



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, February 20, 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 – Trustee Kunze
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the First Amendment to the Employment Agreement for the Village Administrator](#)
 - b. [Motion to Approve the Regular Village Board Meeting Minutes Dated January 23, 2023](#)
 - c. [Motion to Accept the Warrants List in the Amount of \\$324,400.72](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance Amending the East Dundee Zoning Ordinance to Add a New Special Use in the B-3 Service Business Zoning District for Indoor Malls](#)
 - b. [Motion to Approve an Ordinance Granting a Special Use Permit for an Indoor Mall for the Property Located At 535 Dundee Avenue, East Dundee, IL, 60118, Portion of PIN 03-26-227-007, Located in the B-3 Business District](#)
 - c. [Mid-Year Budget Report](#)
 - d. [Motion to Approve a Resolution Approving the Purchase of Ductile Iron Pipe from Core & Main in the Amount \\$45,469.00 for the Water Street Water Main Project](#)
 - e. [Motion to Approve an Ordinance Authorizing Execution of a Real Estate Sale Agreement and Sale of Real Property \(2-4 N. Van Buren St., East Dundee, Illinois\)](#)
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

Memorandum



To: Village President and Board of Trustees

From: Brandiss Martin, Administrative Services Director

Subject: Amendments to Village Administrator's Contract

Date: February 20, 2023

Action Requested:

Motion to recommend Village Board approval of the First Amendment to the Village Administrator's employment contract.

Summary:

After a favorable review conducted by the Village Board a recommendation was made to proceed with the attached contract amendment.

Attachments:

First Amendment to Contract
Ordinance 21-39

**VILLAGE OF EAST DUNDEE, ILLINOIS
FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
FOR THE VILLAGE ADMINISTRATOR**

This First Amendment to the Employment Agreement for the Village Administrator (“First Amendment”) is made and entered into as of the _____ day of _____, 2023, by and between the Village of East Dundee, an Illinois home rule municipal corporation, (“Village”) and Erika Storlie (hereinafter referred to as “Village Administrator”). In consideration of the recitals and mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the Village and Village Administrator (hereinafter collectively referred to as the “Parties”), agree as follows:

Section 1. Recitals.

- A. On December 6, 2021, the Board of Trustees of the Village of East Dundee (“Board”) voted to pass Ordinance Number 21-39, approving an employment agreement and authorizing the execution of said employment agreement with the Village Administrator (hereinafter “Employment Agreement”). A true and correct copy of Ordinance 21-39 and the Employment Agreement are attached hereto and incorporated herewith as **Exhibit A**.
- B. The Village Administrator has completed the first year of the Term of employment.
- C. The Parties now desire to amend the Employment Agreement to allow the Village Administrator to participate in 401(a) retirement benefits and to add an additional forty (40) hours of paid vacation to the Village Administrator’s accrued vacation time.
- D. Pursuant to Article X of the Employment Agreement, entitled “Entire Agreement,” the Employment Agreement may be changed or modified only by an agreement in writing executed by the Parties.

Section 2. Definitions.

All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Employment Agreement.

Section 3. Amendment to the Employment Agreement.

Article VI of the Employment Agreement, entitled “Retirement Plan,” is hereby amended as follows:

“The Village Administrator is entitled to participate in the Illinois Municipal Retirement Fund (“IMRF”) retirement program as may be allowed by law. Effective Dec 6, 2022, in addition to the Salary provided for in this Employment Agreement, the Village shall pay on Village Administrator’s behalf, an annual deferred compensation in the total amount of three percent (3%) of the Village Administrator’s gross salary to a qualified 401(a) tax deferred plan. The Village will facilitate the Village Administrator making contributions to a qualified tax-deferred plan from her own salary.”

Article VIII, Section D of the Employment Agreement, entitled “Other Benefits,” is hereby amended as follows:

“D. The Village Administrator shall be entitled to twenty (20) business days paid vacation per year, earned and accrued in the same manner as other Village employees who are not covered by a collective bargaining agreement. This amount shall be increased to twenty-five (25) days per year after the completion of the first year of the Term of this Agreement. In addition to the vacation benefits provided herein, Village Administrator shall, upon execution of this First Amendment, receive a one-time deposit of an additional forty (40) hours of paid vacation as accrued vacation time. To the extent to which the Village Administrator does not use all of her accrued vacation time, the Village Board may, in its discretion, compensate the Village Administrator for days of accrued but unused vacation.”

(Intentionally left blank)

Section 4. **Effect.**

All terms, conditions and provisions of the Employment Agreement that are not specifically amended, modified, or supplemented by this First Amendment shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Employment Agreement and the First Amendment, the text of the First Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on this ____ day of _____, 2023.

VILLAGE OF EAST DUNDEE:

By: _____
Erika Storlie
Village Administrator

By: _____
Jeffrey Lynam
Village President

By: _____
Katherine Diehl
Village Clerk

ORDINANCE NUMBER 21 - 39

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, APPROVING AN
EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR
(ERIKA STORLIE)**

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 President has appointed Erika Storlie to the office of Village Administrator and the Board of Trustees have given advice and consent to the appointment; and

WHEREAS, the Village President and Board of Trustees desire to approve the "Employment Agreement for the Village Administrator" attached hereto as **EXHIBIT A**, and made a part hereof, by and between the Village and Village Administrator Storlie ("Employment Agreement"), which sets forth the terms of Village Administrator Storlie's employment with the Village; and

WHEREAS, the Village has the authority to approve the Employment Agreement pursuant to its home rule authority and 65 ILCS 5/8-1-7(b); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Employment Agreement best serves the Village, its residents and the public's health, safety and welfare;

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 in this Section 1 as if restated herein.

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

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

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

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

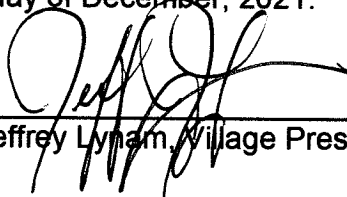
ADOPTED this 6th day of December, 2021 pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano, Treiber and Sauder

NAYES: Ø

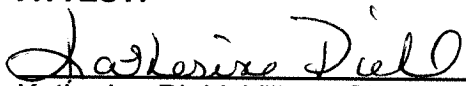
ABSENT: Ø

APPROVED by me this 6th day of December, 2021.



Jeffrey Lynham, Village President

ATTEST:



Katherine Diehl, Village Clerk

Published in pamphlet form this 7th day of December, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on December 7, 2021.

EXHIBIT A

EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR

(attached)

VILLAGE OF EAST DUNDEE
EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR

This Employment Agreement is made as of the date written below, by and between the Village of East Dundee, Kane and Cook Counties, Illinois (hereinafter referred to as the "Village") and Erika Storlie, (hereinafter referred to as "Village Administrator").

In consideration of the mutual covenants and consideration set forth herein, the Village and Village Administrator agree as follows:

I. TERM OF ENGAGEMENT

The Village hereby engages the Village Administrator, for a term commencing December 13, 2021, and, subject to the terms and conditions hereof, until April 30, 2025 (the "Term"). The Village Administrator shall be considered an employee of the Village.

II. SCOPE OF DUTIES

A. The Village Administrator shall provide administrative services to the Mayor, Trustees and Village staff and shall advise Village officials on policy issues affecting all aspects of Village organization and operations, within the scope of her competence.

B. The Village Administrator shall act on behalf of the Mayor and Board of Trustees as an agent in supervising and directing Village staff in the performance of their duties. She shall advise and consult with Village officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and Board of Trustees shall advise all Village officers and employees to cooperate with and assist the Village Administrator and to seek the advice of the Village Administrator on all administrative and policy questions before communicating with any elected official. Except in an emergency, no individual elected official shall issue any directive to any Village employee without first consulting with the Village Administrator. In case of any directive issued in an emergency, the elected official shall inform the Village Administrator of the circumstances at the first opportunity.

C. The Village Administrator shall attend all regular and special meetings of the Village Board, unless excused by the Board.

III. HOURS OF WORK

The Village Administrator is expected to render full time hours associated with this position to accomplish her duties to the satisfaction of the Board. The Village Administrator and the Village agree that the Village Administrator is exempt from the protections of the FLSA and Illinois law, with respect to overtime.

IV. SALARY

The Village shall pay the Village Administrator an annual salary of One Hundred Seventy Thousand Dollars (\$170,000), commencing December 13, 2021, for a period of twelve months, said salary to be increased on a date which is twelve (12) months from the commencement of the Term and every twelve (12) months thereafter during the Term of this Agreement in an amount to be determined by the Village. Said salary shall be paid in installments on the same schedule as Village payroll and accounts payable checks. The Village will provide the same fringe benefit package provided to other employees not covered by a collective bargaining agreement during this period and withhold federal income taxes, state income taxes, FICA taxes and IMRF withholdings as provided for other employees.

V. PROFESSIONAL ASSOCIATIONS

The Village agrees to budget and pay the professional dues for the Village Administrator to maintain her membership in the International City/County Management Association ("ICMA") and the Illinois City/County Management Association ("ILCMA"). Further, the Village agrees to budget and pay for the Village Administrator's annual attendance at one (1) local and one (1) national conference each year during the Term. The expenses of the Village pursuant to this paragraph shall be subject to an annual maximum of Four Thousand Dollars (\$4,000.00).

VI. RETIREMENT PLAN

The Village Administrator is entitled to participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program as may be allowed by law.

VII. TERMINATION

A. Basis for Termination. Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of the following events: (i) the Village Administrator's death, (ii) the Village Administrator's resignation, or (iii) termination of the Village Administrator's employment pursuant to Section VII.B. below.

B. The President, with the advice and consent of the Board of Trustees of the Village may terminate this Agreement at any time, for any reason or no reason at all, in accordance with state law and Village ordinance. In the event the Administrator's employment is terminated without cause, any time after the first six (6) months of the term of this Agreement, the Village shall pay an amount equal to twenty (20) weeks' salary, plus all accrued employee benefits to which the Village Administrator is entitled under the personnel manual, provided the Village Administrator signs and does not revoke a mutually agreeable resignation and severance agreement and release of all claims as prepared by the Village Attorney. No severance pay shall be due the Village Administrator where the termination (i) occurs during the first six (6) months of the term of this Agreement; (ii) is based on the Village Administrator's conviction of a misdemeanor or felony charge in any way relating to the performance of her duties as Village Administrator; (iii) willful malfeasance or willful misconduct by the Village Administrator in connection with her employment; (iv) the Village Administrator's gross negligence in performing any of her duties under this Agreement; (v) the Village Administrator's intentional breach of any written policy applicable to all employees; or (vi) the Village Administrator's material failure to perform significant portions of her duties as Village Administrator or the material breach by the Village Administrator of any of the terms of this Agreement.

VIII. OTHER BENEFITS

A. The Village Administrator, in accordance with the approved budget, shall be authorized to participate in and attend civic club functions, meetings, courses, institutes, seminars and conferences which are necessary and desirable for professional development.

B. The Village Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with her responsibilities to the Village set forth in this Agreement during the initial term of the same.

C. The Village will fund a health, dental and vision insurance policy(ies) for the Village Administrator and the Village Administrator may elect coverage for her family under the same terms as other non-union village employees.

D. The Village Administrator shall be entitled to twenty (20) business days paid vacation per year, earned and accrued in the same manner as other Village employees who are not covered by a collective bargaining agreement. This amount shall be increased to twenty-five (25) days per year after the completion of the first year of the Term of this Agreement. To the extent to which the Village Administrator does not use all of her accrued vacation time, the Village Board may, in its discretion, compensate the Village Administrator for days of accrued but unused vacation.

E. The Village Administrator shall accrue sick time in accordance with the Village's sick time policy schedule.

IX. INDEMNIFICATION.

To the extent permitted by law, the Village will defend, hold harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved gross negligence, willful, wanton or intentional conduct. The Village will indemnify the Village Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the Village Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any

settlement of any claim must be made with prior approval of the Village in order for indemnification, as provided in this Section, to be available.

The Village Administrator recognizes that the Village has the right to compromise and settle any claim or suit unless said compromise or settlement is of a personal nature to the Village Administrator. Further, the Village agrees to pay all reasonable litigation expenses of the Village Administrator throughout the pendency of any litigation to which the Village Administrator is a party, witness, or advisor to the Village arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager. Such expense payments will continue beyond the Village Administrator's service to the Village as long as litigation is pending.

X. ENTIRE AGREEMENT

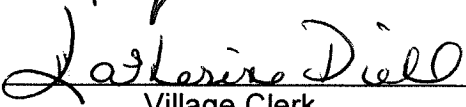
This Employment Agreement contains the complete and entire agreement between the Village and the Village Administrator and supersedes all prior agreements and understandings, whether oral or written with respect to the Village Administrator's employment as Village Administrator with the Village. This Employment Agreement may be changed only by an agreement in writing signed by the Village Administrator and the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of December, 2021.

VILLAGE OF EAST DUNDEE

By 
Village Administrator

By 
Village President

By 
Village Clerk

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, Sauder and President Lynam. Trustee Treiber was absent.

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

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT: None

CONSENT AGENDA:

- a. **Motion to Approve the Regular Village Board Meeting Minutes Dated November 7, 2022**
- b. **Motion to Approve the Regular Village Board Meeting Minutes Dated December 5, 2022**
- c. **Motion to Approve an Amendment to Ordinance, Title XI: Business Regulations, Chapter 116: Alcoholic Beverages, Section 116.08: Offenses by Licensee**
- d. **Motion to Approve Warrants Lists in the Amounts of \$218,226.38 and \$372,851.69**

Motion to approve the consent agenda by Kunze/Mahony.

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

OTHER AGENDA ITEMS:

a. Introduction of New Police Officers

Chief Kruger introduced staff to the Village Board that had been hired and trained over the last 6 months.

- Full Time Police Officer Ryan Fleury hired June 13, 2022
- Part Time Police Officer Sarah Donnellan hired July 18, 2022
- Part Time Police Officer Rob Sarra hired July 18, 2022
- Full Time Police Officer Jose Feliciano hired September 6, 2022

b. Appointment of Deputy Chief of Police Joshua S. Fourdyce

Chief Kruger introduced Deputy Chief Joshua Fourdyce to the Village Board. He joins the East Dundee Police Department after having served nearly 19 years with the Woodstock Police Department. Deputy Chief Fourdyce graduated from the University of Illinois' Police Training Institute. He is also a graduate of Northwestern University Center for Public Safety School of Police Staff and Command. He holds a bachelor's degree from Knox College and a master's degree from the University of Phoenix in the Administration of Justice and Security. Fourdyce also served in the United State Army National Guard. Chief Kruger stated that he is excited to have Deputy Chief Fourdyce as part of the organization and excited for the future of the East Dundee Police Department.

Clerk Diehl swears in Deputy Chief Joshua Fourdyce.

c. Discussion of St. Patrick's Day Activities and Events Occurring Throughout the Village During the Month of March

Eileen McNamee addressed the Village Board with the 2023 St. Patrick's Day event plans, which remain the same as in 2022.

d. Azavar Solutions Demonstration of Proposed Changes to the Village's On-street Parking Regulations during the Snow Season and/or Snow and Ice Events

Representatives from Azavar Solutions gave a presentation to the Village Board of their insights and Analytics Tax Reporting Software.

e. Motion to Accept the May 1, 2021-April 30, 2022, Annual Comprehensive Financial Report for the Village and Police Pension Fund and place it on file

Motion to Accept the May 1, 2021-April 30, 2022, Annual Comprehensive Financial Report for the Village and Police Pension Fund and place it on file by Kunze/Mahony.

Discussion:

Monika Adamski of Lauterbach and Amen provided a high-level overview of the Village's net financial position as well as any activities that occurred over the 2021– 2022 fiscal year. She advised that the Village received a Certificate of Achievement which represents the highest level of assurance that a government entity can receive.

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

f. Motion to Approve an Ordinance Granting a Special Use Permit for Outside Vehicle and Equipment Parking and Storage for the Property Located at 590 Healy Road, East Dundee, IL 60118 (PIN 01-30-300-009-0000) Located in the M-1 Manufacturing District

Motion to Approve an Ordinance Granting a Special Use Permit for Outside Vehicle and Equipment Parking and Storage for the Property Located at 590 Healy Road, East Dundee, IL 60118 (PIN 01-30-300-009-0000) Located in the M-1 Manufacturing District by Sauder/Brittin.

Discussion:

Administrator Storlie explained that at the meeting on December 5, the Village Board approved parking for the north portion of the property for 10 years but denied the special use request for vehicle and equipment parking and storage on the south portion of the property. Then at the meeting on December 19, there was a reconsideration motion approved to appear on tonight's agenda so that the applicant can be in attendance to answer questions. Attorney Gandurski added that the ordinance states that the south portion special use will expire after one year. Trustee Kunze suggested that a boundary line be set north of Route 72 so that this does not abut right up to Route 72. Administrator Storlie said that there is currently a steep embankment with a landscape buffer of dense trees. The applicant advised that parking will be 75-80 feet away from Route 72. He said a further set back distance could affect the ability for trucks from the north side to be fully staged on the south side. He said they have no plans or layout to park on the frontage of Route 72.

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

g. Motion to Approve a Resolution Accepting Public Improvements Related to the Altorfer CAT Development

Motion to Approve a Resolution Accepting Public Improvements Related to the Altorfer CAT Development by Mahony/Brittin.

Discussion:

Engineer Heinz explained that through the Village subdivision process, improvements are formally accepted through the Village Board via resolution. Attorney Gandurski added that the resolution also allows the bond to be lowered for the work that has been done.

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

h. Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to add a New Class E-4 Liquor License to Allow for the Sale of Both on Premises Alcohol Sales of All Legal Alcohol and Retail Sale of Beer, Wine and Spirits of 40 Proof or Less Only

Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to add a New Class E-4 Liquor License to Allow for the Sale of Both on Premises Alcohol Sales of All Legal Alcohol and Retail Sale of Beer, Wine and Spirits of 40 Proof or Less Only by Kunze/Sauder.

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

i. Motion to Approve an Ordinance Increasing the Number of Class E-4 Liquor Licenses and Reducing the Number of Class E and E-3 Liquor Licenses (Aliano's Ristorante & Café)

Motion to Approve an Ordinance Increasing the Number of Class E-4 Liquor Licenses and Reducing the Number of Class E and E-3 Liquor Licenses (Aliano's Ristorante & Café) by Mahony/Saviano.

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

j. Motion for Approval to Publish a Request for Proposal (RFP) for the Village-owned Property at 406-408 Barrington Avenue

Motion for Approval to Publish a Request for Proposal (RFP) for the Village-owned Property at 406-408 Barrington Avenue by Sauder/Brittin.

Discussion:

Administrator Storlie stated that a request for proposals gives anyone in the public an opportunity to bring forth ideas for the property for Village Board consideration. Trustee Sauder asked if there is preference for condos and townhomes over apartments or if this is open to all types of residential uses. Administrator Storlie advised that the current market is very difficult for condo projects because at least 50% have to be pre sold before construction may begin. But the RFP does not preclude anyone from proposing a condo project.

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

FINANCIAL REPORTS: None

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that he met with Representative Krishnamoorthi last week and was encouraged with their conversation regarding federal funding regarding Fox River flood control and EPA clean up.

Brittin: None

Kunze: Inquired if the downtown tree lights will remain green or be switched back to white lights. Public Works Director Cotter advised that there was a discussion to leave the green up through the St. Patrick's Day events. Trustees Mahony and Brittin voiced that they would like to see the white lights back up thereafter.

Mahony: None

Sauder: Stated that he noticed that new pedestrian crossing signs went up along the bike trail. He said they add a lot of visibility for the walkers and bikers on the trail.

Saviano: Reported that the Dundee St. Pat's group will be hiding golden rocks around the Dundee area again to be exchanged at Dairy Queen for a frozen treat. This is to promote the St. Patrick's Day events. She also reported that the Arts Council met last Wednesday and reviewed the mural submissions. The top three were chosen and a candidate interview process will take place next.

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: None

Police Chief: Chief Kruger thanked the Village Board for the opportunity to showcase the new staff this evening.

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

Management Analyst: Bottalico reported that the Village received two event applications last week. One application was for a Depot Rental request by Hoof Woof and Meow for an event on June 25. The other application was received by Aliano's for a first annual Italian Fest August 5.

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:15 p.m. for (c)(21)

Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property by Kunze/Mahony.

