



## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting

Monday, November 7, 2022

6:00 PM

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

1. Call to Order
2. Roll Call – Trustee Kunze
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 September 19, 2022](#)
  - b. [Motion to Approve a Resolution Appointing Elrod Friedman, LLP as Village Attorney and Approval of an Engagement Agreement for Attorney Services for the Village of East Dundee, Illinois](#)
  - c. [Motion to Approve a Resolution Approving the Purchase of Rock Salt from Compass Minerals America, Inc. in the Amount of \\$38,000.00 for Snow and Ice Control During the Winter of 2022-2023](#)
  - d. [Motion to Approve an Ordinance Creating Section 158.07 of the Village of East Dundee Village Code to Allow for Variation Requests from the Landscaping, Screening and Tree Preservation Requirements in Chapter 158 of the Village Code to be Heard by the Zoning Board of Appeals](#)
6. Other Agenda Items
  - a. [Motion to Approve an Ordinance Authorizing a Real Estate Purchase and Sales Agreement with the Dundee Township Foundation, Inc. for 611 East Main Street, Units 113, 121 and 222 Comprising a Part of the East Dundee Downtown Tax Increment Financing District](#)
  - b. [Motion to Approve a Resolution Approving an Insurance Proposal from Alliant Insurance Services](#)
  - c. [Discussion and Direction to Staff Regarding Depot Staffing Levels for Winter 2022-](#)

23 and Associated Financial Responsibilities

- d. Motion to Approve an Ordinance Amending the Regulations Relating to Employee Training and Registration and Relating to Village Right-Of-Way Service Endorsements

7. Financial Reports

- a. Warrants List \$3,066,985.80

8. Village President and Board Reports

9. Staff Reports

10. 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.

11. Adjournment

**CALL TO ORDER**

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

**ROLL CALL:**

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

Also in attendance: Village Administrator Erika Storlie, Chief of Police Jim Kruger, Director of Public Works Phil Cotter, Management Analyst Franco Bottalico, Village Engineer Joe Heinz, Attorney Lance Malina and Clerk Katherine Diehl.

**PLEDGE OF ALLEGIANCE: Recited**

**PUBLIC COMMENT:**

**Sue Harney – Board Member, Dundee Township Foundation**

Harney addressed the Board with her concern for the lack of progress for the sale of village-owned property at 611 E Main Street to the Township Foundation. She requested that the Village proceed with the contract with the Foundation for the purchase of the rooms by the end of the week.

**CONSENT AGENDA: None**

**OTHER AGENDA ITEMS:**

- a. **Motion to Approve an Ordinance Amending Section 157.003, Rules and Definitions, to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Definition, And Amending Section 157.050(F)(1)(f)(1) to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Permitted Use, and Tattooing as a Special Use, in the B-1, B-2, B-3 Districts**

Motion to Approve an Ordinance Amending Section 157.003, Rules and Definitions, to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Definition, And Amending Section 157.050(F)(1)(f)(1) to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Permitted Use, and Tattooing as a Special Use, in the B-1, B-2, B-3 Districts by Kunze/Saviano.

**Discussion:**

Administrator Storlie explained that definitions are being created for these care services and to allow as permitted uses in the B-1, B-2 and B-3 districts. Tattooing is being added as a special use. Applicant, Caitlyn Minoso of Willow & Birch Wellness Boutique, addressed the Board with an explanation of paramedical tattooing.

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

- b. **Motion to Approve an Ordinance Amending the Number of Class I Liquor Licenses**

President Lynam stated that this item is being pulled at the request of the applicant.

- c. **Motion to Approve a Resolution Approving and Entering into a License Agreement with DirtRoad Community Charging of Carbon Solutions Group**

Motion to Approve a Resolution Approving and Entering into a License Agreement with DirtRoad Community Charging of Carbon Solutions Group by Kunze/Brittin.

**Discussion:**

A representative from Carbon Solutions Group gave an electric vehicle charging presentation highlighting the benefits to the Village, scope of work involved, charging equipment and a project timeline. There was some discussion on changing the proposed charging station locations. Administrator Storlie suggested that staff work with the company to decide the final locations and come back to the Board with that information.

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

**d. Presentation and Proposal Regarding 408 Barrington Ave.**

Administrator Storlie explained that the structure is at the point where it is now ready to be demolished. Joe Billitteri and John Curtis of United Construction Services, Inc., gave a presentation on their proposed project for the property at 408 Barrington Avenue. Billitteri explained that the project consists of 2 all-electric buildings with 3 stories each. Each building will house 12 units, half with 1-bedroom units and half with 2-bedroom units and monthly rent ranging from \$1400-1600. Curtis stated that this project will generate real estate tax and disposable income for the Village. In addition to requesting TIF incentives, he is requesting the land be deeded to United Construction Services, Inc. and permit fees be waived. There was consensus of the Village Board to move forward with the project.

**e. Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 7 Maiden Lane, Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District**

Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 7 Maiden Lane, Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District by Sauder/Brittin.

**Discussion:**

Administrator Storlie explained that this property is in an advanced state of disrepair and the property owner has received several building code violations. Staff has been negotiating with the owner for several months now to acquire the property. If the ordinance is approved, staff will continue to negotiate in good faith with the owner to agree on a fair price for both the Village and the seller. The Village would follow a court action only if a final agreement on the price is not reached.

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

**f. Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 110-112 E. Railroad St., Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District**

Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 110-112 E. Railroad St., Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District by Kunze/Brittin.

**Discussion:**

Administrator Storlie explained that like the 7 Maiden Lane property, she has been negotiating with the owner of 110-112 E. Railroad St. since January. She advised that an offer was made at 30% above the appraisal price. She said she feels optimistic that an agreement will be made on a fair price. But in the event this does not happen, the Village would proceed with a court action.

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

**g. Motion to Approve a Resolution Awarding a Contract to Scurto Cement Construction LTD. in the Amount of \$36,326 for the Bonnie Dundee Road Culvert Replacement Project**

Motion to Approve a Resolution Awarding a Contract to Scurto Cement Construction LTD. in the Amount of \$36,326 for the Bonnie Dundee Road Culvert Replacement Project by Brittin/Sauder.

**Discussion:**

Public Works Director Cotter advised that he received 3 proposals and opted to accept the highest bid due to the contractor having the soonest availability to perform the work needed to complete the culvert project ahead of the resurfacing of Bonnie Dundee Road.

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

**h. Motion to Approve a Resolution Awarding a Bid to Schroeder Asphalt Services, Inc. in the Amount of \$204,833.69 for the 4th Street Improvement and Pavement Patching Project**

Motion to Approve a Resolution Awarding a Bid to Schroeder Asphalt Services, Inc. in the Amount of \$204,833.69 for the 4th Street Improvement and Pavement Patching Project by Sauder/Brittin.

**Discussion:**

Trustee Sauder asked if drainage issues will be addressed. Engineer Heinz stated that the plan is to hook up the existing downspouts into the storm sewer.

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

**i. Motion to Approve a Letter of Credit from PAL Land (250 Patricia) in the Amount of \$35,608.08 from Wintrust Bank to Replace an Existing Letter of Credit from Republic Bank**

Motion to Approve a Letter of Credit from PAL Land (250 Patricia) in the Amount of \$35,608.08 from Wintrust Bank to Replace an Existing Letter of Credit from Republic Bank by Brittin/Saviano.

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

**FINANCIAL REPORTS:**

- A. Warrants List #1 \$229,887.63**
- B. Warrants List #2 \$172,655.16**

**REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam:**

- a. Proclamation Establishing “It’s Our Fox River Day – A Watershed Wide Celebration”**

President Lynam read the proclamation aloud and then proclaimed the third Saturday of September as “It’s Our Fox River Day”.

- b. Proclamation for Constitution Week September 17-23**

President Lynam read the proclamation aloud and then proclaimed September 17-23 as Constitution Week.

President Lynam then reported that he took part in a Township recognition event this past Friday where Friends of the Fox and Schweitzer Environmental Center were recognized. He stated that both of these organizations do great work.

**Brittin:** Reported that she volunteered at the “It’s Your Fox River Day” clean up event. She advised that they encountered a lot of bio waste. She also reminded that this coming weekend is Oktoberfest.

**Kunze:** Thanked Public Works for providing supplies needed for the “It’s Your Fox River Day” clean up event. He also thanked Dairy Queen for providing complimentary ice cream to the 15 volunteers. Kunze also reported that the Liquor Commission met last Wednesday and the licensee’s attorney mentioned concerns with the parking lot behind 10 E. Main St, mainly the poor lighting of the parking lot. He also advised that there is a lot of trash located in that parking lot and a trash receptacle is needed.

**Mahony:** None

**Sauder:** Reported that he participated in the “It’s Your Fox River Day” clean up event last Saturday that was coordinated by Trustee Kunze. He said it was a good event and that a dozen garbage bags were full of trash that was collected along the river and the bike path.

**Saviano:** None

**Treiber:** None

**REPORTS: STAFF**

**Village Administrator:** None

**Village Attorney:** None

**Police Chief:** Kruger publicly acknowledged and thanked his staff for the tremendous job they did under tragic and challenging circumstances regarding the handling of the traffic accident that occurred on September 10. He also advised that Officer Fluery is set to graduate from the police academy from the College of DuPage and then begin his field training.

**Public Works Director:** None

**Building Inspector:** None

**Finance Director:** None

**Village Engineer:** None

**EXECUTIVE SESSION: Yes**

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:22 p.m. for (c)(5)

Acquisition of Property and (c)(6) Sale of Property by Kunze/Brittin.

Roll: Ayes – 5 – Trustees Kunze, Brittin, Saviano, Sauder and President Lynam. Nays – 0. Absent – 2 – Trustees Mahony and Treiber. Motion carries. Meeting adjourns.

The Village Board will not be taking any action in Executive Session and will therefore, not be returning to the Regular Board Meeting.

Respectfully submitted,

Katherine Diehl

By: \_\_\_\_\_  
Village President, Jeffrey Lynam

Attest: \_\_\_\_\_  
Village Clerk, Katherine Diehl

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Franco Bottalico, Management Analyst  
**Subject:** 2022 Village Attorney Services RFP  
**Date:** November 7, 2022

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### **Action Requested:**

Staff recommends Village Board approval of a resolution appointing Elrod Friedman, LLP (325 N LaSalle St. Chicago, IL 60654) as village attorney and approval of an engagement agreement for attorney services for the Village of the East Dundee, Illinois.

### **Funding Source:**

General counsel is mainly expensed to the general fund; however, it is also expensed to the various TIF districts and water/sewer fund regarding the matter of the service.

### **Summary:**

On August 9, 2022, staff published an open Request for Proposal for village attorney services ("RFP"). The RFP was published on the daily herald, published on DemandStar, and manually submitted online to various known local government firms in the Chicagoland and had a due date of September 9, 2022. Staff received proposals from seven firms and after initial review of submission narrowed the field of contenders to four. Next, four members of staff held interviews to get-to-know and meet the attorneys in person and understand their approach and style. After the interviews staff then narrowed down the recommendation to Elrod Friedman, LLP ("Firm") with a December 1, 2022 start date, if approved by the village board. As a result, the Firm has forwarded to the village a letter of engagement (attached). Staff found the Firm to be knowledgeable, responsive and efficient and feel that they would represent the Village well.

The Firm will bill for services rendered and note the appropriate account for charging relative to the matter (TIF, Police, etc.). This is consistent to how the village has been billed in the past. After a few months staff will evaluate whether or not it makes sense to transition to a retainer agreement where a fixed price would be charged each month for a standard set of services. At the end of each fiscal year, this retainer amount can be amended in the future based on needs of the village and/or the Firm. Staff intends to retain existing attorneys for liquor control, prosecution, and adjudication.



The engagement letter allows the Village to terminate services at any time, for any reason and has no defined term, allowing maximum flexibility. Rates are included in the attached engagement letter. Staff estimates 2023 general fund spending on legal counsel to be at the average for the last 3 years with a small increase of 5-10%. Spending on TIF matters and other reimbursed legal matters varies by year and market conditions, but these are expensed directly to their associated funds.

**Attachments:**

Resolution

Elrod Friedman, LLP Letter of Engagement

Copy of Published Village Attorney Services RFP

Copy of Elrod Friedman, LLP's RFP Response

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPOINTING ELROD FRIEDMAN, LLP AS VILLAGE ATTORNEY AND APPROVAL OF AN ENGAGEMENT AGREEMENT FOR ATTORNEY SERVICES FOR THE VILLAGE OF EAST DUNDEE, ILLINOIS**

**WHEREAS**, the Village of East Dundee is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Title III, Section 31.18 of the East Dundee Municipal Code establishes the position of Village Attorney, and provides that the Village Attorney shall be appointed by the Village President and Board of Trustees, acting jointly; and

**WHEREAS**, on August 5, 2022, the Village advertised for responses to its Request for Proposals ("**RFP**") for the position of Village Attorney; and

**WHEREAS**, the Village Administrator and Village Staff reviewed the materials and qualifications submitted by the law firm of Elrod Friedman, LLP ("**Elrod Friedman**"), conducted interviews with attorneys at the firm, and determined that Elrod Friedman is highly qualified to serve as Village Attorney; and

**WHEREAS**, Elrod Friedman also submitted an Engagement Letter dated November 2, 2022 outlining the terms and conditions of its proposed engagement as Village Attorney, a copy of which is attached hereto as **Exhibit A** ("**Engagement Letter**"); and

**WHEREAS**, the Village Administrator highly recommends that the Village President and Board of Trustees appoint Elrod Friedman as Village Attorney and approve the Engagement Letter; and

**WHEREAS**, the corporate authorities of the Village of East Dundee have determined that it is in the best interest of the Village to appoint Elrod Friedman as Village Attorney and to approve the Engagement Letter with Elrod Friedman.

**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: Recitals.** The recitals set forth above are incorporated into this Section One by this reference as findings of the Board of Trustees.

**SECTION 2: Approval of Appointment.** The appointment of the law firm Elrod Friedman to serve as Village Attorney in accordance with Section 31.18 is hereby approved by the Village President and Board of Trustees.

**SECTION 3: Approval of Engagement Letter.** The Engagement Letter is hereby approved by the Village President and Board of Trustees.

**SECTION 4: Execution.** The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Engagement Letter and this Resolution approving of the appointment of Elrod Friedman.

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

ATTEST: \_\_\_\_\_  
Katherine Diehl, Village Clerk

Steven M. Elrod  
312.528.5191  
[steven.elrod@elrodfriedman.com](mailto:steven.elrod@elrodfriedman.com)

November 2, 2022

Honorable Jeffrey Lynam  
Village President  
Village of East Dundee  
120 Barrington Road  
East Dundee, IL 60018

**Re: Elrod Friedman LLP Engagement**

Dear President Lynam:

Thank you for retaining Elrod Friedman LLP to represent the Village of East Dundee as its Village Attorney. Kelley Gandurski will be responsible for this engagement, assisted by Caitlyn Culbertson and our team of local government attorneys

Our engagement will be in accordance with Section 31.18 of the East Dundee Municipal Code. We understand that our engagement will require an official appointment by the Village Board of Trustees, and that this is on the Village Board agenda for November 7, 2022. If approved at that meeting, the effective date of our appointment will be December 1, 2022. Kelley will be present to serve the Village at the regular Village Board meeting on Monday December 5<sup>th</sup>. We look forward to serving your needs in this matter.

The purpose of this letter is to confirm the terms of our engagement as Village Attorney, and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Attached to this letter are our firm's standard terms of engagement. Please review these terms of engagement and let me know if you have any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning a pdf of this letter to me by email. The engagement with Elrod Friedman LLP will be effective upon our receipt of the counter-signed engagement letter.

Sincerely,

*Steve Elrod*

Steven M. Elrod

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**VILLAGE OF EAST DUNDEE**

By: \_\_\_\_\_

Its: Village President

## ***ELROD FRIEDMAN LLP***

### ***TERMS OF ENGAGEMENT***

We appreciate your decision to retain Elrod Friedman LLP as your legal counsel.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

#### ***Confidentiality and Related Matters***

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Of course, as a governmental entity, the Village is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the Village or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Village and

such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

### ***Legal Fees***

Our fees for services will be determined as described in the following paragraphs.

We will perform our services to the Village on a straight hourly basis. The calendar year 2022 hourly rate of certain of our attorneys who are expected to render services to the Village are included as Attachment A to these Terms of Engagement. As promised, we have agreed to keep these rates in effect until December 31, 2023. These rates represent a substantial discount from our standard hourly rates and are reserved only to our governmental clients for whom we serve as general counsel. The billing rates will be evaluated for adjustment by our firm annually. You will be notified of any hourly rate and retainer adjustment in January of each calendar year. Billing rate adjustments will be effective on January 1 of each calendar year.

### ***Disbursements***

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, outsourced photocopying, certification, and registration fees charged by governmental bodies.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

### ***Billing***

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

### ***Questions About Our Bills***

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much

billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### ***Relationships with Other Clients***

During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Elrod Friedman LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### ***Termination***

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**ATTACHMENT A**  
**ELROD FRIEDMAN LLP**  
**Billing Rates Effective through December 31, 2023\***  
**Attorneys Available to Serve**  
**Village of East Dundee**

	<b>Government Discounted Rate</b>	<b>Special Government Discounted Rate**</b>	<b>Email</b>
Elrod, Steven M.	<b>\$385</b>	<b>\$515</b>	steven.elrod@elrodfriedman.com
Friedman, Peter M.	<b>\$385</b>	<b>\$515</b>	peter.friedman@elrodfriedman.com
Passman, Hart M.	<b>\$365</b>	<b>\$485</b>	hart.passman@elrodfriedman.com
Schuster, Benjamin L.	<b>\$320</b>	<b>\$475</b>	benjamin.schuster@elrodfriedman.com
Cawley, Megan R.	<b>\$230</b>	<b>\$375</b>	megan.cawley@elrodfriedman.com
Culbertson, Caitlyn R.	<b>\$270</b>	<b>\$395</b>	caitlyn.culbertson@elrodfriedman.com
Gandurski, Kelley A.	<b>\$295</b>	<b>\$410</b>	kelley.gandurski@elrodfriedman.com
Lenneman, Brooke D.	<b>\$285</b>	<b>\$400</b>	brooke.lenneman@elrodfriedman.com
Martinez, Marcus E.	<b>\$265</b>	<b>\$390</b>	marcus.martinez@elrodfriedman.com
Weiss, Stewart J.	<b>\$285</b>	<b>\$420</b>	stewart.weiss@elrodfriedman.com
<b>Paralegals/Assistants:</b>			
Nolot, Kelsea N.	<b>\$235</b>	<b>\$345</b>	kelsea.nolot@elrodfriedman.com
Saed, Hannah R.	<b>\$235</b>	<b>\$345</b>	hannah.saed@elrodfriedman.com
McDermott, Kevin J.	<b>\$200</b>	<b>\$280</b>	kevin.mcdermott@elrodfriedman.com

\* Per agreement, the billing rates in this chart will remain in effect until December 31, 2023. After that date, billing rates will be adjusted annually.

\*\* The Special Government Rate is generally used for matters for which the Village is required to receive reimbursement of legal fees from third party applicants (e.g. applicants for zoning relief).



## ATTACHMENT B

### Other Key Aspects of Our Engagement and Cost Savings.

We want to highlight certain elements of our representation of local government clients that we believe will be helpful for the Village of East Dundee:

A. Transition Time. As we noted in our response to the Village's RFP, it is our firm policy not to bill for general time spent working with your staff and current Village Attorney in transitioning into our role as your new Village Attorney.

B. Travel Time; Expenses. We bill only for "gavel-to-gavel" time spent at Village meetings. We do not bill for time spent traveling to and from the Village Hall. Likewise, we would never impose any additional charge for routine out-of-pocket expenses related to general matters, such as mileage and tolls for traveling to Village Board meetings at the Village Hall.

C. Joint Projects. On a regular basis we do work for one of our local government clients that can be applied and utilized by our other clients. Often, our local governments must enact new ordinances or implement new programs or procedures to comply with new or amended statutes or new court decisions. We have taken these situations as opportunities to provide real costs savings for our clients by dividing our fees between and among our many, similarly situated, government clients. We will not undertake this work for the Village without advance authorization.

We create standard or template forms for the required ordinances or regulations and then provide them to all of our participating local governments. The cost is then divided among all of these clients, thus significantly reducing their respective fees when compared to what the fees would have been had the work been on a client-by-client basis. While some tailoring to each government is often needed, our clients regularly take advantage of this cost saving opportunity. Recently, we have done this type of joint project relating to (i) creation of new FOIA forms and regulations, (ii) creation of ethics codes, (iii) animal control regulations, (iv) liquor control regulations, and (v) COVID-related orders and regulations.

D. General Counsel Benefits. We will provide to the Village all of the benefits available to our general counsel local government clients, such as training and educational seminars on new developments in local government law (ordinarily, free of charge), significantly discounted compliance packages such as FOIA training and forms, and free "brainstorming" among our local government practice group on specific legal questions at our weekly practice group lunches and breakfasts.

# **Village of East Dundee**



## **Request for Proposals Village Attorney Services**

**Proposal Due Date and Time: September 9, 2022 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					
<b>TOTAL</b>					

### **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 the (a) planned budget and to (b) 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 & Abilities:*** Does the Proposer have the necessary skills and abilities 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 firms or attorneys licensed in the State of Illinois to practice law as prospective candidates for appointment as Village Attorney (“*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 and the attached Retention and Billing for Village Attorney document (Attachment A). 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 one (1) hard copy and one (1) pdf electronic copy on a USB flash drive of the proposal. All proposals must be received no later than September 9, 2022, by 3:00 p.m. at Village Hall located at 120 Barrington Avenue, East Dundee, Illinois 60118. Proposals received after the above date and time, or in any other location other than the Village Hall will not be considered. RFP copy and addenda (if necessary) can be found at [eastdundee.net](http://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 the October 3, 2022 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 2026 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 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 Village is committed to building a sustainable community through fiscal responsibility and incentivizing private property and infrastructure improvements through the Village's 9 Tax Increment Financing (TIF) Districts, and 3 Business Development Districts

The Village is governed by a President and six-member Board of Trustees operating under the Village Administrator form of government. Policymaking and legislative authority are vested in the Village Board, which among other responsibilities, is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the Village Administrator. The Village is organized into five (5) departments and employs approximately 36 full-time equivalent employees.

The Village currently contracts for prosecutor, labor, collective bargaining, and current litigation services but would consider firms or individuals with these areas of expertise. The Village Attorney is appointed by the Village President with the advice and consent of the Village Board. The Village Attorney is an independent contractor serving at the pleasure of the President and Board of Trustees.

### **Scope of Services:**

The specific responsibilities and tasks of the Village Attorney for the Village include:

1. Serve as general counsel to the Village, including the Village Board, all other Village boards and commissions, including all fire and police pension boards or any bodies related in any way to public safety, of the Village.
2. Prosecute or defend all suits of any nature which may be begun by or against the Village or in which the Village may be an interested party and for which the Village's insurer has either declined coverage or has agreed to representation by the Village Attorney in the suit.
3. Advise elected and appointed officials, and Village staff on legal matters affecting the Village, including preparing written legal opinions at the request of the Village Board, Village President, or the Village Administrator and/or his/her designee.
4. Provide the Village Board, Village President, and the Village Administrator and/or his/her designee a legal perspective and advice on various issues.
5. Prepare ordinances, resolutions and intergovernmental agreements and related agenda material for action by the Village Board; review routine ordinances and resolutions prepared by operating departments.
6. Attend regular and special meetings of the Village Board as needed. Regular Meetings of the Village Board occur on the first and third Mondays of every month at 6:00 p.m. but may be rescheduled as needed.
7. When requested by the Village Administrator, possibly attend bi-weekly staff meetings of the Village Administrator and staff.
8. Working with the Village Administrator, establish efficient processes and train staff related to the production of routine work that requires the Attorney's time. Examples include routine agreements and land use matters.

9. Draft and approve/review all contracts, bonds, ordinances, resolutions, and legal documents entered into or executed by the Village, and assist with preparation of requests for proposals and bid specifications as needed.
10. Represent the Local Liquor Control Commissioner and Commission.
11. Represent the Village in all legal matters related to public utilities, including agreements with cable providers, Nicor Gas, Com Ed, Telecommunications, etc.
12. Keep the Village's elected and appointed officials, Village Administrator, and staff regularly apprised of new county, state, and federal legislation which will or may affect Village operations.
13. Provide legal counsel on personnel matters, including union grievances and collective bargaining matters.
14. Provide annual ethics training for the Village and staff to ensure compliance with state law, as well as any new elected official training, as requested.
15. Provide oversight of Village Attorney legal expenses in an effort to assist staff with insight and perspective of charges for legal services and the management of cases.
16. Advise and work with building and zoning staff and the Village Administrator on land use, zoning, and development matters, including possible attendance at Planning and Zoning & Historic Commission meetings, as requested. If proposing a retainer, the retainer does not include such matters as special use permits, planned developments, and subdivisions for which the Village's legal fees are reimbursed ("Reimbursables") by the Proposer. In the event the firm does not properly prepare and invoice Reimbursables to an Applicant in coordination with the Village Administrator or Finance and Administrative Services Director, the firm will forfeit any claim or argument to use unpaid Reimbursables as the basis for any request for an increased retainer amount.
17. Works cooperatively with special legal counsel retained by the Village for special projects.
18. Provide written updates on new state or federal legislation or judicial decisions impacting the Village and suggested action or changes in operations to assure compliance.
19. Provides Village President and Village Board with guidance as to Robert's Rules of Order and related procedural matters relating to Council meetings.
20. Monitor and advise Village on status of pending litigation. Perform other legal services and tasks, as requested.

**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:**

Proposal shall be in the following format:

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:

1. A statement of interest identifying why the individual Proposer or firm is interested in the position, and why the individual Proposer or firm believes he/she or the firm is qualified to perform the duties as outlined, and a description of the performance style which will be exhibited by the individual or firm if chosen.
2. The name and resume of the person or firm who will serve as Village Attorney. The Village Attorney is generally required to attend all Village Board meetings and to be the principal point of contact for all matters handled by the Village Attorney.
3. The resumes of each other attorney in the firm who would work on behalf of the Village and the role each would perform.
4. A written assessment of the individual's or firm's capacity to take on the role of Village Attorney for the Village with their current client and work load.
5. A summary describing the firm and the nature of the firm's previous and current work experience with municipal clients.
6. A list of municipal and governmental clients, including the primary contacts at each client and the type of service provided, i.e. general legal counsel or a specific task/assignment.
7. A statement describing any existing or potential conflicts of interest that might affect the individual's or firm's ability to represent the Village.
8. If proposing a retainer, a detailed fee proposal **committing to an exact monthly retainer amount as a fixed price proposal**, and also including a description of the firm's billing conventions and the items to be included under the retainer and as set forth in Attachment A of this RFP. Proposals should also include the hourly rates for partners, associates and paralegals that will be charged for those items that are outside of the retainer, and the precise rates charged, if any, for copying, on-line research, paralegals and support staff. Out of pocket expenses shall not be included in the retainer. The proposal should also confirm that travel time will not be billed to the Village, whether for retainer matters or non-retainer matters.
9. The proposal should also confirm that the individual or firm will provide the Village with sufficiently detailed information on a monthly basis necessary to do periodic reviews of the work undertaken on all retainer or hourly billable matters to ensure that the retainer or hourly billable amount is fair for both the Village and the firm.
10. The proposal should also confirm that the Proposer agrees to comply with the Village's protocols for outside legal counsel.
11. A list of at least five client references for whom the individual's or firm's members have provided legal services. At least three of these references will be specifically related to the person that is proposed to serve as Village Attorney under the proposal.



12. Any exceptions taken to this RFP shall be clearly identified.

**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 Franco Bottalico via email at *FBottalico@eastdundee.net*. Questions will be accepted until August 19, 2022 at 3:00 pm. Please title the subject of the email as "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.

All final proposals shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the proposal. One (1) hard copy and one (1) pdf electronic copy on a USB flash drive of the proposal must be submitted to:

**Franco Bottalico**  
Re: Village Attorney RFP  
Village of East Dundee  
120 Barrington Ave.  
East Dundee, IL 60118

Proposals must be received no later than 3:00 p.m. on Friday, September 9, 2022. Proposals will not be opened publicly. Proposals submitted after this time will not be opened. No verbal, telephone, emailed, or faxed proposals will be considered.

