

## PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting Monday, June 20, 2022 6:00 PM

East Dundee Police Station, 2<sup>nd</sup> Floor Meeting Room 115 E. 3<sup>rd</sup> 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. <u>Motion to Approve an Ordinance Amending the Number of Class G Liquor Licenses</u> (Infinity Banquet Hall)
  - b. <u>Discussion and Direction Regarding a Special Event Application from Rosie O'Hare's Public House</u>
  - c. <u>Motion to Approve a Parameters Ordinance Authorizing the Issuance of Taxable</u> Bonds in an Amount not to exceed \$2,000,000 (Santa's Village)
  - d. Motion to Approve a Resolution to Accept a Proposal from Lauterbach and Amen, LLP for Professional Auditing Services
  - e. Motion to Approve a Resolution to Waive the Competitive Bidding and Award
    Contract to Current Technologies Corporation for the Purchase and Replacement of a
    Closed-Circuit Audio Video System in the Amount of \$51,410.30 and Access Control
    System in the Amount of \$29,381.05
  - f. Motion to Approve an Ordinance Amending Section 72.01 Parking Regulations to Include no Parking upon any Grass, Lawn, or Dirt on Properties
- 7. Financial Reports
  - a. Warrants List FY22 \$3,884.11
  - b. Warrants List FY23 \$235,238.11

- 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

#### Memorandum

**To:** Village President and Board of Trustees

Liquor Commissioner

**From:** Erika Storlie, Village Administrator

Katherine Diehl, Village Clerk

**Subject:** Request for Additional Class G Liquor License for Infinity Banquet Hall

**Date:** June 20, 2022

#### **Action Requested:**

Discussion and Approval of an Ordinance Amending the Number of Class G Liquor Licenses (Infinity Banquet Hall)

### **Funding Source:**

Account 01-09-4110 - Liquor License

#### **Summary:**

The Village has received a request for a Class G liquor license from Infinity Banquet Hall & Event Planners Inc., dba Infinity Banquet Hall & Event Planners, located at 485 Dundee Avenue, East Dundee, IL 60118. The definition of a Class G liquor license is as follows:

Class G; Banquet

For the retail sales of alcoholic liquor on the specified premises for consumption on said premises only by patrons of the banquet hall facilities and does not allow the sale of alcoholic liquor to the general public. This license does not authorize the sale of spirits, as defined in ILCS Chapter 235, Act 5, § 1-3.02, in its original package for consumption on the premises. This license does not authorize the sale of alcoholic liquor in its original package for consumption off the premises.

There is currently one (1) Class G 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.



The applicant has successfully completed the liquor license application and background check process. Shirley Singleton, owner of Infinity Banquet Hall and Event Planners Inc., will be in attendance at the June 20<sup>th</sup> Village Board meeting to answer any questions you may have.

#### **Attachments:**

- 1) Ordinance Amending the Number of Class E-1 Liquor Licenses (Infinity Banquet Hall)
- 2) Infinity Banquet Hall Business Plan (outlines their targeted customers, type of events they host, marketing strategy, liquor service plan and rental guidelines)

Ordinance No.	
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## AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE NUMBER OF CLASS G LIQUOR LICENSES

(Infinity Banquet Hall and Event Planners Inc.)

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

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

**WHEREAS,** The Village has received a request for a Class G liquor license for Infinity Banquet Hall and Event Planners, Inc dba Infinity Banquet Hall and Event Planners, located at 485 Dundee Avenue, East Dundee, IL 60118.

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

**Section 1:** That Section 116.05(B) of the Code of the Village of East Dundee, as amended, be and is hereby amended by changing to the list of authorized licenses for Class G as follows:

Classification Number Permitted

"G 2"

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

<b>ADOPTED</b> this	20th day of June, 2022 pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
	<b>APPROVED</b> by me this day of, 2022.
	Village President

Attest:	
Village Clerk	-
Published in pamphlet form:	
. 2022	

# Infinity Banquet Hall and Event Planners Inc.

## **Business Plan**

# Shirley Singleton, Owner Business Established 2010 as Event Planners 6/14/2021

# Executive Summary

## Product

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

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

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

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

## Customers

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

## Service Line

## Product/Service

Services Include:

Small Weddings

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

## Growth Strategy/Marketing

Our growth strategy includes the following:

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

SAFTEY AND COMMUNINTY DEVELOPMENT IS OUR MISSION AND GOAL

Shirley Singleton, Owner 815-329-1839

## Infinity Banquet Hall and Event Planners Inc.

## Liquor Service Business Plan

## 6/14/2021

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

## Rules and Regulation:

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

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

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

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

## Alcohol Licensing and Distribution:

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

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

## Insurance

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

## Conclusion

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

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

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

Respectfully,

Shirley Singleton 224-633-8867

# Infinity Banquet Hall and Event Planners Inc. Rental Guidelines Agreememt

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Cleaning of Banquet Hall Consist of:

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

## Other:

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

## Infinity Banquet Hall Rental Guidelines and Agreement

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

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

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

# THE HALL IS LOCATED IN A COMMUNITY SHOPPING MALL PLEASE BY COURTEOUS AND REPECTFULL TO LOCAL BUSINESSES AND THEIR CUSTOMERS

## THANK YOU FROM THE INFINITY BANQUET HALL TEAM

Client's Authorized Signature	Date
Client's Authorized Signature	Date
President/Owner Infinity Banquet	Date
Infinity Representative Title	Date

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

#### Memorandum

**To:** Village President and Board of Trustees

**From:** Franco Bottalico, Management Analyst

**Subject:** Rosie O'Hare's Public House Special Event Application

**Date:** June 20, 2022

EAST= DUNDEE

#### **Action Requested:**

Staff requests the Village Board discuss and provide direction regarding a special event application from Rosie O'Hare's Public House.

### **Fiscal Impact:**

N/A

#### **Summary:**

Staff has received an application from Irish Rebels LLC at 702 Water Street, also known as Rosie O'Hare's Public House ("Applicant") asking to hold a charity event on Saturday, July 16, 2022 from 11:00 am to midnight. The name of the event is "Rock'n for Relief". Applicant will be hosting this event on behalf of Team Rubican Disaster Response which is a nonprofit that serves communities by mobilizing veterans to continue their service by helping people prepare, respond, and recover from disasters and humanitarian crises. Their website is *teamrubiconusa.org*.

The Applicant intends to fence off Michigan Ave., and would have live bands and serve alcohol within this fenced-in area. The Applicant states they may have a recording of the event by Channel 11. They would rent 3 port-o-potties from Royal Flush, and extra refuse collection totes from Flood Brothers. The Applicant intends to charge an entrance fee for this event and has indicated that he would administer this event similar to their annual St. Patrick's Day event. Staff did not receive a planned photo and/or map from the Applicant, but the Applicant states he will follow up with staff before the June 20, 2022 village board meeting.

Staff is seeking direction from the village board to allow the Applicant to host this event. If so, staff will further clarify the details and proposed logistics with the Applicant and communicate those findings to the village board.

#### **Attachments:**

- Application
- Letter from Gary Mueller, owner of Rosie O'Hare's Public House



## Special Event Permit Application

Village of East Dundee - 120 Barrington Ave. East Dundee, IL 60118 Phone: 847-426-2822 - Fax: 847-426-2956

APPLICANT INFORMATION	
Date of Application: Permit #:	
Sponsoring Organization: IRISh RebelS LC Bar Phone S	647 426-111
Event Organizer/Contact Person: Gary Mueller	
Organizer Address: 702 Water Street	
City: <u>State:</u> State: Zip Code: <u>L</u>	0118
E-Mail Address:	
Phone:Fax: N/A Cell:	
Event Day On-Site Person in Charge: SOE CANTAGO / GARY MUELL	ER
(if different from event organizer) Phone:    Variable   Fax:   Variable   Cell:   Cel	
EVENT INFORMATION	
Event Name: Rock'n For Relief	<del></del>
Description and Purpose of Event: a benefit For TEAM RUBICO	> N
Location: Michigan are Shut DOWN OUTSIDE OF ROSIE &	)tare
Date of event: SATURDAY JULY 16, 2672 Time: 112m to mide	right
(if multiple dates and/or times are requested, please attach a detailed list) Rain Date:	_
Set-Up Date: FRIDAY JULY 15TH Time: to	_
Teardown Date: SUNDAY JULY 17 TH Time:to	_
Estimated Attendance 500 PPL. Is the event open to the general public? Yes	_No
Additional Permits and Approval	ones.
Please check the following items that are included in the event.	Office Only
Alcoholic beverages (Requires approval from the Liquor Commission)	
Use of public streets, sidewalks or other public property (Requires approval from Public Works)	
Fireworks (Requires approval from the Fire District)	
Amusement rides, amusement attractions, carnival or fair (Requires separate permit)	
Food Vendors (Requires certificate from Kane County Health Department; Please attach for all vendors)	· i