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

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

Respectfully submitted,

Katherine Diehl

Regular Village Board Meeting
Village of East Dundee
Kane County, Illinois
January 23, 2023
5

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
7-11 JACKSON STREET, LLC					
2623	FACADE GRANT REIMB	02/06/2023	22,180.82		34-01-5876
Total 7-11 JACKSON STREET, LLC:			22,180.82		
ACE HARDWARE					
013123	VH SAMPLE TAP	01/31/2023	24.16		01-12-5110
013123	SUPPLIES	01/31/2023	12.98		01-21-5630
013123	FENCE TRAILER	01/31/2023	41.85		01-31-5130
013123	TRUCK 22 SALT SPINNER	01/31/2023	9.59		01-31-5160
013123	METAL FOR SALT SPREADER	01/31/2023	12.99		01-31-5160
013123	RUSTY METAL PRIMER	01/31/2023	189.95		01-31-5630
013123	OIL FOR MISC EQUIP	01/31/2023	4.14		01-31-5630
013123	SCREWS FOR GARLAND BOX	01/31/2023	49.99		01-31-5630
013123	25 TOWER SINK REPAIR	01/31/2023	92.13		60-33-5130
Total ACE HARDWARE:			437.78		
AMERICAN LEGAL PUBLISHING CORPORATION					
23152	CODE UP-DATE	01/31/2023	300.30		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			300.30		
AMS MECHANICAL SYSTEMS, INC					
801180-1	HEATER REPAIR WELL 3	02/07/2023	1,665.47		60-33-5110
801201-1	HEATER REPAIR HEADWORKS	02/07/2023	897.00		60-33-5111
Total AMS MECHANICAL SYSTEMS, INC:			2,562.47		
AT&T					
012523	ATT VILLAGE	01/25/2023	273.05		01-12-5320
012523	ATT W/S	01/25/2023	532.04		60-33-5320
Total AT&T:			805.09		
B&F CONSTRUCTION CODE SERVICES INC					
17240	INSPECTIONS	01/31/2023	193.33		01-25-5290
17286	INSPECTIONS	02/13/2023	180.00		01-25-5290
60902	PLAN REVIEW	02/01/2023	547.70		01-25-5290
60915	PLAN REVIEW	02/02/2023	3,835.50		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			4,756.53		
BATEMAN LAW OFFICES, LTD					
021023	ADJUDICATION	02/10/2023	142.50		01-21-5230
021023	ADJUDICATION	02/10/2023	142.50		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			285.00		
BATTERIES PLUS					
59479828	UPS SCAD UNITS - 2 TOWERS	01/31/2023	50.30		60-33-5290
Total BATTERIES PLUS:			50.30		
CENTURION PLUMBING COMPANY					
2157	422 VAN BUREN - W/S REPAIRS	02/09/2023	6,614.82		60-33-5140

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total CENTURION PLUMBING COMPANY:			6,614.82		
CENTURY SPRINGS					
013123 PD	EDPD WATER 2021248	01/31/2023	18.58		01-21-5630
013123 PD	EDPD WATER 2028378	01/31/2023	66.53		01-21-5630
013123 DEPO	DEPOT WATER 1958611	01/31/2023	20.58		01-37-5330
013123 DEPO	DEPOT WATER 2976054	01/31/2023	14.58		01-37-5330
013123 DEPO	DEPOT WATER 2006817	01/31/2023	26.58		01-37-5330
Total CENTURY SPRINGS:			146.85		
CINTAS FIRST AID & SAFETY					
4145236069	FLOOR MATS - VH	02/01/2023	28.02		01-12-5110
4146692182	VH MAT CLEANING	02/15/2023	28.02		01-12-5110
4145235755	MATS PD	02/01/2023	33.71		01-21-5121
4146692163	MATS PD	02/15/2023	33.71		01-21-5121
Total CINTAS FIRST AID & SAFETY:			123.46		
CITY OF WOODSTOCK					
20233247	PROTECTIVE VEST - DC JF	02/01/2023	225.00		01-21-5080
Total CITY OF WOODSTOCK:			225.00		
COMED					
020823	COM ED STREETS	02/08/2023	1,662.79		28-01-5510
Total COMED:			1,662.79		
COMPASS MINERALS AMERICA INC					
1123672	ROAD SALT	01/25/2023	5,476.75		28-01-5160
1132871	ROAD SALT	02/06/2023	10,254.11		28-01-5160
Total COMPASS MINERALS AMERICA INC:			15,730.86		
CONSTELLATION NEW ENERGY					
64399214601	CONSTELLATION W/S	01/31/2023	812.12		01-31-5510
64399214601	CONSTELLATION PW	01/31/2023	14,154.50		60-33-5510
Total CONSTELLATION NEW ENERGY:			14,966.62		
COVERALL NORTH AMERICA DBA					
1010709446	CLEANING VH	02/01/2023	329.00		01-12-5110
1010709446	CLEANING POLICE	02/01/2023	595.00		01-21-5121
1010709446	CLEANING PW 446 ELGIN AVE	02/01/2023	95.00		01-31-5110
1010709446	CLEANING DEPOT	02/01/2023	95.00		01-31-5196
1010709446	CLEANING PW PRAIRIE LAKE	02/01/2023	236.00		60-33-5110
1010709446	CLEANING PW 401 ELGIN AVE	02/01/2023	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
CRITICAL REACH, INC.					
2520	ANNUAL SUPPORT FEE	12/07/2022	300.00		01-21-5410
Total CRITICAL REACH, INC.:			300.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
DOWN TO EARTH LANDSCAPING					
97638	WATER MAIN BREAK - VAN BUR	02/03/2023	243.00		60-33-5140
Total DOWN TO EARTH LANDSCAPING:			243.00		
DUNDEE NAPA AUTO PARTS					
437594	BIG TRAILER PART	02/10/2023	7.51		01-31-5130
437602	BOBAT TRAILER	02/10/2023	42.06		01-31-5130
437607	BOBCAT TRAILER	02/10/2023	8.36		01-31-5130
437380	PLOW PART	02/08/2023	.45		01-31-5160
436992	MISC VEHICLES	02/02/2023	191.32		60-33-5120
Total DUNDEE NAPA AUTO PARTS:			249.70		
ED'S, RENTAL & SALES INC					
377236-3	DICKENS IN DUNDEE HEATERS	12/03/2022	395.00		01-37-5631
Total ED'S, RENTAL & SALES INC:			395.00		
ELGIN KEY & LOCK CO. INC.					
230180	F&A DIRECT DOOR KEY	02/01/2023	2.75		01-12-5110
Total ELGIN KEY & LOCK CO. INC.:			2.75		
ENTERPRISE FM TRUST					
4664047	PD LEASE	02/04/2023	2,384.59		32-21-5942
Total ENTERPRISE FM TRUST:			2,384.59		
FEHR GRAHAM					
113151	SPEEDWAY, HIGGINS	01/31/2023	4,663.50		85-01-2381
Total FEHR GRAHAM:			4,663.50		
FIRST COMMUNICATIONS					
124966455	VH PHONES	02/06/2023	261.68		01-12-5320
124966455	PHONE DEPOT	02/06/2023	18.91		01-12-5320
124966455	PHONES PD	02/06/2023	889.23		01-21-5320
124966455	PHONES WATER	02/06/2023	426.64		01-31-5320
124966455	PHONES P/W	02/06/2023	104.42		01-31-5320
124966455	PHONES SEWER	02/06/2023	462.46		60-33-5320
Total FIRST COMMUNICATIONS:			2,163.34		
FLOOD BROTHERS					
020123	REFUSE COLLECTION	02/01/2023	22,538.68		01-33-5180
6630640	REMOVE FENCE 408 BARRING	02/06/2023	395.00		39-01-5968
Total FLOOD BROTHERS:			22,933.68		
GALLS PARENT HOLDINGS, LLC					
23439373	UNIFORM ALLOW. - KM	02/03/2023	249.36		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			249.36		
GARDINER KOCH WEISBERG & WRONA					
12928	PROF LEGAL SERVIC	02/11/2023	10,887.35		01-12-5230

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total GARDINER KOCH WEISBERG & WRONA:			10,887.35		
GORDON FLESCH COMPANY, INC					
14066623	TONER PD	01/30/2023	288.36		01-21-5630
14066623	TONER - 225 PL	01/30/2023	78.53		60-33-5630
14066623	TONER 401 EA	01/30/2023	24.24		60-33-5630
Total GORDON FLESCH COMPANY, INC:			391.13		
HARMONY METAL FABRICATION					
02-004	WELD STAGE CART	02/02/2023	1,107.00		01-31-5130
Total HARMONY METAL FABRICATION:			1,107.00		
HAWKINS, INC.					
6402668	WATER CHEMICALS	02/15/2023	190.00		60-33-5650
6402669	WATER CHEMICALS	02/15/2023	10.00		60-33-5650
Total HAWKINS, INC.:			200.00		
HEINZ, GERALD & ASSOC.					
20571	MISC ENGINEERING	02/02/2023	1,968.00		01-12-5220
20580	JACKSON STREET PARKING RF	02/02/2023	4,724.50		01-12-5220
20602	2 & 4 VAN BUREN	02/06/2023	78.00		01-12-5290
20575	4TH ST IMPROVEMENT - ENGIN	02/02/2023	78.00		32-31-6090
20576	PENNY RD/RT 68	02/02/2023	4,456.50		85-01-2378
20578	PENNY RD/RT 68	02/02/2023	4,300.50		85-01-2378
20579	PAL CAR WASH	02/02/2023	1,794.00		85-01-2386
20574	ALT CAT	02/02/2023	1,404.00		85-01-2394
20573	590 HEALY	02/02/2023	312.00		85-01-2395
20577	590 HEALY	02/02/2023	312.00		85-01-2395
20581	590 HEALY	02/02/2023	312.00		85-01-2395
20572	HIGH STREET	02/02/2023	858.00		85-01-2401
Total HEINZ, GERALD & ASSOC.:			20,597.50		
HELPING HAND IT					
23-42273	IT SERVICES	02/01/2023	2,406.28		01-12-5286
23-42296	IT SERVICES	02/03/2023	253.75		01-12-5286
23-42301	IT SERVICES	02/10/2023	70.00		01-12-5286
Total HELPING HAND IT:			2,730.03		
HUGHES ENVIRONMENTAL CONSULTING					
1051	HUGHES ENVIR	01/31/2023	9,562.25		60-33-5291
Total HUGHES ENVIRONMENTAL CONSULTING:			9,562.25		
ILLINOIS GOVERNMENT FINANCE OFFICERS					
021322	MEMBERSHIP AL AND BJM	02/13/2022	275.00		01-14-5410
Total ILLINOIS GOVERNMENT FINANCE OFFICERS:			275.00		
IPELRA					
121622 1	TRAINING	12/16/2022	200.00		01-14-5430

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total IPELRA:			200.00		
J.G. UNIFORMS, INC					
109444	UNIFORM DC JF	01/20/2023	688.90		01-21-5080
109445	UNIFORM JK	01/20/2023	45.65		01-21-5080
109458	UNIFORM DC JF	01/20/2023	314.50		01-21-5080
109666	UNIFORM SD	01/26/2023	78.45		01-21-5080
110000	UNIFORM DC JF	02/06/2023	517.43		01-21-5080
110019	UNIFORM KM	02/06/2023	54.00		01-21-5080
110020	UNIFORM DC JF	02/06/2023	878.25		01-21-5080
110036	UNIFORM	02/06/2023	667.00		01-21-5080
Total J.G. UNIFORMS, INC:			3,244.18		
KLEIN, THORPE AND JENKINS, LTD					
013123	PROFESSIOINAL SERVICES	01/31/2023	1,696.30		01-12-5230
013123	POLICE LEGAL SERV	01/31/2023	1,664.68		01-21-5230
013123	TIF #3 DOWNTOWN	01/31/2023	382.50		39-01-5230
013123	590 HEALY RD	01/31/2023	1,035.00		85-01-2395
Total KLEIN, THORPE AND JENKINS, LTD:			4,778.48		
KURITA AMERICA INC.					
733320	RESIN FOR ION EXCHANGE UN	01/31/2023	3,616.00		60-33-5130
733320	FREIGHT	01/31/2023	890.00		60-33-5130
Total KURITA AMERICA INC.:			4,506.00		
LAI LTD.					
22-19886	GRINDER 901 CENTRIFUGE	02/06/2023	1,870.90		60-33-5131
Total LAI LTD.:			1,870.90		
LAUDERDALE ELECTRIC, INC.					
8900	DEPOT EXIT LIGHT	01/26/2023	500.88		01-31-5196
8901	LIGHTING TIME AT WW GARAG	01/26/2023	938.06		60-33-5111
Total LAUDERDALE ELECTRIC, INC.:			1,438.94		
LAW ENFORCEMENT RECORDS MANAGERS OF IL					
1986	LERMI - AV	02/02/2023	50.00		01-21-5410
Total LAW ENFORCEMENT RECORDS MANAGERS OF IL:			50.00		
MARTIN, BRANDISS					
021323	ILCMA CONF HOTEL 2/8-2/10/23	02/13/2023	318.08		01-14-5420
Total MARTIN, BRANDISS:			318.08		
MENARDS - CARPENTERSVILLE					
2154	PAINT TRUCK 29 ANS 22	02/01/2023	50.64		01-31-5630
Total MENARDS - CARPENTERSVILLE:			50.64		
METRO WEST COUNCIL OF GOVERNMENT					
4928	LEG BREAKFAST - JL	01/27/2023	45.00		01-12-5420

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total METRO WEST COUNCIL OF GOVERNMENT:			45.00		
MIDWEST SALT					
466975	COARSE SALT	02/13/2023	3,174.76		60-33-5650
Total MIDWEST SALT:			3,174.76		
MONROE TRUCK EQUIPMENT					
340406	SNOW SHOVEL	01/31/2023	66.73		01-31-5160
340406	TRUCK 22 - HOLDS TAILGATE	01/31/2023	275.46		01-31-5160
Total MONROE TRUCK EQUIPMENT:			342.19		
MOTOROLA SOLUTIONS INC					
715242023010	MAINTENANCE AGREEMENT	02/01/2023	578.00		01-21-5940
Total MOTOROLA SOLUTIONS INC:			578.00		
NICOR GAS					
012723	NICOR VH	01/27/2023	140.99		01-31-5510
012723	NICOR S/W	01/27/2023	2,164.19		60-33-5510
Total NICOR GAS:			2,305.18		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
536108	NEW EMPLOYEE SCREENING -	01/31/2023	257.00		01-21-5240
536687	NEW EMPLOYEE SCREENING -	01/31/2023	172.00		01-21-5240
536687	EMPLOYEE SCREENING PW	01/31/2023	175.00		01-31-5240
536576	ERGONOMICS TRAINING	01/31/2023	150.00		01-31-5430
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			754.00		
NOTARY PUBLIC ASSOCIATION					
021023	NOTARY FB	02/10/2023	59.00		01-12-5630
021023	AL NOTARY	02/10/2023	59.00		01-14-5630
021023	TJ NOTARY RENEWAL	02/10/2023	59.00		01-14-5630
Total NOTARY PUBLIC ASSOCIATION:			177.00		
PACE ANALYTICAL SERVICES, LLC					
9544685	W TESTING	01/31/2023	250.00		60-33-5290
9544506	WW TESTING	01/31/2023	327.00		60-33-5291
9544686	WW TESTING	01/31/2023	2,585.30		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			3,162.30		
PALUMBO MANAGEMENT LLC					
14738	WATER MAIN BREAK VAN BURE	02/13/2023	165.00		60-33-5140
Total PALUMBO MANAGEMENT LLC:			165.00		
PLOTE, INC.					
210150.04	CHRISTINA DR/HIGGINS IMPR	01/09/2023	111,830.01		32-36-6090

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total PLOTE, INC.:			111,830.01		
PROLINE EMBROIDERY					
112282	UNIFORM	01/31/2023	427.69		01-21-5080
Total PROLINE EMBROIDERY:			427.69		
QUAD COM 9-1-1					
23-EDPD-02	DISPATCH SERV	02/01/2023	14,656.63		01-21-5360
Total QUAD COM 9-1-1:			14,656.63		
RYAN HERCO FLOW SOLUTIONS					
43644	TOWER FLOW METER	02/01/2023	542.36		60-33-5130
Total RYAN HERCO FLOW SOLUTIONS:			542.36		
SCHOCK'S TOWING SERVICE INC.					
24896	TOWING POLICE	01/31/2023	100.00		01-21-5120
Total SCHOCK'S TOWING SERVICE INC.:			100.00		
STANARD & ASSOCIATES INC.					
53196	EVALUATION FOURDYCE	02/01/2023	900.00		01-21-5290
Total STANARD & ASSOCIATES INC.:			900.00		
STAPLES ADVANTAGE					
8068993939	OFFICE SUPP,LIES	01/21/2023	109.05		01-21-5610
8069084566	OFFICE SUPP,LIES	01/28/2023	40.08		01-21-5610
Total STAPLES ADVANTAGE:			149.13		
STEPHEN D. TOUSEY LAW OFFICES					
020123	LOCAL PROSECUTION	02/01/2023	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
SUMMIT SQUARE ASSOCIATION					
020122	ASSOCIATION DUES	02/01/2022	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
SYNAGRO TECHNOLOGIES					
35871	CAKE LAND APP	02/01/2023	3,675.00		60-33-5287
Total SYNAGRO TECHNOLOGIES:			3,675.00		
THIRD MILLENNIUM ASSOCIATES					
28688	UTILITY BILLING W/S	01/31/2023	175.79		60-33-5340
Total THIRD MILLENNIUM ASSOCIATES:			175.79		
TLO LLC					
259283-20230	TLO DUES	02/01/2023	75.00		01-21-5410

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total TLO LLC:			75.00		
TRUE BLUE CAR WASH LLC					
4619	PD CAR WASH	01/31/2023	75.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			75.00		
ULINE					
159818141	GARBAGE BAGS	02/09/2023	245.01		01-31-5630
Total ULINE:			245.01		
US BANK					
5221 012523 B	ADOBE	01/25/2023	254.85		01-12-5286
5221 012523 B	COMCAST	01/25/2023	542.26		01-12-5320
5221 012523 B	COMCAST	01/25/2023	404.85		01-12-5320
1680 012523 K	MAIL CHIMP	01/25/2023	47.00		01-12-5410
1680 012523 K	SIRIUS RADIO	01/25/2023	16.56		01-12-5410
1680 012523 K	CANVA	01/25/2023	119.99		01-12-5410
6309 012523 E	MEMBERSHIP	01/25/2023	1,105.00		01-12-5410
5221 012523 B	GENERAL OFFICE SUPPLIES	01/25/2023	17.64		01-12-5610
5221 012523 B	OFFICE SUPPLIES	01/25/2023	43.93		01-12-5610
1680 012523 K	EMPLOYEE HOL GIFTS	01/25/2023	98.02		01-12-5645
5221 012523 B	JOB POSTING	01/25/2023	240.00		01-14-5330
5221 012523 B	MEMBERSHIP BJM	01/25/2023	230.00		01-14-5410
5221 012523 B	MEMBERSHIP BJM	01/25/2023	95.83-		01-14-5410
5221 012523 B	FORUM - AL	01/25/2023	99.00		01-14-5430
5221 012523 B	CONF REG	01/25/2023	225.00		01-14-5430
5221 012523 B	2023 PAYROLL TRAINING	01/25/2023	95.00		01-14-5430
5221 012523 B	OFFICE SUPPLIES	01/25/2023	58.46		01-14-5610
5221 012523 B	1099 FORM ENVELOPES	01/25/2023	20.99		01-14-5630
012523 1706 C	DRY CLEANING	01/25/2023	62.51		01-21-5080
012523 1706 C	SHIRTS & SHOES	01/25/2023	110.44		01-21-5080
5221 012523 B	COMCAST	01/25/2023	63.18		01-21-5320
2107 012523 J	PRIME MEMBERSHIP	01/25/2023	14.99		01-21-5410
012523 1706 C	OFFICE SUPPLIES	01/25/2023	236.70		01-21-5610
012523 1706 C	COFFEE	01/25/2023	61.98		01-21-5610
2107 012523 J	SUPPLIES	01/25/2023	113.72		01-21-5610
012523 1706 C	LOCK CORK BOARD	01/25/2023	79.90		01-21-5630
2107 012523 J	RIFLE BATTERIES	01/25/2023	64.47		01-21-5630
5541 012523 O	TRUCK SCALES	01/25/2023	104.00		01-21-5630
5824 012523 G	SNOW PLOW REPAIRS	02/03/2023	18.57		01-31-5160
3999 012523 P	IPHONE STOREAGE	01/25/2023	.99		01-31-5320
1680 012523 K	LIGHTS PARADE OVER PAYME	01/25/2023	250.00-		01-37-5630
5824 012523 G	IPHONE STORAGE	02/03/2023	.99		60-33-5320
Total US BANK:			4,205.16		
US BANK/VOYAGER FLEET SYSTEMS, INC.					
020823	GAS BZ	02/08/2023	42.56		01-25-5620
020823	GAS PW	02/08/2023	2,033.63		01-31-5620
020823	GAS WTR/SWR	02/08/2023	92.23		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			2,168.42		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
USA BLUEBOOK					
252981	WATER SAMPLE TAPS	01/31/2023	48.68		60-33-5140
Total USA BLUEBOOK:			48.68		
VALLEY HYDRAULIC SERVICE INC					
2267480	TRUCK 29, SALT SPREADER	02/09/2023	191.51		01-31-5160
Total VALLEY HYDRAULIC SERVICE INC:			191.51		
WASTE MANAGEMENT OF ILLINOIS					
8869-2776-3	DISPOSAL OF MISC MATERIAL	02/01/2023	1,358.72		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			1,358.72		
WBK ENGINEERING, LLC					
23339	NICOR WETLAND REVIEW PRO	07/31/2022	922.50		01-31-5220
Total WBK ENGINEERING, LLC:			922.50		
WELCH BROTHERS, INC.					
3213101	GRAVEL - ROAD SHOULDER	02/10/2023	160.00		01-31-5150
3213196	GRAVEL - ROAD SHUOLDER	02/13/2023	160.00		01-31-5150
Total WELCH BROTHERS, INC.:			320.00		
WILLIAM C ZELSDORF					
020123	DEPOT 2/1-23 - 2/5/23	02/12/2023	240.00		01-12-6010
020123	DEPOT 2/8-23 - 2/12/23	02/12/2023	240.00		01-12-6010
Total WILLIAM C ZELSDORF:			480.00		
WINZER FRANCHISE COMPANY					
767394	SNOW PLOW COATING	01/30/2023	263.32		01-31-5160
Total WINZER FRANCHISE COMPANY:			263.32		
Grand Totals:			324,400.72		

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: Franco Bottalico, Management Analyst

Subject: Text Amendments to Chapter 157, *Zoning Ordinance*, regarding Indoor Malls

Date: February 20, 2023

Action Requested

The Planning and Zoning & Historic Commission recommend Village Board approval of an ordinance amending the East Dundee Village Code to add a definition of indoor mall to Section 157.003, and to add a special use in the B-3 service business district in Section 157.050(F)(1)(c)(1).

