



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, July 17, 2023

6:00 PM

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated May 15, 2023 and June 26, 2023](#)
 - b. [Motion to Accept the Warrants Lists in the Amounts of \\$220,303.96 and \\$137,895.76](#)
 - c. [Motion to Approve an Ordinance Approving the Plat of Easement Release and Plat of Easement Grant](#)
 - d. [Motion to Approve the purchase of a 2024 Genie Articulated Boom Lift \(Model Z-45 XC\) from Altorfer CAT in the amount of \\$81,242](#)
 - e. [Motion to Approve an Ordinance Amending Village Code Section 30.09, *Standing Committees*, and Section 30.18, *Committee of the Whole*, Consolidating the Village of East Dundee's Standing Committees](#)
 - f. [Motion to Approve an Ordinance Amending Village Code Section 93.11, *Noise*, to Keep the Prohibited Noise Times and Dates Consistent Within the Section and to Match Village Practices](#)
 - g. [Motion for Approval to Authorize the Release of a Letter of Credit for PAL Land \(250 Patricia, East Dundee, IL\) in the Amount of \\$35,608.08 from Wintrust Bank for Water Main Improvements at this Location](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance Amending the Number of Class A Liquor Licenses \(Club Copa Cabana\)](#)
 - b. [Motion to Approve a Resolution Awarding a Bid to Arrow Road Construction](#)

- Company in the Amount of \$375,527.00 for the 2023 Street Improvement Project and Authorize a Total Expenditure of Up to the Budgeted Amount of \$471,700.00
- c. Motion to Approve a Resolution Authorizing an Engagement Letter with Griffin Williams McMahon & Walsh LLP
 - d. Discussion and Direction in Response to a Proposal Made to the Village by Verizon Wireless to enter into a New Lease Agreement for the Placement of Cellular Antennae Equipment on Village Property

7. Village President and Board Reports

8. Staff Reports

9. Executive Session

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

10. Adjournment

CALL TO ORDER

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

ROLL CALL:

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

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

PLEDGE OF ALLEGIANCE: Recited

ADMINISTRATION OF THE OATH OF OFFICE

a. Trustee Richard W. Treiber III

Trustee Treiber was sworn in by Clerk Diehl.

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated April 17, 2023**
- b. Motion to Accept the Warrants Lists in the Amounts of \$198,001.66 and \$214,626.69**
- c. Motion to Approve a Resolution Approving a Temporary Structure "Tent" Permit for 1 Year at 306 and 308 N. River St. (Aliano's Ristorante)**
- d. Motion to Approve a Resolution Approving the Purchase of Water Softening Salt from Compass Minerals at a Unit Price of \$140.00 Per Ton**
- e. Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Engineering Services Agreement with Gerald L. Heinz & Associates for the 2023 Street Improvement Program in an Amount Not-To-Exceed \$55,000**
- f. Motion to Approve a Resolution Authorizing the Proposal Award of Village Owned Property Located at 525 Main St. to Capri Development, LLC**

Motion to remove **Item f** from the Consent Agenda for Discussion by Brittin/Kunze.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

Motion to approve consent agenda **Items a, b, c, d and e** by Kunze/Mahony.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

- f. Motion to Approve a Resolution Authorizing the Proposal Award of Village Owned Property Located at 525 Main St. to Capri Development, LLC**

Motion to Approve a Resolution Authorizing the Proposal Award of Village Owned Property Located at 525 Main St. to Capri Development, LLC by Kunze/Sauder.

Discussion:

Administrator Storlie explained that the Village owns the property located at 525 E. Main Street and it has been vacant for some time now. She stated that the Village has been approached by a developer that is interested in acquiring the property and constructing a retail strip mall. Being in a TIF District, the property was advertised to the public for three weeks with this being the only proposal received. Staff will negotiate a redevelopment agreement with the developer to bring back to the Village Board for approval.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

OTHER AGENDA ITEMS:

a. Discussion of a Request from River Street Tavern to Use Public Parking Spaces for Outdoor Dining

Loren Rattner, owner of River Street Tavern, addressed the Board requesting permission for an outdoor seating area on public property for one more year. Trustee Brittin responded that the Police Department has concerns for safety and neighboring businesses are not in favor of using the limited parking spaces available for their customers. She said that the requested area is difficult to allow for outdoor dining. Trustee Saviano was in favor of allowing one more year as long as another option is worked out for the future. Trustee Treiber was also in favor of allowing one more year. Trustees Kunze, Sauder, Mahony and Brittin were not in favor. The request was denied.

b. Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Live Entertainment

Motion to Approve an Ordinance Amending the Various Sections of the Village of East Dundee Village Code Regarding Live Entertainment by Sauder/Saviano.

Discussion:

Administrator Storlie explained that at its last two meetings, the Planning and Zoning Commission discussed live entertainment in the Village and how it relates to permitted uses of restaurants with and without live entertainment according to the zoning code. The discussion item was brought before the Commission due to an internal review by staff when researching loud noise complaints resulting from various restaurants in the Downtown Business District. The Commission recommended adding two definitions to the zoning code, one for *Live Entertainment* and one for *Taverns*. Any businesses affected by the new definitions will need to apply for a special use permit, appear before the Planning and Zoning Commission and then appear before the Village Board for final approval. Attorney Gandurski added that the special use creates conditions upon which the businesses are allowed to use it and it creates conditions that help alleviate the negative impact in the neighborhood. After some discussion, there was consensus to amend the *Live Entertainment* definition to include *amplified* to read: *other amplified entertainment performances*. And to also include *unamplified* to read: *unamplified background music*. The Village Board directed staff to waive any associated fees to the applicant as part of this code update process.

Motion to Approve an Ordinance Amending the Various Sections of the Village of East Dundee Village Code Regarding Live Entertainment to include the language amendments discussed and read into the record by the Village Attorney by Mahony/Treiber.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

c. Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Banquet Halls

Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Banquet Halls by Brittin/Treiber.

Discussion:

Administrator Storlie stated that there is a business owner who would like to open a banquet facility at a property in the M1 business district. Currently village code does not allow for banquet facilities in the M1 district. The Board agreed with the proposed *Banquet Hall* definition by the Planning and Zoning Commission.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

d. Motion to Approve an Ordinance Implementing an Updated Personnel Manual for the Village of East Dundee

Motion to Approve an Ordinance Implementing an Updated Personnel Manual for the Village of East Dundee Treiber/Brittin.

Discussion:

Administrator Storlie stated that the process to update the personnel manual has been quite a laborious. She advised that the village's labor counsel did weigh in on it and several provisions were edited based on that feedback. She stated that there will always be updates and when updates are made, staff will be notified, and the update will be explained.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Saviano, Treiber and Sauder. Nays – 0. Absent – 0. Motion carries.

e. Discussion and Consideration of Potential Consolidation of Existing Committees

Administrator Storlie stated that there are committees that have not met in several years and wanted to see if there was a desire to consolidate some of these. She said that one option for consolidation would be to combine all committees, except Community Events, under General Village leaving Committee of the Whole, Community Events and General Village (Finance, Public Safety, Streets & Utility). Trustee Mahony suggested that Depot related items be combined with the Community Events Committee. The Board agreed with this suggestion as well as consolidating all other committees under the Committee of the Whole.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Advised that he received a thank you card from the Dundee Historical Society for the donation by the Village. He also advised that he attended the training event offered by the Village's law firm, Elrod & Freidman, and it was very informative.

Brittin: Requested that maintenance be done to the grounds at the 408 Barrington Avenue property while it is going through its RFP process. Next, she reminded that the spongy moth aerial treatment will be taking place this coming Wednesday. Lastly, she asked what the status was for the recruitment of members for the Planning and Zoning Commission. President Lynam stated that he is waiting on a few responses from folks he reached out to, along with a Police Commission position as well.

Kunze: Reported that he visited the Dundee Historical Society to give them the Village's donation and they were elated to receive it. Next, he asked if the Village is registered as a Tree City USA member. Public Works Director Cotter advised that the Village has been a member for 5 consecutive years. He stated that the village is recognized with 2 Tree City signs in town.

Mahony: Reported that door-to-door solicitors has been a topic of discussion on social media recently. She advised that the Village has requirements in place for soliciting in the village. Chief Kruger stated that he and the Village Attorney are going to review the current ordinance for this to see what is still valid or what may need to be amended since there have been many changes in case law over the years. Next, Trustee Mahony

reported that the summer event season kicked off this past Saturday with the opening of the Depot Market. She said that she attended the Village's annual shredding event this past Saturday as well.

Sauder: Reported that July 5 is the potential start date for the public mural project and is expected to be completed in 6 days, weather pending. Next, he advised that there is now one vacancy on the Arts Council and there are two members that are due for reappointment. Lastly, he thanked the Village's law firm, Elrod & Freidman, for hosting a training event for staff and the Village Board. He highly recommended the program.

Saviano: None

Treiber: None

REPORTS: STAFF

Village Administrator: Storlie advised that the Village Board will meet next on June 26.

Village Attorney: None

Police Chief: Kruger advised that this Friday is the annual Special Olympics Cop on a Rooftop event and personnel will be participating at the East Dundee Dunkin Donuts. Next, he proudly announced that Sergeant Ritter graduated from the Northwestern University School of Police Staff and Command. He said that he believes that this is the first graduate from this program since 1993, when both he and former Chief Pena graduated from the program. He advised that a second sergeant is scheduled to attend in October.

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

EXECUTIVE SESSION: Yes

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:43 p.m. for (c)(5) Acquisition of Property and (c)(6) Sale of Property by Kunze/Treiber.

Roll: Ayes – 7 – Mahony, Kunze, Brittin, Saviano, Sauder, Treiber and President Lynam. Nays – 0. Absent – 0. Motion carries. Meeting adjourns.

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

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

CALL TO ORDER

Trustee Mahony called to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Brittin, Savino, Treiber, Sauder, Mahony, Kunze were present. President Lynam was absent.

Also in attendance: Village Administrator Erika Storlie, Assistant to the Village Administrator / Deputy Clerk Franco Bottalico, Chief of Police Jim Kruger, Finance and Administrative Services Director ("FASD") Brandiss Martin, Director of Public Works Phil Cotter, Public Works Superintendent Gregg Goetz, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, and Village Attorney Caitlyn Culbertson.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT:

George Bowers – Property Owner of East Dundee

Regarding 408 Barrington, Mr. Bowers expressed his concern on certain construction methods of the demolition process and inquired on the zoning process.

Gary Mueller – Property Owner of Rosie O'Hare's Public House 702 Water St.

Mr. Mueller expressed his dismay with the watermain replacement project coordination that is taking place in front of his business.

CONSENT AGENDA:

- a. **Motion to Approve the Regular Village Board Meeting Minutes Dated May 1, 2023**
- b. **Motion to Accept the Warrants Lists in the Amounts of \$61,161.99, \$645,000.26, \$12,782.67, and \$305,236.86**
- c. **Motion to Approve a Resolution Approving an Independent Contractor Agreement between the Village of East Dundee and Hughes Environmental Consulting, Inc. for Wastewater Operator Services**
- d. **Motion to Approve an Ordinance Authorizing the Transfer of a Class E-4 Liquor License**
- e. **Motion to Approve an Amendment to Ordinance No. 23-17 Authorizing Execution of a Real Estate Sale Agreement and Purchase of Real Property (Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois)**
- f. **Motion to Approve an Ordinance Amending Village Code Section 10.06 Fiscal Year to Begin on the First Day of January**
- g. **Motion to Approve a Resolution Authorizing an Agreement with Pete's A Towing**
- h. **Motion to Approve a Resolution Approving a Contract Agreement between the Village of East Dundee and DebtBook for Lease Debt and Lease Management Software**

The Board agreed to remove items **e, g and h** from the consent agenda for discussion.

Motion to approve items **a, b, c, d and f** by Kunze/Brittin

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.

Motion carries.

e. Motion to Approve an Amendment to Ordinance No. 23-17 Authorizing Execution of a Real Estate Sale Agreement and Purchase of Real Property (Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois) by Kunze/Brittin

Trustee Brittin inquired why the environmental portion did not need to be included. Administrator Storlie stated the Village has conducted testing in the immediate adjacent area, so this area would not be surprising to find, along with other non-material changes.

Trustee Kunze commented to consider opening this area up for public parking. Administrator Storlie agreed.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

g. Motion to Approve a Resolution Authorizing an Agreement with Pete's A Towing by Brittin/Sauder

Administrator Storlie gave a background of the current towing practices and how this will change. She explained the current handshake agreement between two contractors, and she explained that issuing an RFP and entering into a contract is better practice.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

h. Motion to Approve a Resolution Approving a Contract Agreement between the Village of East Dundee and DebtBook for Lease Debt and Lease Management Software by Sauder/Saviano

FASD Martin gave a background to the reason needing this software. She stated the GSAB has implemented Statement 87 which requires the Village to layout its leases and monetize them. A second GASB statement is regarding subscription services that the Village utilizes and must be monetized and laid out in a manner to track.

Trustee Mahony asked if this is a one-time thing or do we anticipate this to continue each year. FASD Martin explained that this would be a recurring service expense.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

OTHER AGENDA ITEMS:

a. Motion to Approve an Ordinance Amending the Number of Video Gaming Licenses (Speedway) by Treiber/Saviano

Administrator Storlie explained that Speedway provided a mockup of the gaming location, however, the Village was waiting for Speedway to satisfactorily complete a list of punch list items.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

b. Motion to Approve an Ordinance Granting a Special Use Permit Allowing Biochar Operations as Described in Section 157.065(A)(1)(L)(3), Located at 569 Rock Road Drive, East Dundee, IL 60118 (Pin 03-25-200-015) in the M-2 Limited Manufacturing District by Brittin/Saviano

Administrator Storlie invited the applicants to come forward. The applicant gave a brief background to the

Board on biochar and explained agriculture uses and applications.

Administrator Storlie inquired on the sale of biochar. The Applicant clarified that the main goal is wholesale and selling to their customers.

Trustee Sauder inquired if there were any odors emitting from the process. The applicant stated it should not be an issue.

Trustee Sauder inquired about liquid contamination in waste water. The applicant explained there should be no water effluent from this process.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

c. Motion to Approve a Resolution Approving an Agreement between The Village of East Dundee, Illinois and Axon Enterprises for Body Worn Cameras, Vehicle Cameras and Associated Software by Treiber/Brittin

Trustee Brittin inquired if this was in the budget this year. Chief Kruger stated it is. She asked if these new cameras would be obsolete as far as technology purposes. Chief replied that after 5 years we will stay obsolete as part of the contract.

Trustee Mahony inquired if there was any training time that is associated with this. Chief Kruger stated there will be a few weeks of learning curve. She inquired what is currently being recorded. Chief Kruger states that is the vehicle's audio recording, which will be eliminated since the new cameras will integrate both the video and body cameras audio together into one audio recording.

Chief Kruger explained the various benefits to this new system as far as operations and usability.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0.
Motion carries.

d. Discussion Involving Compliance with the Illinois Lead Service Line Replacement and Notification Act (ILSLRNA) and Direction on Funding Options for the Future Replacement of Lead Service Lines in East Dundee

PW Director Cotter gave an intro this item. He introduced Kaitlin Wright from Baxter & Woodman who will provide the Board with a power point presentation. PW Director Cotter stated he would bring options to the Board later this year to figure out how to move forward with these requirements.

Wright introduced herself to the Board and her experience in this industry and with the Village. She explained the ownership of a service line as far as property owners vs. the Village's publicly maintained and owned pipes. Wright stated that the law is going to require an entire water service line to be replaced if it contains lead. Wright stated that the Village has approximately 3,150 water utility customers and 1,487 water service lines, of which, 243 are lead service lines. 382 service lines are an unknown material. Federal EPA laws will need compliance by October 16, 2024, as well as other public education and notification requirements and funding opportunities.

Wright gave an example that the average cost of a service line replacement from the water main to the water meter inside of a property is approximately \$12,000 to \$16,000. She gave examples of budgeted items to consider for the Village in the future years.

e. Motion to Approve a Resolution Approving an Agreement between The Village of East Dundee, Illinois and Clark Hill for Labor and Employment Law Services by Kunze/Treiber

Administrator Storlie stated since December the Village has been using Elrod Freidman for Village Attorney, but there has been a need for more specialized need in labor and employment law issues.

Trustee Kunze asked if this will represent us during union issues, and Administrator Storlie said this most likely would.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0. Motion carries.

FINANCIAL REPORTS: None

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Absent.

Brittin: Inquired on plans for Event Committee meetings and clarified that July 17, 2023 is the next Board meeting.

Kunze: Inquired on the status of the Depot RFP at the Events Committee. He commented on potentially acquiring Firemen's Park in East Dundee from the Firefighter's Association who may be willing to sell. He commented on the parking garage's location. He commented on the possibility of one day closing Water Street from Barrington to the south side of the park, and potentially extending the park to the Fox River as something to consider for traffic mitigation.

Mahony: Commented on comments she received from residents on the increase in truck traffic on Van Buren and shared that they are claiming that these trucks may be exceeding the weight limit, but she does not know if that to be true. She also asked that all village staff work better on public communications and disseminating information to the public in more than one way. She commented on the Flag Day event and if its possible to tie it to an evening event instead of during the day. Lastly, she commented on good turn out at recent events.

Sauder: Updated the Board on the Arts Council mural and chalk arts.

Saviano: None

Treiber: None

REPORTS: STAFF

Public Works Director: Updated on the spongy moth issue.

Assistant to the Village Administrator: Advised the Board of upcoming PZHC public hearing for a PUD.

EXECUTIVE SESSION: Yes

Motion to adjourn the regular Village Board meeting to executive session at 8:10 p.m. for c11 pending litigation, c1 personnel and legal counsel, and c5 acquisition of property by Kunze/Brittin

Roll: Ayes – 6 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, and Sauder. Nays – 0. Absent – 0. Motion carries.

Respectfully submitted,

Franco Bottalico

By: _____
Village President, Jeffrey Lynam

Attest: _____
Assistant to the Village Administrator /
Deputy Village Clerk, Franco Bottalico

DRAFT

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE CLEANERS SUNG LEE					
090122	UNIFORM CLEANING	05/01/2023	1,572.24		01-21-5080
Total ACE CLEANERS SUNG LEE:			1,572.24		
AFLAC					
362093	AFLAC	06/26/2023	797.00		27-01-2215
Total AFLAC:			797.00		
AMTRUST NORTH AMERICA					
QWC1298908	BILL ZELSDORF - WC POLICY	06/28/2023	505.00		01-12-5520
Total AMTRUST NORTH AMERICA:			505.00		
ANDREA GOYTIA					
09614	REFUND - PAID TIX TWICE	06/22/2023	60.00		01-09-4720
Total ANDREA GOYTIA:			60.00		
ASSURANT FIRE PROTECTION, LLC					
18085	FIRE ALARM WW	06/26/2023	530.00		60-33-5111
18086	FIRE ALARM WW	06/26/2023	514.00		60-33-5111
Total ASSURANT FIRE PROTECTION, LLC:			1,044.00		
B&F CONSTRUCTION CODE SERVICES INC					
17758	INSPECTIONS	06/26/2023	450.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			450.00		
BAXTER AND WOODMAN CONSULTING ENGINEERS					
247620-24762	MS4 SERVICES	06/21/2023	2,000.00		01-31-5220
247620-24762	DESIGN ENG FOR WATER ST W	06/21/2023	8,157.75		34-01-5950
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			10,157.75		
BONKOSKI LAWN CARE, INC.					
061923	MOW VARIOUS ROW AND VILL	06/19/2023	4,485.00		01-31-5110
061923-1	MOWING - 7 MAIDEN	06/19/2023	1,650.00		01-31-5110
061923	W MOWING	06/19/2023	655.00		60-33-5110
061923	WW MOWING	06/19/2023	780.00		60-33-5111
Total BONKOSKI LAWN CARE, INC.:			7,570.00		
CINTAS FIRST AID & SAFETY					
4159252945	MATS - VH	06/21/2023	30.17		01-12-5110
4159252966	MATS PD	06/21/2023	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			79.36		
CIVIC SYSTEMS					
23423	FINANCE/UB SOFTWARE SUPP	06/26/2023	3,491.00		01-14-5286
23423	FINANCE/UB SOFTWARE SUPP	06/26/2023	3,491.00		60-33-5286

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total CIVIC SYSTEMS:			6,982.00		
COMED					
062323	COM ED VILLAGE	06/23/2023	471.24		28-01-5510
Total COMED:			471.24		
COMPASS MINERALS AMERICA INC					
1190531	COARSE ROCK SALT	06/16/2023	3,532.63		60-33-5650
Total COMPASS MINERALS AMERICA INC:			3,532.63		
DIXON ENGINEERING, INC.					
23-0598	IL 68 TOWER INSPECTION	06/28/2023	4,125.00		60-33-5290
Total DIXON ENGINEERING, INC.:			4,125.00		
DOWN TO EARTH LANDSCAPING					
062223	408 BARRINGTON	06/22/2023	2,700.00		60-33-5110
90260	MULCH AND SEED - 408 BARRI	06/29/2023	1,175.00		60-33-5110
90261	408 BARRINGTON	06/29/2023	120.00		60-33-5110
90262	408 BARRINGTON	06/29/2023	60.00		60-33-5110
Total DOWN TO EARTH LANDSCAPING:			4,055.00		
DUNDEE COLLISION, INC.					
A3821E8C	TRUCK #36	05/24/2023	460.50		01-31-5120
Total DUNDEE COLLISION, INC.:			460.50		
DUNDEE NAPA AUTO PARTS					
449715	BLIST PAC CAPS	06/26/2023	8.76		01-21-5630
449866	BLIST PAC CAPS	06/28/2023	8.76		01-21-5630
Total DUNDEE NAPA AUTO PARTS:			17.52		
DW-SERVANT FUND (EAST DUNDEE) LLC					
1 062623	BDD DUNDEE GATEWA	06/26/2023	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
GALLS PARENT HOLDINGS, LLC					
24904777	UNIFORM ALLOW. - KM	06/26/2023	117.77		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			117.77		
GREAT LAKES DISTRIBUTING					
224181	PW PRESSURE NOZZEL	06/16/2023	129.43		01-31-5130
Total GREAT LAKES DISTRIBUTING:			129.43		
HEINZ, GERALD & ASSOC.					
27037	ENG FOR 2023 SIP	06/06/2023	2,463.00		32-31-6090
20738	WATER SEWER ENG - IL 72 DE	06/06/2023	3,354.00		60-33-5220