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Notification of Residents (Attach plans/letters to notify residents)	
Traffic Control (Please List devices you might need, i.e., barricade, police, cones, signs, fencing)  BARRICADE, FENCING	DPW
Parking (Please list parking areas to accommodate attendees, employees, volunteers and other vehicles)	The last of the la
	EDPD
Portable Restroom Facilities (Please indicate on a separate site map where the Port-O-Potties will be located)	
Name of Provider: ROYAL FLUSH Phone: 1-888 358-7404	
Signage and Publicity (Please refer to the temporary sign permit and Village's sign regulations)	Building
Road Closures (Please indicate a list of road closures needed for the event)	
	EDPD
	DPW
Garbage Removal (Please indicate plans for garbage removal)  Name of Provider: FLOOD BROTHERS Phone: 1-630-261-0400	
	EDPD
Name of Provider: FLOOD BROTHERS Phone: 1-630-261-0400  Parade (Please attach route of parade, starting point, stop point, location of platforms, time of ade, street parade will be on, assembly points and times, and if parade will cover whole street)  Street or parking lot closures (Please list proposed closures)	EDPD
Name of Provider: FLOOD BROTHERS Phone: 1-630-261-0400  Parade (Please attach route of parade, starting point, stop point, location of platforms, time of ade, street parade will be on, assembly points and times, and if parade will cover whole street)	EDPD
Name of Provider: FLOOD BROTHERS Phone: 1-630-261-0400  Parade (Please attach route of parade, starting point, stop point, location of platforms, time of ade, street parade will be on, assembly points and times, and if parade will cover whole street)  Street or parking lot closures (Please list proposed closures)	EDPD

#### SPECIAL EVENTS PERTMIT REQUIREMENTS

Insurance Requirements: The Village of East Dundee requires a \$1,000,000 Certificate of Insurance listing the Village of East Dundee as an additional insured. This insurance is mandatory for all events.

Police Requirements: Any event needing the use of East Dundee Police will be billed the sum of \$44.00 per officer per hour.

Garbage/Clean-Up: Clean-up is the responsibility of the applicant group/organization. Any clean-up that is not done properly will be completed by Village staff and billed back to the event organizer at \$25.00 per person/per hour.

Approval Time Line: The Village of East Dundee requests a minimum of thirty (30) days to review application of special event. The applicant is required to have security deposit and all necessary forms completed and in the Village Administrator's Office no later than thirty (30) days prior to the date of event. Thirty (30) days following the date of event, the Village will return applicant's security deposit minus any fees incurred during the event.

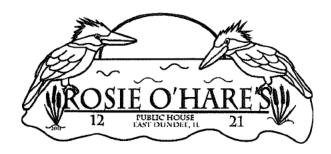
#### HOLD HARMLESS AGREEMENT AND SIGNATURE

The undersigned hereby agrees to defend, indemnify and hold harmless the Village of East Dundee, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the Village of East Dundee, its officials, agents and employees, arising in whole or in part or in consequence of the organizer's event or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of East Dundee, its agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or in-curred in connections therewith, and, if any judgment shall be rendered against the Village of East Dundee, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

I HAVE THE AUTHORITY FROM MY ORGANIZATION TO SIGN AND SUBMIT THIS APPLICATION ON THEIR BEHALF. I UNDERSTAND THAT ANY CHANGES MADE TO THIS APPLICATION AFTER APPROVAL ARE SUBJECT TO VILLAGE APPROVAL. I HAVE READ AND FULLY UNDERSTAND THE APPLICATION FORM AND ALL REQUIREMENTS AND PROCEDURES NECESSARY IN OBTAINING A SPECIAL EVENT PERMIT.

Print Applicant's Name and Title:	ARY F. MUELLER	
n	. Mueller	Date: <u>6-16-22</u>
For Village Use Only:		
Date Received:Approved By:		
Community Events Committee	Date of approval:	
Liquor Commission	Date of approval:	
Administration		
Date of Approval:		

Comments for Office Use Only	
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## PUBLIC NOTICE FOR THE RESIDENTS ON MICHIGAN AVENUE IN EAST DUNDEE, IL

June 16, 2022

Rosie O'Hare's Public House, 702 Water Street, East Dundee, IL plans to host a charity event on Saturday, July 16, 2022 from 11am until Midnight on behalf of TEAM RUBICON DISASTER RESPONSE (<a href="https://www.teamrubiconusa.org">www.teamrubiconusa.org</a>). This Charity serves communities by mobilizing veterans to continue their service by helping people prepare, respond, and recover from disasters and humanitarian crises.

Our intention, if approved by the Village Board, is to block off Michigan Avenue outside of Rosie O'Hare's. We will host live bands to perform throughout the day who are donating their talents to this charity.

We will provide trash receptacles, portable toilets, security, etc. We would plan the same way we do for our yearly Saint Patrick's Day festivities.

Please reach out to me with any questions or concerns on

Sincerely,

Gary Mueller, Owner, Rosie O'Hare's Public House

u Z. Mueller



ROSIE O'HARE'S 702 WATERS

#### Memorandum

**To:** Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Brandiss J. Martin, Administrative Services Director

**Subject:** Bond Ordinance for Santa's Village

**Date:** June 20, 2022



#### **Action Requested:**

A motion to approve a parameters ordinance authorizing the issuance of taxable bonds in an amount not to exceed \$2,000,000.

#### **Summary:**

In the spring of 2022, Santa's Village approached the Village of East Dundee to discuss capital improvements they were seeking to make to their property in the village limits. Representatives from the company presented to the Village Board on April 18, 2022 and outlined their plans for expanding the existing water park to include a lazy river as well as plans to rehabilitate the former Polar Dome ice rink.

Since Santa's Village is a large employer in the community, attracts significant regional tourism, and generates significant amusement and sales tax for the Village, direction from the Board was to proceed with negotiating an agreement that assist Santa's Village with the expansion plan.

The proposed financial assistance arrangement is for the Village to issue taxable bonds in the amount of \$1,750,000 which will be passed through to Santa's Village for the sole purpose of constructing a lazy river in the existing water park area. The addition of the lazy river will increase the capacity of the water park by an estimate 600 persons per day, thus generating additional amusement and sales tax for the Village. The bond will be repaid by Santa's Village at 65% of the total cost (including principal, interest and issuance costs) and 35% by the Dundee Crossing TIF district.

The ordinance is written by our bond legal counsel at a not to exceed amount of \$2M to allow for any nominal increase in the event that it is needed, but no more than \$1,750,000 has been requested for this project.

#### Terms of the Bond:

The 2022A Taxable General Obligation Bond will have an 8.5-year term (coinciding with the expiration of the Dundee Crossings TIF) at 4.5% (see *East Dundee 2022A Bonds Preliminary Term Sheet* attached). The proceeds from these bonds will be transferred to Santa's Village (601 Dundee Ave., East Dundee, IL 60118) for capital improvements in the existing water park. The bond will be repaid in the following allocations: 65% of the repayment amount will be repaid by Santa's Village; 35% of the bond will be repaid by the Dundee Crossing TIF. A separate agreement outlining the terms of the repayment will be brought to the Village Board for approval in July and the total amount of the proceeds of the bond is \$1,750,000. If the separate agreement is approved by the Board in July, staff will proceed with the bond sale in conjunction with Baird and the funds will be received in August.

### **Attachments:**

- 1. Parameters Ordinance 2022 Village of East Dundee (home rule) Taxable GO Bonds
- 2. East Dundee 2022A Bonds Preliminary Term Sheet
- 3. Santa's Village Presentation from April 18, 2022 Village Board meeting

EXTRACT OF MINUTES of a regular public meeting of the Village President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, held in the Police Station 2nd Floor Training Room, located at 115 East 3rd Street, in said Village, at 6:00 p.m., on the 20th day of June, 2022.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the following Trustees answered present:
The following Trustees were allowed by a majority of the Trustees of the Board of
Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees
to attend the meeting by video or audio conference:
No Trustee was not permitted to attend the meeting by video or audio conference.
The following Trustees were absent and did not participate in the meeting in any manner
or to any extent whatsoever:
WHEREUPON Trustee presented and read by title an ordinance as
follows, a copy of which was provided to each Trustee of the Board of Trustees prior to said
meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.

(the "Bond Ordin	nance").		
Trustee _	moved and Tru	stee	seconded the motion
that the Bond Or	dinance as presented be adopted.		
A Board	discussion of the matter followed.	During the Board discus	ssion,
gave a public rec	cital of the nature of the matter, wh	ich included a reading of	the title of the Bond
Ordinance and st	tatements that (1) the Bond Ordina	nce provides for the issua	ance of not to exceed
\$2,000,000 Taxa	able General Obligation Bonds to f	inance the costs of certa	in capital projects in
the Village, (2) s	aid Bonds are issuable without ref	erendum pursuant to the	home rule powers of
the Village, (3) t	he Bond Ordinance provides for th	ne levy of taxes sufficien	t to pay the principal
of and interest of	on said Bonds, and (4) the Bond	Ordinance sets forth the	e parameters for the
issuance of said	d Bonds and the sale thereof b	by designated officials	of the Village and
(5) summarized	the pertinent terms of said parame	eters, including the manr	ner of sale, length of
maturity, rates of	f interest, purchase price and tax le	vy for said Bonds.	
The Villa	age President directed that the roll	be called for a vote upor	the motion to adopt
the Bond Ordina	nce.		
Upon the	roll being called, the following Tr	ustees voted AYE:	
and the following	g Trustees voted NAY:		
WHEREU	PON, the Village President declared	d the motion carried and	the Bond Ordinance

WHEREUPON, the Village President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the Village President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois.