Summary

The Planning and Zoning & Historic Commission ("PZHC") met on February 2, 2023, and held a public hearing to consider amendments to Chapter 157, *Zoning Ordinance*, regarding an application from Rosa and Ezequiel Lael, owners of Elgin Mall Corp. ("Applicant") and their attorney Dan Shapiro, regarding the property at 535 Dundee Avenue (portion of PIN 03-26-227-00) located in the B-3 Service Business District ("Property"). Previous to this, applicants spoke before the Village Board at its December 5, 2022 regular meeting regarding this matter. Click [here](#) for a link to the recording of that meeting. Applicant provided the Village Board with a background and overview of their operation and proposed use. Applicant's presentation begins at the 14-minute mark.

On February 2, 2023 the PZHC held a public hearing regarding the Applicant's special use request which would require the below text amendments to the existing Zoning Ordinance in order to allow such a use. [February 2, 2023 PZHC agenda packet.](#)

- 1. A text amendment to Chapter 157 of the Village of East Dundee Village Code (Zoning Ordinance) in Section 157.003, *Rules and definitions*, to add "Indoor Mall".**

The PZHC voted to recommend approval of an amendment to Section 157.003, *Rules and definitions*, to add "Indoor Mall" as a definition. The PZHC's drafted definition is as follows:

INDOOR MALL. A retail complex over 50,000 sq. ft. with one singular address containing a variety of individual stores and often restaurants and other individual business establishments housed in a single building sharing a common

interior space where no other clear primary use can be assigned. All permitted uses in the Business District B-3 shall be permitted in an Indoor Mall.

The Applicants have noted that each individual business will have a suite number associated with its US Mailing address. The PZHC recommended approval of the above amended definition on a 3-1 vote with one abstention.

2. **A text amendment to Chapter 157 of the Village of East Dundee Zoning Ordinance in Section 157.050(F)(1)(c)(1), *Retail uses*, to add “Indoor Mall” as “S” Special Use in the B-3 Business District.**

<i>Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit</i>	<i>Downtown Business District (B-1)</i>	<i>Community Business District (B-2)</i>	<i>Service Business District (B-3)</i>	<i>Automotive Service Business District (B-4)</i>	<i>Office District (O-D)</i>

(c) Retail uses.					
<i>1. General merchandise.</i>					
<u>Indoor Mall</u>			<u>S</u>		

The PZHC recommended approval of the above amendment on a 3-1 vote with one abstention.

Attachments
Ordinance

ORDINANCE NUMBER 23 - __

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE EAST DUNDEE ZONING ORDINANCE TO ADD A NEW SPECIAL USE IN THE B-3 SERVICE BUSINESS ZONING DISTRICT FOR INDOOR MALLS

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, Elgin Mall Corp. (“**Applicant**”) submitted an application to the Village for an amendment to Section 157.050(F)(1)(o)(1) of the Zoning Ordinance, to add a new special use in the B-3 Service Business Zoning District for indoor malls (“**Application**”); and

WHEREAS, the Planning and Zoning & Historic Commission of the Village held a public hearing on February 2, 2023 to consider the Application pursuant to notice; and

WHEREAS, the Planning and Zoning & Historic Commission reviewed the standards set forth in Section 157.223 of the Zoning Ordinance and made a recommendation to approve the Application; and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendation of the Planning and Zoning & Historic Commission, and hereby desire to amend the Zoning Ordinance to add a new special use in the B-3 Service Business Zoning District for indoor malls.

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

SECTION 2: Text Amendment. Section 157.003 of the Zoning Ordinance, entitled “Rules and Definitions,” is hereby amended to add a new definition for “Indoor Mall,” in its proper alphabetical order, to read as follows:

INDOOR MALL. A retail complex over 50,000 sq. ft. with one singular address containing a variety of individual stores and often restaurants and other individual business establishments housed in a single building sharing a common interior space where no other clear primary use can be assigned. All permitted uses in the Business District B-3 shall be permitted in an Indoor Mall.

SECTION 3: Text Amendment. A new row in the table in Section 157.050(F)(1)(c)(1) of the Zoning Ordinance, entitled “Retail uses,” is hereby created and shall read as follows, with additions in bold and underlined:

157.050 GENERAL REQUIREMENTS.

(F) Allowable use of land or buildings.

(1) Allowable uses table. Permitted uses, special uses, accessory uses, and temporary uses in the business districts shall be as indicated on the following table. All other provisions of this chapter to the contrary notwithstanding, the Building Inspector shall determine whether a proposed use that is not specifically listed on the table is most similar to and compatible with one or more permitted uses, special uses, accessory uses, temporary uses, or prohibited uses and classify the use accordingly. Such determinations shall be recorded in writing and maintained on file in the Village Clerk's office

<i>Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit</i>	<i>Downtown Business District (B-1)</i>	<i>Community Business District (B-2)</i>	<i>Service Business District (B-3)</i>	<i>Automotive Service Business District (B-4)</i>	<i>Office District (O-D)</i>

<i>(c) Retail uses.</i>					
<i>1. General merchandise.</i>					
<u>Indoor Mall</u>			<u>S</u>		

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

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

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

PASSED this _____ 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, Management Analyst

Subject: Indoor Mall Special Use Request

Date: February 20, 2023

Action Requested

The Planning, Zoning and Historic Preservation Commission ("PZHC") recommend Village Board approval of an ordinance granting a special use permit for an Indoor Mall for the property located at 535 Dundee Avenue, East Dundee, IL, 60118 (portion of PIN 03-26-227-007) located in the B-3 Business District ("Property").

Summary

The PZHC met on February 2, 2023 and held a public hearing for a special use request regarding an application for an indoor mall submitted by Rosa and Ezequiel Lael, owners of Elgin Mall Corp., ("Applicant") and their attorney Dan Shapiro. Click [here](#) for a link to that agenda packet, and click [here](#) for a link to the video recording.

The Applicant spoke before the Village Board at its December 5, 2022 regular meeting regarding this matter. Click [here](#) for a link to the recording of that meeting. At that meeting, the Applicant provided the Village Board with a background and overview of their operation and proposed use. Note: the Applicant's presentation begins at the 14-minute mark.

The Applicant were once tenants of the Elgin mall for twenty years and have now taken ownership of the Elgin Mall Corp. within the last 6 months. Of the approximate 90,000 sq. ft. mall in Elgin, the Applicants anticipate to open an approximate 63,000 sq. ft. mall in East Dundee and bring over most of their individual businesses with them. The Applicant desires to move in to the long-vacant former Dominick's building located at the Property. It should be noted that the lease at their current location in Elgin is set to expire.

Applicant is seeking approval to have in operation approximately 87-90 total individual businesses, of which 2-4 would be restaurants at this location. Each business unit will be constructed in an approved method to meet building and fires codes and have a uniform appearance in height and construction. The 87-90 individual businesses would be spread out over 137 available unit spaces in the layout of the site, in which some individual businesses would occupy more than one unit space. Currently, the River Valley Shopping Center at this

location has vacancies that will help accommodate the parking needed for the 87-90 individual businesses. Staff has recommended capping the businesses at 90 for this reason. If the applicant desires to operate with more than 90 individual businesses, they can submit the request to the Village after 12 full months of operation so that there is adequate time to observe the parking capacity to see if there is room for additional stores to be added inside the mall. Of those 87-90 individual businesses, the indoor mall plans to incorporate retail businesses, service businesses, and potential restaurants and it would operate Thursday to Sunday as follows: Thursdays from 10:00 am to 7:00 pm; Fridays and Saturdays from 10:00 am to 8:00 pm; and Sundays from 10:00 am to 6:30 pm. Further, the Applicant estimates revenue for this use would be ~\$12,600,000 in annual sales, which is based on their estimated numbers from twenty years of experience at the Elgin location.

Building owner, Bob Tzotzolis (495 Dundee LLC), anticipates a \$4,000,000 build-out cost to accommodate this use and meet village building codes and special use conditions. Additionally, Mr. Tzotzolis has stated to staff that parking lot improvements are to be completed by September 1, 2023, and the façade improvements are to be completed within the first 12 months after the indoor mall opens for business. The indoor mall anticipates to open for business in October of 2023.

Lastly, the Applicant has stated that there will be 24 security cameras located within their business, motion detectors and an alarm system, four security guards in the indoor mall, and a security firm patrolling the parking lot in a vehicle.

The PZHC has reviewed the special use application and took the following motion:

Recommend village board approval of a request for a special use for an Indoor Mall multi-tenant facility for the property located at 535 Dundee Ave., East Dundee IL, 60118 portion of PIN 03-26-227-007 in the B-3 Business District with a condition that no tenant's storage / display shall reach above the wall line of each individual tenant's unit.

The PZHC made this recommendation on a 3-1 vote with one abstention. If the Village Board seeks approval of the special use permit, staff recommends additional conditions be added to the special use permit. Staff has prepared two ordinances for the Village Board to review and consider: one with the single condition recommended by the PZHC, and one with the single condition recommended by the PZHC as well as 14 additional conditions recommended by staff. The Village Board may choose to approve all or some of these staff-recommended conditions and may also amend the ordinance to add additional conditions as it sees fit.

Attachments

Building Inspector's Report
Parking Map

Findings of Fact

Fire Dist. Memo

Ordinance – one with condition from PZHC, and one with conditions from the PZHC and Staff

Police Chief's Report and Data

Redacted Application with Documents.

Tenant List

Memorandum



To: Planning and Zoning & Historic Commission
From: Chris Ranieri, Building Inspector
Subject: 535 Dundee – Special Use Request and Text Amendments
Date: January 26, 2023

Background and Summary:

Staff has received an application from Rosa and Ezequiel Leal, owners of Elgin Mall Corporation, ("Applicant") who desire to relocate their existing business from Elgin to 535 Dundee Ave. East Dundee, IL 60118 (PIN 03-26-227-007) which is in the B-3 Business District.

Building Department Analysis and Recommendations:

Staff has reviewed this application and has made the below recommendations for the PZHC to consider.

Below is an analysis of existing and proposed parking.

The village parking requirements are 1 parking space for each 200 sq. ft. of retail space use and 1 parking space for each 150 sq. ft. of restaurant space use.

Village code OFF STREET PARKING Section **157.150 REQUIRED SPACES,**
(M) *Establishments handling the sale and consumption on the premises of food and refreshment: at least one parking space for each 150 square feet of floor area.* and
(T) *Retail stores: at least one parking space for each 200 square feet of floor area.*

Per the village code I estimate the "Dundee Indoor Mall" will require 328 parking spaces.
Per the village code the balance of the shopping center requires 133 parking spaces.

Total parking spaces required 328 + 133 = 461.

The existing parking lot has 394 spaces, (461-394=67) that leave a deficit of 67 parking spaces.

The following is not in the village code but an alternate way of calculating the parking that may be required. The required 328 parking spaces / 80 proposed businesses = 4.1 parking spaces per business.

Because there is a 67-parking space deficit (328 – 67 = 261 spaces) there are 261 parking spaces available for the Dundee Indoor Mall.

261 parking spaces / 4.1 per business = 63 businesses allowed.

NOTE: The existing mall does have several stores that are vacant approximately 18,000 sq. ft. 18,000 / 200 = 90 parking spaces.

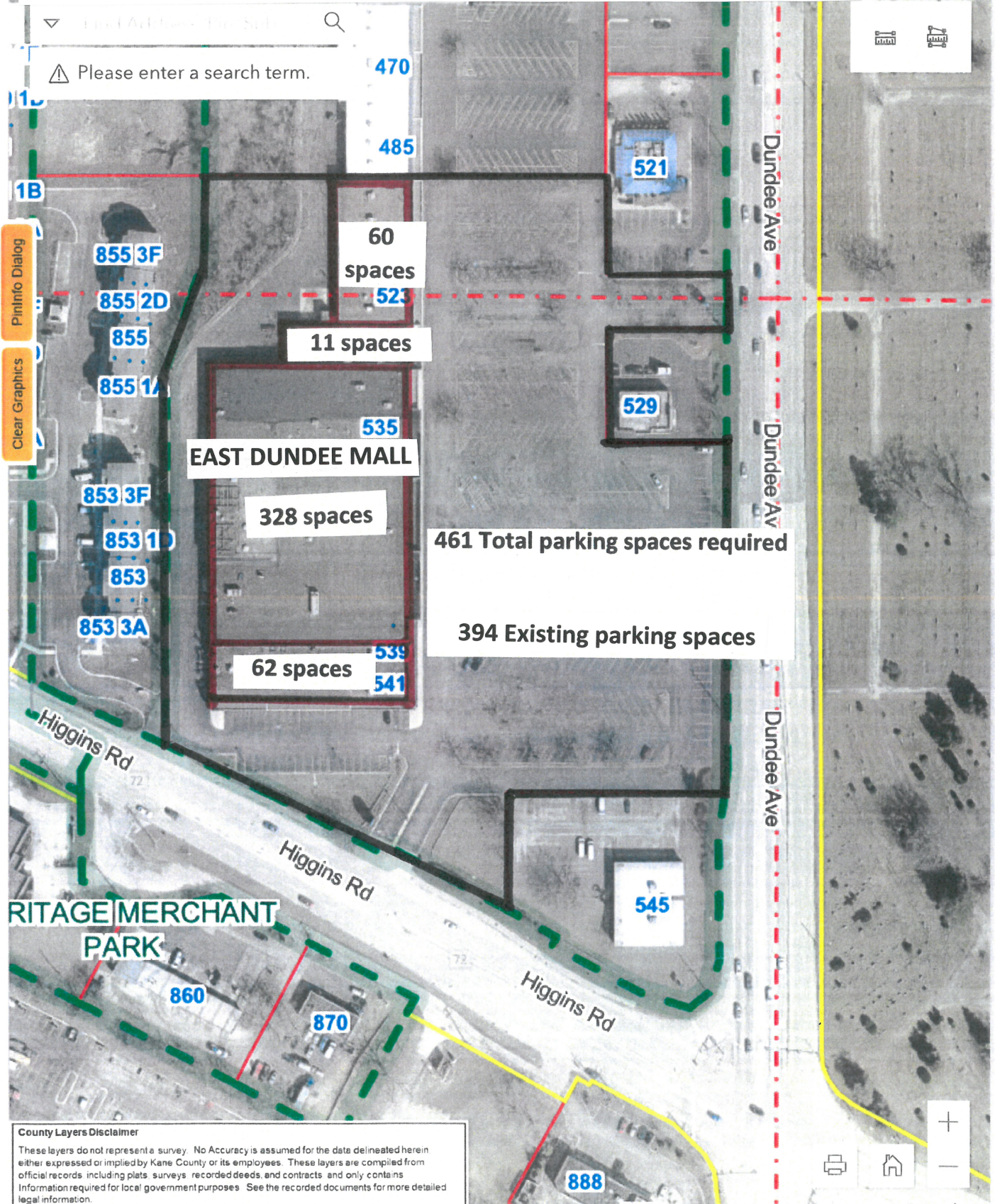
The businesses are currently located in the Elgin Mall.

The Elgin Mall has 397 parking spaces, plus the possible overflow of 272 parking spaces.
397 / 87 businesses = 4.56 spaces per business

Staff's Recommendation: If all the shopping center units are occupied the existing parking lot has a deficit of 67 parking spaces. The Special Use application is requesting approval for 137 businesses. The Applicant has indicated the number of businesses moving to this location is 80. Staff is recommending limiting the number of businesses to 80.

RIVER VALLEY SQUARE MALL

Technologies
Layers



Esri, NASA, INGA, USGS, FEMA | Esri Community Maps Contributors, County of Kane, © OpenStreetMap, Micro... Powered by Esri

extent: xmin:-9825157.38 xmax: -9824034.71 ymin:5174958.22 ymax: 5175501.04



Planning and Zoning & Historic Commission Meeting

Findings of Fact – Special Use

Property Location: 535 Dundee Ave.; PIN 03-26-227-007 in the B-3 Business District

Hearing Date: February 2, 2023

Special Use

Requested: Indoor Mall

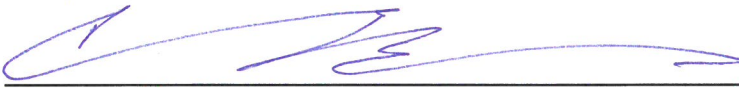
Staff has determined the below findings of fact for the PZHHC's consideration and review:

1. **The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable (N.A.), Explain:**
Yes.
2. **The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.**
Yes
3. **Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.**
Yes
4. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.**
Yes
5. **How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village? The 2002 Commercial Development comp. plan goal states: "To provide for an adequate and attractive commercial base to serve the needs of Village residents". This aligns with the proposed special use.**

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

4 ayes 0 nays 2 absent 1 abstain

Date: 2/3/2023

Signature: 
Chair, Planning and Zoning & Historic Commission

East Dundee and Countryside Fire Protection District

401 Dundee Ave,
East Dundee IL 60118



www.edfire.com
fireprevention@edfire.com

Plan Submittal Review

To: Chris Ranieri, Village of East Dundee Building Inspector
From: Marc Quattrocchi / Fire Prevention Bureau
CC: Planning and Zoning & Historic Commission (PZHC)
Date: January 13th, 2023
Re: 535 Dundee Ave East Dundee, IL 60118

Mr. Ranieri and PZHC:

It is the East Dundee Fire District's opinion that if the Elgin Mall is to move and occupy River Valley Square South (535 Dundee Ave) it will have no adverse effect on the Fire District. The Fire District's initial priority is that the building owner and future occupants adhere to the Fire Code and Local Fire District Ordinances creating a safe environment for the public, employees, visitors, the Village, and anyone who will have contact with this business. We can not preplan accidents or emergencies from occurring, however we can measure and set forth practices directed toward the prevention and suppression of emergencies.

We are confident that the building owner, and managers of the Elgin Mall will work diligently to adhere to any standards set forth by Fire Code, Local Ordinances, and the Fire District.

We have reached out to Elgin 911 to gather historical data pertaining to the call volume and type the Elgin Mall has brought to the Elgin Fire Department. We were reassured the quantity and quality of 911 calls received by the 911 center regarding the Elgin mall's current location and operation, will not supersede the presumed expectations.

