

EAST DUNDEE

PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, September 20, 2021

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
6. Other Agenda Items
 - a. [Motion to Award the 2021 MFT Street Improvement Program Contract to \(Contractor\), in the Amount of \(\\$xxxx\) Provided that no Protests Have Been Made Within 8 Days, and Authorize the Village President and Clerk to Execute the Contract Documents and All Other Forms Required During the Course of the Project](#)
 - b. [Motion to Approve a Resolution Approving a License Agreement between the Village of East Dundee and the 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](#)
 - c. [Proclamation for Constitution Week September 17-23](#)
7. Financial Reports
 - a. [Warrants List \\$176,006.83](#)
8. Village President and Board Reports
9. Staff Reports
10. Public Comment on Non-Agenda Items
Please keep comments to 5 minutes or less and relevant to Village Business

11. 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.

- a. (c)(1) Personnel

12. Adjournment



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

To: Village President and Board of Trustees
From: Jennifer Ramsay, Village Administrator
Subject: Dundee Township Foundation License Agreement
Date: September 20, 2021

Background

At the August 20, 2018 Village Board meeting, the Village approved an intergovernmental agreement with Dundee Township to allow them to utilize a portion of the Village's property within Summit Square (611 E. Main) consisting of former classroom spaces within the building. The Village currently owns 57% of Summit Square.

The intended use of the classrooms was for a clothing closet program whereby clothing donations would be accepted and dispersed free of charge to Township residents in need. Over time, the program expanded to include a food pantry. Dundee Township utilized existing staff and volunteers to support this program.

The Dundee Township Foundation (a separate organization started to accept donations) has taken over the operations of the clothing closet and food pantry. At the August 2nd Village Board meeting, they requested the use of ten classroom spaces owned by the Village. At the meeting, the Village Board reached a consensus to draft an agreement allowing for the use of the requested classrooms.

License Agreement Terms

Attached, please find the proposed license agreement. As shown, the Foundation has proposed to relocate the majority of their operations, including the food pantry, to the first floor of Summit Square and bring the classrooms up to all applicable Village, Building, and Health Department Codes and regulations at their expense. The Foundation acknowledges and agrees to comply with the Village's indemnification and insurance provisions. Other terms included in the attached agreement are as follows:

- Lease term of at least 6 months with the option of either party to terminate the agreement with 30 days notice after 6 months.
- Waiver of all Village permit fees for improvements and operations (excluding fees charged by outside entities).
- The Foundation's commitment to have all volunteers and employees pass a background check.
- The Village's commitment to reasonably protect the Foundation's access to the common areas in the building.



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- In the event of early termination by the Village, reimbursement of Foundation's improvement costs up to \$5,000, in the following amounts:
 - Year 1: 75%
 - Year 2: 50%
 - Year 3: 25%
 - Year 4: 0%

Association Fees

The Village currently is not assessed association fees and, instead, has been responsible for many of the building maintenance items. The Village does not have a formal agreement in place for this arrangement. The Association and I have discussed the possibility of revisiting this arrangement to either memorialize the existing arrangement or modify the arrangement to allow the Village to pay association fees rather than absorbing the cost of building maintenance which has been significant.

The proposed agreement originally included the following language.

2.2 H. The Foundation shall pay any assessments and fees levied by the Association on the Licensed Premises during the term of this Agreement. Additionally, the Foundation shall pay a proportionate share of the garbage costs attributable to the Licensed Premises to the Village, which the Village shall then forward to the Association. The Foundation shall have no rights or interest in the Association, voting or otherwise, by virtue of this Agreement, and the Village retains all such rights and interests during its period of ownership of the Licensed Premises.

The Association has significant concerns regarding this proposed language. We have estimated that, if the Village were to start paying fees, the Foundation's share could be around \$1,000/month or more. As the Foundation does not have the resources for such monthly payment, we agreed on the following language which is intended to allow for a negotiation of the fees if the Village were to be charged by the Association at some point during the term of the agreement. The thought process is that the Foundation may have a better handle on their operating income by that time.

2.2H. The Foundation shall not be required to pay any assessments or fees levied by the Association on the Licensed Premises during the term of the Village's agreement with the Association. If the Village's agreement with the Association changes, the Village and Foundation will negotiate for fees for the improved portions of the Foundation's space. The Foundation will pay a proportionate share of the garbage costs to the Village which shall forward such payments to the Association. The Foundation shall have no rights or interest in the Association, voting or otherwise, by virtue of this Agreement, and the Village retains all such rights and interests during its period of ownership of the Licensed Premises.



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The attached agreement includes the negotiated language. The Village Board will need to decide whether they are comfortable with the language as presented.

Action Request: Discussion and consideration of a Resolution Approving a License Agreement Between the Village and the Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion the Summit Square, 611 E. Main Street, East Dundee, Illinois.