Other business was duly transacted at said meeting.	
Upon motion duly made and carried, the meeting adjourned.	
Village Clerk	

ORDINANCE NO	O
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AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.

Adopted by the Village President and Board of Trustees on the 20th day of June, 2022.

#### ORDINANCE NO.

AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.

WHEREAS, by virtue of referendum held March 16, 2004, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "State"), the Village of East Dundee, Kane and Cook Counties, Illinois (the "Village"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village President and the Board of Trustees of the Village (collectively, the "Corporate Authorities") have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the residents of the Village to issue its general obligation bonds in the aggregate issued amount not to exceed \$2,000,000 to pay (i) for costs of certain capital projects including, but not limited to, capital improvements to the site commonly known as the Santa's Village Amusement Park, within the Village (collectively, the "Project"), and (ii) certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses

(collectively, the "Project Costs"), is not more than \$2,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, this Ordinance, adopted pursuant to Section 6 of Article VII of the Constitution of the State and the Municipal Code of the Village, provides authority for the Village acting by the Corporate Authorities to issue the Bonds:

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS, IN EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

Section 1. <u>Incorporation of Preamble</u>. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate such recitals into this Ordinance by this reference.

Section 2. <u>Findings; Issuance of Bonds</u>. The Corporate Authorities hereby find and determine that it is necessary and in the best interest of the Village and necessary for the welfare of the government and affairs of the Village, the proper public purposes of the Village and in the public interest to issue general obligation bonds of the Village in an amount not to exceed \$2,000,000 for the purpose of funding the costs of the Project and the costs of the Village in connection with the issuance of such bonds.

Section 3. <u>Bond Details</u>. There shall be borrowed on the credit of and for and on behalf of the Village, an aggregate principal amount not to exceed \$2,000,000 for the purposes aforesaid and that the Village shall issue in the name of the Village its "Taxable General Obligation Bonds" (the "Bonds").

The Bonds shall be issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. The Bonds

shall bear the date of authentication; shall be in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof or such other amount as provided in the Bond Notification (as hereinafter defined), numbered consecutively from 1 upward and dated as set forth in the hereinafter described Bond Notification; and interest on the Bonds shall be payable semiannually on each June 1 and December 1 of each year or such other date as provided in a Bond Notification, commencing not earlier than December 1, 2022 (such interest computed upon the basis of a 360-day year of twelve 30-day months). The Bonds shall become due and payable (subject to prior redemption as set forth in the Bond Notification) on December 1 over a period ending not later than December 1, 2030 and in an amount not exceeding \$450,000 per year, all as further detailed in the Bond Notification executed by the Designated Representatives (as hereinafter defined); provided, however, that no Bond shall bear interest at a rate per annum in excess of six percent (6.00%). The Designated Representatives are hereby given full authority to execute and deliver a Bond Notification for and on behalf of the Village as herein provided. The Bond Notification shall be made a part of the transcript of the proceedings related to the issuance of the Bonds.

Interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the fifteenth (15th) day next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the fifteenth (15th) day next preceding the first interest payment date, in which case they shall bear interest from the original date of the issuance of the Bonds, until the principal shall be fully paid. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date

to the registered owners thereof as the names appear as of the fifteenth (15th) day next preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar (as hereinafter defined) or at such other address as is provided to the Paying Agent (as hereinafter defined) in writing by such registered owner.

The principal of the Bonds shall be payable at the office maintained for such purpose by the Paying Agent. All payments on the Bonds shall be made by ACH or wire transfer. If payment of principal or interest is made to a depository, payment shall be made by ACH or wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

#### Section 4. Registrar and Paying Agent.

(a) General. The Village Treasurer, the Purchaser (as hereinafter defined), or a bank or trust company (the "Registrar" or "Paying Agent") is hereby appointed to serve as registrar and paying agent for the Bonds. The Registrar is hereby charged with the responsibility of authenticating the Bonds. The President of the Village (the "Village President"), the Treasurer of the Village (the "Village Treasurer"), and the Village Clerk of the Village (the "Village Clerk") are hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Village President and Village Treasurer are further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the fund established to pay the principal of and interest on the Bonds.

Each Bond shall be transferable or exchangeable only upon the books of the Village kept for that purpose at the office maintained for such purpose by the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth (15th) day next preceding an interest payment date on such Bond and ending on such interest payment date, or after notice calling such Bond for redemption has been mailed, or during the fifteen (15) day period next preceding mailing of notice of redemption of any Bonds. The costs of such transfer or exchange shall be borne by the Village except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Village, the Registrar and the Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as registrar and paying agent upon giving 30 days' notice in writing to the Village and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the

Village. Any such notice to the Village may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as registrar and paying agent by the Village, in which event the Village may appoint a successor registrar and paying agent for the Bonds. The Village shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the registrar and paying agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the Village, the Village President, the Village Treasurer, or the Village Clerk are authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Village President and Village Treasurer are further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the fund established to pay the principal and interest on the Bonds as fiscal agency charges.

Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

(b) Book Entry System. The Village may determine that it is beneficial to the Village to have the Bonds held by a central depository system pursuant to an agreement between the Village and the Depository Trust Company, New York, New York ("Depository Trust Company") and may have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). If applicable, the Bonds shall be initially

issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the Village and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

So long as the Bonds are registered in the name of CEDE & CO., as nominee of the Depository Trust Company, no person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Village to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Ordinance. The Village and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds;

(iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Village's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Village of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Village to the Depository Trust Company (the "Blanket Village Letter of Representations").

Upon receipt by the Village of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Village kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders

transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Ordinance.

If the Village determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the Village may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Village and the Registrar to do so, the Registrar and the Village will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice to (i) make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Village indemnification for all costs and expenses associated with such printing.

### Section 5. Redemption.

(a) Optional Redemption. If so provided in the Bond Notification, the Bonds may be subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, in integral multiples of \$5,000, in any order of their maturity as determined by

the Village (less than all of the Bonds of a single maturity to be selected by the Registrar and within any maturity by lot), on the date of redemption provided in the Bond Notification and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

- (b) *Mandatory Redemption*. The Bonds may be subject to mandatory redemption as set forth in the Bond Notification.
- (c) General. For any such redemptions, the Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least thirty (30) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Registrar, by such method of lottery as the Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

The Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. For any such redemptions, unless waived by the registered owner of Bonds to be redeemed, official notice of the call for any such redemption shall be given by the Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address as it

appears on the registration books kept by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar.

All official notices of redemption shall state:

- (i) the redemption date,
- (ii) the redemption price,
- (iii) the identification by CUSIP numbers, if applicable, and maturity dates (and, in the case of partial redemption of Bonds within a maturity, the respective principal amounts) of the Bonds to be redeemed,
- (iv) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for such purpose by the Registrar, and
- (vi) such other information then required by custom, practice, or industry standard.

Prior to any redemption date, the Village shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on such redemption date.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditioned upon the receipt of such moneys by the Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds or portions being redeemed shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for the payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal, of like tenor, of authorized denominations, and bearing the same rate of interest.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal and premium, if any, shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of a Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Registrar on behalf and at the expense of the Village as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 7. <u>Execution and Negotiability</u>. Each of the Bonds shall be executed in the name of the Village by the manual or facsimile signature of the Village President, and the seal of the Village shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Village Clerk. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Illinois, subject to the provisions for registration herein. The Bonds shall also be authenticated by the manual signature of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 8. <u>Form of Bonds</u>. The form and tenor of the Bond shall be substantially as follows, all blanks to be filled in properly prior to delivery:

REGISTERED	REGISTERED
NO R	\$

# UNITED STATES OF AMERICA STATE OF ILLINOIS COUNTIES OF KANE AND COOK

VILLAGE OF EAST DUNDEE TAXABLE GENERAL OBLIGATION BOND, SERIES 20					
Interest Rate%	Maturity <u>Date</u> December 1,	Original <u>Date</u>	Authentication <u>Date</u>	[CUSIP	
REGISTERED	OWNER: [CEDE & C	CO.]			
PRINCIPAL SU	J <b>M</b> :				
value received, assigns, the Print be subject to an interest hereon (Rate per annum preceding the fifteenth (15th) payment date in bond is authen payment date, i	lage of East Dundee, in hereby promises to pay neipal Sum set forth above and be called for redemption (computed on the basis of a stated above from the into Authentication Date of the day next preceding an in which case it shall bear ticated on or before the number of the payable semiannual and the series is payable semiannual 20	to the Register on the Maturian prior to mature a 360-day year erest payment his bond unlest interest from a fifteenth (15th or interest from	ered Owner named alty Date set forth above arity as hereinafter property of twelve 30-day more date to which interest less this bond is authorated and on or be such interest payment (h) day next preceding the Original Date, un	bove or registered e (unless this bond wided), and to pay of this at the Interest has been paid next enticated after the effore such interest date or unless this g the first interest til the principal is	
Series 20" (interest and da consecutively from the hereinafted a Bond Ordina (collectively, the Sale (the "Bond "Ordinance") by Section 6 of An	ond is one of an authorithe "Bonds") of the Villates of maturity; aggregates from R-1 up; issued for the er defined Ordinance) and note adopted by the Villate "Corporate Authorities" I Notification") executed by the Village President of the Village President of the VII of the Illinois ceeds of which are to be a	age of like date ting e purpose of pa the issuance th age President ') on the 20th on the da f said Village Constitution of	e, tenor and effect, executive Dollars (\$ Dollars (\$ aying the costs of the I ne bonds. This bond is and Board of Trusteed day of June, 2022, and y of, 20 pursuant thereto and it of 1970 and the Muni	cept as to rates of); numbered Project (as defined issued pursuant to es of said Village d a Notification of _ (collectively, the n accordance with cipal Code of the	

in the Ordinance) and the issuance of the Bonds.