Sincerely,

Marc Quattrocchi, Fire Inspector

ORDINANCE NUMBER 23 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS GRANTING A SPECIAL USE PERMIT FOR AN
INDOOR MALL FOR THE PROPERTY LOCATED AT 535 DUNDEE AVENUE,
EAST DUNDEE, IL, 60118, PORTION OF PIN 03-26-227-007, LOCATED IN THE B-3
BUSINESS DISTRICT**

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

WHEREAS, pursuant to Section 157.224 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning districts; and

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

WHEREAS, Bob Tzotzolis (495 Dundee LLC) ("Owner") is the record owner of real property located at 535 Dundee Ave., East Dundee, IL 60118 ("Property"); and

WHEREAS, Elgin Mall Corp. ("Applicant"), with the consent of the Owner, filed an application ("Application") with the Village seeking a special use permit to operate an indoor mall at the Property, as more fully described in the Application; and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on February 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and find it to be in the best interests of the health, safety and welfare of its residents to approve the requested special use for an indoor mall on the Property, subject to the conditions contained within Section 3 of this Ordinance;

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

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

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

PORTION OF PIN 03-26-227-007

LOT 1 OF LPC SUBDIVISION, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as 535 Dundee Avenue, East Dundee, Illinois 60118 for an indoor mall.

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

1. No tenant's storage / display shall reach above the wall line of each individual tenant's unit.

SECTION 4: Failure to Comply with Conditions. The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

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

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

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

PASSED this 20th day of February 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 20th day of February 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 20th day of February 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on February ____, 2023.

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

By: _____

Applicant

Date: February __, 2023

ORDINANCE NUMBER 23 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS GRANTING A SPECIAL USE PERMIT FOR AN
INDOOR MALL FOR THE PROPERTY LOCATED AT 535 DUNDEE AVENUE,
EAST DUNDEE, IL, 60118, PORTION OF PIN 03-26-227-007, LOCATED IN THE B-3
BUSINESS DISTRICT**

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

WHEREAS, pursuant to Section 157.224 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning districts; and

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

WHEREAS, Bob Tzotzolis (495 Dundee LLC) ("Owner") is the record owner of real property located at 535 Dundee Ave., East Dundee, IL 60118 ("Property"); and

WHEREAS, Elgin Mall Corp. ("Applicant"), with the consent of the Owner, filed an application ("Application") with the Village seeking a special use permit to operate an indoor mall at the Property, as more fully described in the Application; and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on February 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and find it to be in the best interests of the health, safety and welfare of its residents to approve the requested special use for an indoor mall on the Property, subject to the conditions contained within Section 3 of this Ordinance;

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

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

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

PORITION OF PIN 03-26-227-007

LOT 1 OF LPC SUBDIVISION, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as 535 Dundee Avenue, East Dundee, Illinois 60118 for an indoor mall.

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

1. No tenant's storage / display shall reach above the wall line of each individual tenant's unit.
2. The Property must conform with the Zoning Ordinance requirements for the B-3 Business District.
3. Operation of the Special Use must be in compliance with all other local, state, and federal laws that apply to such uses.
4. All building code and life safety requirements of the Property must be satisfied, as approved by the Village.
5. The exterior build-out of each tenant's unit must have uniform and consistent framed style of construction with built walls. Curtains or other non-sturdy materials shall not be used to separate units.
6. Each unit shall operate with a point-of-sale terminal or other electronic cash register that records all transactions occurring at the unit.
7. Signage shall only be displayed above the entrance to each unit. Each sign will have a maximum signage area of twenty (20) square feet per sign, per individual unit. No permit fees are required for said signs.
8. All operating units/individual businesses must be licensed with the Village in accordance with Chapter 110 General Licensing Provisions of the Municipal Code.
9. The Owner, and all subsequent owner(s) of 535 Dundee Ave (PIN 03-26-227-007), shall be subject to Chapter 119 Rental License of the Municipal Code

10. Litter patrol shall occur at least once per day and shall remove any litter on the Property and in the public right-of-way immediately adjacent to the Property and extending 25 feet to the north and south.
11. Patrons, employees, and tenants of the facility shall not loiter or congregate on the public sidewalk in front of the Property or in the immediate vicinity.
12. Kiosks, displays, items or materials for storage and / or sale are not permitted in the aisles or halls or walkways of the Property.
13. Tenant quantity capped at 90 individual businesses / tenants during the first 12 months after opening. Applicant can reapply at that time for additional permitted individual businesses / tenants if parking has sufficient capacity as observed over the first 12 months.
14. Each unit shall provide a consistent, constructed method to secure the entries and exits to the individual units during closed and/or off hours of business such as entry doors or overhead doors with locking mechanisms.
15. The Owner shall complete the parking lot improvements, as set forth in the Application and related documents, by September 1, 2023, and façade improvements, as set forth in the Application and related documents, within 12 months of the indoor mall commencing operation.

SECTION 4: Failure to Comply with Conditions. The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

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

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

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

PASSED this 20th day of February 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 20th day of February 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 20th day of February 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on February ____, 2023.

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

By: _____

Applicant

Date: February __, 2023

Memorandum



To: Chris Ranieri, Building Official

From: James Kruger, Chief of Police

Subject: Dundee Indoor Mall Project

Date: January 20, 2023

Pursuant to the potential of the Elgin Mall, located at 308 S. McLean Blvd, Elgin relocating to East Dundee, I made contact with the Elgin Police Department for information. The Elgin Police Department provided me the calls for service data for the last three years, as of November 8, 2022. It should be noted that 2020 data would also be skewed low due to the pandemic.

Over the last three years, the Elgin Police Department responded to 200 calls for service in 2020, 173 in 2021, and 146 in eleven months of 2022. (Break down of calls attached to this memo). Anecdotally, the Elgin Police command staff did not believe that the mall created a large demand for service to their department. However, this is also attributed to the fact that Elgin responds to 109,000 calls for service per year meaning 173 CFS is .015% of their total calls. East Dundee Police respond to 4,900 calls for service per year making 173 CFS 3.5% of additional call load for the East Dundee Police Department.

Another consideration is the potential of increased motor vehicle trips due to the indoor mall's current customer base following from Elgin that will now be theoretically experienced in East Dundee. The Police Department was also contacted by the developer to discuss their intention of deploying high resolution cameras with license plate reader technology on the property.

It is without question the occupancy of the location will create a higher level of service demand than an empty building. It is fair to say that we may see anywhere from 175 to 225 additional calls for service in a given year, to include traffic crashes on both public and private property. There is no way to know for sure the severity of the calls for service or what the net effect will be on our crime statistics. It has been stated by the developer that many of the businesses are more cash-oriented that may require strict cash handling and security. Besides a robust video surveillance system, I would also recommend a business bag drop with a local bank and courier service, rather than multiple merchants walking out to make deposits. This will also provide a much higher level of safety for employees. The Police Department has a neutral recommendation other than a potential future consideration for resources.



Elgin Crime Analysis

Elgin Mall Calls for Service
(2020-2022)

Elgin Police Department
151 Douglas Ave.
Elgin IL 60120
847-289-2700 (non-emergency)

Call for Service Type	2020	2021	2022	Total
Customer Management Dispute	3	11	4	18
Accident Property Damage	3	9	3	15
Battery	2	3	1	6
Burglar Alarm	2	0	4	6
Dispute	0	2	3	5
Dog Complaint	1	3	1	5
Suspicious Incident	2	3	0	5
Trouble with Subject	3	1	1	5
Disorderly Conduct	1	3	0	4
Assist Fire Department	1	2	0	3
Theft	0	2	1	3
Criminal Damage to Property	1	1	0	2
Domestic Disturbance	1	1	0	2
Fireworks	0	0	2	2
Loitering	0	1	1	2
Neighbor Complaint	0	1	1	2
Reckless Driving	0	0	2	2
Suspicious Person/Vehicle	1	1	0	2
Theft of Services	1	1	0	2
Trespass	1	1	0	2
Accident with Injury	0	1	0	1
Assist Citizen	0	0	1	1
Check On Welfare	0	1	0	1
Damage to Vehicle	0	0	1	1
Deceptive Practices	1	0	0	1
Domestic Battery	0	0	1	1
DUI	0	0	1	1
EDP	1	0	0	1
Fraudulent Activities	1	0	0	1
Harassment	0	1	0	1
Juvenile Problem	0	0	1	1
Landlord/Tenant Dispute	0	1	0	1
Loud Music	1	0	0	1
Other	1	0	0	1
Panhandling	0	1	0	1
Premise Check	1	0	0	1
Retail Theft	0	1	0	1
Sexual Assault	1	0	0	1
Stop Light Malfunction	0	1	0	1
Suspicious Person	0	0	1	1
Suspicious Vehicle	0	0	1	1
Traffic Problem	0	0	1	1
Violation of Order of Protection	0	0	1	1
Warrant Service	0	0	1	1
Total	30	53	34	117



Elgin Crime Analysis

Elgin Mall Calls for Service
(2020–2022 Year to Date)

Elgin Police Department
151 Douglas Ave.
Elgin IL 60120
847-289-2700 (non-emergency)

Call for Service Type	2020	2021	2022	Total
Customer Management Dispute	3	9	4	16
Accident Property Damage	2	7	3	12
Battery	2	3	1	6
Burglar Alarm	2	0	4	6
Suspicious Incident	2	3	0	5
Disorderly Conduct	1	3	0	4
Dispute	0	1	3	4
Dog Complaint	1	2	1	4
Trouble with Subject	2	1	1	4
Assist Fire Department	1	2	0	3
Criminal Damage to Property	1	1	0	2
Domestic Disturbance	1	1	0	2
Fireworks	0	0	2	2
Loitering	0	1	1	2
Neighbor Complaint	0	1	1	2
Reckless Driving	0	0	2	2
Suspicious Person/Vehicle	1	1	0	2
Theft	0	1	1	2
Theft of Services	1	1	0	2
Accident with Injury	0	1	0	1
Assist Citizen	0	0	1	1
Damage to Vehicle	0	0	1	1
Deceptive Practices	1	0	0	1
Domestic Battery	0	0	1	1
DUI	0	0	1	1
EDP	1	0	0	1
Harassment	0	1	0	1
Juvenile Problem	0	0	1	1
Landlord/Tenant Dispute	0	1	0	1
Loud Music	1	0	0	1
Other	1	0	0	1
Panhandling	0	1	0	1
Premise Check	1	0	0	1
Retail Theft	0	1	0	1
Sexual Assault	1	0	0	1
Stop Light Malfunction	0	1	0	1
Suspicious Person	0	0	1	1
Suspicious Vehicle	0	0	1	1
Traffic Problem	0	0	1	1
Trespass	1	0	0	1
Violation of Order of Protection	0	0	1	1
Warrant Service	0	0	1	1
Total	27	44	34	105



Elgin Crime Analysis

Elgin Mall Officer-Initiated Activity (2020–2022)

Elgin Police Department
151 Douglas Ave.
Elgin IL 60120
847-289-2700 (non-emergency)

Call for Service Type	2020	2021	2022	Total
Premise Check	42	20	17	79
Traffic Stop	13	10	9	32
Foot Patrol	3	1	4	8
Suspicious Person/Vehicle	3	3	1	7
Suspicious Vehicle	2	2	3	7
Assist Citizen	2	0	1	3
Follow Up	1	2	0	3
Accident Property Damage	1	0	1	2
Subject Stop	1	1	0	2
Assist Another Agency	1	0	0	1
Check On Welfare	0	1	0	1
Community Engagement	1	0	0	1
Family Problem	0	1	0	1
Fireworks	1	0	0	1
Investigation	0	0	1	1
Loitering	0	1	0	1
Motorist Assist	0	0	1	1
Obstruction	1	0	0	1
Panhandling	1	0	0	1
Parking Violation	1	0	0	1
Recovered Stolen Vehicle	0	1	0	1
Traffic Problem	1	0	0	1
UPC	0	1	0	1
Warrant Service	0	0	1	1
Total	75	44	39	158



Elgin Crime Analysis

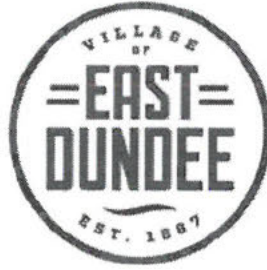
Elgin Mall Officer-Initiated Activity

(2020–2022 Year to Date)

Elgin Police Department
151 Douglas Ave.
Elgin IL 60120
847-289-2700 (non-emergency)

Call for Service Type	2020	2021	2022	Total
Premise Check	40	13	17	70
Traffic Stop	11	7	9	27
Foot Patrol	2	1	4	7
Suspicious Person/Vehicle	3	2	1	6
Suspicious Vehicle	1	1	3	5
Assist Citizen	2	0	1	3
Follow Up	1	2	0	3
Accident Property Damage	1	0	1	2
Subject Stop	1	1	0	2
Assist Another Agency	1	0	0	1
Check On Welfare	0	1	0	1
Community Engagement	1	0	0	1
Family Problem	0	1	0	1
Fireworks	1	0	0	1
Investigation	0	0	1	1
Loitering	0	1	0	1
Motorist Assist	0	0	1	1
Obstruction	1	0	0	1
Panhandling	1	0	0	1
Recovered Stolen Vehicle	0	1	0	1
Traffic Problem	1	0	0	1
UPC	0	1	0	1
Warrant Service	0	0	1	1
Total	68	32	39	139

85-01-2030



P&Z File #

7222-12-02

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

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

PART I. GENERAL INFORMATION

A. Project Information

1. Project/Owner Name: Rosa Leal - Landlord
2. Project Location: 535 Dundee Ave East Dundee, IL
3. Brief Project Description: Open a retail complex with indoor shops and restaurants planned 137 total *see att -
4. Project Property Legal Description: Enclosed shopping mall
*see att. floor plan
5. Project Property Size in Acres and Square Feet: 63,346 SF.
6. Current Zoning Status: B3
7. Current Use Status: Empty
8. Surrounding Land Use Zoning: R5, R2, B2, B3
9. Zoning District Being Requested (if applicable): _____
10. Parcel Index Numbers of Property: _____

B. Owner Information

1. Signature: [Signature]
2. Name: Rosa Leal
3. Address: 2082 Brookwood Dr. South Elgin IL 60177
4. Phone Number: [REDACTED] Email: [REDACTED]

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

1. Name/Company: Elgin Mall Corp.
2. Address: 308 E. McLean Blvd Elgin IL 60123
3. Phone Number: [REDACTED] Email: [REDACTED]

PART III. JUSTIFICATION OF THE PROPOSED SPECIAL USE

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

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

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

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

Due to the type of zoning B3 that involves retail, restaurants, and business services, our business will not diminish property values or harm enjoyment, rather will enhance the area with more options for shopping and the overall appearance.

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

The special use is primarily an indoor retail function. This use will not impede any future development in the surrounding area due to the current B3 zoning.

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

This is an existing building with all utilities in place including access roads and drainage. Furthermore we will ensure we are up to date with local codes and ordinances, and provide all safety measures as needed.

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

The flow of traffic to the property will not affect the flow of traffic to residential streets due to the ingress and egress leading into RT 72 and RT 25.

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

Our business is in line with the village objectives. We aim to create sustainability, economic growth as well as enhancing the reputational outlook and goals, by providing a family friendly atmosphere with unique shopping and dining while maintaining the standards as highlighted in the village's 2019-2024 strategic plan.

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

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

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

3. What is proposed?

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

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

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

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

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

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

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

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

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



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

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

Historic Commission Meetings (as needed)

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

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



Affidavit of Ownership & Control

I (We), 495 Dundee LLC do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(ies) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: [Signature]

Owner: Kostas Cios, as Manager

Address: 200 W Jackson Blvd. S-1050
Chicago IL 60606

Phone: [Redacted]

SUBSCRIBED AND SWORN TO before me this
13th day of December, 2022

[Signature]
(NOTARY SIGNATURE)




(NOTARY STAMP)



Affidavit & Disclosure Agreement

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

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

Signature: 

Print Name: Rosa Leal

Project Address: 535 Dundee Ave East Dundee

The undersigned, having filed or expecting to file, a development petition with the Village of East Dundee, certify that I have received a copy of Village of East Dundee's Code TITLE XV; Chapter 160 and have read and understand the same and agree to make the deposits as provided in said Code Chapter, including the initial deposit of \$ 250⁰⁰.

Check # 2007

Dated 12-14-22

Type of Project: Enclosed shopping mall

Project Name: Elgin Mall

Project Address: 535 Dundee Ave East Dundee IL

PIN(s): _____

Business Owners Name: Rosa Leal

Phone: [REDACTED]

Owners Address: 2082 Brookwood Dr. South Elgin IL

0177

Owners Email: [REDACTED]

Owners Signature: [REDACTED]

Petitioners Name: same

Phone: [REDACTED]

Petitioners Address: _____

Petitioners Email: _____

Petitioners Signature: _____

Received By: L.R.

Date: 12-19-22

Permit PZ 22-12-02 150⁰⁰ Fee
Deposit 85-01-2080 250⁰⁰ Deposit

[illegible]

ELGIN MALL

	CURRENT(ELGIN)		NEW(EAST DUNDEE)
LARGE 24' x 24'	20	LARGE	14
MIDDLE 12'x 24'	109	MIDDLE	104
FRONT 8' x 10'	7	FRONT	13
HAIR SALON	4	HAIR SALON	4
RESTAURANT	2	RESTAURANT	2
	142	Total Stores	137
MEN WC	TOILET SEAT 3 URINAL 4	MEN WC	TOILET SEAT 3 URINAL 2
WOMEN WC	TOILET SEAT 5	WOMEN WC	TOILET SEAT 5

RIVER VALLEY SQUARE

507 - 581 DUNDEE AVE | EAST DUNDEE, ILLINOIS

+/- 63,346 s.f.
FOR LEASE



NWC OF DUNDEE AVE AND HIGGINS RD


ECHO COMMERCIAL
REALTY, LTD.

825 S. Cleveland Avenue
Arlington Heights IL 60005

Direct: 847.431.7384
john@echocr.com

JOHN TOLIOPOULOS
MANAGING BROKER

PROPERTY DETAILS

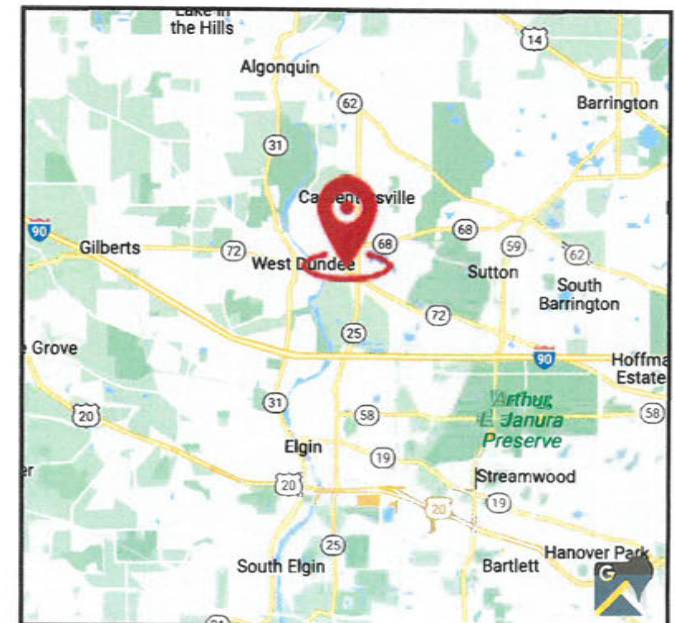


conceptual renderings

DESCRIPTION

Centrally located shopping center with great visibility and signage. Anchor and smaller lease spaces still available in area with high traffic counts and favorable demographics. Located near large entertainment corridor, automotive hub, and large industrial park with good daytime population in vicinity.

Traffic Count 21, 600 Vehicles per day on Dundee Avenue
 16, 000 VPD on Higgins Road





Inline Space for Lease: 900 - 63,346 sf

TENANT LIST

#	Tenant	SQ FT
511	VACANT	4,320
515	VACANT	2,712
519	VACANT	3,269
523	VACANT	1,988
525	Dundee Funeral	4,000
525-A	Dundee Funeral	1,521
535	VACANT	63,346
537	VACANT	1,200
539	Oscar Paredes & VeDivine Salon	1,200
541	Dominos Pizza	1,165
549	VACANT	900
551	VACANT	900
553	VACANT	1,062
565	Dental Gregory Neu	1,800
569	VACANT	2,500
577	Dental Gregory Neu	900
581	VACANT	900

100+ Parking Spaces

INLINE CONSIDERATIONS

Units 511, 515, 519, 523
Fully built out for a medical center

511-515 is one unit @ 7032 Sq Feet

519-523 is one unit @ 5257 Sq Feet

AERIAL & DEMOGRAPHICS



DEMOGRAPHICS	1 MILE	3 MILE	5 MILE
Total Population	3,181	55,397	159,332
Households	1,553	19,041	53,523
Average HH Income	\$98,755	\$91,278	\$100,228
Median Home Value	\$240,743	\$219,488	\$225,528
Daytime Population	****	56,889	128,091

Demographics provided by Loopnet

AREA TRAFFIC COUNTS

Dundee Road	21,600 Vehicles per Day
Higgins Road	21,900 Vehicles per Day
Penny Avenue	11,700 Vehicles per Day
I-90 / Jane Adams	101,000 Vehicles per Day

AREA TENANTS



DUNKIN'



SHOPPING CENTER TENANTS



Elgin Mall Corp.

