



PRESIDENT AND BOARD OF TRUSTEES
Special Meeting

Monday, September 13, 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. [Discussion and a Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District](#)
 - b. [Discussion and a Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a game room \(for an axe throwing lounge\) located at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District](#)
 - c. [Discussion and a Motion to Approve an Ordinance Authorizing a Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC \(High Street Logistics Development\)](#)
 - d. [Discussion and Approval of a Motion Terminating the Lease Agreement with Save-A-Vet for the Property at 408 Barrington Avenue](#)
7. Financial Reports
 - a. [Warrants List FY21 \\$293,664.09](#)

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.

12. Adjournment



Village Board Meeting Memorandum

To: Village President and Board of Trustees
CC: Jennifer Ramsay, Village Administrator
From: Brad Mitchell, Assistant Village Administrator
Chris Ranieri, Building Inspector
Joseph D. Heinz, P.E.
Subject: 485 Dundee Avenue Special Use Request – Banquet Hall
Date: September 13, 2021

BACKGROUND

The Village received an application for a special use permit from Infinity Banquet Hall and Event Planners to operate a banquet hall at 485 Dundee Avenue, East Dundee, IL 60118. This property is located within the B-3 Service Business District. Attached please find their Business Plan which outlines their targeted customers, type of events they host, marketing, liquor plan, and rental guidelines.

To consider a special use permit, the Planning and Zoning Commission considered the following standards. For each of these standards, the Applicant's responses are provided in italics below.

1. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant Response: *The special use will not be injurious to the enjoyment of other properties in the immediate vicinity. The special use will not substantially diminish and impair property values of the neighborhood. My banquet hall will be a respectable business model for the community. We will operate with dignity, respect, integrity, and safety, while providing a place of enjoyment.*

2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Applicant Response: *The establishment of the Special Use property will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.

Applicant Response: Yes.

4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Applicant Response: Yes.

Due to the usual nature of the operation of special uses that may give rise to unique problems with respect to their impact upon neighboring property or public facilities, the Village may stipulate conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the use as deemed necessary for the protection of the public interest. The Planning and Zoning Commission agreed to recommend the following minimum conditions that were provided by staff:

1. The Special Use Permit cannot be transferred and shall expire at such time the Infinity Banquet Hall and Event Planners at 485 Dundee Avenue, Dundee, IL 60118 ceases operations at this location.
2. Banquet activities shall not occur between the hours of 12:00 a.m. to 9:00 a.m.
3. All entertainment must be confined to inside the building.
4. Size of the events cannot exceed the maximum occupancy of the space dedicated to the banquet venue as determined by the Building Code.
5. Does not provide carry-out service to individuals.
6. The venue shall comply with all Village noise regulations and requirements.
7. Repairs to the parking lot are adequately addressed.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At the September 2, 2021 Planning and Zoning Commission, the Commission voted to approve the special use request with a vote of 6-0 (2 members absent, 1 vacancy).

STAFF RECOMMENDATION

If the Village Board decides to approve the special use permit, then the approval shall include the conditions noted above as recommended by the Planning and Zoning Commission.

ACTION REQUESTED

1. Discussion and motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District with the recommended conditions.

ATTACHMENTS

1. Ordinance
2. Special Use Application
3. Business Plan
4. Public Notice
5. Findings of Fact

ORDINANCE NUMBER 21-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, APPROVING A SPECIAL USE PERMIT FOR A BANQUET
HALL IN THE B-3 GENERAL SERVICE BUSINESS DISTRICT FOR THE PROPERTY
LOCATED AT 485 DUNDEE AVENUE, 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, pursuant to Section 157.224 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning ordinances; and

WHEREAS, under the authority of the Zoning Ordinance, the property at 485 Dundee Avenue, East Dundee, Illinois ("Property"), as legally described in Section 2 below, is located in the B-3 General Service Business Zoning District, in which a banquet hall is allowed if the Corporate Authorities first grant a special use permit, per to Section 157.050(F)(1)(g)(4) of the Zoning Ordinance; and

WHEREAS, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, the Corporate Authorities have received a request for a special use permit for a banquet hall to be operated at the Property ("Application") from the contract purchaser of the Property, Infinity Banquet Hall and Event Planners ("Applicant"); and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on September 2, 2021; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, subject to the conditions in Section 3 below, which recommendation and related findings of fact are incorporated herein; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and hereby approve the proposed special use of a banquet hall on the Property, subject to the conditions in Section 3 below;

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

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval of Special Use Permit. The Corporate Authorities hereby approve the Application and grant a special use permit for the Property legally described as:

LOT 2 OF LPC SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRICIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

commonly known as 485 Dundee Avenue, East Dundee, Illinois (P.I.N. 03-23-479-006), for a banquet hall, subject to the conditions in Section 3 below.

SECTION 3: Conditions of Approval. That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. The Special Use Permit cannot be transferred and shall expire at such time the Infinity Banquet Hall and Event Planners at 485 Dundee Avenue, Dundee, IL 60118 ceases operations at this location.
2. Banquet activities shall not occur between the hours of 12:00 a.m. to 9:00 a.m.
3. All entertainment must be confined to inside the building.
4. Size of the events cannot exceed the maximum occupancy of the space dedicated to the banquet venue as determined by the Building Code.
5. Does not provide carry-out service to individuals.
6. The venue shall comply with all Village noise regulations and requirements.
7. Repairs to the parking lot are adequately addressed.

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.

PASSED this 13th day of September 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 13th day of September 2021.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

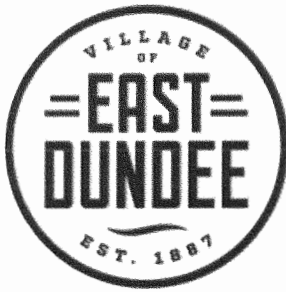
Published in pamphlet form this 13th day of September 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September ___, 2021.

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: September ___, 2021



**APPLICATION FOR DEVELOPMENT APPROVAL:
SPECIAL USE, REZONING AND VARIANCE REVIEW AND APPROVAL**

This form is to be used for all special use applications (except Planned Developments) to be heard by the Village of East Dundee. To complete the form properly, please review the accompanying *Village of East Dundee Instruction Manual for Application for Development Review*. **Failure to complete this form properly will delay its consideration.**

PART I. GENERAL INFORMATION

A. Project Information

1. Project/Owner Name: Infinity Banquet Hall and Event Planners
2. Project Location: 485 Dundee Ave. East Dundee, IL 60118
3. Brief Project Description:
The unit will serve as a Banquet Hall. We will provide a service of planning and hosting different types of events.
Weddings, Anniversaries, Baby Showers, Bridal Showers, Corporate Meeting, Trainings, Seminars, Conferences, Church Functions, and Repasses for families.
4. Project Property Legal Description:
Lot of LPC Subdivision in the Village of East Dundee, Kane Co. IL

5. Project Property Size in Acres and Square Feet: _____
6. Current Zoning Status: B-3
7. Current Use Status: Occupied
8. Surrounding Land Use Zoning: Commerical and Residential

9. Zoning District Being Requested (if applicable): _____
10. Parcel Index Numbers of Property: 03-23-479-006

B. Owner Information

1. Signature: _____
2. Name: 450 Dundee, LLC
3. Address: 977 N Oaklawn Ave. Suite 109 Elmhurst, IL 60126
4. Phone Number: 773-983-8552 Fax: _____ Email: etuluce@sevenhillgroup.com

C. Billing Information (Name and address all bills should be sent to)

1. Name/Company: Shirley Singleton-Infinity Banquet Hall and Event Planners Inc.
2. Address: 7914 Craig Dr. Wonder Lake, IL 60097
3. Phone Number: 815-321-1839 Fax: _____ Email: infinitybanquet15@gmail.com

Fee \$150 Deposit \$250 CK#1001 \$400⁰⁰

PART III. JUSTIFICATION OF THE PROPOSED SPECIAL USE

Please answer all questions but be concise and brief in your answers. If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers. **Applicants are also encouraged to refer to Special Use Criteria Section 157.224(C)(2) or Variances, Section 157.207(C) or Rezoning.**

IF YOU ARE APPLYING FOR A REZONING PLEASE WRITE A PARAGRAPH ON WHAT THE CURRENT ZONING IS AND WHY YOU ARE REQUESTING A REZONING

FOR A SPECIAL USE COMPLETE THE FOLLOWING, FOR VARIANCES ONLY SKIP TO PAGE #4:

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

The special use will not be injurious to the enjoyment of other properties in the immediate vicinity.

The special use will not substantially diminish and impair property values of the neighborhood.

My banquet hall will be a respectable business model for the community.

We will operate with dignity, respect, interity and safety, while providing a place of enjoyment.

2. Will the establishment of the Special Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

The establishment of the Special Use Property will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

3. Have or will adequate utilities, access roads, drainage or necessary facilities be provided for?

Yes.

4. Have or will adequate measures be taken to provide ingress and egress to minimize traffic congestion in the public streets?

Yes.

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?

The Proposed special use request, if granted will help the Village of East Dundee build equity and help to improve the community. We are dedicated to making sure that we provide a safe business for all the East Dundee residents and business.

Will honor all East Dunde's policies and uphold the standards to the highest degree.

With respect to the zoning ordinance, program and ordinance adoption we will always follow the Village's guidelines.

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

1.

From which specific standard of the Village Code is a Variance requested (include Code section number)?

Special Use Code
2.

For this site, what does the Code require?

The Code requires a Rezoning of the Unity @ 485 Dundee Ave. East Dundee for banquet hall use. Must be a Special Use zoning
3.

What is proposed?

Banquet Hall Business
4.

What unique circumstances have caused the need for a variance?

B-3 zoning is what the unit is coded as of now. The zoning requires that the unit be coded as Special Use.
5.

What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

The measure of following all Village of Dundee guidelines and consulting with the village to ensure that all regulations are followed in order to not alter the character of the area.

6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

Need to be Zoned as a Special Use property in order to possibly open a banquet hall.

7. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

Property needs to be rezoned to a Special Use Property other properties are zone as service.

8. Other than financial return, what other purposes is the variance request based on?

The ability to open a banquet hall is the reason for the request.

9. Has the alleged difficulty been created by any person presently having an interest in the property?

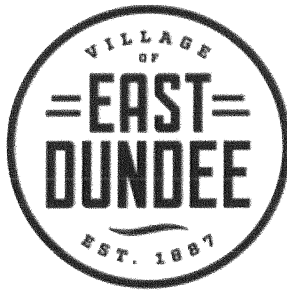
N/A

10. Please give an explanation for any questions answered YES .

- a. Will the granting of the variation be detrimental to the public welfare? (Circle)
- b. Injurious to surround properties? (Circle)
- c. Impair an adequate supply of light and air to adjacent property? (Circle)
- d. Endanger public health and safety? (Circle)
- e. Substantially diminish property values within the neighborhood? (Circle)
- f. Conformance to the Land Use Plan? (Circle)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

Following the Village zoning guidelines.



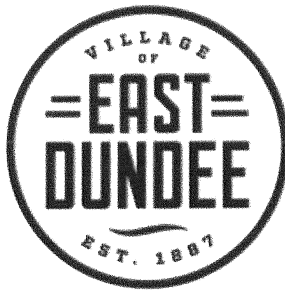
PLANNING AND ZONING & HISTORIC COMMISSION MEETING SCHEDULE
MEETING TIME 7:00PM
***THURSDAY EVENING UNLESS DENOTED**

Planning & Zoning petitions must be received 35 days prior to meeting date for petitions requiring Public hearings. 15 days prior when no Public hearing is required.

Historic Commission Meetings (as needed)

Applications submittals must be received & approved by the Building official for presentation to the Commission minimum of 15 days prior to meeting date.

Per ordinance, the Historic Commission must meet within 15 days of application submittal acceptance date and be dully considered by the Commission or a Certificate of Appropriateness would be deemed issued for failure to meet in the designated time.



**APPLICATION AGREEMENT
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS**

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

Shirley Smith
Individually and for the Applicant

6/7/21
Date

7914 Craig Dr. Wonder Lake, IL
Address

815-321-1839
Phone Number

Project Description:

Re-zoning For Banquet Hall



Affidavit of Ownership & Control

I (We), Y50 DUNDEE, LLC do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: _____

Owner: _____

Address: _____

977 N. OAKLAWN AVE. SUITE 109

ELMHURST, IL. 60126

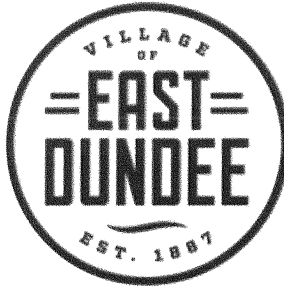
Phone: _____

773-983-8552

SUBSCRIBED AND SWORN TO before me this
_____ day of _____, _____.

(NOTARY SIGNATURE)

(NOTARY STAMP)



Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature: Shirley Singleton

Print Name: Shirley Singleton

Project Address: 495 Dundee Ave. East Dundee, IL



Affidavit of Ownership & Control

I (We), 450 DUNDEE, LLC do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: [Signature]

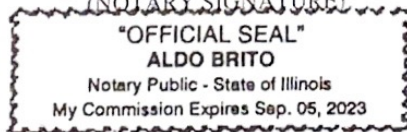
Owner: 450 DUNDEE, LLC

Address: 977 N. OAKLAWN AVE. SUITE 109
ELMHURST, IL. 60126

Phone: 773-983-8552

SUBSCRIBED AND SWORN TO before me this
13th day of July, 2021.

[Signature]
(NOTARY SIGNATURE)



(NOTARY STAMP)

Infinity Banquet Hall and Event Planners Inc.

Business Plan

Shirley Singleton, Owner

Business Established 2010 as Event Planners

6/14/2021

Executive Summary

Product

Our Company has provided service to our customers in the form of events. Such as, weddings, birthday parties, anniversaries, business meetings, kids' parties, conferences, workshops, trainings, Christmas parties, New Year Eve parties, graduation parties, baby showers, bridal showers, engagement parties, church meetings and dinners, etc.

Over the past 11 years, we have provided services for our customers. We provide the set-up for weddings, anniversaries, corporate events, church functions, holiday events, birthday parties, etc.

As a banquet hall and event planner, we also provide outside services in the form of event planning at other venues, if the event is outside of our limit of the number of guests within Infinity Banquet Hall. Providing the outside service will ensure that we reach as many families, friends, and businesses as possible to help them celebrate those special moments, and contribute to the overall revenue for the company.

Our company will follow all CDC, State and County Covid-19 guidelines to ensure the safety of all employees, guests, and the community.

Customers

The target audiences are business owners, churches, sport teams, townships, senior; services, teachers, families, local agencies, couples, local colleges for training events, and employers who want to host meetings, training, and workshops for their employees. Our goal is to provide a safe and comfortable environment for our customers to create everlasting memories for years to come.

Service Line

Product/Service

Services Include:

- Small Weddings

- Anniversary Celebrations
- Outside Catering (we will not provide the food to for the client)
- Birthday Parties
- Graduation Parties
- Business Meetings
- Corporate Events
- Church Functions
- Employer Workshops
- Kids Parties
- Bridal Showers
- Engagement Parties
- Baby Showers
- Repasts

Growth Strategy/Marketing

Our growth strategy includes the following:

- Networking with local business and local agencies in the area
- Develop Websites, Social Media sites such as Instagram, Facebook, You Tube, Twitter, LinkedIn, Face to Face visits with other business owners, and other social media sites
- The company's foresees promising growth within the next 5 years that will allow us to expand the company and open a second banquet hall.

SAFETY AND COMMUNITY DEVELOPMENT IS OUR MISSION AND GOAL

Shirley Singleton, Owner
815-329-1839

Infinity Banquet Hall and Event Planners Inc.

Liquor Service Business Plan

6/14/2021

The contract between the customer and Infinity will include rules and regulation regarding alcohol consumption and unacceptable behavior during each event. Infinity Banquet Hall is committed to ensuring the safety of all customers, employees, vendors, contractors, guests and surrounding businesses, and the community.

Rules and Regulation:

1. All consumption of Alcohol must be consumed within the confines of the banquet hall.
2. Not every event will require Alcohol on the premises.
3. No loitering will be permitted outside of the hall under any circumstances unless there is an emergency, and the authorities ask everyone to vacate the premises. (Guided by emergency personnel).
4. At no time will the customers/guests engage in unruly behavior with other guests, employees, vendors, other customers, neighboring or, businesses.
5. The employees of Infinity Banquet Hall will monitor the consumption of all Alcohol by the guests/customers.
6. There will be an Illinois State certified Alcohol server for each event to serve the Alcohol.
7. All employees 21 years and older will be Basset Trained and Certified to serve Alcohol.
8. The Alcohol Bar will only be opened for 2-3 hours total per event. There will be a closing of the bar during the dinner hour of the event. The Alcohol Bar will close 1 hour before the event ends depending on the scheduled hours of the event. The Alcohol Bar hours will be based on the number of hours each event is scheduled and will be adjusted accordingly. Example: If the event is only for 4hrs, the bar hours will be reduced. This will be communicated to the customers within the contract, as well.
9. No customers/guests will be allowed to walk around the premise with opened bottles of Alcohol. Alcohol will be served in the appropriate glassware or plastic ware provided by the Banquet Hall.
10. All guest I.D.s will be check before being served alcohol.
11. No alcohol will be served to anyone under 21 years of age.
12. No alcohol will be served to anyone who comes to the Banquet Hall intoxicated or appears to be under the influence of drugs.
13. The sane regulations and standards apply to any catering company that is contract/hires by Infinity Banquet or by the Client. Must be approved by the owner of Infinity Banquet Hall.

14. All consumption of Alcohol must be consumed within the confines of the banquet hall.
15. In the event the guest/customer does not comply with the safety guidelines as part of the contract, they will be asked to remove themselves and all guest from the premises immediately. If they fail to comply with evacuating the premises, the local authorities will be called to assist. We will utilize all options before engaging the local authorities.
16. There will be security during each event that will help to ensure the safety of everyone.
17. I will reach out to the local authorities to introduce the business and myself. I want to build a business rapport with the agency.

Measure put in place to help mitigate the need to loiter outside of the Banquet Hall.

1. As the business owner, I will build a transitioning/lobby area to ensure safety during covid-19 as a safety checkpoint for employees, customers, vendors, and guests.
2. The Lobby area will also serve as a short respite area for customers/guests to step away from the event for a moment, if needed. This area will help to avoid the need to go outside for a break.
3. The objective is to keep the guest inside the Banquet Hall and not loiter outside.
4. There will be no smoking inside the hall or outside the front of the building. This will also be included in the contract. If a customer/guest must smoke, they must go to their car and not drop cigarette ends on the ground.
5. There will be a seating area provided. There will also be an employee stationed at the front desk to always assist the customers/guests.
6. The lobby area will be inviting and comfortable for the customer and guest.

Alcohol Licensing and Distribution:

The Licensing process and distribution according to The Village of East Dundee, IL.

1. Option 1: I can apply for a liquor license that will allow me to serve the Alcohol as an entity. This will require me to apply for a license and go through the approval process with the village. If approved this will allow me to distribute Alcohol and monitor the consumption of the Alcohol and follow all regulations and safety guidelines.
2. Options 2: Caterer License will allow me to utilize a catering service to serve the food and Alcohol with the appropriate guidelines put in place to keep everyone safe. This will also help to minimize the liability for the business.

Insurance

1. We will obtain liability insurance to cover any accident/incident within the property as renter. This will include coverage for all customers/guests, vendors, and contractors.
2. We will obtain Dram Shop insurance to cover the liability of customers/guests leaving the premises. This will laminate the possibility of the customers/guests holding the property owners or the tenant liable for any injury that may occur after leaving the Banquet Hall.

Conclusion

We are committed to providing service to our customers and the East Dundee community with integrity, dignity, and safety. We will work hard to ensure that Infinity Banquet Hall becomes the entity that East Dundee would be proud to have as a part of the business community.

I hope this Alcohol Service Business Plan gives you the understanding of how dedicated we are to our customers, neighboring businesses, vendors, and the community.

Please do not hesitate to call if you have any additional questions.

Respectfully,

Shirley Singleton
224-633-8867

Infinity Banquet Hall and Event Planners Inc.

Rental Guidelines Agreement

Infinity Banquet Hall's Covid-19 Mitigation is based on State, County and Local Guidelines and is Subject to Change.

Infinity Banquet Hall requires a reservation deposit (as detailed in your contract) at time of signing the contract in order to hold your reservation.

Infinity Banquet Hall's rental fees and full damage deposit (minus booking fee already paid) are due 30 days prior to the event. All payments are to be made by check, debit, credit card, and cash.

Checks returned for NSF will be charge an additional \$35.00 fee. Additionally, the rental coast must be paid by credit card, debit, or cash for all expenses of the event.

Client who wishes to schedule multiple reservations is required to pay fees and full damage deposit at the beginning of each month, 30days in advance.

Infinity Banquet Hall rental fees, or portion thereof, shall be nonrefundable as follows:

- A full refund will be given less \$50.00 administration fee if notice cancellation is received 6 weeks prior to event date.
- If cancellation notice is received **less** than 6 weeks prior to the event, a refund will only be given if that date is taken by another renter.
- The deposit refund is refundable by mail after **Hall Inspection** post the event.
- Cost of clean-up or repairs, if required, will be deducted.

All set-up and décor will be provided by the banquet hall for each event that we plan and execute for the client. The needs, preferences, and cost of the set-up will be discussed at the time of consultation.

We will provide a basic set-up that includes tables, chairs, white table clothes, warmers, and food storage, rectangle tables, for the food head table, sweetheart table, and cake or sweets table for the clients who chooses to bring their own decorations to the banquet hall and complete the set-up themselves. They will be allowed 1hour before the event to set-up and 1hour after the event for clean-up. Set-up is included in the rental time. The client is responsible for removing any notice/decorations that was provided by the client. The client must complete all cleaning of the hall within the rental time.

Items used for the client choice of set-up must be safe. The client is allowed to use their own table covers, chair covers, and center pieces. Live candles can be used as décor. However, the liability will be on the client if the candles cause a fire or any damage to the equipment or the banquet hall due to the use of candles.

For social events, a signature on behalf of the client is required on this contract. Noise Control and Alcohol By-Law from the village of East Dundee.

- Music must be kept at a reasonable level in consideration of neighbors and business.
- No event shall continue beyond the time of set by the Village of East Dundee ordinance.
- **ID CHECKS WILL BE CONDUCT AT ALL EVENTS**
- Alcohol will only be served or 2-3 hrs. during any event. 2 hours before the food is served and 1 hour after the food is served. The alcohol bar hours will be based on the number of hours each event is scheduled and will be adjusted accordingly. Example: If the event is only for 4hrs, the bar hours will be reduced.
- No Alcohol will be served to anyone under 21years of age.
- Everyone must present an I. D. before alcohol will be served to the individual.
- Any guest, visitor, vendor observed serving Alcohol to anyone under 21 years of age will be asked to immediately exit the banquet hall.
- We have a zero-tolerance policy for serving alcohol to a minor. **IT IS AGAINST THE LAW.**
- No Alcohol will be served to anyone who come to the Banquet Hall/Event intoxicated or appears to be under the influence of drugs.
- All consumption of Alcohol must be consumed within the confines of the banquet hall.
- The same regulations and standards apply to any catering company that is contract/hired by Infinity Banquets or by the client.
- All Employees of Infinity Banquet will be CPR/First Aid certified upon hire.
- The Bar will close 1 hour before the event ends. If all alcohol has been served that bar will close at that time. Closing times will be adjusted accordingly.