Attachment: A Resolution Approving a License Agreement Between the Village and the Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion the Summit Square, 611 E. Main Street, East Dundee, Illinois

RESOLUTION NUMBER __-21

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A 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**

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, it is deemed necessary and desirable for the Village to approve and enter into 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,” attached hereto as **EXHIBIT A** and made a part hereof (“Agreement”), by and between the Village and Dundee Township Foundation, Inc., an Illinois not-for-profit corporation;

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: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval. That the Village President and Board of Trustees authorize and approve the Agreement and direct the Village President and Village Clerk to execute the Agreement, along with all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement. The Village President and Board of Trustees direct Village staff to comply with all of the applicable obligations of the Village under the Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Effect. That this Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ___ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2021.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ___ day of _____, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2021.

EXHIBIT A

**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**

(attached)

**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**

This **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** (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”) by and between the Village of East Dundee, an Illinois home rule municipal corporation (“Village”) and Dundee Township Foundation, Inc., an Illinois not-for-profit corporation (“Foundation”). The Village and the Foundation are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves, individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/8-1-2.5 authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Village owns a portion of the real property commonly known as Summit Square, 611 East Main Street, East Dundee, Illinois, as legally described and

depicted in **EXHIBIT A**, respectively, attached hereto and made a part hereof (“Subject Property”); and

WHEREAS, the Village desires to allow the Foundation to use and occupy ten (10) classroom spaces within the Subject Property, as depicted and described in **EXHIBIT B** attached hereto and made a part hereof (“Licensed Premises”), if the terms and conditions in this Agreement are met; and

WHEREAS, the Foundation desires to use and occupy the Licensed Premises on the terms and conditions set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

SECTION 2: LICENSE AND LIMITATIONS

2.1 Grant of License. The Village hereby grants to the Foundation a revocable license (“License”) to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises for the limited uses of a clothing closet program, a food pantry and social service / training events with each use to only be operated within the portions of the Licensed Premises described for each such use as set forth in **EXHIBIT B**. The Foundation shall pay the Village a one-time License fee of Ten and No/100 Dollars (\$10.00).

2.2 Scope and Limitations of License. The License granted herein shall permit the Foundation to use and occupy the Licensed Premises for the uses set forth in Section 2.1 above, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

- A. At its sole cost and expense, the Foundation shall obtain all permits and shall make all necessary improvements to the Licensed Premises in order to bring the Licensed Premises in to compliance with all applicable Village building, fire and life safety codes (“Improvements”). The Village shall waive its building permit fees otherwise applicable to the Improvements, but the waiver excludes, and the Foundation shall pay for, review and inspection fees charged to the Village or to the Foundation by third-parties. It shall be the Foundation’s responsibility to ensure that the Licensed Premises remains in compliance with the Village Code, the Village Zoning Ordinance, the Village Building Code, Kane County Health Department regulations, and all federal, State of Illinois, and other local laws, ordinances, regulations, rules, policies and directives (collectively the “Laws”) at all times that the Foundation occupies the Licensed Premises. All Improvements must be pre-approved by the Village Administrator.
- B. At its sole cost and expense, the Foundation shall be responsible for all maintenance and upkeep of the Licensed Premises and all utility charges for the Licensed Premises.
- C. Any maintenance to the Licensed Premises provided by the Village, in its sole discretion, shall be performed at a level approved by the Village Administrator. Any such maintenance shall be minor and have a minimal impact on Village operations.
- D. The Village may access the Licensed Premises at any time.
- E. The Foundation shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement and the Laws.
- F. The Foundation shall not permit any person to work at the Licensed Premises, whether as a Foundation employee or volunteer, unless the person has passed a criminal background check and been found to have a satisfactory character to work at a clothing closet program, a food pantry and social service / training events.
- G. The Foundation shall comply with all requirements of the Summit Square Owners Association (“Association”) and Summit Square Condominiums Declaration, as amended from time to time, including the use of the common areas around the Licensed Premises. So long as the Village is a voting member of the Summit Square Business Condominium Association, the Village will vote to reasonably protect the Foundation’s access to all common areas including hallways, bathrooms, signage,

entrances, parking lot and common area rooms equal to the access and use permitted to all other tenants and owners in the building.

- H. The Foundation shall not be required to pay any assessments or fees levied by the Association on the Licensed Premises during the term of the Village's agreement with the Association. If the Village's agreement with the Association changes, the Village and Foundation will negotiate for fees for the improved portions of the Foundation's space. The Foundation will pay a proportionate share of the garbage costs to the Village which shall forward such payments to the Association. The Foundation shall have no rights or interest in the Association, voting or otherwise, by virtue of this Agreement, and the Village retains all such rights and interests during its period of ownership of the Licensed Premises.

2.3 Term of License. This Agreement, and the License granted herein, shall remain in effect until terminated by agreement of the Village and the Foundation, or until termination as set forth in Section 3 below. The License is for the temporary permissive use of the Licensed Premises only and creates no tenancy, property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Foundation or any user of the Licensed Premises.

2.4 Non-Assignability of License. The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

SECTION 3: TERMINATION

3.1 Termination. This Agreement may be terminated by either Party by providing thirty (30) days written notice to the other Party, except that the Village may not terminate this Agreement under this Section 3.1 within the first six (6) months after the Effective Date. If this Agreement is terminated by the Foundation, the Village shall have no obligation to reimburse the Foundation for the cost and expense of any Improvements. Upon termination the Foundation shall vacate the Licensed Premises and leave the Licensed Premises in as good, or better, condition than existed on the Effective Date.