308 S. McLean Blvd. Elgin, IL

Company Contacts

Jose Manuel
Verastegui

Co-Owner

Jose.m.verastegui@gmail.com

(847) 915-9690

Ezequiel Leal

Co-Owner

Leal_ezequiel@yahoo.com

(847) 927-9594

Rosa Leal

Co-Owner

Lealbest@yahoo.com

(847) 638-9594

Ike Kim

Manager

Elginmallcorp@gmail.com

(224) 227-6912

Who We Are



We are a diversified and multicultural indoor shopping center. A one stop shop approach offering a wide array of national and international products and services.

- ❖ **Currently 87 Established Businesses**
 - State and city registered
 - Independently owned
 - Established for 20 yrs+
 - Loyal clientele

Business varieties



[illegible]

- ❖ Friendly and welcoming atmosphere
- ❖ Attract people: City, State, and Nationwide
- ❖ Unique decor styles specific to store type
- ❖ Well maintained

- ❖ COMBINED ANNUAL SALES est. \$12,500,000
- ❖ High foot traffic (est. 1,000 daily)

- ❖ COMBINED ANNUAL SALES est. \$12,500,000
- ❖ High foot traffic (est. 1,000 daily)

Our Vision



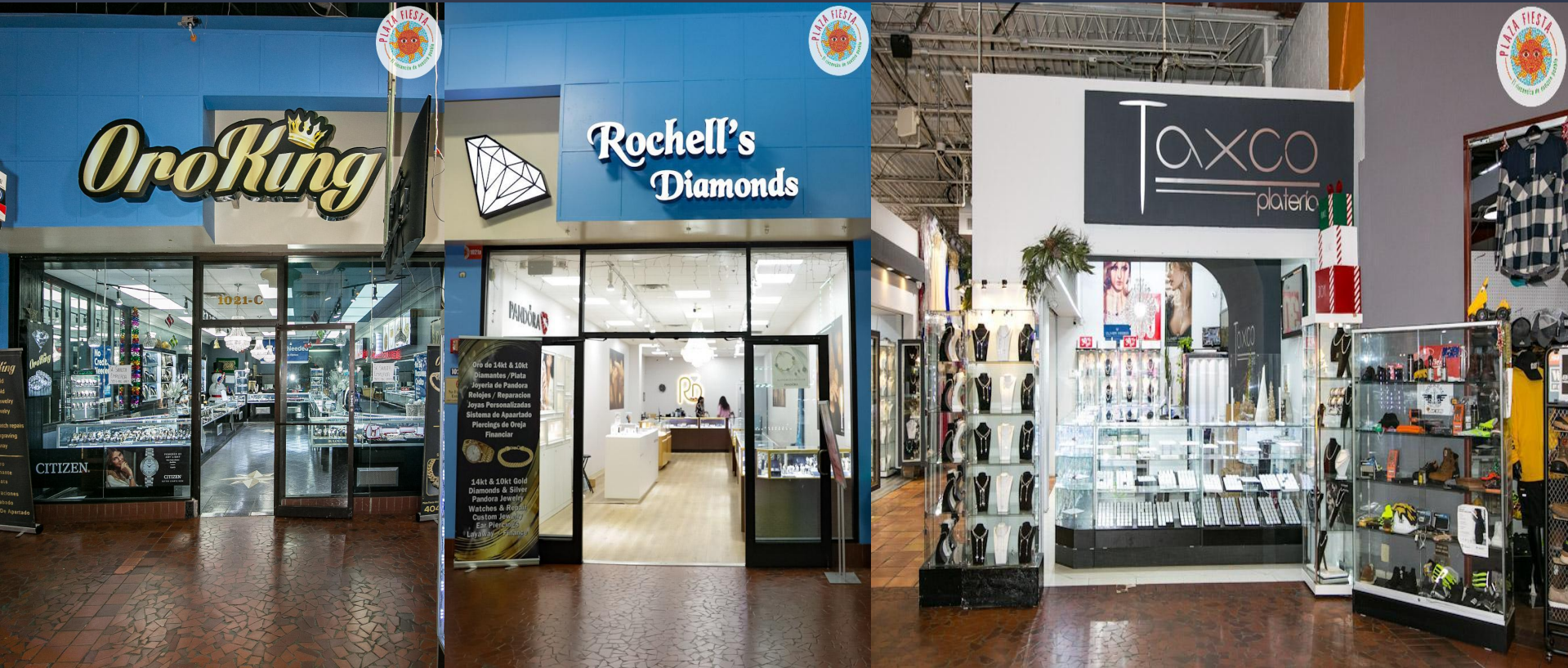
What we are looking to do:

- ❖ Create a successful business
- ❖ Attract more businesses and jobs
- ❖ Generate revenue
- ❖ Offer a different shopping experience
- ❖ Provide good service and quality products

Plaza Fiesta-Georgia



Plaza Fiesta-Georgia



Mission



Form an establishment where we can:

- ❖ Grow
- ❖ Operate
- ❖ Empower
- ❖ Improve
- ❖ Succeed

CONCLUSION



Elgin Mall Corp commitment:

- ❖ Promote
- ❖ Follow guidelines
- ❖ Community involvement

Proposed East Dundee floor plan

Elgin Mall Corp.
Tenant List as of November 6, 2022

Business Name	Description of Business
Artesanias Art	Artesanial Gifts
Yarinar Art	Artesanial Gifts
Distribuidora La Balanza	Artesanial Gifts
JDLA Cosmetics and More	Health and Beauty Products
Leather and Accessories	Belts and Accesories
Covertores Vianney	Blankets
Dulces Clara	Candy Store
Dulceria Providencia	Candy Store
Dulceria Dulce Mundo	Candy Store
Ruru Land	Caps, Jewerly and Perfumes
Compufix	Cellular, Repair centre, and speakers
El Callejero Electronics	Electronics
SA Eyebrow	Eyebrow Services
Wawa Furniture	Furniture
Hogar Furniture and More	Furniture
Lupitas Store	General Merchandize
Young's Merchandise	General Merchandize
Alayza Fragrance	Gift Shop
Novedades Flores	Gift Shop
Nicoles Hair Salon	Hair and Beuty Salon
Barbaroja Shop (previously Known as blankis	Hair and Beuty Salon
U2 Hair Salon	Hair and Beuty Salon
Nico's Hair Salon	Hair and Beuty Salon
Eclipse	Health and Beauty Products
San Miguel	Health and Beauty Products
Catalina Barraza	Health and Beauty Products
Salud y Bienestar Natural	Health and Beauty Products
Perfumeria Ashley	Health and Beauty Products
Mundo Natural	Health and Beauty Products
Eternal	Health and Beauty Products
Aurora Fashion	General Apparel
Pinsan Merchandize	Home and Kitchen Products
Illinois Dekalb Insurance	Insurance
Cobra Online Media	Internet Services
C & M Jewerly	Fine Jewerly
J&A Jewerly	Fine Jewerly
Cosmo Jewerly	Fine Jewerly
La Moda Jewerly	Fine Jewerly
Garcia's Jewerly	Fine Jewerly
Iriz Jewerly Inc.	Fine Jewerly
Denisse Jewerly	Fine Jewerly
Angels Body Jewlery	Fine Jewerly
Rosy's Jewerly Corp.	Fine Jewerly
Royal Prestige	Kitchen Ware
Tu Diva Fashion	Mens Apparel
L & L Gift Shop	Perfume shop
Ben's Wireless and Repair	Phone Repair and Sales
JKA Photography	Photography
Rayma Realty	Realty Services
HRJ Botanica San Simon	Religious Gifts

Botanica La Nina	Religious Gifts
Spiritual Botanica	Religious Gifts
L & R Remotes & Key	Remotes and keys
Juanitas Restaurant	Restaurant
Charles Fast Food	Restaurant
Aisha Corp	Services - Beauty
Amigo Insurance	Services - Insurance
Airbrush Shop	Services Custom Artwork
Marygaby Shoes	Shoes
E&R Sales	Shoes
T del ahorro Inc	Special Occacion Wear
Lee Fashion	Special Occacion Wear
JCK's Boutique	Special Occacion Wear
Fashion by Gladdys	Special Occacion Wear
Ultrasales Store	Special Occacion Wear
Charlie Sport	Sport Apparel
Deportes Calderon	Sport Apparel
ABC Sports	Sporting Merchandize
Pan de Acambaro	Sweets and Candy
Dulceria Lupita	Sweets and Candy
Fess Graphics & sons	Tattoo and Piercing Service
Family Land	Toy, Luggage
Leal Boots	Western Wear
El Gallo De Oro	Western Wear
Joes Boots	Western Wear
Aguilera Western Wear	Western Wear
Elegante Boots & Western Wear	Western Wear
La Moda	Western Wear
Alex Fashion	Western Wear
Heavens Accessories	Womens and hair Accessories, Gold Plated silver
Accesorios Valeria	Womens Apparel
Erica's Corral W.W.	Womens Apparel
Fashion Jewelry	Womens Apparel
Otilia Fashion	Womens Apparel
Yuriza Shoes	Womens Apparel
Las 3B Illinois	Womens Apparel
Rosy's Gift Shop	Womens Apparel
Total Tenants	87

2023 Projected Revenues	\$	12,600,000
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Memorandum

To: Village President and Board of Trustees
From: Brandiss J. Martin, Administrative Services Director
Subject: Mid-Year Financial Update
Date: February 20, 2023



Summary:

At the February 20, 2023 Board of Trustees meeting, a presentation will be made regarding the Village's Mid-Year Financial Report Presentation. The presentation will review May 2022 to December 2023 to provide to most current financial information available before beginning the budget process.

Attachments:

1. Mid-Year Financial Report Presentation

2023 Mid-Year Financial Update

Village of East Dundee
February 20, 2023



2023 Mid-Year: General Fund

- **YTD Revenues through December 2022**
 - \$6,350,133 or 96.92% of budget
- **YTD Expenses through December 2022**
 - \$4,597,210 or 71.08% of budget
- **YTD Revenue to Expenses Variance**
 - \$1,752,922
- **Cash Balance as of December 31, 2022**
 - \$7,293,782 or 89% of budget

General Fund Revenues

- Major revenues trending high
 - Real estate tax = \$684,328 or 99% of budget
 - Sales tax = \$1,359,737 or 90% of budget
 - Home Rule Sales tax = \$1,772,793 or 111% of budget
 - State Income tax = \$344,315 or 99% of budget
 - Automobile tax = \$20,260 or 184% of budget
 - Personal Property Replacement tax = \$38,227 or 212% of budget
 - Amusement tax = \$232,547 or 155% of budget
 - Streaming tax = \$31,006 or 124% of budget

General Fund Revenues

- Major revenues trending high
 - Building Permits = \$223,671 or 298% of budget
 - Rental Inspection = \$24,775 or 126% of budget
 - Impact Fees = \$43,047 or 120% of budget
 - Vehicle Title Transfer Fee = \$70,370 or 95.5% of budget
 - Traffic & Court Fines = \$31,862 or 106% of budget
 - Admin Hearing Fines = \$14,300 or 409% of budget
 - Investment Income = \$172,557 or 1726% of budget

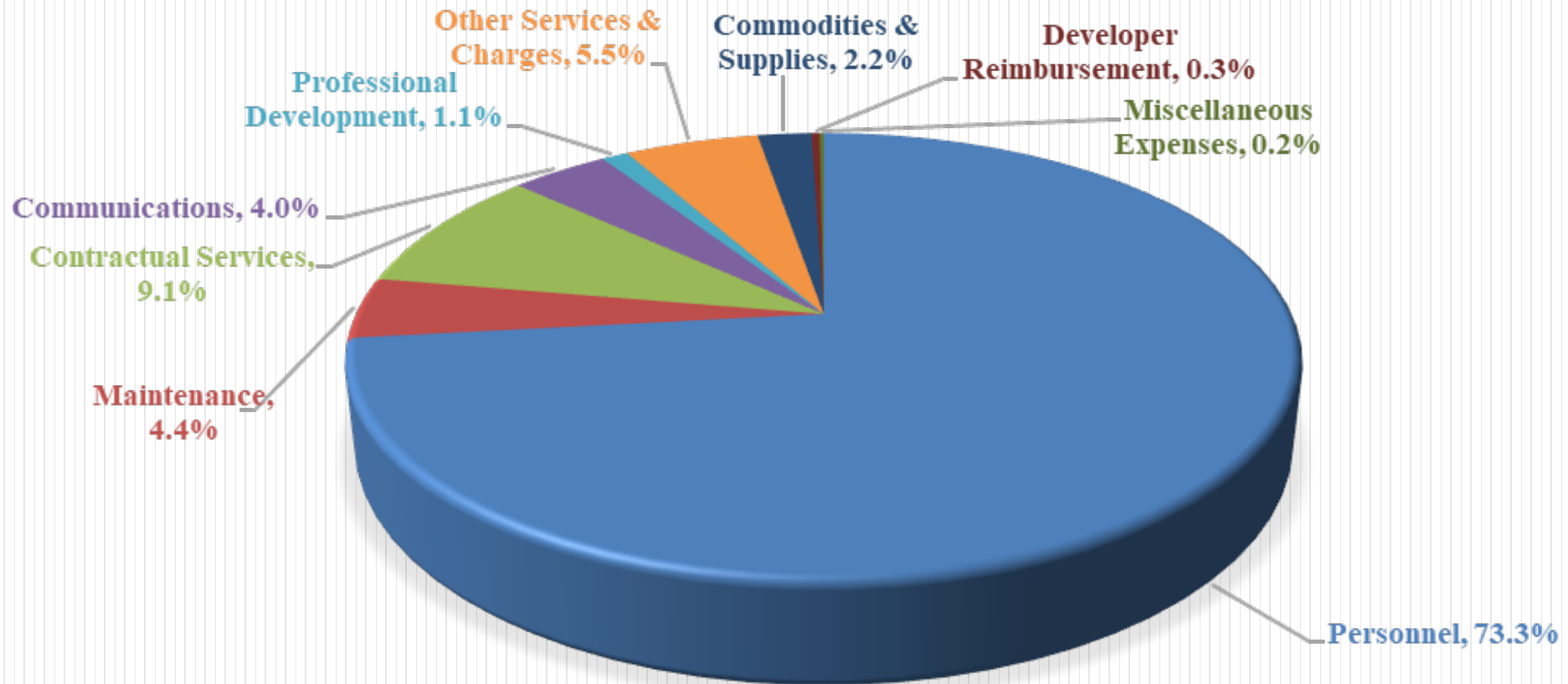
General Fund Revenues

- Major revenues on track
 - Local Use tax = \$80,520 or 74% of budget
 - Franchise Fee = \$83,913 or 84% of budget
 - Business Registration = \$13,430 or 89% of budget
 - DUI Prevention = \$10,319 or 83% of budget
 - Rental Income = \$59,703 or 80% of budget

General Fund Revenues

- Major revenues trending low
 - Utility tax = \$329,140 or 41% of budget
 - Telecommunications tax = \$45,445 or 54% of budget
 - Truck Parking tax = \$71,304 or 29% of budget
 - Liquor License = \$38,813 or 65% of budget
 - Towing and Other Police Fees = \$56,348 or 56% of budget

General Fund Expenses by Category



General Fund Expenses by Department

Department	Actual Expenditures			
	Budgeted Expenditures	(YTD)	Variance	% of Budget
Administration	840,732	472,543	368,189	56.21%
Finance	273,956	158,471	115,485	57.85%
Police	3,802,044	2,978,521	823,523	78.34%
Building	260,449	166,388	94,061	63.88%
Public Works	844,476	552,434	292,042	65.42%
Garbage	306,114	179,418	126,696	58.61%
Community Events	139,715	89,434	50,281	0.00%
TOTAL	6,467,486	4,597,210	1,870,276	71.08%

General Fund Expenses

- Police Part-time & Overtime

	Budget	YTD	Variance	% of Budget
Part-time	75,000	84,393	(9,393)	113%
Overtime	120,000	161,039	(41,039)	134%
	195,000	245,432	(50,432)	126%

- Police overtime trending high due to:
 - Increased presence at Village events
 - Training and hiring of two new full-time officers not fully completed until January 2023

General Fund Analysis

- Strengths:
 - Revenues tied to economic activity (sales tax) are exceeding budget
 - Income taxes trending high compared to budget
 - Building permit, amusement tax, and streaming tax trending higher than projected
- Weaknesses:
 - Certain revenues trending low – utility tax, truck parking tax, telecommunication, and towing
 - Police overtime and part-time costs
- Opportunities:
 - Economic development opportunities
 - Near fully staffed in each department – greater efficiency and effectiveness
- Threats:
 - Potential nationwide economic crisis
 - Inflation

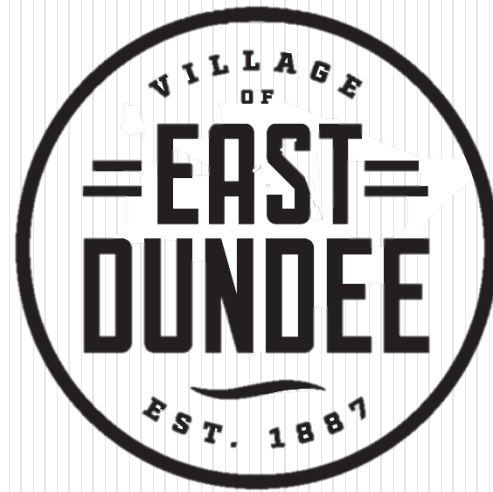
Summary of Other Funds

Fund	Fund Name	Budgeted Revenues	Actual YTD Revenues	Budgeted Expenses	Actual YTD Expenses	YTD Variance
15	Streets	44,500	43,846	44,350	44,350	(504)
28	MFT	119,580	123,289	196,500	70,874	52,415
32	Capital Projects Fund	684,011	396,179	1,844,518	1,513,021	(1,116,842)
33	Dundee Gateway BDD	67,000	73,422	51,150	29,167	44,255
34	DT & Dundee Crossing BDD	265,000	311,345	515,150	145,311	166,034
35	Prairie Lakes TIF	1,290,000	1,458,459	225,903	29,541	1,428,917
36	Christina Drive TIF	325,000	330,334	385,849	286,619	43,716
38	Dundee Crossings TIF	1,521,364	1,590,227	1,252,424	1,278,486	311,741
39	Downtown TIF	350,000	393,145	1,718,227	1,219,521	(826,376)
40	Christina Drive BDD	1,500	7,367	120	-	7,367
42	Route 68 West TIF	7,500	10,310	20,120	2,169	8,141
46	Route 25 TIF	798,669	115,423	791,361	791,361	(675,938)
47	North Cook County TIF	550,000	86,799	211,620	181,610	(94,811)
48	2012A GO Bond Debt Service	580,514	105	521,107	520,756	(520,651)
56	Penny Avenue TIF	9,000	9,914	8,870	10,820	(906)
57	South IL Route 72 TIF	-	237,231	620	1,803	235,428
Total		6,613,638	5,187,395	7,787,889	6,125,411	(938,016)

Water & Sewer Fund

- Revenues = \$2,352,488 or 89% of budget
- Expenses = \$2,433,678 or 74% of budget
- Cash Balances = \$2,433,882
- Major projects or expenditures:
 - Water tower painting
 - Lift station improvements on Hill Street
 - Began design of the Water Street water main project
 - Replaced a number of lead service lines (included 2 residential)
 - Demolished 408 Barrington water pumping station

Questions?



Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Purchase of Ductile Iron Water Main Pipe

Date: February 20, 2023

Action Requested:

Staff recommends Village Board approval of the purchase of 6-inch and 8-inch ductile iron water main pipe from Core & Main (3415 Ohio Avenue, St. Charles, IL 60174) in the amount \$45,469.00 for the new water main loop along Water St.

