

PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting Monday, April 4, 2022 6:00 PM

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

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment on Agenda Items Only Please keep comments to 5 minutes or less
- 5. Consent Agenda
- 6. Other Agenda Items
 - a. Motion to Advise and Consent to the Village President's Appointments to the Arts Council
 - b. Motion to Approve an Ordinance Amending Section 150.01 of the Village of East Dundee Village Code Regarding the Planning and Zoning Commission
 - c. Motion to Advise and Consent to the Village President's Appointments to the Planning & Zoning Commission
 - d. Motion to Advise and Consent to the Village President's Appointment of Cameron Brunner to the Planning & Zoning Commission
 - e. <u>Motion to Approve an Ordinance Amending the Number of Class E-1 Liquor</u> Licenses (La Hacienda Mexican Restaurant)
 - f. Village Vehicle Leasing Program Discussion
 - g. Downtown Parking Discussion
 - h. Motion to Authorize the Village Administrator to Execute a Contract with Contract with CSR Roofing Contractors (6720 West Roosevelt Rd, Oak Park, Illinois 60304) in the Amount of \$34,575 to Repair and Replace the Flat Roof Portion of the Village Hall
- 7. Financial Reports
 - a. Warrants List \$101,328.10

- 8. Village President and Board Reports
- 9. Staff Reports
- 10. Public Comment on Non-Agenda Items
 Please keep comments to 5 minutes or less and relevant to Village Business
- 11. Executive Session

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

12. Adjournment

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Appointments to the Arts Council

Date: April 4, 2022



Action Requested:

Advice and Consent to Appointments by the Village President to the Arts Council.

Summary:

Village President Lynam submits for advice and consent the following appointments to the Arts Council:

Name	Term Expiration
Trustee Tricia Saviano	4/30/25
Trustee Andy Sauder	4/30/23
Gregory Chapman	4/30/26
Marykay Harvey	4/30/26
Deborah Chabi	4/30/25
Iliyan Petkov	4/30/25
Jacqui Merhaut	4/30/24

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Reducing the Number of Planning and Zoning

Commissioners from 9 to 7 and Setting a 6pm Start Time for Meetings

Date: February 7, 2022

Action Requested:

Approval of an Ordinance amending Section 150.01 of the of the Village of East Dundee Village Code to reduce the number of commissioners on the Planning and Zoning Commission from 9 to 7 and setting the meeting time of the commission to 6pm.

Summary:

The Village code currently requires 9 residents to serve on the Planning and Zoning Commission which meets monthly. In the past it has been difficult to maintain a quorum of commissioners to conduct business as required under the Open Meetings Act. Amending the code to allow 7 residents to serve will make it easier to achieve a quorum of commissioners and allow for business to continue to be conducted.

Additionally, the meeting time of 7pm is recommended to be changed to 6pm from 7pm.

Attachments:

Ordinance Amending Section 150.01 of the Village of East Dundee Village Code

ORDINANCE NUMBER 22 - ___

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING SECTION 150.01 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING THE PLANNING AND ZONING COMMISSION

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 President and Board of Trustees of the Village find that amending Section 150.01 of the Village of East Dundee Village Code ("Village Code") as set forth below regarding Village's Planning and Zoning Commission ("Commission"), to reduce the number of members on the Commission from nine (9) to seven (7), and to change the start time for Commission meetings to 6:00 p.m., best serves 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: **Amendments.** That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

Amendment One:

Section 150.01 of the Village Code, entitled "Organization," is amended as follows:

- "(A) Creation. A Planning and Zoning Commission is hereby created for the village to carry out the duties of a plan commission and Zoning Board of Appeal and those duties assigned by village ordinances to the Historic Commission. When used in this chapter, "Commission" shall be construed to mean the Planning and Zoning Commission and "Commissioners" shall be construed to mean the members of the Commission.
- (B) Membership. The Commission shall consist of a chairman and six eight members to be appointed by the President with the advice and consent of the Village Board. The Chairman shall be appointed annually from the members of the Commission

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by the President with the advice and consent of the Board of Trustees. Annually, the Commissioners shall elect one of its own to serve as Vice Chairman, who shall serve in the absence of the Chairman.

- (C) Term of office. The first appointees shall serve for the following terms, or until their respective successors, in similar manner, have been appointed and qualified: two three for two years; two for three years; and three four for four years. Successors to each member so appointed shall serve four year terms, except that vacancies shall be filled for the unexpired term of the membership vacated. The term of each Commissioner shall expire April 30 of the year of the expiration of its respective term of office. Thereafter, the appointments shall be made at the annual meeting of the Village Board.
- (D) *Vacancy*. Any vacancy on the Commission shall be filled in the same manner as the original appointment.
- (E) Removal. The President, with the approval of the Village Board, may remove any member of the Commission for cause.
- (F) Compensation. Commissioners shall receive compensation at the rate as set forth by the Village Board from time to time.
- (G) <u>Foregoing compensation.</u> Notwithstanding any provision to the contrary, any member of the Planning & Zoning Commission may elect to forego any, or all, of the compensation to which they are otherwise entitled for any part of their term by notifying the Village Treasurer, in writing, of such an election and the amount the Commissioner wishes to forego, the length of time the Commissioner wishes to forego such compensation, and the effective date of the election. Nothing in this section shall be construed to prohibit any Commissioner from rescinding the election to forego compensation, upon written notice to the Village Treasurer of their desire to rescind the election to forego compensation."

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Amendment Two:

Section 157.207(B)(1)(b) of the Village Code is amended as follows:

"A concurring vote of a majority of those members present at the meeting with a minimum of <u>three</u> four concurring votes shall be required to recommend granting or denying an application for a variation."

Amendment Three:

Section 157.223(E)(1)(b) of the Village Code is amended as follows:

"A concurring vote of a majority of those members present at the meeting with a minimum of <u>three</u> four concurring votes shall be required to recommend granting or denying an application for an amendment."

<u>SECTION 3</u>: Commission Meeting Time. That Section 2 of Resolution 18-21, entitled "A Resolution Establishing the Regular Meeting Dates and Committee of the Whole Meeting Dates for the Board of Trustees and Establishing the Planning and Zoning and Historic Commission Meeting Dates for the Village of East Dundee for the Calendar Year 2022," adopted December 6, 2021, is hereby amended to read as follows, with additions underlined and deletions struck through:

All regular meetings of the Village of East Dundee Board of Trustees and Committee of the Whole will be scheduled to start at 6:00 p.m. and all Planning and Zoning and Historic Commission Meetings will be scheduled to start at 6:00 7:00 p.m.

- **SECTION 4: Continuation.** That all provisions of the Village Code, and Resolution 18-21, not amended herein shall remain in full force and effect.
- <u>SECTION 5</u>: 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 with this Ordinance shall be and the same are hereby repealed.
- **SECTION 7**: **Effect.** That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

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ADOPTED this 7th day of February, 2022 pursuant to a roll call vote as follows:
AYES:
NAYES:
ABSENT:
APPROVED by me this 7th day of February, 2022.
Jeffrey Lynam, Village President
ATTEST:
Katherine Diehl, Village Clerk
Published in pamphlet form this 10th day of February, 2022, under the authority of the Village President and Board of Trustees.
Recorded in the Village records on February, 2022.

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To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Appointments to the Planning and Zoning Commission

Date: April 4, 2022



Action Requested:

Advice and Consent to Appointments by the Village President to the Planning and Zoning Commission

Summary:

Village President Lynam submits for advice and consent the following chairperson and regular appointments to the Planning and Zoning Commission:

Name	Term Expiration
Charles Myers	4/30/26
Steve Steneck	4/30/26
Lilian Brahar	4/30/26
Cameron Brunner	4/30/25
Corneila Krueger	4/30/25
Frank Scarpelli (Chairperson)	4/30/24
Maureen Feck	4/30/24

To: Village President and Board of Trustees

Liquor Commissioner

From: Erika Storlie, Village Administrator

Katherine Diehl, Village Clerk

Subject: Request for Additional Class E-1 Liquor License for La Hacienda Mexican

Restaurant

Date: April 4, 2022

Action Requested:

Discussion and Approval of an Ordinance Amending the Number of Class E-1 Liquor Licenses (La Hacienda Mexican Restaurant)

Funding Source:

Account 01-09-4110 - Liquor License

Summary:

There are currently three (3) Class E-1 (Restaurant with Service Bar Only) liquor licenses issued. If a license of any liquor license class is revoked, expires without renewal, surrendered by the licensee or is otherwise terminated, the total number of licenses available in that class shall be automatically reduced by that license unless thereafter the number of licenses is increased by the Village Board.

Bello's Restaurant of East Dundee (also known as Faro's), located at 411 E. Main St., East Dundee, 60118, has notified the Village that it will be terminating the Class E-1 liquor license issued for its business as it intends to cease operations. The Village has received a request for a Class E-1 liquor license from La Hacienda Mexican Restaurant Inc. d/b/a/ La Hacienda Mexican Restaurant to be located at 411 E. Main St., East Dundee, IL 60118 upon the termination of the liquor license issued for Bello's Restaurant of East Dundee. The Village desires to increase the number of Class E-1 liquor licenses at the request of La Hacienda Mexican Restaurant Inc. d/b/a/ La Hacienda Mexican Restaurant.

Attachments:

Ordinance Amending the Number of Class E-1 Liquor Licenses (La Hacienda Mexican Restaurant)



AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE NUMBER OF CLASS E-1 LIQUOR LICENSES

(La Hacienda Mexican Restaurant)

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

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

WHEREAS, there are currently three (3) Class E-1 liquor licenses; and

WHEREAS, Section 116.05 provides that if a license of any liquor license class is revoked, expires without renewal, surrendered by the licensee or is otherwise terminated pursuant to this chapter, the total number of licenses available in that class shall be automatically reduced by that license unless thereafter the number of licenses or permits is increased by the Village Board;

WHEREAS, Bello's Restaurant of East Dundee located at 411 E. Main Street, East Dundee, 60118 has notified the Village that it will be terminating the Class E-1 liquor license issued for its business as it intends to cease operations; and

WHEREAS, the Village has received a request for a Class E-1 liquor license from La Hacienda Mexican Restaurant, Inc. d/b/a/ La Hacienda Mexican Restaurant to be located at 411 E. Main Street, East Dundee, IL 60118 upon the termination of the liquor license issued for Bello's Restaurant of East Dundee; and

WHEREAS, the Village desires to increase the number of Class E-1 liquor licenses at the request of La Hacienda Mexican Restaurant Inc. d/b/a/ La Hacienda Mexican Restaurant.

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

Section 1: That, upon the termination of the Class E-1 Liquor License by Bello's Restaurant of East Dundee which shall automatically reduce the number of Class E-1 Liquor Licenses by one, Section 116.05(B) of the Code of the Village of East Dundee, as amended, shall be hereby amended by changing to the list of authorized licenses for Class E-1 as follows:

"E-1

3"

Section 2: This Ordinance shall be in full force and effect upon its passage and approval according to law.

ADOPTED this day of, 2022 pursuant to a roll call vote as follows:
AYES:
NAYS:
ABSENT:
APPROVED this day of, 2022.
Village President
Attest:
Village Clerk

To: Village President and Board of Trustees

Erika Storlie, Village Administrator

From: James R Kruger, Chief of Police

Subject: Village Vehicle Leasing Program

Date: April 4, 2022



Requested Action

Staff requests the Village Board review and provide direction on leasing options for a portion of the Village's fleet vehicles

Summary

As part of the 2022-23 budget discussion the concept of leasing rather than purchasing the Village's fleet was introduced. Currently, the Police Department has ten vehicles in its fleet. Four are relatively new, purchased in 2021 and two are slated for replacement in the 2022-23 budget. The remaining four are overdue for replacement and are beginning to experience increased maintenance costs. It appears that the replacement program had been deferred in previous years causing many of these vehicles to be past the point their relative cost of ownership exceeding their value.

Generally, many communities employ the use of an equipment replacement fund in order to schedule replacements at approximately the time the fund has received programmed annual payments to provide for their purchase. While we do not have an equipment replacement fund in place, the replacement of vehicles has come directly out of the General Fund, making purchases less predictable and subject to available funding. This causes the General Fund to experience extreme highs and lows in capital expenditures and makes the planning process for a cost smoothing five-year capital plan difficult.

Over the past several years, the process of leasing municipal vehicles rather than purchasing has become more advantageous for communities. There is a predictable rotation schedule and costs are fixed over multiple years, making budgeting easier and the requirement to have a built-up equipment replacement fund less necessary for rolling stock. Many communities have even transferred monies back to the General Fund since having a large amount of money set aside is not as critical.

Staff has reached out to Enterprise Municipal Fleet Leasing to explore the program they have to offer. There are several factors that make leasing a win-win for both the Village and the company. The first is the buying power the Village has. Most vehicles are purchased via joint purchasing cooperatives that allow us to buy a vehicle significantly less than list price and be free of sales tax. Purchasing cooperative rules only require these vehicles be kept in service over a six-month period to qualify. Enterprise has the network to turn these vehicles quickly, especially in this robust used car market, after refurbishing the vehicle for resale. This gives the Village the opportunity to significantly lower their cost of ownership to include the cost of maintenance other than regular preventative maintenance for police service vehicles. The vehicle is then rotated out while it still holds a significant amount of value, further reducing our cost of ownership over its lifetime.

Enterprise benefits in three ways. They make a little money on the front end, it's called hold back and comes straight from the manufacturer not a markup or added to our costs; In the middle, they have a management fee on the interest spread that is built into the payment, and on the backend, they have a \$400 service charge that accounts for their fee to sell the vehicle. We do have the option to keep the vehicle and pay the same payment for an additional year to own the vehicle outright.

Enterprise has given two scenarios for the Police Department. The first is a lease back program. Enterprise would lease back our four newer cars and give us a check for \$136,000. They would then replace the remaining six vehicles and charge us \$121,000 annually for leasing all ten vehicles, so our first year would be a net of approximately \$15,000 to the Village. After the rotation period of the vehicles, we would have roughly \$125,000 to buy down the next fleet rotation that may reduce our costs even more. This allows us to have a predictable \$100,000 to \$120,000 annual cost and have limited exposure to any large-scale maintenance or repairs and only be responsible for tires, brakes, and oil changes.

Our second option is to maintain ownership of the four newer vehicles and just lease the six old cars in need of replacement. This would give us an annual cost of \$71,000 but no infusion of cash. We can then include the four we own into the mix and reduce our costs for the succeeding years. The 2022-23 budget has \$90,000 included to replace two of the oldest vehicles, well passed their relative usefulness for police duty.

There are similar savings and costs for Public Works with all of their pickup trucks and salt trucks. There is even a more aggressive replacement schedule that virtually eliminates any maintenance costs to include even preventative maintenance on non-police vehicles. Eight new vehicles would cost approximately \$79,000 annually with no capital cost and all

maintenance costs included. The equity of the public works fleet came out to \$81,000, thus making year one nearly a wash.

Staff is recommending leasing the police fleet through Enterprise Leasing, who also maintains a large facility in the Village. All maintenance would still be provided through East Dundee businesses and be seamless from an operational perspective. The same upfitter and graphics providers would be used by Enterprise that we currently use. It should be noted however, that the current order time with Ford is 40 weeks now. We would need direction from the Village Board very soon to still potentially get either the two budgeted for, or the leasing program started. Public Works Director Cotter and Administrator Storlie are evaluating the program for Public Works and will come back to the Board with a final recommendation for Public Works as well. Since there is such a long lead time for new vehicles it is likely that the program would take the next two fiscal years to even take delivery thus reducing cost this year and spreading it out over the next two years, but we would realize the revenue infusion this year.

If there is general consensus to proceed with leasing, staff will return on April 18th with a contract with Enterprise for approval. If the direction from the board is to go a different direction, staff will proceed with the standard purchases included in the next fiscal year's budget.