3.2 Termination By Village. If the Village terminates this Agreement, if the Foundation was in compliance with all of its obligations in this Agreement as of the date the Village terminated this Agreement, and if the Foundation thereafter opens and operates a clothing closet program, a food pantry and social service / training events at another location for at least six (6) consecutive months within twelve (12) months of the Village's termination of this Agreement, then the Village shall reimburse the Foundation for the cost and expense of all the Improvements up to Five Thousand and No/100 Dollars (\$5,000.00), except that the cost of each Improvement shall be reduced by

twenty-five percent (25%) at the end of the calendar year each year following the installation of said Improvement. The Village shall only be obligated to reimburse the Foundation for the cost of any Improvement as depreciated herein.

3.3 Purchase of Licensed Premises By Foundation. If the Foundation purchases the Licensed Premises from the Village, either through a customary sale and purchase or through a subsequent lease to own arrangement under a separate agreement, the Village shall reduce the sale price of the Licensed Premises by the cost and expense of the Improvements, subject to a reduction in the value of the Improvement per the depreciation schedule set forth in Section 3.2 above.

3.4 Default. In the event that a Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the Party serving the notice may then declare this Agreement terminated. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the Village, the Village shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

SECTION 4: NOTICES

4.1 Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the Village:

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

With an additional
copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Gregory T. Smith

(B) If to the Foundation:

Dundee Township Foundation, Inc.

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 Indemnification and Insurance. The Foundation covenants and agrees to indemnify, defend and hold harmless the Village and its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Foundation or the Foundation's officers, agents, contractors, employees, volunteers, invitees, guests or permittees relating in any way to the use, maintenance or repair of the Licensed Premises or the Subject Property. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village and the Association, as the case may be, shall have the right to counsel of its choice and the right to direct its own defense. The Foundation shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination. The Village shall have the right to approve the coverage, coverage limits and carrier of the liability insurance, which approval shall not be unreasonably withheld, which coverage limits shall be no less than the follows:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$3,000,000
- C. Property Damage – \$1,000,000 per occurrence
- D. Workers' Compensation – Statutory

The Foundation shall provide the Village with a certificate of insurance describing such insurance coverage before the Effective Date, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, as additional insureds, and shall provide that the insurance coverage provided by the Foundation shall be primary and non-contributory to any insurance coverage of the Village and the Association, as the case may be. Failure of the Foundation to provide such insurance

certificate after notice from the Village of the Foundation's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

5.2 Severability of Agreement. The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

5.3 No Waiver. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the Village may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

5.4 Choice of Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Kane County, Illinois.

5.5 Force Majeure. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

5.6 No Third Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

5.7 Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

5.8 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

5.9 Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Village, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the Foundation, pursuant to property authority, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF EAST DUNDEE

**DUNDEE TOWNSHIP FOUNDATION,
INC.**

By: _____
Jeffrey Lynam, President

By: _____
_____, President

ATTEST:

ATTEST:

Katherine Diehl, Clerk

_____, Secretary

Dated: _____

Dated: _____

EXHIBIT A

Legal Description and Depiction of the Subject Property

P.I.N.: 03-26-226-000

Common Address: 611 East Main Street, East Dundee, Illinois 60118

[See Attachment Plat of Subject Property]