Infinity Banquet Hall Guidelines, Expectations and Standards of Client and Guest:

- **SAFTETY OF OUR QUEST AND THE COMMUNITY IS OUR PRIORITY**
- No loitering will be permitted outside of the hall under any circumstances unless there is an emergency, and everyone is asked to evacuate the premises by the banquet hall employees or by emergency personnel.
- There is **ZERO TOLERANCE FOR UNRULY BEHAVIOR**
- At no time will the client or their guest engage in unruly behavior with other guests, employees, vendors, other customers, neighbors, or businesses.
- In the event the client or their guest does not comply with the safety guidelines as part of the signed contract, they will be asked to remove themselves and all guest from the premises immediately. If the client or their guest fail to comply

with evacuating the premises, the local authorities will be called to assist the employees of Infinity Banquet Hall.

- If the client or their guest fail to comply with evacuating the premises immediately the client will forfeit the entire security deposit and could be held liable for the cost of the assistance from the local authorities, and the extra time that employees must spend managing the situation.
- We will utilize all options in safe manner before engaging the local authorities.
- There will be no smoking inside the banquet hall or in front of the banquet hall. If a client or guest must smoke, we ask that you do so in your vehicle. Please keep all cigarette ends off the ground.

Cleaning of Banquet Hall Consist of:

- Sweeping all floors.
- Shaking out entry mats.
- Cleaning counters in kitchen and bathrooms
- Emptying bathroom garbage into kitchen garbage can
- Washing and putting away coffee makers and any dishes used
- Wiping sinks and basins
- Please make sure all garbage bags are tied up tight and placed by back door (inside) employees will dispose of garbage bags.

Other:

- No signs or decorations are to be placed in locations other than the above window height railing. PLEASE DO NOT affix things to the paneling to leave holes.
- ABSOLUTELY NO NAILS, TACKS, STAPLES, OR TAPE ON THE WALLS.
- COMMAND STRIPS CAN BE USED
- Please do not drag tables or chairs across the floor and wipe up any spills immediately.
- Failure to comply with the above will result in the loss of your damage deposit.
- The agreement is subject to reconsideration should the Banquet Hall get a long term committed tenant who requires the space at the time(s) covered by this agreement or for a special event (e.g., Polling Station for Elections, special community meetings)

Infinity Banquet Hall Rental Guidelines and Agreement

Hall and Event Planners Inc. business, its executives, directors, trustees, representatives, property owner, its employees against and from all claims, including claims of personal injury or property loss or damage; and against and from all costs, counsel fees or all expenses incurred as a result of any such claim or any action or proceeding brought therein, whether the claim arises from the claimant's activities on or off Infinity Banquet Hall Premises.

The said signatory further agrees to make known the terms and conditions herein to every member of the group before their use of the Infinity Banquet Hall.

The client and each one of their guests agree to use the hall at his or her own risk and accepts this responsibility by entering the Hall.

THE HALL IS LOCATED IN A COMMUNITY SHOPPING MALL
PLEASE BE COURTEOUS AND RESPECTFUL TO LOCAL BUSINESSES AND THEIR CUSTOMERS

THANK YOU FROM THE INFINITY BANQUET HALL TEAM

Client's Authorized Signature

Date

Client's Authorized Signature

Date

President/Owner Infinity Banquet

Date

Infinity Representative Title

Date

Infinity Banquet Hall and Event Planners Inc.

Rental Guidelines Agreement

Infinity Banquet Hall's Covid-19 Mitigation is based on State, County and Local Guidelines and is Subject to Change.

Infinity Banquet Hall requires a reservation deposit (as detailed in your contract) at time of signing the contract in order to hold your reservation.

Infinity Banquet Hall's rental fees and full damage deposit of \$250.00 (minus booking fee of \$50.00 already paid) are due 30 days and paid in full including Bar Tabs prior to the event. There is a \$100 cleaning fee taking out of the \$250.00 deposit, if the hall is not cleaned and left the way it was found. The refund of the Deposit would be \$150.00. All payments are to be made by check, debit, credit card, and cash.

Checks returned for NSF will be charge an additional \$35.00 fee and your event may be in jeopardy of being cancelled if balance is not cleared within 3 days. Additionally, the rental cost must be paid by credit card, debit, or cash for all expenses of the event.

CREDIT CARD PAYMENTS ARE SUBJECT TO A PROCESSING FEE DETERMINED BY THE BANK

Clients who wish to schedule multiple reservations is required to pay fees and full damage deposit at the beginning of each month, 30days in advance.

Infinity Banquet Hall rental fees, or portion thereof, shall be nonrefundable as follows:

- A full refund will be given less \$50.00 administration fee separate from the \$50.00 booking fee if notice cancellation is received 6 weeks prior to event date.
- If cancellation notice is received **less** than 6 weeks prior to the event, a refund will only be given if that date is taken by another renter.
- The deposit refund is refundable by mail after **Hall Inspection** post the event.
- Cost of clean-up, repairs, staying over rented hours, and disregarding policies, if required, will be deducted from the deposit.

What we Offer

Our Relaxing Rustic Glam Interior Design will complement your eve

All set-up and décor will be provided by the banquet hall for each event that we plan and execute for the client at their request. The needs, preferences, and cost of the set-up will be discussed at the time of consultation.

- ❖ We will provide a basic set-up that includes:
 - Brides Suite (Additional Cost)

- Round tables, chairs, white or black table clothes
- Warmers, and food storage
- Rectangle tables, for food, or guest set-up (discussed at time of consultation)
- Sweetheart table and Head Table
- Cake or sweets table for the clients who chooses to bring their own decorations to the banquet hall and complete the set-up themselves. We can decorate the tables at a charge along with any drapery if needed.
- ❖ Plenty of parking spaces in shopping mall
- ❖ Seating up to (WAITING FOR CAPACITY NUMBER FROM FIRE MARSHALL)
- ❖ Relaxing setting
- ❖ We have affordable bar options for our clients. You can choose to have a Cash Bar (where guest pay) or and Open Bar (where the client pays upfront for all guests) Limited Tab Bar (the client pays upfront for a limited number of drinks) This can be done on a prepaid basis. When the pre-paid account has reached its limit, it becomes a cash bar at that time. The Minimum for all cash bars is \$250.00 in drinks.
- ❖ Bring own Food or we will recommend a catering service
- ❖ Microwave
- ❖ Kitchen for prepping food
- ❖ Refrigerator
- ❖ DJ/Live Music Area
- ❖ Dance Floor with lighting effects
- ❖ Ladies and Gentlemen Bathrooms
- ❖ They will be allowed 1hour before the event to set-up for all events 6 hours and longer, (Example: Event starts at 12:00pm, set-up time starts at 11:00am), and 30 minutes after the event for clean-up time- must start 30 minutes prior to the event ending. (Example: If the event ends at 12pm the cleaning must start at 11:30 and completed by 12am. Client, host, vendor, and guests must be out of the Banquet Hall at that 12am time (No Exceptions). The client is responsible for removing any notice/decorations that was provided by the client. The client must complete all cleaning of the hall within the rental time.

Items used for the client choice of set-up must be safe. The client is allowed to use their own table covers, chair covers, and center pieces. Live candles can be used as décor. However, the liability will be on the client if the candles cause a fire or any damage to the equipment or the banquet hall due to the use of candles.

For social events, a signature on behalf of the client is required on this contract. Noise Control and Alcohol By-Law from the village of East Dundee.

- Music must be kept at a reasonable level in consideration of neighbors and business.
- No LOUD MUSIC entering the parking lot of the Banquet Hall or while in the parking lot.
- No event shall continue beyond the time of set by the Village of East Dundee ordinance. All Events will end at 12am and everyone must clear the premises at that time and the parking must be cleared no later than 12:15am.
- **ID CHECKS WILL BE CONDUCT AT ALL EVENTS**
- **NO ALCOHOL CAN BE BROUGHT INTO THE BANQUET HALL (NO EXECPTION). YOUR EVENT WILL BE IMMEDIATELY SHUT DOWN AND ALL GUEST MUST EXIT THE BUILDING.**
- **NON-ALCOHOL BEVERAGES AND BOTTLED WATER MAY BE BROUGHT INTO THE BANQUET HALL.**
- Alcohol will only be served by a certified bartender for all events. The alcohol bar hours will be based on the number of hours each event is scheduled and will be adjusted accordingly. Example: If the event is only for 4hrs, the bar hours will be reduced. A schedule of the bar hours will be provided at time of consultation
- Alcohol service will stop 30 minutes before the event ends. If the prepaid bar tab is depleted and no cash bar is requested the bar will close at that time.
- No Alcohol will be served to anyone under 21years of age.
- Everyone must present an I. D. before alcohol will be served to the individual.
- Any guest, visitor, vendor observed serving Alcohol to anyone under 21 years of age will be asked to immediately exit the banquet hall.
- We have a zero-tolerance policy for serving alcohol to a minor. **IT IS AGAINST THE LAW.**
- No Alcohol will be served to anyone who come to the Banquet Hall/Event intoxicated or appears to be under the influence of drugs.
- All consumption of Alcohol must be consumed within the confines of the banquet hall.
- The same regulations and standards apply to any catering company that is contract/hired by Infinity Banquets or by the client.
- All Employees of Infinity Banquet will be CPR/First Aid certified upon hire.
- The Bar will close 30 minutes before the event ends. If all alcohol has been served the bar will close at that time. Closing times will be adjusted accordingly.

Infinity Banquet Hall Guidelines, Expectations and Standards of Client and Guest:

- **SAFTETY OF OUR QUEST AND THE COMMUNITY IS OUR PRIORITY**
- **NO WEAPONS ARE ALLOWED IN THE BUILDING AT ANYTIME (CONCEAL AND CARRY WEAPONS MUST BE LEFT IN YOUR VEHICLE)**
- No loitering will be permitted outside of the hall under any circumstances unless there is an emergency, and everyone is asked to evacuate the premises by the banquet hall employees or by emergency personnel.
- There is **ZERO TOLERANCE FOR UNRULY BEHAVIOR**
- At no time will the client or their guest engage in unruly behavior with other guests, employees, vendors, other customers, neighbors, or businesses.
- In the event the client or their guest does not comply with the safety guidelines as part of the signed contract, they will be asked to remove themselves and all guest from the premises immediately. If the client or their guest fail to comply with evacuating the premises, the local authorities will be called to assist the employees of Infinity Banquet Hall.
- If the client or their guest fail to comply with evacuating the premises immediately the client will forfeit the entire security deposit and could be held liable for the cost of the assistance from the local authorities, and the extra time that employees must spend managing the situation.
- We will utilize all options in safe manner before engaging the local authorities.
- There will be no smoking inside the banquet hall or in front of the banquet hall. If a client or guest must smoke, we ask that you do so in your vehicle. Please keep all cigarette ends off the ground.
- All events will be planned with dignity and respect for all parties. We will not allow any unsupervised minor parties, no gambling parties, unclothing events. No offensive language or music will be allowed within the Banquet Hall.

Cleaning of Banquet Hall Consist of:

- Sweeping all floors.
- Shaking out entry mats.
- Cleaning counters in kitchen and bathrooms
- Emptying bathroom garbage into kitchen garbage can
- Washing and putting away coffee makers and any dishes used
- Wiping sinks and basins
- Disposing of all food brought in by the client or catering service
- Please make sure all garbage bags are tied up tight and placed by back door (inside) employees will dispose of garbage bags.
- We will provide the garbage cans for disposal of items. There will be \$50.00 charge for garbage not being bagged.

- All décor, gifts, gift wrappings, signs and all other décor must be removed from the hall
- All Linens, chair covers, center pieces that are provided by the Banquet Hall must be left on the tables.
- Food must be removed from the Banquet Hall. No exceptions! There will be an additional charge of \$50.00 if food is left behind by the client or quest.

Other:

- No signs or decorations are to be placed in locations other than the above window height railing. PLEASE DO NOT affix things to the paneling to leave holes.
- ABSOLUTELY NO NAILS, TACKS, STAPLES, OR TAPE ON THE WALLS.
- COMMAND STRIPS CAN BE USED
- Please do not drag tables or chairs across the floor and wipe up any spills immediately.
- Failure to comply with the above will result in the loss of your damage deposit.
- The agreement is subject to reconsideration should the Banquet Hall get a long term committed tenant who requires the space at the time(s) covered by this agreement or for a special event (e.g., Polling Station for Elections, special community meetings)

Infinity Banquet Hall Rental Guidelines and Agreement

Hall and Event Planners Inc. business, its executives, directors, trustees, representatives, property owner, its employees against and from all claims, including claims of personal injury or property loss or damage; and against and from all costs, counsel fees or all expenses incurred as a result of any such claim or any action or proceeding brought therein, whether the claim arises from the claimant's activities on or off Infinity Banquet Hall Premises.

The said signatory further agrees to make known the terms and conditions herein to every member of the group before their use of the Infinity Banquet Hall.

The client and each one of their guests agree to use the hall at his or her own risk and accepts this responsibility by entering the Hall.

**INFINITY BANQUET HALL IS LOCATED IN A COMMUNITY SHOPPING MALL
PLEASE BY COURTEOUS AND REPECTFULL TO LOCAL BUSINESSES AND THEIR CUSTOMERS**

THANK YOU FROM THE INFINITY BANQUET HALL TEAM

Client's Authorized Signature

Date

Client's Authorized Signature

Date

President/Owner Infinity Banquet

Date

Infinity Representative Title

Date

Infinity Banquet Hall and Event Planners Inc. May 31, 2021

State of Illinois)
County of Kane) SS
Village of East Dundee)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning Commission of the Village of East Dundee will hold a public hearing on September 2, 2021 at 7:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following requests:

1. A request for a Special Use for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District.

Property Legal Description:

LOT 2 OF LPC SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRICIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PIN: 03-23-479-006

Common Address: 485 Dundee Avenue, East Dundee, IL 60118

All interested persons will be given an opportunity to be heard.

VILLAGE OF EAST DUNDEE, ILLINOIS

Findings of Fact – Special Use

Property Location: 485 Dundee Avenue, East Dundee, IL 60118

Special Use requested: A Special Use for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District with the recommended conditions.

Hearing date: September 2, 2021

The Planning and Zoning Commission has made the following findings regarding the special use request:

- 1. The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable(N.A.), Explain:**

The proposed use is consistent with existing uses on the property and surrounding area and is not expected to diminish the value of adjacent and nearby properties.

- 2. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.**

The proposed use will not affect the development of other nearby properties.

- 3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.**

Yes

- 4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.**

The proposed use is located within the shopping center, which provides adequate ingress and egress to minimize potential vehicle conflicts and congestion in public streets. There is adequate parking within the shopping center. The proposed use may increase traffic into the site off Route 25 and Route 72 but is not expected to create traffic congestion or unduly increase traffic.

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning Commission voted on the

approval of these findings of fact and the requested special use(s) resulting in the following vote:

____ ayes ____ nays ____ absent ____ abstain

Date: _____
Chairman Planning and Zoning Commission



Village Board Meeting Memorandum

To: Village President and Board of Trustees
CC: Jennifer Ramsay, Village Administrator
From: Brad Mitchell, Assistant Village Administrator
Chris Ranieri, Building Inspector
Joseph D. Heinz, P.E.
Subject: 315 4th Street Special Use Request – Axe Throwing Lounge
Date: September 13, 2021

BACKGROUND

The Village received an application for a special use permit from Angelo Douros for a game room (for an axe throwing lounge) at 315 4th Street, East Dundee, IL 60118. This property is located within the B-1 Service Business District. The lounge would include axe throwing bays and offer limited food and alcohol options. The owner will be going through the process to receive the required liquor license.

This Special Use request is for indoor axe throwing recreation only. It should be noted that the owner is considering future expansion to include indoor/outdoor axe throwing bays in late winter/early spring 2022. If the owner pursues this expansion, the request for outdoor recreation would need to come back before the Planning and Zoning Commission and Village Board for approval.

BUSINESS DISTRICTS

57.050 GENERAL REQUIREMENTS.

<i>Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit</i>	Downtown Business District (B-1)	<i>Community Business District (B-2)</i>	<i>Service Business District (B-3)</i>		

<i>(e) Recreation and entertainment uses; public and private.</i>					
1. Indoor recreation and entertainment.	B-1	B-2	B-3		
Game rooms; employing amusement devices commonly known as pinball machines, shuffleboards, bowling machines and coin-operated games of skill subject to the licensure requirements of Chapter 112 of the East Dundee Code of Ordinances, but does not include regulation bowling alleys or pool or billiard tables	S	S	S		

To consider a special use permit, the Planning and Zoning Commission considered the following standards. For each of these standards, the Applicant's responses are provided in italics below.

1. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant Response: No

2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Applicant Response: No

3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.

Applicant Response: Yes.

4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Applicant Response: Yes.

Due to the usual nature of the operation of special uses that may give rise to unique problems with respect to their impact upon neighboring property or public facilities, the Village may stipulate conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the use as deemed necessary for the protection of the public interest. The Planning and Zoning Commission agreed to recommend the following minimum conditions that were provided by staff:

1. The Special Use Permit cannot be transferred and shall expire at such time Angelo Douros at 315 4th Street, East Dundee, IL 60118 ceases operations at this location.
2. Axe throwing operations shall cease daily by no later than 11:00 p.m.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At the September 2, 2021 Planning and Zoning Commission, the Commission voted to approve the special use request with a vote of 6-0 (2 members absent, 1 vacancy).

STAFF RECOMMENDATION

If the Village Board decides to approve the special use permit, then the approval shall include the conditions noted above as recommended by the Planning and Zoning Commission.

ACTION REQUESTED

1. Discussion and motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a game room (for an axe throwing lounge) located at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District.

ATTACHMENTS

1. Ordinance
2. Special Use Application
3. Public Notice
4. Findings of Fact

ORDINANCE NUMBER 21-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A SPECIAL USE PERMIT FOR A GAME ROOM (FOR AN AXE THROWING LOUNGE) IN THE B-1 SERVICE BUSINESS DISTRICT FOR THE PROPERTY LOCATED AT 315 4th 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, pursuant to Section 157.224 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning ordinances; and

WHEREAS, under the authority of the Zoning Ordinance, the property at 315 4th Street, East Dundee, Illinois ("Property"), as legally described in Section 2 below, is located in the B-1 Service Business Zoning District, in which a game room (for an axe throwing lounge) is allowed if the Corporate Authorities first grant a special use permit, per to Section 157.050(F)(1)(g)(4) of the Zoning Ordinance; and

WHEREAS, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, the Corporate Authorities have received a request for a special use permit for a game room (for an axe throwing lounge) to be operated at the Property ("Application") from the contract purchaser of the Property, Angelo Douros ("Applicant"); and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on September 2, 2021; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, subject to the conditions in Section 3 below, which recommendation and related findings of fact are incorporated herein; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and hereby approve the proposed special use of a game room (for an axe throwing lounge) on the Property, subject to the conditions in Section 3 below;

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

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval of Special Use Permit. The Corporate Authorities hereby approve the Application and grant a special use permit for the Property legally described as:

PARCEL 1: LOTS 10 AND 11 (EXCEPT THE EAST 75 FEET THEREOF) IN BLOCK 11 OF EDWARD'S ADDITION TO DUNDEE IN THE VILLAGE OF EAST DUNDEE, IN KANE COUNTY, ILLINOIS.

PARCEL 2: THE NORTHERLY 19 FEET OF THE WESTERLY HALF OF LOT 7 (EXCEPT THE NORTHERLY 10 FEET OF THE WESTERLY 25 FEET THEREOF) AND THE WESTERLY HALF LOTS OF LOTS 8 AND 9 IN BLOCK 11 OF THE EDWARD'S ADDITION TO DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

commonly known as 315 4th Street, East Dundee, Illinois (P.I.N. 03-23-311-001 & P.I.N. 03-23-311-002), for a game room (for an axe throwing lounge, subject to the conditions in Section 3 below.

SECTION 3: Conditions of Approval. That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. The Special Use Permit cannot be transferred and shall expire at such time Angelo Douros at 315 4th Street, East Dundee, IL 60118 ceases operations at this location.
2. Axe throwing operations shall cease daily by no later than 11:00 p.m.

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.

PASSED this 13th day of September 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 13th day of September 2021.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 13th day of September 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September ____, 2021.

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: September __, 2021

VILLAGE OF EAST DUNDEE



**APPLICATION FOR DEVELOPMENT APPROVAL:
SPECIAL USE, REZONING AND VARIANCE REVIEW AND APPROVAL**

This form is to be used for all special use applications (except Planned Developments) to be heard by the Village of East Dundee. To complete the form properly, please review the accompanying *Village of East Dundee Instruction Manual for Application for Development Review*. Failure to complete this form properly will delay its consideration.

PART I GENERAL INFORMATION**A. Project Information**

1. Project/Owner Name: Axe Throwing Lounge
2. Project Location: 315 4th St
3. Brief Project Description: Build out 315 4th Street with lanes for axe throwing. Gravel lot will be finished in concrete as a patio
4. Project Property Legal Description: 315 4th Street, East Dundee, IL 60118
W 45' of Lts 10 & 11 Block 11 45x50 Range Code: SE Township 42N
W 60' of Lts 8 & 9 Block 11 Range Code: SE Township 42N
5. Project Property Size in Acres and Square Feet: 6450 Sqft .15 Acres
6. Current Zoning Status: B1
7. Current Use Status: Vacant
8. Surrounding Land Use Zoning: Commercial R2
9. Parcel Index Numbers of Property: 03-23-311-001, 03-23-311-002

B. Owner Information

1. Signature: [Signature]
2. Name: Ansel's Dovers
3. Address: 1620 Chetfield Dr. Elgin IL 60123
4. Phone Number: 708-612-6255 Fax: _____ Email: Ansel's.Dovers@gmail.com

C. Billing Information (Name and address all bills should be sent to)

1. Name/Company: SPARTAN AXE THROWING
2. Address: 315 4th St East Dundee IL 60118
3. Phone Number: _____ Fax: _____ Email: _____

PART II. APPLICATION REQUIREMENTS

The following table provides the type and quantity of materials required to be submitted with a special use application. The number associated with each material corresponds with the number used in Part II of the *Village of East Dundee Instruction Manual for Application for Development Approval* where each material is described in greater detail.

Please note that when two quantities of drawings are required (such as: 5/15), the first number indicates the number of full-size drawings to be submitted (at a scale of at least 1" = 20' and no larger than 30" x 42") and the second number indicates the number of reduced (11" x 17") copies to be submitted. At least one of the original full-size drawings should be signed and sealed by the preparer. For ease of distribution, please collate into packets all of the materials where multiple copies are required. Packet contents should be assembled in order, except for drawings which should all be collated together at the back of the packet.

The required materials and number of copies shown below are the minimum necessary to submit a complete application. Village staff, consultants, review agencies, commissions, and boards may require additional materials and/or copies as necessary to fully evaluate the proposed project.

Official Use Only

Item # ^(a)	Application Material	Initial Application		Revisions		Second Set of Revisions	
		# Copies Required	# Copies Received	# Copies Required	# Copies Received	# Copies Required	# Copies Received
1.	Completed Development Application AND a) Agreement to Pay Costs Incurred and Hold the Village Harmless b) Affidavit of Ownership & Control c) Affidavit & Disclosure d) Findings of Fact	1					
2.	Project Narrative	20					
3.	Basic Application Fee	X					
4.	Property Owners within 250 feet	X					
7.	Survey / Legal Description	5/15					
9.	Photographs of Existing Property and Area	20					
11.	Site Plan	5/15					
12.	Building Elevations	5/15					
13.	Floor Plans	5/15					
14.	Roof Plan	5/15					
15.	Color Rendering	20					
17.	Landscape Plan	20					
20.	Simple Drainage Plan	1/12					
23.	Utility Impact Report ^(b)	20					
24.	Utility Improvement Plan ^{(b)(c)}	5/15					
25.	Traffic Study ^(b)	12					

^(a) Please see *Village of East Dundee Instruction Manual* for complete description of item.