DELIVERING SOLUTIONS. DRIVING RESULTS.



Enterprise will sell your existing fleet vehicles or leased ones at end of their useful life. Given our experience selling millions of vehicles per year our experience in this field is a huge value add to our partners

VEHICLE RESALE

Enterprise orders direct from the **ACQUISITION** manufacturer and allows East Dundee to take advantage of municipal buying power

DRIVER SAFETY

FINANCING/

Not your traditional "dealer" lease. Our municipal leases maximize the **CREDIT LINES** impact of your capital and give East Dundee 100% decision making and ownership to equity in vehicle

TELEMATICS



LICENSE, TITLE AND REGISTRATION

ACCIDENT/ **RISK MANAGEMENT**

Enterprise gets added as an additional insured and loss payee

> FUEL **PROGRAMS**

WEX Fuel cards are optional and Can be used at local fuel stations



AFTERMARKET VEHICLE **CUSTOMIZATION**

Enterprise will coordinate the upfit for any vehicles. We can use your existing vendors and will deliver road ready vehicles to reduce the burden on East Dundee

MAINTENANCE **PROGRAMS**

Utilize our expertise and local relationships to streamline your maintenance

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POLICE FLEET REPLACEMENT PLANS

nterprise

2

Lease back + Replace 6 units

Plan A: Consolidate and Update - Police	
Selling Vehicles	6
Replacing Vehicles	6
Consolidating	4
Cash to East Dundee for Fleet Consolidation	\$ 136,000.00
New Annual Lease Payment for 10 vehicles	\$ 121,236.00
2022/23 Budget	\$ (14,764.00)
Annual Lease Budget	\$ 121,236.00
Equity at Term	\$ 125,131.00

- East Dundee will receive \$136,000 in cash from the lease back of 4 newest squads
 - Cash will cover entire 22/23 budget + surplus and then \$120,000/year (total term 4 years)
- At term you will generate more than \$125,000 in equity from disposal of fleet creating a healthy vehicle life cycle

Replace 6 units

Plan B:	
Replace Aged units - Police	
Selling Vehicles	6
Replacing Vehicles	6
Equity from sale of existing fleet	\$40,100.00
Lease Payment (2022/23 budget)	\$71,124.00
Equity at Term	\$66,731

- Replacing 6 oldest squads will have an immediate impact to fuel and maintenance budgets
- Equity at term is more than equity from existing fleet leading to a lower budget heading into year 5 when leased unit is replaced

PUBLIC WORKS REPLACEMENT CONCEPT

EXISTING FLEET

Year	Make	Model	Series	VIN	Odometer	Current Val	ue	12 month Value
2009	Ford	F-450 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDAF47R49EA84804	42500	\$	14,000.00	\$ 11,500.00
2013	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HT4DEB14065	21610	\$	23,000.00	\$ 19,000.00
2014	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HT5EEA26627	27015	\$	23,000.00	\$ 19,000.00
2006	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDWF37P86ED01748	108763	\$	8,500.00	\$ 6,500.00
2002	Ford	F-450 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW H	II 1FDXF47S02EA33688	5470	\$	4,000.00	\$ 2,000.00
2011	Ford	F-250	XL 4x4 SD Super Cab 6.75 ft. box 142 in. \	1FT7X2B66BEA85858	87700	\$	10,000.00	\$ 7,000.00
2009	Chevrolet	Silverado 2500HD	LT 4x4 Extended Cab 6.6 ft. box 143.5 in.	1GCHK59K59E146165	179515	\$	5,000.00	\$ 2,800.00
						TOTAL		TOTAL
						\$	87,500.00	\$ 67,800.00
					AVERAGE	\$	77,650.00	
					SELLING FEE	\$	2,800.00	
					EQUITY ROLLED INTO NEW VEHICLES	\$	74,850.00	
						\$	10,692.86	

- Average Age close to 13 years old
- Total equity generated from sale is \$74850 (rolled into new vehicles)
- 7x new vehicles (including maintenance) budget less than \$75,000 - includes all maintenance)
- Nearly 100k in equity at term leading to lower cost in year 6

REPLACMENT EXAMPLES

END OF TERM

Replacement Vehicle	Term		fter Market ncluded in Lease)	Payment		RBV at Term	Projected Resale	Equity (Includes service charge of \$400)
F450 Chassis	60	\$	15,000.00	\$912		\$9,590	\$25,000	\$15,010
F450 Chassis	60	\$	15,000.00	\$912		\$9,590	\$25,000	\$15,010
F450 Chassis	60	\$	15,000.00	\$912		\$9,590	\$25,000	\$15,010
F450 Chassis	60	\$	15,000.00	\$912		\$9,590	\$25,000	\$15,010
F450 Chassis	60	\$	15,000.00	\$912		\$9,590	\$25,000	\$15,010
F250 Double Cab 4x4	60	\$	7,500.00	\$682		\$9,858	\$22,000	\$11,742
F250 Double Cab 4x4	60	\$	7,500.00	\$682		\$9,858	\$22,000	\$11,742
				TOTAL				TOTAL
				\$5,924				\$98,534
				ANNUAL				
				\$71,088.00				
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To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Downtown Parking Discussion

Date: April 4, 2022



Action Requested:

Staff requests the Village Board discuss the potential options for increasing parking in the downtown area, including the concept of a parking garage at two separate locations. Additionally, staff requests Village Board direction on submitting for a RAISE grant to fund additional parking as well as direction on Build Illinois Capital Funds from the State of IL.

Funding Source:

\$600,000 of the Build Illinois Capital Bill has been allocated by State Representative Suzanne Ness to this project. American Rescue Plan Act (ARPA) dollars have also been received and not yet allocated and could be a possible funding mechanism for a parking project. Staff has not yet evaluated if this is an allowable expense under ARPA but will assess that and return to the Village Board with more information when available.

Summary:

There has been some discussion about the need for additional parking to serve the downtown area for some time. There are several options that could provide a meaningful solution to this issue and position the Village well for future downtown growth.

The attached parking evaluation conducted by the Village Engineer supports the need for additional downtown parking. The vacancy in the downtown at present is near zero and the full frontage of the "core downtown" is not even fully built yet. The core downtown is buttressed by River St on the east from Highway 72 to Barrington Ave on the north and Meier St on the west.

Surface Parking vs. Garage Parking

Core downtown commercial frontage is finite and thus it is worth considering if a surface parking lot is the highest and best use of space on core frontage. Staff would advocate against surface parking on any core frontage as not the highest and best use of the space. Surface parking is best utilized behind core frontage or off of side streets. Parallel parking along street

frontage is a highest and best use along a commercial corridor, which the Village does well with in the current configuration.

Additionally, there is already a lot of surface parking in the downtown and eliminating the option of adding more core commercial frontage in favor of only surface parking would not be recommended. Mixed use would be recommended in a scenarios as it preserves the ability to maximize the potential of finite space and any vertical (or garage) parking would concentrate parking in one area, allowing for additional commercial use of other spaces that currently are dedicated to parking.

110 N River St

The attachments to this document show a proposed 2 story parking garage for the location at 110 N. River Street, East Dundee. The property has been cleared, is currently gravel and is not utilized. Staff is in continued discussions with the owner of the property who is very interested in a collaboration with the Village for additional parking. A parking garage would be beneficial in this location as its fairly central and has an upwards grade that makes a two level garage economically advantageous. The rendering shows a design that fits in well with the surrounding environment and a façade that displays historic character to mesh well with the downtown architecture. Staff has no hard estimates on what this proposal might cost, but we have heard anything from \$3M - \$5M. Discussions with the Village Engineer and other staff have arisen ideas that could modify the layout depicted in some ways to reduce costs relating to ramps and other support structures.



Proposed Site of Parking Garage at 110 N. River

110 N. Railroad St.

The Village currently leases the parking lot at 110 N. Railroad St and has a Right of First Refusal to purchase the entire property which is outlined in red below. The owner of the property is in discussions with the Village about the future of the property and we are awaiting an appraisal prior to determining next steps. This site would also be beneficial as a location for additional parking to support the downtown. Any redevelopment would retain parking in the current lot but staff would recommend extending Meier Street to the south and making the current parking area a legal roadway with angled parking to match the rest of the downtown area. Any redevelopment of the remaining property could include an integrated parking structure that would support commercial frontage along an extended Meier St as well as overflow parking to support the rest of the downtown. Discussions regarding this property are at initial stages and thus staff has no information about what potential costs might be to develop additional parking here.



Current leased parking at 110 N Railroad St.

State Capital Bill

The 2019 Build Illinois State Capital Bill contained financial allocations for East Dundee for several projects, some of which are already underway. Each year, this bill and its funding commitments need to be reauthorized by the IL legislature. Currently the legislature is negotiating the State's next fiscal year budget. The information that staff has at this time regarding funding for the Village in that bill is:

Allocation from	Amount	Purpose	Can Be Recategorized?
Unknown	\$250,000	Terra Business	No, already expended
		Park Roadway	
Sen. Castro	\$125,000	Terra Business	Yes
		Park Roadway	
Rep. Moeller	\$175,000	Bonnie Dundee	Yes
		Resurfacing	
Rep. Moeller	\$175,000	Water Tower	Yes
		Improvements	
Rep. Ness	\$600,000	Parking	No

The state elected officials need to know from the Village if the purpose for this allocation should stay as-is or should it be recategorized to something generic such as "capital project" so that the Village has flexibility in deciding which project to spend the dollars on (within the guidelines for allowable use). Since staff only found out about the two allocations for Bonnie Dundee and Water Tower Painting earlier this week, they are not included as revenue in the proposed budget. Those two specific projects are proceeding but are being funded with other funds.

RAISE Grant

Staff is working on an application to submit for a federal RAISE grant. RAISE grants are for capital investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact and improve transportation infrastructure. The cost share for the program is a minimum 20% local share along with a minimum project cost of \$5 million. The application deadline is April 14, 2022 and the announcement of the recipients of the RAISE grant is to be August 12, 2022.

Staff recommends continuing work on the grant and to submit for the parking garage project. If awarded, the Village would only have to pay \$1M toward a \$5M project and \$600,000 of that is already secured under the Rep Ness grant. If awarded, the Village would then have to decide on a location.

Attachments:

2021 Downtown Parking Evaluation
Rending of Proposed Parking Garage at 110 N. River



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: November 12, 2021

TO: Jennifer Ramsay, Village Administrator AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: Downtown Parking Analysis

Job No. ED-2272

The Village has requested that we analyze the available downtown parking to determine whether or not additional parking stalls are warranted. Our first step was to determine the parking count required by code. Our study area consisted of the businesses north of Main Street and south of Barrington Avenue. A map is attached showing the study area for determining parking requirements.

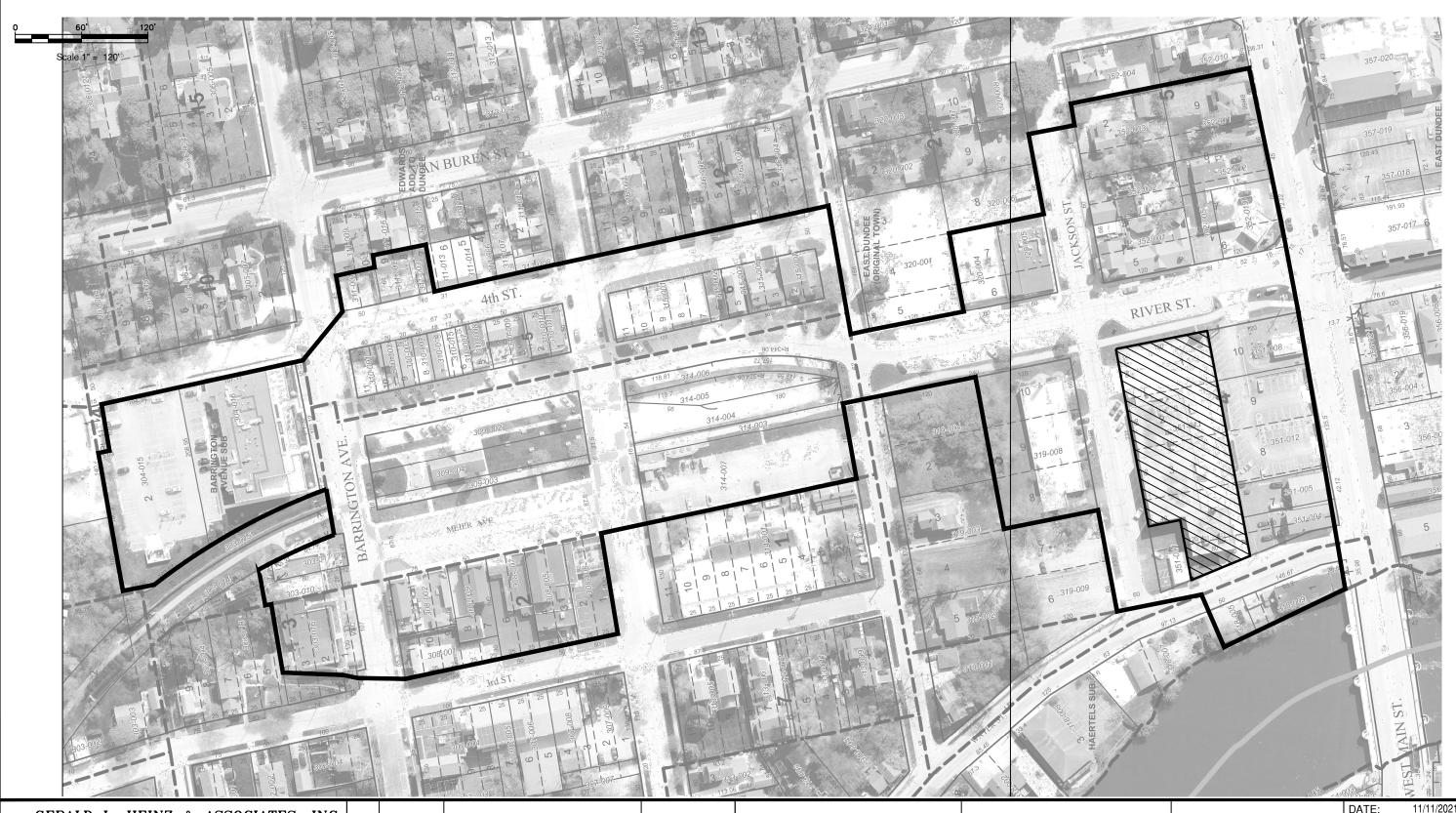
The downtown business district lies within the B1 zoning district. The parking requirement is 1 space per 200 square feet of floor area for all uses. The B1 zoning district only requires off-street parking if the calculated required parking spaces is 10 or more. There is also a floor area exemption which varies by use and floor level. Attached is a spreadsheet showing the calculated business areas along with calculations for required and provided parking stalls. We calculated that 402 spaces are to be required off-street. Many businesses are not required to provide off-street parking since the calculated requirement is under 10. To better determine total parking needs, we provided parking calculations without the exemptions and minimum stall requirement. The total parking need in the downtown business district without any exemptions is 832 spaces. There are 544 available on-street and off-street parking spaces with an additional 29 stalls along Van Buren Street from Jackson Street to Barrington Avenue, for a total of 573 stalls. Therefore, the calculated shortfall is 259 spaces.

As a possible site, we looked at the gravel lot at the southeast corner of River Street and Hill Street. A surface parking lot could accommodate approximately 83 spaces. We estimate that the parking lot would cost around \$475,000 to design and construct. A two-level parking structure on the same lot could accommodate approximately 146 spaces. In general, a parking structure in this area costs approximately \$37,700 per stall to design and construct, or in this case \$5,500,000. Please note that the estimates do not include land acquisition costs.

The additional 146 spaces reduce the shortfall to 113 spaces. The 200 block of River Street consists mainly of offices which would typically be closed during peak hours for the other businesses within the area. The calculated required spaces for this block is 100 spaces which brings the total count closer to the calculated need, or 13 stalls short.