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
PLAT OF SURVEY

2013K069969
 SANDY WEGMAN
 RECORDER - KANE COUNTY, IL
 RECORDED 8/20/13 11:58 AM
 REC FEE: \$77.00 BHP/FEE: \$10

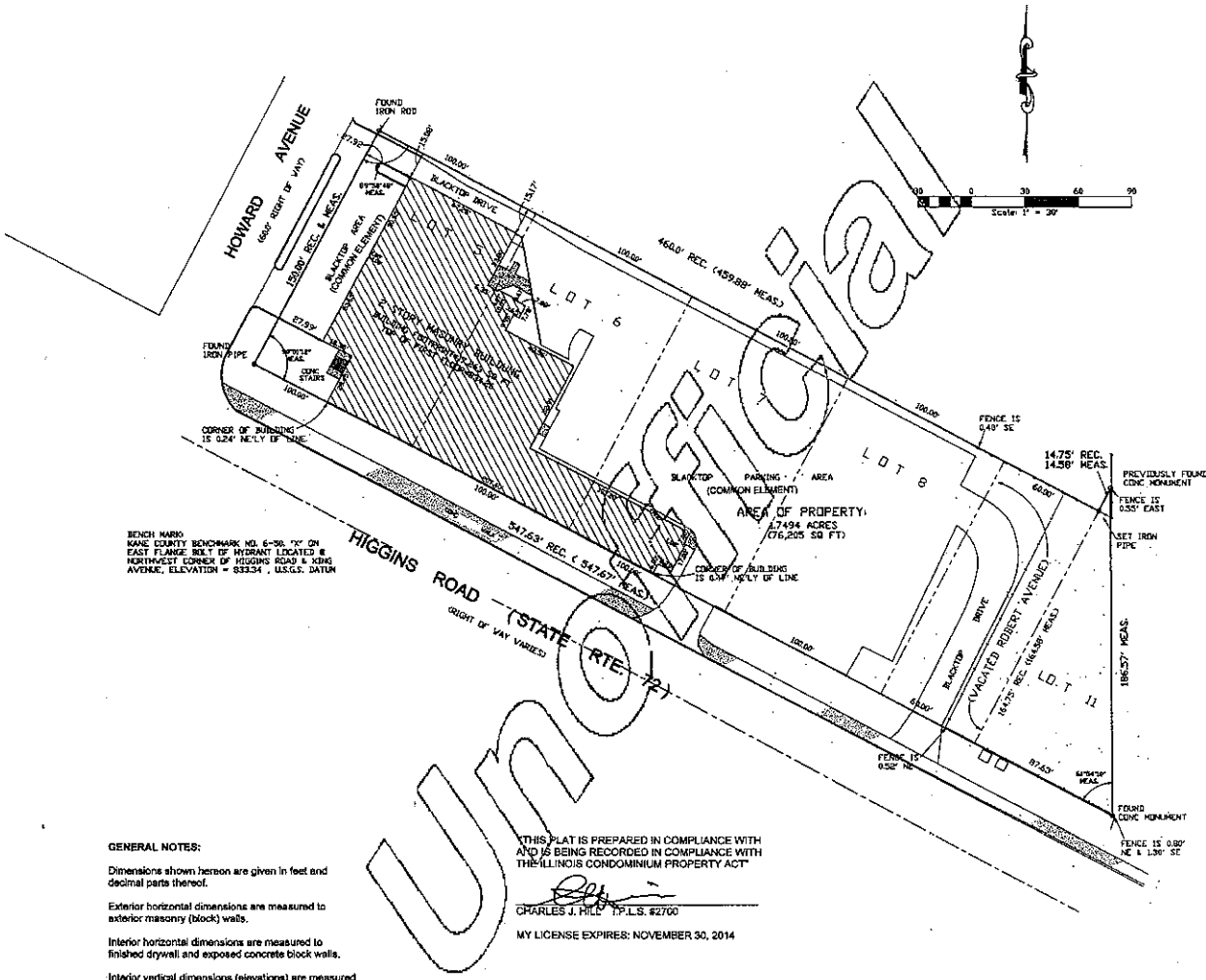
PAGES 21

OF PROPERTY DESCRIBED AS FOLLOWS:

Lots 5, 6, 7, 8, and 11, and all 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 of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian, in the Village of East Dundee, Kane County, Illinois.

SUMMIT SQUARE CONDOMINIUM

SHEET 1 OF 2



BENCH MARK
 KANE COUNTY BENCHMARK NO. 6-50, 7' ON
 EAST FLANGE BELT OF HYDRANT LOCATED @
 NORTHWEST CORNER OF HIGGINS ROAD & KING
 AVENUE, ELEVATION = 833.34, U.S.G.S. DATUM

GENERAL NOTES:

Dimensions shown hereon are given in feet and decimal parts thereof.

Exterior horizontal dimensions are measured to exterior masonry (block) walls.

Interior horizontal dimensions are measured to finished drywall and exposed concrete block walls.

Interior vertical dimensions (elevations) are measured from concrete floors to bottom, (unless otherwise noted), the metal grid for the acoustical tile ceiling.

Benchmark: Kane County Benchmark No. 6-50. A chiseled "X" on the East flange bolt of a hydrant located @ Northwest corner of Higgins Road & King Avenue, Elevation = 833.34, U.S.G.S. datum.

Area of property: 1.7494 acres. (78,205 sq ft)

THIS PLAT IS PREPARED IN COMPLIANCE WITH AND IS BEING RECORDED IN COMPLIANCE WITH THE ILLINOIS CONDOMINIUM PROPERTY ACT

CHARLES J. HILL, P.L.S. #2700

MY LICENSE EXPIRES: NOVEMBER 30, 2014

THIS PLAT IS BEING RECORDED BY:

FIDELITY NATIONAL TITLE
 333 COMMERCE DRIVE, SUITE 100
 CRYSTAL LAKE, ILLINOIS 60014

Scale: 1" = 30'
 Date: 08-26-13
 Sheet: 1 of 2
 Drawn: CSJ
 Job: 949
 City: EAST DUNDEE

STATE OF ILLINOIS)
 COUNTY OF KANE)
 I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.
 CHARLES J. HILL, Professional Land Surveyor No. 96-2700
 My License expires 11/30/14
 Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.
 WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

FIELD WORK COMPLETED: April 5, 2013

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL.

This professional seal/fee endorses to the current Illinois minimum standards for a boundary survey.

Professional Design Firm Land Surveying Corporation, License No. 184-002853

Alan J. Coulson, P.C.
 PROFESSIONAL LAND SURVEYORS
 645 S. 8th St., (Rte. 31) West Dundee, IL 60118
 Phone: (847)-428-2911 Fax: (847)-428-8074
 E-Mail: SIRVAYR@AOL.COM

Compare the description on this plat with deed. Refer to deed for easements and building lines.