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.

<b>Action</b>	<b>Anticipated Date</b>
RFP Posted on Website	Friday, August 5, 2022
Questions to Village Due via Email	Friday, August 19, 2022
Responses Posted on Village Webpage by	Friday, September 2, 2022
RFP Due Date	Friday, September 9, 2022
Selection of Proposer	Friday, September 30, 2022
Approval of Agreement at Board Meeting	Monday, October 3, 2022

**ATTACHMENT A**

**Village OF East Dundee**

**RETENTION & BILLING FOR VILLAGE ATTORNEY**

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## **1) RETENTION**

Retention and billing for Village Attorney (this “Policy”) is applicable to all engagements by authorized representatives of the Village of East Dundee (“Village”) of any attorneys and firms as outside counsel (“Village Attorney”) representing Village.

Upon Village’s request, Village Attorney will execute an engagement letter with Village, which may identify lead attorneys in Village Attorney’s firm, specific attorneys authorized to work on the matter, applicable hourly rates and such other information as Village may require. At all times, this document and Village engagement letter (if any) will supersede any engagement letters provided to Village by Village Attorney.

By agreeing to represent Village, Village Attorney agrees to conduct the representation consistent with this document. A copy of this document should be provided to all attorneys, paralegals and preparers of invoices involved in the engagement before any work begins. Any waiver from this document must be in writing and signed by the Village.

In selecting and evaluating Village Attorney, Village strives to obtain high quality legal representation that produces the best possible results, and use legal resources in the most efficient and cost-effective manner. Controlling costs is a high priority and Village expects Village Attorney to use best efforts in assisting Village to achieve this objective.

## **2.) ELECTRONIC BILLING**

Unless otherwise directed, Village Attorney shall be required to participate in the Village electronic billing program (including submitting invoices and accepting payments electronically/ACH Payments as required by Village) at no additional cost to Village.

## **3.) CONFLICTS OF INTEREST**

Village Attorney shall undertake a thorough search for actual and/or potential conflicts of interest immediately after being contacted to represent Village in a matter. The conflicts check should encompass all lawyers and offices of Village Attorney.

Any and all conflicts must be disclosed to the Village Representative handling the matter at the time of the engagement or as soon as each conflict becomes known. The firm shall not undertake or continue any representation of Village until the conflict has been addressed with the Village Representative, and either resolved or expressly waived, in writing, by Village. Having undertaken representation of Village, Village Attorney should avoid any subsequent conflicts, except to the extent any such conflict has been addressed in accordance with this document.

#### **4.) ATTORNEY CONDUCT STANDARDS; REPORTING**

During the course of Village Attorney's representation of the Village, Village Attorney may have access to information regarding Village and its operations. If Village Attorney should discover evidence of material violations of the law by Village or its officers, directors, employees or other individuals or entities acting on Village's behalf, Village Attorney agrees to notify promptly the Village Administrator or the Village President.

#### **5.) INSURANCE COVERAGE**

Throughout the term of each engagement and the applicable statute of limitations, Village Attorney shall maintain, at its sole cost and expense, Professional Liability coverage with limits of at least three million dollars (\$3,000,000) covering Errors and Omissions of Outside Counsel and its subcontractors in providing or failing to provide the services, effective at all locations where Outside Counsel may perform any services for Village.

#### **6.) STAFFING**

At the outset of each engagement, Village Attorney and the Village Representative will discuss how the matter will be staffed and agree on the applicable billing rates.

The level of attorney and paralegal staffing must be both reasonable and necessary for the complexity of the matter. The Village Representative will evaluate the degree to which internal Village resources may be used to meet the project's requirements, including legal research, organization of files, depositions and witness interviews.

Only one (1) partner, one (1) associate and one (1) paralegal may work on a matter, unless otherwise authorized in advance by the Village Representative.

Village reserves the right to make ultimate staffing decisions to ensure that the staffing is optimal and may evaluate staffing and request changes to it on an on-going basis. Village Attorney is expected to make every effort to provide continuity in staffing and assign the appropriate level of legal talent to a matter. If it becomes necessary to replace an attorney or paralegal working on a matter, any time spent to bring the replacement "up to speed" should not be included in the billing.

Village will not pay for:

- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel;
- more than two (2) hours of time related to any status hearing in pending litigation;
- more than one (1) attendee at any deposition, meeting or hearing in all litigation matters, or more attendees than necessary at any meeting involving non-litigation matters; or
- summer associate or intern time.

## **7.) STRATEGY AND BUDGET**

Village and Village Attorney will work on formulating a strategy at the outset of each matter. With respect to actual or potential litigation or disputes, upon Village's request, Village Attorney will prepare a written case analysis and strategy evaluation. The strategy should identify any alternative means of disposing of the matter.

Additionally, upon Village's request, Village Attorney must promptly submit a budget, estimating fees and costs and including any such additional information as Village may require. At a minimum, the budget will include principal assumptions, identify specific phases and their cost, and specify applicable billing rates (consistent with the FEES Section below). No rate increases after the initial engagement will be made without explicit advance approval by Village.

## **8.) RETENTION OF OTHER PROFESSIONAL SERVICES**

Village must pre-approve retention of any third-party service providers, including associate or local counsel, printers, accountants, consultants, experts and providers of forensic or other services, including document handling services. All local counsel retained by Village Attorney should receive a copy of this document and comply with it.

Village retains the right to retain directly any such third-party providers or direct Village Attorney to retain such service providers as Village may designate from time to time. If consistent with an approved budget, Village Attorney will pay all applicable third-party provider fees. In all other cases, Village Attorney must bill Village for all third-party provider services, with no mark-up, by submitting invoices to Village for approval and payment consistent with this Policy.

## **9.) CONFIDENTIALITY AND MEDIA CONTACT**

Village Attorney must treat all Village matters confidentially in all respects and refer all media inquiries to Village, unless otherwise specifically authorized in advance by the Village Representative. Village Attorney may not use Village's name or describe Village's matters in any identifiable way in marketing materials or public statements without Village's prior written consent.

## **10.) WORK PRODUCT**

Where appropriate, Village Attorney should forward all pleadings and any other substantive work product to Village early enough to enable consideration, comment and approval. Village Attorney will provide all communications and documentation in connection with each engagement in electronic form, unless the Village Representative requests a different format.

Specifically, Village Attorney will provide the Village Representative with an electronic copy of all final and complete memoranda, pleadings and other substantive work product. Village Attorney is responsible for ensuring that its electronic communications with Village are transmitted in a secure manner at all times.

## **11.) CONSTANT COMMUNICATION IN LITIGATION**

One of Village Attorney's highest priorities should be to understand Village's strategic position and objectives with respect to a litigation matter. By continuously keeping the Village Representative informed about all significant case developments (not just settlement offers or demands), Village Attorney can ensure that it is taking positions that are consistent with Village's strategic position and objectives.

Village Attorney should notify the Village Representative as soon as significant dates (*e.g.*, trial date, settlement conference) are set in a litigation matter. Village may wish to have Village Attorney and the Village Representative(s) present and will need advance notice to schedule. It also may be critical to Village for planning, public disclosure or other purposes to know the anticipated timing of key events in litigation.

## **12.) APPEALS AND SETTLEMENTS**

Without the pre-approval of the Village Representative, Village Attorney may not appeal an adverse judgment or file a response to an appeal taken by another party. In all events, however, Village Attorney should protect Village's appeal rights pending a decision by Village.

Village Attorney should identify settlement possibilities before extensive discovery or other costly activity and report all settlement offers and demands to the Village Representative immediately. Village Attorney may not, however, enter into any settlement discussions or any final settlement without the approval of Village.

## **13.) WAIVER OF ATTORNEYS' LIEN**

Handling of a matter by Village Attorney engaged by Village will constitute a waiver by Village Attorney of any lien on files and documents relating to the matter, whether any such document was provided by Village or a third party or provided by or created by Village Attorney and on any amounts of money and property Village Attorney may receive for Village in connection with the matter. Upon request, Village Attorney will provide immediately to Village the file, documents, funds or property relating to the matter notwithstanding any unpaid invoices or other amounts owed to or claimed by Village Attorney. Providing these items upon request will not constitute a waiver of any claim Village Attorney might have for amounts owed to Village Attorney in accordance with this document.

## **14.) FEES**

To the extent that Village is charged for services at hourly rates, Village must agree to such rates in advance. The rates charged Village shall be no higher than those which Village Attorney charges its most favored client in comparable circumstances. Village Attorney must promptly make all adjustments to hourly rates to comply with this requirement.



Village will not pay unreasonable fees, and will not pay any fees for:

- preparing invoices/billing inquiries/budgets/accruals;
- hours less than .1 hours;
- preparing auditor responses;
- unless necessary for effective case management, routine detailed summarizing of depositions and documents, including summarizing and digesting of depositions before trial is imminent;
- any administrative or clerical work (*e.g.*, filing, file indexing, document stamping, secretarial or librarian work performed by any staff member of the firm, including secretarial staff, librarians or paralegals);
- administrative/secretarial work performed by paralegals, or paralegal work performed by attorneys;
- excessive review, proofing, editing of memoranda, motions, etc.;
- review or organization of the file;
- research (including computerized research), unless approved in advance by the Village Representative, with the research results provided to Village;
- research previously performed for other matters (only the initial matter may be billed for the research);
- reviewing/analyzing conflicts;
- training time;
- more than one (1) attendee at any deposition, meeting or hearing in all matters involving litigation, or more attendees than necessary at any meeting involving all other matters;
- brief routine assistance (including requests for information about judges, general local procedures and obtaining work previously prepared by the firm);
- tasks performed more than 60 days from the date of the invoice, unless otherwise preapproved by the Village Representative (as explained in more detail in BILLING below);
- staff overtime;
- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel; or
- summer associate or intern time.

## **15.) EXPENSES**

Unless otherwise agreed, Village will reimburse Village Attorney for reasonable and necessary expenses and disbursements incurred on its behalf at actual cost (*i.e.*, without markup over actual out-of-pocket cost). All bills must contain a summary of charges for each expense totaled by category.

In general, Village considers all but a few types of expenses (*e.g.*, certain travel expenses as provided below) part of Village Attorney overhead and already covered in the hourly rate or fixed fee. Village will reimburse Outside Counsel for reasonable and necessary travel expenses, including coach airfare, hotel, car rental and meals, as may be reasonable under the circumstances and approved in advance by the Village Representative handling the matter. Reimbursement rates for personal auto mileage (outside a 25-mile radius) will be at the prevailing Village approved rate.

Village will not pay for:

- unreasonable use of air freight/courier/messengers;
- processing of third party invoices;
- overhead, including but not limited to: rent, equipment rental, utilities, computer equipment, software, reporters, books/periodicals, seminars, office supplies, postage, word processing or other computer charges (including computerized legal research vendor charges), faxes, non-attorney/non-paralegal staff (such as library staff), secretarial services, routine photocopying or printing (except in unusual circumstances, such as a formal document production, patent file histories, large quantities of documents needed for litigation and if preapproved in writing by the Village Representative), telephone calls (local and long distance), date stamping, calendaring, making travel arrangements, opening/closing matters, managing clerical work, meals, taxi or car service, continuing legal education or any disbursement associated with client development; or
- travel time, except to the extent Village work is performed en-route and so indicated in time entry, and except for pre-approved travel expenses as set forth in the preceding paragraph.

## **16.) BILLING**

A statement for services rendered and disbursements incurred shall be submitted monthly, unless Village Attorney is directed otherwise. All invoices are subject to review and approval by Village prior to final payment, which will be made either on a monthly or a quarterly basis, unless a different arrangement is made. Village Attorney should apply all amounts received from Village to the referenced invoices only.

Invoices shall, as appropriate, separately break out sub-invoices that can be allocated to zoning/development applicants ("Applicants") as additional costs of applications, as permitted by Ordinance or requested by the Village Administrator, building and zoning officials, or Finance & Administrative Services Director. Any payments made by any such Applicants shall be credited (i) first, against the firm's incurred but unbilled time in excess of the monthly retainer amount; and (ii) second, if any, against any amount of the monthly retainer amount or hourly billable rates otherwise payable by Village.

One of the Village's priorities is to ensure that Village Attorney's invoices provide an accurate reflection of actual activities for each particular matter on a monthly basis. To achieve this objective, each invoice submitted must only include those services and disbursements incurred in a specific month. Village will not accept any invoice for services that were performed more than 60 days prior to the date of the invoice or invoices that span multiple months. The submission of invoices that do not meet these requirements causes unacceptable distortions in Village's budgeting and accounting process. In addition, Village Attorney must submit all invoices no later than 60 days after rendering final services for each matter. Village reserves the right to reject any invoice that fails to conform to these instructions or this Policy.

Unless otherwise directed in connection with Village's electronic billing program, each such statement shall set forth:

- Invoice Number
- Invoice Date
- the Village contact, case or matter name and (if applicable) claim or file number, each on its own sheet;
- the billing period involved;
- the firm's address and FEIN;
- a detailed description of each task performed in single-activity time entries, including the date it was performed and who performed it, their rate, the time expended and charged for each task.
- billing in 0.1 hour increments (activities taking less than 0.1 hour should not be billed);
- for fees or expenses requiring pre-approval, the name of the authorizer, and for expenses, a detailed itemization of each expense;
- a summary showing the name, rate, total hours/charges, title (*e.g.*, partner, associate) of each staff member billing and total savings from discounts during (a) that period and (b) the life of the matter; and
- if a budget has been required, the budget for the matter and the amount remaining in the budget after payment of all bills.

Generic descriptions such as the following are not acceptable for billing purposes:

- |                                      |                            |
|--------------------------------------|----------------------------|
| • attention to matter                | • prepare for meeting      |
| • motion work                        | • telephone call           |
| • review case and issues             | • work on discovery        |
| • work on project or case conference | • discovery                |
| • pleadings                          | • receive/review documents |
| • review correspondence              | • trial preparation        |
| • work on file arrangements          | • research                 |
| • meeting analysis update strategy   |                            |

If requested by the Village Representative, Village Attorney is required to submit, by matter, an estimate of all services and disbursements to be billed for a given month, which will include the total amount of services and disbursements to be invoiced and such other additional information as the Village Representative may specify.

## **17.) AUDIT RIGHTS**

Village may review and audit back-up documentation for each engagement of Village Attorney, including supporting time sheets.

## **18.) RECORD RETENTION**

Village Attorney should retain all records pertaining to its engagements by Village for a minimum time period of five (5) years from final billing and Village must pre-approve any destruction of such records.

All billing statements must be in accordance with this document in order to be processed for payment. Any questions concerning this document should be addressed to the Village Representative. Village reserves the right to amend this document at any time.

Acknowledgement Form

I have read, understand and will adhere to the Retention and Billing for Village Attorney document.

---

[Lead Counsel's Name]

---

[Firm's Name]

---

[Signature]

---

[Date]



Prepared for

# The Village of East Dundee

September 8, 2022

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



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## I. INTRODUCTION TO ELROD FRIEDMAN LLP

Dear President Lynam, Village Trustees, Administrator Storlie, and Village Staff:

We take great pleasure in submitting this Proposal to provide legal services to the Village of East Dundee. As you review our qualifications and experience, we think you will see that we are the right choice for East Dundee. We are excited to submit this proposal because East Dundee is a sophisticated community with sophisticated legal needs. Our knowledge of East Dundee, the issues it faces, and the demands and desires of the community make us a great fit to provide exceptional legal services regarding all of the substantive areas of law affecting the Village and requested in the RFQ.

Our law firm is distinct. We approach our local government representation as a cohesive team, not as solo practitioners. We take special pride in our responsiveness, collaboration, and efficient work product. As you will read in Section III of this Proposal, this team-oriented, client-first approach, combined with our depth and experience, enables us to provide superior service and value to our clients.

While our firm itself is young (established in February of 2020), our attorneys are among the most experienced municipal lawyers in Illinois. When we moved from our previous firm, we maintained every single one of our public and private sector clients. This speaks volumes about client loyalty and confidence in our legal abilities and about the value to our clients of establishing our new firm. Our goal was to create a firm with a working environment that is open, smart, and creative, and where our work can be performed more efficiently and economically.

We establish and maintain long-term attorney-client relationships. We have advised Illinois municipal and local governments of all sizes and structures on all matters affecting their activities for nearly 40 years. Our practice has a strong focus on Chicago suburban communities that, like East Dundee, value high quality residential neighborhoods and strong, vibrant commercial sectors, all while preserving and respecting the natural environment and character that the community enjoys. We know all Illinois local governments are different. Our engagements with each of our clients is laser-focused on each individually.

***Our Statement of Interest.*** East Dundee is a well-planned, well-organized, and well-governed municipality that has worked to overcome critical economic, development, and infrastructure issues. The Village is forward-thinking in its focus and commitment to creating: (1) a livable and walkable community; (2) continuation of financial sustainability in a pandemic-era; (3) sustainable infrastructure and information technology; (4) economic development opportunities; and (5) excellent and sustainable service through staff support and development. We want to help the Village with these matters; we know that we can.

We do not respond to every RFQ we receive. We specifically seek out and thrive on representing local governments that provide leadership in many of the ways East Dundee currently does. Simply put, our interest in representing East Dundee is not just to add another city or village to our client base -- it is to work with the Village as it continues to do good things and for which we think we can provide the necessary sophisticated legal services to advance the Village's policies.

The attorneys in our firm did not get here by chance -- we all have been hooked from the beginning of our careers on local government law, and we established Elrod Friedman to be able to practice local government law at the highest level. We have the personnel ready, willing, and able to provide the Village with all of the legal services requested in the RFQ. If that were not the case, we would not be responding.

***Our Knowledge.*** We can provide excellent counsel for each and every one of the areas of responsibilities outlined in the RFQ. The materials included with this Proposal describe our expertise in greater detail. We understand, from a general municipal law perspective, how a village like East Dundee



works; how it must respond under all the circumstances it faces; why it must be especially aware of budgets, proper procedures, political and public communications concerns, and how and when it must be responsive to regulatory and other legal matters. With our expertise, staffing, and technological support, we are equipped to provide East Dundee with the highest level of service, efficiently delivered. When changes in law or circumstances occur affecting municipal governments, we are almost always able to prepare materials to address the changes for our clients on a joint and shared cost basis, allowing each of our clients the benefit of the shared efforts of several of our attorneys at a fraction of the cost. And our private sector experience sets us apart from other firms that only represent local governments.

***We Know East Dundee.*** Our lawyers have deep roots in the North and Northwest suburbs. Through our representation of numerous governmental bodies in the region, and our involvement in real estate and land use development matters throughout the region, we are intimately aware of the legal, planning, infrastructure, and related issues in and around East Dundee. We have excellent, longstanding relationships with numerous local government elected and appointed officials in the region, and we make it a point to keep informed of, and to study, critical matters and issues facing towns throughout the region. We have been following, with great interest, the Village's zoning amendments to establish housing for homeless, pregnant mothers in need, the potential expansion through TIF funds and taxable bonds for Santa's Village and ordinance amendments that encourage renewable energy and sustainability. As you may be aware, several attorneys at our firm have provided legal services and helped draft numerous code amendments, loan agreements and have provided expertise on affordable housing matters. We are confident that we can provide knowledge and experience on the Village's laws, practices, and procedures. The bottom line is that we know a lot about East Dundee, and we think we can help the Village meet all of its goals.

***Our Depth and Breadth.*** Our law firm consists of 12 attorneys dedicated to serving units of government throughout the State, and we can handle a broad spectrum of issues. No other firm in Illinois can match the depth and breadth that we offer to our governmental clients. And we know how to tailor our resources and practice to provide responsive and timely work for governments of all sizes.

***Our Government Operations and Ethics Experience.*** For the Village to accomplish its goals for the community and its residents, its government must operate in an ordered and proper fashion. We assist our clients in day-to-day operational issues, such as parliamentary procedures, Open Meetings Act and Freedom of Information Act requirements, and conflicts of interest and ethics issues. Our advice focuses on practical, legally appropriate, and publicly defensible outcomes. Governments at all levels throughout the state (including the State of Illinois itself) have retained us to help them navigate FOIA and OMA issues. Indicative to the way we practice, we have established an excellent relationship with several key officials in the Illinois Attorney General's office, particularly those involved in FOIA and OMA matters. Although we often disagree with the AG's OMA and FOIA interpretations, the office has high respect for our firm and knows that we do not take our positions without strong support and logic. The AG's respect often inures to the benefit of our clients.

***Our Transition Experience.*** Our history with new general counsel municipal engagements makes us confident that there will be areas in which we will immediately bring the depth and breadth of our experience and personnel to bear to help East Dundee find creative and economical solutions to particular concerns in the conduct of the Village's business. We have commenced new municipal representations in many different economic and political climates. We have always been able to adapt and tailor the nature and scope of our services to the organizational needs and policy choices of our clients. One thing never changes – our ability to provide the highest level of quality legal representation to our municipal clients. Our commitment includes our promise not to bill for general time spent transitioning into our new role as Village Attorney. That is our investment.

***Our Litigation Experience.*** Our attorneys are excellent municipal litigators. We have successfully handled local government cases in all state and federal Illinois courts, including the Illinois Supreme Court. We say this not only to give you comfort that we can handle any litigation in which the Village may become involved, but also to emphasize a unique and telling aspect of the history of our local government representations -- *we have almost always significantly reduced litigation costs for our clients because we have been able to significantly reduce the litigation they have been forced to undertake or defend.* Developers, contractors, former employees, and others have learned that a well-represented municipality is to be negotiated with, not litigated against. When litigation is necessary or advantageous, we defend our clients vigorously, and often with great success; and when litigation is unnecessary or ill-advised, we guide our clients to the best available outcome under the circumstances – we understand the financial and political consequences of a bad lawsuit. We are not afraid to provide candid and thorough legal guidance that our clients deserve and expect.

***Our Approach to Legal Fees.*** Our general counsel local government hourly rates are substantially discounted from our private sector rates and rates to government clients that retain us on limited, special projects. We are glad that legal fee costs will be a significant consideration in the Village's selection process. We urge the Village to thoughtfully consider the fee proposals that it receives. The Village should not assume that the lowest hourly billing rates mean the lowest total legal fees. *This is most definitely not the case.* Frankly, the lowest hourly rate often means that the services provided are done slowly and inefficiently. Further, good general counsel is an investment and the best way to prevent undesirable litigation expenses. We know this through experience and by witnessing other municipalities struggle with unnecessarily high legal fees and unmet expectations about the level and quality of legal services. The longevity of our municipal representations - for other governments that, like East Dundee, understand the difference between *price* and *value* – speaks volumes about the efficient and cost-effective legal services that we continue to provide to local governments that are hyper-focused on costs. A primary reason for creating this new law firm is to be able to provide these services to our clients in the most economical way.

***Our Staffing.*** Kelley Gandurski and Caitlyn R. Culbertson will be the attorneys primarily responsible for our representation of East Dundee. Kelley has spent much of her career in the public sector and has a unique experience in both municipal management and general counsel. Having served as the City of Evanston's Interim City Manager and Corporation Counsel, Kelley is vastly familiar with the risk local governments face as well as the solutions needed to create good and efficient government. Following her judicial clerkship, Caitlyn has focused her private practice on municipal law, counseling local governments on a wide range of topics including zoning, land use, governance, and statutory compliance. In addition to her transactional work, Caitlyn also has extensive litigation experience including appellate practice. We operate as a team. Each member of our firm will be ready, willing, and able for any Village matter.

***Our Comprehensive Expertise.*** As the materials in this Proposal demonstrate, our ability to provide counsel to the Village goes far beyond how to run a meeting, or call a vote, or adopt an ordinance. We have experience and broad expertise in all aspects of municipal governance. We do the little things right, and we do the big and complicated things right as well. After you have reviewed our Proposal, please feel free to contact us directly with any questions or comments. We are excited about this opportunity and we look forward to hearing from you.

Kelley Gandurski  
Attorney



Steven M. Elrod  
Partner



Caitlyn R. Culbertson  
Attorney



Peter M. Friedman  
Partner



## **II. SERVICES**

### **1. Home Rule Experience**

Our law firm has extensive experience in representing home rule governments in Illinois of varying sizes, including the City of Highland Park, City of Waukegan, City of Des Plaines, the City of Northbrook, and the Villages of Lake Bluff and Winnetka, just to name some. We have represented many of our home rule (and non-home rule) municipal clients for decades, and in that time, we have seen and done most everything that a municipality might do. As our clients will attest, we know well how to help a home rule municipality exercise its authority, and we have developed creative theories and procedures, within the limits imposed by state law, to enable our home rule clients to accomplish their service and policy goals. In this Section II, we profile just some of the many substantive areas in which we have proudly and successfully counseled our local government clients.

#### **a. Service Profile and Capacity**

With the extraordinary experience and resources of our law firm, Elrod Friedman is well-qualified to provide counsel to East Dundee on matters of every nature. The following is a description of some of the many services we provide to our municipal clients. There are many more described in greater detail on our website at [www.elrodfriedman.com](http://www.elrodfriedman.com). We encourage you to visit the website to learn even more about our firm and our work.

#### **General Corporate Counseling**

On behalf of our clients, we work every day with the laws governing the crucial day-to-day matters encountered by cities and villages in Illinois, including: public bidding, purchasing, and contracting; open meetings and FOIA; the appropriation and budgeting of funds; the levy and collection of taxes; the exercise and use of public authority and funds; regulation and licensing of businesses; and the acquisition and disposition of real estate matters. Not only do we help interpret and apply these laws, we also write new codes, ordinances, and regulations to implement the policies formulated by our clients.

With continued urban and suburban growth, as well as population growth and shifts around Illinois, and with state and federal laws constantly changing, many of the daily matters that our clients face are becoming increasingly complex. These include massive public works projects, historic preservation disputes, accessibility requirements for persons with disabilities, liquor licensing, environmental disputes and issues, civil rights issues including racial profiling allegations, and telecommunications services. Our attorneys have developed expertise in all of these areas and are able to guide our clients through these complex, often troublesome, issues.

#### **Public Meetings and Sunshine Laws**

We advise and consult with, and attend the meetings of, the elected corporate authorities of the local governments for which we serve as general counsel. We also advise and consult with, and attend the meetings of, other boards, commissions, and committees of local governments as required and requested by our clients. These include zoning boards of appeals, plan commissions, appearance review commissions, historic preservation commissions, police commissions, and a multitude of committees and task forces that may be established from time-to-time to address particular local issues. We staff these bodies, as requested, to provide expertise to our clients as they deal with both the important issues of the day as well as the routine matters required for proper government operation. We are intimately familiar with the Illinois Open Meetings Act, parliamentary procedures (including Robert's Rules of Order), and all of the case law that may govern the operation of public meetings.

We were intimately involved in the interpretations of the 2003 and 2004 amendments to the State Gift Ban Act and its impact on municipalities. The same holds true for legislative amendments to FOIA, OMA, and other statutes that impact local government operations. We advise our clients every day on these important and sensitive issues.

## **The COVID-19 Pandemic**

Our Firm's rapid, comprehensive, and thoughtful response to the myriad of governmental issues related to the COVID 19 pandemic is the most recent example of our ability to act quickly and effectively on behalf of our local governments.

We convened our client managers and administrators for an in-person roundtable discussion prior to the stay-at-home orders to proactively plan for COVID-19 governmental responses, and then held regular follow up virtual meetings with key local government client officials. Within hours after Governor Pritzker entered his statewide emergency declaration and related orders, we provided our clients with a thorough analysis of the issues, mandates, and requirements, and provided them with a playbook for compliance as well as options for additional measures.

Our response included drafting local policies on conducting virtual meetings and public hearings, implementing emergency purchasing procedures and employment agreements, and preparing mayoral emergency orders. We are keeping our local government clients fully informed as the crisis persists, with written alerts, training sessions, and open forums for our village and city managers and administrators. We continue to provide our clients with the comfort of having cutting-edge practices and thoughtful guidance throughout the pandemic.

Copies of our pandemic-related alerts and advisories are available at our website at <https://www.elrodfriedman.com/news-and-insights/category/covid19/>.