Please let us know if you have any questions on this matter.





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

NO. DATE REVISIONS

DOWNTOWN PARKING STUDY AREA VILLAGE OF EAST DUNDEE s drawing is copyrighted and is the sole perty of GERALD L. HEINZ & ASSOCIATES, INC. production or use of this drawing in whole or port and/or the information contained in it is bidden without the written consent of GERALD HEINZ & ASSOCIATES, INC. Unauthorized use be prosecuted to the fullest extent of the law.

DATE: 11/11/2021

JOB NO.: ED-2272

SCALE: 1" = 120'

SHEET 1 OF 1

Village of East Dundee Downtown Parking Evaluation

Section Sect			Area						
18			Exception,	Area,	Residential	Spaces Req'd	Space Req'd	Spaces	
Second Color	Address	Area, Sq.Ft.	Sq.Ft.	Sq.Ft.	Units	per Code	w/o Exception	Available	Notes
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315 E. Fourth St.	211 Barrington Ave	1785	2500	0		0	9	2	
324 N. River St. 1300 2500 0 0 0 7 70	207 Barrington Ave	450	2500	0		0	2	10	
2nd floor	315 E. Fourth St.	1882	2500	0		0	9	6	
322 N. River St.	326 & 324 N. River St.	1390	2500	0		0	7	70	
2nd floor	2nd floor	1390	3500	0		0	7		
320 N. River St.	322 N. River St.	1252	1500	0		0	6		
2nd floor	2nd floor				1	1	1		
318 N. River St.	320 N. River St.	1308	1500	0		0	7		
2nd floor	2nd floor	1308	3000	0		0	7		
316 N. River St.	318 N. River St.	1370	2500	0		0	7		
2nd floor	2nd floor				1	1	1		
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	7 Jackson St.	8777	2000	6777		34	44		

		Area	A # 0.0	Docidontial	Cuasas Banid	Cuasa Banid	Smann	
		Exception,	Area,	Residential	Spaces Req'd	Space Req'd	Spaces	
Address	Area, Sq.Ft.	Sq.Ft.	Sq.Ft.	Units	per Code	w/o Exception	Available	Notes
312 Jackson St.	2300	2000	300		2	12	46	
310 Jackson St.	5400	2000	3400		17	27		
2nd floor	850	3500	0		0	4		
10 N. River St.	13705	2000	11705		59	69		
2nd floor	1277	2500	0		0	6		
307 E. Main St.	1625	1500	125		1	8		
2nd floor	1440	3000	0		0	7		
305 E. Main St.	3900	2500	1400		7	20		
15 E. Main St.	824	2000	0		0	4	77	
7 E. Main St.	2085	1500	585		0	10		
5 E. Main St.	2054	2000	54		0	10		
				4	4	4		
68 Water St.	816	2500	0		0	4		
1 E. Main St.	2625	2500	125		1	13	9	
Van Buren St. Parking							29	Street Parking Stalls
				TOTALS	402	832	573	

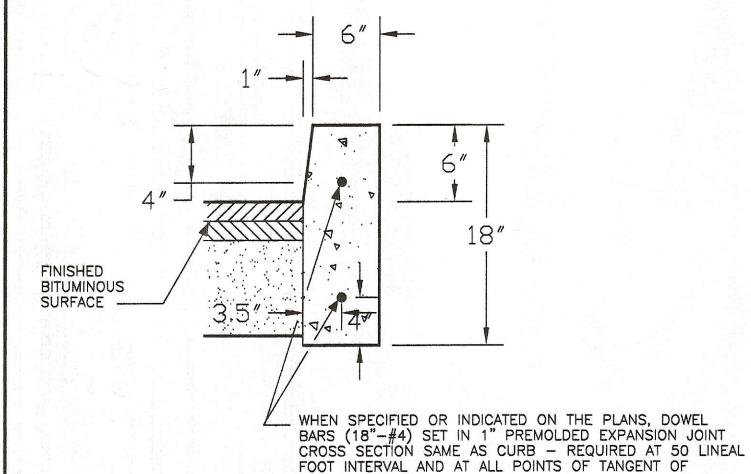
Date: 11-10-2021

GENERAL NOTES:

REFERENCED SPECIFICATIONS ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING EXCEPT AS MODIFIED HEREIN OR ON THE

SPECIFICATIONS), FOR INSTALLATION OF SEWERS.

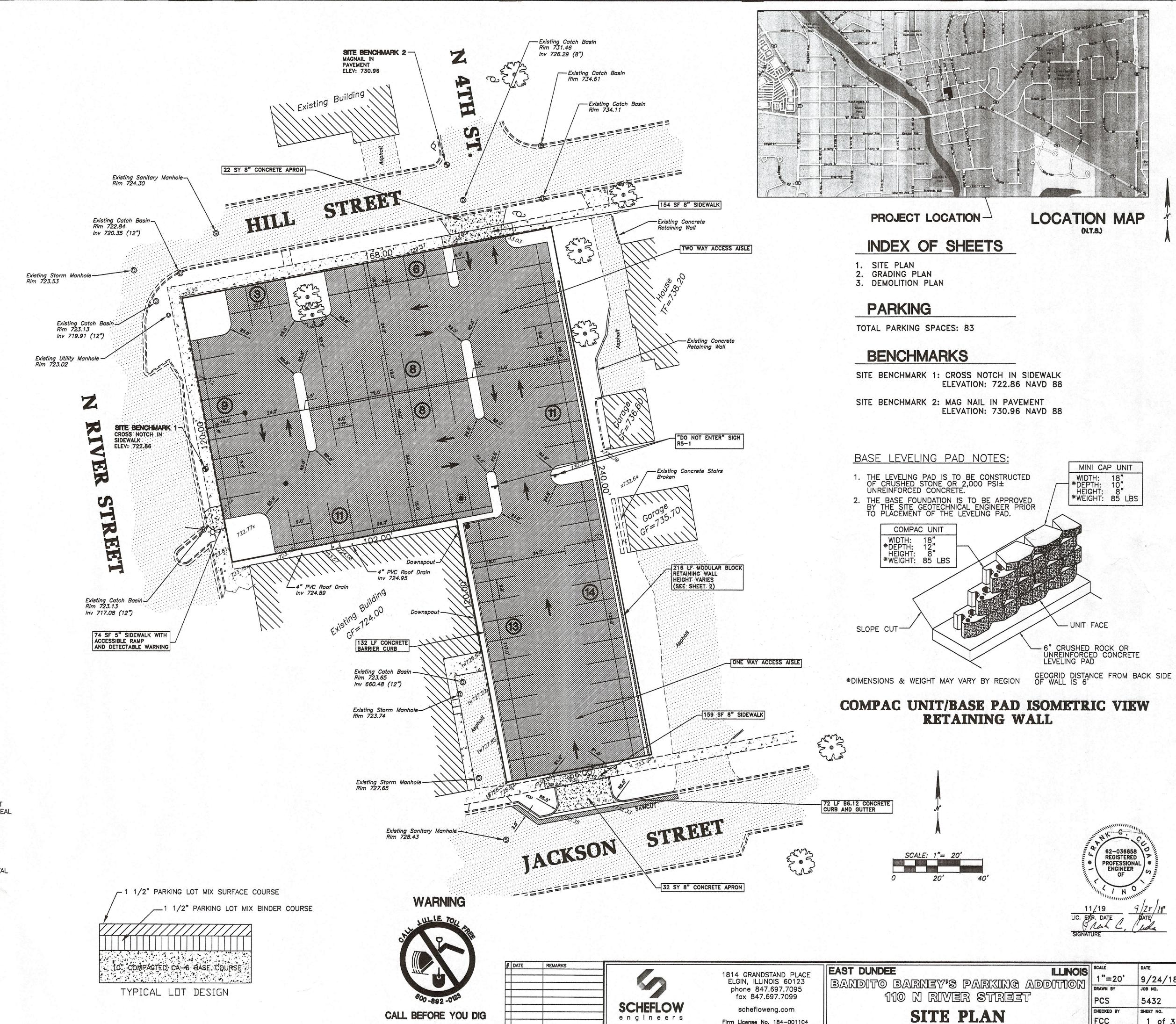
- STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS, 5th EDITION (STANDARD
- STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016 BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT STANDARD SPECIFICATIONS) RIGHT OF
- VILLAGE OF EAST DUNDEE ORDINANCES, REQUIREMENTS AND STANDARD DETAIL SHALL GOVERN IN THE EVENT OF CONFLICTING
- STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL PUBLISHED BY ILLINOIS ENVIRONMENTAL PROTECTION
- ILLINOIS URBAN MANUAL FOR SOIL EROSION CONTROL PRACTICES
- NOTIFICATION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE FOLLOWING:
 - THE VILLAGE OF EAST DUNDEE 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE ELECTRIC, COMMUNICATIONS AND GAS UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- OWNER SHALL SECURE PERMITS AS FOLLOWS AND COMPLY WITH ALL REQUIREMENTS OF THE PERMITS: VILLAGE OF EAST DUNDEE
- QUANTITIES THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AS INDICATED ON THE PLANS. THE QUANTITIES WHICH ARE INDICATED ARE FOR BIDDING PURPOSES ONLY AND MUST BE VERIFIED. ANY DISCREPANCIES ARE TO BE REPORTED TO THE DESIGN ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND IS TO COMPARE THE SITE CONDITIONS AS INDICATED ON THE ENGINEERING PLANS.
- INDEMNIFICATION THE CONTRACTOR(S) SHALL INDEMNIFY THE ENGINEER AND THEIR AGENTS, THE VILLAGE OF EAST DUNDEE AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND TESTING OF THIS WORK ON THIS PROJECT.
- LOCATION OF EXISTING UNDERGROUND UTILITIES THE LOCATION OF VARIOUS EXISTING UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND ELEVATIONS PRIOR TO THE CONSTRUCTION OPERATIONS.
- ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAYS, ETC., DAMAGED BY THE CONTRACTOR'S OPERATIONS AND NOT CALLED FOR IN THE CONTRACT TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR TO VERIFY ELEVATIONS THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO THE START OF WORK AND, IF THERE ARE ANY DISCREPANCIES, IS TO NOTIFY THE ENGINEER AT ONCE. NO WORK SHALL BE DONE UNTIL THE DISCREPANCY IS RESOLVED.
- 10. EROSION AND SEDIMENTATION CONTROL THE CONTRACTOR SHALL PROVIDE CONTROL FACILITIES SHOWN ON THE PLANS TO CONTROL EROSION AND SEDIMENTATION. ADDITIONAL MEASURES MUST BE UNDERTAKEN AS REQUIRED TO ACCOMMODATE SPECIAL CONDITIONS THAT ARISE DURING THE INSTALLATION OF THE FACILITIES. THE CONTRACTOR SHALL ALSO PROVIDE SUCH EROSION AND SEDIMENTATION CONTROL AS IS NECESSARY TO MEET THE REQUIREMENTS OF THE REFERENCED SPECIFICATIONS.



TWO #4 BARS SHALL BE PLACED (DOWEL BAR LOCATION IN CROSS SECTION) CONTINOUSLY WHERE CONCRETE CURB IS CONSTRUCTED OVER FILL SECTIONS OF THE ROADWAY. ALSO TO A POINT 5 FEET BEYOND LIMITS OF SERVICE TRENCHES AND UTILITY CROSSINGS. COST OF REINFORCEMENT, DOWEL BARS AND EXPANSION JOINTS SHALL BE CONSIDERED INICIDENTAL TO THE COST PER LINEAL FOOT FOR CONCRETE CURB, TYPE B.

INTERSECTION RADII.