^(b) Applies only to projects with more than 15,000 sq. ft. of commercial/industrial floor area or more than 25 residential units.

^(c) Applies only to projects proposing to remove or construct public utilities.

PART III JUSTIFICATION OF THE PROPOSED SPECIAL USE

Please answer all questions but be concise and brief in your answers. If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers. Applicants are also encouraged to refer to Special Use Criteria Section 157.224(C)(2) or Variances, Section 157.207(C) or Rezoning.

IF YOU ARE APPLYING FOR A REZONING PLEASE WRITE A PARAGRAPH ON WHAT THE CURRENT ZONING IS AND WHY YOU ARE REQUESTING A REZONING

FOR A SPECIAL USE COMPLETE THE FOLLOWING, FOR VARIANCES ONLY SKIP TO PAGE #4:

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

No

2. Will the establishment of the Special Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

No

3. Have or will adequate utilities, access roads, drainage or necessary facilities be provided for?

yes

4. Have or will adequate measures be taken to provide ingress and egress to minimize traffic congestion in the public streets?

yes

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?

We will comply with all NECESSARY ORDINANCES

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

1. From which specific standard of the Village Code is a Variance requested (include Code section number)?

2. For this site, what does the Code require?

Looking to change code B1 to Entertainment

3. What is proposed?

Art throwing lounge

4. What unique circumstances have caused the need for a variance?

The District is moving towards
A Entertainment District

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

The historical character of the
AREA will be maintained

6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

It makes the property difficult to
lease out

7. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

8. Other than financial return, what other purposes is the variance request based on?

It fits in the entertainment & food
District

9. Has the alleged difficulty been created by any person presently having an interest in the property?

No

10. Please give an explanation for any questions answered YES.

- | | | |
|--|-----|-------------------------------------|
| a. Will the granting of the variation be detrimental to the public welfare? (Circle) | YES | <input checked="" type="radio"/> NO |
| b. Injurious to surround properties? (Circle) | YES | <input checked="" type="radio"/> NO |
| c. Impair an adequate supply of light and air to adjacent property? (Circle) | YES | <input checked="" type="radio"/> NO |
| d. Endanger public health and safety? (Circle) | YES | <input checked="" type="radio"/> NO |
| e. Substantially diminish property values within the neighborhood? (Circle) | YES | <input checked="" type="radio"/> NO |
| f. Conformance to the Land Use Plan? (Circle) | YES | <input checked="" type="radio"/> NO |

VILLAGE OF EAST DUNDEE



**PLANNING AND ZONING & HISTORIC COMMISSION MEETING SCHEDULE
MEETING TIME 7:00PM
*THURSDAY EVENING UNLESS DENOTED**

Planning & Zoning petitions must be received 35 days prior to meeting date for petitions requiring Public hearings. 15 days prior when no Public hearing is required.

Historic Commission Meetings (as needed)

Applications submittals must be received & approved by the Building official for presentation to the Commission minimum of 15 days prior to meeting date.

Per ordinance, the Historic Commission must meet within 15 days of application submittal acceptance date and be fully considered by the Commission or a Certificate of Appropriateness would be deemed issued for failure to meet in the designated time.

VILLAGE OF EAST DUNDEE



APPLICATION AGREEMENT
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

Individually and for the Applicant

Date

Address

Phone Number

Project Description:

VILLAGE OF EAST DUNDEE



Affidavit of Ownership & Control

I (We), D-Points, LLC do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: Blair Hottel

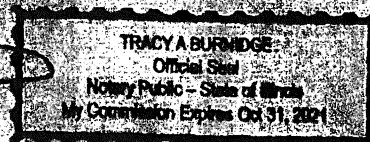
Owner: Blair Hottel

Address: 106 W Main Street
West Dundee IL 60185

Phone: 815-428-1953

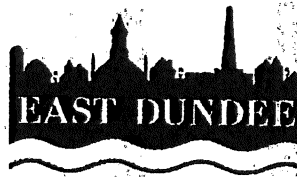
SUBSCRIBED AND SWORN TO before me this
17 day of August, 2021.

[Signature]
(NOTARY SIGNATURE)



(NOTARY STAMP)

VILLAGE OF EAST DUNDEE



Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature: _____

Print Name: _____

Project Address: _____

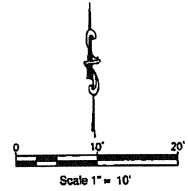
PLAT OF SURVEY

PROPERTY DESCRIBED AS:
PARCEL 1: LOTS 10 AND 11 (EXCEPT THE EAST 75 FEET THEREOF) IN BLOCK 11 OF EDWARD'S ADDITION TO DUNDEE, IN THE VILLAGE OF EAST DUNDEE, IN KANE COUNTY, ILLINOIS.

PARCEL 2: THE NORTHERLY 18 FEET OF THE WESTERLY HALF OF LOT 7 (EXCEPT THE NORTHERLY 10 FEET OF THE WESTERLY 25 FEET THEREOF) AND THE WESTERLY HALF OF LOTS 8 AND 9 IN BLOCK 11 OF EDWARD'S ADDITION TO DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

P.L.N. 03-23-311-001 & 03-23-311-002

COMMONLY KNOWN AS: 315 FOURTH STREET, EAST DUNDEE, ILLINOIS 60115

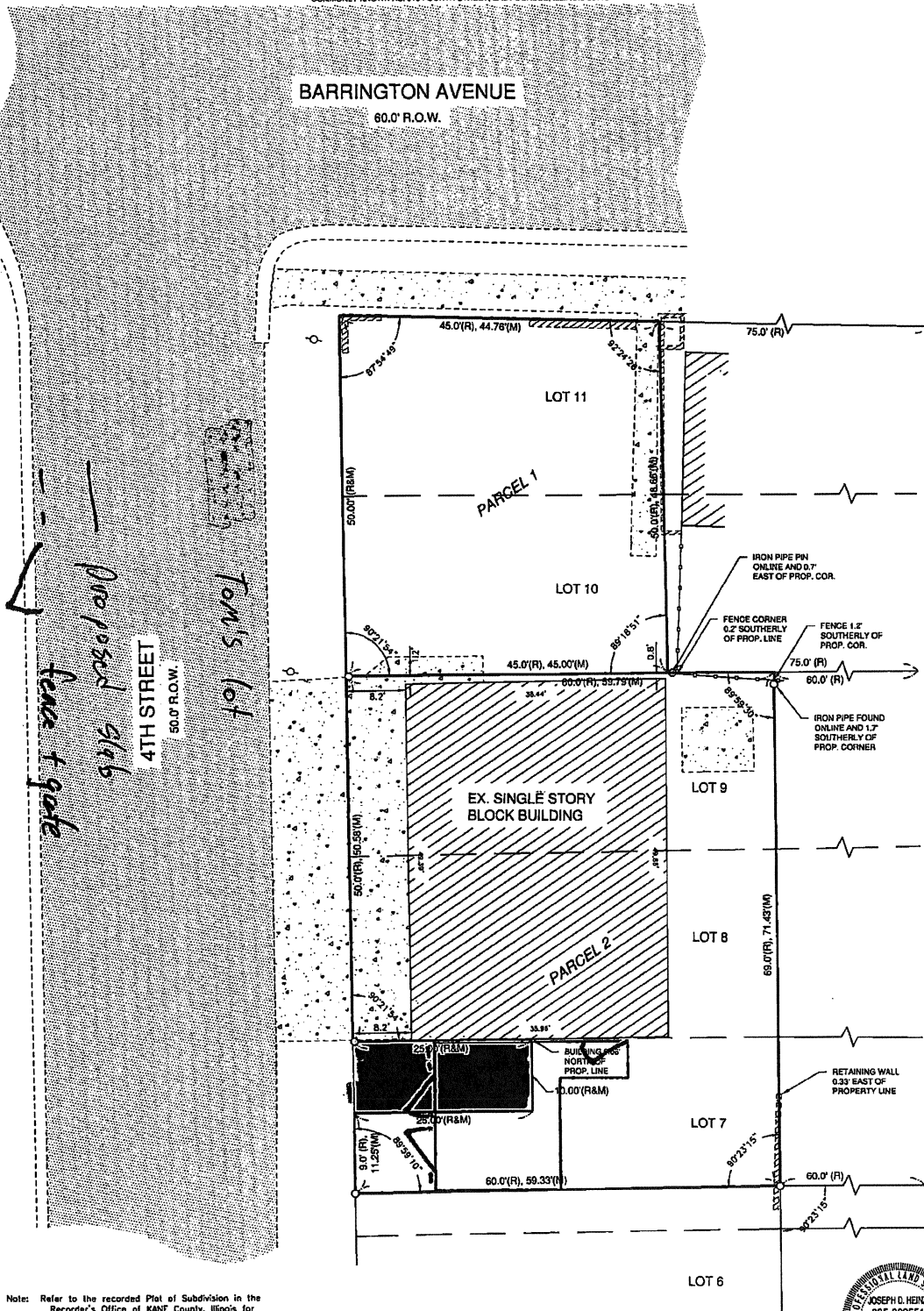


BARRINGTON AVENUE

60.0' R.O.W.

LEGEND

- — INDICATES IRON PIPE FOUND
- — INDICATES IRON PIPE SET
- (R) — INDICATES RECORD LENGTH
- (M) — INDICATES MEASURED LENGTH
- — EX. CONCRETE
- ▨ — EX. BITUMINOUS PAVEMENT
- — — — — EX. WOOD FENCE



Note: Refer to the recorded Plat of Subdivision in the Recorder's Office of KANE County, Illinois for any easement provisions and covenants, if any, within the subject subdivision, which may affect these lots.

FIELD WORK COMPLETED ON: 07-17-2019

STATE OF ILLINOIS } ss
COUNTY OF KANE }
I, Joseph D. Heinz, Illinois Professional Land Surveyor No. 3551, do hereby certify that I have surveyed the above described property and that the plat hereon drawn correctly represents said survey. I also certify that this professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at East Dundee, Illinois
this 19th day of JULY, 2019 A.D.



Illinois Professional Land Surveyor No. 3551
License Expires 11-30-20
Design Firm Registration No. 184-002048

GERALD L. HEINZ & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
206 NORTH RIVER STREET
EAST DUNDEE, ILLINOIS 60115

315 FOURTH STREET
EAST DUNDEE, ILLINOIS

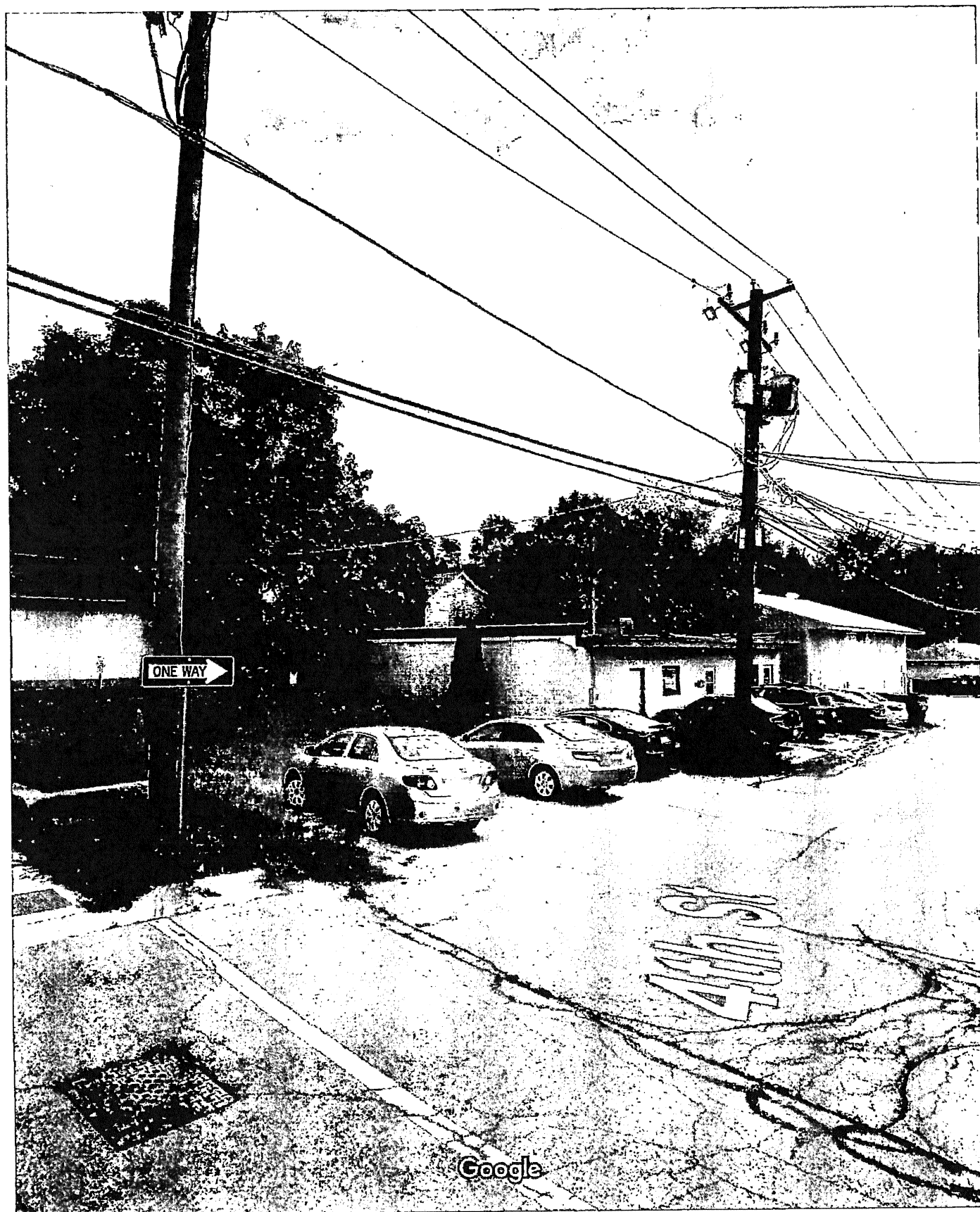
This drawing is copyrighted and is the sole property of GERALD L. HEINZ & ASSOCIATES, INC. Reproduction or use of this drawing in whole or in part and/or the information contained in it is forbidden without the written consent of GERALD L. HEINZ & ASSOCIATES, INC. Unauthorized use will be prosecuted to the fullest extent of the law.

DATE: 07-19-2019
JOB NO.: S-1864
SCALE: 1"=10'
SHEET 1 OF 1

Google Maps 315 4th St



Google Maps 399 4th St



315 4TH ST. SPECIFICATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION TO CONFORM TO CURRENT BUILDING CODES.
2. PLAN DIMENSIONS AND DETAILS RELATIVE TO EXISTING STRUCTURE HAVE BEEN TAKEN FROM FIELD MEASUREMENTS AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH DIMENSIONS AND DETAILS IN THE FIELD AND MAKE NECESSARY ADJUSTMENTS PRIOR TO CONSTRUCTION OR PRIOR TO THE START OF THE WORK. MATERIALS, HIGH VARIATIONS SHALL NOT BE CAUSE FOR ADDITIONAL COMPENSATION FOR A CHANGE IN THE SCOPE OF THE WORK.
3. FOUNDATIONAL STEEL SHALL CONFORM TO ASTM A-36, CONSTRUCTED ACCORDING TO AISC SPEC.
4. ANY DISCREPANCIES, CONFLICTS OR INCONSISTENCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ORIGINAL CONTRACTOR PRIOR TO ANY WORK BEING DONE. CONTRACTOR AND ARCHITECT OF ADDITIONAL COSTS REGARDING THE ABOVE.
5. ALL UTILITY LOCATIONS SHALL BE VERIFIED BY THE OWNER DURING THE WORK AND ANY DISCREPANCIES OF LOCATION TO BE REPORTED TO GENERAL CONTRACTOR BEFORE CONSTRUCTION BEGINS.
6. JOIST HANGERS SHALL BE INSTALLED STRONG-TIE AS NOTED ON THE PLANS OR BASED FOR ACTUAL LOADS.
7. ALL DIMENSIONS ARE FOR NEW WALLS ONLY.
8. ALL EXISTING CONDITIONS, DIMENSIONS AND ITEMS NOT NOTED ARE RELATIVE TO EXISTING CONDITIONS. ALL DIMENSIONS TO BE NOTED IN THE FIELD.

PLUMBING

1. ALL PLUMBING TO BE PERFORMED BY A LICENSED PLUMBER AND SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES.
2. ALL DRAINS AND TRAPS TO BE IN PVC.
3. ALL SINKS TO BE IN CUPBOARD.
4. INSTALL NEW 3/4" PIPES FOR SINK, WATER TOILET.
5. INSTALL NEW 3/4" PIPES FOR SINK, WATER TOILET.
6. ALL BATHROOMS REQUIRE THE FOLLOWING DEDICATED 3/4" BRANCH CIRCUIT, 1" WATER AT THE SHOWER, TEMPERATURE SAFETY FLYING DELIVER AT THE SHOWER.
7. INSTALL NEW 3/4" COMPARTMENT SINK, UTILITY SINK AND HAND WASHING SINK.
8. LICENSED PLUMBER TO VERIFY ALL CONNECTIONS.
9. THE WATER SERVICE PETER CANNOT BE LOCATED IN AN ACCESSIBLE LOCATION SUCH AS A CHIMNEY. THE WATER SERVICE PETER MUST HAVE ACCESSIBILITY AND BEING REACHABLE AS PER PLUMBING CODE SECTION 14-04-01-01.
10. PER PLUMBING CODE, APPROVED SECTION, REPAIR, REMOVAL, REPAIRS WHICH CANNOT BE DISCHARGED TO DRAINAGE PLEIN SHALL BE DISCHARGED INTO A GULLY, CATCHED AND VENTED SUMP PUMP FROM WHICH THE WASTE SHALL BE LIFTED AND DISCHARGED INTO A SANITARY WASTE DRAIN BY AUTOMATIC PUMPING EQUIPMENT.
11. AT THE TIME THAT THE WORK IS BEING PERFORMED AND THE WORK MUST BE INSPECTED BY THE CITY'S PLUMBING INSPECTIONS PRIOR TO BACKFILLING.

ELECTRICAL

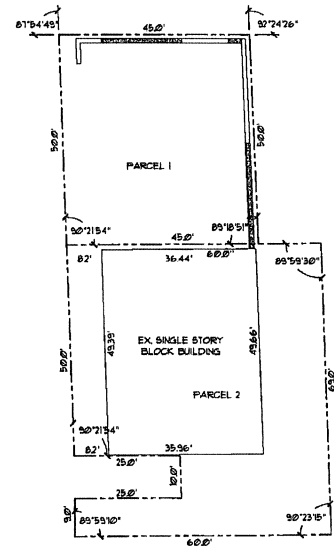
1. ALL ELECTRICAL PER PLAN TO CONFORM WITH ALL LOCAL CODES AND AMENDMENTS LISTED ON SHEET 1.
2. ALL CABLE LOCATIONS, SWITCH LOCATIONS AND OUTLET LOCATIONS ARE APPROXIMATE. STRUCTURAL FRAMING SHALL DETERMINE LOCATIONS.
3. ALL ELECTRICAL MUST BE IN CUPBOARD.
4. ALL OUTLETS IN KITCHEN AND BATHROOMS SHALL BE GFCI PROTECTED.
5. ALL RECEPTACLES SHALL BE TAMPER RESISTANT.
6. ALL CABLES TO BE IN RATED.
7. NEW 100 AMP SERVICE RESULTS IN 400V CONDUIT, 1" 400V SERVICE PANEL, THE NEW PANEL SHALL COMPLY WITH MINIMUM CODES AND LAST DANGER, AMENDMENTS.
8. PROVIDE TWO 1/2" 400V COPPER GROUNDING RODS FOR ELECTRICAL, SWITCH RODS MUST BE SPACED NO LESS THAN 6' APART.
9. PROVIDE A MINIMUM OF ONE BATTED LIGHT IN EACH HABITABLE ROOM OR AREA.
10. BUILDING GROUNDING/WORKING SYSTEMS INCLUDING BUT NOT LIMITED TO GAS PIPING, BUILDING STEEL, BATH PIPING, WATER HEATING AND PANEL BOARD, MUST CONFORM TO NFPA 70, ARTICLE 250.
11. A RECEPTACLE IS REQUIRED WITHIN 7' HORIZONTALLY OF ALL INTERIOR AND EXTERIOR HEATING AND A/C EQUIPMENT.
12. PROVIDE A GROUND WIRE IN ALL BATHS.
13. PROVIDE A NEUTRAL WIRE AT EACH BATH ROOM LOCATION.
14. ALL RECEPTACLES REQUIRE A PIGTAIL GROUNDING WIRE TO THE BOX.
15. CEILING J-BOXES ARE TO BE RATED AND APPROVED FOR FAN SUPPORT.

HEATING & COOLING

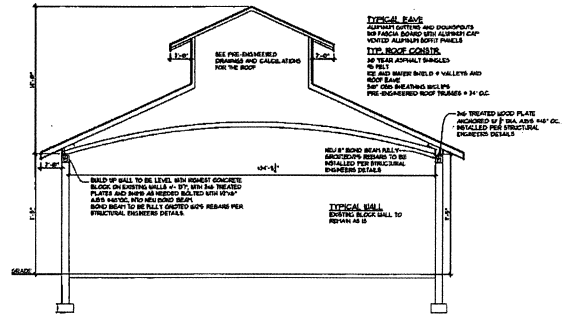
1. ALL SUPPLY AND RETURN DUCTS TO CONFORM WITH ALL LOCAL CODES AND AMENDMENTS LISTED ON SHEET 1.
2. INSTALL NEW 100 WPM EFFICIENT FURNACE INSTALLED IN ATTIC WITH PROPER VENTILATION.
3. NEW SUPPLY AND RETURN DUCTS TO BE CONSIDERED BY HVAC CONTRACTOR ON SITE.
4. A MAXIMUM OF 10' OF FLEX DUCT IS PERMITTED IN ANY SINGLE DUCT RUN.
5. PROVIDE AN EXTERIOR VENTED CEILING VENTILATION FAN IN BATHROOM.