[Optional and mandatory redemption provisions, if applicable.]

This bond is transferable or exchangeable only upon the books of the Village kept for that purpose at the office maintained for such purpose by the Registrar by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The Registrar shall not be required to transfer or exchange this bond during the period beginning at the close of business on the fifteenth (15th) day next preceding an interest payment date on this bond and ending on such interest payment date. The Village, the Registrar, the Paying Agent (as hereinafter defined) and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.

Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

The principal of this bond is payable at the office maintained for such purpose by \_\_\_\_\_\_, \_\_\_\_\_\_ (the "Registrar" or "Paying Agent"). All payments of interest on this bond shall be paid by check, mailed one (1) business day prior to the interest payment date to the registered owner hereof as of the fifteenth (15th) day next preceding such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by ACH or wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. [The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Blanket Issuer Letter of Representations (as defined in the Ordinance) between the Village and the Depository Trust Company, or any substitute agreement, affecting such Book Entry System.]

This bond is a general obligation of the Village payable from ad valorem taxes levied against all taxable property in the Village, without limitation as to rate or amount, although it is the intention of the Village to pay principal of and interest on the Bonds from Incremental Property Taxes (as defined in the Ordinance) of the Dundee Crossing TIF District (as defined in

the Ordinance). The full faith, credit and resources of the Village are pledged to the punctual payment of the principal of and interest on this bond. This bond is negotiable, subject to registration provisions, pursuant to the laws of the State of Illinois.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that the indebtedness of the Village, including the issue of the Bond of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Village of East Dundee, Kane and Cook Counties, Illinois, has caused this bond to be executed by the manual or duly authorized facsimile signature of the Village President of the Village, the seal of said Village (or a facsimile thereof) to be affixed, imprinted, engraved, or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of the Village Clerk, all as of the Original Date identified above.

VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS

	By:
(SEAL)	Village President
Attest:	
By:Village Clerk	
REGISTRAR'S CERTIFIC	ATE OF AUTHENTICATION
This bond is one of the Bonds described	d in the within-mentioned Ordinance.
	By:Authorized Representative

Section 9. <u>Authorization for Preparation and Sale of the Bonds; Purchase Contract.</u>
The Village President, the Village Administrator, or the Finance Director of the Village (the "Designated Representatives") are hereby authorized to proceed, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Village Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer

[End of Form of Bond]

delivered to each purchaser thereof, as hereinafter described (the "Purchaser"), upon receipt of the purchase price therefor, the same being not less than 96% of the principal amount of the Bonds plus any accrued interest to date of delivery. The Purchaser shall be (a) in a negotiated underwriting with Robert W. Baird & Co., Incorporated, Naperville, Illinois ("Baird"), or (b) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State, as amended, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; provided, however, that the Purchaser as set forth in (c) shall be selected only upon receipt by the Village of the written recommendation of Baird that the sale of the Bonds on a private placement basis to the Purchaser is in the best interests of the Village because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and further provided, that the Purchaser as set forth in (b) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Baird if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the Village.

Prior to the sale of the Bonds, the Designated Representatives are hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "Bond Notification"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold in compliance with the parameters described in this Ordinance and at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Village President, Village Clerk and Village Treasurer and any other officers of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the Village and the Purchaser (the "Purchase Contract"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement or Preliminary Term Sheet and any final Official Statement or final Term Sheet relating to the Bonds (the "Disclosure Document") is hereby ratified, approved and authorized; the execution and delivery of the Disclosure Document is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Disclosure Document, the Disclosure Document and the Bonds.

The Bonds when fully paid for and delivered to the Purchaser, shall be the binding general obligations of the Village. The proper officers of the Village are hereby directed to sell the Bonds to the Purchaser and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

Section 10. <u>Bond Insurance</u>. In the event the Baird certifies to the Village that it would be economically advantageous for the Village to acquire a municipal bond insurance policy for the Bonds, the Village hereby authorizes and directs the Village Treasurer or the Village Manager to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy issued by a bond insurer (the "Bond Insurer"), and as long as such municipal bond insurance policy shall be in full force and effect, the Village and the Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Village

President of the Village on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 11. <u>Continuing Disclosure.</u> A Continuing Disclosure Undertaking (the "Undertaking"), if applicable, in substantially the form which has been presented to and is hereby approved by the Corporate Authorities, and the Village President and the Village Clerk are hereby authorized and directed to complete, execute and attest the same on behalf of the Village. Notwithstanding any other provisions of this Ordinance, failure of the Village to comply with the Undertaking shall not be considered an event of default under the Bonds or this Ordinance.

Section 12. <u>Tax Levy; Incremental Property Taxes</u>. For the purpose of providing funds to produce sums necessary to pay the interest on the Bonds as it falls due and also pay and discharge the principal thereof at maturity, there shall be levied upon all the taxable property within the Village a direct annual tax (the "Levied Taxes") for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, in each of the years 2022 to 2029, a maximum direct annual tax in the amount of \$500,000, such amount to be finalized in the Bond Notification. It is the intention of the Village, however, to pay principal of and interest on the Bonds from Incremental Property Taxes.

"Incremental Property Taxes" means 100% of the ad valorem taxes less priority liens, if any, arising from the taxes levied upon taxable real property in the Dundee Crossing TIF District (the "TIF District") by any and all taxing districts or municipal corporations having the power to tax real property in the TIF District, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in

the TIF District over and above the total Initial Equalized Assessed Value of property located in the TIF District, as determined by the County Clerk of Kane County, Illinois, in accordance with Section 11.74.4-9 of the Tax Increment Allocation Redevelopment Act and as determined by the Village Treasurer. The Incremental Property Taxes shall be deposited to the Special Tax Allocation Fund created or continued by the Village.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from current funds on hand of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the Purchaser and the holders of the Bonds that so long as the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy, unless the abatement of any particular tax levy amount has been provided for through the deposit of moneys in a segregated account, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund established to pay the principal of and interest on the Bonds.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal of and interest on said Bonds when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

Section 13. <u>Filing of Ordinance</u>. Forthwith upon this Ordinance becoming effective, the Village Clerk is hereby directed to file a certified copy of this Ordinance, which certificate

shall recite that this Ordinance has been passed by the Corporate Authorities and published, with the County Clerk, and it shall be the duty of said County Clerk in and for the years 2022 to 2029 while the Bonds or any of them are outstanding (as set forth in the Bond Notification), inclusive, to annually ascertain the rate necessary to produce the tax herein and therein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said years, in order to raise the respective amounts aforesaid and in said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the taxes hereby levied shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 14. <u>Bond Fund</u>. There is hereby created and established a special fund of the Village known as the "Bond Fund," with the appropriate series designation (the "Bond Fund") to be held by the Village Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Bond Fund shall be the fund for the payment of the principal of and interest on the Bonds at maturity or on interest payment dates or redemption. Any capitalized interest included in the proceeds of the sale of the Bonds shall be deposited in the Bond Fund for the payment of interest on the Bonds, and the Levied Taxes shall be deposited into the Bond Fund, as received, and shall be used solely and only for the payment of principal of and interest on the Bonds when due (including any redemption). The Bonds are secured by a pledge of all moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the Village are discharged under this Ordinance.

The Village directs that the Village Treasurer deposit the following amounts received from the collection of the Levied Taxes into the Bond Fund (a) an amount equal to one-half of the total principal and interest due on the Bonds in such year (the "Debt Service Requirement") shall be deposited into the Bond Fund from collections of the first installment of property taxes and (b) an amount equal to the other half of the Debt Service Requirement shall be deposited into the Bond Fund from collections of the second installment of property taxes.

Section 15. <u>Use of Bond Proceeds</u>. Any accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund.

There is hereby created and established a special fund of the Village known as the "Project Fund," with the appropriate series designation (the "Project Fund"), to be held by the Village Treasurer. Except as otherwise described herein, proceeds of the Bonds shall be deposited in the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project, and costs of issuance of the Bonds. Said amount shall be reimbursed to the Project Fund from the Bond Fund as Levied Taxes are received and available therefor. Additional loans from the Project Fund to the Bond Fund to pay debt service on the Bonds may be made upon further direction by the Corporate Authorities so long as provision is made to reimburse the Project Fund with Levied Taxes.

Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred for the payment of the principal of and interest on the Bonds on the interest payment date next after such interest is received or be retained in the Project Fund.

In the event that any moneys remain in the Project Fund upon completion of the Project, the Village shall use said remaining moneys for various capital improvements within the Village; otherwise, the Village shall deposit said remaining moneys in the Project Fund into the Bond Fund and cause such moneys to be used to pay the interest on the Bonds on the earliest possible date.

Section 16. Defeasance of the Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury), the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to any pledge of the Levied Taxes made herein.

Section 17. <u>Investment of Moneys</u>. Moneys in the Bond Fund and Project Fund may be invested by the Village Treasurer in lawful investments for the Village. All income earned or losses sustained on such investments shall be credited to the Fund or Account from which the investments were made.

Section 18. <u>Amendments with Consent of Bondholders</u>. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and

two-thirds percent (66%) in aggregate principal amount of the Bonds issued pursuant to this Ordinance and then outstanding shall have the right from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Village of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Village for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this Ordinance; or
  - (b) A reduction in the principal amount of any Bond or the rate of interest thereon; or
- (c) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or
- (d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

If the owners of not less than sixty-six and two-thirds percent (662/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Village Clerk, no owner of any Bond issued pursuant to this Ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Village from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the

adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified, and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Village and all owners of Bonds then outstanding, shall thereafter be determined, exercised, and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the Village and of the owners of the Bonds authorized by this Ordinance, and the terms and provisions of the Bonds and this Ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the Village and the consent of the owners of all the Bonds then outstanding.

Section 19. <u>General Covenants</u>. The Village covenants and agrees with the registered owners of the Bonds, so long as any such Bonds remain Outstanding, as follows:

A. The Village will punctually pay or cause to be paid from the sources provided for in this Ordinance, the principal of and interest to become due on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

B. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund, any and all lawful claims which, if unpaid, might become a lien or charge upon the Levied Taxes, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith contests the validity of said claims.

C. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries will be made of all transactions relating to the Levied Taxes and the Bond Fund. Such books of record and accounts will at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the outstanding Bonds or

their representatives authorized in writing.

D. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village,

to the extent lawful the Bonds shall be incontestable by the Village.

E. The Village will adopt, make, execute, and deliver any and all such further ordinances, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the owners of the Bonds of the rights and benefits of this Ordinance.

F. As long as any Bonds are outstanding, the Village will continue to deposit the Levied Taxes into the Bond Fund. The Village and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes will be levied, extended and collected as provided in this Ordinance and deposited in the Bond Fund.

G. Once issued and while outstanding, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged and shall be payable from the levy of the Levied Taxes.

Section 20. [Intentionally omitted.]

Section 21. [Intentionally omitted.]

Section 22. [Intentionally omitted.]

Section 23. <u>Registered Form</u>. The Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 24. <u>Severability</u>. If any section, paragraph, clause, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. <u>Publication</u>. The Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and to file copies thereof for public inspection in his/her office.

Section 26. <u>Conflicting Ordinances</u>. All ordinances, resolutions and parts of ordinances and resolutions, in conflict herewith are hereby repealed.

Section 27. <u>Headings</u>. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Ordinance.

Section 28. <u>Effective Date</u>. This Ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this 20th day of June, 2022 by	a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
APPROVED this 20th day of June	
ATTERIOR	Village President
ATTEST:	
Village Clerk	

Trustee	moved and Trustee	seconded the
motion that said Ordinance	as presented by the Village Clerk be adopted	1.
After a full discussi	on thereof, the Village President directed th	at the roll be called for a
vote upon the motion to add	opt said Ordinance as presented.	
Upon the roll being	called, the following Trustees voted AYE: _	
and the following Trustees	voted NAY:	
Whereupon the Vi	llage President declared the motion carr	ied and said Ordinance
adopted, approved, and sign	ned the same in open meeting and directed th	ne Village Clerk to record
the same in full in the recor	rds of the Board of Trustees of the Village of	of East Dundee, Kane and
Cook Counties, Illinois, wh	ich was done.	
Other business not p	pertinent to the adoption of said Ordinance w	as duly transacted at said
meeting.		
Upon motion duly n	nade, seconded, and carried, the meeting was	s adjourned.
	Village Clerk	

STATE OF ILLINOIS	)
COUNTY OF KANE	) SS )
CERTIFIC	CATION OF MINUTES AND ORDINANCE
of the Village of East Dundee official am the keeper of the or	hereby certify that I am the duly qualified and acting Village Clerk e, Kane and Cook Counties, Illinois (the "Village"), and as such fficial journal of proceedings, books, records, minutes and files of loard of Trustees (collectively, the "Corporate Authorities").
the minutes of the meeting of	e foregoing is a full, true and complete transcript of that portion of the Corporate Authorities held on the 20th day of June, 2022, ne adoption of Ordinance No entitled:
Taxable General and Cook Count certain capital processes of a december of the collection of a december of the collection	providing for the issuance of not to exceed \$2,000,000 Obligation Bonds of the Village of East Dundee, Kane ies, Illinois, for the purpose of financing the costs of projects in the Village, providing for the levy and irect annual tax sufficient to pay the principal of and Bonds, and authorizing the proposed sale of said Bonds hereof.
<u>-</u>	opy of which said Ordinance as adopted at said meeting appears in minutes of said regular public meeting.
said ordinance were conducted openly; that said meeting was notice of said meeting was dunews media requesting such noffice of the Corporate Authorday which was not a Saturday 48 hours in advance of holding reference to said ordinance; the attached hereto; and that said provisions of the Open Meeting and that the Corporate Author Code, except as said Act and said said said said said said said sai	the deliberations of the Corporate Authorities on the adoption of openly; that the vote on the adoption of said ordinance was taken held at a specified time and place convenient to the public; that ly given to all newspapers, radio or television stations and other otice; that an agenda for said meeting was posted at the principal rities and at the location where said meeting was to be held on a y, Sunday or legal holiday for Illinois municipalities and at leasting said meeting; that said agenda described or made specificat a true, correct and complete copy of said agenda as so posted is d meeting was called and held in strict compliance with the gs Act, as amended, and the Illinois Municipal Code, as amended, ities has complied with all of the provisions of said Act and said said Code are validly superseded by the home rule powers of the ocedural rules of the Corporate Authorities in the adoption of said
IN WITNESS WHERE this 20th day of June, 2022.	OF, I hereunto affix my official signature and seal of said Village,

Village Clerk

(SEAL)

STATE OF ILLINOIS ) ) SS
COUNTY OF KANE )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of Kane County, Illinois, and as such official I do further certify that on the day of
, 2022, there was filed in my office a duly certified copy of Ordinance No
entitled:
AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.
duly adopted by the Board of Trustees of the Village of East Dundee, Kane and Cook Counties,
Illinois, on the 20th day of June, 2022, and that the same has been deposited in the official files
and records of my office.
IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this day of, 2022.
County Clerk of Kane County, Illinois
(SEAL)

STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of Cook County, Illinois, and as such official I do further certify that on the day of
, 2022, there was filed in my office a duly certified copy of Ordinance No
entitled:
AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.
duly adopted by the Board of Trustees of the Village of East Dundee, Kane and Cook Counties,
Illinois, on the 20th day of June, 2022, and that the same has been deposited in the official files
and records of my office.
IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this day of, 2022.
County Clerk of Cook County, Illinois
(SEAL)

STATE OF ILLINOIS )
COUNTY OF KANE ) SS
CERTIFICATE OF PUBLICATION IN PAMPHLET FORM
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk
of the Village of East Dundee, Kane and Cook Counties, Illinois (the "Village"), and as such
official I am the keeper of the official journal of proceedings, books, records, minutes, and files
of the Village and of the Village President and Board of Trustees (the "Board") of the Village.
I do further certify that on the 20th day of June, 2022, there was published in pamphlet
form, by authority of the Board, a true, correct, and complete copy of Ordinance No
of the Village entitled:
AN ORDINANCE providing for the issuance of not to exceed \$2,000,000 Taxable General Obligation Bonds of the Village of East Dundee, Kane and Cook Counties, Illinois, for the purpose of financing the costs of certain capital projects in the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof.
and providing for the issuance of said bonds, and that the ordinance as so published was on that
date readily available for public inspection and distribution, in sufficient number so as to meet
the needs of the general public, at my office as Village Clerk located in the Village.
IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the
Village this 20th day of June, 2022.

Village Clerk

(SEAL)

No Official Statement will be prepared for the Bonds. By the Purchaser's acceptance of the Bonds, the Purchaser shall be deemed to have had access to such financial and other information concerning the Village and the Bonds as the Purchaser deemed necessary to make an independent decision to purchase the Bonds, including the opportunity, at a reasonable time prior to the purchase of the Bonds, to ask questions and receive answers concerning the Village and the terms and conditions of the Bonds.