CONCRETE BARRIER CURB TYPE B

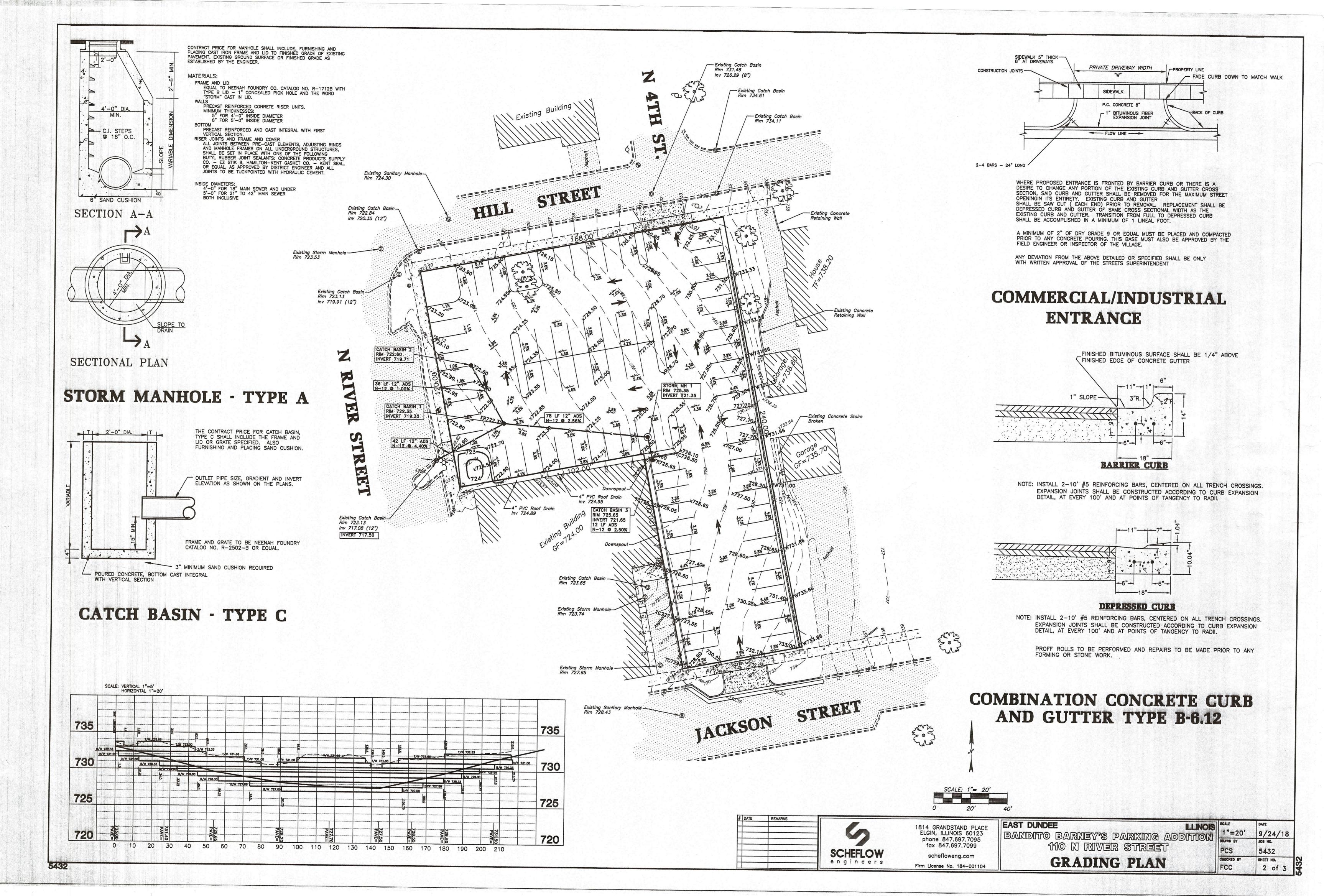


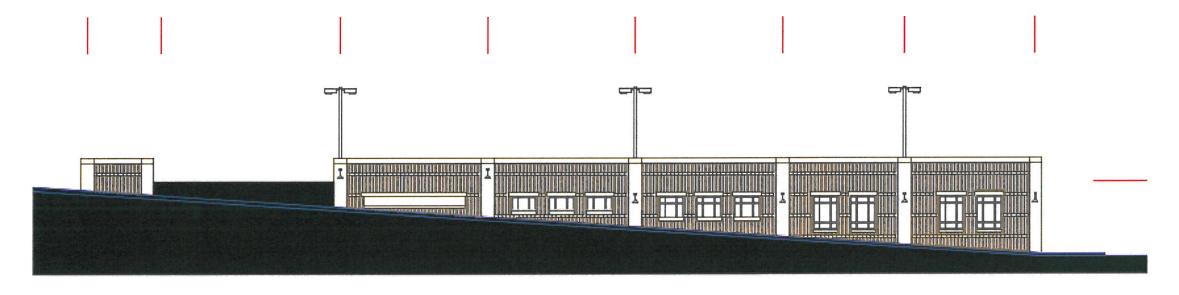
engineers

Firm License No. 184-001104

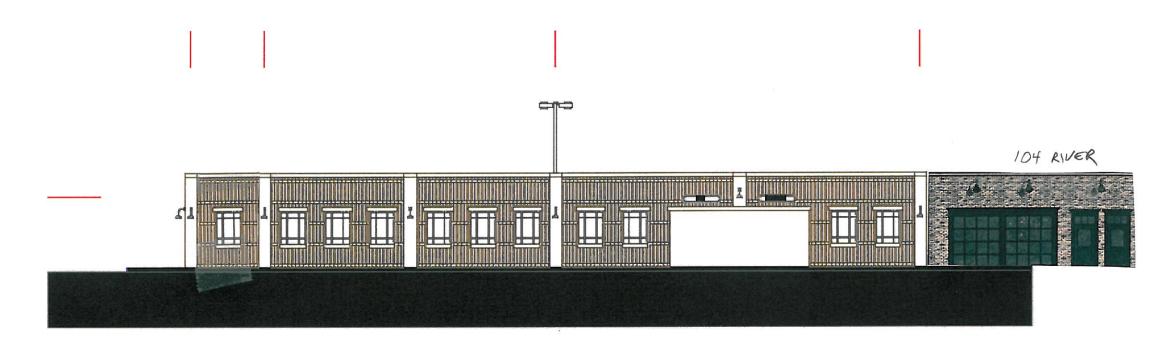
1 of 3

CALL BEFORE YOU DIG









To: Village President and Board of Trustees

From: Chris Ranieri, Building Inspector

Subject: Village Hall Roof Contract

Date: April 4, 2022



Action Requested:

Staff recommends the Village Board authorize the Village Administrator to execute a contract with contract with CSR Roofing Contractors (6720 West Roosevelt Rd, Oak Park, Illinois 60304) in the amount of \$34,575 to repair and replace the flat roof portion of the Village Hall.

Funding Source:

32-15-5948 Capital Projects Fund

Summary:

The Village is undertaking improvements to the Village Hall to include roof repairs among other rehabilitation items. Staff solicited proposals from 3 vendors to repair and replace the flat roof portion of the building that is in failing condition. Prevailing wages are included in all three bids. Staff is recommending the bid that is slightly higher than the lowest bid due to concerns that the low bid can complete the project on budget and without change orders. Additionally, the recommended bid from CSR includes a warranty of 20 years for both labor and materials, where the other two bids were only warranting labor/workmanship for 2 years.

Attachments:

NIR Roof Care Bid CSR Roofing Contractors Bid Premier Group Bid

NIR 60MIL TPO - CHOICES **RE-ROOF PROPOSAL**







Village of East Dundee EAST DUNDEE, IL

March 17, 2022

As prepared for you by:

Michael J. Barone, Vice President of Sales Gregg Shamhart, Vice President & Project Manager Elizabeth Whitehead, Vice President of Business Development

1-800-221-ROOF 1(800).221.7663

NIR Corp Headquarters 11317 Smith Drive Huntley, IL 60142

www.nir.com

Village of East Dundee Adam Peters 120 Barrington Ave. East Dundee, IL

QUOTE 1: 08-2021-132925 QUOTE 2: 08-2021-133430



March 17, 2022

Village of East Dundee Adam Peters 120 Barrington Ave. East Dundee, IL 60118

MAKE YOUR REROOF DECISION EASY BY CHOOSING NIR.

Dear Adam,

I want you to enjoy the peace of mind that comes with choosing NIR Roof Care. Sign this proposal and you'll get a new roof that will last for decades and the backing of the best roofing company in America.

Let's face it, when you decide to purchase a new roof, you have to choose wisely. Searching for reroof bids and researching companies takes a lot of time and effort. It's hard to know which company you should choose. Even though the roofing materials are the same, the quality of a roof installation can differ drastically. On average most roofs can last up to 30 years, but if your roof isn't properly installed your roof will constantly leak causing expensive water damage and ultimately require a replacement in 15 to 20 years. In the long run, it will cost you more money and cause more stress to go with a cheap roofing company over a trustworthy company like NIR. In the end, you get what you pay for.

NIR Roof Care has been roofing commercial buildings for over 40 years. We have installed roofs for many high-profile companies including Sears (38 different roof levels), K-Mart (86 acres of the roof), Motorola, and Nestle (750,000sf). Our customer service, quality of work, and attention to detail have not gone unnoticed. NIR has received many prestigious awards such as the Turner Construction "Outstanding Performance Award for Safety" and 14 Master Contractor awards. How could you expect anything less for your roof installation?

Your building needs a working roof to operate, but it doesn't have to be a stressful experience. Why not treat yourself to a little comfort with a worry-free roof from NIR? We will guide you seamlessly through every step of your roof installation. Before the project even begins, we will sit down with you and discuss all the fine details of the roof installation. NIR Roof Care will send you daily progress reports allowing you to easily track your project. We also encourage you to visit the site and see the work in person. We want to make sure you are happy with our work and you know what's happening every step of the way.

NIR's work doesn't stop when the roof is complete, you will get ongoing roof maintenance to ensure your new roof will last as long as possible. NIR is there for you before, during, and after the roofing process, making sure you are satisfied with your purchase. Our quality craftsmanship and dedication to excellence ensure you will maximize your return on investment. No other company can offer you so much peace of mind for the price we charge. Experience the NIR difference for yourself and see how easy a roof installation can be.

Thank you for considering NIR as one of your most valuable assets. As it has been proven time and time again, teaming up with NIR is the right decision. Please call us at (847) 669-3444 if you have any questions.

Sincerely,

Timothy K. Lynn
Founder, President & CEO

FINALLY, GET THE STRESS-FREE ROOFING EXPERIENCE YOU DESERVE WITH NIR!

120 Barrington Ave. East Dundee, IL

QUOTE 1: 08-2021-132925 QUOTE 2: 08-2021-133430



NIR Roof System Proposal – Tear Off Replacement

TPO SPECIFICATIONS/Scope of Work FOR

120 Barrington Avenue Building

March 17, 2022 Approx. 1,664 sq. ft.

This proposal is to tear off and replace the roof at 120 Barrington Avenue in East Dundee. with a 60MIL TPO roof membrane. Enclosed, you will find industry-recognized details to provide you with the highest degree of assurance that your project has been well thought out before the job start. This type of preparation will result in a quality installation that will guarantee many years of outstanding service.

I LABOR

A. All workers involved in the completion of the roof removal and replacement will be members of the Local 11 Roofers Union, in good standing.

II USE OF PREMISES

- A. The use of premises will be limited to the work areas indicated.
- B. Roof construction operations will be confined to the roof area involved and ground access for equipment and workers.
- C. Allow for owner occupancy of site and use by the public.
- D. Keep all driveways and entrances clear and available for normal use.
- E. No areas will be used for parking or storage of materials unless otherwise designated by the building's owner or management.
- F. Any damage caused by construction operations will be repaired.
- G. The building and the building's occupants will be protected during the construction.
- H. The building's day-to-day operations will not be interrupted during the construction.

III SAFETY

- A. During all phases of construction, all applicable OSHA standards will be fully complied with.
- B. Material Safety Data Sheets will be available on the job site at all times.
- C. Appropriate fire suppression equipment will be on the job site at all times.
- D. Provide temporary barricades to ensure safe passage for pedestrians around ground-level equipment, materials, and dumpsters.
- E. All flammable materials will be stored away from spark and open flames and Personal Protective Equipment will be worn when needed.

IV DEBRIS REMOVAL

- A. Conduct debris removal operations with minimal interference to streets, sidewalks, and adjacent facilities.
- B. Use water mist where needed to control airborne dust.
- C. A chute, hoist, or other apparatus will be utilized to remove debris from the elevated roof sections in a controlled manner.
- D. During the debris removal process, should any adjacent improvements be contaminated with dust, dirt, or debris, they will be cleaned to return said improvements to a pre-construction condition.
- E. Maintain good housekeeping practices during all phases of construction.
- F. Only as much roofing as can be covered will be removed each day.
- G. Promptly dispose of all debris. Do not allow debris to accumulate on-site.
- H. Debris will be hauled away by a licensed special waste contractor, recycling whenever possible.

120 Barrington Ave. East Dundee, IL

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V OPERATIONS

- A. Conduct a pre-job meeting with all appropriate personnel to review the schedule, specific safety requirements, and job-site logistics.
- B. Only as much roofing as can be installed will be removed each day.
- C. The roof will be maintained watertight during the completion of the roof replacement.
- D. Before installation, all surfaces to receive new insulation, membrane, or flashings will be dry and clean of debris.
- E. A watertight "tie-off" will be performed between the newly installed roofing and the existing roof each day.
- F. Materials and equipment will be spaced on the roof to ensure the weight will be evenly distributed so as not to overload the roof deck and support structure.
- G. All work will be temporarily halted if any concealed or unusual conditions are discovered.
- H. The owner's representative will be contacted in writing for correction at the owner's expense

VI SUBSTRATE

- A. Confirm all roof drains are operating and are free from clogs.
- B. Confirm all roof-mounted curbs and equipment are secure and ready to receive new roofing material.
- C. Confirm all surfaces are free of moisture.
- D. Confirm all surfaces are free of dirt, debris, or other incompatible materials.
- E. When possible, work will proceed from the high points and work to the low point.

VII INSULATION

- A. The insulation supplied and installed will be 1-layer of staggered 1/2" Hardboard onto the existing wood deck.
- B. Insulation dimensions will be 4'x8'.
- C. No more insulation will be installed than be covered by membrane each day.

VIII – OPTION 1 MEMBRANE AND FLASHINGS – MECHANICALLY FASTENED

- A. The current roof system and insulation will be removed down to the wood deck. Debris will be removed from the wood deck before the installation of the membrane.
- B. Remove existing gutter from south edge.
- C. Mechanically fasten 1/2" hardboard insulation to plywood deck
- D. A 60MIL TPO membrane will be mechanically fastened through the insulation into the wood deck and installed in strict accordance with industry specifications.
- E. All roof mechanics will be properly trained by the material manufacturer's Technical Service Representative.
- F. All seams will be heat-welded and checked with a seam probe for deficiencies.
- G. All roof projections, parapet walls, and penetrations will be flashed with a new 60MIL TPO membrane by the manufacturer's current specifications.
- H. Any drain bolt holes that are stripped out will be re-tapped to achieve proper securement at the drain.
- I. Any wood deck replacement will be at an additional cost of \$3.50 per Square Foot.
- J. Customer to have HVAC Unit and ductwork removed and replaced after completion.
- K. New gutter and downspout on South End of building using 24-Guage prefinished.

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VIII – OPTION 2 MEMBRANE AND FLASHINGS – FULLY ADHERED

- A. The current roof system and insulation will be removed down to the wood deck. Debris will be removed from the wood deck before the installation of the membrane.
- B. Remove existing gutter from south edge.
- C. Mechanically fasten 1/2" hardboard insulation to plywood deck.
- D. A 60MIL TPO membrane will be fully adhered to the insulation and installed in strict accordance with industry specifications.
- E. All roof mechanics will be properly trained by the material manufacturer's Technical Service Representative.
- F. All seams will be heat-welded and checked with a seam probe for deficiencies.
- G. All roof projections, parapet walls, and penetrations will be flashed with a new 60MIL TPO membrane by the manufacturer's current specifications.
- H. Any drain bolt holes that are stripped out will be re-tapped to achieve proper securement at the drain.
- I. Any wood deck replaced will be at an additional cost of \$3.50 per Square Foot.
- J. Customer to have HVAC Unit and ductwork removed and replaced after completion.
- K. New gutter and downspout on South End of building using 24-Guage prefinished.

IX WALL TERMINATIONS

- A. All roof-mounted curbs that are not able to have their flashings terminated on the interior, may receive a slip flashing to properly counter-flash said curbs.
- B. Perimeter walls will be terminated with an aluminum termination bar, factory finished coping (S.A.A.), or a two-piece water dam and facia (S.A.A).

X PROJECT COMPLETION

- A. After the roof replacement, an inspection will be conducted with the building owner's representative. All defects and non-compliance with the manufacturer's specifications will be itemized in a punch list and will be corrected immediately
- B. Perform post-job walk-through to ensure all punch list items are properly addressed and the customer is fully satisfied with the project.

XI WARRANTY

- A. Upon completion of your roof system, your 20-YEAR LIMITED MANUFACTURERS MATERIAL WARRANTY AND 2-YEAR NIR SYSTEM WARRANTY ON LABOR AND WORKMANSHIP will be issued.
- B. Price includes the first year of your NIR Roof Care Plan services with Semi-Annual intervals. Future years will be billed at \$1,000.00 annually. This plan will meet and exceed your requirements to maintain your warranty.

Village of East Dundee Adam Peters

120 Barrington Ave. East Dundee, IL

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PROJECT NOTES

- 1. Building permits are required for roofing projects in some areas. The Owner is responsible for obtaining all applicable permits. However, NIR can obtain permits, if requested in writing, at the Owner's expense.
- 2. While NIR has made every reasonable effort to determine existing conditions, NIR cannot be responsible for unforeseen conditions encountered during the roofing process including, but not limited to, structural deck repair, carpentry other than outlined above, damaged drain components, skylights damaged by others during the roof installation process, electrical work and/or conduit hidden within roof system, and conditions deemed unacceptable to the roof system manufacturer related to the structure.
- 3. NIR agrees to work in cooperation with your HVAC contractor to assure all rooftop equipment is installed in compliance with roof system specifications and good roofing practices. NIR will report to the owner any deficiencies.
- 4. Any and all work not mentioned above.
- 5. Warranty provided by the manufacturer does require ongoing maintenance of the roof system to maintain its validity. NIR's Roof Care Plans will meet/exceed the basic requirements of the warranty provided.

PLEASE NOTE:

Materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment, and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, the contractor shall provide written notice to the customer and shall be afforded additional time and substitute products may be considered. If there is an increase in the price of materials, equipment, or products between the date of this Agreement and the time when the project is ready for the installation of the affected material, the contract sum shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the Customer written notice. Despite unprecedented challenges and unforeseeable obstacles which the future may bring, we remain committed to providing you with the highest level of service. To do so, we humbly request your support and flexibility as we continue to navigate the current crisis.