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HEINZ, GERALD & ASSOC.:			5,817.00		
HELPING HAND IT					
23-43193	IT SERVICES	06/23/2023	70.00		01-12-5286
23-43210	IT SERVICES	06/26/2023	2,294.50		01-12-5286
Total HELPING HAND IT:			2,364.50		
HI FI EVENTS INC					
BSE-78869	HI FI EVENTS SOUND AND LIG	06/13/2023	1,000.00		01-37-5330
Total HI FI EVENTS INC:			1,000.00		
HUB INTERNATIONAL MIDWEST LTD					
2744523	NOTARY BONDS	06/28/2023	10.00		01-12-5410
2917470	NOTARY BOND JM	10/18/2022	20.00		01-21-5630
Total HUB INTERNATIONAL MIDWEST LTD:			30.00		
ITRON, INC					
653202	SOFTWARE UPDATE, TRANSFE	06/22/2023	900.00		60-33-5290
Total ITRON, INC:			900.00		
MENARDS - CARPENTERSVILLE					
07806	MAINT SUPPLIES - VH	06/21/2023	21.77		01-12-5110
Total MENARDS - CARPENTERSVILLE:			21.77		
NICOR GAS					
062623	WATER GAS	06/23/2023	164.04		60-33-5510
Total NICOR GAS:			164.04		
PADDOCK PUBLICATIONS, INC					
255438	PUBLIC HEARING NOTICE	06/26/2023	586.50		01-21-5450
Total PADDOCK PUBLICATIONS, INC:			586.50		
PLOTE PROPERTY MANAGEMENT LLC					
062223	VH RENO PMT #1	06/22/2023	151,134.00		32-15-5948
Total PLOTE PROPERTY MANAGEMENT LLC:			151,134.00		
QUADIENT FINANCE USA, INC					
062323	ADMIN POSTAGE	06/23/2023	10.68		01-12-5680
062323	FINANCE POSTAGE	06/23/2023	30.50		01-14-5680
062323	POLICE POSTAGE	06/23/2023	287.52		01-21-5680
062323	BLDG POSTAGE	06/23/2023	21.24		01-25-5680
062323	W/S POSTAGE INK	06/23/2023	50.06		01-31-5610
Total QUADIENT FINANCE USA, INC:			400.00		
QUADIENT LEASING USA, INC					
N10003406	POST LEASE ADMIN	06/26/2023	64.01		01-12-5680
N10003406	POST LEASE FIN	06/26/2023	64.01		01-14-5680

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
N10003406	POST LEASE PD	06/26/2023	64.01		01-21-5680
N10003406	POST LEASE BZ	06/26/2023	64.01		01-25-5680
N10003406	POST LEASE EVENTS	06/26/2023	64.01		01-37-5680
N10003406	POST LEASE WS	06/26/2023	128.03		60-33-5680
Total QUADIENT LEASING USA, INC:			448.08		
RALPH HELM, INC					
380177	EQUIP MAINT	06/26/2023	92.89		01-31-5130
Total RALPH HELM, INC:			92.89		
STAPLES ADVANTAGE					
8070647328	OFFICE SUPPLIES	06/17/2023	103.07		01-21-5610
Total STAPLES ADVANTAGE:			103.07		
SUBURBAN ELEVATOR					
8106279932	POLICE ELEVATOR M	07/01/2023	568.02		01-31-5110
Total SUBURBAN ELEVATOR:			568.02		
SUMMIT SQUARE ASSOCIATION					
070123	ASSOCIATION DUES	07/01/2023	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
ULINE					
165378786	VH PARKING LOT STOPS	06/28/2023	828.90		01-12-5110
Total ULINE:			828.90		
USA BLUEBOOK					
39745	HOSE FOR FILLING SWEEPER	06/12/2023	247.09		01-31-5120
40140	W LAB SUPPLIES	06/12/2023	327.90		60-33-5630
40140	OPER SUPPLIES	06/12/2023	153.75		60-33-5630
Total USA BLUEBOOK:			728.74		
VERIZON WIRELESS					
9937269864	W/WW DIALER MODEMS	06/14/2023	111.48		60-33-5320
Total VERIZON WIRELESS:			111.48		
WAGEWORKS, INC					
5328065	HEALTHCARE BENEFIT	06/23/2023	176.00		01-12-5060
Total WAGEWORKS, INC:			176.00		
WEX INC					
89983324	FUEL CHARGES PD	06/23/2023	4,274.24		01-21-5620
89983324	B&Z FUEL	06/23/2023	2.00		01-25-5620
89983324	FUEL CHARGES PW	06/23/2023	1,499.80		01-31-5620
89983324	WW/TT WATER/ICE	06/23/2023	35.39		01-37-5631
89983324	FUEL CHARGES WS	06/23/2023	802.25		60-33-5620

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WEX INC:			6,613.68		
WILLIAM C ZELSDORF					
061823	DEPOT OPER SUPPLIES	06/18/2023	11.91		01-12-5630
Total WILLIAM C ZELSDORF:			11.91		
Grand Totals:			220,303.96		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
063023	VH	06/30/2023	86.56		01-12-5110
063023	FOR CLEANING ASPHALT TOOL	06/30/2023	114.95		01-31-5630
063023	408 BARRINGTON - LANDSCAP	06/30/2023	77.98		60-33-5110
Total ACE HARDWARE:			279.49		
AMALGAMATED BANK OF CHICAGO					
1856161009 07	REG AND PAYING AGENT	07/01/2023	475.00		39-01-5810
Total AMALGAMATED BANK OF CHICAGO:			475.00		
AMERICAN LEGAL PUBLISHING CORPORATION					
26485	CODE UP-DATE	06/30/2023	170.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			170.00		
ASSURANT FIRE PROTECTION, LLC					
VE03102312-1	BACK FLOW PW GARAGE REP	06/30/2023	1,061.41		01-31-5110
18246	BACK FLOW INSP CABOOSE	07/11/2023	60.00		01-31-5195
Total ASSURANT FIRE PROTECTION, LLC:			1,121.41		
AT&T					
070423	ATT W/S	07/04/2023	1,081.69		60-33-5320
Total AT&T:			1,081.69		
B&F CONSTRUCTION CODE SERVICES INC					
17799	INSPECTIONS	07/10/2023	485.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			485.00		
BATEMAN LAW OFFICES, LTD					
070923	EDPD AA HEARING	07/09/2023	427.50		01-21-5230
070923	AA BUILDING	07/09/2023	71.25		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			498.75		
BEVERLY MATERIALS INC.					
292612	STONE FOR INVENTORY	06/30/2023	251.63		01-31-5150
Total BEVERLY MATERIALS INC.:			251.63		
CENTURY SPRINGS					
2114475	EDPD WATER	06/22/2023	62.73		01-21-5630
063023	20066817	06/30/2023	22.58		01-37-5330
063023	2085828	06/30/2023	9.48		01-37-5330
063023	2100410	06/30/2023	15.48		01-37-5330
063023	2114478	06/30/2023	38.46		01-37-5330
Total CENTURY SPRINGS:			148.73		
CINTAS FIRST AID & SAFETY					
4160626170	MATS PD	07/05/2023	49.19		01-21-5121

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total CINTAS FIRST AID & SAFETY:			49.19		
COMED					
070723	COM ED STREETS	07/07/2023	1,704.90		28-01-5510
Total COMED:			1,704.90		
COMPASS MINERALS AMERICA INC					
1196968	COARSE ROCK SALT	07/06/2023	2,980.16		60-33-5650
Total COMPASS MINERALS AMERICA INC:			2,980.16		
COVERALL NORTH AMERICA DBA					
1010716208	CLEANING VH	07/01/2023	329.00		01-12-5110
1010716208	CLEANING POLICE	07/01/2023	595.00		01-21-5121
1010716208	CLEANING PW 446 ELGIN AVE	07/01/2023	95.00		01-31-5110
1010716208	CLEANING DEPOT	07/01/2023	95.00		01-31-5196
1010716208	CLEANING PW PRAIRIE LAKE	07/01/2023	236.00		60-33-5110
1010716208	CLEANING PW 401 ELGIN AVE	07/01/2023	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
DUNDEE LANDSCAPE CONSTRUCTION					
6327	LANDSCAPE MAINT	06/30/2023	1,437.50		01-31-5110
Total DUNDEE LANDSCAPE CONSTRUCTION:			1,437.50		
DUNDEE NAPA AUTO PARTS					
450356	BATTERIES FOR WATER TESTI	07/05/2023	13.13		60-33-5630
Total DUNDEE NAPA AUTO PARTS:			13.13		
ENTERPRISE FM TRUST					
4782232	PD MAINT ON LEASE	07/06/2023	2,275.98		01-21-5120
4793413	PD LEASE VEH	07/06/2023	6,442.36		01-21-5280
Total ENTERPRISE FM TRUST:			8,718.34		
FEHR GRAHAM					
116414	SPEEDWAY	06/30/2023	2,217.00		85-01-2381
Total FEHR GRAHAM:			2,217.00		
FIFTH ASSET, INC					
2002417	LEASE MANAGEMENT SOFT	06/30/2023	7,200.00		01-14-5286
Total FIFTH ASSET, INC:			7,200.00		
FIRST COMMUNICATIONS					
125571455	VH PHONES	07/06/2023	229.10		01-12-5320
125571455	PHONE DEPOT	07/06/2023	18.60		01-12-5320
125571455	PHONES PD	07/06/2023	1,271.35		01-21-5320
125571455	PHONES WATER	07/06/2023	424.97		01-31-5320
125571455	PHONES P/W	07/06/2023	102.75		01-31-5320
125571455	PHONES SEWER	07/06/2023	460.18		60-33-5320

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total FIRST COMMUNICATIONS:			2,506.95		
GORDON FLESCH COMPANY, INC					
14268960	PD COPIER OVERAGES	07/15/2023	400.32		01-21-5630
14268960	WW COPIER OVERAGES	07/15/2023	19.46		60-33-5340
14268960	WT COPIER OVERAGES	07/15/2023	132.21		60-33-5340
Total GORDON FLESCH COMPANY, INC:			551.99		
GRAINGER, INC.					
9721718790	DEPOT DOG FOUNTAIN	05/26/2023	16.30		01-31-5196
Total GRAINGER, INC.:			16.30		
HEINZ, GERALD & ASSOC.					
20774	MISC ENGINEERING	07/10/2023	624.00		01-12-5220
20775	FAU-STP BARRINGTON AVE AP	07/10/2023	156.00		01-12-5220
20780	JACKSON STREET PARKING RF	07/10/2023	4,134.00		01-12-5220
20784	NAT'L TOOL DET BASIN OUTLE	07/10/2023	390.00		01-31-5220
20782	STREET IMP PROG	07/10/2023	3,048.00		32-31-6090
20785	23 MICHIGAN	07/10/2023	156.00		85-01-2031
20783	PLOTE EAST ANNEXATION	07/10/2023	2,166.00		85-01-2066
20779	PENNY RD/RT 68	07/10/2023	6,438.00		85-01-2378
20781	201 CHRISTINA DR	07/10/2023	312.00		85-01-2382
20777	590 HEALY	07/10/2023	468.00		85-01-2395
20778	590 HEALY	07/10/2023	78.00		85-01-2395
20776	HIGH STREET	07/10/2023	2,749.50		85-01-2401
Total HEINZ, GERALD & ASSOC.:			20,719.50		
HELPING HAND IT					
23-43238	IT SERVICES	06/30/2023	420.00		01-12-5286
23-43362	IT SERVICES	07/01/2023	2,287.14		01-12-5286
23-43454	IT SERVICES	07/01/2023	612.00		01-12-5286
Total HELPING HAND IT:			3,319.14		
HITCHCOCK DESIGN GROUP					
30691	RIVERFRONT MASTER PLAN	06/30/2023	5,500.00		32-31-5955
Total HITCHCOCK DESIGN GROUP:			5,500.00		
HOOF WOOF MEOW					
1004929-2	DEPOT RENTAL DEP RETURN	07/05/2023	100.00		01-01-2030
Total HOOF WOOF MEOW:			100.00		
ILLINOIS DEPT. OF TRANSPORTATION					
63656	72/MAIN @ RIVER ST	07/07/2023	771.87		01-31-5150
63656	72/MAIN @ VAN	07/07/2023	771.87		01-31-5150
63656	72/MAIN @ ROCK ROAD	07/07/2023	514.56		01-31-5150
Total ILLINOIS DEPT. OF TRANSPORTATION:			2,058.30		
ILLINOIS E.P.A. BUREAU OF WATER COMPLIAN					
062923-2	ANNUAL NPDES FEES	06/29/2023	1,000.00		01-31-5591

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
062923	SLUDGE PERMIT	06/29/2023	2,500.00		60-33-5531
062923	DOMESTIC SEWAGE	06/29/2023	15,000.00		60-33-5531
062923-1	STORMWATER - INDU	06/29/2023	500.00		60-33-5531
Total ILLINOIS E.P.A. BUREAU OF WATER COMPLIAN:			19,000.00		
ILLINOIS GOVERNMENT FINANCE OFFICERS					
071223	IGFOA TRAINING	07/12/2023	20.00		01-14-5430
Total ILLINOIS GOVERNMENT FINANCE OFFICERS:			20.00		
Joseph Rybialek					
042223	MILEAGE & MEALS TRAININ	04/30/2023	1,970.94		01-21-5420
Total Joseph Rybialek:			1,970.94		
KLEIN, THORPE AND JENKINS, LTD					
063023	POLICE LEGAL SERV	06/30/2023	1,314.50		01-21-5230
Total KLEIN, THORPE AND JENKINS, LTD:			1,314.50		
LAUDERDALE ELECTRIC, INC.					
9210	VH 1ST FLOOR LIGHT REPAIRS	06/27/2023	1,726.82		32-15-5948
Total LAUDERDALE ELECTRIC, INC.:			1,726.82		
MADELINE DEITERS					
032023	MURAL FOR JACKSON STREET	03/20/2023	13,680.00		34-01-5940
Total MADELINE DEITERS:			13,680.00		
MOTOROLA SOLUTIONS INC					
760232023060	MAINTENANCE AGREEMENT	07/01/2023	697.00		01-21-5940
8281667528	PROGRAMMING OF RADIOS	07/12/2023	2,841.50		01-21-5940
Total MOTOROLA SOLUTIONS INC:			3,538.50		
NICOR GAS					
072623	NICOR S/W	06/29/2023	324.58		60-33-5510
Total NICOR GAS:			324.58		
PACE ANALYTICAL SERVICES, LLC					
9560162	WW TESTING	06/30/2023	2,904.60		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			2,904.60		
PADDOCK PUBLICATIONS, INC					
256945	LEGAL NOTICE	07/03/2023	54.05		32-31-6090
Total PADDOCK PUBLICATIONS, INC:			54.05		
QUAD COM 9-1-1					
23-EDPD-07	DISPATCH SERV	07/01/2023	15,538.87		01-21-5360
Total QUAD COM 9-1-1:			15,538.87		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
SYNAGRO TECHNOLOGIES					
39791	CAKE LAND APP	07/01/2023	4,312.50		60-33-5287
Total SYNAGRO TECHNOLOGIES:			4,312.50		
TLO LLC					
259283-20230	MEMBERSHIP	07/01/2023	135.90		01-21-5410
Total TLO LLC:			135.90		
TRUE BLUE CAR WASH LLC					
4885	PD CAR WASH	06/30/2023	84.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			84.00		
UNIQUE PRODUCTS (ELGIN PAPER COMPANY)					
452446	PAPER PRODUCTS	07/07/2023	382.45		01-12-5610
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			382.45		
US BANK					
2601 062623 P	DOLLY	06/26/2023	43.35		01-12-5110
3999 062623 P	VH 2ND FLR STORAGE	06/26/2023	199.00		01-12-5110
3999 062623 P	VH OFFICE FURN MOVE	06/26/2023	100.00		01-12-5110
5221 062623 B	ADOBE	06/26/2023	254.85		01-12-5286
1680 062623 K	MAILCHIMP	06/26/2023	80.00		01-12-5410
1680 062623 K	SIRIUS	06/26/2023	17.83		01-12-5410
6309 062623 E	MEMBERSHIP FB	06/26/2023	117.00		01-12-5410
1680 062623 K	SHARPIES	06/26/2023	9.99		01-12-5610
6309 062623 E	OFFICE SUPP	06/26/2023	1,808.00		01-12-5610
1680 062623 K	SUPPLIES	06/26/2023	23.17		01-12-5630
6309 062623 E	VH DOOR BELL	06/26/2023	29.99		01-12-5630
6309 062623 E	FIN OFF SUPP	06/26/2023	679.96		01-14-5610
1706	DRY CLEANING	06/26/2023	49.35		01-21-5080
5221 062623 B	COMCAST	06/26/2023	31.62		01-21-5320
1706	CHIC TRIB SUB	06/26/2023	15.96		01-21-5410
2107 062623 J	MEMBERSHIP RENEWAL	06/26/2023	14.99		01-21-5410
5738 062623 D	CONFERENCE	06/26/2023	275.00		01-21-5410
5738 062623 D	AIRFARE	06/26/2023	370.78-		01-21-5420
6309 062623 E	HOTEL	06/26/2023	249.65		01-21-5420
2107 062623 J	GIVEAWAY BAGGIES	06/26/2023	47.96		01-21-5580
2107 062623 J	COFFEE	06/26/2023	44.27		01-21-5610
2107 062623 J	FILING SUPPLIES	06/26/2023	50.34		01-21-5610
2107 062623 J	FILE FOLDERS	06/26/2023	19.80		01-21-5610
2107 062623 J	OFFICE CHAIR	06/26/2023	179.99		01-21-5610
1500 062623 A	GLOVES	06/26/2023	79.58		01-21-5630
5738 062623 D	REMINGTON	06/26/2023	59.98		01-21-5630
5738 062623 D	AMMO	06/26/2023	1,099.50		01-21-5630
5824 062623 G	BLOWER CORD	06/26/2023	19.99		01-31-5130
5824 062623 G	PRESSURE WASHER HOSE	06/26/2023	69.99		01-31-5130
5824 062623 G	PRESSURE WASHER HOSE	06/26/2023	12.99		01-31-5130
3999 062623 P	LABOR POSTING	06/26/2023	25.00		01-31-5290
3999 062623 P	IPHONE STORAGE	06/26/2023	.99		01-31-5320
1680 062623 K	MM SUPPLIES	06/26/2023	29.97		01-37-5610
1680 062623 K	FLAG DAY	06/26/2023	23.34		01-37-5630
1680 062623 K	WDW	06/26/2023	29.26		01-37-5630
1680 062623 K	FLAG DAY	06/26/2023	10.00		01-37-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
1680 062623 K	WDW	06/26/2023	21.00		01-37-5630
1680 062623 K	WDW	06/26/2023	80.00		01-37-5630
1680 062623 K	TT	06/26/2023	17.99		01-37-5630
1680 062623 K	WDW	06/26/2023	17.99		01-37-5630
1680 062623 K	SIDWALK CHALK	06/26/2023	90.93		34-01-5940
5221 062623 B	AMAZON	06/26/2023	89.97		34-01-5940
5824 062623 G	IPHONE STORAGE	06/26/2023	.99		60-33-5320
Total US BANK:			5,750.75		
WAREHOUSE DIRECT OFFICE PRODUCTS					
5491648-0	NOTARY STAMP	05/15/2023	38.40		01-21-5630
Total WAREHOUSE DIRECT OFFICE PRODUCTS:			38.40		
WASTE MANAGEMENT OF ILLINOIS					
9342-2776-0	DISPOSAL OF MISC MATERIAL	07/03/2023	524.80		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			524.80		
WILLIAM C ZELSDORF					
061923	DEPOT	07/02/2023	468.00		01-12-6010
061923	DEPOT	07/02/2023	468.00		01-12-6010
070323	DEPOT	07/03/2023	468.00		01-12-6010
Total WILLIAM C ZELSDORF:			1,404.00		
Grand Totals:			137,895.76		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Memorandum



To: Village President and Board of Trustees

From: Chris Ranieri, Building Inspector

Subject: 1191 E. Main Street. High Street Development "Plat of Easement"

Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing the execution of the Plan of Easement Release and Plat of Easement Grant for the High Street industrial building development at 1191 E. Main Street, East Dundee IL 60118.

Summary:

The Plat of Easement has been reviewed and approved by Gerald L. Heinz & Associates (Joe Heinz). Therefore, it is staff's recommendation the Village Board approve the Ordinance & recording of the Plat of Easement.