## **Preparation of Ordinances and Resolutions**

We prepare municipal ordinances, rules, regulations, procedures, and other documents, both legislative and administrative in nature. We routinely prepare and review ordinances and other documents for the regular functions of government, such as appropriations and budget ordinances, tax levy ordinances, notices of meetings, zoning and subdivision ordinances and amendments, parking regulations, business licensing and regulations, liquor licensing, and waiver and release forms for participation in public recreational programs and activities.

Integral to understanding the many subject areas that we address on a daily basis for our local government clients is to see our work demonstrated in producing results of various types—from drafting of ordinances and regulations in a broad range of substantive law areas, to addressing the various aspects of major client projects, to litigating vigorously for our government clients, to preparing intergovernmental agreements that enable them to accomplish common objectives and to do more with less. At the end of this Section, we have provided a listing of several types of ordinances and regulations that our attorneys have drafted. As you will see from the listing, we have worked with both non-home rule and home rule municipalities, adjusting as needed based on the legal scope of their authority under state law and the Illinois Constitution of 1970. We have included here a range of representative ordinances and regulations, projects, and agreements to show that we don't just talk about the law—we produce real results.

## **Public Contracts**

Our representation of state and local governments requires us to draft, negotiate and litigate all types of contracts. We are called upon by our municipal clients to draft and negotiate contracts for almost every conceivable purpose, including: multimillion-dollar public works projects; architectural, engineering,

testing and inspection services; insurance and claims services and coverages; telecommunications and small wireless facilities licenses and leases; finance and investment services; easements and licenses; land acquisitions and disposals; garbage collection; concessionaire services; cable television franchises; computer hardware and software purchase, development and maintenance; surety takeovers; website development, maintenance and licensing; and federal and state grant assistance.

We have also developed model construction and public bidding contract documents for all of our local government clients, including long form contracts for substantial public works projects and shorter forms for mid-size and smaller projects. We have also prepared a long and short model contract for retaining design professionals and other consultants. These documents are easy to use, economical, “fill-in-the-blank” forms, so our clients are not required to reinvent the wheel each time they enter into a contract. They also are specifically designed to protect the municipality’s interests, thus making them more effective than most industry models.

## **Pensions and PSEBA**

We have extensive pension-related experience for our municipal clients. We provide general counsel service to pension boards, including preparing rules and procedures for all of their proceedings. We also represent pension boards at all levels of state court in defense of their disability and other related determinations. We appear before pension boards on behalf of our municipal clients in relation to duty disability requests that could trigger municipal liability under the Public Safety Employees Benefits Act (PSEBA). We have successfully intervened in numerous pension board proceedings. We have prepared specific PSEBA policies for our clients to govern the application and processing of PSEBA applications and administrative determinations. We have litigated numerous PSEBA matters at all levels of state court, and were recently successful in obtaining an appellate court decision that confirmed important limitations on PSEBA liability and ruled that no PSEBA liability exists if applicable time limitations have not been satisfied.

## **Zoning and Land Use**

Our experience and expertise in zoning, land use, and development and redevelopment law is unparalleled in Illinois. Whether the matters involve the creation of local planned development regulations in Lake Bluff; hundreds of acres of development such as the Techny property in Northbrook; niche developments such as the redevelopment of an historic theatre in Hinsdale; the affordable housing program in Highland Park; or residential bulk and teardown issues, in every community that we represent, we have the skill and appreciation for the local nuances of projects to address the needs of our clients.

Successful land use and development projects require mutual understanding and cooperation between the public and private sector. Unlike many attorneys who only work on the government side, we have extensive experience representing private developers in land use matters. This gives us a unique understanding of the objectives and sensitivities of land developers and property owners, and we are thus able to better aid our local governmental clients in protecting their policy objectives while finding common ground with property owners.

Our experience ranges from drafting comprehensive zoning codes for municipalities and counties to fashioning innovative, effective individual zoning and development regulations to address specific situations. We have worked to draft clear, workable, and innovative zoning and other municipal code provisions to facilitate the revitalization of central business districts, including vacant storefront and related property maintenance regulations.

## **Annexation and Development**

We have negotiated significant and complex annexation and development agreements and more common, yet equally important, agreements for new development or redevelopment of land parcels critical to the planning of a municipality. We are particularly adept in formulating and implementing creative and practical solutions to complex, multi-party, multi-issue land use disputes. We are effective in devising “win-win” agreements to resolve often acrimonious disputes. As a result of this wide-ranging experience, we have also created model annexation, subdivision, and development agreements that both protect our clients and save them time and money.

## **Public Finance**

We counsel our local government clients on all types of public financial transactions, from general obligation, revenue, and alternate bonds, to tax increment financing and special service areas, to industrial development bonds and business districts. We understand the many possible uses for various financing tools, and we have assisted our clients in using them as part of their fiscal planning, as well as for project management and economic development. We understand the intricacies of the complex statutes that regulate these financing mechanisms, and we know how to guide our clients step-by-step through the sometimes time-consuming processes. Through our active private-sector development practice, our attorneys know and understand public finance from the developer perspective as well. Consequently, we are able to devise creative solutions to make public-private partnerships successful.

We have also done extensive work in developing and expanding public utility systems on behalf of clients (including water, sanitary sewer, storm sewer, and roadway systems) and in regulating other public utilities located within our clients’ corporate limits, such as electricity, telecommunications, and gas utilities. As examples, we have prepared all the bidding and contract documents for the renovation and expansion of water treatment plant facilities of two lakefront communities, as well as those for the recent construction of police and fire stations in seven Chicago suburban communities.

## **Employment and Personnel Law**

We work with and coordinate with our clients’ outside employment and labor counsel in many of our general counsel local government representations. In addition, we also advise our municipal clients on employment-related matters, including: police commission matters; hiring, discipline and dismissal issues; public pension issues; and employee contract matters. We also represent local governments on distinct collective bargaining matters.

## **Illinois Cannabis Law**

Our attorneys are among the state’s foremost experts on Illinois’ recreational and medical cannabis laws and regulations. Having assisted in the formulation and drafting of the state laws, we have been in the unique position of being able to provide deep and thoughtful advice and analysis to communities and businesses across the state on the regulation and licensing of the cannabis industry. We have guided our public sector clients through public hearings, zoning code amendments, and new regulatory structures to address the many unique issues related to the medical and recreational use of cannabis and the location and operation of cannabis establishments.

We have provided seminars to public safety personnel on the legal and practical challenges of cannabis legalization. We have worked with our clients on local regulations and licensure issues for cannabis dispensaries, cultivators, craft growers, infusers and transporters. Owing to our vast public sector representations, key members of the General Assembly regularly consult with us on issues related to the cannabis legislation.



## **Legislative Initiatives**

As your advocates, we will monitor county, state, and federal legislation that may impact the Village. We can help protect the Village from the effects of potentially harmful legislation. We regularly draft legislation for our clients for introduction in the General Assembly, including legislation dealing with eminent domain, affordable housing, environmental matters, liquor matters, and intergovernmental cooperation.

Because of our extensive local governmental client base, we can often deliver these types of services with particular economy and efficiency by serving our clients jointly on matters of mutual concern.

We also assist clients in implementing programs arising from new and changed legislation. As an example, we have developed, and modify from time to time, template forms for responding to Freedom of Information Act requests.

## **Intergovernmental Cooperation**

We have drafted many intergovernmental agreements that allow our clients to cooperate with other units of state and local government. These agreements include: sharing of police, fire, and other services; joint purchasing and bidding; electrical aggregation bidding; joint land planning; establishment of agreed government boundary lines; sharing and allocation of tax revenue; sharing of public facilities; transfers of road jurisdiction; emergency water interconnections; and the mutual exchange of easements or other property rights. These cooperation agreements allow our clients to save money by sharing their costs with other governments.

An illustrative example of one such arrangement is the consortium agreement we prepared for Lake Forest, Lake Bluff, and Highland Park aimed at facilitated federal appropriations for regional stormwater improvements. We have also worked extensively on public safety and dispatch services intergovernmental corporation projects and consolidations within the last year.

Beyond our ability to assist municipalities and other local governments in their joint efforts, we have excellent, personal relationships with leaders in State and Lake County government, and with the Illinois Municipal League, that directly benefit our municipal clients. Perhaps most notably, during the ongoing COVID-19 pandemic, we have enjoyed direct access to the Governor's office, which has enabled us to both obtain insight and practical information for our clients in their efforts to implement and respond to the Governor's orders and directives, and to lobby the Governor for common-sense measures that protect local governments' own efforts to manage the pandemic. We have also leveraged our longstanding involvement with the Municipal League – which includes the chairmanship of the Home Rule Attorneys Committee in 2020, by our partner, Hart Passman – to work with their attorneys and leaders in Springfield to advance municipal issues in Springfield. And, owing to our successful and professional collaboration on several matters over the years, we have unique access to leaders on the State, County and municipal levels. We have utilized these relationships to substantially benefit our current clients, and we are excited and ready to do the same for East Dundee.

## **Litigation and Administrative Law**

Our attorneys regularly appear in state and federal courts in Illinois. We have been recognized for its expertise in annexation, zoning, environmental, and land use litigation. We have successfully defended our governmental clients in cases, big and small, seeking damages under the First, Second, Fifth, and Fourteenth Amendments to the United States Constitution, civil rights statutes, and other laws. We are also involved frequently in statutory and common law administrative review actions, as well as various types of “business” litigation that so often frustrates cities, such as bidding, contract, and construction litigation. We know all about employment and related human rights litigation, and we work on such cases before both courts and administrative agencies.

Our litigation work is not limited to defense of claims; we have prosecuted numerous cases against contractors and others who have damaged our clients. We also have prepared and litigated code enforcement matters, demolition cases, eminent domain actions, and other lawsuits filed to further the interests of our clients and their constituencies.

Our clients also call on us to handle legislative and administrative issues, including appearances before a variety of legislative and administrative agencies. We handle most of our clients' personnel and environmental cases, among others, before state and federal agencies.

## **Election Law**

The complexity of the Illinois Election Code and the urgent timelines of ballot challenges requires experienced, sophisticated, and timely counsel for election-related disputes. Elrod Friedman's attorneys have experience in Illinois and federal campaign finance election law and regulatory reporting and related requirements.

We have served for many years as counsel to numerous electoral boards, advising on statutory procedures, analyzing objection petitions, overseeing signature checks, preparing bench memoranda, and drafting board opinions. We have successfully represented in Illinois state and appellate courts objectors to improper ballot initiatives. We know all of the requirements related to binding and advisory referenda, and have even been appointed by local State's Attorneys to chair electoral boards when conflicts prevent elected officials from sitting.

## **b. Examples of Zoning Dispute Resolution**

As requested, below please find a representative sample of our experience in approaching and resolving complicated zoning projects and disputes.

### **1. Purple Hotel Demolition and Redevelopment (Village of Lincolnwood)**

By the mid-2000s, the once-iconic Purple Hotel in Lincolnwood had fallen into disrepair, due to years of neglect and mismanagement. It became clear that drastic measures were needed to remove the building and to spark redevelopment of a key commercial site in the Village.

To achieve success, we first guided the Village through the lawsuit necessary to obtain the right to completely demolish the failing structures on the property. In the face of substantial resistance by the property owner, our comprehensive and detailed litigation strategy resulted in a court demolition order with the right to recover all legal fees incurred in the process.

At the same time, in order to spur interest in the property, we assisted the Village in establishing a new TIF district for the property. To overcome strong opposition by the local school districts to TIFs, we helped craft a unique intergovernmental agreement with the school districts that enabled the Village to approve this new district without objection or controversy.

When the property owner filed for bankruptcy, our bankruptcy team helped navigate the Village through the obscurities of the bankruptcy process. When a new real estate firm purchased the property, we negotiated a specialized agreement that required demolition at the owner's expense, reimbursement of Village legal fees, and property maintenance obligations while the owner sought zoning approval and financing for a new development. When that owner's efforts failed, the Village was able to wield that agreement to secure another court order requiring further remediation and cost recovery.

At present, the property is under contract to a new developer that has successfully completed a complicated zoning and TIF process for a mixed-use development. We counseled the Village through that



process, which included negotiation of a public financing agreement through TIF revenues and tax rebates. We are optimistic that, due to the careful collaboration between the Village, our office, and its economic consultants, this long-underutilized property will soon be a successful and key component of the Village's retail corridor.

2. 500 Hyacinth Affordable Housing Development (Highland Park)

In 2005, the City of Highland Park identified a need for affordable housing in its northern neighborhoods. At that time, Lake County owned a parcel of land on Hyacinth Place, near the City's northern border, that it no longer desired – and the City owned a surplus parcel of land in its downtown. We handled the real estate transaction by which the City and County swapped their properties, giving the County a new location for an office for its Department of Health, and providing the City with the land it needed for its new affordable housing development.

Next, the City needed assistance in securing a developer to construct the housing. We prepared bidding and contract documents, and counseled the City through the process of interviewing and hiring a developer with vast experience in affordable housing construction.

Finally, working with that developer and affordable housing agencies in Lake County, we negotiated several complex zoning and financing documents that were needed to finalize all of the entitlements for the development. Using creative contracting language and employing flexibility in negotiation, the City was able to work through all of the legal and political issues to obtain all of the required approvals.

Today, the 500 Hyacinth property is a successful, award-winning, LEED-Gold certified development.

3. Petra Presbyterian Church v. Village of Northbrook

When zoning negotiations go south, we defend our clients vigorously, often with great success. The Petra Presbyterian Church sought to operate in an industrial zone, and argued that under the federal RLUIPA (Religious Land Use and Institutionalized Persons Act) statute, it had the right to do so, even over the Village's objections. We guided the Village through Zoning Code amendments that ensured compliance with RLUIPA and that clearly and unambiguously prohibited churches in the industrial zone.

Undeterred, the Church sued the Village twice, in both federal and state court, claiming a vested right to operate under RLUIPA and its state-law counterpart. We defended both lawsuits successfully, in each case winning at the trial court and then on appeal. Due to our deep knowledge of zoning law, RLUIPA, and zoning litigation, we helped preserve the integrity of Northbrook's industrial districts and its zoning plans.

### **c. Examples of Successful Litigation**

1. Evanston Ballot Initiative

One of our most recent litigation victories came earlier this year, when we helped stop an unconstitutional referendum from reaching voters in the City of Evanston. A well-organized group of Evanston residents, guided by former Governor Pat Quinn, submitted a proposed ballot referendum that would have allowed for the adoption of city ordinances through subsequent popular referenda. The proposed ballot referendum was not only impermissibly vague and confusing, but, if allowed to proceed to the ballot and if adopted, would have drastically undermined effective and efficient municipal governance in Illinois.

Three Evanston residents successfully convinced their local electoral board to remove the proposed referendum from the March 2020 ballot, but when the referendum proponents and Gov. Quinn pushed the fight into court, the Illinois Municipal League asked us to handle the matter to protect the constitutional rights of the objectors and to keep the referendum off the ballot. As is common in electoral litigation, we faced a series of short deadlines to brief and argue the case before the Circuit Court. In a carefully- and well-reasoned opinion, the trial judge adopted several of our arguments in upholding the electoral board's decision. The Appellate Court followed suit, ruling in our clients' favor in a reported decision. This total victory will thus help protect future ballot integrity and prevent future efforts to erode municipal authority.

## 2. Arie Friedman v. City of Highland Park (Second Amendment – Assault Weapon Ban)

In 2013, the Illinois legislature adopted a new law that restricted local control of firearms, and gave municipalities a short window to adopt some kind of assault weapons regulation or forever forfeit the right to regulate those weapons. Most Illinois municipalities decided against adopting local legislation. Our client, the City of Highland Park, was one of a very small number of communities that chose to adopt a complete ban on assault weapons. Fully expecting litigation from the NRA, the City asked our office to prepare an assault weapons ban ordinance that could survive judicial scrutiny. We carefully wrote a new law for Highland Park modeled after the Cook County ordinance, which had survived all sorts of legal challenges other than a direct Second Amendment challenge. We did this so that we could isolate one issue in the coming lawsuit: whether the Second Amendment protects assault weapon, or not. We also worked with the Mayor and City Council to craft important recitals and statements of legislative intent in the ordinance – referencing the violent attacks in suburban communities similar to Highland Park – to buttress the City's rights to adopt the law.

We teamed with the Brady Center to Prevent Gun Violence and local *pro bono* counsel to defend the City in federal court (which greatly reduced the City's legal fees). We worked hand in hand with co-counsel and City Staff to prepare, and win, summary judgment from the trial court, which issued an opinion that relied squarely on those very recitals that we drafted into the ordinance. The Court of Appeals then upheld the City's law in its decision, the first-ever opinion by a federal appeals court in review of a local assault weapons ordinance. The case has become a foundation for local efforts to regulate firearms across the country.

## 3. Winnetka Stormwater Litigation

In 2008 and 2011, the Village of Winnetka suffered two extreme rain events, causing significant flooding throughout the Village. To prevent future problems, the Village embarked on a \$60 million project to reduce flooding in the Village. To fund construction and maintenance of the project, the Village adopted a stormwater utility fee and charged properties owners based on the amount of stormwater contributed by each property to the Village's stormwater system. A resident brought a class-action lawsuit against the Village, claiming that the Village's stormwater fee was an unconstitutional tax. If successful, the resident's lawsuit would have required the Village to repay millions of dollars and to cancel its stormwater project.

We led the Village through multiple years of litigation, managing a complex discovery process, involving the production of tens of thousands of pages of records and multiple depositions. We obtained a resounding victory on behalf of the Village in the trial and then successfully defended the Village in the appellate court, reaffirming municipal authority to use stormwater utility fees as a tool to fund large stormwater projects.

## **d. Additional Client Services**

As part of our effort to bring to bear all of our collective talents and many years of experience for the benefit of our clients, our firm conducts internal meetings several times each month during which we share information on new legislation, case law, issues, and projects affecting our government clients. None of the

time spent in these meetings – which often result in significant advances to the interests of our clients—is ever charged to clients.

We will provide all new Village officials with a local government orientation on all of the major local government operational and substantive issues that they are likely to face in their new positions. We do this for all of our local government clients and they all find it invaluable. We will specifically tailor this orientation to Libertyville and its specific form of government and practices.

We frequently conduct workshops and seminars for our government clients, including Village Board workshops, Plan Commission and Zoning Board training sessions, and other board and committee advisory sessions on new matters of widespread concern. We also sponsor, free of charge, quarterly Manager's Roundtable discussions, not only to discuss legal matters but to provide a convenient forum for managers and administrators to exchange ideas among themselves. Our clients also frequently ask us to provide updates on pending legislative and policy initiatives that may affect them. When new state or federal legislation is passed, our clients are fully briefed on the impact, as well as creative approaches for compliance.

Perhaps the most well-known and highly anticipated of our seminars is the Elrod Friedman Biennial Local Government Law Seminar. Presented to elected officials and key administrative staff every two years, after the municipal elections, this seminar includes presentations on numerous vital topics as well as spirited discussion and debate among the participants. Preparation for and presentation of this seminar requires the firm's lawyers to be up to date on the laws and issues facing its clients. Officials and staff of the Village are welcome to attend these free seminars.

We also convene a quarterly roundtable breakfast with all of our managers and administrators. This provides an excellent opportunity for us to share pressing legal issues that may be common to many or all of our municipal clients. These quarterly meetings also provide our client managers and administrators an excellent opportunity to share with each other lessons learned and experience on various issues facing Illinois municipalities.

## **2. Optional Legal Services**

As described in our Introduction, Elrod Friedman has expertise in numerous areas of law that may impact the Village of East Dundee. Many of our municipal clients have benefitted from our experience in areas such as telecommunications law, HIPAA, environmental law, labor and employment matters, and cybersecurity. All of our lawyers are available to the Village to assist with whatever the Village may need. We do not think, that there is another law firm in Illinois that combines our municipal law experience with the breadth of our other practices.

As to the Optional Legal Services listed in the RFQ, we can assist with the following:

- *Administrative Adjudication Process* – We serve the City of Highland Park as its regular prosecutors for its administrative hearings, and we have also provided this service on an as-needed basis to other clients as well. We have written administrative hearing ordinances for several municipalities, and have even defended against citations issued to private-sector clients. We understand thoroughly Illinois law on local adjudication, and we understand the nuances and strategies necessary for successful outcomes for the Village.
- *Environmental Law* – Our attorneys have been on the cutting-edge of environmental issues for many years. We have guided our municipal clients through many environmental law issues, including CERCLA defense litigation, water safety, stormwater and wetlands regulations, leaking underground storage tanks, brownfield redevelopment, and a variety of remediation projects.

- *Prosecution Services* – We regularly prosecute building and zoning code violations for several of our local government clients, in both the circuit court and in administrative and code hearings. We also frequently collaborate with our clients’ prosecutors to achieve desired results.

We do not provide traditional labor law (that is, collective bargaining) services to our clients. However, as discussed above, we have deep experience in general employment law matters affecting municipalities. We also have an excellent and close relationships with the local labor attorneys, with whom we collaborate on behalf of several municipalities in the area.

## Ordinances and Regulations:

### Adult Use Regulations

Galesburg	Lake County
Grayslake	Lake Zurich
La Grange	Mapleton
Lake Bluff	

### Ethics Codes and Regulations

Arlington Heights	Northbrook
Glencoe	Northwest Water
Highland Park	Commission
Kenilworth	Oak Brook
Lake Bluff	

### Residential Bulk Regulation/ Tear Down Regulations

Glencoe  
Hinsdale  
Highland Park  
Kenilworth  
Lake Bluff  
Lake Zurich  
Lincolnwood  
Northbrook

### Impact Fee/ Contribution Ordinances

Hinsdale (Park Land Contribution)  
Highland Park (School, Park, and Library  
Contribution)  
Lake Bluff (School and Park Land  
Contribution)  
Northbrook (Transportation)  
Northbrook (School and Park Land  
Contribution)  
Warrenville (School, Park, and Library  
Contribution)

### Subdivision Codes

La Grange  
Libertyville  
Lincolnwood  
Northbrook

### Stormwater Management and Flood Plain Regulations

Highland Park	Lake Zurich
Hinsdale	Libertyville

### Building Codes

Deerfield	Lake Bluff
Des Plaines	Lincolnwood
Highland Park	Northbrook
Hinsdale	
Kenilworth	

### Historic Preservation Regulations

Glencoe  
Highland Park  
Hinsdale  
Lake Bluff

### Land Management Plans and Agreements

Bloomington/Normal  
County of Lake (Cuneo)  
Lake-Cook Road Corridor Agreement  
Lake County/Lake County Forest  
Preserve/Lindenhurst  
Lake Zurich/Kildeer (Joint Plan)  
Willow Road Corridor Agreement

### Land Use and Zoning Regulations

Des Plaines Zoning Code Use Matrix  
Glencoe Zoning Code  
Hinsdale Zoning Code  
Kenilworth Comprehensive Plan  
La Grange Zoning Code  
Lake Bluff Zoning Regulations  
Lake Zurich Zoning Code  
Libertyville Zoning Code  
Lincolnwood Zoning Code  
Northbrook Zoning Code  
Oak Brook Planned Development Ordinance  
Mundelein PUD Chapter

### Sign and Billboard Regulations

Des Plaines	Hinsdale
Galesburg	Libertyville
Glencoe	Northbrook
Highland Park	Oak Brook

### Tree Protection Regulations

Deerfield	Lake Bluff
Glencoe	Lincolnwood

Kenilworth

Northbrook

Kenilworth

Northbrook

#### **Wireless Antenna and Small Wireless Facility Regulations**

Deerfield	Lincolnwood
Des Plaines	Northbrook
Glencoe	Oak Brook
Highland Park	Warrenville
Hinsdale	Winnetka

#### **Infill/Construction Site Management Regulations**

Arlington Heights	Lincolnwood
Highland Park	Northbrook
Kenilworth	

#### **Municipal Electoral Board - Challenges**

Barrington  
Des Plaines  
Evanston  
Northbrook  
Winnetka

#### **Affordable Housing Plans**

Deerfield	Lake Bluff
Glencoe	Lake Zurich
Highland Park	Northbrook
Hinsdale	Winnetka
Kenilworth	

#### **Other Codes and Regulations**

Carpentersville Animal Control Ordinance  
Deerfield Assault Weapons Ban Ordinance  
Des Plaines Business Licensing Regulations  
Glencoe Multiple Family Building Moratoria  
Highland Park Inclusionary Housing Regulations  
Highland Park Assault Weapons Ban Ordinance  
Highland Park Liquor Control Ordinance  
Highland Park Pedestrian Oriented Shopping Overlay District  
Highland Park Smoking Ban  
Highland Park Driveways and Driveway Approaches Ordinance  
Kenilworth Residential Demolition Delay Ordinance Moratoria  
Kenilworth Business District and Application Process Regulations  
Kenilworth Steep Slope Protection Ordinance  
Lake Bluff Fence Regulations  
Lake Bluff Ravine Protection Ordinance  
Lake Bluff Similar/Dissimilar Ordinance  
Lincolnwood Municipal Code  
Lincolnwood Fair Housing Reasonable Accommodation Ordinance  
Northbrook “Big Box” Retail Space Regulations  
Northbrook Regional Shopping Mall Special Zoning District Regulations  
Northbrook Firearms (Bump Stock) Sales Regulations  
Cannabis-Related Zoning and Enforcement Ordinances  
Commercial Filming Ordinances  
Emergency Management and Civil Emergency Ordinances  
False Alarm Ordinances  
Home-Sharing (Short Term Rental) Zoning and Licensing Regulations  
Massage Establishment Regulations

### **III. APPROACH TO SERVICE DELIVERY**

#### **Our Teamwork**

We bring a team approach to the representation of every one of our municipal clients. Each municipal client is typically served primarily by a partner who serves as lead attorney, and by a non-partner attorney who is always available for all Village legal matters. This ensures that each of our clients has particular attorneys in our office with whom they work so that our clients never have to hunt down the right attorney to talk to.

Our entire group collaborates every day to bring the very best representation to all of our municipal clients. We rely upon and consult with each other to identify the best legal approaches, the most effective documents, and the most creative strategies to help our clients succeed. Because our bench is so deep and our experience so vast, we can rise to any challenge and help the Village realize all of its goals. Other firms and solo practitioners simply do not have the numbers or the firepower, or the practice model, to provide all of the services as completely and as efficiently as we can.

#### **Our Responsiveness**

We are excellent attorneys, and we structure our practice so our clients have ready access to that expertise. We understand that the Village Administrator and staff often need “real time” counsel on a variety of issues, including the Village Code and Illinois statutory interpretations, employment and personnel matters, and other sensitive subjects. We take great pride in responding immediately to our clients’ inquiries and needs. You will not wait days or even hours for a response from us. If we do not answer the telephone immediately (all of us have direct lines), then we will call you back promptly – usually within a few minutes. Whether in the office or on the road, we are always accessible by phone or by e-mail. And we get our projects done on time.

#### **Our Work Ethic**

We do not over-lawyer. We are efficient. We provide practical, thoughtful, useful, understandable counsel. We are clear and concise writers. We are good public speakers - forceful when necessary, but always polite and respectful. We are creative. We believe “no, you can’t do that,” is rarely the complete answer. We are not policy makers -- we help policy makers legally advance chosen policies. We do not seek the limelight. Our greatest sense of accomplishment comes when our legal counsel and strategy (whether behind-the-scenes or not) helps lead the way to the successful implementation of a desired government program or action.

#### **Our Joint Projects**

Often, we do work for one of our local government clients can be applied and utilized by our other clients, such as enactment of new ordinances, or implementation of new programs or procedures to comply with new statutes or court decisions. These situations are opportunities to provide real costs savings for our clients by dividing our fees among our many, similarly situated, government clients. We then work with each municipality to customize the model for its own unique circumstances. This results in a high level of efficiency and tremendous cost savings that have been well received by our clients. Recently, we have done this type of joint project relating to (i) creation of travel expense reimbursement rules, (ii) creation of new FOIA forms and regulations, (iii) creation of ethics codes, (iv) cannabis regulations, (v) parental responsibility rules, (vi) small wireless facilities ordinances and license agreements, and (vii) COVID-19 ordinances, resolutions, orders, and declarations.