# **Preliminary Term Sheet**

Village of East Dundee, Kane and Cook Counties, Illinois (the "Village")

\$1,850,000\* Taxable General Obligation Bonds, Series 2022A (the "Bonds")

Bid Due Date/Time: July 28, 2022 @ 10:00 AM Central. Rates must not be subject to change through the closing of

August 16, 2022.

Award Date: July 29, 2022 (anticipated)

Dated/Delivery Date: August 16, 2022 (anticipated)

Amortization:

December 1	Amount*
2023	\$125,000
2024	155,000
2025	155,000
2026	165,000
2027	170,000
2028	345,000
2029	360,000
2030	375,000

Average Life\*: 5.700 years

Purchaser: \_\_\_\_\_

Purchase Price: At Par

Interest Due: Interest shall be payable commencing on June 1, 2023 and semi-annually thereafter on June 1

and December 1 of each year. Interest on the Bonds will be computed on the basis of a 30-day

month and a 360-day year.

**Denomination:** The Bonds will be issued in minimum denominations of \$100,000 and integral multiples of

\$5,000 in excess thereof.

**Optional Redemption:** The Bonds are not subject to redemption prior to maturity.

Mandatory Redemption: All or a portion of the Bonds may be subject to mandatory redemption on December 1 of the

years, if any, and in the principal amounts, if any, as shown above.

Purpose: Proceeds from the sale of the Bonds will be used to pay for (i) certain capital projects in the

Village, including a lazy river at Santa's Village Family Amusement and Water Park (the "Park");

and (ii) costs related to the issuance of the Bonds.

Authorization: The Bonds are issued pursuant to the Village's home rule powers as provided by Section 6 of

Article VII of the 1970 Illinois Constitution, and a bond ordinance adopted by the Village Board

of Trustees on June 20, 2022, as supplemented by a Notification of Sale.

Security: In the opinion of Ice Miller LLP, Chicago, Illinois ("Bond Counsel"), the Bonds are valid and

legally binding upon the Village and are payable from any funds of the Village legally available for such purpose, and all taxable property of the Village is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles,

whether considered at law or in equity, including the exercise of judicial discretion.

It is the intention of the Village, however, to pay principal of and interest on the Bonds from Incremental Property Taxes. Incremental Property Taxes means 100% of the ad valorem taxes less priority liens, if any, arising from the taxes levied upon taxable real property in the Dundee

<sup>\*</sup>Preliminary, subject to change.

Crossing TIF District (the "TIF District") by any and all taxing districts or municipal corporations having the power to tax real property in the TIF District.

[The Village entered into an agreement with the Park dated \_\_\_\_\_, 2022]. The Park will reimburse the Village for 65% of the debt service cost on the Bonds.]

Taxable Bonds:

In the opinion of Bond Counsel, under present law, interest on the Bonds is includible in gross income of the owners thereof for federal income tax purposes. Interest on the Bonds is not exempt from present State of Illinois income taxes.

Legal Opinion:

Bond Counsel will provide an opinion as to the validity of the Bonds. See "Exhibit B—Form of Bond Counsel Opinion."

Credit Rating:

No rating will be applied for in connection with the Bonds.

No Secondary Market:

The Bonds must be purchased with the intent to hold to maturity as no secondary market is expected.

Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), exempts from certain requirements of the Rule offerings of municipal securities (such as the Bonds) that are (i) in authorized denominations of \$100,000 or more and (ii) are sold to no more than thirty-five persons each of whom has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is not purchasing for more than one account or with a view to distributing the Bonds. Because the offering of the Bonds is exempt under the Rule, the Village is not required to enter into a continuing disclosure undertaking with respect to the Bonds and is also not required to deliver an official statement to a purchaser nor to provide statements concerning noncompliance, in all material respects, with the Village's prior continuing disclosure undertakings. Finally, the Purchaser should note that the disclosure contained herein is limited in scope and does not include information customarily contained in official statements subject to the Rule.

Record Date:

The 15<sup>th</sup> day of the month next preceding any interest payment date.

Registered or Book-

Entry:

The Bonds will be registered in the name of the Purchaser unless otherwise requested by the Purchaser.

Bond Counsel: Ice Miller LLP, Chicago, Illinois.

Placement Agent:

Robert W. Baird & Co. Incorporated, Naperville, Illinois.

Paying Agent:

Please state your willingness to serve as bond registrar and paying agent on the Bonds at no additional cost to the Village.

Representations of the Purchaser: The Purchaser will be required to execute an investor letter in substantially the form attached hereto as Exhibit D in which it will be expected to certify to the Village that it (i) is acquiring the Bonds for its own account solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof, (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of obligations such as the Bonds, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks, and (iii) understands Bond Counsel represents the Village in the Bond transaction and, if the Purchaser has retained Bond Counsel in an unrelated matter, the Purchaser represents that the signatory to the investor letter is duly authorized to, and does consent to and waive for and on behalf of the Purchaser any conflict of interest of Bond Counsel arising from any adverse position to the Village in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the Purchaser and Bond Counsel.

Acknowledgment that the Purchaser is not a Fiduciary, etc. The Village acknowledges and agrees that: (i) the Purchaser has financial and other interests that differ from those of the Village, (ii) the Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the Village and has not assumed any advisory or fiduciary responsibility to the Village with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Village on other matters), and (iii) the Village has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

**Expenses:** The Village will pay for all necessary expenses in connection with the issuance of the Bonds,

including legal, advisory and placement agent fees. If there will be a Purchaser's Counsel fee, please state the amount in your offer. This will be considered when evaluating the bids received.

Additional Provisions: Please note any proposed additional provisions.

Financial Characteristics

of the Village:

See "Exhibit A—Information on the Village of East Dundee" for information on the Village's overlapping taxing entities, outstanding debt, selected financial information, Equalized Assessed Valuation ("EAV"), top taxpayers, tax extensions and collections and tax rates by purpose for

the past five years.

Village Financial Information:

Historical Audited Financial Statements for the Village can be found on the Village's website

here:

https://www.eastdundee.net/government/departments/finance/comprehensive annual financial

report (cafr).php#outer-13

**Attachments:** Exhibit A – Information on the Village of East Dundee

Exhibit B - Form of Bond Counsel Opinion

Exhibit C – Audited Financial Statements for Fiscal Year April 30, 2021 (the "Audit")

Exhibit D – Form of Investor Letter

### **Exhibit A**

# Information on the Village of East Dundee

### **Summary of Outstanding Debt**

The table that follows presents information as to the retirement of the Village's outstanding general obligation bonded debt as of the issuance of the Bonds.

### **Amortization of Outstanding General Obligation Debt**

Calendar	2012A	2012B	2015	2016	The	Total	Cumulative R	Retirement
Year	Bonds	Bonds	Bonds	Bonds	Bonds*	Bonds*	Amount*	Percent*
2022	\$440,000	\$165,000	\$805,000			\$1,410,000	\$1,410,000	13.02%
2023	475,000	175,000	840,000		\$125,000	1,615,000	3,025,000	27.93%
2024	515,000	180,000	875,000		155,000	1,725,000	4,750,000	43.86%
2025	80,000	190,000		\$685,000	155,000	1,110,000	5,860,000	54.11%
2026	100,000	200,000		705,000	165,000	1,170,000	7,030,000	64.91%
2027	120,000	210,000		725,000	170,000	1,225,000	8,255,000	76.22%
2028	135,000			750,000	345,000	1,230,000	9,485,000	87.58%
2029	155,000				360,000	515,000	10,000,000	92.34%
2030	160,000				375,000	535,000	10,535,000	97.28%
2031	180,000					180,000	10,715,000	98.94%
2032	115,000					115,000	10,830,000	100.00%
_	\$2,475,000	\$1,120,000	\$2,520,000	\$2,865,000	\$1,850,000	\$10,830,000		

Source: The Village.

\*Preliminary, subject to change.

### Overlapping Debt Statement (1)

<u>Issuer</u>	Bonded Debt	<u>Percent</u>	<u>Amount</u>
Kane County and Forest Preserve	\$ 115,640,000 <sup>(2)</sup>	0.711%	\$ 822,200
Cook County and Forest Preserve	2,726,921,750 <sup>(2)</sup>	0.001%	27,269
East Dundee and Countryside Fire Protection District	3,755,000 <sup>(4)</sup>	47.875%	1,797,706
Dundee Township and Park District	2,071,355 <sup>(2)</sup>	5.559%	115,147
School District Number 300	231,746,782 <sup>(3)(4)</sup>	2.854%	6,614,053
Elgin College Number 509	<u>146,490,000</u> (3)	0.837%	1,226,121
Total Overlapping Debt	\$3,226,624,887		<u>\$10,602,496</u>

<sup>(1)</sup> Debt information for overlapping debt as of April 30, 2021.

Source: The Audit.

### **Legal Debt Margin**

The Village has no general obligation debt limitation. It became a home rule unit of government under Article VII of the 1970 Illinois Constitution by referendum on March 16, 2004. The Village Board has the option to pass an ordinance to set a debt limit for the amount of general obligation bonds outstanding. As of this date, it has not done so.

<sup>(2)</sup> Excludes principal amounts of outstanding General Obligation Alternate Revenue Source Bonds.