EXHIBIT B

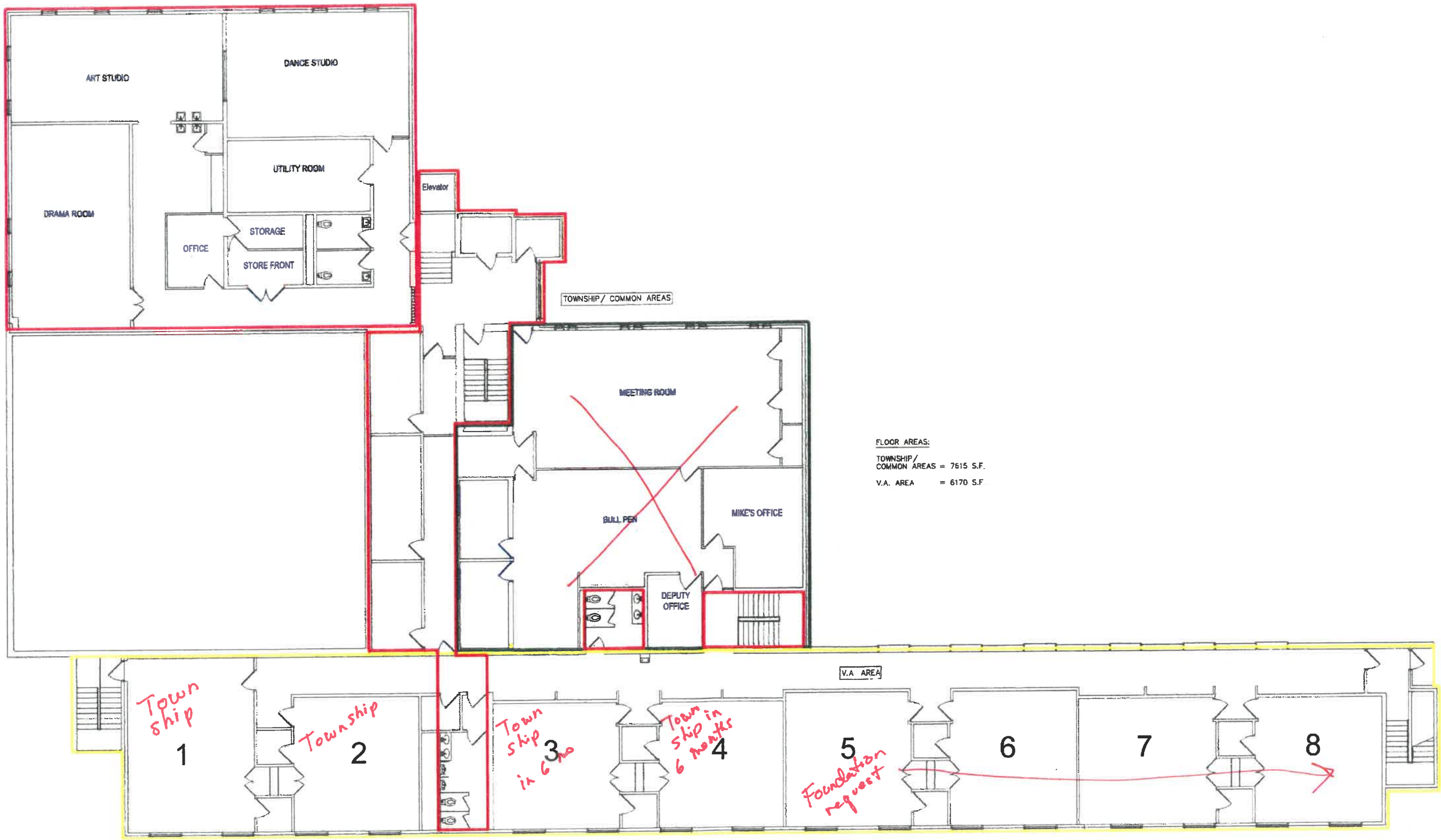
Depiction and Description of the Licensed Premises

[INSERT DESCRIPTION OF THE SPACES ALLOWED AS PART OF THE LICENSED PREMISES AND THE USES TO OCCUR WITHIN EACH SPACE]

(Depiction Attached)



Foundation Request



FLOOR AREAS:
 TOWNSHIP/
 COMMON AREAS = 7615 S.F.
 V.A. AREA = 6170 S.F.



PROCLAMATION

**Constitution Week
September 17-23**

WHEREAS: September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and property to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Jeffrey Lynam, by virtue of the authority vested in me as President of the Village of East Dundee, Illinois, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of East Dundee, Illinois to be affixed this 20th day of September of the year of our Lord two thousand twenty one.

Signed _____

A handwritten signature in black ink, appearing to read "Jeffrey Lynam", is written over a horizontal line.