#### IV. ATTORNEY QUALIFICATIONS AND EXPERIENCE

We have developed staffing procedures that are particularly well-suited to the demands of our local government clients. Our entire practice is structured to provide timely and effective responses to our government clients. We understand, and cater to, government's need for quick response across a broad range of substantive areas at a responsible cost. Additionally, we believe it is best for clients to establish an attorney as the principal focus for the representation of each local government, and then also to involve as many other members of the firm as may be necessary or appropriate to bring our best expertise to bear on every problem at the lowest possible per hour cost for such service.

For the Village of East Dundee, **Kelley Gandurski** and **Caitlyn Culbertson** will serve as principal counsel. Kelley will attend all regular and special meetings of the Village Board. Kelley was the Corporation Counsel for the City of Evanston, and has many years of front-line experience serving as principal and special counsel to numerous other municipalities. She is an attorney who has spent much of her career representing municipalities. Caitlyn has focused her private practice on municipal law, counseling local governments on a wide range of topics including zoning, land use, governance, and statutory compliance. Caitlyn has worked as both general counsel and special counsel to municipalities and other units of local government throughout Illinois.

Work may be assigned to other attorneys at the firm as appropriate for the Village's needs on a particular project. In this way, East Dundee will benefit from the talents of all of our attorneys, many of whom have special experience in certain areas of local government law. However, we will not subcontract any component of the legal services.

The Village President, the Village Trustees, the Village Administrator, and the Village Staff will always have the comfort of knowing that Kelley and Caitlyn will be ultimately responsible for all matters for the Village of Libertyville. They will be available to the Village at all times, 24/7.

Following are the resumes of Kelley and Caitlyn, as well as those of Steve Elrod, Peter Friedman, Benjamin Schuster, and Brooke Lenneman, all of whom will be available to the Village of East Dundee for particular matters as the need may arise.





# Kelley A. Gandurski

ATTORNEY, ELROD FRIEDMAN LLP

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**Kelley Gandurski** is an executive and legal professional who has spent her career in both the public and private sectors, in traditional legal practice and executive city management. She has represented local governments such as the City of Chicago and the City of Evanston in all aspects of municipal law, operations, and crisis management.

Kelley began her career in the City of Chicago Law Department practicing in civil prosecutions and defense matters. She was recruited to private practice and worked for a number of years on municipal, commercial, and subrogation and tort cases (plaintiff and defense), practicing in multiple states (in both federal and state court). Kelley has been the lead attorney on several jury and bench trials throughout her career.

In 2016, Kelley returned to the City of Chicago as a Supervising Attorney in the Municipal Prosecutions Division. She was then appointed by the Mayor of Chicago to be the Executive Director of Chicago Animal Care and Control, where she managed a department of 80 employees (union and non-union), as well as over 300 volunteers. Kelley and the Department garnered worldwide accolades in the handling of numerous high-profile matters.

In 2020, the City of Evanston recruited Kelley to become the City's Corporation Counsel. After successfully managing the City through the COVID-19 pandemic, Kelley was asked to become Deputy City Manager, overseeing four municipal departments. Upon the previous City Manager's departure in 2021, the Evanston City Council appointed Kelley as the Interim City Manager, overseeing all aspects of governmental function for the City of Evanston. In this role, Kelley combined her legal and executive expertise to create multiple systems for efficient operations, managing personnel matters, creating space for community dialogue, reporting to the City Council on all aspects of City operations, and steering to passage the City's \$360 million budget. Kelley also lead her team in creating and securing City Council passage of the City's \$43 million plan under the American Rescue Plan Act.

## **EDUCATION**

- DePaul University College of Law, Chicago, Illinois
- St. Joseph's College, Rensselaer, Indiana, BA in Political Science, Teaching Minor in Spanish, *Magna Cum Laude*



# Caitlyn R. Culbertson

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**Caitlyn Culbertson** focuses her practice on zoning, land use and municipal law. She counsels local governments on a wide range of topics including zoning, governance, and statutory compliance related to the Illinois Freedom of Information Act, Illinois Open Meetings Act, Illinois Prevailing Wage Act, and Illinois State Officials and Employees Ethics Act. Caitlyn has extensive experience drafting legislation, zoning and other development approvals, as well as drafting and negotiating intergovernmental and professional service agreements. She regularly attends board and commission meetings for local government clients.

Caitlyn also works with private developers and property owners to obtain municipal approvals for real estate development projects including zoning changes, special uses, variations, annexation and development agreements, and subdivisions and planned developments. She counsels business and property owners when building, zoning, licensing, or other municipal code violations have been alleged.

In addition to her transactional work, Caitlyn has extensive litigation experience including appellate practice. She has represented both public and private sector clients in a wide range of matters including constitutional claims, breach of contract, discrimination and retaliation claims, employment disputes, ordinance violations and personal injury defense. Caitlyn has also successfully defended numerous lawsuits challenging local zoning and land use controls. Caitlyn previously served as a Judicial Law Clerk in the Circuit Court of Cook County, Chancery Division.

Caitlyn is passionate about public service. After graduating from Davidson College, she spent a year working with the Center on Wrongful Convictions at Northwestern University School of Law's Bluhm Legal Clinic. During law school, Caitlyn continued this work as a case representative for the UNC Innocence Project.

## **EDUCATION**

- University of North Carolina School of Law, Juris Doctor
- Davidson College, Bachelor of Arts



# Peter M. Friedman

**PARTNER, ELROD FRIEDMAN LLP**

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**Peter Friedman** has an accomplished and broad real estate and government law practice, representing both private and public sector clients in all phases of government operations, real estate finance, acquisition, development, zoning and land use matters. He is the co-founder of Elrod Friedman LLP and serves as the firm's General Counsel.

Peter represents numerous Illinois local and state government agencies, municipalities, and counties on all aspects of government law, real estate, and development. Peter serves as City Attorney for the City of Des Plaines; as Village Attorney for the Villages of Lake Bluff and Winnetka; and as General Counsel to the Waukegan Port District (including the Waukegan Harbor and Marina and the Waukegan National Airport). He is General Counsel to the Chicago Association of Realtors and special outside counsel to the Teachers' Retirement System of the State of Illinois. He has represented the state of Illinois and the Illinois Medical District on significant public-private partnerships involving large multiuse developments as well as infrastructure and public transportation projects. He has also handled cyber security and related technology issues.

On real estate and transactional projects in Chicago, throughout Illinois and nationwide, Peter's private sector clients include property owners, pension funds, tenants, developers, and private equity groups. For these clients, Peter works on a broad range of real estate and transactional projects, including annexation, zoning, and development agreements, TIF and SSA financing, tax incentive and abatement agreements, mixed-use and multi-family developments, and public-private partnerships.

Peter has special knowledge and experience in environmental law as well as internal investigations related to procurement matters, regulatory compliance, employment issues, fraud, corporate governance, and criminal misconduct.

Peter has defended numerous lawsuits challenging local zoning and land use controls. He has handled several local government lawsuits involving civil rights, annexation disputes, contract actions, environmental enforcement, and numerous First Amendment claims. For both public and private sector clients, Peter has argued cases in Federal District and Appellate Courts and at all levels of state court, including successfully before the Illinois Supreme Court.

Peter served as co-counsel and ethics officer for the transition team of former Illinois Gov. Bruce Rauner. As part of this representation, he advised the administration on all issues related to Illinois ethics, procurement, personnel, employment, and government law.

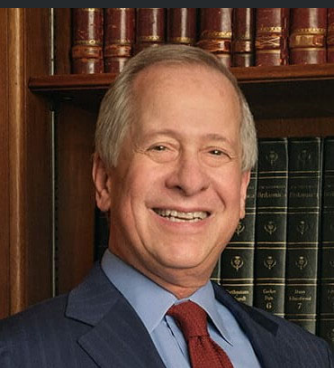
Appointed by Cook County President Toni Preckwinkle, Peter serves on the board and as vice-chairman of the Cook County Land Bank Authority (CCLBA) and as Chairman of the CCLBA's property acquisition committee.

Chambers USA 2022 placed Peter in the highest band in Illinois (*Band 1*), and included the following observation:

*Peter "provides wise and sage counsel on a variety of matters" and "is exceptionally knowledgeable, a sophisticated businessman and a master of interpersonal relations."*

## **EDUCATION**

- American University, Washington College of Law, J.D.
- Allegheny College, B.A.



# Steven M. Elrod

**PARTNER, ELROD FRIEDMAN LLP**

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**Steve Elrod** represents private and public sector clients on land use, zoning and real estate matters. He is the co-founding partner of Elrod Friedman LLP and serves as the firm's Managing Partner.

Steve is a past-president of the Chicago Bar Association, the largest metropolitan bar association in the nation. He is the Corporation Counsel for the City of Highland Park, and the Village Attorney for the Villages of Deerfield, Glencoe, Lincolnwood and Northbrook. Steve represents owners and developers in a variety of real estate and transactional projects, and is regularly engaged to secure zoning relief, entitlements, incentives and approvals from state and local governments. His practice focuses on:

- Public-private partnerships
- Tax incentive and abatement agreements, including tax increment financing (TIF) and special service area (SSA) financing
- Annexation, subdivision and development agreements
- Shopping center, multi-family residential and mixed-use developments
- Affordable and attainable housing programs

Steve has litigated land use issues, including eminent domain, regulatory taking and inverse condemnation, RLUIPA, the First Amendment and the Second Amendment. He drafted, and successfully defended a federal court challenge to, the City of Highland Park Assault Weapons Ban ordinance.

Steve is an adjunct professor at Northwestern University Pritzker School of Law, where he teaches Land Use and Local Government Law. He is a founding member of the North Suburban Legal Aid Clinic, and he served as the co-chair of the legal advisory committee on the Lori Lightfoot Mayoral Transition Team.

Chambers USA 2022 placed Steve in its highest possible ranking level, "*Star Individuals*," and included the following observations:

*Steve is a "preeminent attorney in land use and local government matters... he "is a recognized leader in the area of municipal law"*

## **EDUCATION**

- Northwestern University Pritzker School of Law, J.D.
- Tulane University, B.A., magna cum laude



# Benjamin L. Schuster

**PARTNER, ELROD FRIEDMAN LLP**

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**Ben Schuster** is a partner at Elrod Friedman LLP. He practices in the areas of government, real estate and land use law. He represents public and private sector clients in transactional, governance and litigation matters.

Ben advises numerous municipalities and state agencies on a variety of matters, including zoning and land use, tax increment financing, environmental regulation and compliance, ordinance drafting, code enforcement, licensing and regulatory affairs, internal investigations, and First Amendment issues.

Ben also focuses a significant portion of his practice advising public sector clients on Freedom of Information Act (FOIA), Open Meetings Act (OMA) and other governance issues. He has extensive experience representing public bodies before the Illinois Attorney General Office's Public Access Counselor, as well as in FOIA and OMA-related litigation. He also has lectured and written extensively on FOIA and OMA matters.

Ben is the Village Attorney for the Village of La Grange, and Deputy Village Attorney for the Village of Deerfield. He also provides general counsel services to the cities of Highland Park and Des Plaines, and the villages of Lake Bluff, Winnetka, Lincolnwood, Northbrook and Glencoe. He also provides special outside counsel services to the City of Chicago and the Teachers' Retirement System of Illinois.

Ben has significant experience representing private sector clients, ranging from Fortune 500 companies to small and mid-sized business on zoning matters and compliance with State and local regulations. He has assisted private sector clients in both the City of Chicago and the suburbs secure zoning, TIF financing, and other land use approvals. He also has substantial experience assisting companies to comply with regulations across the country related to the sharing economy, such as short-term rental laws.

Ben is an experienced litigator in real estate and local government related litigation, including annexation, eminent domain, property ownership, and property maintenance disputes.

Chambers USA 2021 placed Ben in *Band 3* in Illinois, and included the following observation:

*Ben "is excellent with agreements, contracts and handling complex Freedom of Information requests. He is responsive, always available and has a keen understanding of the law in this area."*

## **EDUCATION**

- The University of Chicago Law School, J.D., with high honors and order of the coif
- The London School of Economics and Political Science, Masters in Regional and Urban Planning, with merit
- Hamilton College, B.A., Government, with honors



# Brooke D. Lenneman

ATTORNEY, ELROD FRIEDMAN LLP

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**Brooke Lenneman** counsels local governments on a wide range of topics including zoning, licensing and permitting, governance, policy, and statutory compliance, including compliance with the Illinois Freedom of Information Act, Illinois Open Meetings Act, Prevailing Wage Act, and Illinois State Officials and Employees Ethics Act. She is the City Attorney for the City of Warrenville.

Brooke has extensive experience drafting legislation; zoning and other development approvals; professional services, construction, and information technology contracts; and intergovernmental agreements. Brooke also represents local government clients in code enforcement, demolition, and railroad right-of-way matters in court and before the Illinois Commerce Commission. She regularly attends board and commission meetings for local government clients.

Brooke also represents property owners and developers in a variety of real estate and transactional projects, and is regularly engaged to resolve licensing, permitting, and other regulatory issues. She counsels business and property owners when building, zoning, licensing, or other municipal code violations have been alleged, including litigation in Circuit Court and before administrative bodies.

Brooke previously served as Assistant Corporation Counsel for the City of Chicago where she gained extensive knowledge of Chicago's Municipal Code, permitting processes, zoning administration, and legislative processes. Brooke prosecuted violations of the City's zoning ordinance and building code, and defended the City in complaints for equitable relief.

## ***EDUCATION***

- DePaul University College of Law, J.D., magna cum laude, Order of the Coif
- Northwestern University, B.A., with honors

## PRICING

Our hourly rates are as follows:

Name	Title	Rates <sup>1</sup>
Kelley A. Gandurski	Attorney	\$295
Caitlyn R. Culbertson	Attorney	\$270
Peter M. Friedman	Partner	\$385
Steven M. Elrod	Partner	\$385
Benjamin L. Schuster	Partner	\$320
Brooke D. Lenneman	Attorney	\$285
Hart M. Passman	Partner	\$365
Braeden E. Lord	Attorney	\$240
Marcus E. Martinez	Attorney	\$265
Lucy A. Prather	Attorney	\$245
Stewart J. Weiss	Attorney	\$285
Megan R. Cawley	Of Counsel	\$230
Kevin J. McDermott	Paralegal	\$200

Bills to the Village would be submitted on a monthly basis with sufficient detail for the work undertaken by the Elrod Friedman team.

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<sup>1</sup> Elrod Friedman's hourly rates are evaluated for adjustment on an annual basis. Any billing rate adjustments will be effective on January 1 of each calendar year. Travel time will not be billed to the Village.

## Organizational Chart for the Village of East Dundee

Village Attorney

Kelley Gandurski

Caitlyn Culbertson

All Village Legal Services

Steven Elrod

Peter Friedman

Additional Support and Services

Benjamin Schuster

- FOIA
- Police Department Matters
- Environmental Regulation

Brooke Lenneman

- Legislation
- Zoning & Development
- Code Enforcement

Jin Stokes  
Secretary

Kevin McDermott  
Office Manager & Paralegal



## V. LIST OF MUNICIPAL AND GOVERNMENT CLIENTS

### Representative Public Sector Clients

Elrod Friedman has represented these local government clients as general counsel or on projects as special counsel in recent years:

#### Municipalities

Client	Primary Contact	Description of Services
Arlington Heights	Randy Recklaus, Village Manager	Village Attorney
Batavia	Laura Newman, City Administrator	Special Counsel
Deerfield	Kent Street, Village Manager	General Counsel
Des Plaines	Michael Bartholomew, City Manager	General Counsel
Evanston	Luke Stowe, City Manager	Special Counsel
Glencoe	Philip A. Kiraly, Village Manager	General Counsel
Highland Park	Ghida Neukirch, City Manager	Corporation Counsel
La Grange	Charity Jones, Acting Village Manager	Special Counsel
Lake Bluff	R. Drew Irvin, Village Administrator	General Counsel
Libertyville	Kelly Amidei, Village Administrator	Village Attorney
Lincolnwood	Anne Marie Gaura, Village Manager	Village Attorney
Northbrook	Cara Pavlicek, Village Manager	General Counsel
Peoria	Chrissie Kapustka, Corporation Counsel	Special Counsel
Skokie	Michael Lorge, Corporation Counsel	Special Counsel
Warrenville	David Brummel, Mayor	General Counsel
Waukegan	Ann Taylor, Mayor	General Counsel
Wilmette	Jeffrey Stein, Assistant Village Manager, Corporation Counsel	Special Counsel
Winnetka	Robert Bahan, Village Manager	General Counsel

#### State of Illinois

Client	Primary Contact	Description of Services
Teachers' Retirement System of Illinois	Stan Rupnik, Executive Director	Special Outside Counsel for Governance and Internal Investigations

## Counties and Other Local Agencies

Client	Primary Contact	Description of Services
Illinois Medical District Commission	Gina Oka, General Counsel	Special Counsel
Central Midwest Interstate Low-Level Radioactive Waste Compact	Gary McCandless	Chairperson
Chicago Metropolitan Agency for Planning	Amy McEwan, Chief of Staff	Special Counsel
County of Lake	Sandy Hart, Chair	Special Counsel
Northern Illinois Police Alarm System (NIPAS)	Chief Patrick Kreis, President	General Counsel
North Regional Major Crimes Task Force	Chief Michael Simo	Special Counsel
Park District of Oak Park	Jan Arnold, Executive Director	General Counsel
Waukegan Port District	Tom Evers, Chairman <i>Pro Tem</i>	General Counsel

## VI. REFERENCES

Please see Elrod Friedman's municipal client references and professional references below for Kelley Gandurski\* and members of the Elrod Friedman legal team.

Client	Primary Contact(s)	Description of Services	Years of Services
City of Waukegan 100 N. Martin Luther King Jr. Avenue Waukegan, IL 60085 *Kelley Gandurski	Ann B. Taylor Mayor 847-599-2510	City Attorney	1 year
County of Will 302 N. Chicago Street Joliet, IL 60432 *Kelley Gandurski	Samantha Marcum Director of Admin Services 815-774-7480	Hearing Officer for Administrative Adjudications	8 years
City of Evanston 2100 Ridge Evanston, IL 60201 *Kelley Gandurski	Luke Stowe City Manager 847-271-5464	Corporation Counsel Deputy City Manager Interim City Manager	1 year 4 months 9 months
Village of Lincolnwood 6900 N. Lincoln Ave Lincolnwood, IL 60712	Barry I. Bass Village President 847-745-4717  Anne Marie Gaura Village Manager 847-745-4712	Village Attorney	13 years
City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035	Nancy R. Rotering Mayor 847-926-1009  Ghida S. Neukirch City Manager 847-926-1000	Corporation Counsel	22 years

## **VII. STATEMENT FOR OUTSIDE LEGAL COUNSEL**

Elrod Friedman agrees to comply with the Village's protocols for outside legal counsel.

## **VIII. CONFLICTS**

There do not appear to be any existing or potential conflicts that would affect our ability to represent the Village of East Dundee.

# IX. CERTIFICATE OF INSURANCE



ELROD-1

OP ID: MV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2022

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).

<b>PRODUCER</b> Dasco Insurance Agency, Inc. 628 Academy Dr Northbrook, IL 60062		847-291-0660 <b>CONTACT NAME:</b> Dasco Insurance Agency <b>PHONE (A/C, No, Ext):</b> 847-291-0660 <b>FAX (A/C, No):</b> 847-480-9889 <b>E-MAIL ADDRESS:</b> conniew@dascoins.com	
<b>INSURED</b> Elrod Friedman LLP 325 N. LaSalle St, Suite 450 Chicago, IL 60654		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

### 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.

INSTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAAF3R0E	02/07/2022	02/07/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83SBAAF3R0E	02/07/2022	02/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WECAF4AEB	02/07/2022	02/07/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

### CERTIFICATE HOLDER

### CANCELLATION

Tandem HR 2400 Wolf Road Westchester, IL 60154	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 
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ACORD 25 (2016/03)

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NOTEPAD	INSURED'S NAME	ELROD-1 OP ID: MV	PAGE 2 Date 04/05/2022
<p>10 Days Notice of Cancellation for non-payment of premium and 30 Days Notice of Cancellation for any other reason. General Liability with Primary and Non Contributory when required by written contract per form SL0000. And Waiver of Subrogation when required by written contract per form SL0000. Waiver of Subrogation (Transfer of rights of recovery) included as per form SP0000-1018</p>			

**X. ACKNOWLEDGEMENT FORM**

**ATTACHMENT A**

**Village OF East Dundee**

**RETENTION & BILLING FOR VILLAGE ATTORNEY**



## **INDEX**

- 1. RETENTION**
- 2. ELECTRONIC BILLING**
- 3. CONFLICTS OF INTEREST**
- 4. ATTORNEY CONDUCT, STANDARDS REPORTING**
- 5. INSURANCE OF COVERAGE**
- 6. STAFFING**
- 7. STRATEGY AND BUDGET**
- 8. RETENTION OF OTHER PROFESSIONAL SERVICES**
- 9. CONFIDENTIALITY AND MEDIA CONTACT**
- 10. WORK PRODUCT**
- 11. CONSTANT COMMUNICATION IN LITIGATION**
- 12. APPEALS AND SETTLEMENTS**
- 13. WAIVER OF ATTORNEYS' LIEN**
- 14. FEES**
- 15. EXPENSES**
- 16. BILLING**
- 17. AUDIT RIGHTS**
- 18. RECORD RETENTION**

## **1) RETENTION**

Retention and billing for Village Attorney (this “Policy”) is applicable to all engagements by authorized representatives of the Village of East Dundee (“Village”) of any attorneys and firms as outside counsel (“Village Attorney”) representing Village.

Upon Village’s request, Village Attorney will execute an engagement letter with Village, which may identify lead attorneys in Village Attorney’s firm, specific attorneys authorized to work on the matter, applicable hourly rates and such other information as Village may require. At all times, this document and Village engagement letter (if any) will supersede any engagement letters provided to Village by Village Attorney.

By agreeing to represent Village, Village Attorney agrees to conduct the representation consistent with this document. A copy of this document should be provided to all attorneys, paralegals and preparers of invoices involved in the engagement before any work begins. Any waiver from this document must be in writing and signed by the Village.

In selecting and evaluating Village Attorney, Village strives to obtain high quality legal representation that produces the best possible results, and use legal resources in the most efficient and cost-effective manner. Controlling costs is a high priority and Village expects Village Attorney to use best efforts in assisting Village to achieve this objective.

## **2.) ELECTRONIC BILLING**

Unless otherwise directed, Village Attorney shall be required to participate in the Village electronic billing program (including submitting invoices and accepting payments electronically/ACH Payments as required by Village) at no additional cost to Village.

## **3.) CONFLICTS OF INTEREST**

Village Attorney shall undertake a thorough search for actual and/or potential conflicts of interest immediately after being contacted to represent Village in a matter. The conflicts check should encompass all lawyers and offices of Village Attorney.

Any and all conflicts must be disclosed to the Village Representative handling the matter at the time of the engagement or as soon as each conflict becomes known. The firm shall not undertake or continue any representation of Village until the conflict has been addressed with the Village Representative, and either resolved or expressly waived, in writing, by Village. Having undertaken representation of Village, Village Attorney should avoid any subsequent conflicts, except to the extent any such conflict has been addressed in accordance with this document.

#### **4.) ATTORNEY CONDUCT STANDARDS; REPORTING**

During the course of Village Attorney's representation of the Village, Village Attorney may have access to information regarding Village and its operations. If Village Attorney should discover evidence of material violations of the law by Village or its officers, directors, employees or other individuals or entities acting on Village's behalf, Village Attorney agrees to notify promptly the Village Administrator or the Village President.

#### **5.) INSURANCE COVERAGE**

Throughout the term of each engagement and the applicable statute of limitations, Village Attorney shall maintain, at its sole cost and expense, Professional Liability coverage with limits of at least three million dollars (\$3,000,000) covering Errors and Omissions of Outside Counsel and its subcontractors in providing or failing to provide the services, effective at all locations where Outside Counsel may perform any services for Village.

#### **6.) STAFFING**

At the outset of each engagement, Village Attorney and the Village Representative will discuss how the matter will be staffed and agree on the applicable billing rates.

The level of attorney and paralegal staffing must be both reasonable and necessary for the complexity of the matter. The Village Representative will evaluate the degree to which internal Village resources may be used to meet the project's requirements, including legal research, organization of files, depositions and witness interviews.

Only one (1) partner, one (1) associate and one (1) paralegal may work on a matter, unless otherwise authorized in advance by the Village Representative.

Village reserves the right to make ultimate staffing decisions to ensure that the staffing is optimal and may evaluate staffing and request changes to it on an on-going basis. Village Attorney is expected to make every effort to provide continuity in staffing and assign the appropriate level of legal talent to a matter. If it becomes necessary to replace an attorney or paralegal working on a matter, any time spent to bring the replacement "up to speed" should not be included in the billing.

##### Village will not pay for:

- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel;
- more than two (2) hours of time related to any status hearing in pending litigation;
- more than one (1) attendee at any deposition, meeting or hearing in all litigation matters, or more attendees than necessary at any meeting involving non-litigation matters; or
- summer associate or intern time.

## **7.) STRATEGY AND BUDGET**

Village and Village Attorney will work on formulating a strategy at the outset of each matter. With respect to actual or potential litigation or disputes, upon Village's request, Village Attorney will prepare a written case analysis and strategy evaluation. The strategy should identify any alternative means of disposing of the matter.

Additionally, upon Village's request, Village Attorney must promptly submit a budget, estimating fees and costs and including any such additional information as Village may require. At a minimum, the budget will include principal assumptions, identify specific phases and their cost, and specify applicable billing rates (consistent with the FEES Section below). No rate increases after the initial engagement will be made without explicit advance approval by Village.

## **8.) RETENTION OF OTHER PROFESSIONAL SERVICES**

Village must pre-approve retention of any third-party service providers, including associate or local counsel, printers, accountants, consultants, experts and providers of forensic or other services, including document handling services. All local counsel retained by Village Attorney should receive a copy of this document and comply with it.

Village retains the right to retain directly any such third-party providers or direct Village Attorney to retain such service providers as Village may designate from time to time. If consistent with an approved budget, Village Attorney will pay all applicable third-party provider fees. In all other cases, Village Attorney must bill Village for all third-party provider services, with no mark-up, by submitting invoices to Village for approval and payment consistent with this Policy.

## **9.) CONFIDENTIALITY AND MEDIA CONTACT**

Village Attorney must treat all Village matters confidentially in all respects and refer all media inquiries to Village, unless otherwise specifically authorized in advance by the Village Representative. Village Attorney may not use Village's name or describe Village's matters in any identifiable way in marketing materials or public statements without Village's prior written consent.

## **10.) WORK PRODUCT**

Where appropriate, Village Attorney should forward all pleadings and any other substantive work product to Village early enough to enable consideration, comment and approval. Village Attorney will provide all communications and documentation in connection with each engagement in electronic form, unless the Village Representative requests a different format.

Specifically, Village Attorney will provide the Village Representative with an electronic copy of all final and complete memoranda, pleadings and other substantive work product. Village Attorney is responsible for ensuring that its electronic communications with Village are transmitted in a secure manner at all times.

#### **11.) CONSTANT COMMUNICATION IN LITIGATION**

One of Village Attorney's highest priorities should be to understand Village's strategic position and objectives with respect to a litigation matter. By continuously keeping the Village Representative informed about all significant case developments (not just settlement offers or demands), Village Attorney can ensure that it is taking positions that are consistent with Village's strategic position and objectives.

Village Attorney should notify the Village Representative as soon as significant dates (*e.g.*, trial date, settlement conference) are set in a litigation matter. Village may wish to have Village Attorney and the Village Representative(s) present and will need advance notice to schedule. It also may be critical to Village for planning, public disclosure or other purposes to know the anticipated timing of key events in litigation.

#### **12.) APPEALS AND SETTLEMENTS**

Without the pre-approval of the Village Representative, Village Attorney may not appeal an adverse judgment or file a response to an appeal taken by another party. In all events, however, Village Attorney should protect Village's appeal rights pending a decision by Village.

Village Attorney should identify settlement possibilities before extensive discovery or other costly activity and report all settlement offers and demands to the Village Representative immediately. Village Attorney may not, however, enter into any settlement discussions or any final settlement without the approval of Village.