Attachments:

Ordinance
Village Engineer's Memo
Plat of Easement

Ordinance No. 23-

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, APPROVING THE PLAT OF EASEMENT RELEASE AND PLAT OF EASEMENT GRANT.

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

WHEREAS, AG-HS ROCK ROAD PROPERTY OWNER LLC, UNICORN PARK DR STE 208, WOBURN, MA, 01801-3343, (the “*OWNERS*”) has filed an application for approval of a plat of easement of the property legally described on said PLAT OF EASEMENT RELEASE AND PLAT OF EASEMENT GRANT, attached as Exhibit A, in East Dundee, Illinois, (the “Subject Property”) zoned in the M-1 LIMITED MANUFACTURING DISTRICT; and,

WHEREAS, the Village President and Board of Trustees have reviewed the plat of easement and find that the plat complies with the requirements of the Village Code and it is in the best interest of the Village to approve the plat.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the President and Board of Trustees hereby approve and authorize the execution of the PLAT OF EASEMENT RELEASE AND PLAT OF EASEMENT GRANT prepared by HAEGER ENGINEERING. dated last revised 4/20/2022, attached hereto and made a part hereof by reference as Exhibit A, for the Subject Property, with Property Index Number 03-25-426-010, 03-25-426-012 and 03-25-426-013.

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

ADOPTED this ____ day of ____, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of ____, 2023

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

P.I.N. 03-25-426-010
03-25-426-012
03-25-426-014

MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

PLAT PREPARED FOR:

HIGH STREET LOGISTICS PROPERTIES
245 PARK AVENUE
24TH FLOOR
NEW YORK CITY, NY 10167

SUBMITTED BY

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118

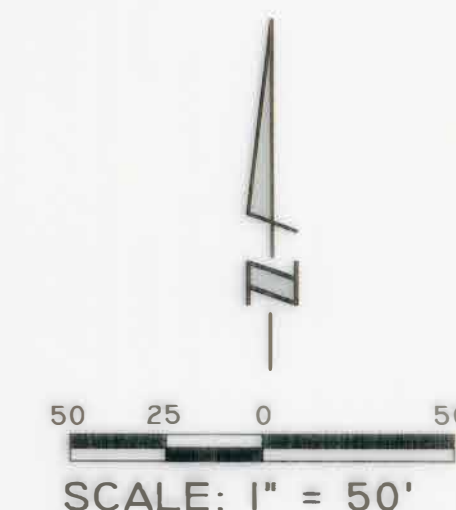
SEND NEW TAX BILL TO:

HIGH STREET LOGISTICS PROPERTIES
245 PARK AVENUE
24TH FLOOR
NEW YORK CITY, NY 10167

EXHIBIT A

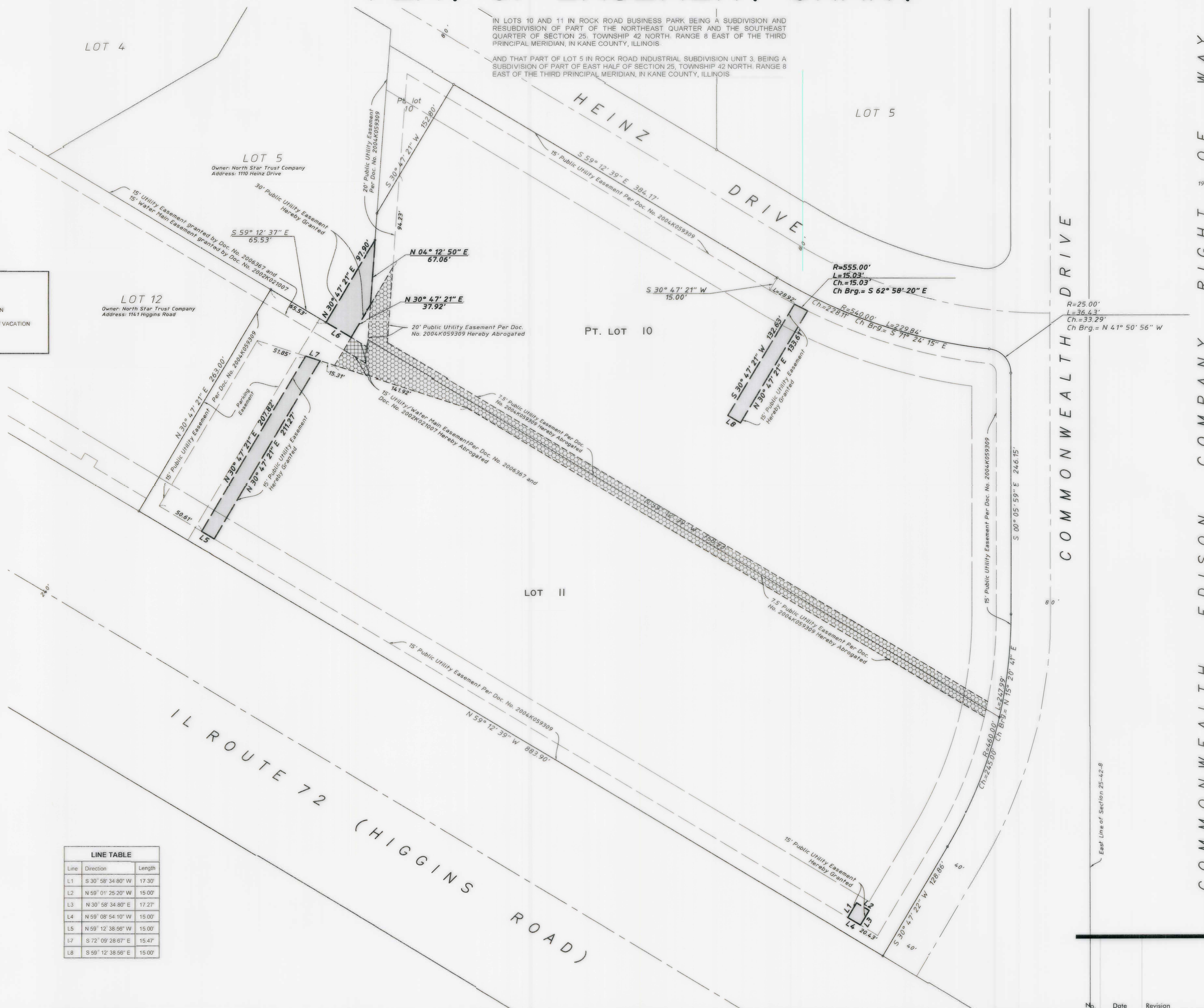
PLAT OF EASEMENT RELEASE AND PLAT OF EASEMENT GRANT

SHEET 1 OF 2



EASEMENT LEGEND

	PUBLIC UTILITY EASEMENT VACATION
	UTILITY AND WATERMAIN EASEMENT VACATION
	PUBLIC UTILITY GRANTED



LINE TABLE		
Line	Direction	Length
L1	S 30° 58' 34.80\"W	17.30'
L2	N 59° 01' 25.20\"W	15.00'
L3	N 30° 58' 34.80\"E	17.27'
L4	N 59° 08' 54.10\"W	15.00'
L5	N 59° 12' 38.56\"W	15.00'
L7	S 72° 09' 28.67\"E	15.47'
L8	S 59° 12' 38.56\"E	15.00'

Originally Prepared: 4/20/2022

Project No. 21-009

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. 184-003152
www.haegerengineering.com

No. Date Revision

No.	Date	Revision
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MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

PLAT PREPARED FOR:

HIGH STREET LOGISTICS PROPERTIES
245 PARK AVENUE
24TH FLOOR
NEW YORK CITY, NY 10167

SUBMITTED BY

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118

SEND NEW TAX BILL TO:

HIGH STREET LOGISTICS PROPERTIES
245 PARK AVENUE
24TH FLOOR
NEW YORK CITY, NY 10167

PLAT OF EASEMENT RELEASE AND PLAT OF EASEMENT GRANT

SHEET 2 OF 2

OWNER'S CERTIFICATE

STATE OF Georgia)
ILLINOIS)
COUNTY OF Cobb) SS:
KANE)

THIS IS TO CERTIFY THAT AG-HS ROCK ROAD PROPERTY OWNER, LLC IS THE HOLDER OF RECORD TITLE OF THE PROPERTY DELINEATED AND DEPICTED HEREON AND THAT IT HAS CAUSED THIS PLAT OF EASEMENT GRANT TO BE PREPARED AS SHOWN HEREON AND THAT IT DOES HEREBY GRANT THE EASEMENT HERESON SHOWN, SUBJECT TO THE EASEMENT PROVISIONS FOR SAME HEREIN STATED FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED AT Atlanta, Georgia THIS 18th DAY OF January, A.D. 20 23
BY: [Signature]

NOTARY CERTIFICATE

STATE OF Georgia)
ILLINOIS)
COUNTY OF Cobb) SS:
KANE)

I, Rebecca Petty, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS HOLDER OF RECORD TITLE AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 18th DAY OF January, A.D. 20 23
Rebecca Petty
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/18/2024



MORTGAGEE'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

_____, AS MORTGAGEE UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____, A.D. 20 _____ AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 20 _____ AS DOCUMENT NO. _____ HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.

BY: _____ ATTEST: _____
ITS: _____ ITS: _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF _____ AND _____ OF _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH _____ AND _____ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID _____ AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20 _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

KANE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY.

GIVEN UNDER MY HAND AND SEAL AT GENEVA, KANE COUNTY, ILLINOIS.
DATED THIS _____ DAY OF _____, A.D. 20 _____.

COUNTY CLERK

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____, COUNTY RECORDER OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY.

GIVEN UNDER MY HAND AND SEAL AT GENEVA, KANE COUNTY, ILLINOIS.
DATED THIS _____ DAY OF _____, A.D. 20 _____.

COUNTY RECORDER

VILLAGE CERTIFICATE OF APPROVAL

STATE OF ILLINOIS)
COUNTY OF KANE) SS

UNDER THE AUTHORITY PROVIDED BY ORDINANCE NO. _____ ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF EAST DUNDEE, ILLINOIS, THIS PLAT WAS APPROVED BY THE VILLAGE OF EAST DUNDEE AND MUST BE RECORDED WITHIN SIXTY (60) DAYS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD _____, 20 _____.

_____, PRESIDENT

_____, VILLAGE CLERK

APPROVED BY THE VILLAGE ENGINEER

_____, VILLAGE ENGINEER

PUBLIC UTILITY EASEMENT PROVISIONS

AN EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION WITH WATERMAIN, ELECTRICAL AND COMMUNICATIONS SERVICES, GAS, CABLE TELEVISION, STORM WATER DRAINAGE AND SANITARY SEWERS IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY,
AND

AT&T TELEPHONE COMPANY,
AND

COMCAST CABLE COMMUNICATION, INC.,
AND

NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION,
DOING BUSINESS AS NICOR GAS COMPANY

AND
THE VILLAGE OF EAST DUNDEE

COLLECTIVELY THE "GRANTEE",

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE PLACEMENT, INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, RELOCATION, REPLACEMENT AND REMOVAL OF WATER MAINS, STORM SEWERS, SANITARY SEWERS, DRAINAGE DITCHES AND SWALES, RETENTION PONDS, GAS MAINS, ELECTRICAL LINES, TELEPHONE LINES, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO TELEVISION, DATA AND RADIO SIGNALS, TOGETHER WITH ALL BRACES, GUYS, ANCHORS, MANHOLES, VALVES AND ALL OTHER EQUIPMENT AND APPURTENANCES NECESSARY IN CONNECTION UPON AND UNDER THE SUBDIVISION IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "PUBLIC UTILITY EASEMENT", AND THE PROPERTY DESIGNATED ON THE PLAT AS A COMMON AREA OR AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER THE GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, EXCEPT GARDEN, SHRUBS AND LANDSCAPING MAY BE PLACED OVER ANY SUB SURFACE FACILITIES THAT DO NOT UNREASONABLY INTERFERE WITH THE SAFETY, USEFULNESS OF UNREASONABLY RESTRICT TO, OR PREVENT THE PROMPT MAINTENANCE OF REPAIR OF ANY SUCH SUB SURFACE FACILITIES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM COMMON AREA OR AREAS IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS OUT LOTS, COMMON ELEMENTS, OPEN SPACE, OPEN AREA, COMMON GROUND, PARKING AND COMMON AREA. THE TERM COMMON AREA OR AREAS AND COMMON ELEMENTS INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

SURVEYOR'S CERTIFICATE

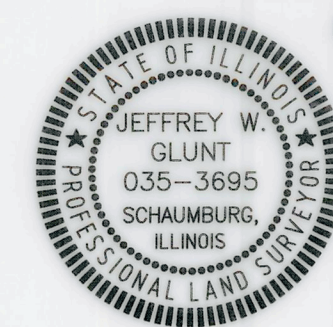
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, JEFFREY W. GLUNT, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695 HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE HEREON CAPTIONED PROPERTY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES F.

SCHAUMBURG, ILLINOIS JANUARY 4, 2023

BY: [Signature]

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



EXPIRES 11-30-24

No. Date Revision

Originally Prepared: 4/20/2022

Project No. 21-009

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. 184-003152
www.haegerengineering.com



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

Date: July 19, 2022

To: Chris Ranieri, Building Official

From: Joseph Heinz, P.E., P.L.S.

Subject: High Street Project – Lots 10 & 11 Rock Road Business Park, Engineering Review

Job No. ED-2190

We have received the following documents for site plan review:

1. Rock Road Business Park Improvement Plans, prepared by Haeger Engineering, revised July 7, 2022.
2. Final Engineering Report, prepared by Haeger Engineering, revised July 7, 2022.
3. Grant/Vacation of Easement, prepared by Haeger Engineering, dated June 20, 2022.
4. Engineer's Opinion of Probable Cost, prepared by Haeger Engineering, dated June 17, 2022.

We have reviewed the site improvement documents and find them to substantially comply with engineering requirements per village ordinance and good engineering principles. The owner should be made aware of the following:

1. Water main shutdowns should be coordinated with and conducted by the village water department, Greg Goetz (847-428-4294) with a minimum **48 hours** notice. Shop drawings of the water main products should be submitted for approval prior to ordering.
2. Soil Erosion & Sediment Control, earthwork, underground and paving contractors must notify us, Joe Heinz (847-426-4535x1011) a minimum of **48 hours** prior to starting for inspection. The owner and contractor should sign the Owner/Contractor Certification Statement on sheet C8.1 of the plans.
3. The adjacent roadways shall be kept free from mud, dirt, gravel and debris. The stabilized construction entrance should be maintained regularly.
4. The owner is required to provide an irrevocable letter of credit for 110% of the estimated probable cost of \$1,070,365.43 for the Demolition & Earthwork, Soil Erosion and Sediment Control, Water Main, Storm Sewer and Landscape items or **\$1,177,401.97**.
5. A certificate of insurance with the Village and GLHA listed as additionally insured should be provided.

6. The required IEPA Sanitary Sewer, Watermain, and Stormwater permits should be provided prior to construction.
7. The owner will need to agree to setting up a backup SSA for the maintenance of the stormwater detention facilities. The SSA should be approved prior to final occupancy.
8. The Plat of Easement should be approved by the Village Board prior to final occupancy.
9. Record drawings are required as a condition of receiving an occupancy permit. A punchlist will be created, based on a review of the record drawings and field inspections. When all items have been addressed and approved by the inspector and all required submittals have been made, we will notify the building department of our recommendation of acceptance of the improvements.
10. The acceptance of the site plan does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit and does not authorize any damage to private property or private rights.

The owner/contractor should schedule a pre-construction meeting with us to go over these items and other requirements during the construction process.

Please call if you have any questions on our review comments.

Cc Erika Storlie, Village Administrator
Phil Cotter, Dir. Of Public Works

Memorandum



To: Village President and Board of Trustees
From: Phil Cotter, Director of Public Works
Subject: Purchase of Articulated Boom Lift from Altorfer CAT
Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval of the purchase of a 2024 Genie articulated boom lift (Model Z-45 XC) from Altorfer CAT (East Dundee, Illinois) in the amount of \$81,242.

Funding Source:

The Capital Projects Fund (32-31-5945) appropriates \$83,000 for the purchase of a new articulated boom lift.

Summary:

The Village owns and operates a 2006 Genie articulated boom lift (model Z45/25) that was purchased by the Village in used condition in 2013 from Lift Works. The 2006 Genie lift, which is used extensively for trimming/removing trees, installing holiday decorations and lighting, street light maintenance, and facility maintenance has exceeded its useful life of 15 years. The 2006 unit has required numerous repairs in recent years and therefore staff budgeted for a replacement unit in the current fiscal year due to its age and mechanical condition.

Staff solicited proposals from two vendors for the purchase of a 2024 Genie articulated boom lift (Model Z-45 XC):

- | | |
|----------------------------------|-------------|
| 1. Altorfer CAT, East Dundee | \$81,242.00 |
| 2. Sunbelt Rentals*, St. Charles | \$81,495.00 |

* Formerly Lift Works

Altorfer CAT is taking delivery of several articulated boom lifts in August 2023 and indicated they would reserve one for Village of East Dundee if approved for purchase. The Altorfer CAT sales and service facility is conveniently located in East Dundee for maintenance and other levels of service. Accordingly, staff recommends approval of the purchase of a 2024 Genie articulated boom lift (Model Z-45 XC) from Altorfer CAT in the amount of \$81,242.00. Staff will dispose of the 2006 Genie lift via online auction subsequent to taking delivery of the new lift.

Attachments:

Proposal from Altorfer CAT
Specifications

Sales Invoice

Agreement K01466



Date Out: 05/09/2023 Tue 02:25 PM
Est. Date In: 01/01/0001 Mon 12:00 AM
Delivery Date: 05/09/2023 Tue 08:00 AM

Bill to: Customer: 4180000
VILLAGE OF EAST DUNDEE
ACCOUNTS PAYABLE
120 BARRINGTON
EAST DUNDEE, IL 60118

Jobsite: **VILLAGE OF E.DUN**
Contact: **GREG GOETZ**
Phone: **224-293-7114**
120 BARRINGTON AVENUE
EAST DUNDEE,IL

PO #:
Signed By:
Order By: **GREG GOETZ**

Written By: **Patrick Nagonski**
Sales Rep: **PATRICK NAGONSKI (B-3-173)**

Delivery Instructions:
C/T TO DELIVER

QTY	DESCRIPTION	DAY	WEEK	MONTH	TOTALS
-----	-------------	-----	------	-------	--------

Rental Items

1	ARTICULATED BOOM LIFT 45' ~ Z45RJ D G ID:2218R4083	\$0	\$0	\$0	78,310.00
---	---	-----	-----	-----	-----------

THANK YOU FOR DOING BUSINESS WITH ALTORFER RENTAL
SERVICE. PLEASE CALL 1-800-419-9597 WITH ANY
QUESTIONS.

Miscellaneous Items

1	DELIVERY CHARGE	2,932.00 each			2,932.00
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Quote Total: 81,242.00

I WARRANT TO BE THE LESSEE SHOWN ABOVE AND/OR HAVE THE AUTHORITY TO CONTRACT AS AGENT FOR LESSEE. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THE CONTRACT, AND HAVE BEEN OFFERED OR RECEIVED INSTRUCTION AND UNDERSTAND THE SAFE OPERATION AND MAINTENANCE OF THE EQUIPMENT LISTED ABOVE. ALTORFER RENTAL SERVICE, THE LESSOR, HEREBY RENTS TO THE UNDERSIGNED LESSEE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BOTH ON THE FACE AND REVERSE SIDE OF THIS CONTRACT. SUBJECT EQUIPMENT OUT IN GOOD CONDITION. LESSEE IS RESPONSIBLE FOR ALL TIRE DAMAGE AND REPAIR. ROUTINE MAINTENANCE, OIL CHANGES, OIL, FUEL, AIR ELEMENTS ARE THE LESSEE RESPONSIBILITY. THIS SERVICE IS AVAILABLE AT A NOMINAL CHARGE. RENTAL PERIOD STARTS AND ENDS AT ALTORFER RENTAL SERVICE LESSEE WILL RETURN UNIT WITH A FULL FUEL TANK OR BE CHARGED \$8.00 PER GALLON TO FILL TANK. UNIT MUST BE IN REASONABLY CLEAN CONDITION OR LESSEE WILL PAY \$150.00 CLEANING FEE.