ROOM FINISH SCHEDULE						
ROOM NUMBER	ROOM NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	CONTENTS
101	SERVICE AREA	CONCRETE	NA	NA	NA	

DOOR SCHEDULE						
DOOR NUMBER	STYLE	DESCRIPTION	SIZE	WALL CONDITION	HARDWARE	COMMENTS
1	SLIDING PANEL AND GLASS	REAR ENTRY	3'-0" X 7'-0"	SEE PLAN	PANIC BAR	KEYED LOCK
2	GLASS & PANEL	OVERHEAD	8'-0" X 4'-0"	SEE PLAN	NA	ELECTRICAL REQUIRED



NORTH
SITE PLAN
SCALE: 1" = 10'-0"



TYP. WALL SECTION
SCALE: 1/4" = 1'-0"

SHEETS:

1. GENERAL NOTES, PLAN OF SURVEY AND DIVERS.
2. ELEVATION.
3. DEVELOPMENT PLAN.
4. PROPOSED FLOOR PLAN.

CITY OF EAST DUNDEE CODES

- 2000 INTERNATIONAL BUILDING CODE WITH AMENDMENTS
- 2000 INTERNATIONAL RESIDENTIAL CODE WITH AMENDMENTS
- 2000 INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS
- 2000 INTERNATIONAL FIRE CODE
- 2000 INTERNATIONAL ENERGY CONSERVATION CODE AS AMENDED BY THE STATE OF ILLINOIS
- 2000 INTERNATIONAL FIRE CODE
- 2000 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS
- 2000 ILLINOIS ELECTRICAL CODE (ADMINISTRATIVE PROVISIONS)
- 2000 ILLINOIS ELECTRICAL CODE WITH AMENDMENTS
- 2000 ILLINOIS PLUMBING CODE
- 2000 ILLINOIS ACCESSIBILITY CODE

David M. Jones
EXP. 1/1/2020

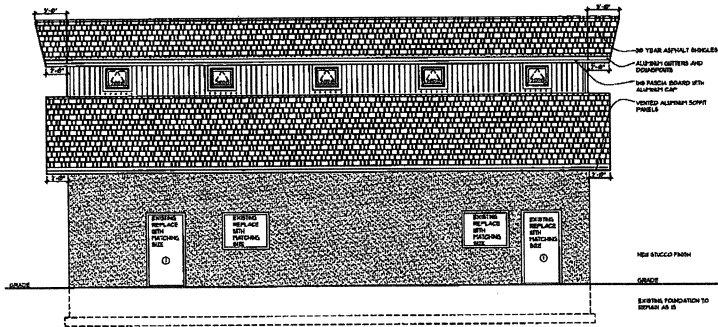


REV. 01/2020
LEV. CONSULTING SERVICES
1000 N. LAKE STREET, SUITE 100
EAST DUNDEE, ILLINOIS 60119

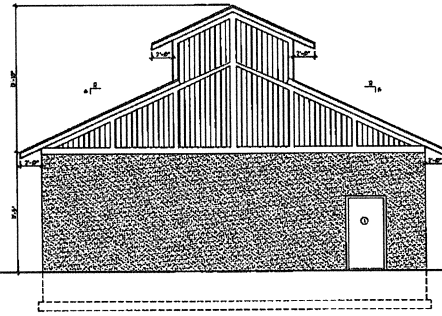
EXTENSIVE REMODELING
AND REPAIRS
EAST DUNDEE, ILLINOIS 60119

315 4TH STREET
EAST DUNDEE, ILLINOIS 60119

DATE:
2/14/2020
REV. 01/2020
SHEETS:
1 OF 4

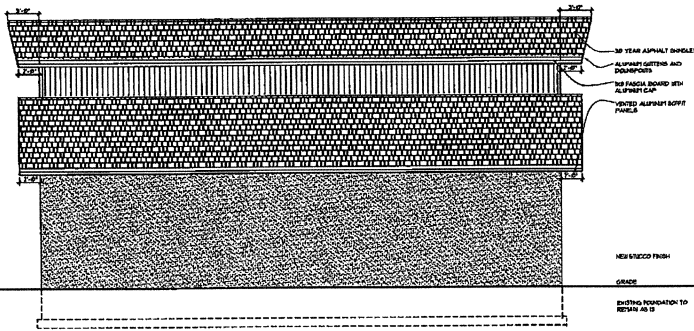


WEST ELEVATION
SCALE 1/4" = 1'-0"

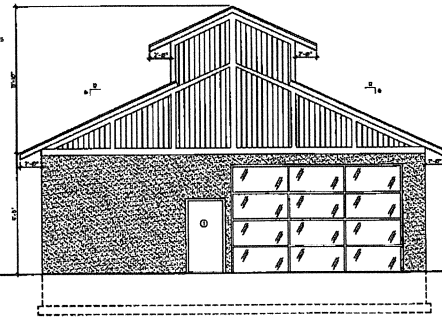


SOUTH ELEVATION
SCALE 1/4" = 1'-0"

SEE EXISTING DRAWINGS FROM
STRUCTURAL ENGINEER FOR
ADDITIONAL WALL REINFORCEMENTS
THAT ARE NOT SHOWN ON THIS
SHEET. ARCHITECT NOT
RESPONSIBLE FOR THIS WORK.



EAST ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"



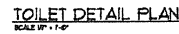
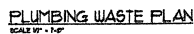
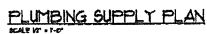
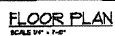
REV. 1/2019

LEV. CONSULTING SERVICES

EXTREME REMODELING
AND REPAIRS, LLC
1000 N. LAKE STREET, SUITE 100
CHICAGO, IL 60610

315 ATL STREET
EAST CHICAGO, IL 60623

DATE:
12/15/2018
REV. 1/2019
FOR SCALE
SHEETS
2 OF 4

[illegible]

PROVIDE RECL. INCANDESCENT LIGHT FIXTURES WITH SOLID LENS OR FLUORESCENT IN ALL CLOSETS 7'-0" DEEP OR LESS. ALL ELECTRICAL INSTALLATION SHALL BE PER LOCAL CODES AND ORDINANCES.

ALL CLOSETS TO BE ONE OF THE FOLLOWING:

- A. RECESSED LINER WITH 6" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE.
- B. FLUORESCENT LIGHTS WITH 6" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE.
- C. INCANDESCENT LIGHTS WITH 6" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE.

LEV CONSULTING SERVICES
481 W. CULBERT AVE. SUITE 3
CHICAGO, IL 60641

315 4TH ST.
EAST DUNDEE, IL.

DATE	7/2/76
DEPT PL	FOR SC
SHEET	2

State of Illinois)
County of Kane) SS
Village of East Dundee)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning Commission of the Village of East Dundee will hold a public hearing on September 2, 2021 at 7:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following requests:

1. A request for a Special Use for the operation of an **Axe Throwing Lounge** located at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District.

Property Legal Description:

PARCEL 1: LOTS 10 AND 11 (EXCEPT THE EAST 75 FEET THEREOF) IN BLOCK 11 OF EDWARD'S ADDITION TO DUNDEE IN THE VILLAGE OF EAST DUNDEE, IN KANE COUNTY, ILLINOIS.

PARCEL 2: THE NORTHERLY 19 FEET OF THE WESTERLY HALF OF LOT 7 (EXCEPT THE NORTHERLY 10 FEET OF THE WESTERLY 25 FEET THEREOF) AND THE WESTERLY HALF LOTS OF LOTS 8 AND 9 IN BLOCK 11 OF THE EDWARD'S ADDITION TO DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

P.I.N 03-23-311-001 & 03-23-311-002

COMMONLY KNOWN AS 315 FOURTH STREET, EAST DUNDEE, ILLINOIS, 60118

All interested persons will be given an opportunity to be heard.

VILLAGE OF EAST DUNDEE, ILLINOIS

Findings of Fact – Special Use

Property Location: 315 4th Street, East Dundee, IL 60118

Special Use requested: A Special Use for the operation of an axe throwing lounge at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District with the recommended conditions.

Hearing date: September 2, 2021

The Planning and Zoning Commission has made the following findings regarding the special use request:

- 1. The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable(N.A.), Explain:**

No

- 2. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.**

No

- 3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.**

Yes

- 4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.**

Yes

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning Commission voted on the approval of these findings of fact and the requested special use(s) resulting in the following vote:

____ayes ____nays ____absent____abstain

Date: _____
Chairman Planning and Zoning Commission



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

CC: Chris Ranieri, Building Inspector
Joe Heinz, Village Engineer
Brad Mitchell, Assistant Village Administrator

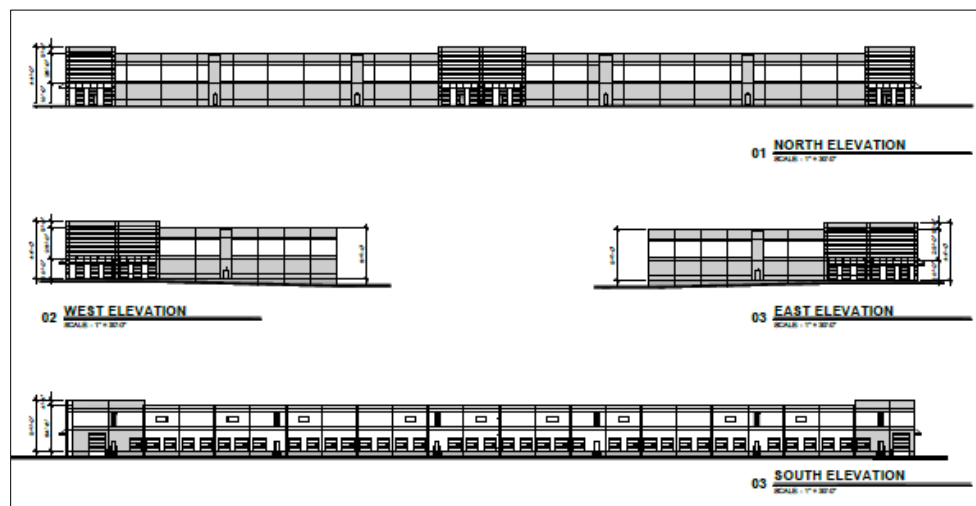
Subject: High Street Development Project

Date: September 13, 2021

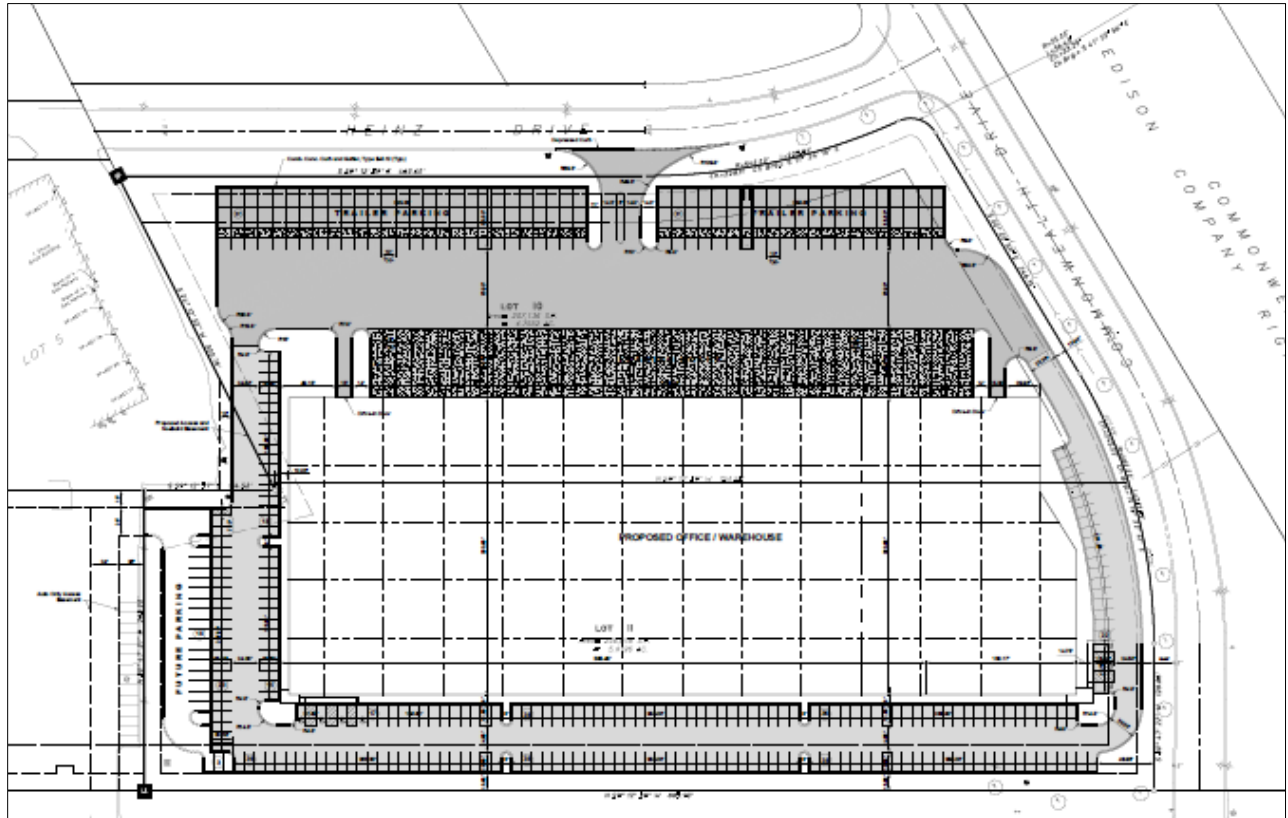
Background

For approximately two years, the Village has been working with High Street Logistics (Developer) on the development of the parcels 03-25-426-009 and 03-25-426-010 owned by Plote Properties (Seller) as depicted right.

The Developer plans to erect an approximate 172,400 square foot industrial building containing approximately 8,620 square feet of office and 163,780 square feet of warehouse. Please note, a tenant is expected to be secured within twelve months. As such, the exact end user has not yet been identified. However, the tenant will need to meet all building and zoning code requirements.



There will be approximately 44 dock doors on the north side of the building and approximately 48 truck parking spaces along the north lot line. There will be no direct access to the site from Route 72 or Commonwealth Drive, with access limited to one curb-cut out to Heinz Drive. See conceptual site plan below.



Development Process

In order to move forward with the proposed development, the following is required:

- Approval of the attached Development Agreement between the Village, Plote Properties and High Street.
- Approval of variances and waivers requested by the Developer and Seller as described below.
- Approval of the rezoning of a small western portion of the property from B-3 to M-1 (optional).
- Approval of the relocation of outside storage on the property to PINs 03-24-400-006, 03-24-400-007, and 03-25-200-046 owned by Plote Properties.

Development Agreement

The Development Agreement incentivizing the project is attached. The general terms of the agreement are summarized below. Please note, the development agreement is a three-way agreement between the Developer (High Street), Seller (Plote), and the Village.

Developer's Responsibilities/Rights

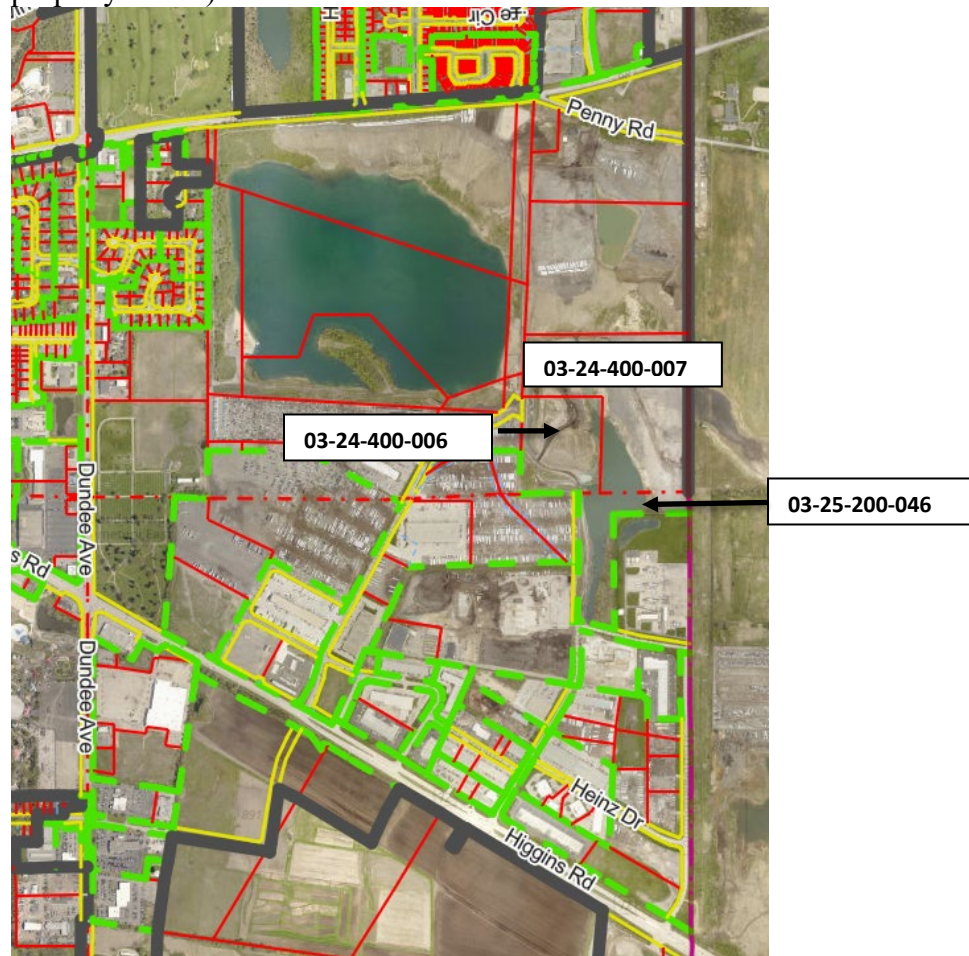
- Acquire parcels 03-25-426-009 and 03-25-426-010 from Plote Properties at a price of \$2,765,000.
- Facilitate the construction of the depicted 172,400 square foot industrial facility.
- Invest a minimum of \$15 million into the site acquisition and development costs.

Seller's Responsibilities/Rights

- Sell the property to High Street Logistics Properties at the negotiated sale price of \$2,765,000 (\$500,000 less than the desired price).

Village's Responsibilities/Rights

- Reimburse Plote Properties 50% of TIF revenues paid by the subject properties through December 31, 2035 in an amount not to exceed \$500,000 to offset a reduction in sale price.
- Allow for the relocation of the outside storage currently on the subject property to parcels with PINs 03-24-400-006, 03-24-400-007, and 03-25-200-046 owned by Plote Properties. (see depiction of property below).



Projected Village Revenue

As noted above, the development agreement consists of a rebate of TIF revenue generated by the subject property to the Seller. The purpose of the rebate is to allow for the Seller to reduce the sale price of the property to the Developer. The property is located within the Cook County TIF District.

The Dundee Township Assessor has reviewed the proposed development project and has determined that the fair market value of the property following the development will be approximately \$12.5 million. As shown on the attached analysis, it is estimated that it will take less than three years for the Seller to receive the \$500,000 rebate of TIF property taxes paid on the subject property. The balance received over the life of the TIF, approximately \$3 million, would be retained by the Village for future investment into the Cook County TIF and adjoining TIF districts within the Village.

Zoning and Waiver Processes

Should the development agreement be approved by the Village Board, a public hearing will be held before the Planning and Zoning Commission for the following zoning processes which have been identified based upon the submittals received. As part of the development, the Village Board will be asked to approve these zoning items in addition to the waivers listed below. Please note, additional variance and waiver items could be identified during the process as submittals are received.

Variations

The following variances will be required:

- Front yard parking: a variance allowing parking within the front yard setback (40') for all three (3) front yards.
- Side yard: a variance allowing the building to encroach into the required westerly side yard setback (25').
- Building height: a variance to allow for a 40' building height (M-1 maximum height is 35').
- Access width: a variance to allow for an access width onto Heinz Drive of approximately 34' wide (maximum width is 24').
- Parking lot and landscaping waivers for Plote property where the outside storage will be relocated as the site will remain unimproved (similar to waivers below but within Zoning Code): a variance to allow for a crushed stone base or asphalt grindings instead of improved asphalt or concrete.

Rezoning

- It is recommended that High Street complete the rezoning for the small western trapezoidal portion of the property to M-1. This is optional.

Special Use Permit

- For vehicle and equipment parking and storage for Plote property with PINS 03-24-400-006, 03-24-400-007, and 03-25-200-046.

Village Board Approval Only

- Landscaping:
 - a waiver to reduce the interior parkway from 10' to 8.5.
 - a waiver from the landscaping screening requirement on the western side of the property.
 - a waiver from the landscaping island requirement of islands being provided every 10 stalls.
- Parking lot and landscaping waivers for Plote property where the outside storage will be relocated as the site will remain unimproved (similar to variances above but within general Village Code): a waiver from waiver of curb and gutter and parking lot lighting requirements.
- Signage (if applicable as signage plans have not yet been submitted).

Actions Requested:

Discussion and consideration of an Ordinance Authorizing a Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC (High Street Logistics Development)

Attachments:

1. An Ordinance Authorizing a Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC (High Street Logistics Development)
2. A Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC (High Street Logistics Development)
3. High Street Development TIF Analysis

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER ITS LAND TRUST NUMBERED 11-5651, AND HS DEVELOPMENT AM, LLC (HIGH STREET LOGISTICS DEVELOPMENT)

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: Findings. That the 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, including 65 ILCS 5/8-1-2.5, 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 State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("TIF Act").
- D. Pursuant to the Village's powers and in accordance with the TIF Act, and pursuant to Ordinance Numbers 12-67, 12-68 and 12-69, adopted on August 20, 2012, as amended from time to time, the Cook County Tax Increment Financing District ("TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Numbers 12-67, 12-68 and 12-69, as amended from time to time, are incorporated herein by reference.
- E. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, as amended, the Corporate Authorities of the Village are empowered under Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), to enter into contracts with developers necessary or incidental to the implementation of the redevelopment plan and project for the TIF District.

- F. Chicago Title Land Trust Company, as successor trustee under its land trust numbered 11-5651 ("Seller") owns property in the TIF District commonly known as _____, East Dundee, Illinois 60118 ("Property").
- G. HS Development AM, LLC ("Developer") desires to acquire ownership of the Property and develop it with an industrial facility of approximately one hundred seventy thousand (170,000) square feet ("Project").
- H. Attached hereto as EXHIBIT A and made part hereof is a development agreement, between the Seller, the Developer and the Village, which sets forth the terms and conditions pursuant to which the Developer will acquire the Property and proceed with, develop, and operate the Project on the Property ("Development Agreement").
- I. It is in the best interests of the Village to enter into the Development Agreement, to ensure that redevelopment within the TIF District continues.

SECTION 2: Approval. That based upon the foregoing, the Development Agreement, attached hereto as EXHIBIT A, is hereby approved, and the President and Clerk of the Village are hereby authorized and directed to execute and deliver such other instruments, including the Development Agreement, as may be necessary or convenient to carry out the terms thereof.

SECTION 3: 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 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 5: 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Development Agreement

(attached)

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS,
CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER
ITS LAND TRUST NUMBERED 11-5651, AND HS DEVELOPMENT AM, LLC
(HIGH STREET LOGISTICS DEVELOPMENT)**

This **DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER ITS LAND TRUST NUMBERED 11-5651, AND HS DEVELOPMENT AM, LLC (HIGH STREET LOGISTICS DEVELOPMENT)** ("Agreement") is entered into this ____ day of _____, 2021 ("Effective Date"), by and between the Village of East Dundee, Illinois, an Illinois municipal corporation ("Village"), Chicago Title Land Trust Company, as successor trustee under its land trust numbered 11-5651 ("Seller"), and HS Development AM, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois ("Developer"). For purposes of this Agreement, the Village, the Developer and the Seller individually are referred to as a "Party" and collectively as the "Parties."