Funding Source:

Water & Sewer Fund #34-01-5950

Summary:

Included in the FY 2023 Budget is a project to install a new section of water main along Water Street, between Railroad Street and North Street. The new water main, which will provide additional flow to the Flats neighborhood, was programmed for completion during the current fiscal year. However, engineering design and permitting with the Illinois Environmental Protection Agency have caused the project to be bid this winter/spring with construction occurring in the spring/summer.

Staff has been made aware of a possibility of ductile iron pipe shortages for this upcoming construction season due to high demand for the pipe sizes associated with our project. Staff reached out to water main pipe suppliers/vendors who confirmed they are already processing orders for the upcoming construction season and advised the Village to purchase/secure the desired pipe quantities to avoid long lead times and possible delays to the start of the project. Accordingly, staff solicited proposals from two suppliers/vendors (reference table below) of water distribution system materials and recommends purchasing the noted quantities of 6-inch and 8-inch ductile iron water main pipe from Core & Main.

Vendor	6-inch Pipe	8-inch Pipe	Total
	<i>Approx. 80 lineal feet</i>	<i>Approx. 1,100 lineal feet</i>	
Core & Main	\$2,228.00	\$43,241.00	\$45,469.00
Water Products Company	\$2,357.90	\$50,697.15	\$53,055.05

In addition to securing pipe for this project, another advantage of purchasing direct from a vendor is avoiding costs associated with the markup of the pipe by the contractor who would otherwise purchase the pipe for the project. Pricing in the above table includes delivery to a Public Works facility within a week or so after approval for storage until the project commences.

Attachment:

Proposal from Core & Main
Resolution



Bid Proposal for Water Street

CUSTOMER	VILLAGE OF EAST DUNDEE 225 PRAIRIE LAKE RD EAST DUNDEE, IL 60118	Job Water Street East Dundee, IL Bid Date: 02/02/2023 04:00 pm Bid #: 2744745
	Sales Representative Jason Kazimier (M) 224-545-1697 (T) 630-665-1800 Jason.Kazimier@coreandmain.com	Core & Main 3415 Ohio Avenue St. Charles, IL 60174 (T) 630-665-1800
CONTACT		
NOTES		



Bid Proposal for Water Street

VILLAGE OF EAST DUNDEE**Job Location:** East Dundee, IL**Bid Date:** 02/02/2023 04:00 pm**Core & Main** 2744745**Core & Main**

3415 Ohio Avenue

St. Charles, IL 60174

Phone: 630-665-1800**Fax:** 630-665-1887

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	80	6 TJ CL52 DI PIPE	FT	27.85	2,228.00
20	1100	8 TJ CL52 DI PIPE	FT	39.31	43,241.00
40		IN STOCK FOR IMMEDIATE SHIPMENT			
50					
				Tax	0.00
				Total	45,469.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

RESOLUTION NUMBER ____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
APPROVING THE PURCHASE OF DUCTILE IRON PIPE FROM CORE & MAIN IN
THE AMOUNT OF \$45,469.00 FOR THE WATER STREET WATER MAIN PROJECT**

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 maintains and improves its water distribution system; and

WHEREAS, Village Staff recommends the purchase of 80 lineal feet of 6-inch diameter ductile iron pipe and 1,100 lineal feet of 8-inch diameter ductile iron pipe from Core & Main in the amount of \$45,469 for a project involving the installation of new water main along a portion of Water Street; and

WHEREAS, the Village's corporate authorities determine that is in the Village's best interest to purchase said ductile iron pipe in the amount of \$45,469 for the Water Street Water Main Project;

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

SECTION 1: The Village's corporate authorities approve the purchase of 6-inch and 8-inch diameter ductile iron pipe in the amount of \$45,469.00 from Core & Main for the Water Street Water Main Project.

ADOPTED this 20th day of February, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 20th day of February, 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.

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Franco Bottalico, Management Analyst

Subject: Purchase of Real Property in Downtown TIF #4 (2 N. Van Buren, East Dundee) and Real Property Not Contained in a TIF (4 N. Van Buren, East Dundee)

Date: February 20, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing the purchase of 2 N. Van Buren (PIN 03-23-353-012), East Dundee, IL 60118 in the Downtown Tax Increment Financing District for the purchase price of \$165,000, and 4 N. Van Buren (PIN 03-23-353-005), East Dundee, IL 60118 for the purchase price is \$205,000.

Funding Source:

Downtown TIF #4 – Fund 39 - \$165,000 (2 N. Van Buren)
General Fund # - \$205,000 (4 N. Van Buren)

Summary:

The Village has been negotiating the purchase of 2 & 4 N. Van Buren with the property owner, Anjum Shiekh, and his attorney, and both parties have come to agreeable terms to acquire the properties. The first property, 2 N. Van Buren, is in the Downtown TIF and will be acquired using TIF funds. The second property, 4 N. Van Buren, is outside the limits of the Downtown TIF and will be acquired with General Fund dollars.

The Purchase and Sales Agreement is attached, as well as a License Agreement granting the Village usage of the drive aisle of the property located at 411 N. Main Street which is needed to access the rear of the two properties from Route 72. Additionally, the License Agreement authorizes access on a portion of 2 & 4 N. Van Buren to the users of 411 N. Main to accommodate the proper flow of traffic. Should the village wish to purchase 411 N. Main Street in the future, the property owner has agreed to provide the village with a Right of First Refusal.

Attachments:

Cross License Agreement
Ordinance
Plats of Survey

Purchase and Sales Agreement
Right of First Refusal

CROSS LICENSE AGREEMENT

THIS CROSS LICENSE AGREEMENT, dated as of the ____ day of _____, 2023, (“**Agreement**”) by and between the **Village of East Dundee**, an Illinois home rule municipal corporation (the “**Village**”), and **Arif M. Shiekh also known as Arif Shiekh and Anjum N. Shiekh alos known as Anjum Shiekh** (collectively “**Shiekh**”), of 411 E. Main St. East Dundee, Illinois. Collectively the Village and Shiekh are the “**Parties**”.

WITNESSETH

WHEREAS, the Village owns the properties commonly known as 2 N. Van Buren St. and 4 N. Van Buren St., East Dundee, Illinois (collectively the “**Van Buren Property**”) legally described on the plat prepared by Gerald L. Heinz & Associates Inc. dated _____, attached hereto and incorporated herein as Exhibit A (the “**Van Buren Plat**”); and

WHEREAS, Shiekh owns the property commonly known as 411 E. Main St East Dundee Illinois (the “**Main St Property**”) legal described legally described on the plat prepared by Gerald L. Heinz & Associates Inc. dated _____, attached hereto and incorporated herein as Exhibit B (the “**Main St. Plat**”);

WHEREAS, Shiekh desires to use that portion of the Van Buren Property (“**Van Buren Licensed Property**”) depicted as and identified as the “**Van Buren Licensed Property**” on the attached Van Buren Plat for ingress and egress to its Main St. Property; and

WHEREAS, the Village desires to use that portion of the Main St. Property (“**Main St. Licensed Property**”) depicted as and identified as the “**Main St. Licensed Property**” on the attached Main St. Plat for ingress and egress to the Van Buren Property; and

WHEREAS, the Main St. Licensed Property and the Van Buren Licensed Property can be jointly referred to as the “**Licensed Property**” within this Agreement; and

WHEREAS, the Village and Shiekh agree that it is in the best interest of the community for the utilization of the Van Buren Licensed Property and the Main St. Licensed Property as a connected right of way, which will enhance both Shiekh’s private interest and the public safety, health and welfare; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Shiekh hereby agree as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Van Buren License**. The Village hereby grants to Shiekh a non-assignable, non-transferable and non-exclusive license to use the Van Buren Licensed Property pursuant to, and in strict accordance with, the terms of this Agreement.

3. **Main St. License.** Shiekh hereby grants to the Village a non-assignable, non-transferable and non-exclusive license to use the Main St. Licensed Property pursuant to, and in strict accordance with, the terms of this Agreement.

3. **Term and Termination.** This Agreement shall be for a term of [] years commencing as of the date of this Agreement unless sooner terminated. This Agreement shall automatically terminate and expire (a.) on the date that ownership of the Van Buren Property and the Main St. Property is held by the Village, or (b.) when ownership in the Main St. Property transfers to a bona fide third-party purchaser for value, or (c.) thirty days after either Shiekh or the Village receives a written notice of termination of the Agreement from the other. The Village shall not be liable to Shiekh for any loss or damage suffered by Sheikh by reason of any such termination. Shiekh shall not be liable to Village for any loss or damage suffered by Village by reason of any such termination. Section 11 of this Agreement survives such termination.

4. **Annual License Fee.** In consideration of the Village granting this license to Shiekh, Shiekh gave the Village a Right of First Refusal for the purchase of the Main St. Property, and the Parties agree to waive an annual license fee.

5. **Use of the Licensed Property.** The Parties shall use Van Buren Licensed Property and the Main St. Licensed Property for the sole purpose of the ingress and egress of vehicles accessing either property.

6. **Improvement of the Licensed Property.**

A. **Additional Improvements.** No alterations, improvements, or additions (other than those expressly depicted on the Plat) shall be made by the non-owning party to the Licensed Property without the prior written consent of the owning party.

B. **Maintenance.** The owner of each Licensed Property shall maintain the pavement installed within the Licensed Property in good repair and in a safe, clean and sightly condition, subject to compliance with all applicable Village codes, ordinances, resolutions, rules and regulations.

7. **Reservation of Rights.**

A. **Van Buren Licensed Property.** The license herein granted to Shiekh is subordinate and subject to the existing rights of the Village and of the Village and third persons under existing easements or other agreements affecting the Van Buren Licensed Property. The Village expressly reserves the right to use the Van Buren Licensed Property and to grant to others in the future the right to use the same. Neither the Village nor any such other party shall be obligated to protect or restore any alterations, improvements or additions made within the Van Buren Licensed Property should it be necessary or desirable for the Village or any such other party to disturb or remove such alterations, improvements or additions in making use of the Van Buren Licensed Property.

B. **Main St. Licensed Property.** The license herein granted to the Village is subordinate and subject to the existing rights of Shiekh to the Main St. Licensed Property. Shiekh expressly reserves the right to use the Main St. Licensed Property. Shiekh shall not be obligated to protect or restore any alterations, improvements or additions made

within the Main St. Licensed Property should it be necessary or desirable for Shiekh to disturb or remove such alterations, improvements or additions in making use of the Main St. Licensed Property.

9. **No Easement or Prescriptive Rights.** The Parties do hereby acknowledge and agree, that their use of the Licensed Property is pursuant to this revocable license and shall not be deemed to give rise to any form of easement. The Parties do hereby further acknowledge, and agree, that no prescriptive rights have arisen prior to the date of this Agreement nor shall any prescriptive rights be deemed to arise out of this Agreement.

10. **Liens.** The Parties shall keep the Licensed Property free and clear of any and all liens, including, without limitation, those arising out of work performed, materials furnished, or obligations secured by either Party.

11. **Release; Hold Harmless.**

A. The Village agrees to, and does hereby, release, indemnify and save harmless Shiekh and its agents, representatives, attorneys and employees from, and waive all of its rights against Shiekh and its agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of any other claim, injury or loss, no matter how sustained, allegedly caused by, connected with, or in any way attributable to, the rights herein granted or granted to others in the Main St. Licensed Property, the use or misuse of the Main St. Licensed Property, the Village's failure to comply with any of the terms and conditions hereof, or the termination of this Agreement, whether by the natural expiration of its term or otherwise.

B. Shiekh agrees to, and does hereby, release, indemnify and save harmless the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of its rights against the Village and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of any other claim, injury or loss, no matter how sustained, allegedly caused by, connected with, or in any way attributable to, the rights herein granted or granted to others in the Van Buren Licensed Property, the use or misuse of the Van Buren Licensed Property, Shiekh's failure to comply with any of the terms and conditions hereof, or the termination of this Agreement, whether by the natural expiration of its term or otherwise.

12. **Notices.** All notices and other communications in connection with this License Agreement shall be in writing, shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below the Parties' signature (or such other address or addresses as either party hereto may designate in writing), or three business days after the deposit thereof in any main or branch United States post office, and shall be sent certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties.

13. **Successors, Transferees and Release of Transferor.** The Parties acknowledge and agree that this license is for the sole and exclusive benefit of the Parties, and shall not be

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

2721 Andrews Ave Batavia, IL 60510
(Address)

2721 Andrews Ave Batavia, IL 60510
(Address)

The foregoing instrument was acknowledged before me on _____, 2023, by Arif M. Shiekh also known as Arif Shiekh and Anjum N. Shiekh, also known as Anjum Shiekh, which individuals are known to me to be the identical persons who signed the foregoing instrument and that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

My Commission expires: _____

VILLAGE OF EAST DUNDEE

By: _____
Jeffrey Lyman, Village President

120 Barrington Ave
East Dundee, IL 60118
Attn: City Administrator

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged before me on _____, 20__, by Jeffrey Lyman, the Village President of the **VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation, who is known to me to be the person who signed the foregoing instrument and acknowledged that as such Village President he signed and delivered this said instrument pursuant to authority given by said municipal corporation, as a free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A
Van Buren Plat

PLAT OF LICENSE

PROPERTY DESCRIBED AS:

THE SOUTH HALF OF LOTS 6 AND 7 IN BLOCK 6 OF THE ORIGINAL TOWN OF DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

AND ALSO EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS, PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEET ALONG A LINE (IF EXTENDED EASTERLY) WOULD INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49 MINUTES 17 SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING.

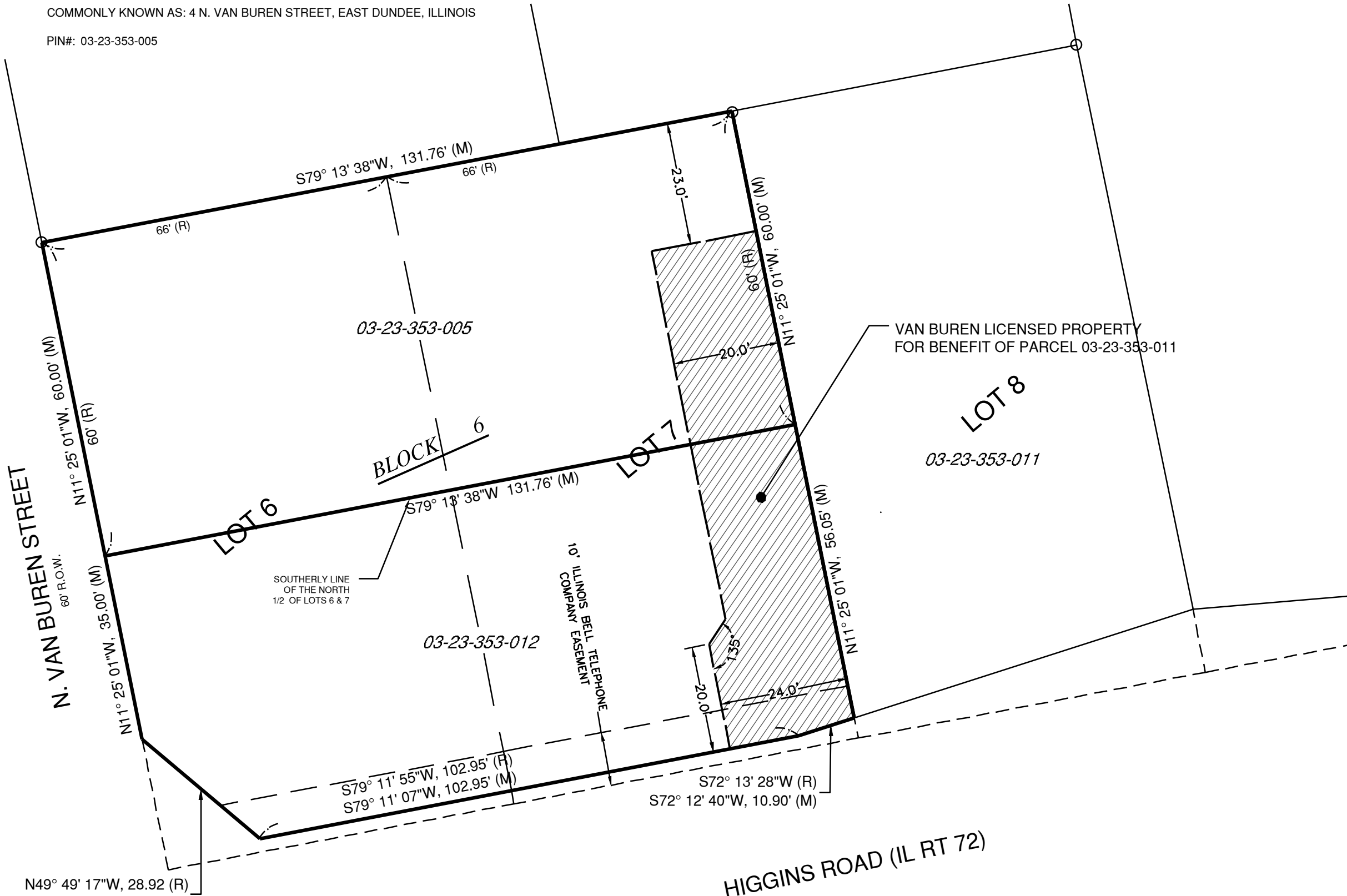
COMMONLY KNOWN AS: 2 N. VAN BUREN STREET, EAST DUNDEE, ILLINOIS

PIN#: 03-23-353-012

THE NORTH HALF OF LOTS 6 AND 7 IN BLOCK 6 OF THE ORIGINAL TOWN OF DUNDEE, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4 N. VAN BUREN STREET, EAST DUNDEE, ILLINOIS

PIN#: 03-23-353-005



CERTIFICATE OF LICENSE APPROVAL

STATE OF ILLINOIS } SS.
COUNTY OF KANE }

THIS PLAT OF LICENSE HAS BEEN APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, ILLINOIS AT A MEETING HELD ON THIS ____ DAY OF _____, A.D., 20____.

VILLAGE PRESIDENT _____

VILLAGE CLERK _____

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS.
COUNTY OF KANE }

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK, ____ M.

COUNTY RECORDER _____

LEGEND

- (R) — INDICATES RECORD DIMENSION
(M) — INDICATES MEASURED DIMENSION
L= — INDICATES LENGTH OF CURVE
R= — INDICATES RADIUS OF CURVE
CH= — CHORD LENGTH
[Hatched Box] — PROPOSED LICENSED AREA

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS.
COUNTY OF KANE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, A.D., 20____.

BY: _____ ATTEST: _____

FOR: _____

STATE OF ILLINOIS } SS.
COUNTY OF KANE }

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED _____, AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, A.D., 20____.

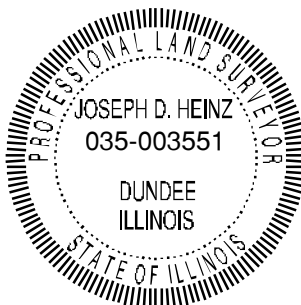
NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS.
COUNTY OF KANE }

I, JOSEPH D. HEINZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FOR THE PURPOSE OF A LICENSE AND THAT IT IS A CORRECT REPRESENTATION OF THE AREA SHOWN THEREON.

EAST DUNDEE, ILLINOIS, DATED THIS ____ DAY OF _____, A.D. 2023.