Customer Signature _____

Date _____

Print Name _____

Genie® Z®-45 XC™ & Z-45 HF

Specifications

Models	Z-45 XC		Z-45 HF	
Measurements	US	Metric	US	Metric
Working height max. ⁽¹⁾	51 ft 6 in	15.86 m	51 ft 6 in	15.86 m
Platform height max.	45 ft 6 in	13.86 m	45 ft 6 in	13.86 m
Horizontal reach max.	24 ft 9 in	7.55 m	24 ft 9 in	7.55 m
Up and over clearance max.	24 ft 5 in	7.44 m	24 ft 5 in	7.44 m
A Platform length	2 ft 6 in	0.76 m	2 ft 6 in	0.76 m
B Platform width	6 ft	1.83 m	6 ft	1.83 m
C Height - stowed	7 ft 4 in	2.25 m	7 ft 4 in	2.25 m
D Length - stowed	21 ft 10 in	6.65 m	21 ft 10 in	6.65 m
E Width	7 ft 6 in	2.29 m	8 ft 5 in	2.57 m
F Wheelbase	6 ft 8 in	2.03 m	6 ft 8 in	2.03 m
G Ground clearance - center	14.8 in	0.37 m	14.8 in	0.37 m

Productivity

Lift capacity max. - unrestricted	660 lb	300 kg	600 lb	272 kg
Lift capacity max. - restricted	1,000 lb	454 kg		
Platform rotation	160°		160°	
Jib length	5 ft	1.52 m	5 ft	1.52 m
Vertical jib rotation	133°		133°	
Turntable rotation	355°		355°	
Turntable tailswing	0 in	0 cm	0 in	0 cm
Drive speed - stowed ⁽²⁾	4.5 mph	7.24 km/h	4.5 mph	7.24 km/h
Drive speed - raised	0.61 mph	0.98 km/h	0.61 mph	0.98 km/h
Gradeability - stowed ⁽²⁾	45 %		45 %	
Tilt sensor activation (front to back/side to side)	4.5°/4.5°		4.5°/4.5°	
Turning radius - inside/outside	5 ft 6 in/14 ft 9 in	1.68 m/4.50 m	5 ft 6 in/14 ft 9 in	1.68 m/4.50 m
Tires (foam-filled)	315/55 D20			

Power

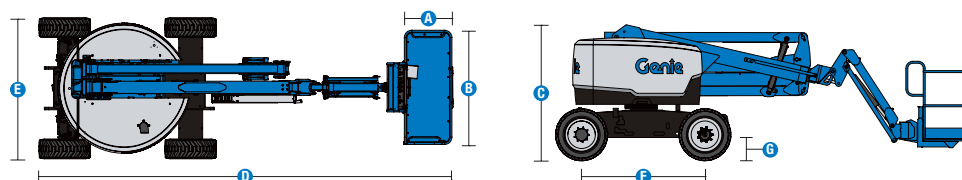
Power	Diesel		Diesel	
Auxiliary power unit	12V DC		12V DC	
Hydraulic tank capacity	22 gal	83 L	22 gal	83 L
Fuel tank capacity	17 gal	64 L	17 gal	64 L

Weight⁽³⁾ and Floor Loading⁽⁴⁾

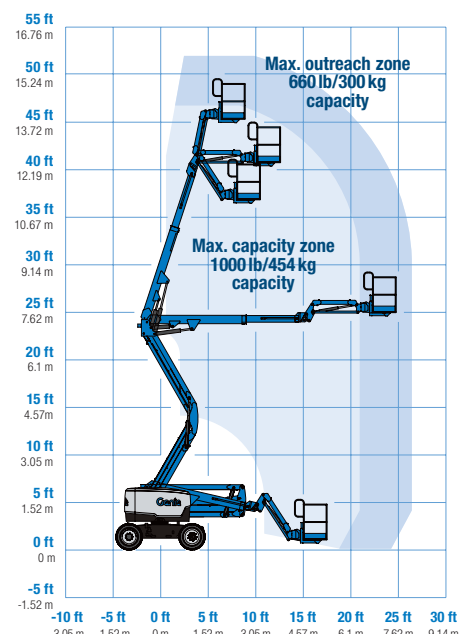
Weight	16,360 lb	7,421 kg	16,050 lb	7,280 kg
Tire contact pressure	80 psi	552 kPa	38 psi	262 kPa
Occupied floor pressure (tires)	231 psf	11.08 kPa	229 psf	10.94 kPa

Sound and Vibration Levels

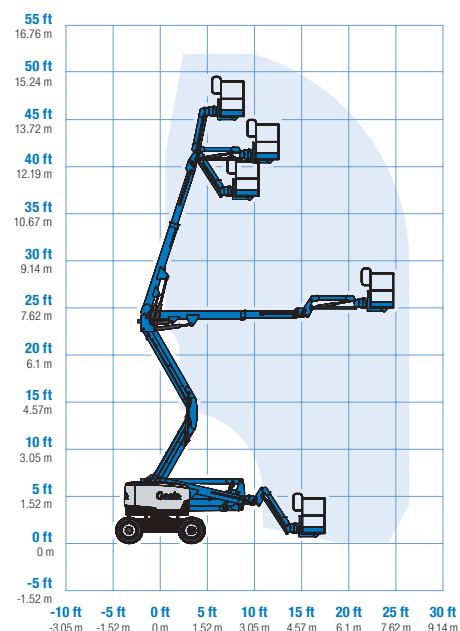
Sound Pressure level (ground workstation)	87 dBA		87 dBA	
Sound Pressure level (platform workstation)	82 dBA		82 dBA	
Vibrations	8 ft 2 in/s ²	2.5 m/s ²	8 ft 2 in/s ²	2.5 m/s ²



Range of motion Z-45 XC



Range of motion Z-45 HF



(1) The metric equivalent of working height adds 2 m to platform height. The imperial equivalent adds 6 ft to platform height.

(2) Gradeability applies to driving on slopes and may vary depending on options and machine configurations. See operator's manual for details regarding slope ratings.

(3) Weight refers to standard configuration and may vary depending on options and/or country standards.

(4) Floor loading information is approximate and may vary depending on options and machine configurations. It should be used only with adequate safety factors.

Genie® Z[®]-45 XC™ & Z-45 HF

SKU: Standard Model

- **Z45XC001AF0001:** Z-45 XC, 4WD
- **Z45XC001AF0006:** Z-45 XC, Lift Power 3kW Welder Ready, 4WD
- **Z45XC001AF0007:** Z-45 XC, Lift Power 12kW Welder Ready, 4WD

* Build to Order

Option availability		S	S+	BtO
Power	49 hp, 37 kW, Deutz D2.9L, Diesel, T4f	✓	✓	✓
	49 hp, 36 kW, Perkins 404F-E22T, Turbo Diesel, T4f			○
	60 hp, 44.7 kW, Ford MSG425 gas/LPG Dual Fuel			○
	Cold weather package			○
	Engine gauge package			○
	LPG tank 33.5 lb		○	○
	Positive air shutdown system			○
	Anti-restart engine protection	✓	✓	✓
	Auto engine fault shutdown	✓	✓	✓
Platform	6ft/1.83m dual-entry platform with side swing gate	✓	✓	✓
	Dual axis joystick steering	✓	✓	✓
	Thumb rocker steering			○
	Air line to platform			○
	Aircraft protection kit			○
	Control box covers		○	○
	Lift Guard Full Mesh panels			○
	Lift Guard Half Mesh panels			○
	Light Package: drive and work lights		○	○
	Platform auxiliary top rail			○
	Lift Power 3kW AC Generator, 110V/60Hz			○
	Lift Power 3kW AC Generator, 220V/50Hz			○
	Lift Power 12kW Welder ready			○
	600lb/272kg load capacity with auto envelope control (HF model)	✓	✓	✓
	660lb/300kg & 1000lb/454kg dual load with auto envelope control	✓	✓	✓
	AC Power cord to platform	✓	✓	✓
	Drive enable system	✓	✓	✓
	Horn	✓	✓	✓
	Lift Guard Contact Alarm	✓	✓	✓
	Lift Tools Work Tray	✓	✓	✓
	Platform load sense system	✓	✓	✓
	Proportional controls	✓	✓	✓
	Self-leveling platform	✓	✓	✓
	Travel alarm package: flashing beacons, descent, travel and tilt alarms	✓	✓	✓
Chassis	Lift Connect Telematics	✓	✓	✓
	Lift Connect with Access Manager upgrade		○	○
	Biodegradable hydraulic oil			○
	Cold weather hydraulic oil			○
	Fire resistant hydraulic oil			○
	High flotation, air-filled tires			○
	Rough terrain, foam-filled tires	✓	✓	✓
	Rough terrain, foam-filled, non-marking tires		○	○
	Hostile environment kit			○
	Tow package			○
	2 speed wheel motors	✓	✓	✓
	Active oscillating axle	✓	✓	✓
	Chassis tilt drive function cut-out	✓	✓	✓
	Dual parallelogram lift linkage	✓	✓	✓
	Hour meter	✓	✓	✓
	Hydraulic oil cooler	✓	✓	✓

Positive air shutdown Deutz engines only

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Zero Tailswing



Rugged Terrainability



Zero-Load Calibration



Genie Genuine Accessories⁽¹⁾

- Lift Tools Productivity Tools
- Lift Connect Telematics
- Tech Pro Link Handheld Device

(1) More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

07/22



Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Assistant to the Village Administrator
Subject: Consolidation of Committees Text Amendments
Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance amending Section 30.08, Standing Committees, and Section 30.18, Committee of the Whole, consolidating the Village of East Dundee's standing committees.

Summary:

The Village of East Dundee has several boards, commissions, and committees that assist in the overall function of the municipal government and the legislative process. Some committees meet monthly or quarterly, while others meet only as needed.

At the May 15, 2023 meeting, the Village Board directed staff to consolidate or eliminate existing standing committees, which include certain committees that haven't met in several years, in order to gain more streamlined and efficient meetings and to align the code with current practices.

The following text amendments to Section 30.08, Standing Committees, have been instructed to staff by the Village Board for consolidation and creation:

(A) Standing committees of the Board of Trustees shall be as follows:

- ~~—(1) Finance;~~
- ~~—(2) Streets;~~
- ~~—(3) Public Safety;~~
- ~~—(4) General Village Committee;~~
- ~~(5) (1) Community Events & Depot Committee; and~~
- ~~—(6) Utility Committee.~~

(B) Except for the Committee of the Whole, each standing Committee shall consist of three Trustees with the President as an ex-officio member. The President shall assign Trustees to each Committee each fiscal year but no later than at the first regular meeting in June each year. Each Committee shall enlist such assistance from other Trustees as the Committee may find desirable. No Committee shall obligate the village for the expenditure of any money in connection with its operation except with prior and proper authorization of the Board of Trustees. The Committee shall keep the President aware of the Committee activities and will report any policy matters to the President before any action, publicity or opinions are presented to the public.

(C) Assignments to the Standing Committees shall be made by the Village President.

(D) *Committee procedures.*

(1) All Committees shall hold meetings in accordance with the Open Meetings Act.

(2) A copy of the agenda of each Committee meeting shall be delivered to the President along with a copy of the minutes of the meeting.

(3) The Committee shall report on all matters under discussion upon request of the President at any regular Board of Trustees meeting. Upon the request of any two Trustees present, any report of a Committee shall be deferred, for final action thereon, to the next regular meeting of the Board after the report is made.

(4) Any person who requests to address the Committee shall be limited two minutes, unless otherwise directed by the Committee Chairperson.

The following text amendment to Section 30.18, Committee of the Whole, have been instructed to staff by the Village Board for consolidation and creation:

(A) There is hereby established a standing committee known as the Committee of the Whole, which shall consist of the President and all the Trustees. A quorum of the Committee of the Whole shall not be less than four. The President shall serve as Chair of the Committee of the Whole and conduct the order and consideration of business of the Committee of the Whole. The President Pro Tem shall serve as Chair of the Committee of the Whole in the absence of the President. The Committee of the Whole shall consider and make recommendations to the Village Board regarding business of the village, including but not limited to the subject matters of finance, administration, community and economic development, public utilities, public parking, public land renovations, public safety and transportation.

(B) The Chair of the Committee of the Whole may only vote to either break a tie in the vote of the Trustees or to cause a tie in the vote of the Trustees. The rules of order of the Committee of the Whole shall be established by resolution adopted by the Village Board.

(C) The Committee of the Whole shall meet as needed. ~~on the second Monday of each month at the hour of 6:00 p.m.~~ The President may call such additional meetings of the Committee of the Whole as ~~are~~ required, pursuant to the notice requirements set forth in this chapter.

(D) The Committee of the Whole shall also serve as the following committees of the Village: Economic Development Committee, ~~of the Village of East Dundee~~ Finance Committee, Public Safety Committee, and Streets & Utility Committee.

With the elimination of the General Village Committee, all other standing committees have been consolidated under the responsibility of the Committee of the Whole, with the exception of the Community Events & Depot Committee as the sole standing committee.

Attachment:

Ordinance

ORDINANCE NUMBER 23-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AMENDING VILLAGE CODE SECTION 30.09, STANDING
COMMITTEES, AND SECTION 30.18, COMMITTEE OF THE WHOLE,
CONSOLIDATING THE VILLAGE OF EAST DUNDEE'S STANDING COMMITTEES**

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

WHEREAS, the Village desires to amend the Village of East Dundee Village Code ("Village Code") to provide rules and regulations relating to its standing committees and committee of the whole; and

WHEREAS, the Village currently has the following standing committees per Section 30.08: Finance, Streets, Public Safety, General Village Committee, Community Events Committee, and Utility Committee; and

WHEREAS, the Village desires to eliminate the General Village Committee and to create a Community Events & Depot Committee in Section 30.08; and

WHEREAS, the Village desires to consolidate the following Standing Committees into the Committee of the Whole: Finance Committee, Public Safety Committee, and Streets & Utility Committee; and

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

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

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

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

AMENDMENT ONE:

Section 30.08 of the Village Code, entitled "Standing Committees" is hereby amended as follows:

(A) Standing committees of the Board of Trustees shall be as follows:

—(1)— Finance;

—(2) Streets;

- ~~—(3) Public Safety;~~
- ~~—(4) General Village Committee;~~
- (5) (1) Community Events & Depot Committee; ~~and~~
- ~~—(6) Utility Committee.~~

(B) Except for the Committee of the Whole, each standing Committee shall consist of three Trustees with the President as an ex-officio member. The President shall assign Trustees to each Committee each fiscal year but no later than at the first regular meeting in June each year. Each Committee shall enlist such assistance from other Trustees as the Committee may find desirable. No Committee shall obligate the village for the expenditure of any money in connection with its operation except with prior and proper authorization of the Board of Trustees. The Committee shall keep the President aware of the Committee activities and will report any policy matters to the President before any action, publicity or opinions are presented to the public.

(C) Assignments to the Standing Committees shall be made by the Village President.

(D) *Committee procedures.*

(1) All Committees shall hold meetings in accordance with the Open Meetings Act.

(2) A copy of the agenda of each Committee meeting shall be delivered to the President along with a copy of the minutes of the meeting.

(3) The Committee shall report on all matters under discussion upon request of the President at any regular Board of Trustees meeting. Upon the request of any two Trustees present, any report of a Committee shall be deferred, for final action thereon, to the next regular meeting of the Board after the report is made.

(4) Any person who requests to address the Committee shall be limited to two minutes, unless otherwise directed by the Committee Chairperson.

AMENDMENT TWO:

Section 30.18 of the Village Code, entitled "Committee of the Whole" is hereby amended as follows:

(A) There is hereby established a standing committee known as the Committee of the Whole, which shall consist of the President and all the Trustees. A quorum of the Committee of the Whole shall not be less than four. The President shall serve as Chair of the Committee of the Whole and conduct the order and consideration of business of the Committee of

the Whole. The President Pro Tem shall serve as Chair of the Committee of the Whole in the absence of the President. The Committee of the Whole shall consider and make recommendations to the Village Board regarding business of the village, including but not limited to the subject matters of finance, administration, community and economic development, public utilities, public parking, public land renovations, public safety and transportation.

(B) The Chair of the Committee of the Whole may only vote to either break a tie in the vote of the Trustees or to cause a tie in the vote of the Trustees. The rules of order of the Committee of the Whole shall be established by resolution adopted by the Village Board.

(C) The Committee of the Whole shall meet as needed, ~~on the second Monday of each month at the hour of 6:00 p.m.~~ The President may call such additional meetings of the Committee of the Whole as are required, pursuant to the notice requirements set forth in this chapter.

(D) The Committee of the Whole shall also serve as the following committees of the Village: Economic Development Committee, of the Village of East Dundee Finance Committee, Public Safety Committee, and Streets & Utility Committee.

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

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

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Assistant to the Village Administrator
Subject: Noise Ordinance Text Amendments
Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance amending Village Code Section 93.11, Noise, to keep the prohibited noise times and dates consistent within the section, and to clean up various language within the section and to match Village current practices.

Summary:

At the April 6, 2023 Planning, Zoning and Historic Commission (PZHC) meeting discussing live entertainment, the police department raised a discrepancy between Sections 93.11(B)(3)(b)(1) and 93.11(E)(2). The former indicates that loud noise is prohibited from midnight to 7:00 a.m. Sunday through Thursday, and the latter section indicates noises are prohibited exceeding 75 dBA between 6:00 p.m. and 11:00 p.m. Friday and Saturday. In order for the times to match and remain consistent, the below text amendment is recommended:

(B) *Prohibited noises.*

* * *

(3) *Audio, musical, and similar equipment.*

(a) It is unlawful to play, use, operate, or permit to be played or operated, in any building or on any public or private premises any radio, phonograph, microphone, musical instrument, television, loudspeaker, sound amplifier, or similar equipment in such a manner as to disturb the peace, quiet, or comfort of neighboring residents, except as described in conjunction with a village-permitted special event, permit, or block party.

(b) 1. In all zoning districts, the operation of any radio, phonograph, microphone, musical instrument, television, loudspeaker, sound amplifier, commercial music amplification or reproduction equipment or similar equipment between the hours of 10:30 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of ~~midnight~~ 11:00 p.m. and 7:00 a.m. Friday and Saturday, in such a manner as to be plainly audible more than

50 feet beyond the property line of the premises from which the noise is emanating, shall be *prima facie* evidence of a violation of this section.

2. For the purposes of this section, PLAINLY AUDIBLE means any sound which clearly can be heard, by unimpaired auditory senses based upon a direct line of sight of 50 feet or more. However, words or phrases need not be discernable. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

Additionally, Staff recommends the following amendment to Section 93.11(D), Application for Special Permit, to match the Village's current practices as follows:

(D) *Application for special permit.*

(1) Applications for a special permit for relief from the noise restrictions designated in this section on the basis of undue hardship may be made to the Village Administrator or by a special use permit ordinance by the Village Board of Trustees. Any permit granted hereunder shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective.

(2) Permit issuance shall be provided if the following conditions are found:

(a) The additional time is necessary for the applicant to alter or modify his or her activity or operation to comply with this section; or

(b) The activity, operation, or noise source will be of temporary duration and cannot be done in a manner that would comply with other divisions of this section; or

(c) The Village Board of Trustees has issued a special use permit with the conditions granted to the property owner; or

(c) (d) No other reasonable alternative is available to the applicant.

(3) The Village Administrator or Village Board of Trustees may prescribe any conditions or requirements he or she they deem necessary to minimize the adverse effects upon the community or the surrounding community or the surrounding neighborhood.

Attachment:

Ordinance

ORDINANCE NUMBER 23-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AMENDING VILLAGE CODE SECTION 93.11, NOISE, TO
KEEP THE PROHIBITED NOISE TIMES AND DATES CONSISTENT WITHIN THE
SECTION AND TO MATCH VILLAGE PRACTICES**

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

WHEREAS, the Village desires to amend the Village of East Dundee Village Code ("Village Code") to provide rules and regulations relating to its noise ordinance; and

WHEREAS, the Village desires to keep the prohibited noise times consistent in both Sections 93.11(B)(3)(b)(1) and 93.11(E)(2); and

WHEREAS, the Village desires to add an amendment to Section 93.11(D) to match current Village practices regarding special use permit ordinances; and

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

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

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

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

AMENDMENT ONE:

Section 93.11(B)(3) of the Village Code, entitled "Noise; Prohibited noises; Audio, musical, and similar equipment" is hereby amended as follows:

Section 93.11 NOISE.

* * *

(B) *Prohibited noises.*

* * *

(3) *Audio, musical, and similar equipment.*

(a) It is unlawful to play, use, operate, or permit to be played or operated, in any building or on any public or private premises any radio, phonograph, microphone, musical instrument, television, loudspeaker,

sound amplifier, or similar equipment in such a manner as to disturb the peace, quiet, or comfort of neighboring residents, except as described in conjunction with a village-permitted special event, permit, or block party.

(b) 1. In all zoning districts, the operation of any radio, phonograph, microphone, musical instrument, television, loudspeaker, sound amplifier, commercial music amplification or reproduction equipment or similar equipment between the hours of 10:30 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of ~~midnight~~ 11:00 p.m. and 7:00 a.m. Friday and Saturday, in such a manner as to be plainly audible more than 50 feet beyond the property line of the premises from which the noise is emanating, shall be *prima facie* evidence of a violation of this section.

2. For the purposes of this section, PLAINLY AUDIBLE means any sound which clearly can be heard, by unimpaired auditory senses based upon a direct line of sight of 50 feet or more. However, words or phrases need not be discernable. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

(c) No person shall cause or permit to be emanated or emitted from any such device any lewd, obscene, profane, or indecent language or sounds, or any false representation of any matter, product, or project advertised thereby, the sale of which is prohibited by law, ordinance, or statute.

(d) It is prohibited to play, use, operate, or permit to be played, used, or operated any radio, television, musical instrument, phonograph, loudspeaker, sound amplifier, or similar equipment for producing sound which is audible upon the public streets of the village for the purpose of commercial advertising or of attracting the attention of the public to any building or structure except when a permit has been first procured from the Village Administrator as required by this code.

AMENDMENT TWO:

Section 93.11(D) of the Village Code, entitled "Noise; Application for special permit" is hereby amended as follows:

Section 93.11 NOISE.

* * *

(D) *Application for special permit.*

(1) Applications for a special permit for relief from the noise restrictions designated in this section on the basis of undue hardship may be made to the Village Administrator or by a special use permit ordinance by the Village Board of Trustees. Any permit granted hereunder shall contain all

conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective.

(2) Permit issuance shall be provided if the following conditions are found:

(a) The additional time is necessary for the applicant to alter or modify his or her activity or operation to comply with this section; or

(b) The activity, operation, or noise source will be of temporary duration and cannot be done in a manner that would comply with other divisions of this section; or

(c) The Village Board of Trustees has issued a special use permit with the conditions granted to the property owner; or

—~~(c)~~ **(d)** No other reasonable alternative is available to the applicant.