Village of East Dundee
Adam Peters

120 Barrington Ave. East Dundee, IL

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CONTRACT AGREEMENT & AUTHORIZATION PAGE

LABOR AND MATERIALS

This agreement was made the day of March 17, 2022, by and between NIR Roof Care. hereinafter called the Contractor and Village of East Dundee hereinafter called the Customer to perform the roofing work per attached scope of work as follows:

1011011011					
Project:	Customer:				
120 Barrington Avenue Building East Dundee, IL Approx. Size: 1,664 sq ft	Village of East Dundee 120 Barrington Ave. East Dundee, IL 60118				
CHOICE 1: 60MIL TPO - MECHA	NICALLY FASTENED				
 Additional Upgrade cost to switch 	work				
CHOICE 2: 60MIL TPO - FULLY A					
 Additional Upgrade cost to switch 	to 2 layers of 2.6" ISO (R30)\$8,990.00* financial costs to raise any equipment, doors, or items on the with this option.				
	r of your NIR Roof Care Plan services with Semi-Annual intervals. is plan will meet and exceed your requirements to maintain your				
5 days. An additional material price charge may b	ial portion of the price is on today's price and can only be held for e incurred as the price stated in this proposal will be charged at spect an additional rate of a 10-25% increase per quarter				
PAYMENT TERMS: 50% DOWN PAYMENT- 40%	UPON 50% CONTRACT COMPLETION - 10% UPON COMPLETION.				
IN WITNESS THEREOF, the parties hereto have executed AUTHORIZATION:	ecuted this Agreement under seal, the day and year first above written.				
Timothy K. Lynn Founder, President & CEO	Date				
Village of East Dundee Representative	Printed Name				
Date	_				
Date.					





Industrial - Commercial - Condominiums - High Rises

1980 - 2020

March 25, 2022

Mr. Chris Ranieri Village of east Dundee 120 Barrington Ave East Dundee, IL 60118

Re: Village Hall Flat Roof

Dear Chris

We are pleased to submit the following proposal to supply the required labor, material and equipment for the replacement of the Main flat roof.

AREA OF WORK: •



Please see the following Scope of Work for an outline of the new roof system installation.

Scope of Work

ROOF REMOVAL:

 The existing roofing, insulation and flashings will be removed on the main roof.

NOTE: existing membrane /roofing secured to structural decks in adhesives and mastics may not be removable, what is irremovable by normal industry methods, will remain.

 All debris will be removed from the property for legal disposal.

INSULATION:

- Install 2 layers of 2.6-inch insulation over the entire main roof. (R=30)
- All insulation secured with screws and plates.
- New wood blocking will be installed along the gutter edge to accommodate the new height of the insulation.

MEMBRANE ROOFING:

- A new <u>GAF 60 mil White TPO</u>
 membrane roof system will be
 Installed and fully adhered to the new
 Insulation.
- All walls, curbs, vents and roof penetrations will be flashed with the same GAF TPO membrane.
- The membrane roof system will be installed per GAF's requirements and guidelines.

 New Kynar 500 prefinished 24 gauge galvanized sheet metal counter flashings, curb flashings, perimeter edge flashings, copings and gutter & downspout will be installed. (Sheet metal color choice from 32 standard colors)

WARRANTY:

GAF No Dollar Limit Warranty
 20 years Labor / 20 years Material
 (Sample copy enclosed)

Cost\$ 34,575.00	(Initial acceptance	_)
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Note: the above cost includes the required prevailing wages.

MATERIAL COST ESCALLATION: because of COVID shutdowns along with other factors, there has been a large shortage of raw materials, limited inventory, and a large demand for products. This has caused material delivery delays and uncontrolled cost increases with very limited to no warning. Our quotes are not protected from cost increases for Lumber, Insulations, Sheet Metal, roof membranes, accessories, Etc. Increases can occur even after this agreement has been signed and accepted, including up to the date of material delivery. Owners will be notified of the increases along with the cost of the increase and a change order will be provided for the increase amount.

NOTE:

• All HVAC, mechanical, electrical, gas lines and satellite / cable lines that hampers or prevents the installation of the new roofing will be disconnected and reconnected by the owner. (Initial acceptance_____)

In the event an unforeseen condition is uncovered during the work that requires repair to allow for the continuation and completion of the roofing project. The following unit costs will apply to address those conditions and deficiencies.

NO unit cost work will be executed without the owner's prior approval.

UNIT COSTS:

Replace Wood deck (1/2" - 3/4")	\$3.50 S.F.
Wood blocking 2x4	\$4.00 L.F.
Wood blocking 2x6	\$4.50 L.F.
Wood blocking 2x8	\$5.50 L.F.

Terms

This proposal is based on current costs and conditions; acceptance expires in 30 days subject to price review thereafter. Work will be scheduled upon receipt of order and completed as roof and weather conditions permit. The accepting party represents that it is either the owner of the subject premises, or authorized and knowingly permitted by the owner of those premises, to sign this agreements on the owner's behalf.

100% OF THE CONTRACT DUE AS FOLLOWS; DEPOSIT OF (1/3) REQUIRED UPON CONTRACT ACCEPTANCE. A PAYMENT OF (1/3) FOR MATERIAL IS DUE WHEN MATERIAL IS DELIVERED AND STOCKED ON THE JOB SITE. (OR FOR SPECIAL MATERIAL STORED OFF SITE) THE FINAL (1/3) IS DUE UPON JOB SUBSTANTIAL COMPLETION (WITHIN 5 DAYS OF RECEIPT) ALL UPON APPROVED CREDIT. FOR THE PURPOSE OF THIS AGREEMENT AND FOR THE PURPOSE OF ANY SPECIFICALLY INCLUDED LIMITED WARRANTY ISSUED IN CONJUNCTION HEREWITH, (NOTE: NO WARRANTY ON LEAK / ROOF REPAIRS UNLESS SPECIFICALLY INDICATED) CONTRACTOR SHALL BE CONSIDERED TO HAVE SUBSTANTIALLY COMPLETED THE WORK CALLED HEREIN WHEN WORK IS SUFFICIENTLY COMPLETE IN ACCORDANCE WITH THIS AGREEMENT SO OWNER CAN OCCUPY OR UTILIZE THE PREMISES FOR ITS INTENDED PURPOSE

All our materials are approved by Underwriter's laboratories. Certificate evidencing our insurance issued on request.

Conditions

I. OWNER'S FAILURE TO PAY AS PROVIDED, INTEREST CHARGES AND COSTS OF COLLECTION

Interest in the amount of 2% per month will be charged on all late payments under this Agreement. "Late Payments" are defined as any payments not received within 5 days of mailing of invoice by Contractor to Owner. In addition to interest on past due payments, Contractor shall be entitled to recover the sum of \$30.00 for any check tendered to Contractor by Owner that is returned NSF. No warranty will be issued to Owner until full payment has been received by Contractor. Contractor shall be entitled to payment of reasonable attorney's fees, costs, and expenses incurred in enforcement of this Agreement.

II: OWNER'S FINACIAL CAPABILITY

Prior to commencement of the Work, The Owner shall provide the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Agreement. This reasonable evidence must include one of the following: (a) confirmation that the funds sufficient to pay for the Work and a reasonable contingency are held in segregated account ear marked for the Work; or (b) confirmation from the Owner's lender that a loan to pay for the Work has been approved and that CSR Roofing Contractors, Inc, has been identified as the Contactor on the project. Thereafter, the Contractor may request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; (3) The Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work of the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

III. EXCLUSIONS

STANDARD EXCLUSIONS: Unless specifically included in the "Specifications/Scope of Work" section above, this agreement does not include materials for the following work. Removal and disposal of any materials containing asbestos or any other hazardous material as defined by the EPA. Moving owners' property or the property of any resident of the Premises, around the site. Any asbestos abatement, removal, or encapsulation, or any removal of lead paint. If asbestos or lead paint is found existing on the premises, any cost to abate, remove, or encapsulate shall be paid by Owner as an extra. Any mold abatement, removal, or cleaning. If mold is found existing on the Premises, any cost to abate, remove, or clean shall be paid by Owner

as an extra. In addition any warranty given to Owner under this contract does not include the cost to abate, remove or clean mold that may be found on the Premises in the future. Construction cleaning (Contractor "broom site in swept" leave Landscaping work of any kind. Temporary sanitation, power, or fencing. Correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Removal and replacement of existing rot or insect infestation. Repair of damage to roadways, sidewalks, driveways or lawns and other landscape items that occur when construction equipment and vehicles are being used in the normal course of construction. Owner is advised it is not uncommon to find damaged roof decking, masonry, carpentry and drain components that is concealed by existing roofing material. The costs to repair or replace any damaged items are not included in this Agreement unless specifically included in the Specifications. When tapered insulation is being installed by the Contractor to alleviate areas of the existing roof that pool or pond water on the roof, the Owner acknowledges and understands that executing these adjustments to areas that pool or pond water cannot always produce complete or 100% drainage due to directional roof slopes, drain locations, and/or the severity of the pooling or ponding deflection. Pooling and/or ponding over areas above and beyond a "bird bath" that remain for more than 72 hours after a rain fall during a typical 75 degree farenheight day will be adjusted by Contractor as an extra charge on a time and material basis or a proposed fixed cost. We reserve the right to leave base layers intact if removal is impractical by standard roofing practices.

The Contractor is not the architect, engineer, or designer. Contractor is not being hired to perform any of these services. To the extent that the Contractor makes any suggestions in these areas, the Owner acknowledges and agrees that Contractor's suggestions are merely options that the Owner may want to review with appropriate design professional for consideration. Contractor's suggestions are not a substitute for professional engineering, architectural, or design services, and are not to be relied on as such by Owner.

IV. PERMITS, PLANS, ENGINEERING or ARCHITECTURAL FEES, UTILITY CONNECTIONS FEES, AND SPECIAL TESTING FEES:

Owner is to provide direct payment to the people, expeditors or agencies for all of the services and permit fees in this paragraph. This Agreement does not include the actual fees or charges imposed by the appropriate public body(ies) for issuing those permits or for inspecting the progress of the work. CSR will provide the required information and schedule and procure the required permits, a fee of 15% of the above charges will be added for these services, the minimum charge is \$100.00. Specific architectural or engineering drawings or calculation required by the appropriate public body(ies) will be provided by the property owner / tenant to CSR as maybe requested or required.

V. DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION

Work will be scheduled upon receipt of the Agreement signed by Owner together with the required down payment and will be completed as scheduling and weather permits after issuance of any required permits. If the Contractor is delayed at any time in the commencement or progress of the work by weather conditions, an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation or arbitration, then the time to complete the work shall be extended by change order for such reasonable time as agreed by Owner and Contractor, or absent such agreement, for an equitable time. Owner specifically acknowledges that Contractor requires dry weather and temperatures above specified minimums, depending on the material involved, to properly and safely perform its work. Therefore periods of precipitation or cold will entail extensions of time for Contractor to perform.

VI. EXPIRATION OF AGREEMENT

This Agreement will expire 30 days after the date at the top of the page one of this Agreement if not accepted in writing by Owner and returned to Contractor within that time with required down payment. VII. WORK PERFORMED BY OWNER OR OWNER'S SEPARATE SUBCONTRACTORS

Any labor or materials provided by the Owner or by Owner's separate contractors or subcontractors while Contractor is still working on this project will not be supervised by Contractor. The Owner shall provide

for coordination of the activities of the Owner's own forces and of each separate contractor or subcontractor with the work of the Contractor. If the work or presence on the site of such other contractors or subcontractors delays or impedes the work of Contractor under this Agreement, Contractor shall be entitled to an extension of time to complete the work called for herein and shall be entitled to recover damages for such delay and any actual out of pocket additional expenses incurred by Contractor together with profit and overhead as provided for change orders.

VIII. CHANGE ORDERS

PEOPLE AUTHORIZED TO SIGN CHANGE ORDERS: The following people are authorized to sign Change Orders:

On behalf of Contractor: Mario Cairo, Peter Cairo or Liz Cairo

On behalf of Owner: ______ (Please fill in line above at time of signing Agreement)

IX. CONCEALED CONDITIONS

This Agreement is based solely on the observations Contractor was able to make of the existing structure in its current condition at the time this Agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this agreement was bid, Contractor will stop work and point out these concealed conditions to owner. Contractor is entitled to reasonable additional compensation to cover the cost involved with those concealed conditions together with reasonable overhead and profit on same. Such concealed conditions may include, but are not limited to, damaged roof decking, masonry, carpentry, drain components, or electric or other conduit concealed by existing roofing material.

X. AIR CONDITIONING CONDENSER UNITS

In the event that the existing air conditioning condenser units are disconnected and reconnected as part of the specified work. The Owner(s) understand that the roofing construction involves the lifting up and moving of the air conditioning condenser units to allow for the new roofing work. The Owner(s) also understands that sometimes, certain equipment like air conditioning units may not operate properly after being moved. Although Contractor will handle these units in a careful manner, Contractor cannot guarantee the continued operation of this equipment and is not responsible for its failure to perform.

XI. OWNER'S RESPONSIBILITY FOR JOB SITE CONDITIONS

All cars must be removed from along the building(s) driveways and garages from 7:AM. Until 5:PM beginning on the first day of work and continuing until the work is complete. Contractor's work will produce noise and vibration. Owner, employees, tenants and all residents of the Premises must take necessary precautions to secure all loose or unstable fixtures, pictures, merchandise, and breakable items. Nail pops and stress cracks in drywall or plaster, skylights and skylight gasket leaks, damaged electric and conduits hidden within the roofing are not the fault or responsibility of the Contractor. Ponding/pooling water due to deformation of the structure or damage to H.V.A.C. equipment not removed prior to the roofing project may occur and are not the fault or responsibility of Contractor. Contractor is not responsible for damage to items caused by noise or vibration produced by construction activity, or from the storage of materials or removal of existing roofing materials and its installation.

It is the responsibility of the Owners, Occupants, Tenants or Residents of the property to provide interior protection of all contents from dust, dirt and asphalt or coating drips. Which may occur as a result of the roofing work. Extra protection maybe necessary on exposed deck conditions. Owner(s), employees, residents or tenants of the Premises must stay clear of roofing materials and equipment at the job site and staging areas whether specifically marked or not. Owner and all employees or residents of the premises must move automobiles away from premises during construction activities. Contractor is not responsible for damage to deck or patio furniture, planters, toys, swing sets, or other items of personal property. Owner must remove those items or otherwise protect them during construction activities. Roofing construction may produce dust and asphalt smoke or fumes. Owner

must keep all windows and doors closed and properly sealed. Debris, which will develop around the premises, will be cleaned daily.

Television or cable wiring must be relocated off the roof to prevent its damage during construction. The Owner is responsible for such relocation and for proper reinstallation thereof.

XII. CHANGES IN THE WORK

During the course of the project, Owner may order changes in the work (both additions and deletions). The actual out of pocket cost of additions will be determined by the Contractor and the actual out of pocket cost of this additional work together with Contractor's profit and overhead on the same rate of 15% will be used to arrive at the net amount of any additional change order work. Contractor's profit and overhead, and supervisory labor will not be credited back to Owner with any deductive Change Orders (work deleted from Agreement by Owner). Any alteration or deviation from the Scope of Work referred to in the Contract Documents involving extra costs of materials or labor (including any overage on ALLOWANCE work) will be executed upon a written Change Order issued by Contractor and should be signed by Contractor and Owner prior to the commencement of any Additional Work. This Change order will become an extra charge over and above the Contract Price referred to at the beginning of this Agreement.

XIII. RATES CHARGED FOR ALLOWANCE-ONLY AND TIME-AND MATERIALS WORK

Roofer: MONDAY through FRIDAY \$110.00 per man hour, after 3:30pm \$152.00 per man hour. SATURDAY \$152.00 per man hour. SUNDAY \$194.00 per man hour. Holidays \$275.00 per man hour. Service orders include a \$110.00 truck / equipment charge, material cost plus 15% OH&P, all service crews consist of two persons, travel time is billed from the departure time from the previous property. Emergency calls; the time starts from the time the order is dispatched and terminates when the crew arrives back at the home base. Note: Contractor will charge for profit and overhead at the rate on all work performed on a Timeand-Material basis. (On both materials and labor rates set forth in this paragraph) and on all costs that exceed specifically stated ALLOWANCE estimates in the agreement.

XIV. PAYMENTS FOR CHANGE ORDERS

Payments for each Change Order are due 50% upon execution of the change order and 50% upon substantial completion of Change Order work.