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
083121	VH LIGHT BULBS	08/31/2021	89.98		01-12-5110
083121	JOINT CONCRETE EXPANDER	08/31/2021	35.94		01-31-5630
083121	GUTTER WAND - BASKET WAT	08/31/2021	19.99		01-31-5630
083121	CLARIFIER SPRAY NOZZELS	08/31/2021	28.89		60-33-5131
Total ACE HARDWARE:			174.80		
ADAM MICHAELS					
031221	COWBOY JUKEBOX	03/12/2021	2,250.00		01-37-5290
Total ADAM MICHAELS:			2,250.00		
AD-LINE					
49832	RUBBER HEROIC POL DUCK	09/07/2021	816.00		01-21-5580
Total AD-LINE:			816.00		
ALARM DETECTION SYSTEMS					
229066-1002	QUARTERLY SERVICE - WTP	09/05/2021	236.43		60-33-5290
Total ALARM DETECTION SYSTEMS:			236.43		
ALLEGRA PRINT & IMAGING					
64283	BUSINESS CARDS KD	06/17/2021	49.00		01-12-5610
64283	BUSINESS CARDS TRUSTEES	06/17/2021	196.00		01-12-5610
64283	BUSINESS CARD TJ	06/17/2021	49.00		01-14-5610
64283	BUSINESS CARDS CR	06/17/2021	49.00		01-25-5610
64283	BUSINESS CARDS GG	06/17/2021	49.00		60-33-5610
Total ALLEGRA PRINT & IMAGING:			392.00		
AMERICAN LEGAL PUBLISHING CORPORATION					
10353	CODES & ORDINANCE UPDATE	08/31/2021	40.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			40.00		
ASSURANT FIRE PROTECTION, LLC					
9932	EDPD SPRINKLER SYS INSP	09/03/2021	170.00		01-21-5121
9933	PW SPRINKLER INSP	09/03/2021	170.00		01-31-5130
Total ASSURANT FIRE PROTECTION, LLC:			340.00		
AT&T					
847289065609	ATT W/S	09/04/2021	202.32		60-33-5320
Total AT&T:			202.32		
B&F CONSTRUCTION CODE SERVICES INC					
57230	PLUMB REV 543 MADISON	09/08/2021	200.00		01-25-5290
57249	145 PRAIRIE LAKE RD #C PLAN	09/08/2021	2,472.04		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			2,672.04		
BEVERLY MATERIALS INC.					
269492	STONE - MISC REPAIRS	09/11/2021	81.60		60-33-5140
269493	SPRINGCREST WATER MAIN R	09/11/2021	130.30		60-33-5140

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total BEVERLY MATERIALS INC.:			211.90		
BRANIFF COMMUNICATIONS, INC.					
33603	WARNING SIRENS	09/01/2021	1,250.00		01-21-5131
Total BRANIFF COMMUNICATIONS, INC.:			1,250.00		
CENTURY SPRINGS					
2740613	WATER VH	08/20/2021	21.00		01-12-5630
2747180	WATER VH	08/31/2021	28.50		01-12-5630
2732729	WATER - PD	08/06/2021	37.76		01-21-5630
2740614	WATER - PD	08/20/2021	37.76		01-21-5630
2732736	WWTP WATER	08/06/2021	20.00		60-33-5630
Total CENTURY SPRINGS:			145.02		
CLOWNING AROUND					
38971	OKT FEST 2021 INFLATABLES	09/14/2021	5,394.00		01-37-5330
Total CLOWNING AROUND:			5,394.00		
COM ED					
091021	COM ED VH	09/10/2021	48.66		01-31-5510
082421	GENERAL ELECTRIC	08/24/2021	1,874.11		28-01-5510
091021	COM ED	09/10/2021	147.51		28-01-5510
Total COM ED:			2,070.28		
COMCAST BUSINESS					
082821	COMCAST S SQ	08/28/2021	76.60		01-31-5197
Total COMCAST BUSINESS:			76.60		
CONSTELLATION NEW ENERGY					
20240223201	CONSTELLATION W/S	05/30/2021	699.95		01-31-5510
60383812301	CONSTELLATION W/S	08/31/2021	765.14		01-31-5510
20240223201	CONSTELLATION PW	05/30/2021	13,441.09		60-33-5510
60383812301	CONSTELLATION PW	08/31/2021	13,244.14		60-33-5510
Total CONSTELLATION NEW ENERGY:			28,150.32		
COVERALL NORTH AMERICA DBA					
1010684144	CLEANING VH	09/01/2021	299.00		01-12-5110
1010684144	CLEANING POLICE	09/01/2021	595.00		01-21-5121
1010684144	CLEANING DEPOT	09/01/2021	95.00		01-31-5110
1010684144	CLEANING PW PRAIRIIE LAKE	09/01/2021	236.00		01-31-5110
1010684144	CLEANING PW 401 ELGIN AVE	09/01/2021	236.00		60-33-5111
1010684144	CLEANING PW 446 ELGIN AVE	09/01/2021	95.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,556.00		
DOEDERLEIN, DELORIS					
090921	LEASE AGREEMENT	09/09/2021	10,250.12		01-25-5530
090921	RENT	09/09/2021	1,500.00		01-25-5530