#### **13.) WAIVER OF ATTORNEYS' LIEN**

Handling of a matter by Village Attorney engaged by Village will constitute a waiver by Village Attorney of any lien on files and documents relating to the matter, whether any such document was provided by Village or a third party or provided by or created by Village Attorney and on any amounts of money and property Village Attorney may receive for Village in connection with the matter. Upon request, Village Attorney will provide immediately to Village the file, documents, funds or property relating to the matter notwithstanding any unpaid invoices or other amounts owed to or claimed by Village Attorney. Providing these items upon request will not constitute a waiver of any claim Village Attorney might have for amounts owed to Village Attorney in accordance with this document.

#### **14.) FEES**

To the extent that Village is charged for services at hourly rates, Village must agree to such rates in advance. The rates charged Village shall be no higher than those which Village Attorney charges its most favored client in comparable circumstances. Village Attorney must promptly make all adjustments to hourly rates to comply with this requirement.

Village will not pay unreasonable fees, and will not pay any fees for:

- preparing invoices/billing inquiries/budgets/accruals;
- hours less than .1 hours;
- preparing auditor responses;
- unless necessary for effective case management, routine detailed summarizing of depositions and documents, including summarizing and digesting of depositions before trial is imminent;
- any administrative or clerical work (*e.g.*, filing, file indexing, document stamping, secretarial or librarian work performed by any staff member of the firm, including secretarial staff, librarians or paralegals);
- administrative/secretarial work performed by paralegals, or paralegal work performed by attorneys;
- excessive review, proofing, editing of memoranda, motions, etc.;
- review or organization of the file;
- research (including computerized research), unless approved in advance by the Village Representative, with the research results provided to Village;
- research previously performed for other matters (only the initial matter may be billed for the research);
- reviewing/analyzing conflicts;
- training time;
- more than one (1) attendee at any deposition, meeting or hearing in all matters involving litigation, or more attendees than necessary at any meeting involving all other matters;
- brief routine assistance (including requests for information about judges, general local procedures and obtaining work previously prepared by the firm);
- tasks performed more than 60 days from the date of the invoice, unless otherwise preapproved by the Village Representative (as explained in more detail in BILLING below);
- staff overtime;
- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel; or
- summer associate or intern time.

## **15.) EXPENSES**

Unless otherwise agreed, Village will reimburse Village Attorney for reasonable and necessary expenses and disbursements incurred on its behalf at actual cost (*i.e.*, without markup over actual out-of-pocket cost). All bills must contain a summary of charges for each expense totaled by category.

In general, Village considers all but a few types of expenses (*e.g.*, certain travel expenses as provided below) part of Village Attorney overhead and already covered in the hourly rate or fixed fee. Village will reimburse Outside Counsel for reasonable and necessary travel expenses, including coach airfare, hotel, car rental and meals, as may be reasonable under the circumstances and approved in advance by the Village Representative handling the matter. Reimbursement rates for personal auto mileage (outside a 25-mile radius) will be at the prevailing Village approved rate.

Village will not pay for:

- unreasonable use of air freight/courier/messengers;
- processing of third party invoices;
- overhead, including but not limited to: rent, equipment rental, utilities, computer equipment, software, reporters, books/periodicals, seminars, office supplies, postage, word processing or other computer charges (including computerized legal research vendor charges), faxes, non-attorney/non-paralegal staff (such as library staff), secretarial services, routine photocopying or printing (except in unusual circumstances, such as a formal document production, patent file histories, large quantities of documents needed for litigation and if preapproved in writing by the Village Representative), telephone calls (local and long distance), date stamping, calendaring, making travel arrangements, opening/closing matters, managing clerical work, meals, taxi or car service, continuing legal education or any disbursement associated with client development; or
- travel time, except to the extent Village work is performed en-route and so indicated in time entry, and except for pre-approved travel expenses as set forth in the preceding paragraph.

#### **16.) BILLING**

A statement for services rendered and disbursements incurred shall be submitted monthly, unless Village Attorney is directed otherwise. All invoices are subject to review and approval by Village prior to final payment, which will be made either on a monthly or a quarterly basis, unless a different arrangement is made. Village Attorney should apply all amounts received from Village to the referenced invoices only.

Invoices shall, as appropriate, separately break out sub-invoices that can be allocated to zoning/development applicants ("Applicants") as additional costs of applications, as permitted by Ordinance or requested by the Village Administrator, building and zoning officials, or Finance & Administrative Services Director. Any payments made by any such Applicants shall be credited (i) first, against the firm's incurred but unbilled time in excess of the monthly retainer amount; and (ii) second, if any, against any amount of the monthly retainer amount or hourly billable rates otherwise payable by Village.

One of the Village's priorities is to ensure that Village Attorney's invoices provide an accurate reflection of actual activities for each particular matter on a monthly basis. To achieve this objective, each invoice submitted must only include those services and disbursements incurred in a specific month. Village will not accept any invoice for services that were performed more than 60 days prior to the date of the invoice or invoices that span multiple months. The submission of invoices that do not meet these requirements causes unacceptable distortions in Village's budgeting and accounting process. In addition, Village Attorney must submit all invoices no later than 60 days after rendering final services for each matter. Village reserves the right to reject any invoice that fails to conform to these instructions or this Policy.

Unless otherwise directed in connection with Village's electronic billing program, each such statement shall set forth:

- Invoice Number
- Invoice Date
- the Village contact, case or matter name and (if applicable) claim or file number, each on its own sheet;
- the billing period involved;
- the firm's address and FEIN;
- a detailed description of each task performed in single-activity time entries, including the date it was performed and who performed it, their rate, the time expended and charged for each task.
- billing in 0.1 hour increments (activities taking less than 0.1 hour should not be billed);
- for fees or expenses requiring pre-approval, the name of the authorizer, and for expenses, a detailed itemization of each expense;
- a summary showing the name, rate, total hours/charges, title (*e.g.*, partner, associate) of each staff member billing and total savings from discounts during (a) that period and (b) the life of the matter; and
- if a budget has been required, the budget for the matter and the amount remaining in the budget after payment of all bills.

Generic descriptions such as the following are not acceptable for billing purposes:

- |                                      |                            |
|--------------------------------------|----------------------------|
| • attention to matter                | • prepare for meeting      |
| • motion work                        | • telephone call           |
| • review case and issues             | • work on discovery        |
| • work on project or case conference | • discovery                |
| • pleadings                          | • receive/review documents |
| • review correspondence              | • trial preparation        |
| • work on file arrangements          | • research                 |
| • meeting analysis update strategy   |                            |

If requested by the Village Representative, Village Attorney is required to submit, by matter, an estimate of all services and disbursements to be billed for a given month, which will include the total amount of services and disbursements to be invoiced and such other additional information as the Village Representative may specify.

#### **17.) AUDIT RIGHTS**

Village may review and audit back-up documentation for each engagement of Village Attorney, including supporting time sheets.

#### **18.) RECORD RETENTION**

Village Attorney should retain all records pertaining to its engagements by Village for a minimum time period of five (5) years from final billing and Village must pre-approve any destruction of such records.



All billing statements must be in accordance with this document in order to be processed for payment. Any questions concerning this document should be addressed to the Village Representative. Village reserves the right to amend this document at any time.

Acknowledgement Form

I have read, understand and will adhere to the Retention and Billing for Village Attorney document.

Kelley A. Gandurski

[Lead Counsel's Name]

Elrod Friedman

[Firm's Name]

[Signature]

9/7/22

[Date]

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Phil Cotter, Director of Public Works  
**Subject:** Purchase of Rock Salt  
**Date:** November 7, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution authorizing the purchase of rock salt for the 2022-2023 winter season from Compass Minerals America, Inc. through the State of Illinois' joint purchasing program and open a purchase order in the amount of \$38,000.

### **Funding Source:**

Motor Fuel Tax (MFT) Fund, Account No. 28-01-5160

### **Summary:**

The FY 2022-2023 Budget appropriates \$31,500 for the purchase of rock salt for snow and ice control. For the upcoming winter, staff again elected to participate in the State of Illinois' joint purchasing program through the Department of Central Management Services ("CMS") for purchasing rock salt. In order to participate in the CMS program, the village was required to declare its commitment in the spring by providing the state with an amount of requested salt. With the salt barn being near capacity, staff requisitioned 450 tons of additional salt for the coming winter.

The village has received notification from CMS that its awarded unit price for the purchase and delivery of rock salt is \$84.57 per ton from Compass Minerals America. This unit price reflects a 28.5% increase over last year's unit price of \$65.79 per ton (also from Compass Minerals America). This increase is attributable to higher transportation costs, higher demand of rock salt last winter, and an increase in the cost of mining the salt product itself. The City of Elgin and the Village of Carpentersville were both awarded the same unit price for rock salt at \$84.57 per ton.

The budgeted amount of \$31,500 is based on 450 tons at \$70.00 per ton. Through the CMS program, the Village is obligated to purchase 80% (or a minimum of 360 tons) of the requisitioned amount (450 tons). The vendor is in turn obligated to maintain the unit price up to 120% (or 540 tons) of the requisitioned amount. Staff recommends opening a purchase order in the amount of \$38,000 which will allow staff to meet the minimum purchase requirement of 80% and also purchase the requisitioned amount (450 tons) should the upcoming winter warrant purchasing

that quantity of rock salt. There are sufficient funds in the MFT Fund to cover the proposed overage.

**Attachments:**

Resolution

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
APPROVING THE PURCHASE OF ROCK SALT FROM COMPASS MINERALS  
AMERICA, INC. IN THE AMOUNT OF \$38,000.00 FOR SNOW AND ICE CONTROL  
DURING THE WINTER OF 2022-2023**

**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 provides snow and ice control on all Village roads during each winter season; and

**WHEREAS**, Village Staff recommends the purchase of up to 450 tons of rock salt from Compass Minerals America, Inc. in the amount of \$38,000 through the State of Illinois' joint purchasing program for snow and ice control on all Village roads; and

**WHEREAS**, the Village's corporate authorities determine that is in the Village's best interest to purchase rock salt in the amount of \$38,000 for snow and ice control on all Village roads during the 2022-2023 winter season;

**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 the purchase of rock salt in the amount of \$38,000.00 from Compass Minerals America, Inc. for snow and ice control on all Village roads during the 2022-2023 winter season.

**ADOPTED** this 7<sup>th</sup> day of November, 2022, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

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

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

**APPROVED** by me this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

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

Recorded in the Village records on \_\_\_\_\_, 2022.

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Franco Bottalico, Management Analyst  
**Subject:** Amendment to Chapter 158 of the Village Code  
**Date:** November 7, 2022

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### **Action Requested:**

Staff recommends Village Board approval of an ordinance creating Section 158.07 of the Village Code to allow for variation requests from the landscaping, screening, and tree preservation requirements in Chapter 158 of the Village Code to be heard by the Planning, Zoning and Historic Preservation Commission.

### **Summary:**

From time-to-time the village receives a variance request application to Chapter 158 of the Village Code (landscaping, screening and tree preservation requirements). Currently the PZHC does not have jurisdiction to hold public hearings or to make recommendations to the Village Board regarding this section. As the existing code reads, all variations to this section would be conducted by the Village Board. By adding the below language, the Village Board will allow the PZHC to hold public hearings and review variation applications regarding Chapter 158 and grant the PZHC the jurisdiction to make recommendations to the Village Board.

This change is being recommended to provide consistency with the elements that the PZHC has jurisdiction over and is also recommended for approval by the PZHC Commission Chair.

Section 158.07 of the Village Code is created as follows, with new text underlined:

The Zoning Board of Appeals shall have the jurisdiction to hold public hearings and offer recommendations to the Village Board of Trustees concerning variations of this Chapter 158 in accordance with the procedures in Chapter 157 of this Code.  
The Village Board of Trustees may grant variations from the requirements of this Chapter 158 after a public hearing is held by the Zoning Board of Appeals and upon receipt of a recommendation from the Zoning Board of Appeals.

### **Attachment(s):**

Ordinance

**ORDINANCE NUMBER 22-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, CREATING SECTION 158.07  
OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE TO ALLOW FOR VARIATION  
REQUESTS FROM THE LANDSCAPING, SCREENING AND  
TREE PRESERVATION REQUIREMENTS IN CHAPTER 158  
OF THE VILLAGE CODE TO BE HEARD BY THE ZONING BOARD OF APPEALS**

**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 Board of Trustees desires to create a new Section 158.07 of the Village of East Dundee Village Code ("Village Code") to grant the Village's Planning, Zoning and Historic Commission, also known as the Zoning Board of Appeals, jurisdiction to hold public hearings and make recommendations to the Village President and Board of Trustees regarding variations to the landscaping, screening and tree preservation requirements in Chapter 158 of the Village Code;

**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: Village Code Amendment.** That Section 158.07 of the Village Code, entitled "Variations," is created and shall read as follows:

The Zoning Board of Appeals shall have the jurisdiction to hold public hearings and offer recommendations to the Village Board of Trustees concerning variations of this Chapter 158 in accordance with the procedures in Chapter 157 of this Code. The Village Board of Trustees may grant variations from the requirements of this Chapter 158 after a public hearing is held by the Zoning Board of Appeals and upon receipt of a recommendation from the Zoning Board of Appeals.

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

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



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

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

**ADOPTED** this 7<sup>th</sup> day of November, 2022 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

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

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

**APPROVED** by me this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this 7<sup>th</sup> day of November 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on November \_\_\_\_, 2022.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_

Applicant

Date: November \_\_, 2022

## Memorandum



**To:** Village President and Board of Trustees

**From:** Erika Storlie, Village Administrator

**Subject:** Sale of Village-Owned Condominium Units in 611 Main St.

**Date:** November 7, 2022

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### **Action Requested:**

Staff submits for Village Board consideration an ordinance and a purchase and sales agreement authorizing the sale of village-owned condominium units in Summit Square (611 Main St., East Dundee IL 60118) to the Dundee Township Foundation in the amount of \$110,000. If approved the sale of the property will occur on or about December 13, 2022.

### **Funding Source:**

As required under state law, proceeds from the sale of village-owned property in a TIF district must be deposited into the corresponding TIF Fund – In this case, TIF Fund #39 (Downtown TIF #3)

### **Summary:**

The Village currently owns 3 condominium units in the Summit Square office building located at 611 Main St:

- Unit 113 – a former gymnasium, a large space open to the second floor
- Unit 121 – 8 classrooms on the first floor
- Unit 221 – 8 classrooms on the second floor

The Village Board, having made the determination that there was no viable Village use for these units, directed staff to negotiate a purchase and sales contract with the Dundee Township Foundation, which is attached for approval. The Township Foundation, through their attorney, approved of the contract. The sale price for the units is \$110,000.

### ***Existing Agreements for Space Usage***

The attached contract authorizes the Village Administrator to terminate the existing Intergovernmental Agreement (IGA) with Dundee Township for the use of 4 classroom spaces on the second floor of the building. If approved, the attached letter will be transmitted to

Dundee Township, allowing for a 30-day notice of termination, and requesting removal of all Township property from the spaces covered under the IGA by December 9, 2022.

The purchase and sales agreement also contains section 6.C acknowledging that the Village and the buyer have a current license agreement between the two parties for use of space in the facility. By signing the contract, the Dundee Township Foundation agrees that the license agreement terminates upon the closing of the sale of the property, so no additional termination notice is needed.

Staff are not aware of any other written agreements in place for usage of village-owned space in the facility.

#### *Public Notice*

The attached public notice was printed on October 21, 2022, in the Daily Herald to provide for the required 15-day public notice of the sale of village-owned property.

#### *Property Contained in the Facility*

To the best of staff's knowledge, there is no Village owned property in the facility to be removed. Dundee Township Historical Society (DTHS) held its annual fundraiser garage sale in the gymnasium on October 1 & 2, 2022, which they advised would allow them to significantly decrease the number of items being housed in the facility. DTHS is aware of the pending sale and has advised they will remove any remaining property in advance of the sale date.

#### *Village-Paid Facility Expenses*

The Village has been paying for numerous facility related expenses for many years, including electricity, elevator phone lines and the like. Staff have successfully transferred these expenses to the condominium association and the Village is no longer covering these expenses. As of October 1, 2022, the Village is paying monthly association dues instead.

#### **Legislative History:**

On April 8, 2022, a Request for Proposals (RFP) was posted to the Village website advertising for interested parties to submit offers to purchase the Village-owned condominium units. The RFP closed on May 25, 2022, and 6 offers were submitted. At the July 18, 2022 Village Board meeting the RFP responses were reviewed and the Village Board directed staff to negotiate a purchase agreement with the Dundee Township Foundation.

#### **Attachments:**

Ordinance

Purchase and Sales Agreement

Termination Notice of Intergovernmental Agreement – Dundee Township

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AND SALES AGREEMENT WITH THE DUNDEE TOWNSHIP FOUNDATION, INC. FOR 611 EAST MAIN STREET, UNITS 113, 121 AND 222 COMPRISING A PART OF THE EAST DUNDEE DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

**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:** The Village President and Board of Trustees of the Village of East Dundee ("Village") find as follows:

- A. The Village is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act, and pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village is authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village.
- D. The Village has approved and amended ordinances adopting a tax increment redevelopment plan and project, designating the tax increment redevelopment project area ("Redevelopment Project Area"), and adopting tax increment financing relative to the Village's Downtown Tax Increment Financing District ("TIF District"); with said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. The Village is the fee owner of certain real property located within the Redevelopment Project Area commonly known as 611 East Main Street, Units 113, 121 and 222, East Dundee, Illinois 60118, with said property being legally described on EXHIBIT B attached hereto and made part hereof (“Property”).
- F. Dundee Township Foundation, Inc. (“Purchaser”) desires to acquire ownership of the Property and use it in furtherance of the TIF District redevelopment plan and project.
- G. The Purchaser is in possession of a portion of the Property pursuant to the “License Agreement Between the Village of East Dundee and Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois,” approved by the Village President and Board of Trustees in Resolution No. 12-21 on, and dated, September 20, 2021 (“License Agreement”).
- H. That attached hereto as EXHIBIT C and made part hereof is a real estate purchase and sales agreement, between the Purchaser and the Village, which sets forth the terms and conditions pursuant to which the Purchaser will acquire the Property (“Agreement”).
- I. That notice of the Village’s intent to enter into the Agreement, including the Village’s intent to transfer title to the Property pursuant thereto, as required by 65 ILCS 5/11-74.4-4(c), was published on October 21, 2022 (“TIF Notice”); a copy of the publisher’s certificate in relation to said TIF Notice being attached hereto as EXHIBIT D and made part hereof.
- J. Dundee Township (“Township”) is in possession of a portion of the Property pursuant to the “Intergovernmental Agreement Between the Village of East Dundee and Dundee Township in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois,” approved by the Village President and Board of Trustees in Resolution No. 15-18 on, and dated, August 20, 2018 (“Township Agreement”).
- K. In accordance with the TIF Act, it is in the best interests of the Village to terminate both the License Agreement and the Township Agreement and to approve the Agreement, so that redevelopment within the TIF District can continue, said redevelopment pursuant to the TIF Act and Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, being the Village’s public purpose for providing the incentives set forth in the Agreement.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF Act and the Village’s home rule authority, the Agreement, attached hereto as EXHIBIT C, is hereby

approved, and the Village President and Village Clerk are hereby authorized and directed to execute and deliver such other instruments, including said Agreement attached hereto as EXHIBIT C, with such changes thereto as are approved by the Village President, as may be necessary or convenient to consummate said property transaction, and as may be necessary or convenient to carry out the terms of said Agreement.

**SECTION 3:** That Village staff is directed and authorized to terminate both the License Agreement and the Township Agreement prior to conveyance of the Property from the Village to the Purchaser, so that the Purchaser may take possession of the Property at the time of conveyance of the Property.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Village Clerk

**EXHIBIT A-1**

**Legal Description of the TIF District**

[LEGAL DESCRIPTION]

**PINs:** \_\_\_\_\_

**Common Boundary Description:** \_\_\_\_\_.



**EXHIBIT A-2**

**Depiction of the TIF District**

(see attached)

**EXHIBIT B**

**Legal Description of the Property**

[LEGAL DESCRIPTION]

P.I.Ns.: \_\_\_\_\_

Common Address: 611 East Main Street, Units 113, 121 and 222,  
East Dundee, Illinois 60118.

**EXHIBIT C**

**Agreement**

(attached)

**EXHIBIT D**

**Publisher's Certificate  
Relative to the 65 ILCS 5/11-74.4-4(c)  
Property Conveyance Notification**

(attached)

**REAL ESTATE PURCHASE AND SALES AGREEMENT  
(611 EAST MAIN STREET, UNITS 113, 121 AND 221, EAST DUNDEE, ILLINOIS 60118)**

This **REAL ESTATE PURCHASE AND SALES AGREEMENT (611 EAST MAIN STREET, UNITS 113, 121 AND 221, EAST DUNDEE, ILLINOIS 60118)** ("**Agreement**") is made as of the Effective Date (as defined in Section 24 below) between the **VILLAGE OF EAST DUNDEE**, an Illinois home rule municipal corporation ("**Seller**") and the **DUNDEE TOWNSHIP FOUNDATION, INC.**, an Illinois not-for-profit corporation ("**Buyer**").

**A G R E E M E N T:**

1. **THE SELLER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE PRESIDENT AND BOARD OF TRUSTEES OF THE SELLER.**

2. **SALE.** The Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the fee simple title to the parcels of land commonly known as 611 East Main Street, Units 113, 121 and 221, East Dundee, Illinois 60118, with property index numbers ("PINs") 03-26-226-010 (Unit 113), 03-26-226-011 (Unit 121), and 03-26-226-013 (Unit 221), located in the County of Kane (collectively the "**Property**"), which Property is legally described in **Exhibit A** attached hereto and made a part hereof, and which legal description shall be adjusted, if necessary, to conform to the legal description in any "Survey," as defined in Section 9 below.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)** ("**Purchase Price**"). At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein.

4. **CLOSING DATE.** The closing ("**Closing**") of the contemplated purchase and sale of the Property shall take place remotely through a deed and money escrow ("**Escrow**") on December 13, 2022 ("**Closing Date**") at the office of Chicago Title Insurance Company, 10 South LaSalle St. Suite 3100 Chicago, Illinois 60603 ("**Title Company**"), or at such other time and place as mutually agreed to by the parties. Closing costs shall be paid as customarily charged, except that the Buyer shall pay for any Survey.

5. **EARNEST MONEY DEPOSIT.** There shall be no earnest money deposit.

6. **AS-IS CONVEYANCE; FIXTURES AND PERSONAL PROPERTY; LICENSE AGREEMENT.**

A. This Agreement is for the sale and purchase of the Property in its "AS IS/WHERE IS" condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property and matters of survey have been made by Seller other than those known defects, if any, disclosed by Seller.

B. Buyer is taking the Property subject to any and all personal items present on or within the Property as of the date of possession being tendered from Seller to Buyer per the terms of this Agreement. Seller has the right to remove any personal property, attached or unattached, from the Property prior to giving possession to Buyer.

C. Seller and Buyer are parties to the "License Agreement Between the Village of East Dundee and Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois," dated September 20, 2021 ("**License Agreement**"). Pursuant to the License Agreement, the Buyer has been in possession of a portion of the Property prior to the Effective Date. The Seller and Buyer agree that (a) the License Agreement shall be terminated as of the Closing without further action of the Seller or the Buyer, (b) no modification to the Purchase Price in this Agreement shall be made as set forth in Section 3.2 of the License Agreement, and (c) Buyer releases and gives up any claims to payment or remuneration from Seller under the License Agreement.

D. Seller and Dundee Township are parties to the "Intergovernmental Agreement Between the Village of East Dundee and Dundee Township in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois," dated August 20, 2018 ("**Township Agreement**"). Pursuant to the Township Agreement, Dundee Township has been in possession of a portion of the Property prior to the Effective Date. Seller shall use reasonable efforts to terminate the Township Agreement prior to the Closing, including but not limited to sending a termination notice.

7. **BUYER'S OPTION TO TERMINATE AGREEMENT.** Buyer shall have the right to select and retain an inspector to examine and inspect the physical condition of the Property and to conduct a site inspection ("**Property Assessment**") within thirty (30) calendar days from the Effective Date. Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines within a thirty (30) calendar day period following the Effective Date, that the use or condition of the Property, or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Property Assessment discloses any condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any law or regulation including, but not limited to, the presence of any hazardous material (collectively the "**Property Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is a Property Defect, Buyer shall have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related closing documents, if any, null and void. Said termination and revocation shall only be valid if written notice is tendered to Seller within thirty (30) calendar days of the Effective Date. Buyer shall indemnify, defend and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any Property Assessment. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct the Property Assessment, shall operate as a waiver of Buyer's right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE.** Upon the execution of this Agreement by the Seller, Seller shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof ("**Permitted Exceptions**").

If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall have fourteen (14) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter ("**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have five (5) business days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not **beyond** **\_\_\_\_\_, 2022** ("**Extended Title Closing Date**") after Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Prior to the Closing, the Buyer may shall obtain a Plat of Survey ("**Survey**") at Buyer's sole cost.

10. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Quit Claim Deed ("**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title, Covenant and Warranty, Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking, Bill of Sale and such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

11. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
  - i. the original executed and properly notarized Deed;
  - ii. the original executed and property notarized Affidavit of Title, Warranty and Covenant;
  - iii. the original executed and property notarized Non-Foreign Affidavit;
  - iv. the original executed Bill of Sale;

- v. counterpart originals of Seller's Closing Statement; and
- vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the balance of the Purchase Price, plus or minus prorations;
- ii. counterpart originals of Seller's Closing Statement;
- iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

12. **POSSESSION.** Possession of the Property shall be delivered to the Buyer on the Closing Date, subject to the Seller successfully terminating the Township Agreement and the Township vacating the portion of the Property it is in possession of pursuant to the Township Agreement.

13. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 366-day year, with the Seller having the day prior to the Closing Day.

A. **Real Estate Taxes.** General real estate taxes for 2021 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.



14. **CONVEYANCE TAXES.** The parties acknowledge that, as Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Violations of Zoning Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any zoning ordinance, zoning regulation or zoning code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. **Pending and Threatened Litigation.** To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain, etc.** To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. **Access to Property Utilities.** No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. **Authority of Signatories.** The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto.

G. **Mechanic's Liens.** All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

H. **Section 1445 Withholding.** Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from

the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of any of Seller's representations or warranties made hereunder, including all incidental and consequential damages. These representations, warranties and Seller's indemnification and hold harmless shall survive the Closing for one (1) year.

When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer; and
- ii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to Close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either:
  - (a) terminate this Agreement; or
  - (b) proceed to Close notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Agreement shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate this Agreement. Notwithstanding the foregoing, the parties agree that no default of

or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of ten (10) days from receipt of the notice to cure the default.

17. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

18. **BROKERAGE.** Each party represents that it has not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

19. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by e-mail transmission on the day of transmission, with the original notice mailed by certified or registered mail, postage prepared, return receipt requested, or (D) by personal delivery, if addressed to the parties as follows:

To the Buyer:

Dundee Township Foundation, Inc.  
36W651 Richmond Rd.  
West Dundee, Illinois 60118  
Attn: Patricia Whitecotton, Duly Authorized Agent

With a copy to:

Bruning & Associates, P.C.  
2 N. Riverside Plaza, Suite 1830  
Chicago, Illinois 60606  
Attn: Kevin W. Bruning

To the Seller:

Village of East Dundee  
Village Administrator  
120 Barrington Avenue  
East Dundee, Illinois 60118

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attn: Lance C. Malina

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

20. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Buyer's duties at Closing, is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

21. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one in **Exhibit C** attached hereto and made a part hereof.

22. **ASSIGNMENT.** Buyer shall not have the right to assign or transfer Buyer's interest in this Agreement without the Seller's consent, which consent the Seller may grant or deny in its sole discretion.

23. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Agreement.

D. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

E. The parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

F. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

G. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

H. In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

I. The Parties acknowledge and agree that the Subject Property is part of and subject to the Summit Square Condominiums Condominium Declaration ("Declaration") made on the 17<sup>th</sup> day of September 2013, and recorded with the Kane County, Illinois Office of the Recorder of Deeds as document 2013K069969, as amended pursuant to the First Amendment to Summit Square Condominiums Condominium Declaration made on the 25<sup>th</sup> day of January, 2021, and filed with the Kane County, Illinois, Office of the Recorder of Deeds as document 2021K008784, and that the Subject Property is subject to and part of the Summit Square Owners Association ("Association").