(3) The Village Administrator **or Village Board of Trustees** may prescribe any conditions or requirements ~~he or she~~ **they** deem necessary to minimize the adverse effects upon the community or the surrounding community or the surrounding neighborhood.

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

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

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees
From: Chris Ranieri, Building Inspector
Subject: Request for Letter of Credit Release
Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval to authorize the release of a letter of credit for PAL Land (250 Patricia, East Dundee, IL) in the amount of \$35,608.08 from Wintrust Bank for water main improvements at this location.

Summary:

The Village has received a request from PAL Land, LLC to release the attached letter of credit as the 15 months has expired, and all the improvements are in working order.

Attachments:

Request for Release by PAL Land
Reduced Letter of Credit



June 26th, 2023

Village of East Dundee
Erika Storlie, Village Administrator
128 Barrington Ave
East Dundee, IL 60118

RE: Irrevocable Letter of Credit No. 2269

Hi Erika

We are requesting the release of the Irrevocable Letter of Credit No. 2269, originally secured for the water main of 250 Patricia Lane building. It was reduced on April 4th, 2022 for a 15 month duration to \$35,628.08 with Republic Bank. It was replaced by a new LOC, Drawn under Letter of Credit No. 10001420 dated September 6th, 2023 with Barrington Bank and Trust Company, N.A. (A Wintrust Bank) for the same dollar amount.

We are requesting the Village to release this LOC due to the required time duration of fifteen (15) months has expired.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read 'Joe Palumbo'.

Joe Palumbo
Palumbo Management LLC & Pal 250 LLC
847-844-0842 Office
708-373-7000 Cell



April 19, 2022

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

RE: Third Amendment to Original Letter of Credit No. 2269

Applicant: PAL Land, LLC / PAL 250, LLC
201 Christina Drive
East Dundee, Illinois 60118

Original Amount: \$756,290.90, reduced by \$171,142.97 on 06/11/21

Issued: October 26, 2020

Current Expiration Date: October 26, 2022

To Whom It May Concern:

This document shall serve as an official Bank document, whereby a certain fact pursuant to the above referenced Irrevocable Letter of Credit shall be amended as follows:

- 1.) The current Letter of Credit amount of \$171,142.97 is hereby reduced by \$135,514.89.
The new Letter of Credit amount is now \$35,628.08.

The language as specifically set forth in this amendment shall prevail over any and all corresponding terms as described in the original Letter of Credit and any of its subsequent amendments to date.

All other terms and conditions remain unchanged. This letter of amendment is to be considered as part of the subject Letter of Credit and must be attached thereto.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Irene M. Shamma'.

Irene M. Shamma
Assistant Vice President
Letter of Credit Coordinator

/ims

Republic Bank

2221 Camden Court, Oak Brook, IL 60523
p: 630.570.7700
RBankChicago.com

APPLICANT:

PAL LAND, LLC
PAL 250, LLC
201 CHRISTINA DRIVE
EAST DUNDEE, IL 60118

BENEFICIARY:

VILLAGE OF EAST DUNDEE
120 BARRINGTON AVENUE
EAST DUNDEE, IL 60118

ISSUED BY:

BARRINGTON BANK & TRUST COMPANY, N.A.,
C/O ITS SERVICE PROVIDER
WINTRUST FINANCIAL CORPORATION
ATTN: INTERNATIONAL SERVICES GROUP
231 S. LASALLE ST., 13TH FLOOR
CHICAGO, IL 60604

AMOUNT: USD35,628.08

(THIRTY FIVE THOUSAND SIX HUNDRED TWENTY EIGHT AND 08/100 U.S. DOLLARS)

LETTER OF CREDIT ISSUE DATE: SEPTEMBER 6, 2022

EXPIRATION DATE: SEPTEMBER 5, 2023

WE HEREBY ESTABLISH IN FAVOR OF THE ABOVE MENTIONED BENEFICIARY, OUR IRREVOCABLE LETTER OF CREDIT NUMBER 10001420 (THE "LETTER OF CREDIT"), IN THE AGGREGATE AMOUNT OF THIRTY FIVE THOUSAND SIX HUNDRED TWENTY EIGHT AND 08/100 U.S. DOLLARS (USD35,628.08) AVAILABLE BY NEGOTIATION OF YOUR DRAFTS AT SIGHT DRAWN ON BARRINGTON BANK & TRUST COMPANY, N.A., ("BANK") FOR THE ACCOUNT OF PAL LAND, LLC AND PAL 250, LLC IN THE AMOUNT OF THIRTY FIVE THOUSAND SIX HUNDRED TWENTY EIGHT AND 08/100 U.S. DOLLARS (USD35,628.08).

WE ENGAGE WITH YOU THAT ANY DRAFT AT SIGHT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE FULLY HONORED BY US PROVIDED THAT:

1. IT IS PRESENTED AT THE OFFICE OF BARRINGTON BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604, BY 4:00 P.M. CENTRAL TIME, ON OR BEFORE SEPTEMBER 5, 2023, OR ANY EXTENSION THEREOF AS PERMITTED BY THIS LETTER OF CREDIT.

2. IT IS ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT, AND ALL AMENDMENTS, IF ANY; AND

IT IS ACCOMPANIED BY A STATEMENT SIGNED BY THE VILLAGE ADMINISTRATOR OF THE BENEFICIARY, THE VILLAGE OF EAST DUNDEE, THAT:

3. "THE FUNDS ARE DRAWN UNDER LETTER OF CREDIT NO. 10001420 IN ACCORDANCE WITH THAT CERTAIN AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT" BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND PAL LAND, LLC DATED APRIL 2008 AND AS RESTATED NOVEMBER 12, 2012, AND AS AMENDED (COLLECTIVELY, THE "AGREEMENT")."

THIS IRREVOCABLE LETTER OF CREDIT EXPIRES ON SEPTEMBER 5, 2023, PROVIDED, HOWEVER, THAT THE BANK SHALL NOTIFY THE VILLAGE ADMINISTRATOR OF THE BENEFICIARY, THE VILLAGE OF EAST DUNDEE, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF SUCH EXPIRATION DATE AT LEAST NINETY (90) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT OR THE OBLIGATIONS CONTAINED HEREIN EXPIRE EXCEPT UPON SUCH PRIOR WRITTEN NOTICE, IT BEING EXPRESSLY AGREED BY THE BANK THAT THE EXPIRATION DATE SHALL BE EXTENDED AS REQUIRED TO COMPLY WITH THIS NOTICE PROVISION.

DRAFTS UNDER THIS LETTER OF CREDIT SHALL BEAR UPON THEIR FACE THE WORDS "DRAWN UNDER LETTER OF CREDIT NO. 10001420 DATED SEPTEMBER 6, 2022."

THE AMOUNT OF ANY DRAFT SHOWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSED SIDE HEREOF, AND THIS LETTER OF CREDIT SHALL BE PROMPTLY RETURNED TO THE BENEFICIARY AFTER PRESENTATION OF ANY DRAFT WHICH DOES NOT EXHAUST THE AMOUNT OF THIS LETTER OF CREDIT. THE BANK SHALL IMMEDIATELY NOTIFY THE BENEFICIARY OF ANY DEFECTS OR PROBLEMS WITH ANY ATTEMPT TO PRESENT THIS LETTER OF CREDIT OR TO OTHERWISE DRAW FUNDS HEREUNDER, WHICH MAY DELAY OR ADVERSELY IMPACT ANY DISBURSEMENT OF FUNDS HEREUNDER, IN ORDER TO ALLOW THE BENEFICIARY THE CLEAR OPPORTUNITY TO CORRECT ANY SUCH DEFECT OR PROBLEM.

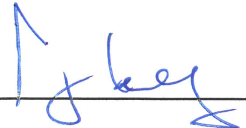
THIS DOCUMENTARY LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" UCP600 (2007 REVISION).

ANY REFERENCE IN THIS LETTER OF CREDIT TO THE AGREEMENT IS FOR IDENTIFICATION PURPOSES ONLY, AND SUCH AGREEMENT DOES NOT FORM A PART OF THIS LETTER OF CREDIT.

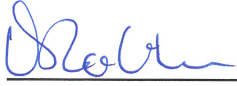
THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO BARRINGTON BANK & TRUST COMPANY, N.A., C/O ITS SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE ST., 13TH FLOOR, CHICAGO, IL 60604 REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY UNIT AT 1-312-981-0767 OR BY EMAIL TO OUR INTERNATIONAL SERVICES GROUP AT INTERNATIONALSERVICES@WINTRUST.COM.

BARRINGTON BANK & TRUST COMPANY, N.A.



TITLE: vice president
DATE: Sept 6, 2022



TITLE: Senior U.S. Specialist
DATE: Sept 6, 2022

Memorandum



To: Village President and Board of Trustees
Liquor Commissioner

From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk

Subject: Request for Liquor License by Club Copa Cabana

Date: July 17, 2023

Action Requested:

Staff submits for Village Board consideration, approval of an ordinance amending the number of Class A liquor licenses for Club Copa Cabana located at 940 Dundee Ave, East Dundee IL.

Summary:

The Village has received a request for a Class A liquor license from Club Copa Cabana located at 940 Dundee Avenue, East Dundee, IL 60118. The definition of a Class A liquor license is as follows:

Class A; Tavern

For the retail sale, on the premises specified of all kinds of legalized alcoholic liquors for consumption on the premises as well as other retail sales of the alcoholic liquors which include sales by original package to be consumed off the premises where sold. Beer and wine, in the original package, however, may be sold for consumption on the premises where sold.

Club Copa Cabana currently holds a Class G Banquet liquor license. The owner would like to expand the business and utilize their 2nd banquet room with a full-service bar and host entertainment such as Karaoke and live bands.

Representatives of Club Copa Cabana will be in attendance at the Village Board meeting on July 17 to answer any questions.

Attachments

Ordinance Amending the Number of Class A Liquor Licenses (Club Copa Cabana)

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AMENDING THE NUMBER OF CLASS A LIQUOR
LICENSES
(Club Copa Cabana)**

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

WHEREAS, Article IV of the Liquor Control Act (235 ILCS 5/4-1) authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcoholic liquor; and,

WHEREAS, The Village has received a request for a Class A liquor license for Club Copa Cabana located at 940 Dundee Ave, East Dundee, IL 60118.

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: That Section 116.05(B) of the Code of the Village of East Dundee, as amended, be and is hereby amended by changing to the list of authorized licenses for Class A as follows:

Classification	Number Permitted
“A	5”

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Award of Contract – 2023 Street Improvement Project

Date: July 17, 2023

Action Requested:

Staff recommends Villag Board approval of a resolution awarding the bid for the 2023 Street Improvement Project to Arrow Road Construction Company (Elk Grove, Illinois) in the amount of \$375,527.00 and authorize a total expenditure of up to the budgeted amount of \$471,700 in order to include one additional street to the resurfacing portion of the project.

Funding Source:

The SY 23 Budget appropriates the following funds for this project:

- Capital Projects Fund (32-31-6090):
 - \$436,700 for resurfacing
 - \$25,000 for pavement patching
 - \$55,000 for engineering (design and construction)
- General Fund (01-31-5150):
 - \$10,000 for curb and sidewalk replacement

Summary:

The proposed 2023 Street Improvement Project (“SIP”) involves the resurfacing of the following streets:

- Reese Avenue from the dead end to Hilton Lane;
- Hilton Lane from Reese Avenue to Oak Drive;
- Wendt Avenue from Hilton Lane to King Avenue;
- Balmoral Drive from IL 25 to Scott Drive; and
- Balmoral Court.

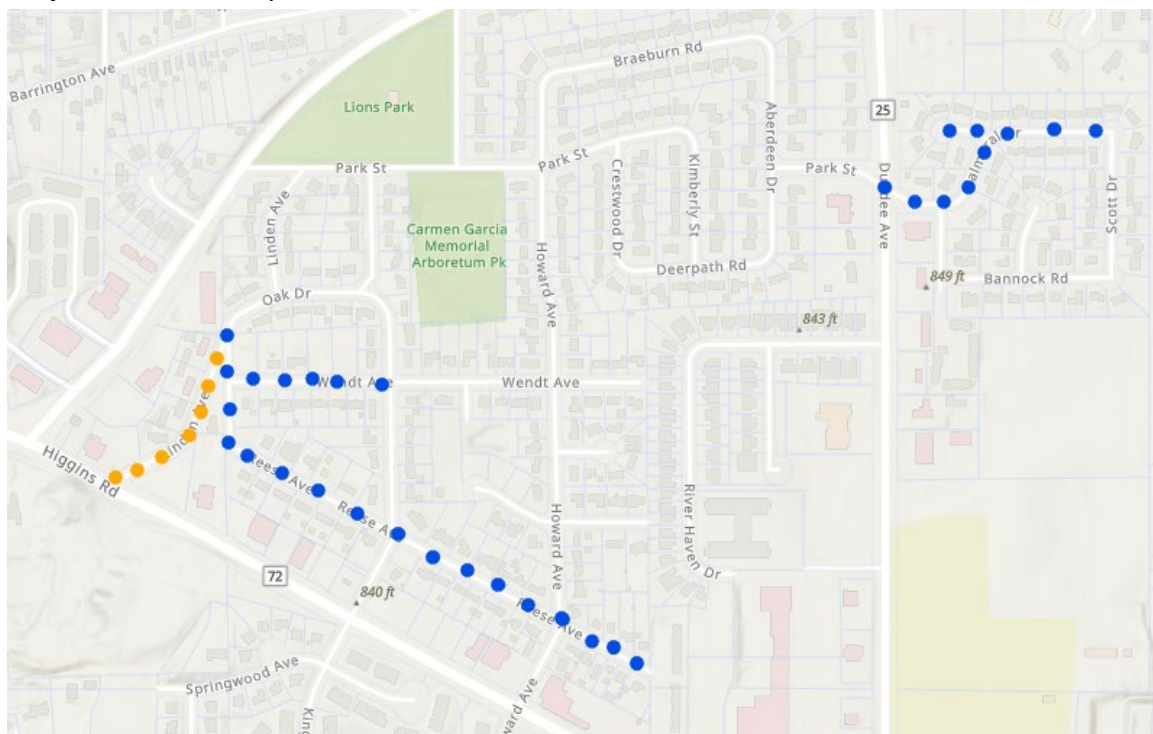
The project will also include pavement patching and replacement of curb and sidewalk at various locations throughout the Village.

On July 12, 2023, the Village received and opened six (6) bids for this project. As indicated in the Village Engineer’s summary memorandum and Tabulation of Bids, both attached hereto, the

low bidder for this project is Arrow Road Construction Company with a bid of \$375,527.00. Arrow Road's low bid comes in under budget by approximately \$96,000. Therefore, staff is requesting approval to add one street to the resurfacing portion of the program – Linden Avenue from IL 72 to Oak Drive. The engineer's cost estimate to resurface Linden Avenue, which is in poor condition and contiguous to the proposed project, is approximately \$70,000. With adding Linden Avenue to this year's project, the project will still come in under the budgeted amount.

Arrow Road has previously worked for the Village, most recently in 2020, 2021, and 2022, and performed well. Therefore, staff concurs with the Village Engineer's recommendation to award a contract to Arrow Road Construction Company for the 2023 SIP in the amount of \$375,527.00. Staff is additionally seeking approval to add Linden Avenue to the resurfacing portion of the project and authorization of a total expenditure of up to the budgeted amount of \$471,700.00.

Project Location Map:



Blue dots - budgeted project
Orange dots – proposed addition

Attachments:

Resolution

Memorandum from Gerald L. Heinz & Associates

Tabulation of Bids

RESOLUTION NUMBER ____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
AWARDING A BID TO ARROW ROAD CONSTRUCTION COMPANY IN
THE AMOUNT OF \$375,527.00 FOR THE 2023 STREET IMPROVEMENT PROJECT
AND AUTHORIZE A TOTAL EXPENDITURE OF UP TO
THE BUDGETED AMOUNT OF \$471,700.00**

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

WHEREAS, the Village of East Dundee ("Village") maintains and improves its roadway system: and

WHEREAS, the Village solicited competitive bids for the 2023 Street Improvement Project and determined that the lowest responsible bidder for the project is Arrow Road Construction Company with a bid amount of \$375,527.00;

WHEREAS, Village Staff recommends the approval of the Arrow Road Construction Company bid in the amount of \$375,527.00 for the resurfacing of Reese Avenue from the dead end to Hilton Lane, Hilton Lane from Reese Avenue to Oak Drive, Wendt Avenue from Hilton Lane to King Avenue, Balmoral Drive from IL 25 to Scott Drive, Balmoral Court; and pavement patching and replacement of curb and sidewalk at various locations throughout the Village; and

WHEREAS, Village Staff recommends adding Linden Avenue from IL 72 to Oak Drive to the resurfacing portion of the project and authorizing a total project expenditure of up to the budgeted amount of \$471,700.00; and

WHEREAS, the Village's corporate authorities determine that it is in the Village's best interest to retain Arrow Road Construction Company for the resurfacing of Reese Avenue, Hilton Lane, Wendt Avenue, Balmoral Drive, Balmoral Court and Linden Avenue; and pavement patching and replacement of curb and sidewalk at various locations throughout the Village;

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

SECTION 1: The Village's corporate authorities approve Arrow Road Construction Company's bid in the amount of \$375,527.00 for the resurfacing of Reese Avenue, Hilton Lane, Wendt Avenue, Balmoral Drive, and Balmoral Court, along with pavement patching and replacement of curb and sidewalk at various locations throughout the Village, and

approve adding Linden Avenue to the project and a total project expenditure of up to the budgeted amount of \$471,700.00 and further authorize and direct the President or Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 17th day of July, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 17th day of July, 2023.

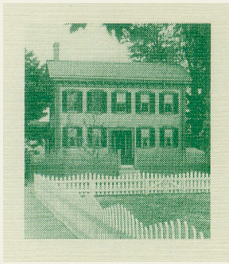
Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2023.



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: July 12, 2023

TO: Village President and Village Trustees

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: 2023 Street Improvement Program

Job No. ED-2326

Bids were opened on the 2023 Street Improvement Program today at 10:00 A.M.. Six (6) bids were received, ranging from the low bid of \$375,527.00 to a high bid of \$480,000. A tabulation of bids is included with this memo for your information. The lowest bid was received from Arrow Road Construction Company of Elk Grove Village, Illinois. Their bid is approximately 16.12% below our engineer's estimate of construction costs of \$447,695.50. The budget for this year's street improvement program is \$491,700 for street overlays, \$25,000 for patching, and \$10,000 for sidewalk and curb replacements for a total of \$526,700 which includes design engineering, construction and construction engineering.

We would recommend that the Village Board award the contract to the lowest responsible bidder, Arrow Road Construction Company by the following action:

1. Move to award the 2023 Street Improvement Program contract to Arrow Road Construction Company in the amount of \$375,527.00, provided that the village does not receive any protests within eight (8) days of the bid opening or by July 20th; and
2. Authorize the Village President and Clerk to execute the contract documents and all other forms required during the course of the project.

Arrow Road Construction Company is prequalified with IDOT for this type of work. They were also the contractor for last year's street maintenance program.