Illinois Professional Land Surveyor No. 3551
License Expires 11-30-24

Design Firm Registration No. 184-002048

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

LICENSE AGREEMENT
LOTS 6 & 7

VILLAGE OF EAST DUNDEE

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

DATE: 2/08/2023

JOB NO.: S-2206

SCALE: 1" = 20'

SHEET 1 OF 1

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

EXHIBIT B
Main St. Plat

PLAT OF LICENSE

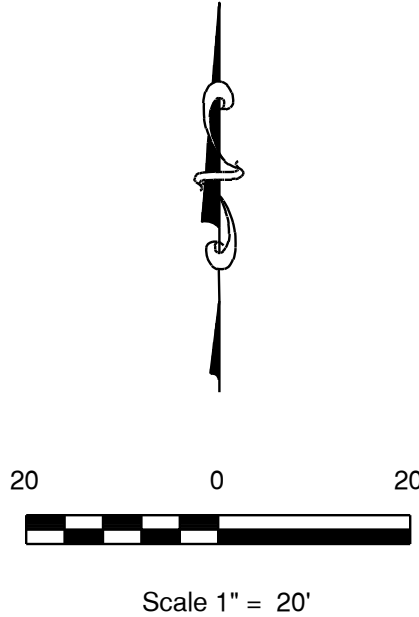
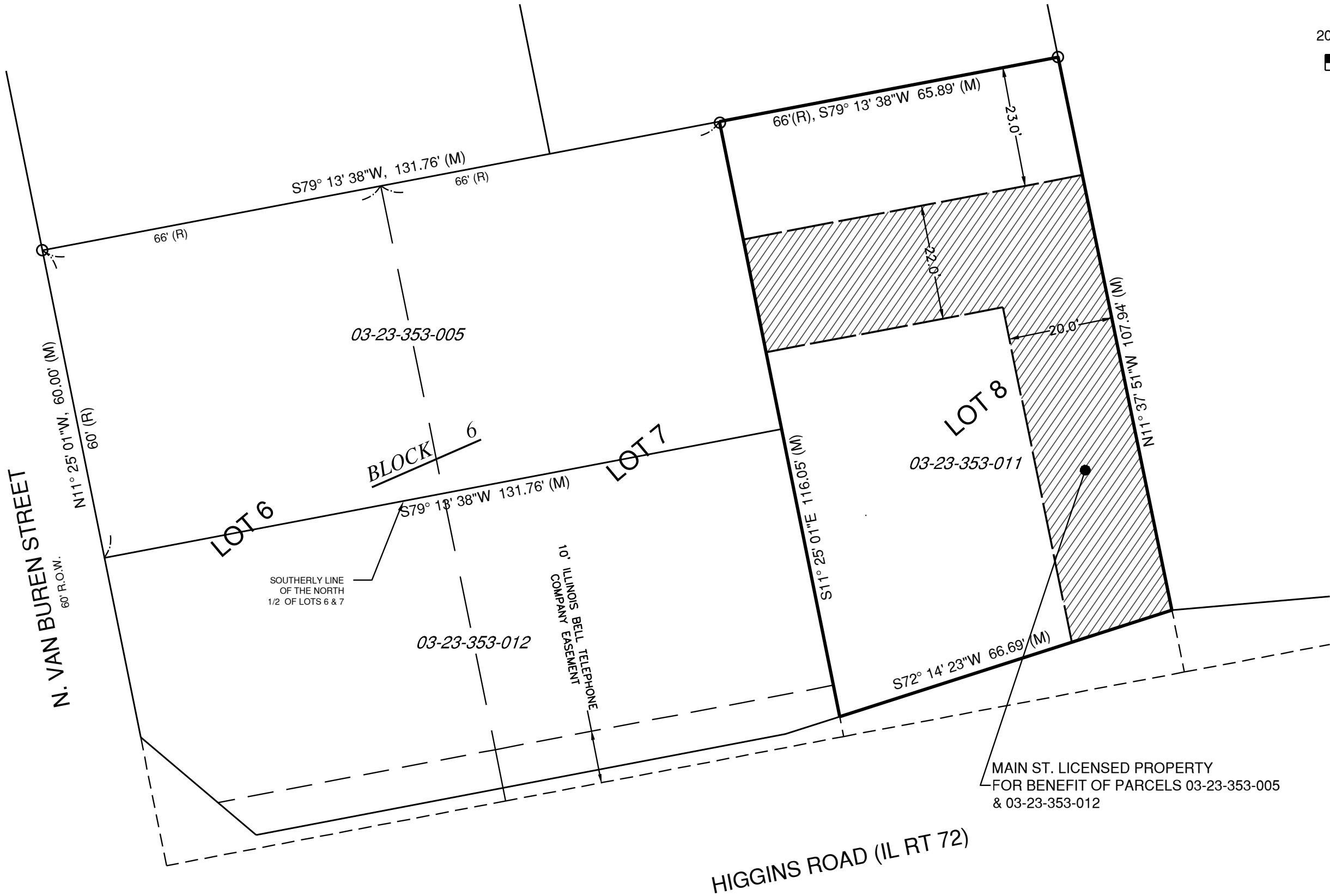
PROPERTY DESCRIBED AS:

LOT 8 IN BLOCK 6 OF THE ORIGINAL TOWN OF DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART LYING IN LOT 8, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

COMMONLY KNOWN AS: 411 E. MAIN STREET, EAST DUNDEE, ILLINOIS

PIN#: 03-23-353-011



OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF KANE } SS.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, A.D., 20____.

BY: _____ ATTEST: _____
FOR: _____

STATE OF ILLINOIS }
COUNTY OF KANE } SS.

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED _____, AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC

CERTIFICATE OF LICENSE APPROVAL

STATE OF ILLINOIS }
COUNTY OF KANE } SS.

THIS PLAT OF LICENSE HAS BEEN APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, ILLINOIS AT A MEETING HELD ON THIS ____ DAY OF _____, A.D., 20____.

VILLAGE PRESIDENT

VILLAGE CLERK

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF KANE } SS.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK, ____ M.

COUNTY RECORDER

LEGEND

- (R) — INDICATES RECORD DIMENSION
- (M) — INDICATES MEASURED DIMENSION
- L= — INDICATES LENGTH OF CURVE
- R= — INDICATES RADIUS OF CURVE
- CH= — CHORD LENGTH
- [Hatched Box] — PROPOSED LICENSED AREA

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF KANE } SS.

I, JOSEPH D. HEINZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FOR THE PURPOSE OF A LICENSE AND THAT IT IS A CORRECT REPRESENTATION OF THE AREA SHOWN THEREON.

EAST DUNDEE, ILLINOIS, DATED THIS ____ DAY OF _____, A.D. 2023.



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

Illinois Professional Land Surveyor No. 3551
License Expires 11-30-24
Design Firm Registration No. 184-002048

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

LICENSE AGREEMENT
LOT 8

VILLAGE OF EAST DUNDEE

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DATE: 2/08/2023
JOB NO.: S-2206
SCALE: 1" = 20'
SHEET 1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A REAL ESTATE SALE
AGREEMENT AND SALE OF REAL PROPERTY
(2-4 N. VAN BUREN ST., EAST DUNDEE, ILLINOIS)**

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

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

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (the "TIF Act").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District (the "TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF district, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. Anjum Shiekh (the "Seller"), is the owner of the real estate and appurtenances attached thereto for the property located at 2 and 4 N. Van Buren St., East Dundee, Illinois (collectively referred to as the "Subject Property"), the parcels being legally described as follows:

THE SOUTH HALF OF LOTS 6 AND 7 (EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEE ALONG A LINE (IF EXTEND EASTERLY) WOULD INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM HE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49

MINUTES 17 SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING),

AND ALSO EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 2 N. Van Buren, East Dundee, Illinois

PIN 03-23-353-012

THE NORTH HALF OF LOTS 6 and 7 IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 4 North Van Buren Street 60118, East Dundee, Illinois

PIN: 03-23-353-005.

Combined:

LOTS 6 AND 7 (EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEE ALONG A LINE (IF EXTEND EASTERLY) WOULD INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM HE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49 MINUTES 17

SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING),

AND ALSO EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 2 and 4 N. Van Buren, East Dundee, Illinois

PIN 03-23-353-012; 03-23-353-005

- F. The Village desires to acquire the Subject Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. It is the desire of the Seller to convey the Subject Property to the Village on the terms set forth in the "Real Sale Agreement," and accompanying Riders, attached hereto as **GROUP EXHIBIT A** and made a part hereof (collectively, the "Agreement").
- H. It is in the best interest of the Village to acquire the Subject Property, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Village President, Village Clerk and Village Manager be and are hereby authorized and directed to purchase the Subject Property pursuant to the terms and conditions set forth in the Agreement, in a form approved and finalized by the Village Attorney, and they are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such purchase.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of February, 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.

Village President

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

ATTEST:

Village Clerk

EXHIBIT A

**AGREEMENT
(REAL ESTATE SALES CONTRACT AND ACCOMPANYING RIDERS)**

(attached)

**REAL ESTATE PURCHASE AND SALES AGREEMENT
(2 NORTH VAN BUREN STREET AND 4 NORTH VAN BUREN STREET, EAST DUNDEE, ILLINOIS)**

THIS REAL ESTATE PURCHASE AND SALES AGREEMENT (2 NORTH VAN BUREN STREET AND 4 NORTH VAN BUREN STREET, EAST DUNDEE, ILLINOIS) ("Agreement") is made as of the Effective Date (as defined in Section 25 below) between Arif M. Shiekh also known as Arif Shiekh and Anjum N. Shiekh also known as Anjum Shiekh (together the "**Seller**") and the **VILLAGE OF EAST DUNDEE, an Illinois municipal corporation ("Buyer")**.

A G R E E M E N T:

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

2. **SALE.** The Seller, whose identity shall be updated to conform the owner of record set forth in the "**Title Commitment**," as defined in Section 8 below, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the fee simple title to the two parcels of land commonly known as 2 North Van Buren Street and 4 North Van Buren Street, East Dundee, Illinois 60118, Permanent Index Number ("PIN") PIN 03-23-353-012 and PIN 03-23-353-005, located in the County of Kane, Illinois (collectively the "**Property**"), which Property is legally described in **Exhibit A** attached hereto and made a part hereof, and which legal description shall conform and shall be updated to conform to the legal description from the "**Survey**," as defined in Section 9 below.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **THREE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$370,000.00) ("Purchase Price")** which is comprised of One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00) for the 2 North Van Buren Street portion of the Property plus Two Hundred Five Thousand and no/100 Dollars (\$205,000.00) for the 4 North Van Buren Street portion of the Property. At the "Closing," as defined in Section 5 below, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein.

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

5. **CLOSING DATE.** The closing ("**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow New York Style ("**Escrow**") on _____, 2023 ("**Closing Date**") remotely through First American Title Insurance Company ("**Title Company**"), or at such other time and place as mutually agreed to by the parties. The parties shall pay the Closing costs, including but not limited to the costs of recording, the title policy and the Escrow as customarily charged except the parties agree Seller will pay all fees for the owner's title policy with extended coverage over general exceptions and the parties shall share equally the fee for the Escrow.

6. **"AS IS/WHERE IS" TRANSACTION; FIXTURES AND PERSONAL PROPERTY.**

A. This Agreement is for the sale and purchase of the Property in its "AS IS/WHERE IS" condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property and matters of survey have been made by Seller other than those known defects, if any, disclosed by Seller, and as set forth in Seller's disclosures to Buyer pursuant to the Illinois Residential Real Property Disclosure Act, 765 ILCS 77/1, *et seq.*, Section 15 below and elsewhere herein. Buyer may conduct an inspection prior to the Closing at Buyer's expense. In that event, Seller shall make the Property available to Buyer's inspector prior to the Closing at reasonable times. Buyer shall indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within fifteen (15) business days after the Effective Date, this Agreement shall be null and void. Failure of Buyer to notify Seller of cancellation or to conduct said inspection shall operate as a waiver of Buyer's right to terminate this Agreement (except as set forth in Sections 7 and 16 below).

B. All of the following fixtures and personal property on the Property marked with an "X" or checkmark are owned by Seller and to Seller's knowledge are in operating condition on the Effective Date, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems on the Property together with the following items of personal property on the Property marked with an "X" or checkmark at no additional cost by Bill of Sale at Closing:

- | | | |
|---|--|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Washer |
| <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Garage Door Opener(s) with all Transmitters |
| <input type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Existing Storms and Screens | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Dryer |
| <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Planted Vegetation |
| <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Smoke Detectors |
| <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Outdoor Play Set(s) |
| <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> All Tacked Down Carpeting |
| <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Carbon Monoxide Detectors |
| <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Log(s) | |

Other Items Included at No Additional Cost: _____

7. **BUYER'S OPTION TO TERMINATE AGREEMENT.** Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines within a fifteen (15) business day period following the Effective Date, that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Property Assessment reveals the existence of any condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any law or regulation including, but not limited to, the presence of any hazardous material (collectively the "**Property Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is a Property Defect, Buyer shall have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related closing documents, if any, null and void. Said termination and revocation shall only be valid if written notice is tendered to Seller within fifteen (15) business days of the Effective Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, shall operate as a waiver of Buyer's right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE.** Within five (5) business days of the Effective Date, Seller shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 ("**Title Commitment**") reflecting that Seller holds title to the Property, together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall have ten (10) business days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter ("**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have ten (10) business days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond _____, 2023 ("**Extended Title Closing Date**"), after Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) business days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Seller shall pay the cost for any later date title commitments, and Seller shall pay for the cost of the later date to the Proforma Title Policy but prior to closing.

9. **SURVEY.** No less than ten (10) business days prior to the Closing, Seller shall obtain and deliver to Buyer, at Seller's sole cost and expense, a Plat of Survey ("**Survey**") that conforms to the Minimum Standards of Practice for boundary surveys, is dated not more than six (6) months prior to the

date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Survey shall be sufficient to allow the Title Company to offer extended coverage over the standard exceptions one (1) through five (5) and shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Survey shall be certified to Buyer and the Title Company. The Survey shall include the following statement, placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."

10. **DEED AND CROSS LICENSE AGREEMENT/ROFR.**

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

B. Seller is the owner of 411 E. Main Street, East Dundee, Illinois 60118 PIN 03-23-353-011 ("411 Property"), which is contiguous with, and east of, the Property. At Closing, Seller and Buyer shall execute and deliver the "Cross License Agreement attached hereto as Exhibit C and made a part hereof, in order to allow for the parties access between the Property and the 411 Property.

C. Seller, as the owner of the 411 Property agrees to give Buyer a Right of First Refusal ("**ROFR**"), in the form attached hereto as Exhibit D and made a part hereof. At Closing, Seller and Buyer shall execute and deliver the ROFR. The ROFR will be recorded by Buyer at the Closing.

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

- A. Seller shall deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and property notarized Affidavit of Title;
 - iii. the original executed and property notarized Non-Foreign Affidavit;
 - iv. the original executed Bill of Sale;
 - v. counterpart originals of the Closing statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA

statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

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

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

C. Seller shall prepare the Closing documents.

D. The parties shall jointly deposit fully executed State of Illinois transfer declarations, Kane County transfer declarations, the original executed and property notarized Cross License Agreement and either a Release from Illinois Department of Revenue (“IDOR”) Bulk Sales Unit and a Release from the Illinois Department of Employment Security (“IDES”) or if either agency issues a Stop Order then the Seller will place the amount indicated in the Stop Order in escrow with the Title Company to be held until such a time as the agency issues its Release of such Stop Order. The Buyer will send Notice to IDOR and IDES and Seller will cooperate with Buyer in filing these notices in a timely manner.

12. **POSSESSION**. Possession of the Property has been with the Seller prior to the Effective Date. Possession of the Property shall be finally and fully delivered to Buyer on the Closing Date.

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

A. **Real Estate Taxes**. General real estate taxes for 2022, 2023 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

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

best available information. Final readings and final billings for utilities shall be taken as of the date of Closing except for a water bill which may be taken up to two (2) days before the Closing Date.

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

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

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

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

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

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

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

F. **Assessments.** To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. **Authority of Signatories; No Breach of Other Agreements; etc.** The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and

duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any agreement or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Agreement. Buyer shall not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, agreement, lease, license, invoice, bill, undertaking or understanding which Buyer shall not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

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

J. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents to the best of Seller's knowledge that the Property has no private easements or agreements that would hinder Seller from its intended use of the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within five (5) years of the Closing. When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. **PROPERTY ASSESSMENT.** Buyer shall have the right to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the

groundwater thereunder), to conduct a site inspection, site assessment, and/or environmental audit, and to perform any investigation or testing it deems necessary and appropriate ("**Property Assessment**") within fifteen (15) business days from the Effective Date. This period shall be known as the "**Contingency Period**," and shall commence one (1) business day after the Effective Date. The Seller shall provide to the Buyer and its employees, agents, representatives and consultants reasonable access to the Property (including the groundwater thereunder). The term "**Property Assessment**" as referred to in this Section shall include, but not be limited to, Phase I and Phase II environmental audits. During the Contingency Period, the Buyer shall not be obligated to take title to the Property if, in addition to the terms of the Agreement, in the Buyer's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Property Assessment), it determines that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a health, safety or environmental hazard, or if the Property Assessment reveals or if at any time prior to Closing the Buyer otherwise becomes aware of the existence of any condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any law or regulation including, but not limited to, the presence of any Hazardous Material, as said term is defined below. Pursuant to this Section, the Buyer shall have the right, in its sole and exclusive judgment, to revoke its acceptance of this Agreement prior to the expiration of the Contingency Period, and to declare this Agreement, null and void. Failure of Buyer to notify Seller of cancellation within the fifteen (15) business day period, or to conduct said inspection, shall operate as a waiver of Buyer's right to terminate this Agreement on the basis of the Property Assessments under this Section 16. Buyer shall indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any Property Assessment.

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

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to Close on the Closing Date.

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

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Agreement; or

iii. proceed to Closing notwithstanding such breach or nonperformance.

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

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be to terminate this Agreement.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five (5) business days from receipt of the notice to cure the default.

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

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

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

To Seller: Arif and Anjun Shiekh
2721 Andrews Ave
Batavia, IL 60510
Email: broadwayclark@hotmail.com

With a copy to: Law Office of Charles E. Nave
237 North McLean Boulevard
Elgin, Illinois 60123
Attn: Charles E. Nave
Email: chuck@elginfamilylawyer.com

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

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

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

21. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a party shall, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

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

23. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Agreement without the prior written consent of Seller. Buyer shall deliver to Seller a copy of the fully executed assignment and assumption by Buyer, as assignor and the assignee. Seller shall not assign or transfer its interest in this Contact with the prior written consent of Buyer, which Buyer may withhold in its sole discretion.

24. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or

provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

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

C. The terms, provisions, warranties and covenants of Section 15 shall survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

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

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

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

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

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

I. If the Seller is a Trust, this Agreement is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at

any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Agreement shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

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

K. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

25. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of Buyer shall sign the Agreement, which date shall be the date stated below the Buyer's signature.

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

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

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Cross License Agreement
<u>Exhibit D</u>	Right of First Refusal

Exhibit E Disclosure Affidavit

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

SELLER:

Arif M. Shiekh and Anjum N. Shiekh

By: _____

Name: **Arif M. Shiekh**

By: _____

Name: **Anjum N. Shiekh**

Date Seller executed: _____, 2023

BUYER:

VILLAGE OF EAST DUNDEE,
an Illinois municipal corporation

By: _____

Name: Jeffrey Lyman

Title: Village President

ATTEST:

By: _____

Name: Katherine Diehl

Title: Village Clerk

Date Buyer executed: _____, 2023

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY (To be confirmed with the Title Company and Surveyor)

THE SOUTH HALF OF LOTS 6 AND 7 (EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEE ALONG A LINE (IF EXTEND EASTERLY) WOULD INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM HE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49 MINUTES 17 SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING),

AND ALSO EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 2 N. Van Buren, East Dundee, Illinois
PIN 03-23-353-012

THE NORTH HALF OF LOTS 6 and 7 IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 4 North Van Buren Street 60118, East Dundee, Illinois
PIN: 03-23-353-005.

Combined:

LOTS 6 AND 7 (EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEE ALONG A LINE (IF EXTEND EASTERLY) WOULD

INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49 MINUTES 17 SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING),

AND ALSO EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

I

N BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

Commonly known as 2 and 4 N. Van Buren, East Dundee, Illinois
PIN 03-23-353-012; 03-23-353-005

Exhibit B

PERMITTED EXCEPTIONS

1. 2022 and 2023 real estate taxes and subsequent years, not due and payable for the Property.
2. Easement in favor of Illinois Bell Company for pole lines, conduits and maintenance purpose granted by document 1394264, recorded on February 7, 1977 and the terms and condition thereof. (Affects the south 10 feet of Lots 6 and 7).

Exhibit C

CROSS LICENSE AGREEMENT

Exhibit D

RIGHT OF FIRST REFUSAL

Exhibit E**ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois)
)ss.
 County of Kane)

DISCLOSURE AFFIDAVIT

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

1. That I am over the age of eighteen and the (choose one)
 - ☐ owner or
 - ☐ authorized trustee or
 - ☐ corporate official or
 - ☐ managing agent or
 - ☐ _____ of the Real Estate (as defined herein).

2. That the Real Estate (as defined herein) being sold to the Buyer is commonly known as a part of _____ and is located in the County of Kane, Village of East Dundee, State of Illinois (herein referred to as the "**Real Estate**"). The Real Estate has an Assessor's Permanent Index Number of _____ (part).

3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Buyer, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

4. As the
 - ☐ owner or
 - ☐ authorized trustee or
 - ☐ corporate official or
 - ☐ managing agent or
 - ☐ _____ of the Real Estate, I declare under oath that (choose one):
 - ☐ The owners or beneficiaries of the trust are: _____
 _____ or
 - ☐ The shareholders with more than 7 1/2% interest are: _____
 _____ or
 - ☐ The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

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

AFFIANT

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2023.