The Seller shall provide to Buyer within 15 business days of the Effective Date the following information, to the extent the Village has such information or can readily obtain it: (a) a full and complete copy of the Declaration, Bylaws, and other condominium instruments and any Rules and Regulations, and any amendments thereto; (b) a copy of the Statement of Financial Condition of the Association for the last fiscal year; (c) a Statement of the status of any pending suits or judgment in which the Association is a party; (d) a Statement of any insurance coverage(s) provided for all unit owners by the Association; and (e) the identity and mailing address of the principal officer of the Association and the Association's management company, if any.

Seller shall only be responsible for payment of assessments levied by the Association subject to the Declaration which were so levied prior to the Closing Date.

J. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of

this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

K. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

24. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Agreement, which date shall be the date stated below the Seller's signature ("**Effective Date**").

25. **CONTRACT MODIFICATION.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

26. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Disclosure Affidavit

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date below their respective signatures.

**SELLER:**

**VILLAGE OF EAST DUNDEE**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Name: Jeffrey Lynam  
Title: President

**ATTEST:**

By: \_\_\_\_\_  
  
Name: Katherine Diehl  
Title: Village Clerk

Date Seller executed: \_\_\_\_\_

**BUYER:**

**DUNDEE TOWNSHIP FOUNDATION, INC.**,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Buyer executed: \_\_\_\_\_

**Exhibit A**

**Legal Description of the Property**

UNITS 113, 121 AND 221 IN SUMMIT SQUARE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5, 6, 8, 8 AND 11 AND THAT PART OF VACATED ROBERT AVENUEUE, LYING BETWEEN THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOTS 5 THROUGH 8 IN BLOCK 1 OF FOX RIVER BLUFFS UNIT 1, A SUBDIVISION OF PART OF SECTION 23 AND 26, NORTH OF HIGGINS ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 26, 2014 AS DOCUMENT 2013K069969 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: 611 East Main Street, Units 113, 121 and 221, East Dundee, Illinois 60118;

Permanent Index Numbers: 03-26,226-010 (Unit 113); 03-26-226-011 (Unit 121); and 03-26-226-013 (Unit 221).



**Exhibit B**

**Permitted Exceptions**

1. 2021 real estate taxes and subsequent years, not due and payable for the Property.
2. Easements, declarations, covenants and restrictions of record.
3. Other title exceptions not objected to by Buyer as Unpermitted Exceptions.

**Exhibit C**

State of Illinois    )  
                               ) ss.  
 County of Kane    )

**DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, (hereinafter referred to as "**Affiant**") reside at \_\_\_\_\_  
 \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, being first duly sworn and  
 having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)
  - ☐ owner or
  - ☐ authorized trustee or
  - ☐ corporate official or
  - ☐ managing agent or
  - ☐ \_\_\_\_\_ of the Real Estate (as defined herein).
  
2. That the Real Estate (as defined herein) being sold to the Buyer is commonly known as a part of \_\_\_\_\_ and is located in the County of Kane, Village of East Dundee, State of Illinois (collectively the "**Real Estate**"). The Real Estate has an Assessor's Permanent Index Numbers of \_\_\_\_\_.
  
3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Seller, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Seller disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.
  
4. As the
  - ☐ owner or
  - ☐ authorized trustee or
  - ☐ corporate official or
  - ☐ managing agent or
  - ☐ \_\_\_\_\_ of the Real Estate, I declare under oath that  
 (choose one):
  - ☐ The owners or beneficiaries of the trust are: \_\_\_\_\_ or \_\_\_\_\_
  - ☐ The shareholders with more than 7 1/2% interest are: \_\_\_\_\_ or \_\_\_\_\_
  - ☐ The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Seller to convey title to the Real Estate in accordance with 50 ILCS 105/3.1.

**[SIGNATURE PAGE FOLLOWS]**

AFFIANT

---

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

**PUBLIC NOTICE  
PURSUANT TO 65 ILCS 5/11-74.4-4(c)**

The Corporate Authorities of the Village of East Dundee, at a Village Board meeting on Monday November 7, 2022 at 6:00 p.m., in the second floor meeting room of the East Dundee Village Police Station, 115 E. 3rd Street, East Dundee, Illinois 60118, will consider authorizing the President and Village Clerk to execute a Real Estate Purchase and Sales Agreement which will involve the transfer of title to the below Village-owned property:

Parcel 1: Units 113, 121 and 122 in Summit Square Condominiums as delineated on a survey of the following described real estate:

Lots 5, 6, 7, 8 and 11 and that part of Vacated Robert Avenue, lying between the Southeasterly extension of the Northeasterly and Southwesterly lines of said Lots 5 through 8 in Block 1 of Fox River Bluffs Unit 1, a subdivision of part or Section 23 And 26, North of Higgins Road, all in Township 42 North, Range 8, East of the Third Principal Meridian, in the Village of East Dundee, Kane County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded September 26, 2013 as document 2013K069969 together with its undivided percentage interest in the common elements.

PINs: 03-26-226-010 (Unit 113)  
03-26-226-011 (Unit 121)  
03-26-226-013 (Unit 221)  
03-26-226-000 (Land)

Common Address: 611 East Main Street, Units 113, 121 and 222,  
East Dundee, Illinois 60118;

The proposed use of the property by the purchaser is for Dundee Township Foundation, in furtherance of the redevelopment objectives of the Village's Downtown TIF District. A copy of the latest draft of the proposed Real Estate Purchase and Sale Agreement is available at Village Hall at 120 Barrington Avenue, East Dundee, Illinois 60118, for review. Any party interested in submitting an alternative proposal or bid should contact the East Dundee Village Administrator, Erika Storlie, at (847) 426-2822. Any alternative proposals should be submitted to the Village Administrator no later than Friday, November 4, 2022, at 3:00 p.m.

VILLAGE OF EAST DUNDEE

Katherine Diehl, Village Clerk



**Erika Storlie**

Village Administrator

120 Barrington Ave  
East Dundee, IL 60118

T 847.426.2822

[www.eastdundee.net](http://www.eastdundee.net)

November 8, 2022

Arin Thrower, Township Supervisor  
Dundee Township  
611 Main Street  
East Dundee, IL 60118

RE: Termination Notice of Intergovernmental Agreement for the Use of a Portion of Summit Square (611 Main St, East Dundee IL)

Dear Supervisor Thrower:

This letter serves as notice of the Village Boards decision to terminate the Intergovernmental Agreement (IGA) between the Village of East Dundee and Dundee Township in regard to the use and occupancy of a portion of the Summit Square, 611 East Main Street, East Dundee, Illinois, dated August 20, 2018.

The agreement provides for a 30-day termination notice, so please accept this letter as notice of the exercise of the termination. Please have all Dundee Township materials, belongings and property removed from the occupied spaces covered under the IGA by close of business on December 9, 2022.

If you have any questions or concerns, please do not hesitate to contact me at [estorlie@eastdundee.net](mailto:estorlie@eastdundee.net)

Sincerely,

Erika Storlie  
Village Administrator

cc: Jeff Lynam, Village President

## Memorandum

**To:** Village President and Board of Trustees

**From:** Brandiss J. Martin, Administrative Services Director

**Subject:** 2022 – 2023 Risk Insurance Renewal

**Date:** November 7, 2022

---



### **Action Requested:**

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a contract with Alliant Insurance Services, Inc (353 N. Clark St. Chicago, IL 60654) in the amount of \$240,099 to provide general liability and workers compensation insurance coverage for a one-year term from December 1, 2022 through November 30, 2023.

### **Funding Source:**

General Fund (01) & Water Fund (60)

### **Summary:**

The Village's current insurance coverage term with Alliant Insurance Services will expire November 30, 2022. Alliant Insurance Services has submitted to the Village a renewal proposal for 2023 insurance coverage which will start on December 1, 2022 and continue through November 30, 2023. Alliant Insurance Services is the insurance broker for ICRMT and IPRF. The Village will continue to receive general liability coverage from the Illinois Counties Risk Management Trust (ICRMT) and workers compensation insurance from the Illinois Public Risk Fund (IPRF), both of whom negotiate rates on counties and municipalities' behalf. ICRMT is one of the longest active insurance programs in Illinois, providing property, casualty, and workers compensation coverage of Illinois public entities. ICRMT currently serves over 300 public entities. IPRF is Illinois' largest self-insured pool for workers compensation coverage and serves over 700 public entities.

The renewal cost for 2023 includes a 13% or \$27,628 increase over last year's renewal price. The average renewal increase this year is about 10% due to the negative municipal market conditions and inflation.

<u>Insurance Coverage</u>	<u>12/01/2021 – 11/30/22 Current Premium</u>	<u>12/01/2022 – 11/30/2023 Proposed Premium</u>	<u>% Change</u>
Property and Casualty	\$151,687	\$166,994	10.09%
Workers Compensation	\$60,784	\$73,105	20.27%
<b>Total</b>	<b>\$212,471</b>	<b>\$240,099</b>	<b>13%</b>

These increases to the proposed premiums can be explained as follows:

- The Village's building and personal property limit is increasing from \$49,688,423 to \$53,077,993 or 6.8%.
- The estimated payrolls for the 2022/23 renewal increased, from \$2,973,477 to \$3,555,541 or 19.57% with filling of several vacant positions and the hiring of two new police officers.
- 5-year claims history for property (\$35,533), general liability (\$24,008), auto (\$18,870), and pending lawsuits are also factors.

***Future Recommendations:***

The insurance carrier has requested the Village Board of Trustees be aware of the ever-changing security protocols regarding cyber and security and the need to budget annually for cybersecurity enhancements as carriers evolve their requirements.

**IPRF (Safety) Grant Program:**

IPRF administers a safety grant program to ease the burden of safety-related expenses for municipalities. The grant covers training expenses, protective clothing, defibrillators, security cameras, rescue equipment and much more. It is the hope of Village staff that the Village will be awarded a grant for the 2023 coverage year. The IPRF grant program is expected to be renewed again for 2023 and the Village is eligible to receive a \$2,948 award.

**Legislative History:**

On November 22, 2021, the Village Board approved Resolution 16-21 approving an insurance proposal from Alliant Insurance Services, Inc. through November 30, 2022.

**Attachments:**

Resolution Approving an Insurance Proposal from Alliant Insurance Services, Inc.  
Insurance Proposal from Alliant Insurance Services, Inc.

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE  
APPROVING AN INSURANCE PROPOSAL FROM ALLIANT INSURANCE  
SERVICES**

**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 Insurance Proposal from Alliant Insurance Services providing general liability and workers compensation coverage effective December 1, 2022 through November 30, 2023 for the Village of East Dundee in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached.

*Section 2.* The Village President or Village Administrator shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

*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 7<sup>th</sup> day of November 2022.

AYES:

NAYS:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Village President

*Attest:*

\_\_\_\_\_  
Village Clerk





# Village of East Dundee

12/1/2022 - 2023

## Property and Liability Insurance Proposal

Presented on October 27, 2022 by:

Michael Alesia  
First Vice President

Alliant Insurance Services, Inc.  
353 N. Clark St.  
Chicago, IL 60654  
O 312 595 6200  
F 312 595 7162

CA License No. 0C36861

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

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## Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
  - Strategy
  - Employee Engagement
  - Procurement
  - Analytics
  - Wellness
  - Compliance
  - Benefits Administration
  - Global Workforce
- Industry Solutions
  - Construction
  - Energy and Marine
  - Healthcare
  - Law Firms
  - Public Entity
  - Real Estate
  - Tribal Nations
  - And many other industries
- Co-Brokered Solutions
  - Automotive Specialty
  - Energy Alliance Program
  - Hospital All Risk Property Program
  - Law Firms
  - Parking/Valet
  - Public Entity Property Insurance Program
  - Restaurants/Lodging
  - Tribal Nations
  - Waste Haulers/Recycling
- Business Services
  - Risk Control Consulting
  - Human Resources Consulting
  - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.

## Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

## Your Service Team

**Michael J. Mackey**

Executive Vice President

[Michael.Mackey@alliant.com](mailto:Michael.Mackey@alliant.com)

Phone: 312 595 7900

Fax: 312 595 7163

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**Michael Alesia**

First Vice President

[Michael.Alesia@alliant.com](mailto:Michael.Alesia@alliant.com)

Phone: 312 595 7161

Fax: 312 595 7162

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**Michelle Cattron**

Account Manager – Lead

[Michelle.Cattron@alliant.com](mailto:Michelle.Cattron@alliant.com)Phone: 312 546 5598

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**Michelle Forté, CIC, CISR**

Account Manager – Lead

[Michelle.Forte@alliant.com](mailto:Michelle.Forte@alliant.com)Phone: 312 595 7165

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**Larry Rosen**

Claims Advocate-Lead

[Larry.Rosen@alliant.com](mailto:Larry.Rosen@alliant.com)

Phone: 312 595 8111

Fax: 312 595 6506

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**Jacqui Norstrom**

Senior Vice President

[jnorstrom@alliant.com](mailto:jnorstrom@alliant.com)

Phone: 312 595 6976

Fax: 312 595 4374

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## Executive Summary

The Public Entity Professionals of Mesirow Insurance Services, Inc. appreciates the opportunity to present the following renewal insurance proposal to the Village of East Dundee for the 12/1/22-23 policy term.

The proposed terms reflect the changing environment and attitude of the industry towards municipal risks.

### **Property**

The Village's building and personal property limit is increasing from \$49,688,423 to \$53,077,993 or 6.8%. The deductible remains at \$5,000.

### **Crime**

The ICRMT has provided a competitive renewal quotation with \$500,000 limits and a \$1,000 deductible.

### **General Liability**

The Village's General Liability limits are \$1,000,000 per occurrence / \$3,000,000 aggregate quotation which is outlined in this proposal and includes a \$1,000 deductible. Sexual Abuse/Molestation is included with a \$100,000 limit and a \$2,500 deductible.

### **Auto Liability and Auto Physical Damage**

The Village's fleet exposure decreased from 36 to 32 units. ICRMT's program includes a \$1,000,000 combined single limit with no deductible. The comprehensive and collision deductibles are \$1,000 each. Your Uninsured/Underinsured limits remain at \$100,000.

### **Public Officials Liability including Employment Practices Liability**

The ICRMT's quotation is outlined in this proposal. Limits are \$1,000,000 with a deductible of \$2,500. Please note that this is a Claim Made coverage form.

### **Violent Event Response Coverage**

The ICRMT is now providing a \$500,000 Aggregate Limit for Violent Event Response Coverage with a \$1,000 Deductible. The limit provides coverage for the following:

### **Excess Liability**

As the Excess Liability coverage is a function of the primary layers rate and exposures, its rates follow form. The excess liability limit is \$7,000,000 with no deductible. Please note that the \$7,000,000 limit sits excess above each coverage affording the Village much more coverage.

The ICRMT can offer higher limits upon request.

## Executive Summary - Continued

### Workers Compensation

The Village of East Dundee's Administration has continued to stress the importance of risk management and safety to all their employees.

The estimated payrolls for the 2021/22 renewal increased, from \$2,973,477 to \$3,555,541 or 19.57%. The Village's annual Workers Compensation premium is increasing from \$60,784 to \$73,105 or 20.27%.

The Payroll increases in the Street Maintenance and Police class codes are the drivers as the rates decreased for those class codes.

### Cyber Liability

The ICRMT's program includes Cyber Liability with a \$1,000,000 per occurrence / \$1,000,000 aggregate limit and applicable \$5,000 deductible. The program is reinsured through Tokio Marine Insurance Company.

### Summary

The Village's property and casualty premium is increasing from \$151,687 to \$166,994 or 10%.

The Village's Workers Compensation premium is increasing from \$60,784 to \$73,105 or about 20.27%.

Overall your premiums will increase from \$212,471 to \$240,099 or 13%.

The reasons for the increase are as follows:

- Property values increased from \$49,688,423 to \$53,077,993 or 6.8%
- Payrolls increased from \$2,973,477 to \$3,555,541 or 19.57%. Most of the increase came from two highly rated class codes: street maintenance and police.
- Claims
  - 5 year total property claims - \$35,533
  - 5 year total general liability claims - \$24,008
  - 5 year total auto claims - \$18,870
  - 5 year total Public Officials/Employment Practices - \$117,504
  - 20/21 Workers Compensation - \$100,607

We truly appreciate the opportunity to present our proposal and look forward to discussing our enclosed comprehensive risk management program with you.



## Loss Summary

### PROPERTY, INLAND MARINE & CRIME

Policy Term	Company	No. of Claims	Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	0	\$ -	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	2	\$ 29,927	\$ -	\$ 29,927
12/1/19 - 12/1/20	ICRMT	1	\$ -	\$ -	\$ -
12/1/18 - 12/1/19	ICRMT	3	\$ 5,606	\$ -	\$ 5,606
12/1/17 - 12/1/18	ICRMT	3	\$ 1,628	\$ -	\$ -
			<b>\$ 37,161</b>	<b>\$ -</b>	<b>\$ 35,533</b>

### GENERAL LIABILITY, EBL & EMT

Policy Term	Company	No. of Claims	Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	0	\$ -	\$ 9,410	\$ 9,410
12/1/20 - 12/1/21	ICRMT	0	\$ -	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	3	\$ 9,938	\$ -	\$ 9,938
12/1/18 - 12/1/19	ICRMT	3	\$ 4,660	\$ -	\$ 4,660
12/1/17 - 12/1/18	ICRMT	0	\$ -	\$ -	\$ -
			<b>\$ 14,598</b>	<b>\$ 9,410</b>	<b>\$ 24,008</b>

### AUTO LIABILITY including Medical Payments

Policy Term	Company	No. of Claims	Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	2	\$ 4,764	\$ -	\$ 4,764
12/1/20 - 12/1/21	ICRMT	0	\$ -	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$ -	\$ -	\$ -
12/1/18 - 12/1/19	ICRMT	1	\$ 9,426	\$ -	\$ 9,426
12/1/17 - 12/1/18	ICRMT	0	\$ -	\$ -	\$ -
			<b>\$ 14,190</b>	<b>\$ -</b>	<b>\$ 14,190</b>

### AUTO PHYSICAL DAMAGE

Policy Term	Company	No. of Claims	Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	0	\$ -	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	1	\$ -	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	1	\$ 252	\$ -	\$ 252
12/1/18 - 12/1/19	ICRMT	2	\$ 4,428	\$ -	\$ 4,428
12/1/17 - 12/1/18	ICRMT	0	\$ -	\$ -	\$ -
			<b>\$ 4,680</b>	<b>\$ -</b>	<b>\$ 4,680</b>

## LAW ENFORCEMENT LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	1	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
12/1/18 - 12/1/19	ICRMT	0	\$	-	\$ -	\$ -
12/1/17 - 12/1/18	ICRMT	0	\$	-	\$ -	\$ -
			\$	-	\$ -	\$ -

## PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	2	\$	21,087	\$ 43,913	\$ 65,000
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
12/1/18 - 12/1/19	ICRMT	0	\$	-	\$ -	\$ -
12/1/17 - 12/1/18	ICRMT	1	\$	52,504	\$ -	\$ 52,504
			\$	73,591	\$ 43,913	\$ 117,504

## UMBRELLA LIABILITY

Policy Term	Company	No. of Claims		Paid	Reserved	Total Incurred
12/1/21 - 12/1/22	ICRMT	0	\$	-	\$ -	\$ -
12/1/20 - 12/1/21	ICRMT	0	\$	-	\$ -	\$ -
12/1/19 - 12/1/20	ICRMT	0	\$	-	\$ -	\$ -
12/1/18 - 12/1/19	ICRMT	0	\$	-	\$ -	\$ -
12/1/17 - 12/1/18	ICRMT	0	\$	-	\$ -	\$ -
			\$	-	\$ -	\$ -

## Workers' Compensation Loss Summary

Policy Term	Company	No. of Claims	Paid	Reserved	Total	
					Third-Party Recovery	Incurred
12/1/21 - 12/1/22	IPRF	1	\$ 232	\$ -	\$ -	\$ 232
1/1/20 - 12/1/20	IPRF	4	\$ 24,716	\$ 75,891	\$ -	\$ 100,607
1/1/19 - 1/1/20	IPRF	2	\$ 30,357	\$ -	\$ 19,274	\$ 11,083
1/1/18 - 1/1/19	IPRF	1	\$ 714	\$ -	\$ -	\$ 714
1/1/17 - 1/1/18	IPRF	1	\$ 208	\$ -	\$ -	\$ 208
			<b>\$ 56,227</b>	<b>\$ 75,891</b>	<b>\$ 19,274</b>	<b>\$112,844</b>

## Premium Summary

	ICRMT/IPRF Expiring 12/1/19 - 20	ICRMT/IPRF Expiring 12/1/20 -21	ICRMT/IPRF Expiring 12/1/21 -22	ICRMT/IPRF Renewal 12/1/22 -23
Package				
Property	\$ 129,474	\$ 139,487	\$ 151,687	\$ 166,994
Equipment Breakdown	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Inland Marine	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
General Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Auto Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Auto Physical Damage	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Law Enforcement Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Public Officials Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Employment Practice Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Excess Liability	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Crime	Included in Prop.	Included in Prop.	Included in Prop.	Included in Prop.
Cyber Liability	\$ 2,446	Included in Prop.	Included in Prop.	Included in Prop.
<b>P&amp;C Sub Total</b>	<b>\$ 131,920</b>	<b>\$ 139,487</b>	<b>\$ 151,687</b>	<b>\$ 166,994</b>
Workers Compensation - IPRF	\$ 52,375	\$ 54,494	\$ 60,784	\$ 73,105
<b>GRAND TOTAL Premium</b>	<b>\$ 184,295</b>	<b>\$ 193,981</b>	<b>\$ 212,471</b>	<b>\$ 240,099</b>
Percent Change		5.3%	9.5%	13.0%
Terrorism	Included	Included	Included	Included

## Named Insured / Additional Named Insureds

### Named Insured:

Village of East Dundee

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### NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

## Commercial Property Overview – Statement of Values

#	Address	Address Description	Building Value	Contents Value	Property In The Open	Total Value
1.1	112 Railroad Street	CABOOSE	\$ 32,100	\$ -	\$ 5,350	\$ 37,450
1.2	112 Railroad Street	Storage Shed	\$ 12,840	\$ -	\$ -	\$ 12,840
2.1	181 Water Street	NORTH FOOTBRIDGE	\$ 445,120	\$ -		\$ 445,120
3.1	611 E. Main St.	Vacant Condos (3)	\$ 2,030,752	\$ -		\$ 2,030,752
4.1	120 Barrington Ave	VILLAGE HALL	\$ 1,327,870	\$ 191,000	\$ 14,445	\$ 1,533,315
4.2	115 E Third Street	NEW POLICE STATION	\$ 3,624,090	\$ 538,000		\$ 4,162,090
4.3	115 E Third Street	POLICE GARAGE REAR	\$ 177,620	\$ 70,000		\$ 247,620
4.4	115 E Third Street	Generator	\$ -	\$ -	\$ 128,400	\$ 128,400
4.5	115 E Third Street	Special Events Garage	\$ 31,030	\$ 9,000		\$ 40,030
4.6	115 E Third Street	Antenna - 80FT	\$ 26,750	\$ -	\$ 14,980	\$ 41,730
5.1	319 N River Street	DEPOT	\$ 298,530	\$ 27,000	\$ 31,030	\$ 356,560
6.1	116 Fox River Drive	Public Works Garage	\$ 159,430	\$ 40,000	\$ 3,745	\$ 203,175
7.1	446 Elgin Ave	Public Works Garage	\$ 1,093,540	\$ 229,000	\$ 54,570	\$ 1,377,110
7.2	446 Elgin Ave	Sludge Handling Bldg - WWTP	\$ 5,642,110	\$ 20,000	\$ -	\$ 5,662,110
7.3	446 Elgin Ave	Pump Station - WWTP	\$ 1,399,560	\$ -	\$ -	\$ 1,399,560
7.4	446 Elgin Ave	Gravity Thickener Bldg - WWTP	\$ 310,300	\$ -	\$ -	\$ 310,300
7.5	446 Elgin Ave	Generator 230kw	\$ 142,310	\$ -	\$ -	\$ 142,310
7.6	446 Elgin Ave	Salt Shed	\$ 160,500	\$ -		\$ 160,500
7.7	446 Elgin Ave	Blower Pad	\$ 129,470	\$ -		\$ 129,470
8.1	Hill St. & N. River St.	Lift Station	\$ 301,740	\$ -	\$ 535	\$ 302,275
9.1	Prairie Lakes Road	Lift Station	\$ 219,350	\$ -	\$ 3,210	\$ 222,560
9.2	Prairie Lakes Road	Water Tower	\$ 2,271,610	\$ -		\$ 2,271,610
10.1	Rt 25 & Milk Pail	Lift Station	\$ 166,920	\$ -	\$ 3,210	\$ 170,130
11.1	401 Elgin Ave.	Wastewater Treatment Plant	\$ 1,250,830	\$ 61,000		\$ 1,311,830
11.2	401 Elgin Ave.	PIO- Fencing	\$ -	\$ -	\$ 126,795	\$ 126,795
11.3	401 Elgin Ave.	Headworks Building	\$ 701,920	\$ 2,000		\$ 703,920
11.4	401 Elgin Ave.	Oxidation Ditch 301	\$ 5,536,180	\$ -		\$ 5,536,180
11.5	401 Elgin Ave.	Oxidation Ditch 302	\$ 5,536,180	\$ -		\$ 5,536,180
11.5	401 Elgin Ave.	Maintnence Garage	\$ 218,280	\$ 22,000		\$ 240,280
11.6	401 Elgin Ave.	UV Building	\$ 792,870	\$ -		\$ 792,870
11.7	401 Elgin Ave.	RAS Building	\$ 299,600	\$ -		\$ 299,600
11.8	401 Elgin Ave.	Clarifier 504	\$ 1,507,630	\$ -		\$ 1,507,630
11.9	401 Elgin Ave.	Clarifier 503	\$ 1,507,630	\$ -		\$ 1,507,630

## Statement of Values cont.

11.10	401 Elgin Ave.	Clarifier 501	\$ 842,090	\$ -		\$ 842,090
11.11	401 Elgin Ave.	Clarifier 502	\$ 842,090	\$ -		\$ 842,090
11.12	401 Elgin Ave.	Chemical Feed Shed (301)	\$ 12,840	\$ -		\$ 12,840
11.13	401 Elgin Ave.	Chemical Feed Shed (302)	\$ 12,840	\$ -		\$ 12,840
11.14	401 Elgin Ave.	Effluent Meter Pit	\$ 25,680	\$ -		\$ 25,680
11.15	401 Elgin Ave.	Diversions Vault	\$ 142,310	\$ -		\$ 142,310
11.16	401 Elgin Ave.	RAS/WAS Pump Station	\$ 296,390	\$ -		\$ 296,390
11.17	401 Elgin Ave.	Finish Water Meter Pit	\$ 48,150	\$ -		\$ 48,150
12.1	408 Barrington	House/Pump House	\$ 546,770	\$ 2,000		\$ 548,770
12.2	408 Barrington	Reservoir - 380,000 gal.	\$ 952,300	\$ -		\$ 952,300
12.3	408 Barrington	Well House #2	\$ 10,700	\$ -	\$ 12,840	\$ 23,540
13.1	411 Barrington	Well House	\$ 618,460	\$ -	\$ -	\$ 618,460
14.1	441 Barrington Ave	Standpipe - 140,000 gal.	\$ 247,170	\$ -		\$ 247,170
15.1	790 Dundee Ave	Water Tower	\$ 2,103,620		\$ 51,895	\$ 2,155,515
16.1	225 Prairie Lakes Road	Water Treatment Plant	\$ 4,683,390	\$ 55,000		\$ 4,738,390
16.2	225 Prairie Lakes Road	Generator	\$ 63,156	\$ -	\$ -	\$ 63,156
16.3	225 Prairie Lakes Road	Well #5	\$ 403,390	\$ -	\$ -	\$ 403,390
16.4	225 Prairie Lakes Road	Well #6	\$ 846,370	\$ -	\$ -	\$ 846,370
16.5	225 Prairie Lakes Road	Brine Tanks	\$ 114,490	\$ -	\$ -	\$ 114,490
16.6	225 Prairie Lakes Road	Wastewater Holding Tank - 105,593 G	\$ 418,370	\$ -	\$ -	\$ 418,370
17.1	Rt 25 & Northlake	Well House #4	\$ 551,050	\$ -		\$ 551,050
18.1	Fox River Dr. & Campflint	Lift Station	\$ 194,740	\$ -	\$ 3,210	\$ 197,950
19.1	RT 68 & Prairie Lakes	Sign	\$ 4,280	\$ -	\$ -	\$ 4,280
20.1	RT 68 & Vista Ln.	Sign	\$ 4,280	\$ -	\$ -	\$ 4,280
21.1	RT 72 & Healey Rd.	Sign	\$ 4,280	\$ -	\$ -	\$ 4,280
22.1	Water St. & Lincoln Ave.	Sign	\$ 4,280	\$ -	\$ -	\$ 4,280
23.1	3 N. River St.	Sign	\$ 3,210	\$ -	\$ -	\$ 3,210
24.1	7 E. Main St.	Sign	\$ 3,210	\$ -	\$ -	\$ 3,210
25.1	Elgin Ave.	Sign	\$ 3,210	\$ -	\$ -	\$ 3,210
			<b>\$ 51,357,778</b>	<b>\$ 1,266,000</b>	<b>\$ 454,215</b>	<b>\$ 53,077,993</b>