PREAMBLES

WHEREAS, the Village is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees of the Village ("Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging

private investment in industry, business and housing in order to enhance the Village's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities also have acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the Village has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, which factors, if not addressed, shall result in a disproportionate expenditure of public funds, a decline of the Village's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("TIF Act") and the Village's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the TIF Act; and

WHEREAS, pursuant to Ordinance Numbers 12-67, 12-68 and 12-69, adopted on August 20, 2012, as amended ("TIF Ordinances"), the Corporate Authorities designated the tax increment redevelopment project area ("Redevelopment Project Area"), approved a tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the "Cook County 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; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Corporate Authorities are authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village; and

WHEREAS, within the TIF District there is an approximately ten and two-tenths (10.2) acre parcel of real estate, with said property being legally described and depicted in **EXHIBITS B-1** and **B-2**, respectively, attached hereto and made a part hereof (“Property”); and

WHEREAS, the Village has been informed that the Seller owns the Property, and that the Developer desires to acquire and develop the Property with an industrial facility of approximately one hundred seventy thousand (170,000) square feet, as depicted and described in the site plan and project description in **EXHIBITS C-1** and **C-2**, respectively, attached hereto and made a part hereof (“Project”); and

WHEREAS, the Developer has been and continues to be unable and unwilling to acquire the Property and undertake the redevelopment of the Property with the Project, but for certain incentives under the TIF Act, to be provided by the Village to the Seller under the TIF Act and pursuant to the Village’s home rule authority, to reduce the sale price of the Property to induce the Developer to acquire and develop the Property with the Project, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, the Parties acknowledge and agree that but for the incentives to be provided by the Village, the Developer cannot successfully and economically acquire and develop the Property with the Project in a manner satisfactory to the Village; and

WHEREAS, the Developer's proposal calls for the Developer to acquire and develop the Property in accordance with all applicable Village ordinances, laws and regulations of the State of Illinois, and laws and regulations of the United States of America (collectively the "Legal Requirements"), and the Village has determined that the Developer has the necessary qualifications, expertise and background necessary to undertake the development of the Property with the Project; and

WHEREAS, the Corporate Authorities have determined that the development by the Developer of the Property with the Project pursuant to this Agreement would further the TIF Plan, such development is in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, and such development will enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants;

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals

The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Developer's and Seller's Obligations

(a) Before the Effective Date, the Developer has submitted to the Village a plan for the development of the Property with the Project, including, without limitation:

- (1) An estimate of all costs to be incurred by the Developer in connection with acquisition and development of the Property with the Project, evidences that the Developer shall invest no less than Fifteen Million and No/100 Dollars (\$15,000,000.00) in the Project;
- (2) A concept plan, including site plan, elevations, floor plans, and other plans requested by the Village;
- (3) The Dundee Township Assessor's estimated increase in equalized assessed value of the Property upon completion of the Project; and
- (4) An executed Village Trust and Agency form.

The Developer's submittals in Section 2(a)(1) through 2(a)(4) (collectively, the "Conceptual Development Submittals") are attached hereto as **Exhibit D** and made a part hereof and are an integral part of the Project.

(b) With regard to timing of the Project:

- (1) On September 8, 2021, the Seller and / or Developer applied to the Village for, and the Village shall consider in the ordinary course, a rezoning application to (i) rezone the portion of the Property in the B-3 General Services Business Zoning District to the M-1 Limited Manufacturing Zoning District, and (ii) grant such other approvals and permits as may be required for the Developer to construct and operate the Project on the Property (the "Village Entitlements").

Additionally, to the extent reasonably required for the proper operation of the Project, the Seller and / or Developer shall apply to the Illinois Department of Transportation ("IDOT") for such road access approvals from to and from Illinois Route 72 as may, in the judgment of the Developer, be required for establishing commercially desirable ingress and egress to and from the Property to the Property on terms and at a cost acceptable to the Developer (the "IDOT Entitlements"). The Village Entitlements and the IDOT Entitlements are collectively called the "Entitlements".

- (2) Within thirty (30) days following the procurement of the Entitlements, the Developer shall acquire fee simple title to the Property from the Seller (with the date of such acquisition being called the "Closing Date") for Two Millions Seven Hundred Sixty-Five Thousand and No/100 Dollars (\$2,765,000.00), as adjusted by customary property tax prorations ("Sales Price").¹
- (3) Within forty-five (45) days following the Closing Date, the Developer shall apply for all permits as may be required to undertake and complete the construction for all aspects of the Project.
- (4) Subject to delay caused by Force Majeure, on or before the later of May 1, 2022 or thirty (30) calendar days after the Developer has received all permits as may be required to undertake and complete the construction of all aspects of the Project, the Developer shall

¹ The Sales Price is the amount the Seller is willing to sell the Property to the Developer for, less the Five Hundred Thousand and No/100 Dollars (\$500,000.00) incentive available to the Seller from the Village per Section 3 of this Agreement.

commence construction of all aspects of the Project, the date of which shall be the “Construction Commencement Date.” On and after the Construction Commencement Date, the Developer shall pursue “Substantial Completion” (as defined below in Section 2(b)(7)) of all aspects of the Project with commercially reasonable diligence.

- (5) Subject to delay caused by Force Majeure, by the earlier of May 1, 2023 or twelve (12) months following the Construction Commencement Date, the Developer shall have applied for and received from the Village a final certificate of occupancy for the “shell” of the building being constructed as part of the Project (“Building Completion Date”), in accordance with the Legal Requirements, which shall be issued by the Village in accordance with the Legal Requirements.
- (6) Subject to delay caused by Force Majeure, within twelve (12) months from the Building Completion Date, the Developer shall lease the entire building being constructed as part of the Project and the Developer shall provide the Village with a full unredacted copy of the lease within that time.
- (7) The date the Village issues a final certificate of occupancy for all parts of the Project, including the interior of the building being constructed as part of the Project (“Substantial Completion”), in accordance with the Legal Requirements, which shall be issued by

the Village in accordance with the Legal Requirements, shall be the
“Substantial Completion Date.”

(c) The Seller shall sell the Property to the Developer for the Sales Price.

(d) From and after the Closing Date, the Developer hereby covenants and agrees, along with any successors in interest to any portion of the fee simple title to the Property, to pay or cause its / their tenants to pay all real estate taxes on the Property when due.

(e) The Seller and the Developer shall not to violate any of the Legal Requirements.

(f) The Developer shall, in all advertisements and promotions and in all identifications of the Project which specify the address of the Project, regardless of the form thereof, indicate clearly and prominently that the Project is located in “East Dundee,” by use of the words “East Dundee” or “Village of East Dundee” in said advertisement, promotion or identification. In this regard, where the advertising, promotion or identification indicates the Project as being located in more than one (1) municipality, the reference to “East Dundee” or “Village of East Dundee” shall appear first.

(g) The Developer shall not request additional funding from the Village relative to the Project, other than as set forth herein.

(h) The Seller may apply for, and the Village shall consider in the ordinary course, a special use permit and a site development waiver to relocate parking and outside storage of materials on the Property as of the Effective Date to Kane County

Property Identification Numbers 03-24-400-006, 03-24-400-007 and 03-25-200-046 (“Relocation Properties”).

Section 3. Incentives

In consideration of the acquisition and development by the Developer of the Property in accordance with the terms of this Agreement, so long as the Seller and the Developer are in compliance with their obligations in this Agreement:

(a) The Village shall pay the Seller an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) on a pay-as-you-go basis from Fifty Percent (50%) of the “Incremental Property Taxes” (as defined in Section 3(b)(1) below) as reimbursement for the Seller’s reduction in the price of the Property by Five Hundred Thousand and No/100 Dollars (\$500,000.00), resulting in the Sale Price, to induce the Developer to acquire the Property and to allow the Project to move forward. The payment of Incremental Property Taxes to Seller under this Agreement to reduce the Sales Price is an eligible redevelopment project cost per Section 11-74.4-3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-3(q)(2).

(b) Incremental Property Taxes shall be paid by the Village to the Seller as follows:

- (1) “Incremental Property Taxes” means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected by the Village through December 31, 2035 and which are attributable to the increase in the equalized assessed valuation (“EAV”) of the Property over and above the EAV of the Property at the time of the addition of the

Property to the TIF District, all as determined by the Kane County Clerk, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement which have been received by the Village on and after the Substantial Completion Date, and which are available after deduction of amounts which must otherwise be paid by the Village under the TIF Act, including but not limited to school student tuition assistance under 65 ILCS 5/11-74.4-3(q)(7.5) and library patron assistance under 65 ILCS 5/11-74.4-3(q)(7.7).

- (2) After the Substantial Completion Date, and so long as the Seller and the Developer are in compliance with their respective obligations under this Agreement, and so long as the Seller has sent the Village an Annual Notice (as defined in this Section 3(b)(2) below), the Village shall pay Incremental Property Taxes to the Seller once per year, on or around November 15th of each year, beginning the first November 15th after receipt of, and Village approval of, Seller's request for reimbursement documented by the Seller to have been incurred by the Seller in relation to the Project, which documentation shall include closing statements, paid invoices and / or receipts. The Seller shall submit one (1) request for reimbursement ("Request"). The Request shall be in writing and under oath and shall include a copy of the Property's property tax bill, along with proof of payment (with notation of payment made on the Kane County Treasurer's website being sufficient proof of

payment) of the Property's property taxes and other information and materials reasonably requested by the Village. Each September 15th after the Request, Seller shall provide the Village with a copy of the Property's property tax bill, proof of payment of the Property's property taxes, other information and materials reasonably requested by the Village and a notice that Seller requests payment of Incremental Property Taxes under this Agreement ("Annual Notice").

- (3) The Request shall be sent to the Village Administrator. Unless the Village has good cause to believe that the Request seeks reimbursement or payment contrary to the terms of this Agreement, the Village shall pay the Request within the time set forth above provided there are sufficient Incremental Property Taxes to do so. If the Village elects to withhold or deny such payment, the Village shall promptly, and in any event not later than the date payment would otherwise have been due, advise the Seller in writing as to the specific basis for the Village's position.
- (4) In the event that the Village ceases to receive Incremental Property Taxes from the Property, as a result of a change in the law, and no alternate tax is enacted to replace the Incremental Property Taxes, the Village shall not be obligated to make any further Incremental Property Taxes payments hereunder.

(5) The payment of Incremental Property Taxes by the Village shall include only those Incremental Property Taxes collected by the Village through December 31, 2035.

(6) The payment of Incremental Property Taxes to the Seller under this Agreement is a limited obligation of the Village. The payment of Incremental Property Taxes under this Agreement is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Seller with Incremental Property Taxes.

(c) In no event shall the Seller receive Incremental Property Taxes in an amount in excess Five Hundred Thousand and No/100 Dollars (\$500,000.00).

Section 4. Financial Responsibility

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project, except as otherwise set forth in this Agreement.

(b) If the Seller or the Developer fail to comply with any of their respective obligations in this Agreement, and such failure continues beyond the expiration of any applicable cure period as set forth in Section 15 below, in lieu of the other remedies available to the Village in this Agreement, the Village may elect to declare this Agreement null and void and of no further force or effect.

(c) The obligations in this Section 4 shall survive, and be binding upon the Parties, regardless of the termination or expiration of this Agreement.

Section 5. Term

Unless earlier terminated, the term of this Agreement shall commence on the Effective Date and end on December 31, 2035 ("Term").

Section 6. Verification of Real Estate Tax Payments and Project Costs

(a) From and after the Closing Date, and in the manner set forth in Section 3(b)(2) above, the Seller or the Developer shall document to the Village the payment of all real estate taxes payable in 2021, and for each subsequent year during the term of this Agreement.

(b) The Project shall be an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the Substantial Completion Date with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. The Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may, if Developer has previously provided the Village not less than thirty (30) days to review such confidential financial materials, remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance. The Village shall

keep all such books, records and agreements of the Developer and general contractor confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within thirty (30) days after request by the Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

Section 7. No Liability of Village to Others for Developer's Expenses

Except as set forth herein, the Village shall have no obligation to waive any cost relating to the development of the Property or to make any payment to any person, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Property.

Section 8. Assignment

(a) During the Term, this Agreement may not be assigned by the Seller without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Until the Village has issued a certificate of occupancy as to the building to be constructed as part of the Project, the Developer shall have no right to assign its interest under this Agreement. Thereafter, and during the Term, this Agreement may not be assigned by the Developer without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding

the foregoing, after the issuance of a final certificate of occupancy for the Project by the Village, if the Developer sells its entire interest in the Property to a third-party ("Successor Owner"), then (i) the Successor Owner shall be substituted for the Developer under this Agreement and (ii) the Developer shall remain jointly and severally liable, along with the Successor Owner, to obligations under this Agreement for which the Developer was in default at the time of the sale. The Developer shall cause any such Successor Owner to acknowledge in writing that it will be bound by all of the terms and conditions of this Agreement. This Section 8 shall survive the termination of this Agreement.

Section 9. Developer and Seller Indemnification

(a) The Developer shall indemnify, defend and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Project, including, but not limited to, the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all reasonable charges of attorneys, costs and

other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors. This Section 9(a) shall survive the termination of this Agreement.

(b) The Seller shall indemnify, defend and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from (i) the failure of the Seller or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Seller) to timely pay any contractor, subcontractor, laborer or materialman in connection with the Project; (ii) any default or breach of the terms of this Agreement by the Seller; or (iii) any negligence or reckless or willful misconduct of the Seller or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Seller). The Seller shall, at its own cost and expense, appear, defend and pay all reasonable charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Seller shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its

officers, agents, employees or contractors. This Section 9(b) shall survive the termination of this Agreement. Notwithstanding the foregoing, it is expressly understood that Seller's obligation under Section 9(b)(i) shall not extend to any failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman in connection with the Project.

Section 10. Waiver

Any Party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the Party waiving such right or remedy does so in writing. No such waiver shall obligate such Party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said Party pursuant to this Agreement.

Section 11. Severability

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party, or an officer, agent or attorney of the Party, and shall be deemed to have been

effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

HS Development AM, LLC
C/O High Street Logistics Properties
One Premier Plaza, Suite 350
Atlanta, Georgia 30342
Attn: Michael Ruen

With a copy to:

Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue, Suite 100
Elgin, Illinois 60123
Attn: Peter C. Bazos

To the Seller:

Plote Property Management, LLC
1141 East Main Street, Suite 100
East Dundee, IL 60118
Attn: David R. Plote and Kevin Seay

With a copy to:

Buckley Fine, LLC
201 S. Grove Avenue, 4th Floor
Barrington, Illinois 60010
Attn: David P. Buckley, Jr.
Helmut E. Gerlach

To the Village:

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: Gregory T. Smith

Section 13. No Joint Venture, Agency or Partnership Created

Neither anything in this Agreement nor any acts of the Parties shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among the Parties.

Section 14. No Discrimination and Prevailing Wage Act Compliance

(a) The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

(b) Prevailing Wage Act.

(1) The Developer, its contractors and subcontractors shall be responsible to determine if any part of the Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (“Act”) (820 ILCS 130/0.01 *et seq.*) requiring it to pay workers performing services on this Project no less than the “prevailing rate of wages” in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor (“IDOL”). For the current prevailing wage rates, contact the Village or see the listing of rates or at illinois.gov/idol/laws-rules/conmed/pages/rates.aspx. The IDOL makes the final determination of whether this Project is subject to the Act. The Developer shall comply with all applicable provisions of the Act.

(2) The Developer agrees to indemnify, defend and hold harmless the Village, its agents, officers and employees as provided for in this Agreement for any violation by the Developer or its contractors and subcontractors’ failure to comply with any applicable provision of the Act.

Section 15. Remedies – Liability

(a) If the Seller or the Developer is in material default of this Agreement for any phase of the Project, the Village shall provide the Seller or the Developer with a written statement indicating any failure on the Seller’s or the Developer’s part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Seller or the

Developer in connection with such failure until thirty (30) days after giving such notice so that the Seller or the Developer will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Seller or the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, it is expressly understood that Seller's obligation under Section 9(b)(i) shall not extend to any failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman in connection with the Project.

(b) If the Seller or the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Seller or the Developer,

or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Seller or the Developer insolvent or unable to pay the Seller's or the Developer's debts, or the Seller or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Seller or the Developer or for the major part of any of the Seller's or the Developer's property, and the same is not dismissed or stayed within sixty (60) days, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the Kane County Recorder, a "Certificate of Default," executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically terminate and be of no further force and effect.

(c) If the Village is in material default of this Agreement, the Seller or the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Seller or the Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice so that the Village will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) day

period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Seller or the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a Party may institute legal action against another Party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event a Party shall institute legal action against another Party because of a breach of any agreement or obligation contained in this Agreement, the prevailing Party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Each

Party hereby waives any right to a jury trial and to consequential, exemplary or punitive damages.

(e) In no event shall the Developer be liable to the Seller for any failure or refusal on the part of the Village to make any payment of any Incremental Property Taxes to the Seller, unless such failure or refusal is determined to be justified by reason of a breach by the Developer of its obligations hereunder.

(f) The rights and remedies of the Parties are cumulative and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by another Party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the 16th Judicial Circuit Court of the State of Illinois, in Kane County.

Section 16. No Warranty

The Village makes no warranties or representations regarding, nor does it indemnify the Seller or the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored,

released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq., or any similar State law or local ordinance, (2) a release or threatened release of Hazardous Substances, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of Hazardous Substances into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Seller or the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled.

Section 17. Time; Force Majeure

Time is of the essence of this Agreement, provided, however, a Party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, lack of availability of materials, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, pandemics, quarantine restrictions, state, county, municipal or other governmental agency stay-at-home, shelter-in-place, or stop-work orders, essential services restrictions, coronavirus or COVID-19 restrictions, rules, regulations, requirements, or guidelines, freight embargoes, acts caused directly or indirectly by the other Party (or the other Party's agents, employees or invitees) or similar causes beyond the reasonable control of such Party ("Force Majeure"). If one of the foregoing events shall occur or a Party shall claim that such an event shall have occurred, the Parties to whom such claim is made shall investigate same and consult with the Party making such claim regarding the same and the Parties to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 18. Amendment

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all Parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the Parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 19. Recording and Successors and Assigns

This Agreement shall be recorded on title to the Property at the Developer's expense. This Agreement shall run with title to the Property and shall be binding upon subsequent owners of the Property, or any portion thereof. The Developer's obligations in this Agreement shall be binding upon the Developer's successors and assigns.

Section 20. Counterparts

This Agreement may be executed in three (3) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

VILLAGE:

Village of East Dundee, an Illinois municipal corporation

By: _____
Jeffrey Lynam, Village President

Attest:

Katherine Diehl, Village Clerk

DEVELOPER:

HS Development AM, LLC, a Delaware limited liability company

_____, _____

Attest:

_____, _____

SELLER:

Chicago Title Land Trust Company, as successor trustee under its land trust numbered 11-5651

_____, _____

Attest:

_____, _____

**ACKNOWLEDGMENT
(VILLAGE)**

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey Lynam, personally known to me to be the Village President of the Village of East Dundee, and Katherine Diehl, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2021.

Commission expires _____, 2021.

Notary Public

**ACKNOWLEDGMENT
(DEVELOPER)**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of HS Development AM, LLC, a Delaware limited liability company ("Affiant"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of the Affiant, appeared before me this day in person and acknowledged that as such _____ and _____ of the Affiant, they signed and delivered the said instrument, as their free and voluntary act, and as the free and voluntary act of the Affiant, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2021.

Commission expires _____, 2021.

Notary Public

**ACKNOWLEDGMENT
(SELLER)**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, a _____ ("Affiant"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of the Affiant, appeared before me this day in person and acknowledged that as such _____ and _____ of the Affiant, they signed and delivered the said instrument, as their free and voluntary act, and as the free and voluntary act of the Affiant, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2021.

Commission expires _____, 2021.

Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF THE TIF DISTRICT

(attached)

EXHIBIT A-1

LEGAL DESCRIPTION OF THE TIF DISTRICT

LEGAL DESCRIPTION FOR THE COOK COUNTY TIF

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE AND COOK COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS:

LOTS 3 THRU 11 IN ROCK ROAD BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

LOT 1 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 1 LYING WITHIN ROCK ROAD BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.)

PARCEL "A"

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LOT 2 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT NO. 1, SAID POINT BEING 66.0 FEET WESTERLY OF (MEASURED NORMAL TO) THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 07 SECONDS EAST, PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 400.00 FEET; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 400.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 16 MINUTES 07 SECONDS WEST, 374.66 FEET TO A POINT 25.0 FEET NORTHERLY OF (MEASURED NORMAL TO) THE NORTH LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, 473.68 FEET TO A POINT ON A LINE 60.0 FEET EAST OF (MEASURED NORMAL TO) AND PARALLEL TO THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED DATED FEBRUARY 3, 1861 AND RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT NO. 13594; THENCE SOUTH 0 DEGREES 18 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 25.33 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, 60.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, AND THE EAST LINE OF SAID SMITH TRACT; THENCE NORTH 0 DEGREES 18 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SMITH TRACT, 450.00 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 49 SECONDS EAST, 544.56 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL "B"

THE SOUTH HALF OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH HALF OF LOT 2 AND THE SAID SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "C"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72 AND COMMONLY KNOWN AS NEW HIGGINS ROAD AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF HEALY ROAD, IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF DEDICATED HEINZ DRIVE, COMMONWEALTH DRIVE, AND ILLINOIS STATE ROUTE 72 RIGHT OF WAY ADJACENT TO THE ABOVE DESCRIBED PARCELS.

ALSO POWER DRIVE RIGHT OF WAY AS DEDICATED IN ROCKY ROAD POWER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 1999K018491, ON FEBRUARY 19TH, 1999.

EXHIBIT A-2

DEPICTION OF THE TIF DISTRICT

(attached)

VILLAGE OF EAST DUNDEE PROPOSED COOK COUNTY TAX INCREMENT FINANCING DISTRICT MAP



LEGAL DESCRIPTION FOR THE COOK COUNTY TIF

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE AND COOK COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS:

LOTS 3 THRU 11 IN ROCK ROAD BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

LOT 1 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 1 LYING WITHIN ROCK ROAD BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.)

PARCEL "A"
THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LOT 2 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT NO. 1, SAID POINT BEING 66.0 FEET WESTERLY OF (MEASURED NORMAL TO) THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 07 SECONDS EAST, PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 400.00 FEET; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 400.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 16 MINUTES 07 SECONDS WEST, 374.66 FEET TO A POINT 25.0 FEET NORTHERLY OF (MEASURED NORMAL TO) THE NORTH LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, 473.68 FEET TO A POINT ON A LINE 60.0 FEET EAST OF (MEASURED NORMAL TO) AND PARALLEL TO THE EAST LINE OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED DATED FEBRUARY 3, 1861 AND RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT NO. 13594; THENCE SOUTH 0 DEGREES 18 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE 25.33 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 26 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, 60.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, AND THE EAST LINE OF SAID SMITH TRACT; THENCE NORTH 0 DEGREES 18 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SMITH TRACT, 490.00 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 49 SECONDS EAST, 544.56 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL "B"
THE SOUTH HALF OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH HALF OF LOT 2 AND THE SAID SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "C"
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72 AND COMMONLY KNOWN AS NEW HIGGINS ROAD AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF HEALY ROAD, IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF DEDICATED HEINZ DRIVE, COMMONWEALTH DRIVE, AND ILLINOIS STATE ROUTE 72 RIGHT OF WAY ADJACENT TO THE ABOVE DESCRIBED PARCELS.
ALSO POWER DRIVE RIGHT OF WAY AS DEDICATED IN ROCKY ROAD POWER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 1999K018491, ON FEBRUARY 19TH, 1999.