<sup>(3)</sup> Includes original principal amounts of outstanding General Obligation Capital Appreciation Bonds.

<sup>(4)</sup> Excludes debt certificates.

### EAV by Use

The following table sets forth the Village's EAV by class of property for the last five levy years.

### Equalized Assessed Valuation by Class of Property<sup>(1)</sup>

	<u>2017</u>	<u>2018</u>	<u>2019</u>	2020	<u>2021</u>
Kane County Residential	\$61,385,611	\$65,835,631	\$69,661,105	\$73,049,773	\$75,179,809
Commercial	24,701,005	25,662,344	26,274,809	26,485,169	26,485,661
Industrial Farm	9,697,535 543	10,103,291 596	11,087,519 0	11,488,292 8.317	12,089,499 2,536
Cook County	1,287,948	1.287.948	1.287.948	1.287.948	1,287,948
Total EAV	\$97,072,642	\$102,889,810	\$108,311,381	\$112,319,499	\$115,045,453
Percent Change:	5.05% <sup>(2)</sup>	5.99%	5.27%	3.70%	2.43%

<sup>(1)</sup> Excludes tax increment financing incremental value, enterprise zone value, and exemptions.

Source: The Audit.

## **Breakdown of Village Tax Rates**

The following table shows the tax rates levied by the Village per \$100 of EAV on property located in the Village for the past five levy years.

## Village Tax Rates by Purpose Per \$100 of EAV

	Levy Years				
	2017	2018	2019	2020	2021
General	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
IMRF	0.0000	0.0000	0.0000	0.0000	0.0000
Police Pension	0.6593	0.6351	0.6148	0.6065	0.6004
Social Security	0.0000	0.0000	0.0000	0.0000	0.0000
Total Rate	<u>\$0.6593</u>	<u>\$0.6351</u>	<u>\$0.6148</u>	<u>\$0.6065</u>	\$0.6004

Source: Kane County Clerk's Office.

#### **Representative Tax Rates**

A representative property owner living in the Village had combined tax rates per \$100 of EAV for the past five tax levy years as set forth below.

### Representative Tax Rates per \$100 EAV

			Levy Years		
	2017	2018	2019	2020	2021
The Village	\$0.6593	\$0.6351	\$0.6148	\$0.6065	\$0.6004
Kane County	0.4025	0.3877	0.3739	0.3618	0.3522
Kane County Forest Preserve	0.1658	0.1607	0.1548	0.1477	0.1435
Dundee Township	0.0783	0.0754	0.0728	0.0719	0.0718
Dundee Township Road District	0.0986	0.0950	0.0917	0.0899	0.0898
School District #300	5.8763	5.6964	5.4778	5.3822	5.3253
Elgin College #509	0.4999	0.5075	0.4865	0.4439	0.4514
Dundee Township Park District	0.5643	0.5445	0.5178	0.4750	0.5127
Dundee Township Library	0.1864	0.1798	0.1737	0.1705	0.1704
East Dundee Fire District	0.9870	<u>1.0544</u>	1.0892	1.0204	<u>1.0414</u>
Total Rate	<u>\$9.5184</u>	\$9.336 <u>5</u>	\$9.0530	\$8.7698	\$8.7588

Source: Kane County Clerk's Office.

<sup>(2)</sup> Based on the Village's 2016 EAV of \$92,406,902.

#### **Tax Extensions and Collections**

The following table sets forth the Village's tax levy and collections for the last five fiscal years and the levy for the current year.

Tax Levy and Collections [Village, can you provide?]

Levy Year	Collection Year	Fiscal Year Ended April 30	Taxes Extended	Taxes Collected to Date	Percent Collected
2016	2017	2018	\$593,999	\$593,430	99.90%
2017	2018	2019	681,153	673,495	98.88%
2018	2019	2020	653,696	652,472	99.81%
2019	2020	2021	666,103	660,049	99.09%
2020	2021	2022	,		
2021	2022	2023		(In process of c	collection)

Source: The Village.

### **Top Taxpayers**

The top ten taxpayers of the Village, their type of business and 2020 EAV are as follows:

#### **Principal Taxpayers**

	2020 EAV	Percentage of EAV <sup>(1)</sup>
PAL Management LLC	\$10,693,230	9.52%
North Start Trust Co.	2,819,985	2.51%
Jim Bergman	2,601,419	2.32%
Pingree 2000 Real	2,532,291	2.25%
SV (East Dundee) LLC	1,774,051	1.58%
Rocky Road Power LLC	1,411,991	1.26%
PAL Group INC	1,326,519	1.18%
River Valley Square Assc. LTD	1,195,374	1.06%
Shilkus Properties LLC	1,154,082	1.03%
First Nat'l Bank & Tr .Co.	978,516	0.87%
Totals	<u>\$26,487,458</u>	<u>23.58%</u>

Based on the Village's 2020 EAV of \$112,319,499, which includes TIF incremental value, enterprise zone value, and excludes exemptions. This represents the latest available information. Source: The Audit.

#### **TIF District Equalized Assessed Valuation**

Following the establishment of the TIF District in 2006, the Village has undertaken efforts to encourage development of commercial and residential areas within the community. As for tax year 2020, the EAV of the TIF District has increased \$16,876,822 over and above the Base EAV of \$8,877,849 that existed prior to the establishment of the TIF District.

Dundee Crossing TIF District EAV
[Village, can you confirm? The Base EAV in the EAV reports differs by year]

Tax year	TIF Base	Increment	Total EAV
2017	\$8,812,314	\$7,827,477	\$16,639,791
2018	8,819,747	9,476,267	18,296,014
2019	8,887,849	14,142,078	23,019,927
2020	8,691,818	15,494,293	24,186,111
2021	8,877,849	16,876,822	25,754,671

Source: Kane County Clerk's Office.

### **TIF Increment**

It is the intention of the Village to pay principal of and interest on the Bonds from incremental property taxes generated from the TIF District. The TIF District was established as a 23-year redevelopment project, with collections continuing through tax year 2029, payable in 2030. The table below provides the incremental property taxes received the last five levy years.

### **Incremental Property Taxes**

	Incremental Property
Collection Year	Tax Collections
2017	\$630,763
2018	745,289
2019	884,886
2020	1,279,138
2021	1,339,552
	2017 2018 2019 2020

Source: Kane County Clerk's Office.

#### Exhibit B

#### Form of Bond Counsel Opinion

#### Exhibit C

Audited Financial Statements for Fiscal Year April 30, 2021

#### **Exhibit D**

#### Form of Investor Letter



JASON SIERPIEN, PRESIDENT

Jason Sierpien Waterslide Purchase 2019

Jason Sierpien
Driving the horse
drawn sleigh ride in 1993



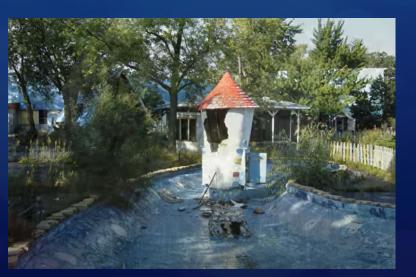
Jason Sierpien Ribbon Cutting Ceremony 2011



1959 – Santa's Village was born



1962 – Polar Dome Opened



2005-2006 - CLOSED & Auction



1983 - Racing Rapids Opened



2010 - Re-Opened

## OVER 63 YEARS OF FUN. FAMILY. MEMORIES

- Brought over 25 Million Visitors into East Dundee
- 250 Jobs filled each season
  - 25 Year Round Positions
- Over \$1M in Sales Tax has been paid out
- Over \$1M in Amusement Tax has been paid out
  - (Since the tax was enacted in 1993)
- Over \$5M spent in Marketing Efforts guiding
   visitors to the East Dundee community in 10 years















# HELPING THE COMMUNITY THRIVE











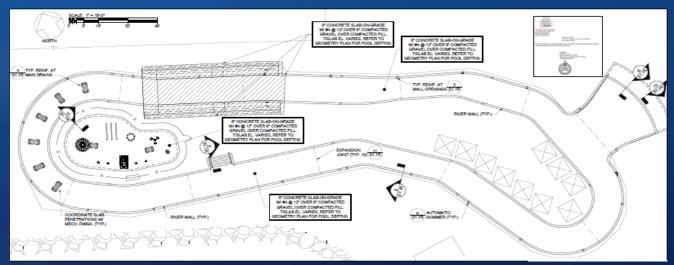
# **OVER \$20 MILLION IN 10 YEARS OF RENOVATIONS**



# WHERE ARE WE HEADED.....PART 1 WATERPARK EXPANSION

#### **CURRENT SEASONAL WATERPARK**

- Phase 1 & 2 COMPLETE = \$2.5 Million
  - Only 1 season to recoup due to Covid
- Max occupants currently 650 people





- 30 additional staff members needed
- 800 linear foot Lazy River (250,000 gallons of water circulating)
- Additional Spray Deck in the center of the lazy river
- The 10<sup>TH</sup> Food Venue on the property
  - **Multiple Full Service Private Cabanas**



# WHERE ARE WE HEADED ..... PART 2

POLAR DOME RENOVATION



- Additional revenues of \$1.5m-\$2.5m expected
- 15 NEW employees needed year around
  - 40,000 sq ft building (ice rink is 16,000 sq ft)
    - Food & Beverage area Refurbishment (6,000 sq ft)
      - <u>High Quality Dining Experience (The Alpine Room)</u>- open to skaters, non-skaters, and the general public
      - Snack Bar

Home of the

- Full Bar with Video Gaming
- Game room geared towards all ages-mix of redemption and VR

# The East Dundee Community Thrives Even More

#### WATERPARK EXPANSION

- \$150,000 additional Amusement Tax first year and growing to over \$450,000 in five years
  as attendance increases to attendance numbers seen in the early/mid 1990's
- OVER \$1M in added taxable income from Food Sales and Retail Merchandise
- Growth of over 100,000 additional guests to East Dundee each season
- Legitimize Santa's Village as a destination for a FAMILY water park



## The East Dundee Community Continues to Thrive

#### POLAR DOME ICE ARENA RENOVATION

- Year Round added entertainment available to the community
- Additional year round employment opportunities
- Increased tax revenue for the Village from food & beverage and retail merchandise
- Additional guests visiting the East Dundee area benefiting other local businesses



- Traveling Hockey Teams
- Hockey Tournaments
- Ice Skating Lessons & Open Skating
- AND POTENTIALLY MORE......