XV. WORK STOPPAGE AND TERMINATION OF AGREEMENT FOR DEFAULT OR CANCELATION PRIOR TO START

Contractor shall have the right to stop all work on the project and keep the job idle if payments are not made to Contractor in accordance with the Payment Schedule in this Agreement, or if Owner repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, the Contractor must give owner written notice of the nature of Owners default and must also give the Owner a 14-day period in which to cure this default. If work is stopped due to any of the above reasons (or for any other material breach of contract by owner) for a period of 14 days, and the Owner has failed to take significant steps to cure this default, then Contractor may, without prejudicing any other remedies contractor may have, give written notice of termination of the Agreement to owner and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor, including Contractor's Profit and Overhead at the rate of $\underline{15\%}$ on the balance of the incomplete work under the Agreement. Thereafter, Contractor is relieved from all other duties, including all Punch List and warranty work.

Cancelation of the work / agreement after 5 days; will incur a cost of $\underline{15\%}$ of the contract amount, plus all restocking cost, fees and handling charges for returned materials or supplies purchased or ordered for the work. Unreturnable items and/or custom fabricated items will be delivered to the owner and charged to the owner accordingly.

XVI. CONFLICT OF DOCUMENTS

If any conflict should arise between the plans, specifications, addenda to plans, and this Agreement, then the terms and conditions of this Agreement shall be controlling and binding upon the parties to this Agreement.

XVII. CONTROL AND DIRECTION OF EMPLOYEES AND SUBCONTRACTORS

Contractor, or his appointed Supervisor, shall be the sole supervisor of Contractor's Employees and Subcontractors. Owner must not order or request Contractor's Employees or Subcontractors to make changes in the work. All changes in the work are to be first discussed with Contractor and then performed according to the Change Order process as set forth in this Agreement.

XVIII. MECHANICS LIENS

The law requires that the Contractor shall submit a sworn statement of persons furnishing materials and labor before any payments are required to be made to the Contractor.

XIX. INSURANCE

Owner shall pay for and maintain "Course of Construction" or "Builder's Risk" or any other insurance that provides the same type of coverage to the Contractor's work in progress during the course of the project. It is Owner's express of responsibility to insure the improvements located on the premises and all the work in progress against all damages caused by fire and Acts of God such as earthquakes, floods, etc. Risk of loss is on Owner.

XX. SUBCONTRACTORS

Contractor shall be entitled to subcontract all or a portion of the work provided for under this Agreement to subcontractors of its choice.

XXI. WARRANTY

The form of Contractor's Limited Warranty is attached to this Agreement and made a part of hereof.

No warranty on leak repairs unless specifically detailed in the scope of work.

No warranty is provided by Contractor on any materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process). All warranties are void if Owner/Owner's Agent fails to make all payments required to be made to the Contractor timely and in full (as defined in the Terms of the Agreement). The Contractor may at it's sole option choose to reinstate a void/cancelled Warranty when all payments/fees are paid in full, including a two thousand five hundred dollar reinstatement fee and the cost of any needed repairs, maintenance or roof inspection.

The express warranties contained in the attached limited warranty are in lieu of all other warranties, express or implied, including any warranties of merchantability, habitability, or fitness for a particular use or purpose. This limited warranty excludes consequential and incidental damages and limits the duration of implied warranties to the fullest extent permissible under state and federal law.

XXII. OWNER'S UTILITIES

During work Contractor may use Owner's utilities and all charges shall be Owner's responsibility.

XXIII. ENTIRE AGREEMENT

This Agreement and the matters expressly referred to herein, constitute the entire agreement of the parties and supersedes any and all prior undertakings and agreements of any kind between the parties. No understanding, warranties, undertakings or promises have been made by anyone with regard to the transaction subject to this Agreement and

none will be construed as part of it, unless they are incorporated in writing. Contractor is not and will not be bound by any stipulations, representations, agreements, promises, oral or otherwise, not printed in this Agreement. No subsequent amendments, modifications or changes whatsoever shall be effective or binding on either party unless in writing and executed by both Contractor and Owner.

XXIV. MISCELLANEOUS:

- (a) If any provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of the Agreement shall be construed as if such part were never included herein and shall in no way be affected or impaired thereby.
- (b) The headings of sections and paragraphs in this Agreement are for convenience or reference only, and shall not be construed to in any way limit or define the content, scope, or intent of the provisions hereof.
- (c) All notices and demands to be made hereunder, shall be in writing, and may be made by personal service, certified or registered mail, or by facsimile with copy by ordinary mail to Owner and Contractor at the address designated herein. For personal service and facsimile transmission, the date of delivery shall be the date of actual service or transmission thereof. Certified and Registered mail shall be deemed served two business days after deposit in the U.S. Mails, proper postage prepaid.
- (d) This agreement has been executed by Contractor and Owner on the dates following their signatures. This agreement shall be binding and effective as of the date of acceptance by Contractor.

If you care to have us proceed with the work as outlined above, please sign and return one copy of this letter-contract to us for our files and retain the other copy for your records.

The above proposal, its contents, and any related documents are considered the property of CSR Roofing Contractors, Inc. and are not to be used for any purpose without the prior written permission of CSR Roofing Contractors. Inc.

Respectfully,

Pete Cairo

Pete Cairo

CSR Roofing Contractors Inc.	
Owner:	
Authorized Cigophus	
Authorized Signature Print Name:	
Title:	
Dated:	

Chicago G.C. License Number GC052678C State License Number 104-000268 FEB 28, 2022





CHRIS RANIERI

120 Barrington Ave East Dundee, IL 60118









INTRODUCTION

Hello Chris,

Thank you for trusting Premier Group with your roof restoration.

Please find the estimate below along with the upgrade options for potential improvements to your project.

The following estimate is for: 1,600 SQ. feet of flat roof. Also, we'll put in 5 inches of Polyiso in and flash parapet wall only - PVC/TPO based on 3 sq. feet of material per linear foot.

We always want to provide the best value to our clients.

If you have any questions, please give me a call.

Financing available!

Kind regards,

Derron Swan 773-710-0696

premiergroupil.com

Marvel Group

When Marvel Group experienced persistent leaks in their manufacturing plants they were reluctant to file a claim. Instead, makeshift repairs failed repeatedly causing even more damage. After a free assessment we recommended opening a claim based on the damage observed. We began by temporarily repairing the area to protect the property and allow business to continue as usual while negotiating with the insurance provider. In the end, we successfully negotiated a final settlement adjusting the original payment offer from \$30,000 to a total of \$2.4 Million. Premier Group installed new Firestone TPO green roofing systems on two manufacturing plants which allowed business to continue without interruption for our client.

Lexington

The Lexington Commons Condo Association contacted Premier Group after a claim was only partially approved on one of their building's flat roofs. The settlement amount was well below what was needed to repair the damages. Gabriel Poblete, a senior Public Adjuster was assigned to this case. He carefully reviewed their policy, gathered evidence of the extensive roof damage, and created a detailed report for the insurance company. Using his years of expertise Gabriel negotiated from a minimum roof repair settlement of \$60,000 to a full reconstruction totalling over \$380,000. Premier Group removed the old roofing layers and siding which were badly damaged. We installed a new green roof backed by a 12-year warranty on both labor and materials. In addition, the insurance paid for new siding, gutters, windows, and doors, properly bringing the building up to code.

Aragon Ballroom

The Aragon Ballroom required extensive repairs to become operational again after heavy snowfall caused a roof failure and partial wall collapse. With a full summer lineup of concerts planned, the owners hoped to have repairs completed by August 1st, 2021. Our team assessed the building, installed canopies around the perimeter to protect patrons, and completed emergency repairs to prevent further damage. We removed all the rotten decking, roofing, drains, and gutters. Then we redesigned portions of the roof to ensure a healthier overall roofing system, installing new gutters around the perimeter and installing tapered insulation to ensure proper water flow for better drainage. We worked closely with the city of Chicago to ensure compliance with code changes and guarantee the repairs were completed safely and on schedule. We removed and rebuilt all brick sections around parapet walls and reinforced them with termination bars to prevent moisture from penetrating the newly installed roofing system. We completed the project by installing a full new TPO roof with a 20-year NDL Manufacturer Warranty.

INSPECTION

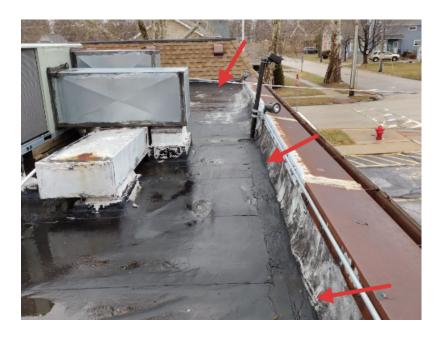


We will add a TPO roofing system over your 1,600 sq. feet of roof. Mechanically attached.

TWO LAYERS OF POLYISO THERMAL INSULATION - WITHIN YOUR CITY CODE R30



We will add two layers of Polyiso thermal insulation over your entire roof so you are within your city code.



FLASH PARAPET WALL



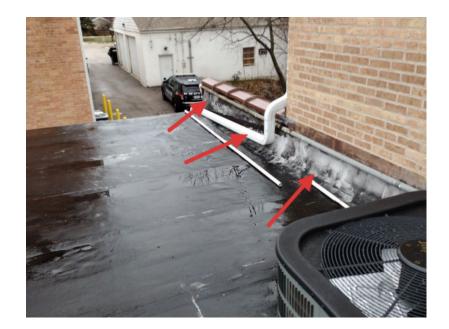
Flash parapet wall only - PVC/TPO based on 3 square feet of material per lineal foot.

DETACH AND RESET GUTTERS



Detach and reset gutters. Note!! 31 feet section of gutter attached to coping is getting discarded.

METAL COPING



Wall metal coping.

TERMINATION BARS



We'll add termination bars.

DETACH AND REATTACH YOUR HVAC SYSTEM



We need to elevate the HVAC unit and bring it back down 5 inches over the roof.

ESTIMATE

Premier Construction, Inc.

140 W Lake St Bloomingdale, IL 60108 (630) 590-9305

Catherine Jane Gil (703) 901-0914 jane@premierchi.com



Chris Ranieri *Village of East Dundee* Chris Ranieri

Estimate #

2189

Date

2/24/2022

120 Barrington Ave

East Dundee, IL 60118

Description	Unit of Measure	Qty	Price	Amount
ROOFING MEMBRANE				
TPO Roofing System .060 MIL Mechanically Attached	SQ	16.00	\$402.50	\$6,440.00
CUSTOMIZED ITEMS				
Tear off layer/s of roof system	SQ	16.00	\$125.00	\$2,000.00
Polyisocyanurate Thermal Insulation	2.6"	16.00	\$422.80	\$6,764.80
Polyisocyanurate Thermal Insulation	2.6"	16.00	\$422.80	\$6,764.80
Flash parapet wall only - PVC/TPO based on 3 square feet of material per lineal foot	LF	69.00	\$26.00	\$1,794.00
Gutters K Style	5"	47.00	\$24.50	\$1,151.50
ADDITIONAL ITEMS				
Flash penetrations (includes boots, pipe vents, masts, etc.)	EA	1.00	\$235.30	\$235.30
Dumpster container for debris removal - (1 dumpster is approximately 15 SQ)	EA	1.00	\$570.00	\$570.00
To add layer of wood liner around perimeter. (x layers) wood liner needed to lift coping on both side in order to pitch towards flat roof. At owners request	LF	31.00	\$23.90	\$740.90
Wall Metal Coping	LF	31.00	\$36.50	\$1,131.50
Termination Bars	LF	45.00	\$23.00	\$1,035.00
SAFETY				
Supervision (Project Manager, Superintendent, etc.)	DAY	3.00	\$430.00	\$1,290.00

LICENSED • BONDED • INSURED IL LIC. #104.018264 GC LIC. #TGC106781

Sub Total	\$29,917.80		
Total	\$29,917.80		

The only way to reduce this price is to change systems or reduce Iso amount. But be advised this is a City building. This is a price Based off his specifications give by Customer Chris Rainier

This is an estimate in good faith for a professional and high quality job using industry prices. We provide a limited labor warranty of 1 year. Material warranty is provided by manufacturer (optional for purchase). This estimate is good for 30 days. Any unknown or unseen expenses not included in this estimate will be added with the approval of the customer.

Thank you for choosing Premier Group



Referral Certificate

Refer Friends, Get Paid.

Redeem this voucher for credit or a gift card with Premier Group. Earn \$250.00 for each commercial referral, and \$150.00 for each residential property referral, once each client has signed a contract of work with Premier Group.

How it works:

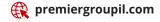
Fill in the contact information below or on our website www.premiergroupil.com/referral for your residential or commercial property referral. We at Premier Group will contact them to schedule a comprehensive inspection of their building, free of charge. You earn rewards with Premier Group upon the receipt of a signed work order from your contact. There is no limit to how many referrals you may submit. Just our way of saying thanks!

Your Full Name	
Your Email	
ONE	
Referral Phone	Referral Email Address
TWO	
Referral Full Name	
Referral Address	
	Referral Email Address
THREE	
Referral Full Name	
	Referral Email Address
Acknowledgments and General Con	nsent (please initial below):
I acknowledge that I am subr	mitting my referral's contact information with their knowledge
	standing that Premier Group may contact them.





Like it, love it, want more of it? Share your experiences with Premier Group on Google by scanning the code on the left.





WARRANTY



This document warrants that should a defect in workmanship, related to the work completed by Premier Group, occur within 2 years of the project, Premier Group will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which Premier Group fully replaced any existing products, and does not cover repairs or service done to another contractor's work. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

Customer

Chris Ranieri

Project address

120 Barrington Ave, East Dundee, IL

Date Project Completed

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Thank you again for choosing Premier Group to complete work on your property.

Please leave a review of us on Google!

We hope you fill out our referral sheet if you are satisfied with our work and would like to earn some extra cash.

Gabriel Poblete - General Manager

Our

PORTFOLIO

Aragon Ballroom

1106 W Lawrence Ave. Chicago, IL 60640

Motorworks Chicago

1901 S Western Ave.

FEDECMI

1638 S Blue Island Ave.

Avenue Food Mart

6850 W Belmont Ave.

El Palacio de la

Naturaleza

3111 W Cermak Ave Chicago, IL 60623

Henning Gasket &

Seals Inc.

2850 Cullerton St.

Fullness Presbyterian

Church

4053 N Keeler Ave. Chicago, IL 60641

Federacion De Clubes Unidos Zacatecanos En

Illinois

4145 S Kedzie Ave.

Carniceria la Gloria

2551 W 51st

La Azteca

3018 W Cermak Rd. Chicago, IL 60623

Fiesta Tapatia

Restaurant

2752 W Cermak Rd.

Vinata

3124 W Cermak Rd.

Galaxy Realty Inc.

15341 S 70th Ct. Chicago, IL 60462

Family Dollar

2118 W Cermak Rd. Chicago, IL 60608

SipNPaint

Chicago, IL 60630

Marvel Group

3843 W 43th St Chicago, IL 60632

B&D Machines

5025 S Homan Ave,

Carlisle

435 E Butterfield Rd. Lombard, IL 60148

Greystone

3504 S Western Ave Chicago, IL 60609

Pioneer Foods & Liquor

3959 W Armitage Ave. Chicago, IL 60647

GMA

3520 S. Morgan

Lexington Commons

Big Rig Oil

2756 W 35th St CHICAGO, IL 60630

Lakeshore Adjusting

Wood Dale, IL 60191

Ecoshield

109 First St. Bloomingdale, IL 60108

Windsor Tavern

4530 N Milwaukee Ave.,

Babes Bar & Grill

4416 N Milwaukee ave

Riverside

3144 S Harlem Ave Riverside, IL

Enterprise

Naperville, il 60563

John's Lavanderia

1856 S Ashland Ave.

American Import Tiles

7000 Wheeler Dr. Orland Park, IL 60462

Jim Apostolu

5025 S Homan Ave,

VEI

15539 S 70th Crt. Orland Park, IL 60462

Mi Tierra

258 S Kedzie Ave.

Pullman National

Monumnet

10925 S Cottage Grove







PRIOR TO AUTHORIZATION

CONSTRUCTION AGREEMENT

This construction agreement (the "Agreement" or "Contract") is made and entered into effective the date fully executed below by and between Premier Contractors, Inc. ("Contractor"), Illinois Roofer's License Number 104018264, whose current address is: 140 W Lake Street, Bloomingdale, IL 60108 and (SUMOQUOTE COMPANY NAME) ("Owner" or "Customer") whose current address is (SUMOQUOTE CUSTOMER ADDRESS).