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DOEDERLEIN, DELORIS:			11,750.12		
DON HEDEKER					
031221	POLKAHOLICS	03/12/2021	1,200.00		01-37-5290
Total DON HEDEKER:			1,200.00		
DOWN TO EARTH LANDSCAPING					
66625	SOIL AND SEED	09/01/2021	238.00		15-01-5950
Total DOWN TO EARTH LANDSCAPING:			238.00		
DUNDEE FORD					
840547	SQUAD 36	08/02/2021	78.82		01-21-5120
840556	SQUAD 35	08/02/2021	58.08		01-21-5120
840906	MP19904 NAIL IN TIRE	08/14/2021	22.50		01-21-5120
Total DUNDEE FORD:			159.40		
DUNDEE MARATHON					
5699553	WDW ICE	09/01/2021	7.13		01-37-5631
Total DUNDEE MARATHON:			7.13		
DUNDEE NAPA AUTO PARTS					
384874	SMALL TOOLS	09/10/2021	16.49		01-31-5640
388599	WWTP GENERATOR BATTERY	08/30/2021	460.84		60-33-5111
389494	ANTIFREEZE FOR TRUCKS	09/09/2021	13.98		60-33-5120
Total DUNDEE NAPA AUTO PARTS:			491.31		
EDER CASELLA & CO					
42337	AUDIT PREP	08/31/2021	4,160.00		01-14-5290
Total EDER CASELLA & CO:			4,160.00		
ENCAP, INC					
7443	590 HEALY ROAD PROJECT	08/31/2021	514.25		85-01-2395
Total ENCAP, INC:			514.25		
EVERYTHING FLORAL					
5503	FLOWERS	08/26/2021	117.90		01-21-5630
5506	FLOWERS	09/01/2021	118.90		01-21-5630
5508	FLOWERS PD	09/09/2021	119.90		01-21-5630
Total EVERYTHING FLORAL:			356.70		
FEHR GRAHAM					
102372	ENGINEERING FEE CHRISTIN& H	09/10/2021	8,139.25		85-01-2381
Total FEHR GRAHAM:			8,139.25		
FIRST COMMUNICATIONS					
122272553	FAX HR	09/06/2021	9.70		01-12-5320
122272553	FAX PD	09/06/2021	9.70		01-21-5320