If you have any further questions or need more information, please do not hesitate to contact us.

cc Erika Storlie, Village Administrator
Phil Cotter, Dir. of Public Works
Brandiss Martin, Finance Director



Tabulation of Bids - 6 Bidders

Local Public Agency

Village of East Dundee

County

Kane

Section Number

2023 SIP

Letting Date

07/12/23

Approved Engineer's Estimate

\$447,695.50

Attended By (IDOT Representative(s))

Phil Cotter, Dir. Public of Works

Bidder's Name	Arrow Road Const. Co.	Orange Crush	Geske & Sons, Inc.	A Lamp Concrete Contractors, Inc.	J.A. Johnson Paving Co.	Plote Construction, Inc.	
Bidder's Address	1445 Oakton Street	321 Center St.	400 E. Terra Cotta Ave.	1900 Wright Blvd.	1025 E. Addison Ct.	1100 Brandt Drive	
City, State, Zip	Elk Grove, IL, 60007	Hillside, IL 60162	Crystal Lake, IL 60014	Schaumburg, IL60193	Arlington Hts, IL 60005	Hoffman Est., IL 60192	
Proposal Guarantee	5%	5%	5%	5%	5%	5%	
Terms							

Approved Engineer's Estimate																				
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Crushed Stone																			
	(Temporary Use)		Ton	9	\$45.0000	\$405.00	\$30.0000	\$270.00	\$45.0000	\$405.00	\$30.0000	\$270.00	\$15.0000	\$135.00	\$45.0000	\$405.00	\$30.0000	\$270.00		\$0.00
2	Topsoil Placement,																			
	Special		Sq. Yd.	152	\$15.0000	\$2,280.00	\$0.1000	\$15.20	\$12.0000	\$1,824.00	\$22.4000	\$3,404.80	\$6.0000	\$912.00	\$20.0000	\$3,040.00	\$15.0000	\$2,280.00		\$0.00
3	Seeding, Class 1A		Sq. Yd.	152	\$6.0000	\$912.00	\$25.0000	\$3,800.00	\$6.0000	\$912.00	\$8.9600	\$1,361.92	\$4.0000	\$608.00	\$8.0000	\$1,216.00	\$1.0000	\$152.00		\$0.00
4	Erosion Control Blanket		Sq. Yd.	152	\$8.0000	\$1,216.00	\$3.0000	\$456.00	\$6.0000	\$912.00	\$8.9600	\$1,361.92	\$6.0000	\$912.00	\$8.0000	\$1,216.00	\$5.0000	\$760.00		\$0.00
5	Bituminous Materials																			
	(Tack Coat)		Lbs.	9113	\$1.0000	\$9,113.00	\$1.1500	\$10,479.95	\$1.0000	\$9,113.00	\$0.3000	\$2,733.90	\$0.0100	\$91.13	\$0.0100	\$91.13	\$0.0100	\$91.13		\$0.00
6	Leveling Binder																			
	(Machine Method), N50		Ton	1553	\$95.5000	\$148,311.50	\$83.9000	\$130,296.70	\$80.0000	\$124,240.00	\$89.2000	\$138,527.60	\$99.0000	\$153,747.00	\$86.0000	\$133,558.00	\$92.0000	\$142,876.00		\$0.00
7	Hot-Mix Asphalt Surface																			
	Coarse, Mix D, N50		Ton	1164	\$102.5000	\$119,310.00	\$86.0000	\$100,104.00	\$80.0000	\$93,120.00	\$89.2000	\$103,828.80	\$99.0000	\$115,236.00	\$92.0000	\$107,088.00	\$101.0000	\$117,564.00		\$0.00
8	Hot-Mix Asphalt Surface																			
	Removal, 3-1/2"		Sq. Yd.	13343	\$4.0000	\$53,372.00	\$1.8000	\$24,017.40	\$4.0000	\$53,372.00	\$3.2900	\$43,898.47	\$3.0000	\$40,029.00	\$3.5000	\$46,700.50	\$5.0000	\$66,715.00		\$0.00
9	Hot-Mix Asphalt Surface																			
	Removal (Butt Joints)		Sq. Yd.	157	\$5.0000	\$785.00	\$2.0000	\$314.00	\$18.0000	\$2,826.00	\$12.0000	\$1,884.00	\$5.0000	\$785.00	\$1.0000	\$157.00	\$5.0000	\$785.00		\$0.00
10	Comb. Concrete Curb																			
	and Gutter Removal		Lin. Ft.	441	\$15.0000	\$6,615.00	\$20.7000	\$9,128.70	\$12.0000	\$5,292.00	\$21.7400	\$9,587.34	\$6.5000	\$2,866.50	\$16.0000	\$7,056.00	\$14.0000	\$6,174.00		\$0.00
11	Sidewalk Removal		Lin. Ft.	330	\$6.0000	\$1,980.00	\$6.5000	\$2,145.00	\$3.0000	\$990.00	\$6.8300	\$2,253.90	\$1.8500	\$610.50	\$3.5000	\$1,155.00	\$7.5000	\$2,475.00		\$0.00
12	Portland Cement Conc.																			
	Sidewalk, 5"		Sq. Ft.	400	\$12.0000	\$4,800.00	\$12.0000	\$4,800.00	\$11.0000	\$4,400.00	\$12.6000	\$5,040.00	\$13.0000	\$5,200.00	\$32.0000	\$12,800.00	\$25.0000	\$10,000.00		\$0.00
13	Comb. Conc. Curb &																			
	Gutter, Type B-6.18 (Spe		Lin.Ft.	30	\$45.0000	\$1,350.00	\$53.7000	\$1,611.00	\$52.0000	\$1,560.00	\$56.3900	\$1,691.70	\$50.0000	\$1,500.00	\$90.0000	\$2,700.00	\$80.0000	\$2,400.00		\$0.00
14	Expan. Tie Anchors, 3/4"		Each	15	\$10.0000	\$150.00	\$55.0000	\$825.00	\$50.0000	\$750.00	\$57.7500	\$866.25	\$15.0000	\$225.00	\$25.0000	\$375.00	\$45.0000	\$675.00		\$0.00
15	Sawing HMA Pvt (Spl)		Lin. Ft.	30	\$20.0000	\$600.00	\$10.0000	\$300.00	\$9.5000	\$285.00	\$5.0000	\$150.00	\$7.0000	\$210.00	\$10.0000	\$300.00	\$10.0000	\$300.00		\$0.00
16	Manholes to be Recon.																			
	w/ New Type 1 Frame,																			
	Closed Lid		Each	7	\$2,750.0000	\$19,250.00	\$2,850.0000	\$19,950.00	\$2,200.0000	\$15,400.00	\$2,992.5000	\$20,947.50	\$1,850.0000	\$12,950.00	\$2,850.0000	\$19,950.00	\$2,850.0000	\$19,950.00		\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
17	Strip Reflective Crack																			
	Control Treatment		Lin. Ft.	4452	\$3.0000	\$13,356.00	\$1.7500	\$7,791.00	\$6.0000	\$26,712.00	\$2.9100	\$12,955.32	\$1.9500	\$8,681.40	\$2.7700	\$12,332.04	\$1.7500	\$7,791.00		\$0.00
18	Thermo. Pvt. Marking, 4"		Lin.Ft.	180	\$5.0000	\$900.00	\$5.0000	\$900.00	\$12.0000	\$2,160.00	\$11.0000	\$1,980.00	\$7.0000	\$1,260.00	\$5.0000	\$900.00	\$1.8000	\$324.00		\$0.00
19	Thermo. Pvt. Marking, 24		Lin. Ft.	101	\$20.0000	\$2,020.00	\$30.0000	\$3,030.00	\$35.0000	\$3,535.00	\$23.1000	\$2,333.10	\$10.2500	\$1,035.25	\$10.0000	\$1,010.00	\$9.0000	\$909.00		\$0.00
20	Detectable Warnings		Sq. Ft.	56	\$45.0000	\$2,520.00	\$40.0000	\$2,240.00	\$35.0000	\$1,960.00	\$42.0000	\$2,352.00	\$25.0000	\$1,400.00	\$30.0000	\$1,680.00	\$50.0000	\$2,800.00		\$0.00
21	Comb. Conc. Curb &																			
	Gutter, Type M-3.12		Lin. Ft.	411	\$40.0000	\$16,440.00	\$48.0000	\$19,728.00	\$38.0000	\$15,618.00	\$50.4000	\$20,714.40	\$37.0000	\$15,207.00	\$88.0000	\$36,168.00	\$45.0000	\$18,495.00		\$0.00
22	C.B. to be Adj. w/ New																			
	Type 11 Frame & Grate		Each	5	\$950.0000	\$4,750.00	\$1,225.0000	\$6,125.00	\$1,200.0000	\$6,000.00	\$1,286.2500	\$6,431.25	\$1,025.0000	\$5,125.00	\$1,225.0000	\$6,125.00	\$1,225.0000	\$6,125.00		\$0.00
23	Class D Patch, Type I,4"		Sq. Yd.	80	\$62.0000	\$4,960.00	\$57.5000	\$4,600.00	\$40.0000	\$3,200.00	\$35.6500	\$2,852.00	\$57.0000	\$4,560.00	\$52.0000	\$4,160.00	\$50.0000	\$4,000.00		\$0.00
24	Class D Patch, Type I,4"		Sq. Yd.	100	\$60.0000	\$6,000.00	\$56.5000	\$5,650.00	\$40.0000	\$4,000.00	\$35.6500	\$3,565.00	\$50.0000	\$5,000.00	\$52.0000	\$5,200.00	\$50.0000	\$5,000.00		\$0.00
25	Class D Patch, Type I,4"		Sq. Yd.	100	\$58.0000	\$5,800.00	\$55.5000	\$5,550.00	\$40.0000	\$4,000.00	\$35.6500	\$3,565.00	\$50.0000	\$5,000.00	\$50.0000	\$5,000.00	\$50.0000	\$5,000.00		\$0.00
26	Class D Patch, Type I,4"		Sq. Yd.	100	\$55.0000	\$5,500.00	\$55.0000	\$5,500.00	\$40.0000	\$4,000.00	\$35.6500	\$3,565.00	\$50.0000	\$5,000.00	\$50.0000	\$5,000.00	\$50.0000	\$5,000.00		\$0.00
27	Traffic Control & Protecti																			
	Std 701501		L. Sum	1	\$15,000.0000	\$15,000.00	\$5,900.0500	\$5,900.05	\$9,900.0000	\$9,900.00	\$10,900.0000	\$10,900.00	\$30,000.0000	\$30,000.00	\$29,061.3300	\$29,061.33	\$51,088.8700	\$51,088.87		\$0.00
Total Bid:						As Read:	\$375,527.00		\$396,486.00		\$409,021.17		\$418,285.78		\$444,444.00		\$480,000.00			
						As Calculated:	\$375,527.00		\$396,486.00		\$409,021.17		\$418,285.78		\$444,444.00		\$480,000.00		\$0.00	
						% Over/Under:	(16.12)%		(11.44)%		(8.64)%		(6.57)%		(0.73)%		7.22 %			

Memorandum



To: Village President and Board of Trustees

From: James R Kruger, Chief of Police

Subject: Liquor Commission and DUI Prosecution Legal Services

Date: July 17, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an agreement with Griffin Williams McMahon and Walsh (21 N. Fourth Street, Geneva, Illinois 60134) in the amount of \$750 per month for local prosecution of DUI services and in the amount of \$275 per hour for Liquor Commission representation for the Village of the East Dundee, Illinois.

Funding Source:

Account 01-21-5120, Police Legal Services

Summary:

Over past several months, the Police Department has been utilizing the legal services of Mr. Joseph McMahon, former States Attorney of Kane County as a temporary prosecutor for DUI arrests arising from local ordinance charges. Prior to this the Department had utilized the services of the Law Offices of Kim DiGiovanni of Wheaton. Ms. DiGiovanni had since been appointed an Associate Judge for the 16th Judicial Circuit of Kane County which required us to utilize another law firm. Mr. McMahon stepped in to support Judge DiGiovanni's clients in the interim. He has of course extensive experience as a prosecutor and performs these services for several communities in Kane County. As such, he is already present in the Kane County Judicial Center on other matters, keeping our costs to a minimum. He is also well aware of the requirements of when to upgrade DUI charges to a felony and when the case should be referred to the Kane County States Attorney for prosecution.

Mr. McMahon has requested we move to a monthly retainer of only \$750.00 per month for up to five DUI cases per month to reduce administrative costs and allow us to budget more effectively.

Elrod Friedman (EF) had also recommended we also enter into a relationship with a firm, other than EF to represent the Police Department in the adjudication of Liquor Commission cases since EF would be representing the Commission. Since staff recommends Mr. McMahon to continue to provide DUI prosecution services, we also recommended Mr. McMahon provide

those services as well. This will also allow for continuity when cases may overlap as both a DUI and a Liquor Commission matter.

Village Attorney Gandurski spoke to another firm that EF utilizes for similar work located in Waukegan. Since there would be significant amount of travel time billed, the consensus was that Griffin Williams McMahon and Walsh would be the better choice. Mr. McMahon also is originally from Dundee Township and very familiar with the community and our business establishments.

Attachments:

Resolution

Engagement Letter: Liquor Commission

Engagement Letter: DUI Prosecution

RESOLUTION NUMBER __-23

**A RESOLUTION AUTHORIZING AN ENGAGEMENT LETTER
WITH GRIFFIN WILLIAMS MCMAHON & WALSH LLP**

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

WHEREAS, from time to time, the Village requires legal representation in connection with the prosecution of liquor license and related Village of East Dundee Code of Ordinances violations (“Services”); and

WHEREAS, the Village has engaged Griffin Williams McMahon & Walsh LLP (“Contractor”) to provide Services for the Village; and

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

WHEREAS, the Village Board of Trustees find that the Agreement is in the best interest of the Village;

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk



*Attorneys and
Counselors at Law*

Joseph H. McMahon

Direct: 630.402.0109
jcmahon@gwmwlaw.com

June 22, 2023

Via E-Mail: (estorlie@eastdundee.net)

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

Re: Liquor license violations

Dear Ms. Storlie and Trustees of the Village Board:

Thank you for considering my law firm to represent the Village of East Dundee in the prosecution of liquor license and related code violations. I have agreed to represent East Dundee and have set out the following fee arrangement.

1. Engagement and Scope of Legal Services to be Performed. The Village of East Dundee ("Client") retains Griffin Williams McMahon & Walsh, LLP (the "Firm") to represent it in connection with the prosecution of liquor license and related code violations, and such other matters as Client may from time-to-time request and the Firm may agree in writing to perform.
2. Compensation, Billing and Expenses. Client agrees to pay the Firm's fees on the basis set forth herein. Client is responsible for the entire amount of the legal fees for services rendered. Firm will charge by the hour at the rate of \$275 for time that its legal personnel devote to the representation of Client. Joseph H. McMahon will be principally involved in providing such legal services. From time to time, other legal personnel may render services for Client in connection with this agreement. The hourly rates of other legal personnel will not exceed the hourly rate of Joseph H. McMahon.

Firm is authorized to incur on behalf of Client, costs and expenses deemed necessary by Firm to perform legal services under this agreement. Client agrees to pay for those costs and expenses as they are charged to Client. Examples of such costs and expenses include

court and filing fees, telephone charges, postage, copying charges, delivery charges and mileage. These costs and expenses are also subject to periodic adjustment.

In general, itemized statements of services and disbursements will be sent monthly, with payment to be made within thirty (30) days of the invoice date. If Client fails to pay Firm's statement within sixty (60) days of billing, Firm may withdraw from representation by giving Client written notice of withdrawal. Acceptance of late payment by Firm shall not be a waiver of Client's obligation to make timely payments.

If you ever have any questions regarding the billing format or any information contained in any invoice or statement, please let me know immediately so that we can attempt to resolve any concerns fairly and without delay.

3. Advance Deposit. We do not require an initial advance deposit for this matter.
4. Disclaimer of Guarantee. Firm has made no promise or guarantees to Client about the outcome of the representation undertaken by Firm. Estimates of fees are precisely that, estimates only and are not an agreement to perform services for a fixed fee. Firm's fees, costs and expense are on the basis described herein. Legal fees can exceed Firm's estimates as the scope of services required and/or the time necessary to complete them may exceed Firm's best estimates.
5. Client Duties. A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers. We will therefore keep you informed of the status of this matter as it progresses and would be pleased to discuss the preparation of periodic status reports. If you wish us to make sure that a particular client representative or representatives are kept informed, please let us know so that we may make appropriate arrangements. In addition, please feel free to contact me at any time if you ever have questions about any aspect of our work on this matter.

We must require, however, that you provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel and that client personnel be made available to meet with us notwithstanding their other duties. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer and we may, in fact, feel constrained to withdraw from any further work.

By signing this agreement, you understand that your matter will be processed by Griffin Williams McMahan & Walsh LLP including other attorneys, and staff. The duty of

confidentiality extends across all members of Griffin Williams McMahon & Walsh LLP and client consents to the sharing of information in this manner.

Enclosed is a copy of this letter for your review and consideration by you and the Village Board. If this letter reflects your understanding of our relationship, and the Village Board approves our retention as attorneys, please sign, date, and return a copy of this letter to me. I understand the volume of work is uncertain and may change over time and agree to revisit our fee structure and the possibility of a flat fee or another alternative billing format that is acceptable to both Firm and Client.

On behalf of the firm, we are happy to represent the Village of East Dundee and we look forward to working with you and the East Dundee Trustees. If you have any questions, please contact me at your convenience.

Very truly yours,

GRIFFIN WILLIAMS MCMAHON & WALSH, LLP

/s/ *Joseph H. McMahon*

Joseph H. McMahon

The terms of the foregoing letter are agreed to and accepted as of _____, 2023.

Village of East Dundee

By: _____

Its: Village Administrator

C: Ms. Kelley Gandurski (Kelley.Gandurski@ElrodFriedman.com)



*Attorneys and
Counselors at Law*

Joseph H. McMahon

June 5, 2023

Direct: (630) 402-0109
jcmcmahon@gwmwlaw.com

Via: U.S. Mail and Email

Chief James R. Kruger Jr., CPC
East Dundee Police Department
Village of East Dundee
East Dundee, Illinois 60118

Re: Local Prosecution of East Dundee DUI violations

Dear Chief Kruger,

Thank you for the opportunity to work with you and your department to prosecute driving under the influence (DUI) cases filed as ordinance violations in the County of Kane. As you know, we began prosecuting all DUI ordinance violations that were pending as of November 28, 2022, and all new cases filed since that date.

I understand the Village of East Dundee (Village or East Dundee) paid the previous local prosecutor a flat fee per case. I am proposing that we change the fee structure from a per case basis to a flat fee per month in the amount \$750.00 for up to five (5) new DUI cases per month. If the volume of DUI cases increases, we can revisit the monthly flat fee, however since we started serving as your local prosecutor for DUI cases, East Dundee has not filed more than five new cases in any given month.

In the course of my representation, I will use my best efforts in representing the Village and performing said legal services faithfully, professionally, ethically and with all due diligence. I will personally and through attorneys within my law firm, appear and prosecute violations of Section 11-501 of the Illinois Traffic Code charged under the local Ordinances of the Village of East Dundee, Illinois, and any companion matters, on behalf of the Village at all court calls where such cases are scheduled in the Circuit Court of the Sixteenth Judicial Circuit, assume any clerical or administrative tasks related to the prosecution of these cases, including witness and complainant notices for the scheduling of trial dates and the mailing of same to the appropriate parties, and prepare police officers and other witnesses for their appearance in court.

Prosecutorial discretion with respect to the disposition of a particular case or class of cases is subject to my direction as counsel for East Dundee and may be limited pursuant to policies promulgated by the Police Department or Village Board. I will adhere at all times to the Illinois Rules of Professional Conduct as promulgated by the Illinois Supreme Court, and in particular to Rule 3.8 setting forth special rules of conduct for prosecutors. Moreover, whenever I am presented a case where, based on

the driver's history or the circumstances of the arrest, the driver may be subject to prosecution as a felony under Section 11-501 of the Illinois Traffic Code, I will notify the State's Attorney in the county where the driver's conduct occurred of the case and not thereafter proceed with the prosecution unless the State's Attorney rejects or denies felony charges for the conduct.

During the time of my engagement, I will maintain appropriate professional liability insurance and provide proof of the same to you upon your request. Further, I and the attorneys in my firm actually engaged in the prosecution of DUI matters for East Dundee will not represent parties with interests adverse to the Village of East Dundee.

From time-to-time, and at no additional cost to East Dundee, I will meet with Village personnel, including, but not limited to, the Chief, and Police Command Staff, upon your request in order to discuss issues relevant to the provision of legal services pursuant to this engagement letter. Further, I will periodically provide training to members of the Police Department on matters related to driving under the influence investigations and prosecutions.

My service to East Dundee shall be as an independent contractor, and not as an employee of the Village of East Dundee. I acknowledge that neither me nor any of my employees are employees of the Village of East Dundee and are not eligible for Village benefits, worker's compensation, or unemployment benefits or any other rights or benefits the Village confers upon its employees.

The Village recognizes that from time to time, whether for personal or professional reasons, I may be unable to appear personally on behalf of the Village. I will utilize attorneys in my law firm to perform these duties in my stead. In the event of a professional conflict that disqualifies me and the other attorneys in my law firm from prosecuting a particular matter, unless otherwise agreed to in writing by me, I am responsible for all costs associated with obtaining substitute counsel.

Beginning the period of December 1, 2022, the Village will pay Griffin, Williams, McMahon & Walsh, LLP a total fee of seven hundred fifty and 00/100 dollars (\$750.00) per month. I will issue invoices for December 2022, and January through June 2023 immediately. Thereafter, I will invoice the Village monthly for such services and the Village shall approve and pay such invoices in accordance with the Local Government Prompt Payment Act. Moreover, the Village shall reimburse my law firm for any actual out-of-pocket costs incurred in its provision of services such as filing fees, service fees, costs for transcripts or court reporting services, docketing fees, and the like, upon presentation of proof of payment for the same, and not to exceed \$150.00 per quarter.

My engagement will remain in effect until or unless terminated by either party with thirty (30) days' notice to the other. Either party may terminate the engagement at any time upon thirty (30) days' written notice to the other for any reason, or for no reason at all. You may also elect to terminate the agreement immediately in the event that I become physically unable or ineligible to practice law.

Thank you for the opportunity to serve the Village and for your commitment to public safety. I look forward to working with you and the men and women of the East Dundee Police Department.

Very truly yours,

GRIFFIN WILLIAMS
MCMAHON & WALSH, LLP

/s/ *JOSEPH H. mcmahon*

Joseph H. McMahon

I have read and agree to the conditions set forth in this Engagement Letter and appointment of Joseph H. McMahon, as special counsel to the Village of East Dundee, Illinois subject to the aforementioned terms and conditions.

Signed: _____

James R. Kruger, Chief of Police
East Dundee Police Department

Date: _____

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Franco Bottalico, Assistant to the Village Administrator

Subject: Verizon Wireless Cell Tower Lease Agreement Proposal

Date: July 17, 2023

Action Requested:

Staff request Village Board discussion and direction in response to a proposal made to the Village by Verizon Wireless to enter into a new lease agreement for the placement of cellular antennae equipment on Village property.

Summary:

In February, the Village received a letter from Verizon Wireless asking to consider a revised lease agreement that aligns with Verizon's "Lease Optimization Program". The proposal included a longer lease duration, but a considerably lower monthly rental amount paid to the Village. Staff countered that offer, but was met with a denial and a new proposed offer and monthly rental amount rate. These details are outlined in the table below. Staff notes that their latest proposal is still approximately \$615 lower each month than what the Village is currently receiving in rental income. Verizon Wireless states that should the Village disagree with their proposal, they may consider terminating the lease early. According to the lease agreement, the termination fee is the equivalent of three (3) months' rent. Additionally, Staff has also received a letter from AT&T indicating they would be sending the Village a similar proposal as well, but Staff has not received anything to date yet from AT&T.