NOTARY PUBLIC

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made this ____ day of _____, 2023, by and between **Arif M. Shiekh** also known as **Arif Shiekh** and **ANJUM N. SHIEKH** also known as **ANJUM SHIEKH** ("Grantor"), and **VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation ("Grantee").

W I T N E S S E T H:

A. Grantor is the owner of certain property commonly known as 411 East Main St., East Dundee, IL ("**Subject Property**") and legally described in Exhibit A attached hereto and made a part hereof. The Subject Property consists of the land described in Exhibit "A" and all improvements that may be located thereon.

B. Grantor and Grantee have agreed that Grantee will receive a right of first refusal to purchase the Subject Property upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee covenant and agree as follows:

1. **Definitions.**

As used in this Agreement, the following terms shall have the meanings set forth below, which meanings shall be applicable equally to the singular and plural of the terms defined:

Encumbrance shall have the meaning set forth in Article 8.

Exercise Notice shall have the meaning set forth in Section 3.1.

Indemnified Party shall have the meaning set forth in Article 10.

Offer shall mean either an Offer to Purchase or an Offer to Sell.

Offer Notice shall have the meaning set forth in Section 2.1

Offer to Purchase shall mean a bona fide and arm's length offer to purchase or otherwise acquire all or any portion of the Subject Property.

Offer to Sell shall mean a bona fide and arm's length offer by Grantor to sell or otherwise transfer all or any portion of the Subject Property.

Response Date shall have the meaning set forth in Section 3.1

Right of First Refusal shall have the meaning set forth in Section 2.2.

ROFR shall have the meaning set forth in Section 2.2.

Subject Property shall mean the Subject Property or portion thereof which is the subject of an Offer.

Term shall have the meaning set forth in Article 7.

2. **Offer Notice; Right of First Refusal.**

2.1. If, at any time during the Term, Grantor intends to make an Offer to Sell, or Grantor receives an Offer to Purchase which Grantor intends to accept, Grantor shall send notice thereof to Grantee (the "**Offer Notice**"). The Offer Notice shall consist of (a) a full and complete copy of the Offer in the form of an agreement of sale (or comparable agreement pursuant to which the Subject Property will be sold) for the Subject Property, setting forth all terms of the proposed purchase and sale, and (b) a statement by Grantor certifying that, in the case of an Offer to Sell, Grantor intends to make an Offer to Sell upon the terms set forth in the Offer, or, in the case of an Offer to Purchase, Grantor intends to accept the Offer to Purchase.

2.2. Grantee shall have the right to purchase the Subject Property on the terms and conditions specified in the Offer ("**Right of First Refusal**" or "**ROFR**"), except that Grantee shall not be required to make settlement until the later of (a) the date set forth in the Offer, or (b) the date which is ninety (90) days after the date that Grantee is deemed to have received the Offer Notice, pursuant to Section 11 below.

3. **Exercise Notice; Effect of Exercise and Non-Exercise.**

3.1. Grantee shall exercise its ROFR, if at all, by giving notice in writing to Grantor ("**Exercise Notice**") within thirty (30) days after Grantee receives the Offer Notice ("**Response Date**").

3.2. If Grantee gives the Exercise Notice on or before the Response Date, Grantor shall be obligated to sell to Grantee and Grantee shall be obligated to purchase the Subject Property upon the terms set forth in the Offer Notice (except as provided in Section 2.2 with respect to the settlement date). Subject to Article 4 of this Agreement, if Grantee fails to give the Exercise Notice on or before the Response Date, Grantee's ROFR shall terminate as to the Subject Property, and Grantor may sell the Subject Property upon the terms set forth in the Offer Notice.

4. **Reinstatement of ROFR.**

4.1. Notwithstanding the provisions of Section 3.2, if Grantee fails to exercise its ROFR, but Grantor does not enter into a final and binding agreement of sale (or comparable agreement pursuant to which the Subject Property will be sold) for the Subject Property within ninety (90) days after the Response Date, or if the terms of such a final and binding agreement of sale or comparable agreement materially vary from that set forth in the Offer, then in either case Grantee's ROFR shall automatically be reinstated as to the Subject Property, and Grantor shall be

required to comply with the provisions of this Agreement again before making any Offer to Sell or accepting any Offer to Purchase.

5. ROFR Payment.

5.1. Grantor and Grantee hereby agree that the grant of the ROFR as set forth herein was a material inducement to Grantee proceeding with the closing of the transaction herein the Grantee purchases the property commonly known as 2 N. Van Buren and 4 N. Van Buren, East Dundee, Illinois (jointly "Van Buren Property") and the Grantee allowing a license to Grantor over a portion of the Van Buren Property. As such, no separate payment or fee is due from Grantee in exchange for the grant of the ROFR herein.

6. Negative Covenants.

During the Term, Grantor shall not:

6.1. sell, assign, transfer, grant, convey or dispose of all or any portion of the Subject Property, without complying with the requirements of this Agreement;

6.2. without limiting the generality of Subsection 6.1, sell, assign, transfer, grant, convey or dispose of all or any portion of the Subject Property, upon terms which vary materially from those set forth in the Offer Notice;

6.3. make or accept any offer to sell, assign, transfer, grant, convey or dispose of all or any portion of the Subject Property, which is not bona fide and arm's length;

6.4. Enter into a new lease for all or any portion of the Subject Property to a third party, without first obtaining the approval of Grantee (not to be unreasonably withheld, conditioned or delayed); or

6.5. without first observing the terms hereof as if the following were an Offer, enter into an installment sale agreement or comparable arrangement pursuant to which an interest in the Subject Property, other than fee simple title, is transferred.

7. Term.

The term of this Agreement shall be twenty (20) years, from the date of this Agreement as first set forth above through and including the day immediately prior to the twentieth (20th) anniversary of the date of this Agreement (the "Term").

8. Grantor's Title Representation.

Grantor represents and warrants that it holds good and marketable fee simple title to the Subject Property, free and clear of any mortgages, judgments, liens and encumbrances ("Encumbrances"). It is the intention of the parties that Grantee's ROFR shall be superior to all Encumbrances. For purposes hereof, "Encumbrances" shall exclude the lien of general real estate

taxes not yet due and payable, and customary easements for utility service as may be in effect as of the date of this Agreement.

9. Remedies.

In the event that Grantor shall sell, assign, transfer, grant, convey or dispose of all or any portion of the Subject Property in a manner which violates this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, Grantee shall have all rights and remedies available at law, in equity and by statute.

10. Brokers.

Grantor and Grantee represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this Agreement and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "compensation") by any person or entity in connection with this Agreement or any purchase and sale which may take place pursuant to this Agreement. If any broker or finder asserts a claim for compensation based upon any actual or alleged contact, dealings or communication with Grantor or Grantee, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for compensation.

11. Notices.

Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) email transmittal (followed by hard copy sent following such transmittal, in accordance with preceding subsections (a) or (b)), and such notices shall be addressed as follows:

If to Grantor:

Arif and Anjum Shiekh
2721 Andrews Ave
Batavia, Illinois 60510
Email: broadwayclark@hotmail.com

With a required copy to:

Charles E. Nave Esq.
Law Office of Charles E. Nave
237 N. McLean Blvd.
Elgin, Il. 60123
(847)289-0015
chuck@elginfamilylawyer.com

If to Grantee:

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

With a required copy to:

Elrod Friedman LLP
Attn: Kelley A. Gandurski
Megan R. Cawley
325 N. LaSalle St Suite 450
Chicago, IL 60654
Kelley.Gandurski@ElrodFriedman.com
Megan.Cawley@ElrodFriedman.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Notice given by email shall be effective upon sending of such email (subject to the requirement that hard copy be sent concurrently in accordance with this Section). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

12. Miscellaneous.

12.1. This Agreement, together with the Exhibits to this Agreement, contains all covenants and agreements made by Grantor and Grantee and constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement. Any correspondence, memoranda or agreements between the parties, including, without limitation, any oral or written statements made by either party, its affiliates, employees or agents, are not binding on or enforceable against any party, and are superseded and replaced in total by this Agreement together with the Exhibits to this Agreement. This Agreement may be amended or modified only by a written instrument signed by Grantor and Grantee.

12.2. Except as set forth below, this Agreement shall run with the land, and shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, successors and assigns. Notwithstanding the foregoing, if the Subject Property is conveyed to a third party, after compliance with the terms of this Agreement (i.e., Grantor does not exercise the ROFR with respect to the Subject Property), this Agreement shall cease as to the Subject Property and shall not be binding upon the transferee thereof.

12.3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12.4. The transmission of a signed counterpart of this Agreement by facsimile or by portable document file ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes. If either party delivers a signed counterpart of this Agreement by transmission of a facsimile or PDF, it shall also send promptly thereafter by overnight courier or personal delivery a signed original counterpart of this Agreement to the other party, but failure to do so shall not render this Agreement void or voidable by either party.

12.5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.6. For the purposes of any suit, action or proceeding involving this Agreement, Grantor and Grantee hereby expressly submit to the jurisdiction of the state courts for Kane County, Illinois, and the federal courts for the Northern District of Illinois, as well as all courts from which an appeal may be taken from the aforesaid courts, and agree that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Grantor and Grantee agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any party. In furtherance of such agreement, Grantor and Grantee agree upon the request of the other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any of the state courts for Kane County, Illinois, and the federal courts for the Northern District of Illinois, as well as all courts from which an appeal may be taken from the aforesaid courts, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

12.7. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE SUBJECT PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

12.8. The section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained in this Agreement. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

12.9. This Agreement shall be recorded in the land records of Kane County, Illinois.

12.10. In the event that the date for performance of any duty or obligation, exercise of any right or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding business day.

12.11. The provisions of this Agreement are not intended to benefit any third party.

12.12. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

12.13. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract. The parties shall be legally bound pursuant to the terms of this Agreement only if and when Grantor and Grantee have fully executed and delivered to each other a counterpart of this Agreement.

[END OF TEXT; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:

ANJUM N. SHIEKH also known as ANJUM SHIEKH

ARIF M. SHIEKH also known as ARIF SHIEKH

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Arif M. Shiekh also known as Arif Shiekh and Anjum N. Shiekh also known as Anjum Shiekh, is personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as thier free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2023.

Notary Public

GRANTEE:

VILLAGE OF EAST DUNDEE

By: _____

Name: Jeffrey Lyman

Title: Village President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS.

I, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Lyman, the Village President of Village of East Dundee, an Illinois municipal corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Jeffrey Lyman, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2023.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

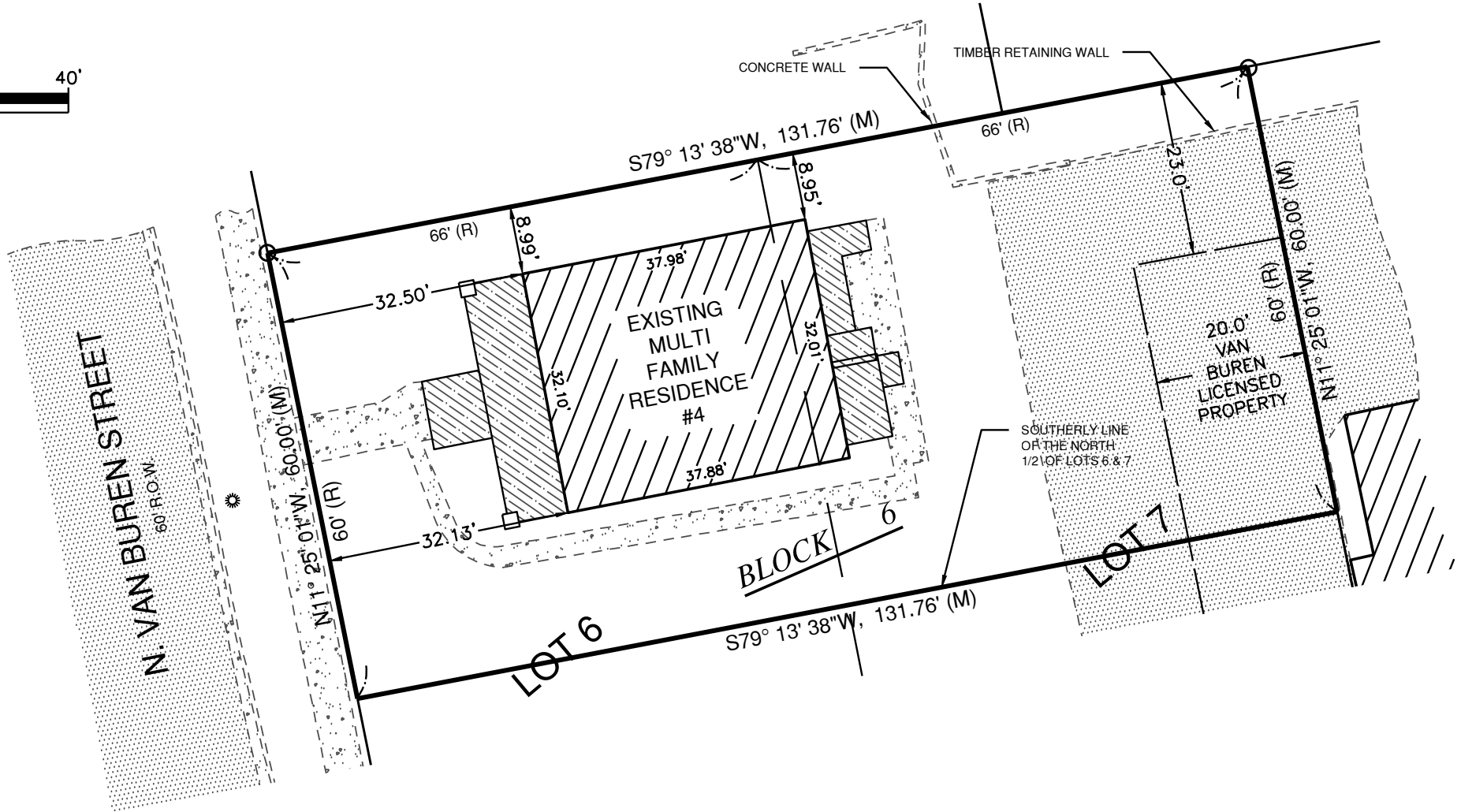
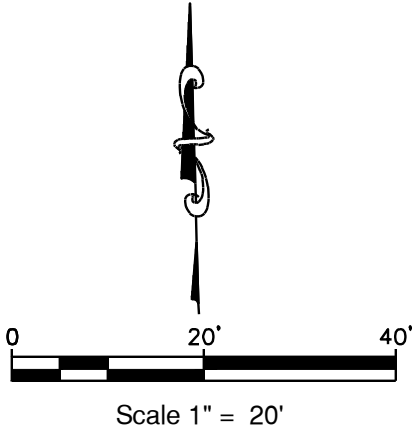
LOT 8 (EXCEPT THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION ACCORDING TO DOCUMENT NO. 95K016151 RECORDED MARCH 27, 1995) IN BLOCK 6 OF EAST DUNDEE, BEING A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1843, IN KANE COUNTY, ILLINOIS.

PIN: 03-23-353-011

Commonly Known As: 411 E. Main Street, East Dundee, IL

PLAT OF SURVEY

PROPERTY DESCRIBED AS:
THE NORTH HALF OF LOTS 6 AND 7 IN BLOCK 6 OF THE ORIGINAL TOWN OF DUNDEE, KANE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 4 N. VAN BUREN STREET, EAST DUNDEE, ILLINOIS
PIN#: 03-23-353-005



LEGEND

- — INDICATES IRON PIPE FOUND
- — INDICATES IRON PIPE SET
- (R) — INDICATES RECORD MEASUREMENT
- (M) — INDICATES MEASURED
- B.S.L. — BUILDING SETBACK LINE
- P.U.&D.E. — PUBLIC UTILITY & DRAINAGE EASEMENT
- [Pattern] — EX. CONCRETE
- [Pattern] — EX. BITUMINOUS PAVEMENT
- [Pattern] — EX. WOOD DECK
- [Symbol] — EX. WOOD FENCE
- [Symbol] — EX. CHAIN LINK FENCE

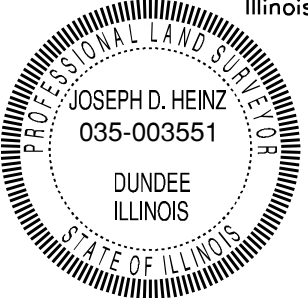
STATE OF ILLINOIS }
COUNTY OF KANE } SS

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

Dated at East Dundee, Illinois
this 15TH day of FEBRUARY, 20 23 A.D.

Illinois Professional Land Surveyor No. 3551
License Expires 11-30-24

Design Firm Registration No. 184-002048



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

FIELD WORK COMPLETED ON: 9-29-2022

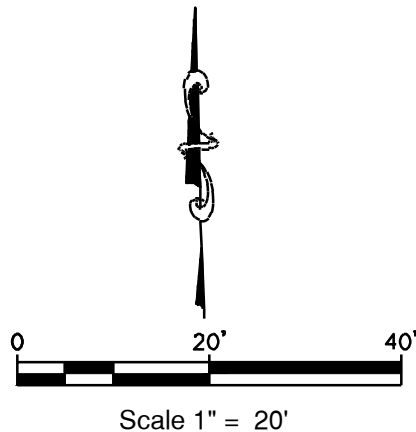
GERALD L. HEINZ & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
206 NORTH RIVER STREET
EAST DUNDEE, ILLINOIS 60118

4 N. VAN BUREN STREET
EAST DUNDEE, IL

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DATE: 10-04-2022
JOB NO.: S-2206
SCALE: 1" = 20'
SHEET 1 OF 1

PLAT OF SURVEY



PROPERTY DESCRIBED AS:

THE SOUTH HALF OF LOTS 6 AND 7 IN BLOCK 6 OF THE ORIGINAL TOWN OF DUNDEE, KANE COUNTY, ILLINOIS,

EXCEPT THAT PART LYING IN LOT 7, TAKEN BY THE STATE OF ILLINOIS PER DOCUMENT 1358435 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 7, A DISTANCE OF 34 FEET TO POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 8, BEING 12 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 8, AS MEASURED ALONG SAID EASTERLY LINE OF LOT 8.

AND ALSO EXCEPT THAT PART THEREOF DEEDED TO THE STATE OF ILLINOIS, PER DOCUMENT 95K016151 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 79 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 6 AND 7 A DISTANCE OF 100.00 FEET TO A POINT 34.0 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 72 DEGREES 13 MINUTES 28 SECONDS EAST 21.05 FEET ALONG A LINE (IF EXTENDED EASTERLY) WOULD INTERSECT THE EAST LINE OF SAID LOT 8 AT A DISTANCE OF 12.0 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 79 DEGREES 11 MINUTES 55 SECONDS WEST 102.95 FEET; THENCE NORTH 49 DEGREES 49 MINUTES 17 SECONDS WEST 28.92 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTH 11 DEGREES 24 MINUTES 13 SECONDS EAST ALONG SAID WESTERLY LINE 25.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 2 N. VAN BUREN STREET, EAST DUNDEE, ILLINOIS

PIN#: 03-23-353-012

LEGEND

- — INDICATES IRON PIPE FOUND
- — INDICATES IRON PIPE SET
- (R) — INDICATES RECORD MEASUREMENT
- (M) — INDICATES MEASURED

- EX. CONCRETE
- EX. BITUMINOUS PAVEMENT
- EX. WOOD DECK

- EX. CHAIN LINK FENCE

VAN BUREN LICENSED PROPERTY
FOR BENEFIT OF PARCEL 03-23-353-011

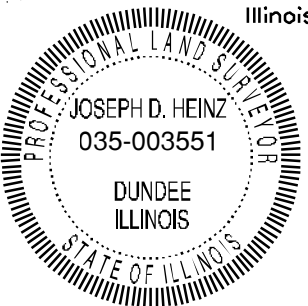
STATE OF ILLINOIS } SS
COUNTY OF KANE }

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

Dated at East Dundee, Illinois
this 15TH day of FEBRUARY, 20 23 A.D.

Illinois Professional Land Surveyor No. 3551
License Expires 11-30-24

Design Firm Registration No. 184-002048



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

FIELD WORK COMPLETED ON: 9-29-2022

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

2 N. VAN BUREN
EAST DUNDEE, IL

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DATE: 10-04-2022
JOB NO.: S-2206
SCALE: 1" = 20'
SHEET 1 OF 1