## Line of Coverage

### Commercial Property Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management Trust
<b>A.M. BEST RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Total Insured Value:</b>	\$ 53,077,993
<b>Limits:</b>	
Building Value	\$ 51,811,993
Business Personal Property	\$ 1,266,000
Flood (Non-zone A & V)	\$5,000,000/\$250,000,000 Program Aggregate
Earthquake	\$5,000,000/\$250,000,000 Program Aggregate
Equipment Breakdown	\$ 53,077,993
Business Income/Extra Expense Inc. Limits	\$ 1,000,000
Course of Construction (Builders Risk)	\$ 1,000,000
<b>Deductible:</b>	
Building & Contents	\$ 5,000
Flood	\$ 50,000 Per Occurrence
Earthquake	\$ 50,000 or 2%, whichever is greater
Business Income	24 Hours
Mobile Equipment	\$ 1,000
<b>Mobile Equipment</b>	
EDP Equipment/Media	\$ 15,000
Cameras, Radios, Communication Equip	\$ 87,990
Mobile Equip. greater than \$10,000 per item	\$ 517,277
Mobile Equip. less than \$10,000 per item	\$ 227,529

*Please note LIMITS OF INSURANCE: In no event shall liability in any one occurrence for any one Building, and one Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust, nor shall liability exceed any specific Limit of Insurance applying to any Insured, Loss, coverage or location(s).*

**\*Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

**See Disclaimer Page for Important Notices and Acknowledgement**



## Line of Coverage

### Commercial General Liability Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management Trust
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Coverage Form:</b>	Occurrence
<b>Limits:</b>	
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000
Personal & Advertising Injury Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Expense	\$ 5,000
Employee Benefits Per Employee	\$ 1,000,000
Employee Benefits Aggregate	\$ 1,000,000
Retroactive Date:	01/01/2017
EBL is on a Claims Made Form*	
<b>Sub-Limits:</b>	
Sexual Abuse Liability – Claims Made Each Occurrence	\$ 100,000
Annual Aggregate	\$ 100,000
Retroactive Date	01/01/2017
<b>Deductible:</b>	\$ 2,500

Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each individual policy for details.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Commercial Auto Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management Trust
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Limits:</b>	
Combined Bodily Injury & Property Damage	\$ 1,000,000
Uninsured/Underinsured Motorist Medical Expense	\$ 100,000
	\$ 5,000 Each Person
	\$ 25,000 Each Occurrence
Hired & Non-Owned Auto Liability	Included
<b>Deductible:</b>	
Comprehensive	\$ 1,000
Collision	\$ 1,000
Liability	\$ 0
<b>Auto Physical Damage</b>	
Total Scheduled Value	\$ 1,557,317
Total Agreed Value	\$ 0
Number of Vehicles	32
<b>Premium:</b>	Included

**See Disclaimer Page for Important Notices and Acknowledgement**

## Vehicle Schedule

Agy Veh#	Year	Make	Model	VIN	Cost New
1	2016	Steel	Trailer - fence	169511	\$ 5,550
2	2014	Teske	Trailer - spec. events & misc	76578	\$ 550
3	2008	Chevrolet	Impala #34	258912	\$ 18,995
4	2009	Ford	Expedition #38	A02434	\$ 32,325
5	2013	Ford	Taurus #31	162514	\$ 24,417
6	2014	Ford	Explorer #36	A75785	\$ 24,980
7	2014	Ford	Taurus #32	125859	\$ 23,645
8	2015	Ford	Explorer #39	A41565	\$ 26,390
9	2000	Chevrolet	Pickup Truck (black) #21	117537	\$ 13,743
10	2006	Ford	Utility Truck F-350 (red) #24	D01748	\$ 41,551
11	2015	American	Trailer - sewer camera	48780	\$ 6,644
12	1999	Cronkhite	Trailer - Bobcat	101700	\$ 1,863
13	2005	International	Dump Truck - 6-wheel #33	132613	\$ 83,816
14	2008	Ford	Explorer Sports Trac	A81433	\$ 22,965
15	2013	Econoline	Trailer- Tiltbed	118	\$ 11,875
16	2009	Chevrolet	Pickup Truck- Silverado #70	146165	\$ 20,850
17	2015	International	Dump Truck- 7400 #35	667760	\$ 185,235
18	2014	Ford	Flatbed Truck - F550 #23	B14065	\$ 53,556
19	2009	Ford	Dump Truck - 1-ton #29	A84804	\$ 53,566
20	2001	Ford	Underground Truck - UG-01	A33688	\$ 27,768
21	2010	Ford	Pickup Truck - F250 #20	A85858	\$ 25,000
22	2014	Ford	Pickup Truck - F550 #22	A26627	\$ 41,002
23	2014	Elgin Pelican	Street Sweeper	P30356	\$ 189,948
24	2020	Ford	Transit Van	A50299	\$ 153,549
25	2021	Ford	Explorer	1FM5K8AB1MGA64362	\$ 60,000
26	2021	Ford	Explorer	1FM5K8AB3MGA64363	\$ 60,000
27	2021	Ford	Explorer	1FM5K8AB4MGC23634	\$ 60,000
28	2021	International	HV607	3HAEJTA5ML541633	\$ 153,549
29	2021	Ford	F150 4X2	1FTMF1CB1MKE76853	\$ 20,901
30	2021	Ford	Explorer	1FM5K8AB7MGC23630	\$ 60,000
31	2022	GMC	Sierra 2500HD	1GT39LE75NF329887	\$ 47,709
32	2022	Floe	VM-UT 14 5 79	4L4BA1410NM001484	\$ 5,375
					<b><u>\$1,557,317</u></b>

## Description of Covered Auto Designation Symbols

Symbol	Description
1	<b>Any Auto</b>
2	<b>Owned Autos Only</b> – only autos you own (and for liability coverage, any trailers you don't own while attached to power units you own), this includes those autos you acquire ownership of after the policy begins.
3	<b>Owned Private Passengers Autos Only</b> – Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<b>Owned Autos Other Than Private Passenger Autos Only</b> – Only these autos you own that are not of the private passenger types (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<b>Owned Autos Subject to No-Fault</b> – Only those autos that is required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	<b>Owned Autos Subject to a Compulsory Uninsured Motorist Law</b> – Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirements.
7	<b>Specifically Described Autos</b> – Only those autos described on the policy schedule of covered vehicles for which a premium charge is shown and for Liability Coverage for any trailer you don't own while attached to any power unit described in the schedule of covered vehicles.
8	<b>Hired Autos Only</b> – Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners, or members of their households.
9	<b>Non-owned Autos Only</b> – Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes only autos owned by your employees or partners or members of their households, but only while used in your business or your personal affairs.
13	<b>Uninsured Motorist Coverage</b> – Applies to any auto you do not own and that is a covered auto under this policy for liability insurance and it is licensed or principally garaged in Illinois.
19	<b>Mobile Equipment Subject To Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only</b> – Only those “autos” that are land vehicles and that would qualify under the definition of “mobile equipment” under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

## Line of Coverage

### Excess Liability Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management Trust
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>NEW YORK STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Limits:</b>	
Each Occurrence	\$ 7,000,000
General Aggregate	\$ 7,000,000
<b>Defense Inside/Outside the Limit:</b>	Inside the Limit
<b>Underlying Coverages &amp; Limits:</b>	
General Liability	\$ 1,000,000
Law Enforcement	\$ 1,000,000
Automobile Liability	\$ 1,000,000
Public Officials (Claims Made)	\$ 1,000,000
<b>Self-Insured Retention / Deductible:</b>	None
<b>Premium:</b>	Included

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Crime Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management Trust
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Crime Coverages:</b>	<b>Limits:</b>
Blanket Employee Dishonesty	\$ 500,000
Loss Inside the Premises	\$ 500,000
Loss Outside the Premises	\$ 500,000
Money Orders and Counterfeit Currency	\$ 500,000
Depositors Forgery or Alterations	\$ 500,000
Computer Fraud	\$ 500,000
Funds Transfer Fraud	\$ 500,000
<b>Deductible:</b>	\$ 1,000
<b>Premium:</b>	Included

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Workers' Compensation Coverage

<b>INSURANCE COMPANY:</b>	Illinois Public Risk Fund
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Non-Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023

#### Coverage:

Workers Compensation	Statutory
Employers Liability Limit:	
Each Accident	\$ 3,000,000
Disease – Each Employee	\$ 3,000,000
Disease – Policy Limit	\$ 3,000,000

Class Code	Classification	Renewal		Renewal		Renewal		Difference
		12/1/21-12/1/22 Payrolls	12/1/22 - 12/1/23 Payrolls	12/1/21-12/1/22 Rates	12/1/22 - 12/1/23 Rates	12/1/21-12/1/22 Premium	12/1/22 - 12/1/23 Premium	
5506	Street Maintenance	\$ 301,841	\$ 402,388	7.071	7.066	\$ 21,343	\$ 28,433	\$ 7,090
7520	Waterworks	\$ 169,806	\$ 188,558	2.659	2.342	\$ 4,515	\$ 4,416	\$ (99)
7580	Sewage	\$ 85,383	\$ 89,803	2.719	2.792	\$ 2,322	\$ 2,507	\$ 185
7720	Policemen	\$ 1,526,146	\$ 1,954,362	1.787	1.642	\$ 27,272	\$ 32,091	\$ 4,819
8810	Clerical	\$ 791,917	\$ 800,603	0.094	0.089	\$ 744	\$ 713	\$ (31)
9015	Building NOC	\$ -	\$ -	0.000	0.000	\$ -	\$ -	\$ -
9410	Municipal Employee	\$ 98,384	\$ 119,827	2.864	2.350	\$ 2,818	\$ 2,816	\$ (2)
		<b>\$ 2,973,477</b>	<b>\$ 3,555,541</b>			<b>\$ 59,014</b>	<b>\$ 70,976</b>	<b>\$ 11,962</b>
	Estimated Prorata Credit					\$ -	\$ -	\$ -
				Administrative Fee		\$ 1,770	\$ 2,129	\$ 359
<b>TOTAL</b>						<b>\$ 60,784</b>	<b>\$ 73,105</b>	<b>\$ 12,321</b>

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Law Enforcement Liability Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Limit:</b>	
Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 3,000,000
<b>Deductible:</b>	\$ 2,500
<b>Coverages Include:</b>	<ul style="list-style-type: none"><li>• Auxiliary Officers</li><li>• Intergovernmental/Mutual Aid Agreements</li><li>• Jails/Holding Cells</li><li>• Good Samaritan</li><li>• Commandeered Autos</li></ul>

**See Disclaimer Page for Important Notices and Acknowledgement**



## Line of Coverage

Public Officials Liability including Employment Practices Liability Coverage

<b>INSURANCE COMPANY:</b>	Illinois Counties Risk Management
<b>A.M. BEST RATING:</b>	N/A
<b>STANDARD &amp; POOR'S RATING:</b>	N/A
<b>STATE COVERED STATUS:</b>	Admitted
<b>POLICY/COVERAGE TERM:</b>	12/1/2022 to 12/1/2023
<b>Public Officials Liability Coverage</b>	
Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
Retroactive Date	01/01/2017
<b>Employment Practices Liability Coverage</b>	
Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
Retroactive Date	01/01/2017
<b>Deductible:</b>	\$ 2,500
<b>Coverages Include but not limited to:</b>	<ul style="list-style-type: none"> <li>• Sexual Harassment</li> <li>• Discrimination</li> <li>• Wrongful Termination</li> <li>• FOIA/Open Meetings Act</li> <li>• Attorney's Professional</li> </ul>
<b>Premium:</b>	Included in Total Premium

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Cyber Coverage

**INSURANCE COMPANY:**  
**A.M. BEST RATING:**  
**STANDARD & POOR'S RATING:**  
**STATE COVERED STATUS:**  
**POLICY/COVERAGE TERM:**

Illinois Counties Risk Management Trust  
 N/A  
 N/A  
 Admitted  
 12/1/2022 to 12/1/2023

#### Coverage:

Privacy & Network Security Coverage  
 Each Claim  
 Annual Aggregate  
 Retroactive Date

\$ 1,000,000  
 \$ 1,000,000  
 01/01/2017

#### Deductible:

\$ 5,000

#### First Party Coverages:

- Business Interruption & Extra Expense
- Digital Data Recovery
- Network Extortion
- Ransomware Coverage
- 

#### Third Party Coverages:

- Cyber, Privacy and Network Security Liability
- Electronic, Social and Printed Media Liability
- 

#### Services Available:

- Systems Testing and Consulting
- Online Risk Management Resources
- Training and Educational Programs

**See Disclaimer Page for Important Notices and Acknowledgement**

## Line of Coverage

### Violent Event Response Coverage

**INSURANCE COMPANY:**
**A.M. BEST RATING:**
**STANDARD & POOR'S RATING:**
**STATE COVERED STATUS:**
**POLICY/COVERAGE TERM:**

Illinois Counties Risk Management Trust

N/A

N/A

Admitted

12/1/2022 to 12/1/2023

**Coverage:**

Violent Event Response Coverage

Per Event Limit

\$ 500,000

**Coverages Include:**

- Crisis Investigation
- Personal Crisis Management Event Response Team
- Crisis Communication Support, Media Management, Public Relations
- Temporary Security Measures

**Sub Limited Coverages:**

Medical Expenses

\$ 25,000 Per Person

Counseling Service Expenses

\$ 10,000 Per Person

Funeral Service Expenses

\$ 15,000 Per Person

Per Event Crisis Team Services

\$ 100,000

Memorialization Expenses

\$ 250,000

**Deductible:**

\$ 1,000

**Retro Active Date:**

Not Applicable

**Premium:**

Included

**See Disclaimer Page for Important Notices and Acknowledgement**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

## Other Disclosures / Disclaimers - Continued

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures / Disclaimers - Continued

### Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***

## Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

### Additional Information

- Flood Zones-
  - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

### FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

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If you do NOT wish to purchase flood insurance your signature is required below:

Signature:

Date:

Name Printed / Typed:

Company Name:



## Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Media and Publishers Liability
- Medical Malpractice Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workplace Violence

## Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Binding Requirements Recap

Below is a recap by Line of Coverage. **ALL** coverage(s) require the following:

- A written request to bind coverage
- All Surplus Lines Taxes/Fees are Fully Earned (only applies to a non-admitted carrier)
- Signed Acceptance Form (ICRMT)
- Requested Payment Plan – Annual, 50/50, 25/6 (ICRMT)
- Signed Cyber Application (BCS Insurance)

Coverage Line and Description of Subjectivity(ies)	Effective Date
<b>Commercial Property</b>	<b>12/1/2022</b>
<b>Commercial General Liability</b>	<b>12/1/2022</b>
<b>Commercial Auto</b>	<b>12/1/2022</b>
<b>Excess Liability</b>	<b>12/1/2022</b>
<b>Crime</b>	<b>12/1/2022</b>
<b>Workers' Compensation</b>	<b>12/1/2022</b>
<b>Law Enforcement Liability</b>	<b>12/1/2022</b>
<b>Public Officials Liability including Employment Practices Liability</b>	<b>12/1/2022</b>
<b>Cyber</b>	<b>12/1/2022</b>
<b>Deadly Weapon Response</b>	<b>12/1/2022</b>

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer

## Request to Bind Coverage

### Village of East Dundee

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Commercial Property	<input type="checkbox"/>
Commercial General Liability	<input type="checkbox"/>
Commercial Auto	<input type="checkbox"/>
Excess Liability	<input type="checkbox"/>
Crime	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>
Law Enforcement Liability	<input type="checkbox"/>
Public Officials Liability including Employment Practices Liability	<input type="checkbox"/>
Cyber	<input type="checkbox"/>
Deadly Weapon Response	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?  
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

<b>Signature of Authorized Insured Representative</b>	<b>Date</b>
<b>Title</b>	
<b>Printed / Typed Name</b>	

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.***

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Erika Storlie, Village Administrator  
**Subject:** Winter Depot Staffing Discussion  
**Date:** November 7, 2022

---

### **Action Requested:**

Staff requests the Village Board discuss and provide direction to staff regarding Depot staffing levels for winter 2022-23 and associated financial responsibilities.

### **Fiscal Impact:**

Open to discussion

### **Summary:**

The Dundee Township Visitor's Center is part of the Depot located in the heart of downtown East Dundee. The Depot was open M-F from 10am to 2pm, Saturdays from 9am to 3pm, and 10am to 3pm on Sundays through October 31, 2022. During the summer/fall season the Depot was staffed by Bill Zelsdorf at a rate of \$12/hour.

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

In theory Mr. Zelsdorf's salary was meant to be financially supported by Depot Market booth sale revenue. Recently, the Village has been asked to financially contribute to the staff as market booth sale revenue have not met expectations. The Village has previously paid Mr. Zelsdorf weekly as a vendor beginning in 2020 at the onset of the COVID-19 pandemic through April 30, 2022 and then again through October 31, 2022. The Village is currently not compensating Mr. Zelsdorf outside of the depot market arrangement.

Mr. Zelsdorf contends that the Depot Market will be financially able to support his staffing of the Depot starting in the Spring of 2023. His current request is to keep the Depot open at the hours below for 20 hours per week through April 30, 2023:

Employee	Rate	Hours	Days	Weeks	Amount
Bill Zelsdorf	\$12/hr	10am – 2pm	Wed-Sun	25 weeks in 2022-23	\$6,000

The previous arrangement ended April 30, 2022 and therefore the additional requested funds were not budgeted in the current budget. This could be funded from the contingency fund, as were the additional funds that kept the Depot open through October 31, 2022.

If the direction from the board is to fund this arrangement, Mr. Zelsdorf will reopen the Depot on November 9, 2022.

## Memorandum



**To:** Village President and Board of Trustees  
**From:** James Kruger, Chief of Police  
Katherine Diehl, Village Clerk  
**Subject:** Amendments to Liquor Code  
**Date:** November 7, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of an ordinance amending Chapter 116.04(A)(6) and 116.05(21)(a) of the Village of East Dundee Village Code amending the regulations relating to employee training and registration and relating to village right-of-way service endorsements.

### **Funding Source:**

N/A

### **Summary:**

#### *Right-of-way Service Endorsements*

Several village hosted/approved events take place throughout the year at or around the Depot. A right-of-way liquor service endorsement allows a license holder to expand its premises under their existing license to allow sales and service of alcoholic beverages on the public right-of-way. The endorsement application is submitted during the annual liquor license renewal, which occurs at the start of the calendar year. Currently, village code defines the right-of-way service area as the portion of the village sidewalk or right-of-way within 250 feet of the premise of the licensee. This is restrictive to those licensees that are not located 250 feet from the Depot. By removing this stipulation, this makes the right-of-way endorsement opportunity available to any licensee that would like to participate in a downtown event.

In addition, village code only permits the endorsement between March 1 and November 1 each year. There is a request by The Anvil Club to serve warm, alcoholic beverages at Dickens in Dundee, similar to kindle market beverage offerings in the City of Chicago. This event falls on the first Friday of December which is outside of the permitted time period for the endorsement. Staff recommends allowing the endorsement for the full calendar year so as to allow event opportunities year-round.

#### *Employee Training and Registration*

The Village has long required BASSET or similar training for all servers and bartenders working in our licensed liquor establishments. Over the last several months, there have been several liquor code violations that have required the Liquor Commission to act. After discussion with members of the Liquor Commission, there was an interest to provide for additional training and communication with all Village liquor establishments so that there is greater understanding of the law and its expectations.

The recommendation is to require bi-annual Alcohol Awareness Manager Training as a requisite to maintain a liquor license in the Village of East Dundee. This training would include information regarding the Village and State liquor code requirements related to over-serving, valid identification awareness, underage purchases, hours of operation, manager responsibilities, control of liquor leaving the premises, and other issues pertaining to the welfare of our community and their operation within it.

This would be a two-hour class taught by the Police Department staff. It would be offered once every two years and be recorded so that newly appointed managers or newly opened liquor establishments could view the training on off years.

It is recommended that this be added our local code so that it is a requirement to receive and maintain a liquor license in the Village of East Dundee for the July 2023 renewal. It would be required that at least one representative be present from each licensed establishment for the class. This would not eliminate the need for BASSET or similar training of all employees engaged in the dispensing or serving of alcoholic liquor.

**Legislative History:**

The Village Board discussed the idea of adding the manager training at its October 17, 2022 meeting and directed staff to return with an ordinance for consideration.

**Attachments:**

Ordinance

**ORDINANCE NUMBER 22 - \_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK  
AND KANE COUNTIES, ILLINOIS, AMENDING THE REGULATIONS RELATING TO  
EMPLOYEE TRAINING AND REGISTRATION AND RELATING TO VILLAGE RIGHT-  
OF-WAY SERVICE ENDORSEMENTS**

**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**, the Corporate Authorities now desire to further amend the regulations for the required training for liquor managers within the Village; and

**WHEREAS**, the Corporate Authorities also desire to further amend the regulations for the location of right-of-way service areas, as well as when applicants can apply and hold a right-of-way service area endorsement; and

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

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

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

**SECTION 1: Incorporation.** That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Village Code Amendments.** That the Village Code is hereby amended as follows:

**Amendment One:**

Subsection A(6) of Section 116.04 of the Village Code, entitled "Employee Training and Registration," is hereby amended as follows with additions underlined and deletions struck through:

(6) After July 1, 1994, any new employee, manager or agent, requiring BASSET



or TIPS training, shall, within 90 days from the beginning of their employment with that licensee, complete a BASSET or TIPS program and shall until completion of the BASSET or TIPS program work under the supervision of a person who has completed BASSET or TIPS training.

In addition to the other requirements of this section, all liquor managers shall attend a program conducted by the East Dundee Police Department relative to alcohol awareness at least once every two (2) years commencing July 1, 2023, provided that any liquor manager hired after July 1, 2023, shall attend the next available alcohol awareness program.

### **Amendment Two:**

Subsection 21 of Section 116.05 of the Village Code, entitled "Licenses," is hereby amended as follows, with additions underlined and deletions struck through:

- (21) Adjoining village right-of-way service endorsement. A license holder may expand its premises under their existing license with a right-of-way endorsement granted by the Local Liquor Control Commissioner to allow sales and service of alcoholic beverages authorized pursuant to its license on the public right-of-way subject to compliance with the following regulations:
- (a) The right-of-way service area shall be that portion of the village sidewalk or right-of-way ~~within 250 feet of~~ adjacent to the premise of the licensee and shall only be permitted during a special event sponsored by the village or an event approved by the Village Board;
  - (b) The licensee shall comply with all rules and regulations established by the village for the event;
  - (c) All temporary seating or structures in the village's right-of-way shall be approved by the village;
  - (d) All activities in the village right-of-way shall comply with all ordinances and regulations of the village;
  - (e) The licensee shall submit a plan as part of its application for compliance with all liquor regulations in this chapter;
  - (f) Licensees issued an endorsement for a right-of-way service area shall maintain the right-of-way area in a clean and safe condition. The licensee shall clean said area at the end of each event day, so as not to have any food or drink leftovers or refuse remaining on the right-of-way.
  - (g) Such other requirements as may be imposed by the Liquor Commissioner

taking into account the unique circumstances of the licensee's premises, location and type of event;

- (h) Every applicant for an endorsement for a right-of-way service area shall annually file an application with the Village Clerk upon a form provided by the Village Clerk and pay a filing fee of \$100, which shall not be refundable. ~~Said application shall be submitted to the village by the applicant no later than February 1 of each year;~~
- (i) The application for an endorsement to operate a right-of-way service area must include the following:
  - 1. A certificate of insurance in the amount of \$1,000,000 naming the Village of East Dundee as an additional insured for the duration of the event;
  - 2. A signed hold harmless agreement; and
  - 3. A diagram of the proposed layout of the right-of-way service area, including sizes of fixtures and their location.
- (j) An endorsement for operation of a right-of-way service area which is granted shall permit operation ~~between March 1 and November 1 of that calendar year~~ only for one calendar year following the granting of the endorsement.