LEGEND

- PROPOSED COOK COUNTY TIF BOUNDARY
- █ PROPOSED COOK COUNTY TIF
- EXISTING CHRISTINA DRIVE TIF BOUNDARY
- ▨ EXISTING CHRISTINA DRIVE TIF
- . . . - VILLAGE OF EAST DUNDEE CORPORATE BOUNDARY

GERALD L. HEINZ & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
206 NORTH RIVER STREET
EAST DUNDEE, ILLINOIS 60118

PROPOSED COOK COUNTY TIF

VILLAGE OF EAST DUNDEE

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DATE:	4/4/2012
JOB NO.:	ED-1946
SCALE:	1"=200'
SHEET	1 OF 1

EXHIBIT B-1

LEGAL DESCRIPTION OF THE PROPERTY

(attached)

EXHIBIT B-1
LEGAL DESCRIPTION OF THE PROPERTY

LOT 10 IN ROCK ROAD BUSINESS PARK , BEING A SUBDIVISION IN THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2004 AS DOCUMENT NUMBER 2004K059306, IN KANE COUNTY, ILLINOIS.

Being a portion of the following described tract:

THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72, AND COMMONLY KNOWN AS NEW HIGGINS ROAD; THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT OF ON THE SOUTH LINE OF SAID SECTION 25, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 IN TOWNSHIP AND RANGE AS AFORESAID; THENCE NORTH 80 DEGREES 23 MINUTES WEST 948.50 FEET; THENCE NORTH 00 DEGREES 14 MINUTES WEST 925.90 FEET; THENCE SOUTH 81 DEGREES 12 MINUTES EAST 1,447.30 FEET; THENCE NORTH 04 DEGREES 22 MINUTES EAST 2,365.00 FEET; THENCE SOUTH 80 DEGREES 19 MINUTES EAST 667.90 FEET TO THE EAST LINE OF SAID SECTION 25; THENCE SOUTH ON SAID SECTION LINE, 3,085.30 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE WEST ON SAID SECTION LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, IN KANE COUNTY, ILLINOIS.

AND

LEGAL DESCRIPTION OF THE THAT PART OF PROPOSED LOT 11 FALLING WITHIN LOT 6 OF ROCK ROAD INDUSTRIAL SUBDIVISION UNIT NO. 3 THAT PART OF LOT 6 IN ROCK ROAD INDUSTRIAL SUBDIVISION UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 58 DEGREES 49 MINUTES 51 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 246.06 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 09 SECONDS EAST, PERPENDICULAR TO THE SOUTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 263.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 6; THENCE SOUTH 58 DEGREES 49 MINUTES 51 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 114.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 04 DEGREES 35 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 294.07 FEET TO THE POINT OF BEGINNING , IN KANE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

LOT 11 IN ROCK ROAD BUSINESS PARK , BEING A SUBDIVISION IN THE EAST HALF OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2004 AS DOCUMENT NUMBER 2004K059306, IN KANE COUNTY, ILLINOIS.

EXHIBIT B-2

DEPICTION OF THE PROPERTY

(attached)

EXHIBIT B-2
DEPICTION OF THE PROPERTY

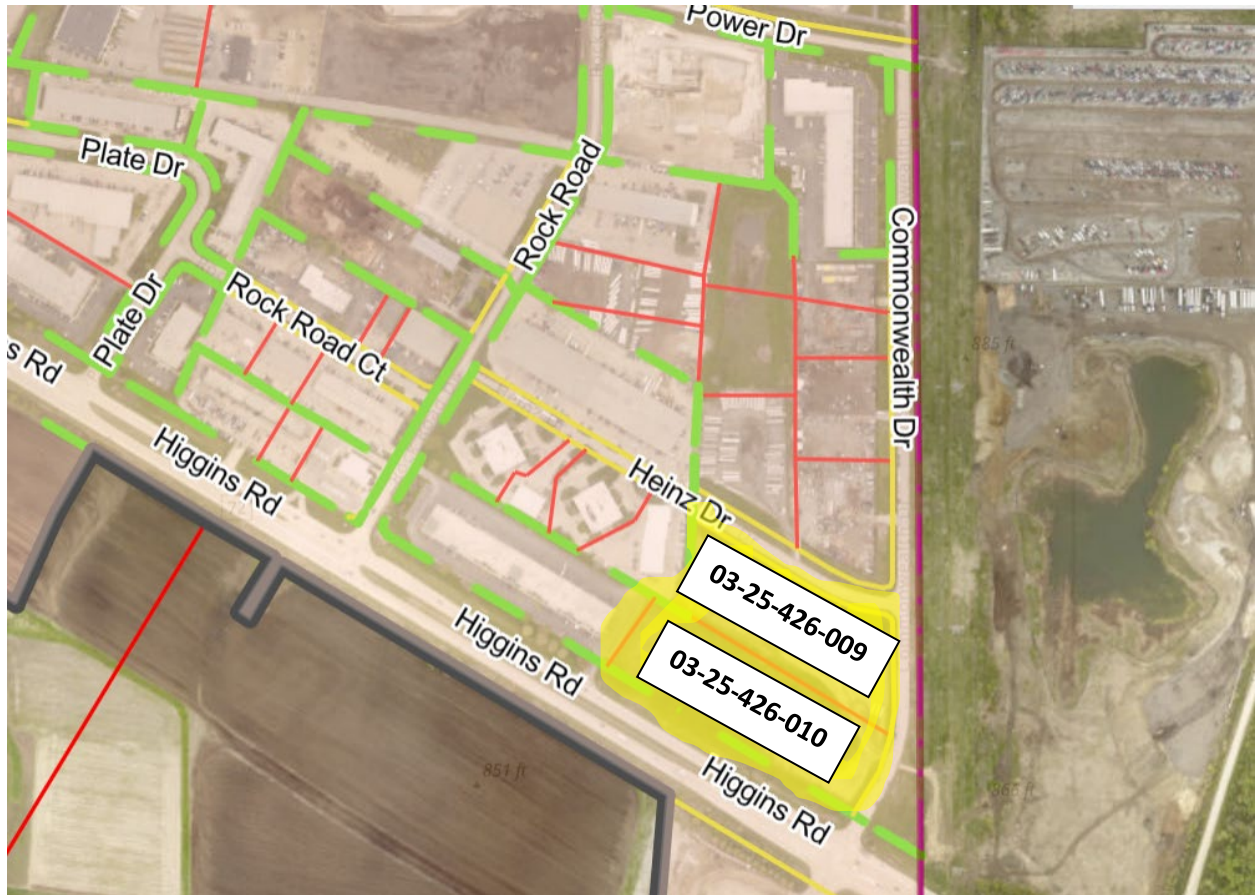


EXHIBIT C-1

SITE PLAN OF THE PROJECT

(attached)

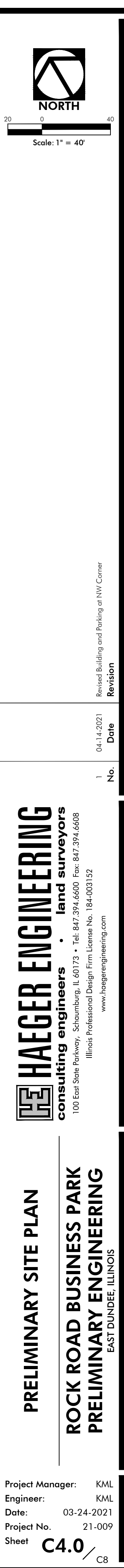


EXHIBIT C-2

DESCRIPTION OF THE PROJECT

(attached)

EXHIBIT C-2
PROJECT DESCRIPTION

The Developer, AG-HS Development Portfolio Subsidiary, L.L.C. (“**Developer**”) plans to erect on the Subject Property an approximate 172,400 square foot industrial building containing approximately 8,620 square feet of office and 163,780 square feet of warehouse. There will be approximately 44 dock doors on the north side of the building and approximately 48 truck parking spaces along the north lot line. There will be no direct access to the site from Route 72 or Commonwealth Drive, with access limited to one curb-cut out to Heinz Drive.

EXHIBIT D

DEVELOPER'S PROJECT SUBMITTALS

(attached)

Higgins Rd warehouse
Higgins Rd warehouse Cost Details
Description: Spec Light Industrial in Chicago market

Development Cost Detail		
Project Overview		
Lot Size (Acres):		10.20
Lot Sq. Ft.:		444,312
Building Square Feet:		172,405
Number of Buildings:		1
Land Value:		\$ 2,665,872.00
Land Value PSF:		\$ 6.00
Job number:		-

Cost Code	Description	Allocable Costs	Percent Allocated	Allocated Costs	PSF	Total	PSF	Notes	
Square feet by space						172,405			
Hard Costs									
Land Value									
20010	Land Value	\$ 2,665,872.00	100.0%	2,665,872	15.46	\$ 2,665,872	15.46		
40001	Due Diligence: Architectural/Structural Design		100.0%	-	-	\$ -	-		
40002	Due Diligence: Capitalized Overhead		100.0%	-	-	\$ -	-		
40003	Due Diligence: Civil Engineering		100.0%	-	-	\$ -	-		
40004	Due Diligence: Closing Costs		100.0%	-	-	\$ -	-		
40005	Due Diligence: Earnest Money (Do No Use)		100.0%	-	-	\$ -	-		
40006	Due Diligence: Environmental	2,500	100.0%	2,500	0.01	\$ 2,500	0.01		
40007	Due Diligence: Expense Report		100.0%	-	-	\$ -	-		
40008	Due Diligence: Geotechnical	25,000	100.0%	25,000	0.15	\$ 25,000	0.15		
40009	Due Diligence: Lease Review		100.0%	-	-	\$ -	-		
40010	Due Diligence: Legal	175,000	100.0%	175,000	1.02	\$ 175,000	1.02		
40011	Due Diligence: Lender Fees	71,076	100.0%	71,076	0.41	\$ 71,076	0.41		
40012	Due Diligence: Title Insurance	25,000	100.0%	25,000	0.15	\$ 25,000	0.15		
40013	Due Diligence: Transfer Taxes	4,376	100.0%	4,376	0.03	\$ 4,376	0.03		
40014	Due Diligence: Roof		100.0%	-	-	\$ -	-		
40015	Due Diligence: Seismic		100.0%	-	-	\$ -	-		
40016	Due Diligence: Surveys		100.0%	-	-	\$ -	-		
Subtotal Land Value		\$ 2,968,824		\$ 2,968,824	\$ 17.22	\$ 2,968,824	\$ 17.22		
Offsite Improvements									
Inflation		0.0%							
20040	Offsite Costs	Entrance and Utility work	50,000	100.0%	50,000	0.29	50,000	0.29	Entrance and Utility work
20040	Offsite Costs	-		100.0%	-	-	-	-	
20040	Offsite Costs	-		100.0%	-	-	-	-	
20040	Offsite Costs	-		100.0%	-	-	-	-	
20040	Offsite Costs	-		100.0%	-	-	-	-	
Subtotal Offsite Improvements		\$ 50,000		\$ 50,000	\$ 0	\$ 50,000	\$ 0		
Permits & Fees									
Inflation		0.0%							
20050	Building Permit Fees			100.0%	-	-	-	-	
20060	Utility and Impact Fees			100.0%	-	-	-	-	
20060	Other Fees		100,000	100.0%	100,000	0.58	100,000	0.58	Site Approval fees / Township water and Sewer connection fees
20060	Other Fees	-	132,885	100.0%	132,885	0.77	132,885	0.77	
20060	Other Fees	-		100.0%	-	-	-	-	
Subtotal Permits & Fees		\$ 232,885		\$ 232,885	\$ 1.35	\$ 232,885	\$ 1.35		
Shell/Site Construction Costs									
Inflation		0.0%							
Site Construction Costs									
20070	Demolition/Site Clearing		250,000	100.0%	250,000	1.45	250,000	1.45	
20225	Grading/Fine Grading		380,000	100.0%	380,000	2.20	380,000	2.20	
20080	Cut/Fill	staking	41,956	100.0%	41,956	0.24	41,956	0.24	
20090	Erosion Control		113,373	100.0%	113,373	0.66	113,373	0.66	
20110	Heavy-duty Asphalt Paving		615,017	100.0%	615,017	3.57	615,017	3.57	
20120	Exterior Concrete Reinforcing		383,380	100.0%	383,380	2.22	383,380	2.22	
20130	Concrete Sidewalks		-	100.0%	-	-	-	-	
20140	Pipe Down-spouts Allowance		-	100.0%	-	-	-	-	
20150	Storm Sewers		400,000	100.0%	400,000	2.32	400,000	2.32	
20160	Box Culvert under Pipeline Easement		-	100.0%	-	-	-	-	
20170	Domestic Waterline/Sanitary		162,128	100.0%	162,128	0.94	162,128	0.94	
20180	Traffic Signals		-	100.0%	-	-	-	-	
20190	Landscaping & Irrigation		157,867	100.0%	157,867	0.92	157,867	0.92	
20210	Design	Site Contingency	225,000	100.0%	225,000	1.31	225,000	1.31	
20220	Utility Connections		-	100.0%	-	-	-	-	
20230	General Conditions		469,350	100.0%	469,350	2.72	469,350	2.72	
20240	Project Insurance		40,253	100.0%	40,253	0.23	40,253	0.23	
20250	Project Management (HSRC FEES)			100.0%	-	-	-	-	
Building Shell									
Concrete									
20260	Footings & Foundations		476,932	100.0%	476,932	2.77	476,932	2.77	
20270	Concrete Slab		796,168	100.0%	796,168	4.62	796,168	4.62	
20280	Panels		970,452	100.0%	970,452	5.63	970,452	5.63	
20290	Masonry		30,958	100.0%	30,958	0.18	30,958	0.18	
20310	Structural Steel		900,000	100.0%	900,000	5.22	900,000	5.22	
Woods & Plastics									
20320	Rough Carpentry		20,488	100.0%	20,488	0.12	20,488	0.12	
20330	Wood Roof		-	100.0%	-	-	-	-	
20340	Finish Carpentry		-	100.0%	-	-	-	-	
Thermal & Moisture Barrier									
20350	Building Insulation		20,485	100.0%	20,485	0.12	20,485	0.12	
20360	Roofing		441,099	100.0%	441,099	2.56	441,099	2.56	
20370	Joint Sealants		19,208	100.0%	19,208	0.11	19,208	0.11	
Doors & Windows									
20380	Exterior Doors		36,720	100.0%	36,720	0.21	36,720	0.21	
20390	Interior Doors		-	100.0%	-	-	-	-	
20410	Overhead Doors		51,362	100.0%	51,362	0.30	51,362	0.30	
20420	Skylights		-	100.0%	-	-	-	-	
20430	Storefron System		86,237	100.0%	86,237	0.50	86,237	0.50	
Finishes									
20440	Finishes	canopies	41,543	100.0%	41,543	0.24	41,543	0.24	
20450	Acoustical Tile		-	100.0%	-	-	-	-	
20460	Exterior Paint		53,724	100.0%	53,724	0.31	53,724	0.31	
20470	Interior Paint		48,722	100.0%	48,722	0.28	48,722	0.28	
20480	Flooring Other		-	100.0%	-	-	-	-	
Specialties									
20490	Specialties		2,873	100.0%	2,873	0.02	2,873	0.02	
20510	Signage		14,966	100.0%	14,966	0.09	14,966	0.09	
Equipment									
20520	Dock Equipment		16,133	100.0%	16,133	0.09	16,133	0.09	
Special Construction									
20530	Security & Surveillance			100.0%	-	-	-	-	
20540	Fire Alarm			100.0%	-	-	-	-	
20550	Fire Pump			100.0%	-	-	-	-	
20560	Fire Protection		720,000	100.0%	720,000	4.18	720,000	4.18	
20570	Conveying Systems			100.0%	-	-	-	-	
Mechanical									

Higgins Rd warehouse

Higgins Rd warehouse Cost Details

Description: Spec Light Industrial in Chicago market

Development Cost Detail			
Project Overview			
Lot Size (Acres):		10.20	
Lot Sq. Ft.:		444,312	
Building Square Feet:		172,405	
Number of Buildings:		1	
Land Value:		\$ 2,665,872.00	
Land Value PSF:		\$ 6.00	
Job number:		-	

Cost Code	Description	Allocable Costs	Percent Allocated	Allocated Costs	PSF	Total	PSF	Notes
Square feet by space						172,405		
20580	Plumbing	60,000	100.0%	60,000	0.35	60,000	0.35	
20590	HVAC	80,000	100.0%	80,000	0.46	80,000	0.46	
Electrical								
20610	Electrical	150,000	100.0%	150,000	0.87	150,000	0.87	
20620	Generators		100.0%	-	-	-	-	
20630	Exterior Luminaries		100.0%	-	-	-	-	
20640	Interior Luminaries		100.0%	-	-	-	-	
20650	Incentives/rebates		100.0%	-	-	-	-	
21420	Sales Tax		100.0%	-	-	-	-	
20660	Contractor Fee	300,000	100.0%	300,000	1.74	300,000	1.74	
Subtotal Shell/Site Construction Costs		\$ 8,576,397		\$ 8,576,397	\$ 49.75	\$ 8,576,397	\$ 49.75	
Tenant Improvement Costs								
Inflation								
20670	Tenant Improvements / Tenant Allowance OVERRIDE					1,206,835	7.00	
20670	Tenant Improvements / Tenant Allowance					-	-	
21070	Tenant Reimbursements (Should be negative to offset costs)					-	-	
Permits & Fees						-	-	
Woods & Plastics								
20690	Concrete Slab					-	-	
20710	Specialty Concrete					-	-	
20720	Masonry					-	-	
20730	Rough Carpentry					-	-	
20740	Finish Carpentry					-	-	
Thermal & Moisture Barrier								
20750	Building Insulation					-	-	
20760	Roofing					-	-	
20770	Fire Proofing					-	-	
20780	Joint Sealants					-	-	
Doors & Windows								
20790	Interior Doors					-	-	
20810	Specialty Doors					-	-	
20820	Overhead Doors					-	-	
20830	Skylights					-	-	
20840	Glass & Glazing					-	-	
Finishes								
20850	Framing & Drywall					-	-	
20860	TI - Acoustical Tile					-	-	
20870	Flooring					-	-	
20880	Interior Paint					-	-	
20890	Flooring Other					-	-	
T.I. Specialties								
20910	Signage					-	-	
20940	Specialties					-	-	
Equipment								
20920	Dock Equipment					-	-	
Furnishings								
Special Construction								
20950	Security & Surveillance					-	-	
20960	Fire Alarm					-	-	
20970	Fire Pump					-	-	
20980	Fire Protection					-	-	
Conveying Systems								
Mechanical								
21010	Plumbing					-	-	
21020	HVAC					-	-	
Electrical								
21030	Electrical					-	-	
21040	Interior Luminaries					-	-	
21060	Contractor Fee					-	-	
21080	TI Sales Tax					-	-	
Subtotal Tenant Improvement Costs						\$ 1,206,835	\$ 7.00	
Above Standard Tenant Improvements						-	-	
Subtotal TI and ASTI						\$ 1,206,835	\$ 7.00	
21390	Inflation Allowance					-	-	
Total Hard Costs						\$ 13,034,941	\$ 75.61	
Soft Costs								
Design Costs								
21120	General Design Costs	-	100.0%	-	-	-	-	
Architectural								
21130	Architectural	258,608	100.0%	258,608	1.50	258,608	1.50	
Engineering								
21140	Civil Engineering		100.0%	-	-	-	-	
21150	Structural Engineering		100.0%	-	-	-	-	
21160	Landscape Design		100.0%	-	-	-	-	
21170	Special Studies		100.0%	-	-	-	-	
21180	Engineering Specialty	-	100.0%	-	-	-	-	
Soils Report								
21190	Soil Report	25,000	100.0%	25,000	0.15	25,000	0.15	
21210	Materials Testing	140,000	100.0%	140,000	0.81	140,000	0.81	
21385	LEED Certification		100.0%	-	-	-	-	
Subtotal Design Costs						\$ 423,608	\$ 2.46	
Commissions								
21220	Commissions					364,433	2.11	
21221	Soft Costs-Leasing Costs		100.0%	-	-	-	-	
Leasing costs						\$ 364,433	\$ 2.11	
Interest								

Higgins Rd warehouse
Higgins Rd warehouse Cost Details
Description: Spec Light Industrial in Chicago market

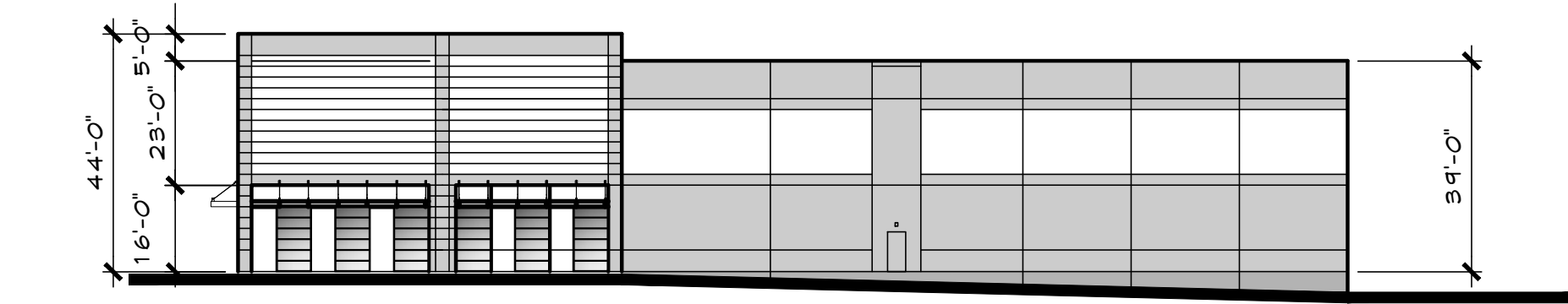
Development Cost Detail		
Project Overview		
Lot Size (Acres):		10.20
Lot Sq. Ft.:		444,312
Building Square Feet:		172,405
Number of Buildings:		1
Land Value:		\$ 2,665,872.00
Land Value PSF:		\$ 6.00
Job number:		-

Cost Code	Description	Allocable Costs	Percent Allocated	Allocated Costs	PSF	Total	PSF	Notes
Square feet by space						172,405		
Interest								
21230	Land Interest			-	-	-	-	
21240	Construction Interest			69,406	0.40	69,406	0.40	
21250	Lease Up Interest			307,721	1.78	307,721	1.78	
Subtotal Interest					\$ 2.19	\$ 377,127	\$ 2.19	
Other Financing Costs								
	Construction Loan Finance Costs	0.00%			-	-	-	
	Deferred Loan Fees				-	-	-	
	Closing Costs				-	-	-	
	Recording Costs				-	-	-	
	Survey				-	-	-	
	Title Insurance				-	-	-	
	Transfer Taxes				-	-	-	
	Appraisals				-	-	-	
Subtotal Other Financing Costs					\$ -	\$ -	\$ -	
Administration								
Administrative Expense								
21260	Legal Fees			35,000	0.20	35,000	0.20	
Subtotal Administration					\$ 0.20	\$ 35,000	\$ 0.20	
Other Soft Costs								
21340	Marketing/Photos			50,000	0.29	50,000	0.29	
21330	Lease Buyouts			-	-	-	-	
21350	Security			-	-	-	-	
21360	Travel			-	-	-	-	
21370	Builders Risk Insurance			5,592	0.03	5,592	0.03	
21380	Project Management 3rd Party			-	-	-	-	
Subtotal Other Soft Costs					\$ 0.32	\$ 55,592	\$ 0.32	
Total Soft Costs					\$ 7.28	\$ 1,255,759	\$ 7.28	
Cost Contingency								
21390	Cost Contingency			113,206	0.66	113,206	0.66	
Subtotal Cost Contingency					\$ 0.66	\$ 113,206	\$ 0.66	
Other Capital Costs								
21270	Capitalized Internal Dev. Costs			491,608	2.85	491,608	2.85	
21325	Rent		100.0%	-	-	-	-	
	Recoveries		100.0%	-	-	-	-	
21310	Construction Period Property Taxes		100.0%	63,215	0.37	63,215	0.37	
21320	Construction Period Insurance		100.0%	8,620	0.05	8,620	0.05	
21335	CAM		100.0%	43,101	0.25	43,101	0.25	
	Operating Carry (Net of Expected Rentals)			114,937	\$ 0.67	\$ 114,937	\$ 0.67	
Total Project Costs					\$ 87.07	\$ 15,010,450	\$ 87.07	