Contractor and Customer hereby agree as follows:

1. DEFINITIONS

- "Customer's Representative" means any person who has authority to act as or on behalf of the Customer, including, any engineer or architect retained by the Customer.
- <u>"Person"</u> includes any business entity, group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, any governmental authority, as well as a natural person.
- "Plans and Specifications" means the plans, specifications, and/or design documents, including drawings, schematics, instruments of service, and drafts.
- "Project" means the improvements made to the Property.
- · "Property" means the real property and improvements located at: (SUMOQUOTE CUSTOMER ADDRESS)

2. RECURRING WORDS.

As used in this Agreement, (a) the word "or" is not exclusive, (b) the words "consent" and "approval" are synonymous, (c) the word "including" is always without limitation, (d) all monetary amounts are denominated in United States dollars, (e) neuter words should be construed to include correlative feminine and masculine words, (f) words in the singular number include words in the plural number and vice versa.

3. WORK DESCRIPTION.

The scope of work (the "Work") is contained and limited to the provided estimates and quote details. All Work performed by Contractor shall be performed in conformance with the Plans and Specifications and the requirements of this Agreement without defect, and shall meet or exceed all state and local building codes. All material, equipment, or other warranties required under this Agreement shall be issued to Owner, or be transferred to Owner upon final payment, and shall commence upon substantial completion of the Work of this Agreement, with the exception that the manufacturer's roof material warranty shall: (a) issue or be transferred to Owner under the terms of the manufacturer's roof warranty; and (b) commence the term of its coverage according to the terms of the manufacturer's roof material warranty. Contractor shall have sole control of the means and methods of performing the Work of this Agreement.

4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

Time is of the essence of this Agreement. The Work of this Agreement shall commence within seven days of payment by Owner to Contractor of the initial deposit as outlined in the Payment Schedule attached. The contractor shall achieve

substantial completion of the Work of this Agreement, subject to adjustment in the event of force majeure events as defined in Section 16 of this Agreement.

5. AUTHORITY.

Contractor and Customer each represents and warrants that it has the authority to enter into this Agreement.

6. CONTRACT PRICE.

Customer agrees to the price listed in "Quote Details" upon signature by the requirements of this Agreement. Progress payments shall be made upon achievement of milestones according to the schedule outlined in the Payment Schedule (Exhibit B). The parties acknowledge that the dates provided in Exhibit B are estimates, and payment will be due when the milestone is actually achieved whether the date of achievement is earlier or later than the date outlined in the Payment Schedule. With each payment request, Contractor shall furnish documentation that it has reached the milestones outlined in the Payment Schedule and other documentation reasonably requested by Owner including but not limited to: (a) a sworn statement from Contractor consistent with the requirements of Section 5 of the Illinois Mechanics Lien Act; (b) unconditional lien waivers from Contractor for the current progress payment; (c) unconditional lien waivers from Contractor's subcontractors, suppliers, and materialmen; (d) any documents requested by Owner to document Contractor's change order requests; and (e) any documents required by Owner's lender or construction escrow agent if any (all documents required to be submitted by Contractor for payment is a "Payment Application").

Owner shall have 21 days in which to review and approve Contractor's Payment Application and 14 days after approval in which to make payments of approved amounts. Owner shall review Contractor's Payment Application and pay Contractor the amounts required by the Illinois Contractor Prompt Payment Act within the times required by the Illinois Contractor Prompt Payment Act unless stated otherwise in a written agreement by the parties. Customer agrees and acknowledges that it is responsible to pay for all written Owner-approved changes and written Owner-approved additional work performed, including, without limitation, replacement of decking, fascia boards, roof jacks, ventilators, and flashing. Seven days after the Customer's approval of a payment request, payments not timely made shall accrue interest daily at the rate of ten percent (10%) per annum, not to exceed the maximum amount of interest allowed under the Illinois Contractor Prompt Payment Act. Payments received shall be applied first to interest on all outstanding invoices and warranty and/or punch list Work if Customer fails to timely pay Contractor, and Owner does not cure its failure within three business days of Contractor's written notice of its intent to not perform Work.

The contractor may cease all Work if the Customer fails to adhere to the payment provisions of this Agreement and the Owner does not cure its failure within three business days of the Contractor's written notice of its intent to avail himself of a claimed remedy. By signing this Agreement, the Customer gives the Contractor the right to obtain a credit check on the signatory. Customer agrees that Contractor's written estimate is the basis of the Contract Price.

Rights and remedies available under this Agreement shall be in addition to and not a limitation of rights and remedies available to the parties at law and in equity including, without limitation, all rights and remedies at common law for breach of contract. This agreement shall be governed by the laws of the State of Illinois. Any dispute arising out of or related to this agreement shall be resolved by litigation in the county where the Property is located.

Should either party employ an attorney to institute litigation to enforce any of the provisions hereof, to protect its interest in any matter arising under, arising out of, or related to this Agreement, the prevailing party shall be entitled to recover from the other party all of its reasonable attorney's fees, costs, and expenses (including but not limited to amounts paid to consultants and expert witnesses), incurred through trial and/or arbitration, appeals, and any bankruptcy proceeding.

The construction industry is currently experiencing price and availability volatility concerning the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers.

If there is an increase or decrease in the actual cost of the materials identified in the Cost Documentation charged to the Contractor more than five (5%) percent after making this Agreement, Contractor will submit written documentation of the changed materials cost to the Owner and, upon receipt of a written change order by Owner agreeing to modify the Contract Price by the change in the cost of materials charged to Contractor, Contractor shall proceed to obtain the subject materials and proceed with the Work.

Should concealed or unknown conditions be at variance with conditions indicated in the description of the Work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement and could not have been discovered by a reasonable observation of the Property by Contractor before the commencement of the Work, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer and Contractor providing documentation of the nature and extent of the concealed or unknown condition and the cost of performing work required by the presence of the concealed or unknown condition.

- (b) Customer acknowledges that in the course of construction, certain changes, deviations, or omissions in the design of the Project may occur or may result because of the particular conditions of the job, lender requirements, and/or governmental authorities having jurisdiction over the Project.
- (c) If materials to be used in the construction of the Project become unavailable, the Contractor reserves the right to propose to substitute substantially equivalent materials for the unavailable materials subject to the Owner's express written approval. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after this Contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the Contract time shall be extended to reflect the duration of time that the Contractor is delayed solely by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute subject to Owner's express written approval. To the extent an available substitute is proposed by the Contractor under this provision, any difference in the cost between the originally specified material or equipment and its substitute shall change the Contract Price as outlined in Paragraph 6 of this Agreement. Due to material shortages, the Contractor may experience delays related to the inability to timely obtain materials for this Project. In the event of such a delay, Contractor shall notify Owner, and Owner agrees to provide Contractor with an extension of time for any delay solely attributable to the temporary inability to obtain materials
- (d) Based upon the foregoing, only upon Owner's advance express written approval Contractor may undertake to perform changes, deviations, or omissions required by the particular conditions of the job, lender's requirements, or governmental authorities, and to make changes and substitutions of materials of equal or greater quality than those specified on the Plans and Specifications. Customer agrees to pay for all advance express written approved changes, deviations, or omissions required for the Project.

7. SEALED ATTIC LIABILITY EXCLUSION.

Contractor disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment.

8. CONTRACTOR'S INSURANCE.

Contractor shall maintain commercial general liability and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the Project contemplated by this Agreement, but in no event less than \$2,000,000 per occurrence/\$4,000,000 aggregate for Commercial General Liability and \$1,000,000 single limit for automobile liability insurance, which limits may be met by a combination of primary and excess coverage. Contractor shall cause Owner to be added as an additional insured on a primary, non-contributory basis to Contractor's Commercial General Liability insurance coverage for ongoing operations and completed operations using ISO Form 20 10 10 01 and ISO Form 20 37 10 01 or equal expressly approved by Owner. Customer may secure additional insurance to protect itself from liability from claims which may arise during the performance of this Agreement, and Contractor encourages Customer to do so if Customer is uncomfortable with Customer's or Contractor's existing coverages.

10.BUILDER'S RISK INSURANCE.

Customer shall obtain, before performing any Work under this Agreement, and shall maintain until the substantial completion of construction and a final payment of the contract price, property insurance commonly referred to as "Builder's Risk" insurance, in the amount of the full insurable value of the Work performed at any point during construction, insuring on an all-risk policy form against the perils of fire and extended coverage and physical loss or damage, including coverage for theft, vandalism, and malicious mischief. This insurance shall name Customer as to the insured and shall include Contractor and, if applicable, Customer's lender as "additional insureds."

Notwithstanding Owner's procurement of Builder's Risk Insurance, Contractor is responsible for all security and protection of its Work under this Agreement and will be solely liable for all physical loss or damage, including loss or damage caused by theft, vandalism, and malicious mischief to the Work of this Agreement unless caused by Owner or those for whom Owner is responsible.

11.WAIVER OF SUBROGATION

Customer and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance.

12.TERMINATION BY OWNER.

(a) Termination for cause. Owner shall give Contractor at least seven (7) days written notice and the opportunity to cure (or commence to cure if not capable of cure within seven days), before declaring Contractor in default of this Agreement.

In the event that Owner terminates this Agreement for cause as a result of Contractor's default, Owner shall be entitled to enter the Property and complete the Work of this Agreement in the manner Owner deems expedient, including but not limited to use of the

materials, and equipment paid for by Owner to complete the Work, hiring a completion contractor, or other method of completion. The contractor shall not be entitled to payment of any sums under this Agreement until the Work of this Agreement is completed. The contractor shall be entitled to be paid for work completed through the date of termination. In the event that the Owner's cost of completion is greater than the unpaid sums under the Agreement, the Contractor shall promptly pay the difference upon demand by Owner.

(b) Termination for convenience. The owner may terminate this Agreement for the Owner's convenience and without cause. Upon receipt of notice from Owner of the such termination for Owner's convenience, Contractor shall cease operations as directed by Owner in the notice, take actions necessary or as directed by Owner for the protection and preservation of the Work, and terminate all existing subcontracts and purchase orders, and enter into no further subcontracts and purchase orders. In case of termination by Owner for convenience, Owner shall pay Contractor for Work properly executed as of the date of the notice of termination and for costs incurred as a result of the termination, including overhead and profit on the Work completed.

13.CUSTOMER'S DEFAULT.

Customer shall be in default of this Agreement upon any of the following occurrences:

- (a) Customer fails to provide access to the job site or materially interferes with construction;
- (b) Customer fails to make timely payment under the terms of this Agreement; or
- (c) Customer otherwise violates a material provision of this Agreement.

Upon default by Customer under Section 14(a) or Section 14(c), after providing seven (7) days written notice and opportunity to cure to Customer (or commence to cure if not capable of cure within seven days), Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies. Upon default by Customer under Section 14(b), in the event Customer does not cure said default within three business days of receipt of Contractor's written notice, Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies.

14.NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary. Notwithstanding the foregoing provision, Owner is an intended beneficiary of all manufacturer's and other warranties required to be given to Owner, including but not limited to the labor & material warranty to be provided by the manufacturer and transferred by Contractor to Owner upon completion of the Work of this Agreement and Contractor has been paid for the Work covered by the warranty.

15. FORCE MAJEURE.

Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, unreasonable delays in obtaining materials, fires, winds of 65 mph or greater, hurricanes, and other weather conditions, strikes, war, the occurrence of COVID-19 or other pandemic resulting in work restrictions imposed by an authority having jurisdiction greater than those in effect as of the date of this Agreement, or other causes beyond Contractor's reasonable control. The contractor's sole remedy in the event of one of these occurrences shall be an equitable adjustment to the time to complete the Work of this Agreement.

16. INTEGRATION CLAUSE.

This Agreement contains all of the representations, warranties, and promises of the Contractor (with the exception that the parties agree that the roof warranty shall be issued by the roof material manufacturer according to its warranty terms). No agent or representative of the Contractor is authorized to make any representation or promise on behalf of the Contractor other than those contained herein.

18. DISCLAIMER.

Customer acknowledges that Contractor may be repairing work that was previously damaged by mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the Work performed by Contractor on the Project. Upon Contractor's discovery of a Pre-Existing Condition, Contractor shall give notice of the discovery of the Pre-Existing Condition to Owner. The owner shall be responsible for additional work required to be performed to correct Pre-Existing Conditions.

In addition, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents, or allergens (collectively referred to as "Mold") that are Pre-Existing Conditions.

19. MISCELLANEOUS

- (a) Complete Agreement: This Agreement constitutes the sole and entire agreement between the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing signed by both parties. Each provision of this Agreement is severable from every other provision, and if any provision is unenforceable, the remainder of the Agreement will remain valid and enforceable. This Agreement shall inure to the benefit of the heirs, personal representatives, successors, and assigns of Contractor and Customer respectively as permitted. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement.
- (b) Effective Date: The effective date of this Agreement ("Effective Date") will be the date when the last one of the Customer and Contractor has executed this Agreement, provided that the Agreement is fully executed and delivered by Customer and Contractor. This Agreement may be executed in counterparts, and the counterparts collectively shall constitute the Agreement. A facsimile copy of this Agreement and any signatures on this Agreement shall be considered for all purposes as originals, but any party executing by a facsimile agrees to deliver a copy containing original signatures following such facsimile transmission at the request of the other party.
- (c) Notices: Any notice required or permitted to be delivered under this Agreement shall be personally delivered, or sent via commercial overnight courier providing proof of delivery (including but not limited to FedEx and UPS Overnight Delivery), or mailed by certified mail or registered mail, return receipt requested, to the parties at the addresses set forth in the introductory paragraph of this Agreement and shall be effective upon personal delivery, the day after the deposit of the notice with a commercial overnight courier, or two (2) days after the deposit of the notice with the United States Postal Service.
- (d) This Agreement incorporates by reference the Final Quote as Exhibit A, the Payment Schedule as Exhibit B, and the Cost Documentation as Exhibit C, and any warranties provided by Contractor in writing. In the event of a conflict between those documents, this document controls and takes precedence. By signing this Agreement, the Customer acknowledges that it has received and reviewed all the documents referenced in the Agreement.
- (e) All proposals provided by the Contractor are void 90 days after acceptance unless extended in writing. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the Worksite, and the Work area adjacent to the structure. The contractor is not liable and the Customer is solely liable for work installed by any

person other than the Contractor unless otherwise specified by the Contractor in this Agreement.