Staff has reached out to other municipalities to see if they have also been approached by Verizon Wireless regarding their Lease Optimization Program revised lease offer. The Village of North Aurora has expressed they decided not accept Verizon's proposal, and the Village of Elburn stated they received a similar offer from AT&T and have not accepted AT&T's proposal. Both municipalities have not heard back from both cell phone providers after a considerable amount of time.

Below is a table that outlines Verizon's current lease, their proposals, and Staff's counter.

	Current Verizon Lease	Proposed Change by Verizon Feb. 14, 2023	Village Counter – Declined by Verizon	New Proposal by Verizon May 1, 2023
Location		100 Prairie Lakes Roadsite site: 142356	100 Prairie Lakes Roadsite site: 142356	100 Prairie Lakes Roadsite site: 142356
Start Date	9/1/2015			
Term Ends	8/31/2025			
Lease Expires	8/31/2035	9/1/2053	09/1/2033	9/1/2048
Annual Rent Income	\$46,375.20	\$37,920.00	\$47,766.48	\$39,000
Monthly	\$3,864.60	\$3,160.00	\$3,980.54	\$3,250
Rent Escalator	2% annually	10% every 5 years	3% annually	10% every 5 years
Additional Renewals		5 additional 5-year renewals	2 additional 5-year renewals	5 additional 5-year renewals
Verizon Rent Income Guarantee		\$189,600 for 60 months	\$251,600.67 for 60 months	\$195,000 for 60 months

Staff is seeking direction from the Village Board on how to proceed with Verizon's proposal, as well as AT&T's possible proposal in the future. The Village's possible scenarios are as follows since our counter was not well received by Verizon:

- 1) Accept Verizon Wireless' latest proposal and accept a lower monthly rental income of approximately \$615 with a guarantee of \$195,000 over 5 years. Include a new lease agreement that the tenant cannot terminate the lease; or
- 2) Decline proposal and Verizon Wireless does not terminate lease prior to 08/31/2025; or
- 3) Decline proposal and Verizon Wireless terminates the lease by paying three (3) months' rent.

Attachments:

Current Lease Agreement

Letter from Verizon

Market: Chicago
Cell Site Number: 224037
Cell Site Name: East Dundee WT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Village of East Dundee, an Illinois municipal corporation, having a mailing address of 120 Barrington Avenue, East Dundee, Illinois 60118 (hereinafter referred to as "**Landlord**") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, identified as parcel number 324226009, in the County of Kane, State of Illinois (collectively, the "**Property**"), legally described in **Exhibit 1**. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **PREMISES.**

a) Landlord leases to Tenant a portion of the Property consisting of (i) ground area space ("**Land Space**") of approximately 760 square feet including the air space above such ground space for installation of its equipment shelter; and (ii) space on the water tower ("**Tower**") as shown on Exhibit 2, with a centerline height of eighty feet (80') with the leased space ten feet (10') above and below that centerline, owned by Landlord, for installation of LESSEE's antenna facilities ("**Tower Space**"), (iii) together with such non-exclusive easement and consent for ingress and egress ("**Access Easement**") and easements for the installation of utilities over and through the Property ("**Utility Easement**") as are necessary for the antennas and initial installation as described on attached **Exhibit 1** (the Land Space, Tower Space, Access Easement and Utility Easement are hereinafter collectively referred to as the "**Premises**").

b) Nothing in this Agreement shall preclude Landlord from leasing or licensing other space for communications equipment to any person or entity, which may be in competition with Tenant, or any other party outside of Tenant's leased premises.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, utility wires, conduits, cables, fiber optic cables, and improvements, which may include an equipment shelter, associated antennas, and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Any and all construction, maintenance, repairs, replacements, and upgrades shall be performed pursuant to the Building Code of the Village of East Dundee and conducted

by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. Tenant agrees that all installations and construction described in this Agreement shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations and without the attachment of any construction liens. All costs associated with the installation of Tenant's Communication Facility, including permit costs and the cost of extending electrical service to Tenant's equipment shall be paid by Tenant, Landlord and Tenant agrees that any portion of the Communication Facility shall be legally described on **Exhibit 1**. The parties agree that Exhibit 1 will not be deemed to limit Tenant's Permitted Use as provided herein. The parties further agree that **Exhibit 2** attached hereto and incorporated herein shall include drawings for Tenant's initial installation of the Communications Facility. Landlord's execution of this Agreement shall signify Landlord's approval of Exhibit 1 and approval of Tenant's installation as identified on Exhibit 2. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant may, at its expense, make such improvements on the Property as it deems necessary from time to time for the operation of the Communications Facility, however the installation of any additional antennae, cables or expansion of existing facilities, in addition to Tenant's equipment as identified on Exhibit 2, shall be subject to the written approval of Landlord. Landlord's approval shall not be unreasonably withheld or delayed. In the event Tenant desires to modify or Upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the date Tenant commences installation of the equipment on the Premises. In the event the date Tenant commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "**Commencement Date**"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date.

b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

c) If at least sixty (60) days prior to the end of the third (3rd) Extension Term, either Landlord or tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the third (3rd) Extension Term, then upon the expiration of the third (3rd) Extension Term this Agreement shall continue subject to re-negotiation of the terms and conditions for a further one

(1) year term, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall equal to the rent paid for the last month of the third (3rd) Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

d) The Initial Term, the Extension Term(s), if any, and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

a) Commencing on the Commencement Date rental payments shall commence and be due at a total annual rental of Forty Thousand Three Hundred Seventy Two and 44/100 Dollars (\$40,372.44) to be paid in equal monthly installments on the first day of the month, in advance to Landlord at the address set forth above. In partial months occurring after the Commencement Date, Rent will be prorated. Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Date.

b) The annual rent shall increase on each anniversary of the Commencement Date by an amount equal to two percent (2 %) of the total annual rent for the previous year.

c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

d) Upon receipt of written request by Landlord, Tenant shall pay to Landlord a late payment charge equal to 1.5% of the total monthly amount due then due but not paid within thirty (30) days after the date on which such rent is due.

5. APPROVALS.

a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice prior to the Tenant taking possession of the Property. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon written notice to Landlord.

c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

a) By either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the application cure periods;

b) By Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

c) By Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

d) By Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 19 Severability, 20 Condemnation or 21 Casualty of this Agreement.

e) By Landlord upon 365 days written notice to Tenant, if Landlord in its sole discretion and for any reason decides to discontinue use of and dismantle the Tower.

7. **INSURANCE.**

a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance minimum limit of liability of \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

a) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Landlord or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the parties. Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference with any such existing equipment. Tenant warrants that its use of the Premises will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

Interference means (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Premises or any equipment on the Premises.

b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

c) Landlord will not use, nor will landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this agreement, to elect to enjoin such interference or to terminate this Agreement upon written notice to Landlord.

d) Tenant will use the Premises in a manner that will not unreasonably disturb or interfere with the use of the Property by the Landlord or other authorized users such as municipal agents, employees, or government agents or employees, not including telecommunications users.

9. INDEMNIFICATION.

a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential incidental or special damages.

10. WARRANTIES.

a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple and solely owns the Tower; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant exclusive, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

a) Landlord represents and warrants that, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to the Premises, unless such conditions or concerns are caused by the activities of the other, with the Landlord being responsible for activity formerly conducted on the Property, as well as activities of other tenants.

b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to an) environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, except to the extent that the environmental conditions are caused by the other party. It is the intent of this paragraph that Tenant shall only be responsible for matters to the extent resulting from Tenant's activities.

c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of

government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, its employees, authorized agents and contractors (collectively, "Authorized Representatives") shall have twenty-four (24) hour per day, seven (7) day per week access ("Access") to and over the Property to the Land Space, for the installation, maintenance, repair and operation of the Communications Facility and any utilities serving the Premises. Notwithstanding the foregoing, for routine maintenance and repair of the Communications Facility located on the Tower, Tenant shall have reasonable access to the Tower **only** upon twenty-four (24) hour telephonic notice to the Public Works Director by calling 847-428-4294 or 847-426-2822. In the event of an emergency requiring immediate access to the Tower, Tenant shall provide Landlord with notice as soon as reasonably possible by calling 847-428-4294 or 847-426-2822. Landlord shall have the right to have its Public Works Director, or designee, to accompany Tenant whenever Tenant accesses the Tower. If the Public Works Director or his designee accompanies Tenant, Tenant shall pay Landlord a Supervision Fee of one hundred and no/100 dollars (\$100.00) per hour (partial hours will not be prorated) for amounts incurred by Landlord in providing Tenant with Access to the Tower. Within thirty (30) days of receipt of an invoice from Landlord for payment of said Supervision Fees, Tenant shall reimburse Landlord for payment of any Supervision Fees paid by Landlord to its employees. Landlord agrees to submit proof of payment to Tenant within ninety (90) days of payment to Landlord's employees of any such Supervision Fee. Each party shall provide the other emergency contact numbers for personnel available at all times. Said numbers shall be called immediately in case of emergency. An emergency for the purposes of this Section shall mean any time Tenant's Communication Facilities become partially or fully inoperable. Emergency calls not between the hours of 6:00am and 3:00 pm will be subject to a minimum 2-hour call-out fee in the amount of Two Hundred and 00/100 Dollars (\$200.00) per hour ("Emergency Call-Out Fee"). Within thirty (30) days of receipt of an invoice from Landlord, Tenant shall reimburse Landlord for the Emergency Call-Out Fee incurred by Landlord in providing Access to Tenant in the event of an emergency. Notwithstanding the forgoing, Landlord has the right based on security issues to deny access to any authorized entrants, employees or contractors of Tenant's provided notice is given to Tenant of any such denial of access. Tenant shall provide a list of authorized entrants, employees or contractors that are allowed access to the Tower and the premises. Tenant agrees that said list shall be updated every six (6) months and forwarded to Landlord.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination or of this Agreement, Tenant will remove its equipment building, antennas, conduits and all personal property, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's equipment and improvements, including but not limited to removal of all aboveground and belowground improvements. Tenant will restore the Premises to its unimproved condition as it existed at the commencement of the Initial Term (as previously defined) to the reasonable satisfaction of the Landlord. All costs and expenses for removal and restoration to be performed by Tenant shall be borne by Tenant, and Tenant shall hold

Landlord harmless from and portion thereof. Reasonable wear and tear and loss by casualty or other causes beyond Tenant's control are accepted.

14. MAINTENANCE/UTILITIES.

a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

b) Landlord shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. In the alternative, if permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the Tenant shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Tenant shall pay the Landlord thirty (30) days after receipt of an invoice from Landlord indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by Landlord to Tenant at Verizon Wireless, P.O. Box 182727, Columbus Ohio 43218. Tenant shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. OBLIGATIONS OF TENANT.

a) Construction.

1) Tenant shall provide Landlord with as-built drawings of the Antenna Facilities installed on the Premises, which show the actual location of all equipment and improvements. Tenant's antennas shall be installed in the locations as identified on Exhibit 2. Tenant shall also provide to Landlord certification by an engineer licensed in the State of Illinois that the facilities have been completed in accordance with the approved site plans, within sixty (60) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and facilities, but not including Tenant's equipment shelter.

2) Tenant's equipment located on the Tower shall be painted to match the existing paint on the Tower during the Term of the Agreement.

3) All cables and wiring shall be installed below grade surface within the Premises.

4) Tenant shall construct a fence or other barricade surrounding any building structures constructed by Tenant to secure the Premises. All structures built upon the Premises by Tenant must be separately keyed. Tenant shall also provide signage upon the Premises warning of RF radiation in accordance with FCC regulations and to the reasonable satisfaction of Landlord.

5) All equipment buildings, fixtures or other structures constructed by Tenant upon the Property shall be a minimum distance of thirty (30) feet away from the perimeter of the base of the tower structure.

6) Landlord shall submit Tenant's site plans to structural review by certified tank consultant of Landlord's choice at Tenant's expense to ensure compliance with all applicable codes and standards. Tenant agrees to reimburse Landlord for reasonable structural review fees within thirty (30) days of Tenant's receipt of an invoice from landlord detailing such costs.

7) Tenant will repair any damage to the Tower caused by Tenant, its agents or contractors in the installation, maintenance and use of the Tower, to the reasonable satisfaction of the Director of Public Works or his designee including any necessary painting, within thirty (30) days of Tenant's receipt of written notice from Landlord identifying any such damage caused by Tenant, its agents or contractors.

8) Within thirty (30) days of receipt of an invoice from Landlord, Tenant agrees to reimburse Landlord for the reasonable costs of Landlord's inspection of the Tower in connection with the installation of Tenant's equipment on the Tower to ensure that Tenant's equipment is installed in accordance with the site plans and specifications as identified on Exhibit 2.

b) Maintenance.

1) Tenant shall, at its own expense, maintain its facilities in a safe and sightly condition, in good repair, and in a manner so as not to conflict with the use of the Property by the Landlord or of others using the Property with the Landlord's permission.

2) Tenant shall have the sole responsibility for the maintenance, repair, and security of its equipment, personal property, facilities and improvements, and shall keep same in good repair and condition during this Lease.

3) Tenant shall keep the Premises free of debris and be in compliance with the language and regulations of federal, state and local agencies.

4) Tenant acknowledges that, from time to time, Landlord will undertake painting, construction or other alterations to the Tower. Landlord shall use reasonable efforts to notify Tenant at least thirty (30) days prior to the end of any fiscal year during which Landlord has planned and budgeted for Tower painting or construction in the subsequent year and Landlord shall give Tenant no less than ninety (90) days written notice prior to commencement of such activities. Tenant shall take reasonable measures, at its cost, to cover the facilities or Tenant's other equipment or personal

property and to protect such from paint and debris fallout which may occur during the painting, construction or alteration process. In the event Landlord determines Tenant's facilities and/or equipment must be temporarily removed in order to undertake such painting, construction or alterations, Tenant shall remove the facilities and/or equipment at its sole cost and expense during said painting, construction or alterations. Tenant shall then be permitted to install temporary facilities upon the Landlord's Property near the Premises, if necessary, during any such work. Such temporary facilities may include a Cell on Wheels (COW). Tenant and Landlord shall reasonably cooperate with each other regarding the placement of the COW on the Property. Upon completion of any repainting by Landlord, Tenant agrees to have its equipment located on the Tower painted to match the then existing paint on the Tower.

- c) Tenant shall, at its sole cost and expense, comply with the radio frequency exposure limits (the RF Exposure Limits) promulgated under 47 C.F.R. 1.1307, et Seq. (as amended from time to time) of the Code of Federal Regulations. Tenant may, at its sole discretion, modify or cause modifications of its telecommunications equipment in order to ensure that its operations are in compliance with said regulations. Tenant shall submit to Landlord copies of environmental evaluations for RF Exposure Limits required under RF Emissions Regulations for all regulated equipment located at the Premises. Such reports shall be provided by Tenant to Landlord during the term upon written notice from Landlord. Said reports shall demonstrate compliance with FCC standards for this type of equipment. If RF Exposure Limits are not in compliance during such testing, Tenant shall have 60 days to bring RF Exposure Limits within compliance and provide evidence of such compliance. Alternatively, Tenant may purchase RF testing equipment for Landlord and accept Landlord's annual tests as a measure of compliance.
- d) Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employee, agents or assigns and any damage, loss, expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof.

16. **DEFAULT AND RIGHT TO CURE.**

a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure.

No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

c) In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate the Agreement upon thirty (30) days written notice to the other party, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that the non-defaulting party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting party. Notice of the non-defaulting party's exercise of its right to terminate shall be given to the other party in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the non-defaulting party. All rentals paid to said termination date shall be retained by Landlord, and Tenant shall immediately pay to Landlord all sums due through the termination date.

17. **ASSIGNMENT/SUBLEASE.** This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

18. **NOTICES.** All notice, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Landlord: Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118
Attention: Deputy Director of Public Works

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

19. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

20. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

21. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

22. **WAIVER OF LANDLORD'S LIEN.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. **TAXES.**

a) Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property in connection with Tenant's use of the Premises and/or installation, maintenance and operation of Tenant's improvements. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, arising out of Tenant's use of the Premises and/or installation, maintenance and operation of Tenant's improvements, within thirty (30) days of Tenant's receipt of a copy of the tax bill and written request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant) relative to Landlord's entire parcel of real estate (using, in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas). Upon written request of either party, the other shall provide evidence of payment of taxes, within thirty (30) days of receipt of any such request.

b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

24. **SALE OF PROPERTY.** If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new landlord. The provisions of this Paragraph 24 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

25. **REIMBURSEMENT OF COSTS.** Tenant agrees to reimburse Landlord for its reasonable legal and engineering review related expenses in connection with this Agreement, provided any such amount does not exceed Seven Thousand and 00/100 Dollars (\$7,000.00) ("Reimbursement"). The Reimbursement will be paid as capital, not as additional rent. Landlord shall provide Tenant with an itemized invoice of any such legal and engineering review costs and Tenant shall remit a one-time payment within forty-five (45) days of receipt and review of an invoice from Landlord detailing such costs.

26. **MISCELLANEOUS.**

a) **Amendment/Waiver.** This agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

b) **Memorandum/Short Form Lease.** Landlord agrees to execute a Memorandum of this Agreement which Tenant may record with the appropriate recording officer.

c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are: an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will constitute a default herein.

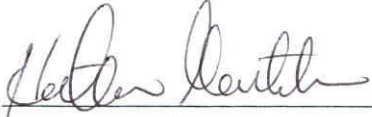
h) **W-9.** Landlord agrees to provide Tenant with documentation necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including without limitation, IRS Form W-9 and applicable state withholding forms, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

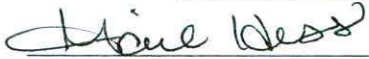
[Signature Page to Follow On Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

WITNESSES:



Print Name: Heather Maientzsch



Print Name: GAIL Hess

“LANDLORD:

Village of East Dundee, an Illinois
municipal corporation

By: 
Name: Robert Skurka

Its: Village Administrator

Date: March 16, 2015

WITNESS:



Print Name: Ann Goldstein

“TENANT”

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, its general
partner

By: 
Name: Lynn Ramsey

Its: Area Vice President Network

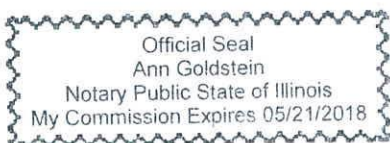
Date: 4/13/15

(ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE)

TENANT ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook) ss:

On the 13 day of April in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared Lynn Ramsey, Area Vice President Network, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Ann Goldstein
Notary Public: Ann Goldstein
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Kane) ss:

On the 16th day of March in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared Robert J. Skurk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Katherine Holt
Notary Public: Katherine Holt
My Commission Expires: 5/28/17



EXHIBIT 1
DESCRIPTION OF PREMISES

Page 1 of 3

To the Agreement dated _____, 2015, by and between Village of East Dundee, an Illinois Municipal Corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

The following described Real Estate situated in the County of Kane in the State of Illinois (the "Property"), to-wit:

Parcel 1:

LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR VILLAGE OF EAST DUNDEE FOR BENEFIT OF PARCEL ONE CREATED BY THE GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD RECORDED DECEMBER 20, 2002 AS DOCUMENT 2002K171318

The Premises are described and/or depicted as follows:

PROPOSED LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET, THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 38.00 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 760.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

[LEGAL DESCRIPTIONS CONTINUED ON NEXT PAGE]

[LEGAL DESCRIPTIONS CONTINUED]

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 38.00 FEET, THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 12.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 23.41 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 50 SECONDS EAST, 28.03 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 45 SECONDS WEST, 41.37 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 39 SECONDS WEST, 47.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 68 (DUNDEE ROAD), THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 5.36 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.73 FEET; THENCE NORTH 29 DEGREES 21 MINUTES 39 SECONDS EAST, 41.64 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 45 SECONDS EAST, 35.94 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 50 SECONDS WEST, 28.11 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 26.71 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,112.8 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

[LEGAL DESCRIPTIONS CONTINUED ON NEXT PAGE]

[LEGAL DESCRIPTIONS CONTINUED]

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 113.45 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 20.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF SAID LOT 20, A DISTANCE OF 8.96 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 43 MINUTES 29 SECONDS EAST, 75.50 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 20, A DISTANCE OF 38.10 FEET TO THE NORTH LINE OF SAID LOT 20; THENCE NORTH 72 DEGREES 48 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE, 12.54 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST PARALLEL WITH SAID EAST LINE, 53.75 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST, 75.50 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, 16.55 FEET; THENCE SOUTH 89° 43 MINUTES 29 SECONDS WEST, 12.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS WEST, 28.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,732.5 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

LANDLORD CONSENTS TO TENANT'S USE OF THE THIRTY FOOT (30') EASEMENT FOR VILLAGE OF EAST DUNDEE FOR BENEFIT OF PARCEL ONE CREATED BY THE GRANT OF EASEMENT AGREEMENT FOR WATER TOWER ROAD RECORDED DECEMBER 20, 2002 AS DOCUMENT 2002K171318