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

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

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeff Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

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

Recorded in the Village records on \_\_\_\_\_, 2022.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>311 BARRINGTON AVE LLC</b>					
110222	311 BARRINGTON TIF REIMB #2	11/02/2022	49,768.64		34-01-5876
Total 311 BARRINGTON AVE LLC:			49,768.64		
<b>A.C. PAVEMENT STRIPING CO</b>					
22739	ROAD STRIPING - VAN BUREN	10/17/2022	7,092.60		15-01-5950
22739	ROAD STRIPING - VAN BUREN	10/17/2022	649.44		15-01-5950
Total A.C. PAVEMENT STRIPING CO:			7,742.04		
<b>ACE HARDWARE</b>					
093022	PD GARAGE	09/30/2022	43.16		01-21-5121
093022	PD GARAGE	09/30/2022	138.79		01-21-5121
093022	PD GARAGE	09/30/2022	16.99		01-21-5121
093022	PD GARAGE	09/30/2022	52.73		01-21-5121
093022	PD GARAGE	09/30/2022	275.46		01-21-5121
093022	PD GARAGE	09/30/2022	41.35		01-21-5121
093022	PD GARAGE	09/30/2022	72.34		01-21-5121
093022	PAINT SUPPLIES	09/30/2022	39.96		01-31-5630
093022	SHOVELS	09/30/2022	93.98		01-31-5640
Total ACE HARDWARE:			774.76		
<b>AFLAC</b>					
461453	AFLAC	10/27/2022	677.18		27-01-2215
Total AFLAC:			677.18		
<b>ALTORFER INDUSTRIES</b>					
9253501	TREE SPADE	10/19/2022	1,100.00		01-31-5640
Total ALTORFER INDUSTRIES:			1,100.00		
<b>AMALGAMATED BANK OF CHICAGO</b>					
120122 2012b	SERIES 2012B GO BONDS	10/21/2022	190,368.00		38-01-5810
120122 2015	SERIES 2015 GO BOND	10/21/2022	855,400.00		39-01-5810
120122 2016	SERIES 2016 GO BONDS	10/21/2022	42,975.00		39-01-5810
101422 SERIE	REVENUE BONDS 2012	10/14/2022	777,395.95		46-01-5810
120122 2012a	SERIES 2012A GO BONDS	10/21/2022	480,378.13		48-01-5810
Total AMALGAMATED BANK OF CHICAGO:			2,346,517.08		
<b>AMS MECHANICAL SYSTEMS, INC</b>					
9936-2	PD HVAC MAINTENAN	10/20/2022	2,259.50		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC:			2,259.50		
<b>ANA LOPEZ - C/O PETTY CASH - PD</b>					
092522	DECORATIONS	09/25/2022	5.43		01-21-5580
092522	COFFEE	09/25/2022	10.22		01-21-5580
092522	TABLE COVERS/PLATES	09/25/2022	13.56		01-21-5580
092522	DECORATION	09/25/2022	3.94		01-21-5580
092522	CAKE	09/25/2022	40.98		01-21-5580
092522	SPEEDWAY	09/25/2022	22.12		01-21-5610
092522	CREAMER	09/25/2022	13.00		01-21-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total ANA LOPEZ - C/O PETTY CASH - PD:			109.25		
<b>AT&amp;T</b>					
100422	ATT VILLAGE	10/04/2022	242.30		01-12-5320
100422	ATT W/S	10/04/2022	713.73		60-33-5320
Total AT&T:			956.03		
<b>BATEMAN LAW OFFICES, LTD</b>					
100622	BATEMAN PROF SERV	10/06/2022	165.87		01-21-5230
100622	BATEMAN PROF SERV	10/06/2022	154.57		01-25-5230
100622	590 HEALY	10/06/2022	154.56		85-01-2395
Total BATEMAN LAW OFFICES, LTD:			475.00		
<b>BAXTER AND WOODMAN CONSULTING ENGINEERS</b>					
239832	DESIGN ENG FOR WATER ST W	10/24/2022	2,750.00		34-01-5950
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			2,750.00		
<b>BLUE CROSS BLUE SHIELD</b>					
091622	BCBS ADMIN	09/16/2022	4,842.44		01-12-5060
091622	BCBS FIN	09/16/2022	1,946.78		01-14-5060
091622	BCBS PD	09/16/2022	23,862.21		01-21-5060
091622	BCBS BLDG	09/16/2022	1,760.22		01-25-5060
091622	BCBS PW	09/16/2022	6,794.85		01-31-5060
091622	BCBS EMP CONTRIB	09/16/2022	5,033.44		27-01-2207
091622	BCBS COBRA	09/16/2022	1,844.32		27-01-2210
091622	BCBS RETIREES INS PMT	09/16/2022	6,533.10		27-01-2210
091622	BCBS WTR/SWR	09/16/2022	9,627.78		60-33-5060
Total BLUE CROSS BLUE SHIELD:			58,556.50		
<b>BOYS &amp; GIRLS CLUB OF DUNDEE TOWNSHIP</b>					
103122	DONATION TO PARK IN OTTO L	10/31/2022	34.17		01-12-6005
Total BOYS & GIRLS CLUB OF DUNDEE TOWNSHIP:			34.17		
<b>CENTURION PLUMBING COMPANY</b>					
2103	LEAD LINE REPLACEMENT - 30	10/21/2022	9,300.00		60-33-5140
2104	LEAD LINE REPLACEMENT - 31	10/21/2022	8,300.00		60-33-5140
2105	LEAD LINE REPLACEMENT - 32	10/21/2022	8,300.00		60-33-5140
2106	LEAD LINE REPLACEMENT - 32	10/21/2022	9,400.00		60-33-5140
Total CENTURION PLUMBING COMPANY:			35,300.00		
<b>CENTURY SPRINGS</b>					
103122	WATER FIN 2976056	10/31/2022	22.58		01-21-5630
103122	EDPD WATER 2976057	10/31/2022	93.74		01-21-5630
103122	EDPD WATER 2983825	10/31/2022	69.32		01-21-5630
103122 DEPO	DEPOT WATER 2921736	10/31/2022	12.79		01-37-5330
103122 DEPO	DEPOT WATER 2927200	10/31/2022	12.79		01-37-5330
103122 DEPO	DEPOT WATER 2943776	10/31/2022	10.78		01-37-5330
103122 DEPO	DEPOT WATER 2955800	10/31/2022	56.96		01-37-5330
103122 DEPO	DEPOT WATER 2958611	10/31/2022	20.58		01-37-5330

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
103122 DEPO	DEPOT WATER 2976054	10/31/2022	14.58		01-37-5330
Total CENTURY SPRINGS:			314.12		
<b>CHICAGO COMMUNICATIONS LLC</b>					
339079	RADIO MAINTANCE	10/07/2022	315.00		01-21-5130
Total CHICAGO COMMUNICATIONS LLC:			315.00		
<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING</b>					
2023MUNIC06	CMAP DUES	10/17/2022	119.73		01-12-5410
Total CHICAGO METROPOLITAN AGENCY FOR PLANNING:			119.73		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4134160462	FLOOR MATS - VH	10/12/2022	28.02		01-12-5110
4135539317	FLOOR MATS - VH	10/26/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			56.04		
<b>COM ED</b>					
101122	COM ED VH	10/11/2022	60.54		01-31-5510
101122	GENERAL VILLAGE	10/11/2022	65.55		28-01-5510
Total COM ED:			126.09		
<b>COMED</b>					
102422	COM ED VILLAGE	10/24/2022	214.30		28-01-5510
Total COMED:			214.30		
<b>COVERALL NORTH AMERICA DBA</b>					
1010702841	CLEANING VH	10/11/2022	329.00		01-12-5110
1010702841	CLEANING POLICE	10/11/2022	595.00		01-21-5121
1010702841	CLEANING DEPOT	10/11/2022	95.00		01-31-5110
1010702841	CLEANING PW PRAIRIE LAKE	10/11/2022	236.00		01-31-5110
1010702841	CLEANING PW 401 ELGIN AVE	10/11/2022	236.00		60-33-5111
1010702841	CLEANING PW 446 ELGIN AVE	10/11/2022	95.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
<b>DIXON ENGINEERING, INC.</b>					
22-1163	25 TOWER PAINT ENG	10/14/2022	975.00		60-33-5220
Total DIXON ENGINEERING, INC.:			975.00		
<b>DOWN TO EARTH LANDSCAPING</b>					
80488	MULCH	10/11/2022	69.00		01-31-5150
80751	TOP SOIL	10/21/2022	87.00		01-31-5150
80819	SOIL	10/24/2022	58.00		60-33-5140
Total DOWN TO EARTH LANDSCAPING:			214.00		
<b>DUNDEE LANDSCAPE CONSTRUCTION</b>					
5700	DEPOT PAVER PROJECT	08/02/2022	8,930.00		34-01-5945

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DUNDEE LANDSCAPE CONSTRUCTION:			8,930.00		
<b>DUNDEE NAPA AUTO PARTS</b>					
427031	SWEEPER BATTERY	10/12/2022	132.05		01-31-5120
Total DUNDEE NAPA AUTO PARTS:			132.05		
<b>DW-SERVANT FUND (EAST DUNDEE) LLC</b>					
102522 1	BDD DUNDEE GATEWA	10/25/2022	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
<b>ED'S RENTAL &amp; SALES, INC</b>					
368773-3	CHIPPER	08/19/2022	1,077.84		01-31-5530
369031-3	CHIPPER	08/26/2022	1,725.00		01-31-5530
369469-3	ROLLER	08/24/2022	322.00		01-31-5530
370262-3	ROLLER	09/01/2022	165.00		01-31-5530
372985-3	CHIPPER	09/30/2022	1,293.75		01-31-5530
373176-3	APHALT ROLLER	09/30/2022	276.00		01-31-5530
373905-3	CHIPPER	10/07/2022	1,178.75		01-31-5530
374471-3	CHIPPER	10/14/2022	1,725.00		01-31-5530
Total ED'S RENTAL & SALES, INC:			7,763.34		
<b>ENGIE</b>					
15310-00	OVERPAYMENT ON FINAL BILL	10/31/2022	69.08		99-00-1005
Total ENGIE:			69.08		
<b>FEHR GRAHAM</b>					
108535	SPEEDWAY	09/21/2022	22,968.65		85-01-2381
108535	SPEEDWAY, HIGGINS	09/21/2022	1,217.43-		85-01-2381
Total FEHR GRAHAM:			21,751.22		
<b>FERGUSON ENTERPRISES, LLC</b>					
33792	WTP FILTER SERVICE TOOL	10/17/2022	200.00		60-33-5130
446121-44614	WATER METERS - 4TH ST	10/07/2022	1,354.08		60-33-5934
446121-44614	WATER METERS - 4TH ST	10/07/2022	118.80		60-33-5934
Total FERGUSON ENTERPRISES, LLC:			1,672.88		
<b>FULLIFE SAFETY CENTER</b>					
67348	UNIFORM RG	10/18/2022	119.97		01-31-5080
67349	UNIFORM BW	10/18/2022	55.00		01-31-5080
67350	UNIFORM PP	10/18/2022	209.50		01-31-5080
67450	RAIN GEAR	10/24/2022	274.00		01-31-5080
67345	SAFETY SUPPLIES AND GLOVE	10/18/2022	433.88		01-31-5630
67408	SAFETY HARNESS	10/18/2022	267.00		01-31-5630
67450	SAFETY RETRACTABLE LINE	10/24/2022	159.50		01-31-5630
67347	UNIFORM JACKET GG	10/18/2022	35.00		60-33-5080
67450	RAIN GEAR	10/24/2022	137.00		60-33-5080
67488	WWTP HOIST INSPECTIONS - 6	10/25/2022	750.00		60-33-5111
67345	GLOVES	10/18/2022	136.50		60-33-5630
67408	SAFETY HARNESS	10/18/2022	133.50		60-33-5630
67408	SAFETY RETRACTABLE LINE	10/18/2022	345.75		60-33-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
67450	SAFETY RETRACTABLE LINE	10/24/2022	159.50		60-33-5630
Total FULLIFE SAFETY CENTER:			3,216.10		
<b>GALLS PARENT HOLDINGS, LLC</b>					
22346224/2235	UNIFORM ALLOW. - KM	10/10/2022	199.59		01-21-5080
22346224/2235	UNIFORM ALLOW. - KM	10/10/2022	225.00		01-21-5080
22394645	UNIFORM ALLOW. - KM	10/14/2022	392.96		01-21-5080
22467458	UNIFORM ALLOW. - KM	10/22/2022	289.72		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			1,107.27		
<b>GOETZ, GREGG</b>					
101022	LOST CHECK REISSUE	10/10/2022	66.13		27-01-2213
Total GOETZ, GREGG:			66.13		
<b>GRAINGER, INC.</b>					
9483288305	ARTS COUNCIL PAINT	10/18/2022	452.17		34-01-5940
9483293826	ARTS COUNCIL PAINT	10/18/2022	258.88		34-01-5940
9492641254	FUSES - UV BLDG	10/26/2022	149.50		60-33-5131
Total GRAINGER, INC.:			860.55		
<b>H&amp;H ELECTRIC CO.</b>					
40011	STREET LIGHT REPAIR	09/30/2022	347.60		01-31-5150
40013	STREET LIGHT REPAIR	09/30/2022	803.06		01-31-5150
40047	POLE ON 72	09/30/2022	557.80		01-31-5150
40082	STREET LIGHT MAINT	09/30/2022	347.60		01-31-5150
40012	STREET LIGHT REPLACEMENT	09/30/2022	4,561.21		15-01-5950
Total H&H ELECTRIC CO.:			6,617.27		
<b>HAWKINS, INC.</b>					
6308874	W CHEMICALS	10/05/2022	2,463.43		60-33-5650
6313326	WTP CHEMICALS	10/15/2022	140.00		60-33-5650
6308875	WW CHEMICALS	10/05/2022	900.89		60-33-5651
6326013	WW CHEMICALS	10/28/2022	3,443.15		60-33-5651
Total HAWKINS, INC.:			6,947.47		
<b>HELPING HAND IT</b>					
22-41329	IT SERVICES	10/11/2022	280.00		01-12-5286
22-41355	IT SERVICES	10/17/2022	210.00		01-12-5286
22-41398	IT SERVICES	10/21/2022	227.50		01-12-5286
22-41490	IT SERVICES LICENSING	11/01/2022	868.80		01-12-5286
Total HELPING HAND IT:			1,586.30		
<b>HOME DEPOT</b>					
101322	PD GARAGE	10/13/2022	647.88		01-21-5121
101322	PD GARAGE	10/13/2022	162.82		01-21-5121
101322	PD GARAGE	10/13/2022	642.68		01-21-5121
101322	PD GARAGE	10/13/2022	771.41		01-21-5121
101322	PD GARAGE	10/13/2022	54.63		01-21-5121
101322	PD GARAGE	10/13/2022	35.93		01-21-5121
101322	PD GARAGE	10/13/2022	30.94		01-21-5121



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
101322	PD GARAGE	10/13/2022	121.44		01-21-5121
101322	SCARECROW FEST MAT	10/13/2022	21.36		01-37-5290
101322	SCARECROW FEST MAT	10/13/2022	24.19		01-37-5631
Total HOME DEPOT:			2,513.28		
<b>ILLINOIS COUNTIES RISK MANAGEMENT TRUST</b>					
DED5928601/6	DEDUCTIBLE	10/03/2022	2,500.00		01-12-5520
DED5928601/6	DEDUCTIBLE	10/03/2022	2,500.00		01-21-5520
3994	JOB POSTING	10/27/2022	50.00		01-31-5340
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:			5,050.00		
<b>ILLINOIS DEPT. OF TRANSPORTATION</b>					
62868	72/MAIN @ VAN	10/10/2022	771.87		15-01-5950
62868	72/MAIN @ RIVER ST	10/10/2022	771.87		15-01-5950
62868	72/MAIN @ ROCK ROAD	10/10/2022	171.52		15-01-5950
Total ILLINOIS DEPT. OF TRANSPORTATION:			1,715.26		
<b>ILLINOIS ENVIRONMENTAL PROTECTION AGENCY</b>					
L17-2616 1018	WASTEWATER LOAN I	10/18/2022	209,721.64		60-33-5800
L17-2879 1018	IEPA LOAN WELL #5	10/18/2022	87,887.48		60-33-5801
L17-2616 1018	WASTEWATER LOAN I	10/18/2022	24,808.43		60-33-5820
L17-2879 1018	IEPA LOAN WELL #5	10/18/2022	11,045.02		60-33-5820
Total ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:			333,462.57		
<b>ILLINOIS MUNICIPAL LEAGUE</b>					
102522	IML CATALOG - AL	10/25/2022	30.00		01-14-5410
102522	IML CATALOG - JK	10/25/2022	30.00		01-21-5410
Total ILLINOIS MUNICIPAL LEAGUE:			60.00		
<b>ILLINOIS PUBLIC RISK FUND</b>					
79367	W/C ADMIN	10/12/2022	779.21		01-12-5520
79367	W/C FIN	10/12/2022	584.41		01-14-5520
79367	W/C PD	10/12/2022	3,183.71		01-21-5520
79367	W/C BLDG	10/12/2022	389.61		01-25-5520
79367	W/C W/S	10/12/2022	563.93		01-31-5520
79367	W/C PW	10/12/2022	592.13		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			6,093.00		
<b>ILLINOIS SECTION AMER WATER WORK ASSOC</b>					
200075964	GG TRAINING	10/18/2022	96.00		60-33-5430
Total ILLINOIS SECTION AMER WATER WORK ASSOC:			96.00		
<b>ILLINOIS STATE POLICE BUREAU OF ID</b>					
090122	LIQ LIC BG CHECK	09/01/2022	28.25		01-12-5290
Total ILLINOIS STATE POLICE BUREAU OF ID:			28.25		
<b>IMPACT NETWORKING</b>					
2740458	COPIER C368	10/20/2022	74.06		01-12-5340
2740458	COPIER C368	10/20/2022	74.08		01-14-5340

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
2740458	COPIER C368	10/20/2022	74.06		01-25-5340
Total IMPACT NETWORKING:			222.20		
<b>J.G. UNIFORMS, INC</b>					
104800	UNIFORM JR	10/06/2022	222.00		01-21-5080
105493	UNIFORM SD	10/24/2022	72.00		01-21-5080
Total J.G. UNIFORMS, INC:			294.00		
<b>JAMES KRUEGER</b>					
101322	TRAINING CONFERENCE	10/18/2022	106.86		01-21-5420
Total JAMES KRUEGER:			106.86		
<b>JEREMY M BUTLER</b>					
2	TRAINING	10/11/2022	1,600.00		01-21-5430
Total JEREMY M BUTLER:			1,600.00		
<b>JNL CLIMATE CONTROL INC</b>					
75280-1	VH BOILER SERVICE	10/26/2022	994.00		01-12-5110
Total JNL CLIMATE CONTROL INC:			994.00		
<b>JOHNSON RESEARCH GROUP</b>					
1905	TIF ANALYSIS	10/18/2022	1,600.00		39-01-5290
Total JOHNSON RESEARCH GROUP:			1,600.00		
<b>KANE COUNTY ANIMAL CONTROL</b>					
100622	FEE FOR STRAY	10/06/2022	116.00		01-21-5290
Total KANE COUNTY ANIMAL CONTROL:			116.00		
<b>KATIE PAULSON</b>					
558000	REFUND OVER PAYMENT FINA	10/19/2022	69.39		99-00-1005
Total KATIE PAULSON:			69.39		
<b>KIM DIGIOVANNI</b>					
110122	LOCAL PROSECUTION	11/01/2022	3,087.04		01-21-5230
Total KIM DIGIOVANNI:			3,087.04		
<b>KLEIN, THORPE AND JENKINS, LTD</b>					
101122	PROFESSIOINAL SERVICES	10/11/2022	4,192.30		01-12-5230
101122	POLICE LEGAL SERV	10/11/2022	2,186.93		01-21-5230
101122	DUNDEE CROSSING TIF	10/11/2022	1,147.50		38-01-5230
101122	TIF #3 DOWNTOWN	10/11/2022	1,808.00		39-01-5230
101122	590 HEALY RD	10/11/2022	1,170.00		85-01-2395
Total KLEIN, THORPE AND JENKINS, LTD:			10,504.73		
<b>KURITA AMERICA INC.</b>					
712338	WTP FILTER AND ION EXCHAN	10/12/2022	11,082.93		60-33-5130

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total KURITA AMERICA INC.:			11,082.93		
<b>LAUDERDALE ELECTRIC, INC.</b>					
8622	GARAGE WORK	09/28/2022	6,240.62		01-21-5121
8646	REPAIR BOLLARD LIGHT NEAR	09/29/2022	185.60		01-31-5110
Total LAUDERDALE ELECTRIC, INC.:			6,426.22		
<b>LIFT WORKS INC.</b>					
21891-1	AERIAL LIFT REPAIR	10/13/2022	363.78		01-31-5120
Total LIFT WORKS INC.:			363.78		
<b>MCGINTY BROTHERS INC.</b>					
241295	LARGE TREE REMOVALS	10/26/2022	3,100.00		01-31-5190
Total MCGINTY BROTHERS INC.:			3,100.00		
<b>MIDWEST DECORATING, INC</b>					
4721	PAINT EXTERIOR OF WTP	10/18/2022	21,000.00		35-01-5970
Total MIDWEST DECORATING, INC:			21,000.00		
<b>MIDWEST SALT</b>					
228840	COARSE SALT	10/24/2022	3,367.30		60-33-5650
Total MIDWEST SALT:			3,367.30		
<b>MUNICIPAL RESEARCH SERVICE INC</b>					
102022	RESEARCH & STATS	10/20/2022	925.00		01-14-5210
102022	RESEARCH & STATS	10/20/2022	925.00		60-33-5210
Total MUNICIPAL RESEARCH SERVICE INC:			1,850.00		
<b>NICOR GAS</b>					
102522	NICOR S/W	10/25/2022	1,021.46		60-33-5510
Total NICOR GAS:			1,021.46		
<b>NORTHEAST MULTI-REGIONAL TRAINING</b>					
321009	TRAINING - JR & DD	10/17/2022	650.00		01-21-5430
Total NORTHEAST MULTI-REGIONAL TRAINING:			650.00		
<b>NORTHWESTERN MEDICINE OCCUPATIONAL HEALT</b>					
532002	PRE-EMPLOYMENT	09/30/2022	107.50		01-31-5240
532002	PRE-EMPLOYMENT	09/30/2022	107.50		60-33-5240
532542	DRUG/ALCOHOL SCREEN - BW	09/30/2022	130.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			345.00		
<b>ORANGE CRUSH</b>					
100042	DISPOSAL ASPHALT	10/29/2022	100.00		01-31-5570

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total ORANGE CRUSH:			100.00		
<b>ORKIN PEST CONTROL</b>					
052019	REPLACE LOST CHECK	10/10/2022	79.28		01-31-5110
Total ORKIN PEST CONTROL:			79.28		
<b>P.F. PETTIBONE</b>					
182912	BUSINESS CARDS JF & RF	10/25/2022	128.80		01-21-5340
Total P.F. PETTIBONE:			128.80		
<b>PADDOCK PUBLICATIONS, INC</b>					
232075	611 MAIN HEARING	10/24/2022	103.50		01-12-5450
231847	TREASURER'S REPORT	10/16/2022	738.99		01-14-5330
Total PADDOCK PUBLICATIONS, INC:			842.49		
<b>PALUMBO MANAGEMENT LLC</b>					
102622	DISP OF MATERIAL	10/26/2022	225.00		01-31-5570
Total PALUMBO MANAGEMENT LLC:			225.00		
<b>PETERSON &amp; MATZ, INC</b>					
101322CP	WTP PERMANGANATE PUMP	10/13/2022	1,727.70		60-33-5130
Total PETERSON & MATZ, INC:			1,727.70		
<b>PLATT HILL NURSERY, INC.</b>					
2053350	MUMS FOR DOWNTOWN	10/05/2022	96.40		01-31-5110
Total PLATT HILL NURSERY, INC.:			96.40		
<b>PRINCIPAL LIFE INSURANCE CO</b>					
091622	ADMIN VIS DENT LIFE	09/16/2022	302.53		01-12-5060
091622	FIN VIS DENT LIFE	09/16/2022	164.72		01-14-5060
091622	PD VIS DENT LIFE	09/16/2022	1,720.06		01-21-5060
091622	BLDG VIS DENT LIFE	09/16/2022	129.83		01-25-5060
091622	PW VIS DENT LIFE	09/16/2022	479.53		01-31-5060
091622	EMP CONT VIS DENT LIFE	09/16/2022	710.92		27-01-2208
091622	COBRA CONT VIS DENT LIFE	09/16/2022	108.51-		27-01-2210
091622	W/S VIS DENT LIFE	09/16/2022	685.58		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			4,084.66		
<b>RAY O'HERRON CO. INC</b>					
2227330	UNIFORM JH	10/17/2022	178.97		01-21-5080
Total RAY O'HERRON CO. INC:			178.97		
<b>RIEKE OFFICE INTERIORS</b>					
68030	OFFICE FURNITURE	10/10/2022	3,398.50		01-21-5940
Total RIEKE OFFICE INTERIORS:			3,398.50		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>RILEIGHS OUTDOOR DECOR</b>					
5294	HOLIDAY DECOR	10/27/2022	1,520.00		01-31-5110
Total RILEIGHS OUTDOOR DECOR:			1,520.00		
<b>SCURTO CEMENT CONSTRUCTION, LTD</b>					
1	HEADWALL BONNIE DUNDEE C	10/25/2022	36,326.00		32-36-5900
Total SCURTO CEMENT CONSTRUCTION, LTD:			36,326.00		
<b>SECOND CITY APPRAISAL, LLC</b>					
1700-R	10 E HILL APPRAISAL	08/11/2022	450.00		39-01-5290
1700-R	RAILROAD STREET LOTS	08/11/2022	1,300.00		39-01-5290
1701 - R	304 HILL STREET APP	08/11/2022	800.00		39-01-5290
1701 - R	309 JACKSON APP	08/11/2022	800.00		39-01-5290
Total SECOND CITY APPRAISAL, LLC:			3,350.00		
<b>SHARP EXPRESS</b>					
092722	TRUCK #29	09/27/2022	1,444.72		01-31-5120
101922	#35 TRUCK REPAIRS	10/19/2022	1,535.50		01-31-5120
Total SHARP EXPRESS:			2,980.22		
<b>SHERWIN WILLIAMS</b>					
2424-7	PD GARAGE	10/14/2022	2,594.71		01-21-5121
2717-7	PD GARAGE	10/19/2022	934.39		01-21-5121
325-3	PD GARAGE	10/20/2022	908.00		01-21-5121
54-9	PD GARAGE	10/12/2022	1,127.70		01-21-5121
Total SHERWIN WILLIAMS:			3,748.80		
<b>STAPLES ADVANTAGE</b>					
8068018062	COFFEE/CREAMER	10/22/2022	5.89		01-12-5610
8068018062	LABELS	10/22/2022	14.94		01-12-5610
8067787270	OFFICE SUPPLIES FIN	10/01/2022	61.16		01-14-5610
8067787270	OFFICE SUPPLIES PD	10/01/2022	204.53		01-21-5610
8068018062	KCUP	10/22/2022	17.62		01-25-5610
8067942180	PRINTER TONER WTP COPIER	10/15/2022	377.96		60-33-5610
Total STAPLES ADVANTAGE:			682.10		
<b>STEPHEN D. TOUSEY LAW OFFICES</b>					
110122	OV PROSECUTION	11/01/2022	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
<b>SUBURBAN ELEVATOR</b>					
7153570452	ELEVATOR SERV	09/27/2022	389.49		01-21-5121
Total SUBURBAN ELEVATOR:			389.49		
<b>THE BLUE LINE</b>					
43987	AD FOR PARTTIME RECORDS	10/25/2022	298.00		01-21-5290
Total THE BLUE LINE:			298.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>TRAFFIC CONTROL &amp; PROTECT</b>					
112934	STREET SIGNS	10/18/2022	364.35		01-31-5150
112979	PED CROSS SIGNS	10/25/2022	796.30		01-31-5150
38193	BONNIE DUNDEE CULVERT	10/20/2022	2,961.65		32-36-5900
Total TRAFFIC CONTROL & PROTECT:			4,122.30		
<b>ULINE</b>					
439846	SUPPLIES	10/19/2022	351.96		01-12-5630
Total ULINE:			351.96		
<b>UNIQUE PRODUCTS (ELGIN PAPER COMPANY)</b>					
439660	FOR WTP	10/17/2022	59.84		60-33-5630
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			59.84		
<b>UNITED SYSTEMS AND SOFTWARE INC</b>					
94097	METER READ SOFTWARE	10/24/2022	275.00		60-33-5290
Total UNITED SYSTEMS AND SOFTWARE INC:			275.00		
<b>USA BLUEBOOK</b>					
155336	WW LAB SUPPLIES	10/26/2022	258.02		60-33-5630
Total USA BLUEBOOK:			258.02		
<b>VERIZON WIRELESS</b>					
9917793954	VERIZON ADMIN	10/10/2022	56.43		01-12-5320
9917793954	VERIZON FIN	10/10/2022	92.46		01-14-5320
9917793954	VERIZON PD	10/10/2022	289.16		01-21-5320
9917793954	VERIZON B&Z	10/10/2022	56.45		01-25-5320
9917793954	VERIZON PW	10/10/2022	269.50		01-31-5320
9917793954	VERIZON SWR/WTR	10/10/2022	275.77		60-33-5320
Total VERIZON WIRELESS:			1,039.77		
<b>WAGeworks, INC</b>					
4356368	HEALTHCARE BENEFIT	10/25/2022	170.00		01-12-5060
Total WAGeworks, INC:			170.00		
<b>WATER PRODUCTS COMPANY-AURORA</b>					
312828-10242	B-BOXES - 4TH STREET	10/24/2022	1,657.17		60-33-5140
Total WATER PRODUCTS COMPANY-AURORA:			1,657.17		
<b>WEIDNER FARMS MATERIAL, INC</b>					
74582	CULVERT ROCK	10/08/2022	988.34		32-36-5900
Total WEIDNER FARMS MATERIAL, INC:			988.34		
<b>WEX INC</b>					
84501858	FUEL CHARGES PD	10/23/2022	3,439.69		01-21-5620
Total WEX INC:			3,439.69		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>WILLIAM C ZELSDORF</b>					
101022	DEPOT 10/10-10/14/22	10/21/2022	300.00		01-12-6010
101022	DEPOT 10/17-10/21/22	10/21/2022	300.00		01-12-6010
102422	DEPOT 10/24-10/28/22	10/28/2022	300.00		01-12-6010
Total WILLIAM C ZELSDORF:			900.00		
<b>ZORO TOOLS, INC</b>					
11641200	PAPER TOWEL DISP	10/10/2022	171.27		01-21-5121
Total ZORO TOOLS, INC:			171.27		
Grand Totals:			3,066,985.80		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.