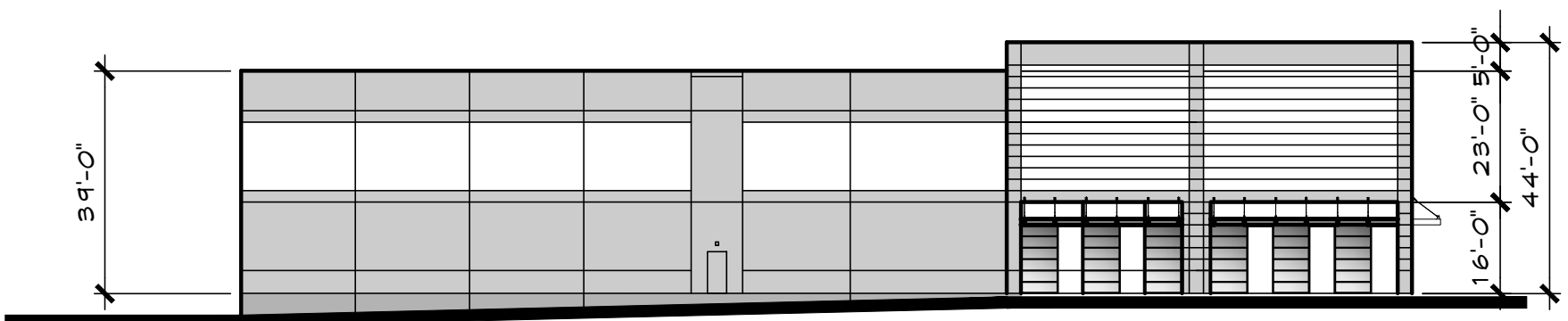
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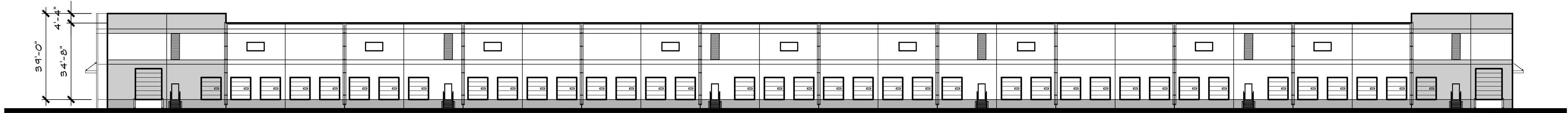
01 NORTH ELEVATION
SCALE: - 1" = 30'-0"



02 WEST ELEVATION
SCALE: - 1" = 30'-0"



03 EAST ELEVATION
SCALE: - 1" = 30'-0"



03 SOUTH ELEVATION
SCALE: - 1" = 30'-0"

BUILD TO SUIT For

JUBILEE LANE

LEWISVILLE,

TEXAS



MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.

1440 DALLAS PARKWAY
SUITE 200
DALLAS TEXAS 75244
417.960.8885

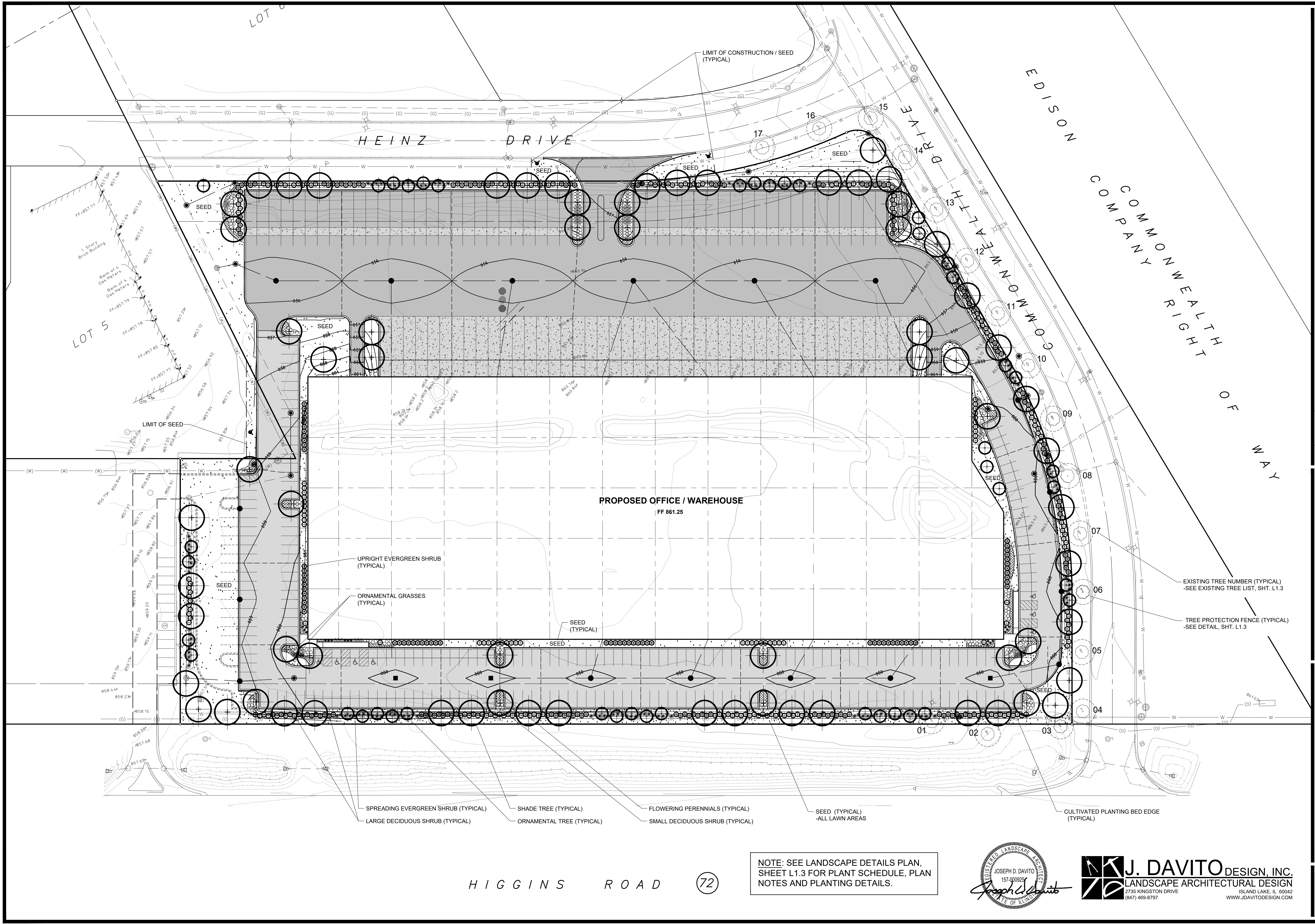
08-07-19

DATE: 01-13-2021

JOB # 20-204

SHEET:

A6.01



Scale: 1" = 40'

Revised Building and Parking at NW Corner

No.	Date	Revision
1	04-14-2021	

PRELIMINARY LANDSCAPE PLAN

ROCK ROAD BUSINESS PARK

PRELIMINARY ENGINEERING

EAST DUNDEE, ILLINOIS

HAEGER ENGINEERING

consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60193 • Tel: 847.394.6000 Fax: 847.394.6008

Illinois Professional Design Firm License No. 184-003152

www.haegerengineering.com

J. DAVITO DESIGN, INC.

LANDSCAPE ARCHITECTURAL DESIGN

2735 KINGSTON DRIVE

ISLAND LAKE, IL 60042

(847) 469-8797

WWW.DAVITODESIGN.COM

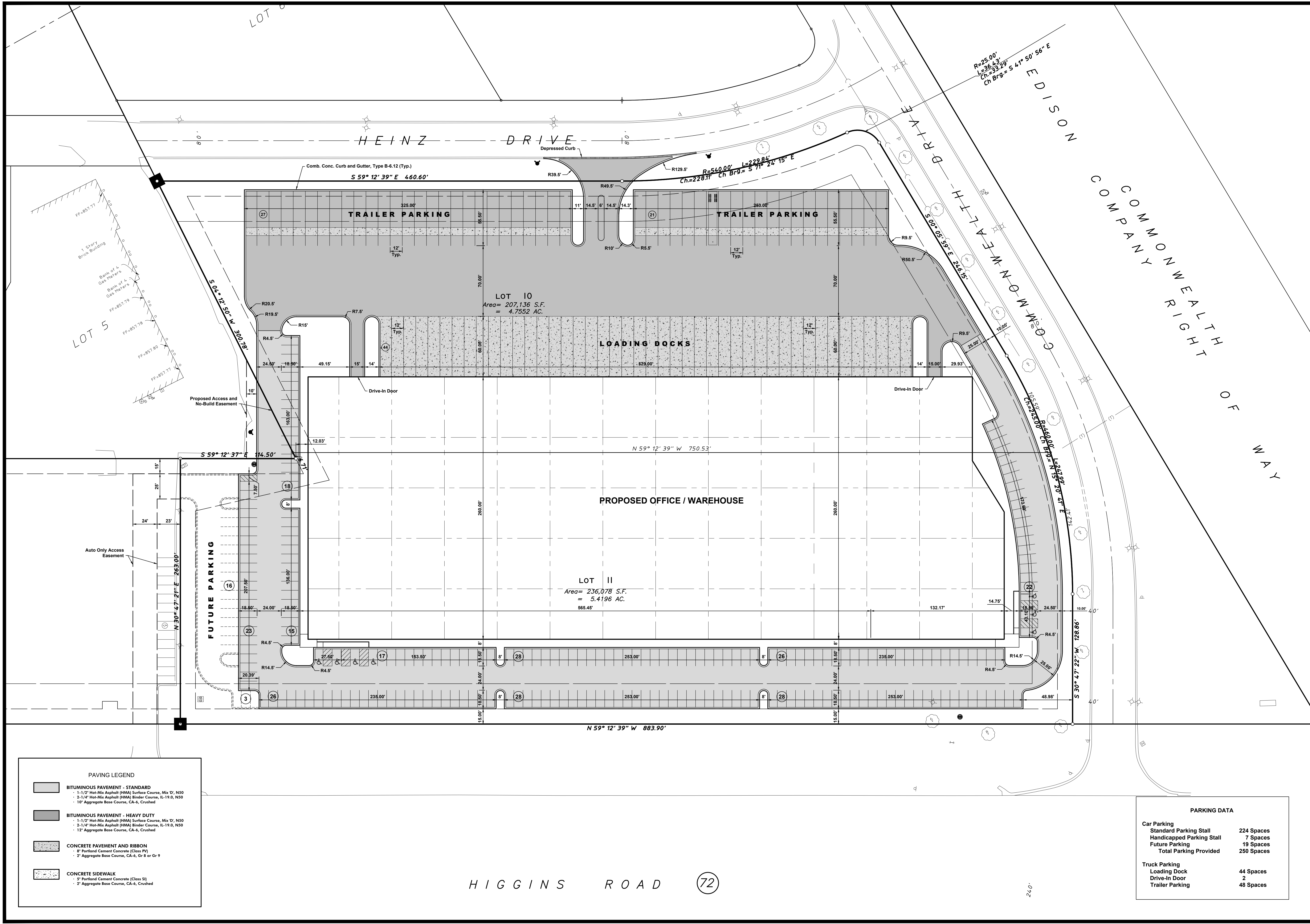
Project Manager: KML


Engineer: KML

Date: 03-24-2021

Project No. 21-009

Sheet **L1.0**





NORTH

Scale: 1" = 40'

1

No.

04-14-2021

Date

1

No.

04-14-2021

Date

PRELIMINARY SITE PLAN

ROCK ROAD BUSINESS PARK

PRELIMINARY ENGINEERING

EAST DUNDEE, ILLINOIS

HAEGER ENGINEERING

consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608

Illinois Professional Design Firm License No. 184-003132

www.haegerengineering.com

Project Manager: KML

Engineer: KML

Date: 03-24-2021

Project No. 21-009

Sheet **C4.0**

Project Manager: KML

Engineer: KML

Date: 03-24-2021

Project No. 21-009

Sheet **C4.0**

PAVING LEGEND

BITUMINOUS PAVEMENT - STANDARD

• 1-1/2" Hot-Mix Asphalt (HMA) Surface Course, Mix D, N50

• 2-1/4" Hot-Mix Asphalt (HMA) Binder Course, IL-19.0, N50

• 10" Aggregate Base Course, CA-6, Crushed

BITUMINOUS PAVEMENT - HEAVY DUTY

• 1-1/2" Hot-Mix Asphalt (HMA) Surface Course, Mix D, N50

• 2-1/4" Hot-Mix Asphalt (HMA) Binder Course, IL-19.0, N50

• 12" Aggregate Base Course, CA-6, Crushed

CONCRETE PAVEMENT AND RIBBON

• 8" Portland Cement Concrete (Class IV)

• 2" Aggregate Base Course, CA-6, Gr 2 or Gr 9

CONCRETE SIDEWALK

• 5" Portland Cement Concrete (Class III)

• 2" Aggregate Base Course, CA-6, Crushed

TRUCK PARKING

Standard Parking Stall

Handicapped Parking Stall

Future Parking

Total Parking Provided

224 Spaces

7 Spaces

19 Spaces

250 Spaces

TRUCK PARKING

Loading Dock

Drive-In Door

Trailer Parking

44 Spaces

2

48 Spaces

REVISION

1

04-14-2021

Date

1

No.

04-14-2021

Date

1

No.

04-14-2021

Date

Project Manager: KML

Engineer: KML

Date: 03-24-2021

Project No. 21-009

Sheet **C4.0**

Project Manager: KML

Engineer: KML

Date: 03-24-2021

Project No. 21-009

Sheet **C4.0**

Plot Date: Jul 07, 2021 - 3:55pm Plotted By: km.l
File Name: P:\2021\21009\Drawings\Preliminary\21009-Prelim Eng.dwg



Fwd: Development Agreement - PIN # 03-25-426-010

Michael Ruen to: Jennifer Johnsen

08/07/2020 10:09 AM

Cc: "Kevin Seay", "Ryan Trottier", "Adam Naparsteck", "Jay Puckhaber"

From: "Michael Ruen" <mruen@highstreetlp.com>
To: "Jennifer Johnsen" <JJohnsen@eastdundee.net>
Cc: "Kevin Seay" <KSeay@ploteproperties.com>, "Ryan Trottier" <rtrottier@plotehomes.com>, "Adam Naparsteck" <anaparsteck@highstreetlp.com>, "Jay Puckhaber" <jpuckhaber@highstreetlp.com>

History: This message has been replied to.

[External]

Jennifer:

Please see Mike Bielak's response below.

Thanks, Mike

Michael Ruen

High Street Logistics Properties

404 964-9391

mruen@highstreetlp.com

Begin forwarded message:

From: Michael Bielak <MBielak@dundeeassessor.com>

Date: August 6, 2020 at 7:01:36 PM EDT

To: Michael Ruen <mruen@highstreetlp.com>

Subject: RE: Development Agreement- PIN # 03-25-426-010

Mike,

Sorry I haven't gotten back to you sooner, but our assessment appeal deadline is tomorrow, and all the commercial tax reps and attorneys have been hounding me last minute.

The information you provided was very helpful. I would estimate an overall market value for land and building of about \$12,500,000 for your 172,405 sf building or \$72.50 psf. That equates to an assessed value of \$4,166,250. These are some typical assessments that have been placed on comparable properties within Dundee Township for 2020.

I hope this helps.

Mike

Michael A. Bielak
Assessor
Dundee Township
611 E. Main Street
Suite 101
East Dundee, IL 60118

Direct 847-844-0731
847-428-2634 Ext. 227

From: Michael Ruen <mruen@highstreetlp.com>
Sent: Tuesday, August 04, 2020 11:46 AM
To: Michael Bielak <MBielak@dundeeassessor.com>
Subject: FW: Development Agreement- PIN # 03-25-426-010

Mike:

Attached is the project information provided to Jennifer Johnson to initiate our proposed TIF application. In addition to the current valuations you provided me for Lots 9-10, Jennifer has requested the estimated value post completion for the respective lots.

Appreciate your help and look forward to speaking.

Thanks, Mike

Michael Ruen
High Street Logistics Properties
One Premiere Plaza
5605 Glenridge Drive, Suite 350
Atlanta, Georgia 30342
470 474-1771- O
404 964-9391- C
mruen@highstreetlp.com

From: Michael Ruen
Sent: Tuesday, July 28, 2020 2:08 PM
To: jjohnsen@eastdundee.net
Cc: Kevin Seay <KSeay@ploteproperties.com>; Adam Naparsteck <anaparsteck@highstreetlp.com>; Jay Puckhaber <jpuckhaber@highstreetlp.com>
Subject: Development Agreement- PIN # 03-25-426-010

Jennifer:

Following our call last week, please find the attached letter and exhibits. We look forward to working with you.

Please call if you need anything.

Best, Mike

Michael Ruen
High Street Logistics Properties
One Premiere Plaza
5605 Glenridge Drive, Suite 350
Atlanta, Georgia 30342
470 474-1771- O
404 964-9391- C
mruen@highstreetlp.com

85-01-2401

To: Village of East Dundee

The undersigned, having filed or expecting to file, a development petition with the Village of East Dundee, certify that I have received a copy of Village of East Dundee's Code TITLE XV; Chapter 160 and have read and understand the same and agree to make the deposits as provided in said Code Chapter, including the initial deposit of \$ 5,000.

Check # 123

Dated 02/16/2021

Type of Project: Multi-tenant Industrial Commercial Facility

Project Name: _____

Project Address: Northwest corner of Illinois Route 72 and Commonwealth Drive, East Dundee, Illinois,

PIN(s): 03-25-426-009 and 03-25-426-010

Owners Name: AG-HS Development Portfolio Subsidiary, L.L.C. Phone: _____

Owners Address: 245 Park Avenue, 24th Floor, New York, New York 10167

Mailing address : One Premiere Plaza
Owners Email: 5605 Glenridge Drive, Suite 350
Atlanta, GA 30342

Owners Signature: _____

Petitioners Name: Jay Puckhaber Phone: 470-474-1773

Petitioners Address: One Premiere Plaza, 5605 Glenridge Drive, Suite 350 Atlanta GA 30342

Petitioners Email: JPuckhaber@HighStreetLP.com

Petitioners Signature: 

Received By: 

Date: 3-5-21

High Street Development
Plote Property N. of 72
03-25-426-009 and 03-25-426-010
9/13/2021

TIF Revenue Analysis

Calendar Year	Fiscal Year	Year	Estimated EAV Increase	Estimated TIF Increment Increase	Developer %	Estimated Developer Share	Estimated Village Share Increase
2021	2022	Year 1	-	-	-	-	-
2022	2023	Year 2	-	-	-	-	-
2023	2024	Year 3	-	-	-	-	-
2024	2025	Year 4	3,774,779	339,730	50%	169,865	169,865
2025	2026	Year 5	3,812,527	343,127	50%	171,564	171,564
2026	2027	Year 6	3,850,652	346,559	50%	158,571	187,987
2027	2028	Year 7	3,889,159	350,024	0%	0	350,024
2028	2029	Year 8	3,928,050	353,525	0%	0	353,525
2029	2030	Year 9	3,967,331	357,060	0%	0	357,060
2030	2031	Year 10	4,007,004	360,630	0%	0	360,630
2031	2032	Year 11	4,047,074	364,237	0%	0	364,237
2032	2033	Year 12	4,087,545	367,879	0%	0	367,879
2033	2034	Year 13	4,128,420	371,558	0%	0	371,558
2034	2035	Year 14	4,169,704	375,273	0%	0	375,273
2035	2036	Year 15	4,211,401	379,026	0%	0	379,026

TIF Reimbursement Cap

500,000

Years to Reach Reimbursement Cap

Less than 3

Assumptions

Base EAV	391,888
Current TIF Revenue	15,561
EAV Escalator	1%
Estimated Taxable Value	12,500,000
Estimated EAV	4,166,667
Estimate EAV Increase	3,774,779
Tax Rate	9.0%
Building Completed by the end of 2022	



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

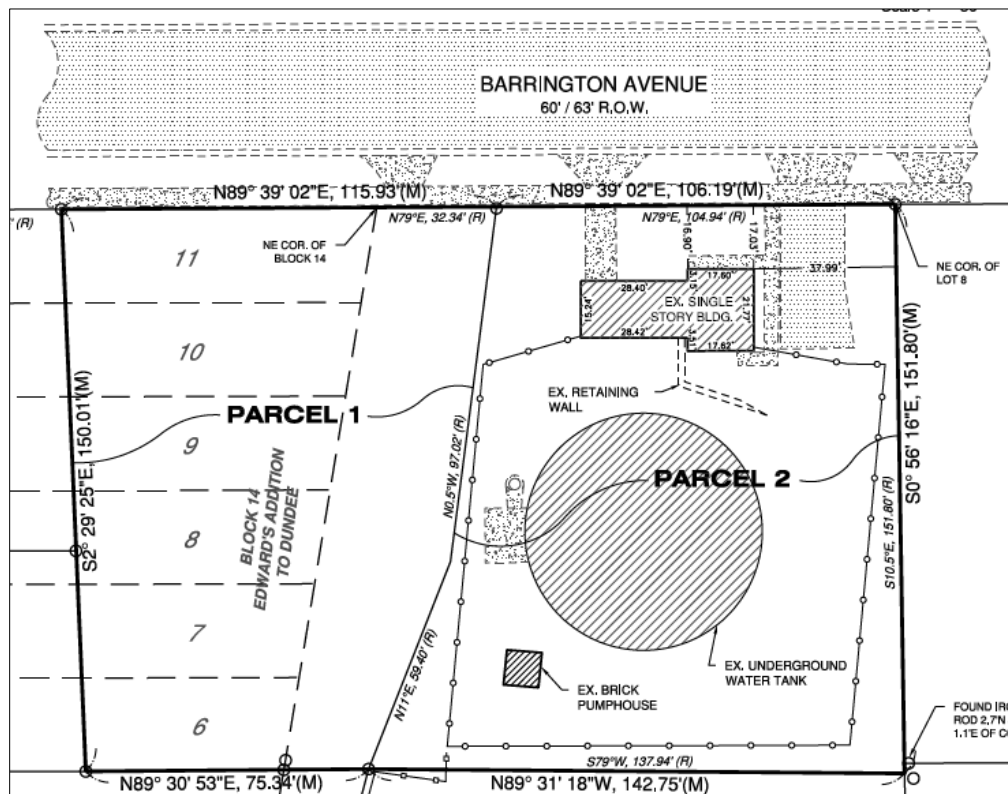
(847) 426-2822

www.eastdundee.net

To: Village President and Board of Trustees
CC: Chris Ranieri, Building Inspector
Phil Cotter, Public Works Director
From: Jennifer Ramsay, Village Administrator
Subject: Save-A-Vet Lease Agreement (408 Barrington)
Date: September 13, 2021

Background

The Village of East Dundee owns the property below located at 406 and 408 Barrington. The property is the former water treatment plant that was put out of service when the new water treatment plant was constructed in Prairie Lakes.