- (g) Agreement in substantially the same condition as Contractor received it (reasonable wear and tear consistent with its use in the course of the Work of this Agreement excepted). It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision, or neighborhood regulations that might relate to or restrict the improvements under this Agreement. The contractor shall have no liability or responsibility for any such non-conformity with such restrictions or requirements.
- (h) Contractor shall not be responsible for water intrusion through areas of the roof where Contractor has not performed Work. The contractor shall not be responsible for water intrusion through areas of the roof where the Contractor has performed Work if the water intrusion could not have been prevented by the performance of the Work in a good and workmanlike manner in accordance with the requirements of this Agreement.
- (i) In the event a dispute arises about the quality of the Work the parties shall retain a qualified design professional acceptable to each party to render a decision about the quality of the Work and whether it meets the requirements of this Agreement. If the parties are not able to agree upon a qualified design professional within seven days of notice of a dispute about the quality of the Work (or within a reasonable shorter time if there is an emergency condition requiring evaluation and remediation) the parties shall be able to proceed with dispute resolution without obtaining the decision identified in this paragraph.
 - (j) Customer shall allow Contractor to post its sign and advertise at the Project location during construction.
- (k) Owner hereby represents and warrants that: (1) he/she/it is not a "public body" or a public building or public works subject to federal funded or assisted contracts, within the meaning of the Davis-Bacon and Related Acts ("DBRA) or the Illinois Prevailing Wage Act ("PWA"); (2) the Work to be performed by Contractor, as set forth in this Contract, does not involve "public works" within the meaning of the DBRA or PWA; (3) Owner has not received, and will not be receiving, any federal funded or assisted contracts or public funding from any federal or public body (including but not limited to bond funding, loans, grants, lease payments, or payments made pursuant to any rental agreements) in connection with the ownership, operation, management, control, or oversight of the Property upon which Contractor's Work is to be performed or in connection with any Work being performed upon said Property; (4) Owner is not otherwise covered by the DBRA or PWA in connection with the Work to be performed by Contractor; and, (5) the Work to be performed for Owner by Contractor is not otherwise covered by the DBRA or PWA. It shall be a material breach of this Agreement if the Work is finally determined to be subject to DBRA or PWA

AUTHORIZATION

Quote Details \$24,440.40 Name: Chris Ranieri

Address: 120 Barrington Ave, East Dundee, IL

Estimates valid for 30 days from date of estimate.

Optional Upgrades

	Description	Qty	Unit price	Line total
	Warranties (20 Labor and Material)			
	Maintenance Package 2 year	1	\$1,600.00	\$1,600.00
Cus	tomer Comments / Notes			
Chris	Ranieri:		Date:	

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices. I hereby authorize Premier Group to perform the work in accordance with the terms and conditions as set forth above, and represent that I am empowered to authorize service on the premises listed here and I agree to pay according to the Terms.

Lexington Commons Condominiums Association

We met with representatives from the Lexington Commons Condo Association after they had already placed a claim for the large flat roof on one of their buildings. The insurance company only agreed to a partial payment for the roof, and the settlement amount was well below what was needed to repair the building damages. Further negotiations proved unsuccessful, so the association reached out to Premier Group to see if we could help them with their situation.

Gabriel Poblete, a senior Public Adjuster was assigned to this case. He carefully reviewed their policy, gathered evidence of the extensive damage sustained throughout the roof, and created a detailed report to send to the insurance. The insurance provider only offered a minimum roof repair settlement of \$60,000. Using his years of expertise and knowledge Gabriel negotiated on behalf of the Lexington Commons Condo Association to secure them a full reconstruction on the property totaling over \$380,000.

Premier Group removed the old roofing layers which were badly damaged and covered in rot, as well as the siding which showed signs of storm damage. We installed a new green roof backed by a 12-year warranty on the labor and materials. In addition, the insurance paid for new siding, gutters, windows, and doors, bringing the building up to code. The association was thrilled with the results and overjoyed to receive a full remodel far beyond their expectations, without having to pay above their small deductible.





We're here for you, every step of the way, to provide peace of mind and security in your biggest investment.



Phone 630-590-9305

Adress 140 W. Lake Street

Bloomingdale, IL 60108

Website www.premeirgroupil.com

			report dates: 1/ 1/		,2022	Wai 20, 2022 12:001 W
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
AFTERMATH						
JC2022-8149	CLEANING SQUAD	03/16/2022	155.00		01-21-5120	
Total AFTE	RMATH:		155.00			
AMALGAMATED	BANK OF CHICAGO					
1854833002 20	ADMIN FEE 22/23	03/01/2022	350.00		39-01-5810	
	ADMIN FEE 22-23	03/01/2022	350.00		39-01-5810	
T-4-1 ABAA1	CAMATED BANK OF CHICAGO.		700.00			
Iotal AMAL	GAMATED BANK OF CHICAGO:		700.00			
	AL PUBLISHING CORPORATION	0.4.10.4.10.000			0.4.10.5000	
14677 - R	CODES & ORDINANCE UPDATE	01/31/2022	60.00	=	01-12-5260	
Total AMER	RICAN LEGAL PUBLISHING CORPO	RATION:	60.00			
AT&T						
031322	ATT W/S	03/13/2022	227.41		60-33-5320	
Total AT&T:			227.41			
BATTERIES PLU	S					
49780705	UPS BATTERIES	03/16/2022	111.34		60-33-5611	
Total BATTI	ERIES PLUS:		111.34			
BLUE CROSS BI	LUE SHIELD					
040122	BCBS ADMIN	04/01/2022	2,646.37		01-12-5060	
040122	BCBS FIN	04/01/2022	609.39		01-14-5060	
040122	BCBS PD	04/01/2022	18,110.32		01-21-5060	
040122	BCBS BLDG	04/01/2022	1,652.97		01-25-5060	
040122	BCBS PW	04/01/2022	5,026.78		01-31-5060	
040122	BCBS EMP CONTRIB	04/01/2022	2,292.73		27-01-2207	
040122	BCBS COBRA	04/01/2022	5,636.85		27-01-2210	
040122	BCBS 03/21 RETIREES INS PMT	04/01/2022	6,448.78		27-01-2210	
040122	BCBS WTR/SWR	04/01/2022	6,682.19		60-33-5060	
Total BLUE	CROSS BLUE SHIELD:		49,106.38	•		
BRANDISS MAR	TIN C/O PETTY CASH - PD			=		
031722	KCPA LUNCHEON	03/17/2022	20.00		01-21-5420	
Total BRAN	IDISS MARTIN C/O PETTY CASH - F	PD:	20.00	=		
CINTAS FIRST A	ID & SAFETY					
4113649054	MATS - VH	03/16/2022	26.59	-	01-12-5110	
Total CINTA	AS FIRST AID & SAFETY:		26.59			
COM ED						
031522	GENERAL VILLAGE	03/15/2022	135.94		01-31-5510	
031522	TRAFFIC LIGHTS	03/15/2022	196.08		28-01-5510	
Total COM	ED:		332.02	•		
COMCAST						
142657385	COMCAST	03/15/2022	471.89		01-12-5320	

			report dates: I/ II			Wai 20, 2022 12:001
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total COMC	CAST:		471.89	-		
DUNDEE NAPA	ALITO DARTS			-		
406373	FOR SALT SPREADER - 35	03/15/2022	1.86	-	01-31-5160	
Total DUND	EE NAPA AUTO PARTS:		1.86	-		
DW-SERVANT FU 1 032522	JND (EAST DUNDEE) LLC BDD DUNDEE GATEWA	03/25/2022	4,166.67	-	33-01-5876	
Total DW-S	ERVANT FUND (EAST DUNDEE) LL	C:	4,166.67	-		
FEHR GRAHAM						
105679	EGINEERING FEE CHRISTIN& H	02/28/2022	1,314.50	-	85-01-2381	
Total FEHR	GRAHAM:		1,314.50	-		
GALLS AN ARAN	MARK COMPANY					
20688902	RAIL MOUNT	03/16/2022	120.44		01-21-5630	
20732702	USB BATTERY CORD/HOLSTE	03/22/2022	105.40	-	01-21-5630	
Total GALLS	S AN ARAMARK COMPANY:		225.84	_		
GOVTEMPS USA	, LLC					
3920627	DANIELA PARTIPILO	03/10/2022	1,512.00	=	01-12-5290	
Total GOVT	EMPS USA, LLC:		1,512.00	-		
H&H ELECTRIC	co.					
38642	STREET LIGHT MAIN	01/31/2022	302.00	_	01-31-5150	
Total H&H E	ELECTRIC CO.:		302.00	_		
HELPING HAND	IT					
22-39872	IT SERVICES	03/18/2022	1,168.75	-	01-12-5286	
Total HELP	ING HAND IT:		1,168.75	_		
HOME DEPOT						
031322	HANGING WHITE BOARD	03/13/2022	33.45		01-21-5121	
031322	PD WHITE BOARD	03/13/2022	9.76	-	01-21-5610	
Total HOME	E DEPOT:		43.21	_		
ILLINOIS ASSOC	OF CHIEFS OF POLICE					
10556	MEMBERSHIP JH	03/18/2022	115.00		01-21-5410	
10563	MEMBERSHIP AR	03/21/2022	115.00		01-21-5410	
10570	ILACP CONFERENCE SS	03/22/2022	299.00	-	01-21-5430	
Total ILLING	DIS ASSOC OF CHIEFS OF POLICE	:	529.00	_		
O31622	IPAL TREASURER ASSOCIATION MEMBERSHIP FEE	03/16/2022	70.00	-	01-14-5410	
Total ILLING	DIS MUNICIPAL TREASURER ASSO	CIATION:	70.00			
				-		

			Report dates. 4/4/	12022-4/4	12022	IVIAI 25, 2022	12.33510
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number		
ILLINOIS PUBLIC	O DICK FUND						
		00/44/0000	004.00		04.40.5500		
72519	W/C ADMIN	03/14/2022	604.28		01-12-5520		
72519	W/C FIN	03/14/2022	202.76		01-14-5520		
72519	W/C PD	03/14/2022	2,534.50		01-21-5520		
72519	W/C BLDG	03/14/2022	253.45		01-25-5520		
72519	W/C W/S	03/14/2022	506.90		01-31-5520		
72519	W/C PW	03/14/2022	963.11	•	60-33-5520		
Total ILLING	OIS PUBLIC RISK FUND:		5,065.00	-			
J.G. UNIFORMS,	INC						
95931	UNIFORM JK	03/14/2022	272.25		01-21-5080		
96078	UNIFORM BM	03/16/2022	493.05		01-21-5080		
96088	UNIFORM BM	03/16/2022	242.95		01-21-5080		
				-			
Total J.G. U	INIFORMS, INC:		1,008.25				
JESSICA MARIN	os						
031422	MILAGE TO TRAININ	03/14/2022	27.72		01-21-5420		
Total JESS	ICA MARINOS:		27.72				
		_		-			
	CHIEF'S OF POLICE ASSOCIATION		E0.00		04 04 5440		
123121	MEMBERSHIP SS	12/31/2021	50.00		01-21-5410		
Total KANE	COUNTY CHIEF'S OF POLICE A	SSOCIATIO:	50.00	-			
KLEIN, THORPE	AND JENKINS, LTD						
031722	PROF SERV GEN	03/21/2022	3,872.00		01-12-5230		
031722	POLICE LEGAL SERV	03/21/2022	44.00		01-21-5230		
031722	PW LEGAL SERV	03/21/2022	1,466.90		01-31-5230		
031722	TIF #2 DUNDEE CROSSING	03/21/2022	374.00		36-01-5230		
031722	TIF #6 - RTE 25 S	03/21/2022	154.00		46-01-5230		
031722	W/S LEGAL	03/21/2022	1,466.90		60-33-5230		
031722	590 HEALY RD	03/21/2022	176.00		85-01-2395		
Total KI EIN	I THORDE AND IENVING LTD.		7 552 90	-			
IOIAI NEEIN	I, THORPE AND JENKINS, LTD:		7,553.80				
MENARDS - CAR	RPENTERSVILLE						
87498	VILLAGE HALL MAINT	03/17/2022	147.17		01-12-5110		
Total MENA	ARDS - CARPENTERSVILLE:		147.17				
MIDWEST SALT							
463022	W CHEMICALS - SALT	03/21/2022	2,714.10		60-33-5650		
Total MIDW	EST SALT:		2,714.10				
				-			
P.F. PETTIBONE 181882	BADGE JK	03/16/2022	101.50		01-21-5080		
101002	DADGE JK	03/10/2022	101.50	-	U 1-∠ 1-0U0U		
Total P.F. F	PETTIBONE:		101.50				
POWER DMS							
17768	POLICY MGMT SOFTW	03/18/2022	3,557.86		01-21-5130		

			rtoport datoo. I/ I/	, 2022 1, 1	72022	Wai 20, 2022 12.00
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total POWI	ER DMS [.]		3,557.86	-		
Total POWER DMS:				-		
		02/40/2022	050.05		04 40 5000	
031922 031922	ADMIN VIS DENT LIFE	03/19/2022	256.85 128.49		01-12-5060 01-14-5060	
	FIN VIS DENT LIFE PD VIS DENT LIFE	03/19/2022				
031922		03/19/2022	1,481.71		01-21-5060	
031922 031922	BLDG VIS DENT LIFE	03/19/2022	189.69		01-25-5060	
031922	PW VIS DENT LIFE EMP CONT VIS DENT LIFE	03/19/2022 03/19/2022	475.68 463.84		01-31-5060 27-01-2208	
031922	COBRA CONT VIS DENT LIFE	03/19/2022	251.35		27-01-2200	
031922	W/S VIS DENT LIFE	03/19/2022	604.76	-	60-33-5060	
Total PRINCIPAL LIFE INSURANCE CO:			3,852.37	-		
RED WING SHO						
65824-65825	UNFORM SHOES - PETE	03/14/2022	229.63		01-31-5080	
65826	UNFORM SHOES - JESUS	03/14/2022	246.63	=	01-31-5080	
Total RED \	WING SHOE STORE:		476.26	-		
SECRETARY OF	STATE INDEX DEPARTMENT					
031722	NOTARY FEE- JK	03/17/2022	10.00	_	01-21-5630	
Total SECRETARY OF STATE INDEX DEPARTMENT:			10.00			
STAPLES ADVA	NTAGE			-		
8065554690	FIN SUPPLIES	03/12/2022	69.09		01-14-5610	
8065554690	OFFICE SUPPLIES PD	03/12/2022	295.60		01-21-5610	
8065554690	OFFICE SUPPLIES B&Z	03/12/2022	180.73		01-25-5610	
Total STAP	LES ADVANTAGE:		545.42	-		
				-		
8105894333	ELEVATOR MAINTENA	04/01/2022	536.64		01-21-5121	
Total SUBL	JRBAN ELEVATOR:		536.64	-		
THE STACE DES	207			-		
THE STAGE DEF 9535	SPECIAL EVENTS STAGE	03/03/2022	12,763.82		01-37-5631	
Total THE S	STAGE DEPOT:		12,763.82	-		
IOIAI IIIL C	STAGE DEFOT.		12,703.02	-		
ULINE						
146487632	TOILET TISSUE	03/17/2022	246.00		01-31-5196	
146487632	TISSUE/TRASH CAN LINERS	03/17/2022	44.00		01-31-5630	
146638828	TABLES FOR SPEC EVENTS	03/22/2022	780.50	=	01-37-5631	
Total ULINE:			1,070.50			
	CTS (ELGIN PAPER COMPANY)	00/00/0000	100 10		04.40.5040	
426065-2	INSUL CUPS	02/03/2022	168.49	-	01-12-5610	
Total UNIQ	UE PRODUCTS (ELGIN PAPER CO	OMPANY):	168.49	-		
VERIZON WIREL		00/44/2005	=0 :-		04.40.5000	
9901460140	VERIZON ADMIN	03/11/2022	56.49		01-12-5320	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
9901460140	VERIZON FIN	03/11/2022	56.49		01-14-5320
9901460140	VERIZON PD	03/11/2022	269.44		01-21-5320
9901460140	VERIZON B&Z	03/11/2022	56.49		01-25-5320
9901460140	VERIZON PW	03/11/2022	254.18		01-31-5320
9901460140	VERIZON SWR/WTR	03/11/2022	241.65		60-33-5320
			-		
Total VERIZ	Total VERIZON WIRELESS:				
				•	
WILLIAM C ZELS	DORF				
031622	DEPOT SALARY - 3/16/22 - 3/20/	03/20/2022	200.00		01-12-6010
				•	
Total WILLIAM C ZELSDORF:			200.00		
				•	
Grand Totals:			101,328.10		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.