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

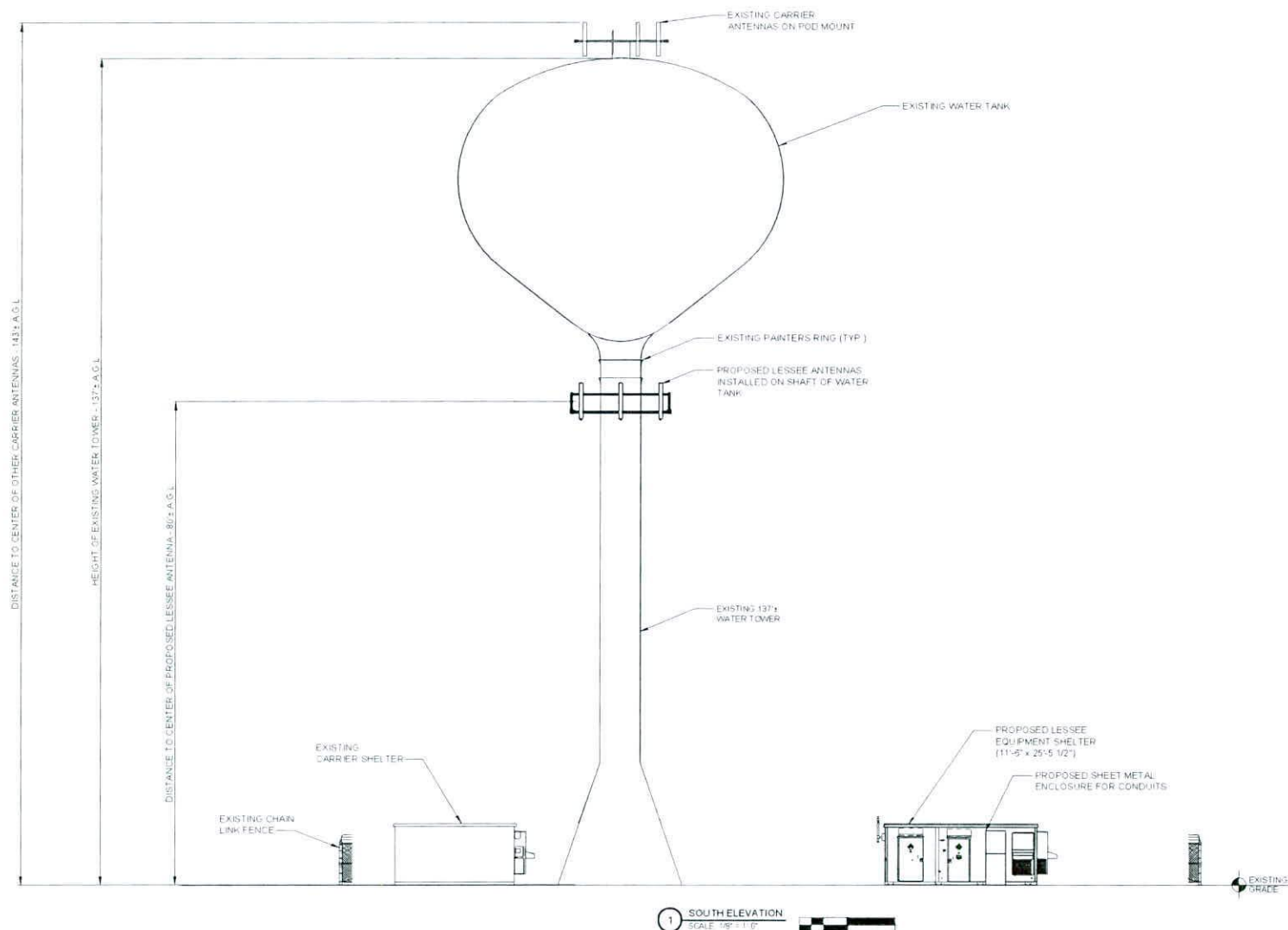
EXHIBIT 2

Site Plan
(See Attached)

Call Before You Dig
 JULIE
 ILLINOIS
 ONE CALL SYSTEM
 CALL JULIE TOLL FREE
 1-800-852-7273
 1800-852-7273



CHICAGO SMSA		limited partnership	d/b/a VERIZON WIRELESS
 TERRA 600 NORTH LAKEVIEW SUITE 1000 CHICAGO, IL 60606-4408 TEL: 312.408.4408 FAX: 312.408.4451			



1 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



24" BE PPA, 16 IN. FULL SCALE
FOR PANELS, 1/4 IN. FOR OTHER THAN
1/4 IN. BE AT REDUCED SCALE

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR BIDDING	10/20/14	TAZ
2	UPDATE SITE ELEVATION	08/05/14	TAZ
3	UPDATE SITE ELEVATION	10/20/14	TAZ
4	UPDATE ANTI-COLLISION PLATE	11/13/14	TAZ
5	FINAL DESIGN 1 SHEET	12/01/14	TAZ
6	UPDATE LESSEE AREA TO 27' x 30'	01/08/15	TAZ
7	UPDATE ACCESS AND UTILITY EXISTENCES	02/03/15	TAZ

LOC. #224037

EAST
DUNDEE WT

100 PRAIRIE LAKE ROAD
EAST DUNDEE, IL 60118

DRAWN BY: JAY
CHECKED BY: TAZ
DATE: 4/8/13
PROJECT #: 20-1074

SHEET TITLE
SITE ELEVATION

SHEET NUMBER

ANT-1

CHICAGO
SMSA
limited partnership
d/b/a VERIZON WIRELESS

terra
group
900 N. MICHIGAN
CHICAGO, IL 60611
TEL: 312.463.4400
FAX: 312.463.4401

EXHIBIT 3

Survey
(See Attached)

LEGEND

Light Post	Found Section Corner Monument
Power Pole	Found or Set Monument
Telephone Pedestal	Found or Set Cut Cross
Fence	Measured
Railroad Tracks	Record
Centerline	Document Number
Section Line	A & U
Building	Access & Utility
FOC	Point of Commencement
FOB	Point of Beginning
	Proposed Access Easement
	Proposed Utility Easement
	Proposed Lease Area

LOCATION MAP

NOT TO SCALE

SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

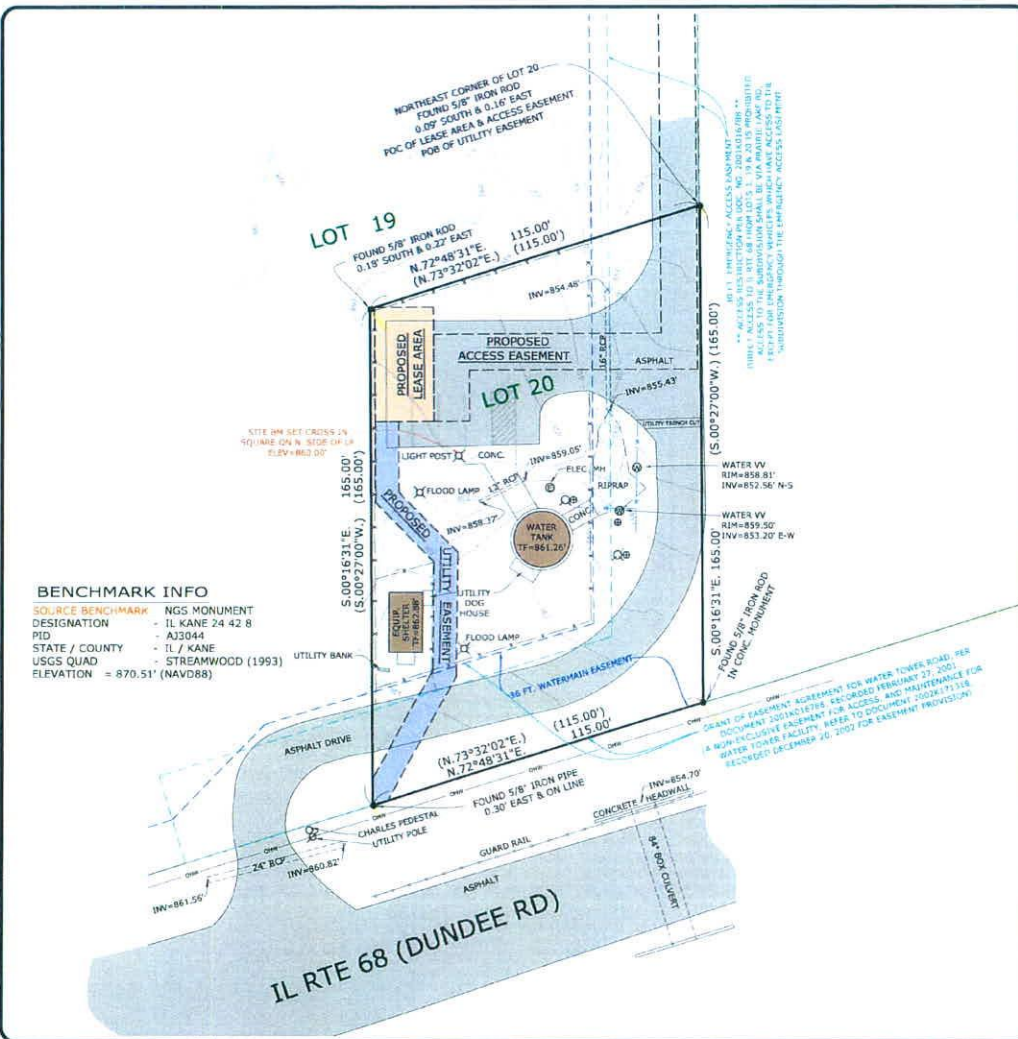
THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCUMBERED BY THE LEASE SITE AND EASEMENT HEREON IS: 035-24-226-009.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170323 0180 H, VILLAGE OF EAST DUNDEE, MAP NUMBER 17085C0180H, KANE COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED AUGUST 3, 2009.

ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NO. 1401-880012631 D1, WITH AN EFFECTIVE DATE OF JANUARY 22, 2015.



BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP, STREAMWOOD QUADRANGLE, STATE OF ILLINOIS

LATITUDE: N 42°06'23.78"

LONGITUDE: W 088°14'23.33"

AT PROPOSED CENTERLINE OF TOWER

COMPLIES WITH F.A.A. 1/4" ACCURACY REQUIREMENTS

SCALE: 1" = 40'

UTM GRID AND 1993 MAGNETIC NORTH DECLINATION AT CENTER OF QUAD MAP

PARENT TRACT PARCEL:

LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

SEE SHEET L-2 (SHEET 2 OF 2) FOR LEASE AREA AND EASEMENT DETAILS AND THEIR LEGAL DESCRIPTIONS, AND SHEET L-3 (SHEET 3 OF 3) FOR PROPOSED ACCESS EASEMENT AND LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 6/3/2014 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF FEBRUARY, A.D. 2015.

CHARLES S. MARSHALL
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003377
LICENSE EXPIRES 11/30/2016



PREPARED BY:

ASMC

ASM Consultants, Inc.
16 E. Wilson Street, Batavia, IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
1476 N. WILSON STREET, SUITE 100
BATAVIA, ILLINOIS 60510
PHONE: 847-619-5597 FAX: 847-708-7415

Consulting Group, LTD.
600 Busse Highway
Park Ridge, IL 60068
(847) 698-6400

JOB #33-1074

NO.	DATE	REVISION
1.	6/3/2014	FIELD SURVEY COMPLETED
3.	1/6/2015	FINAL SURVEY COMPLETED
4.	1/22/2015	REVISED LEASE AREA & ADDED ACCESS EASEMENT PER CLIENT
5.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

EAST DUNDEE WT

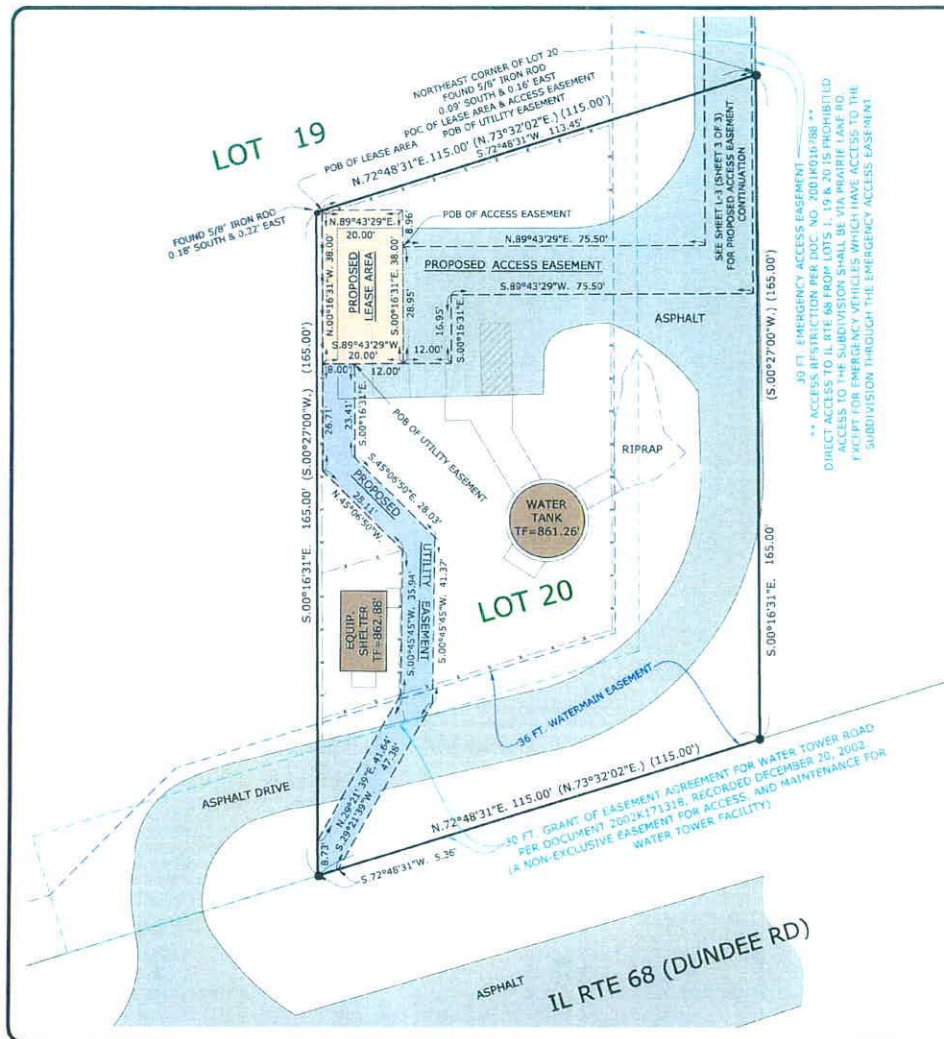
Location No.: 224037
IL RTE 68
EAST DUNDEE, IL 60118

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
720226C

L-1

SHEET 1 OF 3



LEGAL DESCRIPTIONS

PROPOSED LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING A PART OF LOT 20 IN PRAIRIE LAKE INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT 2001K016788, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

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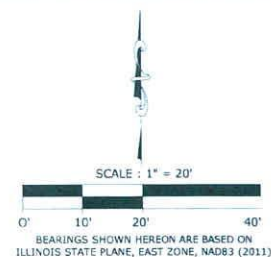
SAID PARCEL CONTAINS 760.0 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

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SAID PARCEL CONTAINS 1,112.8 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.



PREPARED BY:



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16 E. Wilson Street, Batavia, IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com

Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
87676 VERIZON WIRELESS
1515 WOOD FLO ROAD, SUITE 1400
SCHMIDT, ILLINOIS 60175
PHONE: 647-819-5587 FAX: 647-108-7415

TERRA
Consulting Group, LTD.
600 Busse Highway
Park Ridge, IL 60068
(847) 698-6400

JOB #33-1074

NO.	DATE	REVISION
3.	1/6/2015	FINAL SURVEY COMPLETED
5.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

EAST DUNDEE WT

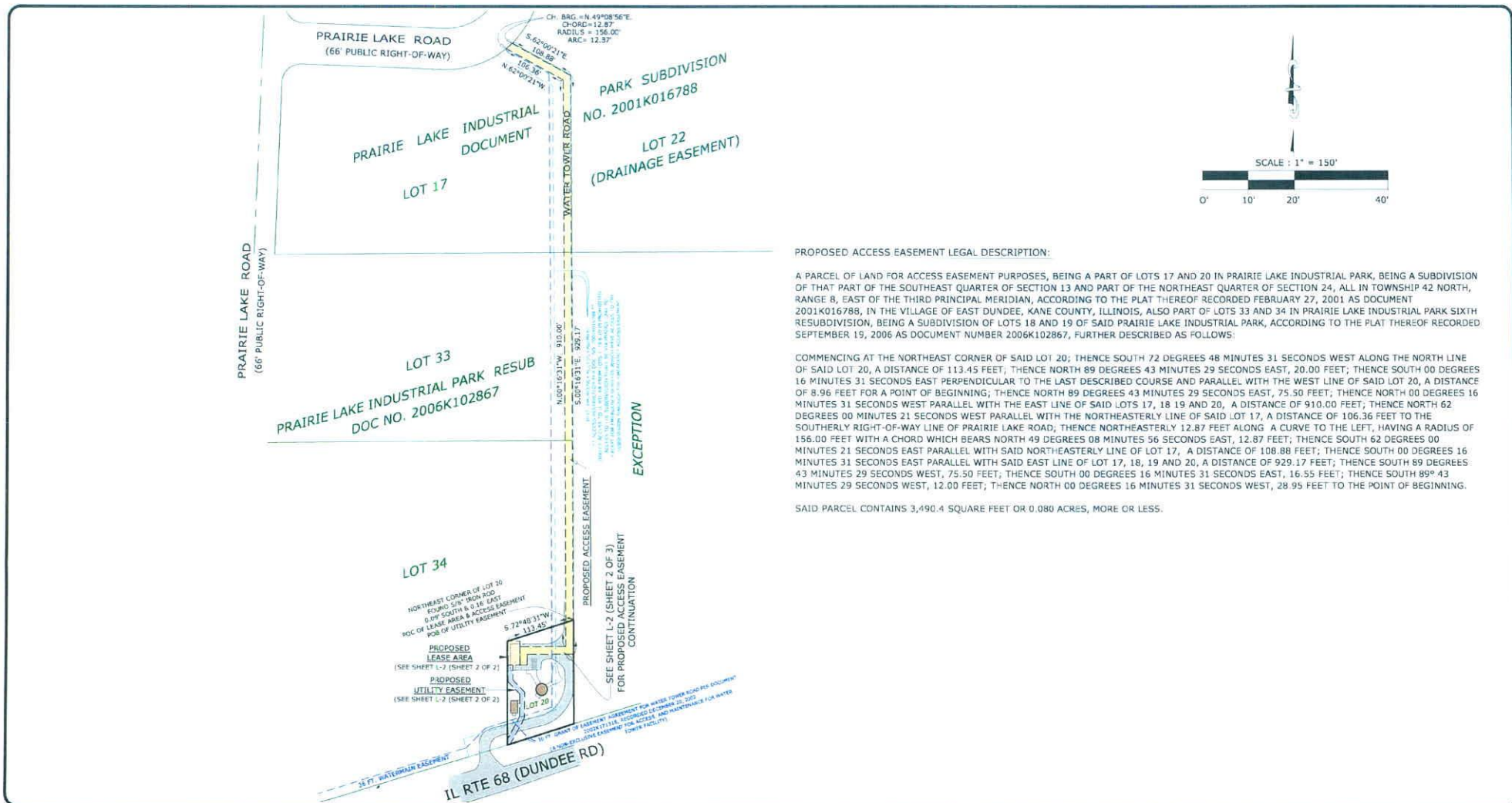
Location No.: 224037
IL RTE 68
EAST DUNDEE, IL 60118

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
720226C

L-2

SHEET 2 OF 3



PREPARED BY:



ASM Consultants, Inc.
16 E Wilson St, Batavia IL 60510
Tel (630) 879-0200 Fax (630) 454-3774
advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LEASE AREA AND EASEMENTS

PREPARED FOR:

Chicago SMSA

CHICAGO SMSA LIMITED PARTNERSHIP
4747 N. VERITON WIRELESS
1515 WOODFIELD ROAD, SUITE 1400
SCHMUNBERG, ILLINOIS 60173
PHONE: 847-619-5397 FAX: 847-708-7818

TERRA
Consulting Group, LTD.
600 Busse Highway
Park Ridge, IL 60068
(847) 698-6400

NO.	DATE	REVISION
1.	1/6/2015	FIELD SURVEY COMPLETED
2.	2/18/2015	REVISED & ADDED ACCESS EASEMENT PER CLIENT

SITE DESIGNATION INFORMATION:

EAST DUNDEE WT

Location No.: 224037
IL RTE 68
EAST DUNDEE, IL 60118

DRAWN BY: PS
CHECKED BY: CSM

PROJECT NO.
720226C

L-3

SHEET 3 OF 3



May 1, 2023

Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118
ATTN: Franco Bottalico

Site Name: 224037 E Dundee Wt Att Easement

Site ID: 142356

Dear Landlord,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention/Rent Guarantee Period

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** \$3,250.00 per month, commencing on (September 1, 2023)
- **New Rent Escalator:** Ten Percent (10%) every 5 years (next increase on September 1, 2028)
- **Additional Renewal Terms:** Five (5) additional five (5) year renewal terms
- **Rent Guarantee:** Verizon Wireless will modify its termination rights under the Lease to guarantee your rental income at an amount of \$195,000.00 for the next 60 months.

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to **May 8, 2023**.

Sincerely,

The Verizon logo, featuring the word "verizon" in a bold, black, sans-serif font, with a red checkmark symbol integrated into the top right of the letter "n".

Jody Wall
Lease Consultant
Lease Optimization - CENREV

O 469.854.0313
180 Washington Valley Road, Bedminster, NJ 07921