On July 8, 2013, the Village Board approved Ordinance 13-22, approving a lease agreement with Save-A-Vet NFP, INC for the use of the property as a residence. Save A-Vet is a nonprofit organization that takes in military and law enforcement working dogs deemed unsuitable for adoption due to health, training and work history. Save-A-Vet places these dogs into secured facilities throughout the country and hires disabled veterans to live with and care for these dogs.

Since 2013, the Village has been leasing the property to Save-A Vet for a nominal fee. Recently, we were informed that a long-term tenant of the property has moved out. Prior to allowing a new tenant to move into the property, staff is recommending that the Village Board consider terminating the lease with Save-A-Vet. As the property at 408 Barrington was not constructed as a residential unit, staff is recommending that it not be utilized as such. Following inspections conducted over the past few years, staff has formed a strong consensus that for safety, liability, legal, and public health reasons, the property should be vacated and should no longer be used as a residential unit. Although some modifications to the property were made following approval of the lease agreement, these improvements have not been significant enough to address the Village's concerns. Furthermore, the occupancy of the property has prevented the Village from removing the existing water infrastructure and considering the possibility of redevelopment or appropriate reuse of the property.

The lease agreement allows the Village to terminate the lease agreement with written notice issued at least 30 days prior to termination.

Action Requested:

Discussion and consideration of a motion terminating the lease agreement with Save-A-Vet for the property at 408 Barrington Avenue.

Attachment:

Ordinance 13-22 (An Ordinance Approving a Lease with Save-A-Vet NFP, Inc. for the Property at 408 Barrington Avenue)

Ordinance No. 13-22

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A LEASE WITH SAVE-A-VET NFP, INC. FOR THE PROPERTY AT 408 BARRINGTON AVENUE

WHEREAS, the Village of East Dundee (the "Village") is a duly organized, and validly existing home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the Village has the authority to enter into leases of Village property pursuant to section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, Save-A-Vet NFP Inc. has requested a lease of a residence owned by the Village for its veteran residential program located at 408 Barrington Road in the Village; and,

WHEREAS, the Village pursuant to the above authority hereby finds that entering into a lease with a hold harmless agreement for a residential use program by Save-A-Vet NFP Inc. is in the best interest of the Village.

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

Section 1. The Corporate Authorities of the Village hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2. That the residential lease between the Village and Save-A-Vet NFP Inc. entitled, *LEASE BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE* with its attachment *SAVE A VET NFP, INC. HOLD HARMLESS*, which are attached hereto and incorporated herein as Exhibit A, are hereby approved and Village Administrator Robert Skurla, is hereby authorized to execute and deliver said Lease on behalf of the Village of East Dundee.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by three fourths of the Corporate Authorities and publication in pamphlet form as provided by law.

Passed this 8th day of July, 2013.

AYES: Trustees Gorman, Lynam, Skillicorn, Selep, Wood
and President Miller

NAYS: Ø

ABSENT: Trustee Ruffalo

Approved this 8th day of July, 2013.

[Signature]
Village President

Attest: [Signature]
Village Clerk

Published in pamphlet form:

July 9, 2013

**SAVE A VET NFP, INC.
HOLD HARMLESS**

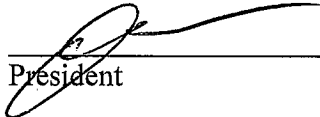
FOR AND IN CONSIDERATION of the Village of East Dundee, Kane and Cook Counties, Illinois (the "Lessor"), entering into the Lease Rental Agreement, a copy of which is attached hereto and made a part hereof, for the premises commonly known as 408 Barrington Avenue, East Dundee, with Save-A-Vet Inc., a not-for-profit corporation (the "*Lessee*"), the Lessee hereby covenants and agrees as follows:

1. To indemnify and hold harmless the Lessor, each trustee, officer, employee or agent of any of the Lessor, from and against any and all losses, claims, damages, liabilities, judgments or expenses whatsoever as a result of the Lessee's use of the Premises or presence in the Premises by the Lessee's officers, shareholders, directors, employees, residents, agents, invitees, guests or volunteers.
2. In case any proceeding shall be instituted involving any person in respect of which indemnity may be sought pursuant to the preceding paragraph, such person (the "*indemnified party*") shall promptly notify the Lessee in writing, and the Lessee shall promptly assume the defense thereof, including the employment of counsel chosen by the Lessor and approved by the Lessee and shall pay the reasonable fees and disbursements of such counsel related to such proceeding.

Dated this 11 day of July, 2013.

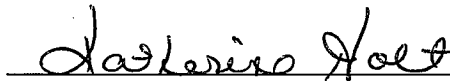
Save-A-Vet NFP Inc.

By:



President

Attest:



Secretary

LEASE

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, The Village of East Dundee, shall be referred to as "OWNER" and

Tenant(s)/Lessee, Save-A-Vet nfp, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT

agrees to rent/lease from OWNER for use solely as a Save-A-Vet residence, the premises located at

408 Barrington Ave. in the city of East Dundee, IL.

1. TERMS: RESIDENT agrees to pay in advance \$1.00 per month on the First day of each month. This agreement shall commence on May 22, 2013 and continue; (check one)

A. Thereafter it shall become a month-to-month tenancy. If RESIDENT should

move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time

that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period,

whichever is shorter.

B. on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows

The Village of East Dundee, IL. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$1.00, and a Security Deposit of N/A.

All payments are to be made payable to The Village of East Dundee.

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of

this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely

vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d)

cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount

legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to

RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall

Immediately pay said additional costs for damages to OWNER.

4. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the

peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

5. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner

into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be

responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause

clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared.

of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins,

or sinks.

6. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are

deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this

agreement.

7. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER

after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to

RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

8. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to

month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate.

Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered

vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other

property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the

termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for

additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

9. POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date,

because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any

other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written

notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any

sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated.

and begin on the date of actual possession.

10. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time

in case of emergency or suspected abandonment, OWNER shall give 24 hours advance notice and may enter for the

purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke

alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and

maintenance that in OWNER'S judgment is necessary to perform.

11. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

12. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that

part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the

validity or enforceability of any other provision of this Agreement.

13. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by

OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to

require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition,

and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

14. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

15. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

16. LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

X Lead Based Paint Disclosure Form

X EPA Pamphlet 27: ADDITIONS AND/OR EXCEPTIONS

17. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of

this Agreement: (Please check)

6 Keys # of keys and purposes _____

X House Rules X Pet Agreement _____ Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT.

No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and

hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature [Signature]

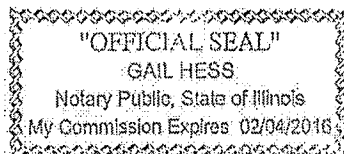
Date June 19, 2013

RESIDENT'S Signature _____

Date _____

OWNER'S or Agent's Signature [Signature]

Date June 19, 2013



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
A LAMP CONCRETE, INC.					
16956	NATIONAL TOOL DRIVEWAY	08/09/2021	159,148.35		32-38-5940
Total A LAMP CONCRETE, INC.:			159,148.35		
AFLAC					
125556	AFLAC	08/26/2021	406.56		27-01-2215
Total AFLAC:			406.56		
ALARM DETECTION SYSTEMS					
si-555706	ALARM SERVICE - POLICE	08/25/2021	418.50		01-21-5121
Total ALARM DETECTION SYSTEMS:			418.50		
ARROW SEPTIC & SEWER					
I19737	UNPLUG CLARIFIER	08/25/2021	605.00		60-33-5131
Total ARROW SEPTIC & SEWER:			605.00		
AT&T					
081321	ATT VILLAGE	08/13/2021	219.35		01-12-5320
081321	ATT W/S	08/13/2021	640.73		60-33-5320
Total AT&T:			860.08		
B&F CONSTRUCTION CODE SERVICES INC					
14694	INSPECTIONS	08/25/2021	45.00		01-25-5290
56978	MID AMERICA ELEV PLAN REVI	08/12/2021	895.50		01-25-5290
57007	BLACK & GRAY PLUMB REVIEW	08/16/2021	200.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			1,140.50		
BLUE CROSS BLUE SHIELD					
090121	BCBS ADMIN	08/17/2021	3,423.79		01-12-5060
090121	BCBS FIN	08/17/2021	609.39		01-14-5060
090121	BCBS PD	08/17/2021	18,181.21		01-21-5060
090121	BCBS BLDG	08/17/2021	1,652.97		01-25-5060
090121	BCBS PW	08/17/2021	5,026.78		01-31-5060
090121	BCBS EMP CONTRIB	08/17/2021	1,908.93		27-01-2207
090121	BCBS RETIREES	08/17/2021	6,448.78		27-01-2210
090121	BCBS WTR/SWR	08/17/2021	7,015.36		60-33-5060
Total BLUE CROSS BLUE SHIELD:			44,267.21		
CASSIDY TIRE & SERVICE					
922005793	BOBCAT TIRES	08/24/2021	950.00		01-31-5120
Total CASSIDY TIRE & SERVICE:			950.00		
CINTAS FIRST AID & SAFETY					
409324335	VH MAT CLEANING	08/18/2021	26.59		01-12-5110
Total CINTAS FIRST AID & SAFETY:			26.59		
CIVIC SYSTEMS					
CVC19857	FEE - AP ACH AND VENDOR PO	11/06/2020	2,000.00		01-14-5286

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
082321	TJ CIVIC SYMPOSIUM	08/23/2021	65.00		01-14-5430
082421	CIVIC ANNUAL TRAINING	08/24/2021	25.00		01-25-5430
Total CIVIC SYSTEMS:			2,090.00		
COM ED					
081221	COM ED VH	08/12/2021	47.79		01-31-5510
081221	COM ED STREETS	08/12/2021	102.92		28-01-5510
Total COM ED:			150.71		
COMCAST					
128670326	COMCAST	08/15/2021	415.62		01-12-5320
Total COMCAST:			415.62		
COMCAST BUSINESS					
081421	COMCAST VLG	08/14/2021	393.35		01-12-5320
081421	COMCAST PD	08/14/2021	12.63		01-21-5320
081421	COMCAST WATER/SEWER	08/14/2021	763.22		60-33-5320
Total COMCAST BUSINESS:			1,169.20		
CORE & MAIN					
P381032	WATER METERS-175 PRAIR LA	08/13/2021	3,391.06		60-33-5934
Total CORE & MAIN:			3,391.06		
DUNDEE MARATHON					
5699552	TT ICE	08/26/2021	7.13		01-37-5631
Total DUNDEE MARATHON:			7.13		
GALLS AN ARAMARK COMPANY					
18960001	UNIFORM ALLOW. - SB	08/02/2021	77.40		01-21-5080
18976112	UNIFORM ALLOW. AR	08/03/2021	56.52		01-21-5080
18990852	TASER INJ MOLD CART	08/05/2021	30.96		01-21-5630
Total GALLS AN ARAMARK COMPANY:			164.88		
GRAINGER, INC.					
9022966049	MEASURE WHEEL	08/16/2021	70.69		01-31-5640
Total GRAINGER, INC.:			70.69		
HAWKINS, INC.					
6010748	WATER CHEMICALS	08/26/2021	1,385.05		60-33-5650
Total HAWKINS, INC.:			1,385.05		
HELPING HAND IT					
21-38230	IT SERVICES SUPPORT	08/19/2021	267.50		01-12-5286
Total HELPING HAND IT:			267.50		
HOME DEPOT					
3753 081321	ELECTRICAL TAPE	08/13/2021	8.78		01-31-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HOME DEPOT:			8.78		
HOUSE OF DOORS					
17311	OVERHEAD POLICE GARAGE	07/31/2021	349.23		01-21-5121
Total HOUSE OF DOORS:			349.23		
ILLINOIS PUBLIC RISK FUND					
65666	W/C ADMIN	08/16/2021	580.80		01-12-5520
65666	W/C FIN	08/16/2021	435.48		01-14-5520
65666	W/C PD	08/16/2021	2,372.76		01-21-5520
65666	W/C BLDG	08/16/2021	290.37		01-25-5520
65666	W/C W/S	08/16/2021	441.30		01-31-5520
65666	W/C PW	08/16/2021	420.29		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			4,541.00		
ILLINOIS STATE POLICE					
18-190	FORFEITURE CASE 18-190	08/26/2021	76.00		01-09-4717
18-5814	FORFEITURE CASE 18-5814	08/26/2021	1,116.00		01-09-4717
19-2771	FORFEITURE CASE 19-2771	08/26/2021	2,927.00		01-09-4717
19-6342	FORFEITURE CASE 19-6342	08/26/2021	3,955.00		01-09-4717
Total ILLINOIS STATE POLICE:			8,074.00		
ILLINOIS STATE POLICE BUREAU OF ID					
070121	BACKGROUND CHECKS	07/01/2021	56.50		01-12-5290
Total ILLINOIS STATE POLICE BUREAU OF ID:			56.50		
IMPACT NETWORKING					
2229458	TONER SHIPMENT	08/16/2021	6.50		01-12-5340
2229458	TONER SHIPMENT	08/16/2021	6.50		01-14-5340
2229458	TONER SHIPMENT	08/16/2021	6.50		01-25-5340
Total IMPACT NETWORKING:			19.50		
INIS COHEN COVE REALTY					
12200-10	REFUSE	08/18/2021	11.34		01-09-4889
12200-10	SEWER	08/18/2021	51.02		60-09-4509
12200-10	WATER	08/18/2021	51.02		60-09-4510
Total INIS COHEN COVE REALTY:			113.38		
JOSEPH D. FOREMAN & CO.					
36006	VALVE BOX	08/09/2021	40.00		60-33-5140
Total JOSEPH D. FOREMAN & CO.:			40.00		
L & A AUTOMOTIVE					
3710	LIGHTING CHECK PW#21	08/04/2021	150.32		60-33-5120
Total L & A AUTOMOTIVE:			150.32		
LAKE JULIAN CONTRACTING INC					
971	SAN SEWER CLEAN - IL 72	08/20/2021	1,500.00		60-33-5141

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total LAKE JULIAN CONTRACTING INC:			1,500.00		
LAUTERBACH & AMEN, LLP					
58201	FY 21 AUDITING SE	08/23/2021	10,990.00		01-14-5210
58201	FY 21 AUDITING SE	08/23/2021	4,710.00		60-33-5210
Total LAUTERBACH & AMEN, LLP:			15,700.00		
LIBERTY PROCESS EQUIPMENT					
88852-IN	PUMP 902 REBUILD	08/19/2021	7,658.00		60-33-5131
88886-IN	PARTS FOR SLUDGE PUMP	08/23/2021	324.00		60-33-5131
88895-IN	PART FOR SLUDGE PUMP	08/23/2021	188.00		60-33-5131
Total LIBERTY PROCESS EQUIPMENT:			8,170.00		
MCGINTY BROS., INC					
227418	TREE REMOVAL - VAN BUREN	08/11/2021	1,500.00		01-31-5190
Total MCGINTY BROS., INC:			1,500.00		
MIDWEST MATERIAL MANAGEMENT					
MM-82712	CHIPS DUMPED	08/07/2021	314.24		01-31-5570
Total MIDWEST MATERIAL MANAGEMENT:			314.24		
MIDWEST SALT					
P458899	SOFTNER SALT	08/25/2021	2,885.35		60-33-5650
Total MIDWEST SALT:			2,885.35		
NICOR GAS					
081921	NICOR S/W	08/19/2021	488.76		60-33-5510
Total NICOR GAS:			488.76		
PACE SYSTEMS, INC.					
00038337	PACE SCHEDULER AN	08/25/2021	1,500.00		01-21-5410
Total PACE SYSTEMS, INC.:			1,500.00		
PADDOCK PUBLICATIONS, INC					
189800	485 DUNDEE - BANQ FAC	08/21/2021	58.65		01-01-1112
189800	315 4TH ST - AXE THROW LOU	08/21/2021	65.55		01-01-1112
Total PADDOCK PUBLICATIONS, INC:			124.20		
PRINCIPAL FINANCIAL GROUP LIFE INSURANCE					
090121	ADMIN VIS DENT LIFE	09/01/2021	272.52		01-12-5060
090121	FIN VIS DENT LIFE	09/01/2021	69.02		01-14-5060
090121	PD VIS DENT LIFE	09/01/2021	1,417.68		01-21-5060
090121	BLDG VIS DENT LIFE	09/01/2021	130.22		01-25-5060
090121	PW VIS DENT LIFE	09/01/2021	416.21		01-31-5060
090121	EMP CONT VIS DENT LIFE	09/01/2021	494.14		27-01-2208
090121	W/S VIS DENT LIFE	09/01/2021	577.50		60-33-5060

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total PRINCIPAL FINANCIAL GROUP LIFE INSURANCE:			3,377.29		
QUADIENT FINANCE USA, INC					
6594 082421	ADMIN POSTAGE	08/24/2021	19.33		01-12-5680
6594 082421	ADMIN POSTAGE BOARD	08/24/2021	19.32		01-12-5680
6594 082421	FINANCE POSTAGE	08/24/2021	19.32		01-14-5680
6594 082421	POLICE POSTAGE	08/24/2021	19.32		01-21-5680
6594 082421	BLDG POSTAGE	08/24/2021	19.32		01-25-5680
6594 082421	WATER POSTAGE	08/24/2021	19.32		60-33-5680
Total QUADIENT FINANCE USA, INC:			115.93		
RALPH HELM, INC					
347912	ROAD STRIPER REPAIR	08/24/2021	261.09		01-31-5130
347316	CHAIN SAW	08/11/2021	334.98		01-31-5640
Total RALPH HELM, INC:			596.07		
SANDY NGUYEN					
1485003	REFUSE	08/18/2021	9.02		01-09-4889
1485003	SEWER	08/18/2021	40.57		60-09-4509
1485003	WATER	08/18/2021	40.57		60-09-4510
Total SANDY NGUYEN:			90.16		
SIMPLIFILE, LC					
15003633468	LIEN FILING 183 DUNBAR	08/24/2021	65.00		60-33-5230
Total SIMPLIFILE, LC:			65.00		
STAPLES ADVANTAGE					
8063170989	OFFICE SUPPLIES	08/07/2021	10.49		01-21-5610
8063322946	OFFICE SUPPLIES	08/21/2021	43.97		01-21-5610
Total STAPLES ADVANTAGE:			54.46		
TRIUMPH DEVELOPMENT					
080121	ESCROW CREDIT DUE - YULIVA	08/01/2021	16,253.20		85-01-2397
Total TRIUMPH DEVELOPMENT:			16,253.20		
UNIQUE PRODUCTS (ELGIN PAPER COMPANY)					
416774	PAPER TOWELS / LINERS	08/13/2021	174.74		01-31-5110
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			174.74		
US BANK					
8646 082521 J	ADOBE	08/25/2021	252.73		01-12-5286
8646 082521 J	ZOOM	08/25/2021	14.99		01-12-5286
0113 082521 B	SIR	08/25/2021	15.77		01-12-5410
0113 082521 B	AMAZON PRIME	08/25/2021	12.99		01-12-5410
0113 082521 B	LANDS END KD	08/25/2021	45.95		01-12-5630
0113 082521 B	AMAZON ORDER FIN	08/25/2021	24.99		01-14-5610
2107 082521 J	UNIFORM KL	08/25/2021	77.95		01-21-5080
2107 082521 J	UNIFORM KL	08/25/2021	309.95		01-21-5080
2665 082521 G	TRAINING HOTEL	08/25/2021	628.62		01-21-5420

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
2665 082521 G	TRAINING MEALS	08/25/2021	91.33		01-21-5420
2665 082521 G	HOTEL BOOKING FEE	08/25/2021	14.99		01-21-5420
0113 082521 B	AMAZON ORDER PD	08/25/2021	105.58		01-21-5610
2107 082521 J	TACTICAL LIGHT	08/25/2021	231.12		01-21-5630
2107 082521 J	HOLSTERS	08/25/2021	251.97		01-21-5630
2107 082521 J	SPECIAL ORDER	08/25/2021	58.85		01-21-5630
5082 082521 A	TASER HOLDER	08/25/2021	85.45		01-21-5630
3999 082521 P	APPLE ICLOUD STG	08/25/2021	.99		01-31-5320
2601 082521 P	CHIPPER	08/25/2021	747.50		01-31-5530
2601 082521 P	STUMP GRINDER	08/25/2021	517.50		01-31-5530
8646 082521 J	MAILCHIMP	08/25/2021	35.99		01-37-5410
0113 082521 B	FAC	08/25/2021	35.37		01-37-5630
5824 082521 G	APPLE ICLOUD	08/25/2021	.99		60-33-5320
5824 082521 G	WATERCON CONF - GREGG	08/25/2021	12.61		60-33-5420
5824 082521 G	WATERCON CONF - GREGG	08/25/2021	7.19		60-33-5420
5824 082521 G	WATERCON CONF - GREGG	08/25/2021	305.10		60-33-5420
Total US BANK:			3,886.47		
USA BLUEBOOK					
700960	WW SUPPLIES	08/19/2021	59.65		60-33-5630
706997	WW LAB SUPPLES	08/25/2021	339.82		60-33-5630
Total USA BLUEBOOK:			399.47		
VERIZON WIRELESS					
9885910020	VERIZON ADMIN	09/02/2021	155.83		01-12-5320
9885910020	VERIZON FIN	09/02/2021	56.66		01-14-5320
9885910020	VERIZON PD	09/02/2021	195.40		01-21-5320
9885910020	VERIZON B&Z	09/02/2021	56.66		01-25-5320
9885910020	VERIZON PW	09/02/2021	255.33		01-31-5320
9885910020	VERIZON SWR/WTR	09/02/2021	241.07		60-33-5320
Total VERIZON WIRELESS:			960.95		
VORTEX TECHNOLOGIES, INC					
6458	CALIB. OF FLOW METERS	08/06/2021	2,490.00		60-33-5131
Total VORTEX TECHNOLOGIES, INC:			2,490.00		
WAGeworks, INC					
2983557	BENEFIT JULY 2021	08/16/2021	158.00		01-12-5060
Total WAGeworks, INC:			158.00		
WAL-MART COMMUNITY					
1637202471	WDW/TT SUPPLIES	08/07/2021	145.67		01-37-5790
Total WAL-MART COMMUNITY:			145.67		
WAREHOUSE DIRECT OFFICE PRODUCTS					
5025509-0	NOTARY STAMP SS	08/18/2021	29.50		01-21-5630
Total WAREHOUSE DIRECT OFFICE PRODUCTS:			29.50		
WAYPOINT HOMES					
830004	REFUSE	06/18/2021	3.13		01-09-4889

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
830004	SEWER	06/18/2021	14.08		60-09-4509
830004	WATER	06/18/2021	14.08		60-09-4510
Total WAYPOINT HOMES:			31.29		
XYLEM DEWATERING SOLUTIONS					
B85412	HILL ST LS PARTS	08/13/2021	1,183.00		01-31-5140
B85412	HILL ST LS PARTS	08/13/2021	1,183.00		60-33-5952
Total XYLEM DEWATERING SOLUTIONS:			2,366.00		
Grand Totals:			293,664.09		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.