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total FIRST COMMUNICATIONS:			19.40		
FLOOD BROTHERS					
090921	RUFUSE COLLECTION	09/09/2021	21,219.49		01-33-5180
Total FLOOD BROTHERS:			21,219.49		
FUN FUNKY FAB					
090321	OKT FEST FACE PAINTING	09/03/2021	375.00		01-37-5630
Total FUN FUNKY FAB:			375.00		
GALLS AN ARAMARK COMPANY					
19079935	SUPPLIES	08/17/2021	189.35		01-21-5630
Total GALLS AN ARAMARK COMPANY:			189.35		
GRAINGER, INC.					
9040687924	POLICE - TOILETS	09/01/2021	317.96		01-21-5121
9045588713	DEPOT MENS FAUCET	09/07/2021	250.36		01-31-5196
9043089755	STREET LIGHTING MAINT	09/02/2021	255.82		15-01-5950
9035715789	AIR FILTERS - WTP	08/26/2021	52.68		60-33-5110
9042439100	WELL 3 CHEM REPAIRS	09/02/2021	87.92		60-33-5130
9029761872	UTILITY LOCATE PAINT	08/26/2021	12.39		60-33-5630
Total GRAINGER, INC.:			977.13		
HAWKINS, INC.					
6013342	TUBE ASSEMBLY	08/31/2021	175.92		60-33-5130
6016390	WW CHEMICALS	09/01/2021	3,351.48		60-33-5651
Total HAWKINS, INC.:			3,527.40		
HELPING HAND IT					
21-38285	IT SERVICES	08/31/2021	125.00		01-12-5286
21-38363	IT SERVICES LICENSING	09/01/2021	2,503.65		01-12-5286
Total HELPING HAND IT:			2,628.65		
HI FI EVENTS INC					
012021	HI FI EVENTS SOUND AND LIG	01/20/2021	2,000.00		01-37-5290
Total HI FI EVENTS INC:			2,000.00		
HUGHES ENVIRONMENTAL CONSULTING					
1033	HUGHES ENVIR	08/31/2021	10,125.00		60-33-5290
Total HUGHES ENVIRONMENTAL CONSULTING:			10,125.00		
IMPACT NETWORKING					
2254180	C454E 2021 OVERAGES	09/03/2021	43.53		01-14-5340
2254180	C454E 2021 OVERAGES	09/03/2021	43.53		01-25-5340
2254180	C454E 2021 OVERAGES	09/03/2021	43.53		01-37-5340
Total IMPACT NETWORKING:			130.59		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
J.G. UNIFORMS, INC					
88321	NEW UNIFORM BM	08/24/2021	459.45		01-21-5080
88627	UNIFORM BM	09/01/2021	855.00		01-21-5080
Total J.G. UNIFORMS, INC:			1,314.45		
KATHY NOLTE					
642003	UB OVER PAY	09/08/2021	86.32		99-00-1005
Total KATHY NOLTE:			86.32		
KLEIN, THORPE AND JENKINS, LTD					
219963-21996	PROF SERV GEN	08/27/2021	8,372.29		01-12-5230
219963-21996	POLICE LEGAL SERV	08/27/2021	1,958.00		01-21-5230
219963-21996	TIF #2 DUNDEE CROSSING	08/27/2021	46.50		36-01-5230
219963-21996	HIGHSTREET DEV	08/27/2021	968.00		85-01-2401
Total KLEIN, THORPE AND JENKINS, LTD:			11,344.79		
LFC ENTERTAINMENT INC					
020521	LIBIDO FUNK CIRCUS	02/05/2021	3,000.00		01-37-5290
Total LFC ENTERTAINMENT INC:			3,000.00		
METROPOLITAN MAYORS CAUCUS					
2021-100	CAUCUS DUES	08/27/2021	130.00		01-12-5410
Total METROPOLITAN MAYORS CAUCUS:			130.00		
MIDWEST MATERIAL MANAGEMENT					
MM-83041	MIXED CONCRETE & REBAR	08/31/2021	114.40		01-31-5570
Total MIDWEST MATERIAL MANAGEMENT:			114.40		
NIR ROOF CARE					
151682	PD ROOF REPAIR	08/24/2021	955.00		01-21-5121
Total NIR ROOF CARE:			955.00		
ORANGE CRUSH					
90965	ASPHALT	08/31/2021	17.49		15-01-5950
Total ORANGE CRUSH:			17.49		
P.F. PETTIBONE					
181001	POLICE BADGES	08/01/2021	936.00		01-21-5630
Total P.F. PETTIBONE:			936.00		
PAMPERED PETS SERVICES RESORT & SPA					
090221	PAMPERED PETS TIF	09/02/2021	11,447.08		46-01-5876
Total PAMPERED PETS SERVICES RESORT & SPA:			11,447.08		
PDC LABORATORIES, INC					
19479136	ANNUAL LAB FEE	08/31/2021	290.00		60-33-5290
19479279	WATER TESTING	08/31/2021	544.00		60-33-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
19479280	WW TESTING	08/31/2021	3,743.50		60-33-5291
Total PDC LABORATORIES, INC:			4,577.50		
QUAD COM 9-1-1					
21-EDPD-9	RADIO DISPATCH	09/01/2021	13,454.39		01-21-5360
Total QUAD COM 9-1-1:			13,454.39		
STAN'S LPS MIDWEST					
362287	C2051 BLK - DEPOT COPIER	09/02/2021	1.20		01-37-5340
362287	C2051 CLR - DEPOT COPIER	09/02/2021	40.68		01-37-5340
Total STAN'S LPS MIDWEST:			41.88		
STEPHEN D. TOUSEY LAW OFFICES					
080121	PROSECUTION SERVICES	08/01/2021	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
SUBURBAN ELEVATOR					
7100465188	PD ELEVATOR INSPE	08/12/2021	308.00		01-21-5121
Total SUBURBAN ELEVATOR:			308.00		
SYNAGRO TECHNOLOGIES					
24204	DISPOSAL BIOSOLIDS	09/01/2021	3,007.00		60-33-5287
Total SYNAGRO TECHNOLOGIES:			3,007.00		
THE MILLENNIALS ENTERTAINMENT, LLC					
011921	THE MILLENNIALS	01/19/2021	960.00		01-37-5290
Total THE MILLENNIALS ENTERTAINMENT, LLC:			960.00		
THE RIGHT STUFF ENTERTAINMENT, INC					
012021	THE BOY BAND	01/20/2021	3,000.00		01-37-5290
Total THE RIGHT STUFF ENTERTAINMENT, INC:			3,000.00		
TLO LLC					
259283-20210	TLO DUES	09/01/2021	75.00		01-21-5410
Total TLO LLC:			75.00		
UAP ENTERPRISES					
022621 1	BRATWURST BROTHERS	02/26/2021	1,250.00		01-37-5290
Total UAP ENTERPRISES:			1,250.00		
USA BLUEBOOK					
564642	WW SUPPLIES	04/03/2021	134.05		60-33-5630
Total USA BLUEBOOK:			134.05		
WAL-MART COMMUNITY					
1637726892	COFFEE	09/07/2021	30.26		01-12-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
1637726892	VH SUPPLIES	09/07/2021	13.80		01-12-5630
1637726892	FINANCE CHARGE	09/07/2021	2.14		01-12-5630
1637726892	OKT FEST 20210	09/07/2021	45.42		01-37-5630
1637726892	MOTOR MONDAY SUPPLIES	09/07/2021	7.98		01-37-5630
Total WAL-MART COMMUNITY:			99.60		
XYLEM WATER SOLUTIONS USA					
B88224	RICHARDSON LS PUMP	09/01/2021	3,726.00		60-33-5141
B88225	RICHARDSON LS PUMP	09/01/2021	1,092.00		60-33-5141
Total XYLEM WATER SOLUTIONS USA:			4,818.00		
Grand Totals:			176,006.83		

Report Criteria:

- Detail report.
 - Invoices with totals above \$0.00 included.
 - Paid and unpaid invoices included.
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