### WE ARE SEEKING.....

Funding assistance of \$3.5 Million to complete this project

#### Time Line

- Polar Dome Renovations to begin May 2022
  - Polar Dome to Potentially Re-open August 2022
- Waterpark Expansion to begin May 2022
  - IDPH Permits & all Engineered drawings already completed & secured
  - Lazy River, Spray Deck, Cabanas and Food Venue to open May 2023

# COME JOIN US THIS SUMMER! THANK YOU FOR YOUR SUPPORT!



# Feel Free to Reach out with Any Questions

Jason Sierpien

Jason@svdundee.com

847-426-6751 Ext. 1100

#### Memorandum

**To:** Village President and Board of Trustees

From: Brandiss J. Martin, Administrative Services Director

**Subject:** 2022 Audit RFP

**Date:** June 20, 2022



#### **Action Requested:**

Motion to approve a Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to Accept a Proposal from Lauterbach and Amen, LLP for Professional Auditing Services.

#### **Funding Source:**

The expense for auditing services is allocated to the General Fund (Finance Department), TIF/BDD Funds, and the Water/Sewer Fund.

#### **Summary:**

On May 3, 2022, the Village opened a Request for Proposal (RFP) for Auditing Services. The RFP is for a five (5) year period with a two (2) year option beginning with the Fiscal Year (FY) ended April 30, 2022. The RFP also includes an additional audit for the year 2023 to accommodate the Village's short-term goal of transitioning to a Calendar Year budget cycle from a Fiscal Year. Therefore, the year 2023 will have an audit for Fiscal Year ending on April 30, 2023 and an audit for Calendar Year ending December 31, 2023. Each subsequent audit will be for Calendar Year ending December 31st. The RFP was posted on the Village's website, DemandStar (a site used to post governmental RFPs), and on in the Daily Herald.

The Village received responses from three (3) firms. The cost for each year includes the audit for the Village, Police Pension, nine (9) TIFs and three (3) BDDs, and Single Audit (if required). The responses are as follows:

Village Annual Audit	2022	2023	2023 (stub)	2024	2025
Sikich	\$45,600	\$46,968	\$48,378	\$49,829	\$51,325
Selden Fox	\$44,250	\$45,750	\$46,750	\$48,750	\$49,750
Lauterbach & Amen*	\$23,280	\$23,830	\$24,460	\$24,890	\$25,420

\*Lauterbach & Amen's proposal does not include a price for the Police Pension Fund as they serve as the Pension Fund's accounting firm. To avoid a conflict of interest, the Village and Police Pension Fund have agreed to have a different auditing firm provide audit services for the Pension Fund. For the last few years, Sikich has performed auditing services for the Pension Fund. The Police Pension has requested the Village cover the cost of the Pension Fund's audit as the Fund has had to pay for their own audit which is typically included in the services provided by Village's auditor.

Staff is recommending continuing with Lauterbach & Amen. Staff is satisfied with their performance over the years, and they have been very helpful in navigating challenging accounting with our numerous TIFs and interfund activities. With recent staff changes and shortages within

the Finance Department, it would be a challenge to transition to a new firm at this time. In addition, the cost difference between the three firms is significant. Staff also recommends the Village cover the cost of the Police Pension Fund's audit by Sikich as follows:

Police Pension Audit	2022	2023	2023 (stub)	2024	2025
Sikich	\$5,600	\$5,768	\$5,941	\$6,119	\$6,303

#### **Legislative History:**

On March 3, 2017, the Village Board approved a resolution for professional auditing services with Lauterbach & Amen, LLP.

#### **Attachments:**

- 1. Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to Accept a Proposal from Lauterbach and Amen, LLP for Professional Auditing Services.
- 2. Lauterbach & Amen Proposal.

Resolution N	Vo.
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#### A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, TO ACCEPT A PROPOSAL FROM LAUTERBACH AND AMEN, LLP FOR PROFESSIONAL AUDITING SERVICES

**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, the Village desires to retain the firm of Lauterbach and Amen, LLP to provide professional auditing services to the Village; and,

WHEREAS, and the President and Board of Trustees of the Village have determined that it is in the best interests of the Village to accept the Proposal for Professional Auditing Services, which is attached hereto and made a part hereof, in order to define the scope and terms of the services that Lauterbach and Amen, LLP will provide to the Village.

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

**Section 1.** That the Proposal for Professional Auditing Services, attached hereto and made a part hereof, is hereby approved and the Village Administrator is hereby authorized to execute and deliver said Proposal on behalf of the Village.

**Section 2.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this	_ day of, 2022, pursuant to a roll call vote as follows
AYES:	
NAYS:	
ARSENT.	

APPROVED thisday of, 2022	
	Jeffrey Lynam, Village President
Attest:	
Katherine Diehl, Village Clerk	

#### Village of East Dundee

#### **PROPOSAL**

#### For the Years Ending:

April 30, 2022, 2023, Eight Months Ended December 31, 2023, December 31, 2024 and December 31, 2025

Due Date: May 31, 2022



#### Lauterbach & Amen, LLP

Certified Public Accountants 668 N. River Road Naperville, Illinois 60563

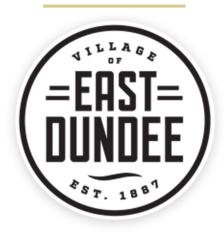
Phone: 630.393.1483

Fax: 630.393.2516

lauterbachamen.com



#### PROPOSAL TO PROVIDE PROFESSIONAL **AUDITING SERVICES**



#### **Village of East Dundee**

For the Years Ending: April 30, 2022, 2023, Eight Months Ended December 31, 2023, December 31, 2024 and December 31, 2025

Due Date: May 31, 2022

#### **Contact Information**

Ronald J. Amen, Partner

630.393.1483

ramen@lauterbachamen.com

Jamie L. Wilkey, Partner

630.393.1483

jwilkey@lauterbachamen.com



#### **TABLE OF CONTENTS**

Transmittal Letter	
Firm Profile	5-10
Key Engagement Personnel	11-14
Audit Approach	15-20
Price and Billing	21-22
References	23-24
Appendix	25-27

www.lauterbachamen.com

CERTIFIED PUBLIC ACCOUNTANTS

May 31, 2022

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

Lauterbach & Amen, LLP (L&A) is pleased to respond to your request to provide auditing services to the Village of East Dundee (Village).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L&A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our five partners share a combined 125+ years of exclusive government experience, with past experience in nonprofit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the Village. L&A possesses the resources and drive to continually exceed your expectations.

At L&A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L&A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L&A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

#### **EXPERTISE**

- Providing professional audit and consulting services to over 400 local governments on an annual basis, and providing compilation and benefit services to over 450 police and firefighters' pension funds.
- Possessing exclusive expertise in the area of local government, as evidenced by our exemplary retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program. L&A is also in the top ten firms nationally that submit audits to the Certificate of Achievement Program.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.

#### **SERVICE AND QUALITY**

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of the team, allowing for the establishment of efficient working relationships with the Village.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the Village, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the Village and any of the Village's uniquely complex issues.

#### CLIENT TRAINING OPPORTUNITIES

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the Village the highest level of service.

During the time we have worked with the Village, our firm has gained valuable knowledge of Village operations, work flow, and internal controls that assist in providing a thorough but efficient audit. We have enjoyed our working relationship with the Village and look forward to hopefully continue working with Management and the Board for years to come.

We are very excited about the opportunity to continue to serve the Village and are committed to providing the Village with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. This proposal is a firm and irrevocable offer for 90 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

Ronald J. Amen

Partner

ramen@lauterbachamen.com

630.393.1483

Partner

jwilkey@lauterbachamen.com

Jamie L Wilke

630.393.1483



Lauterbach & Amen, LLP (L&A) is based in Naperville, Illinois. Founded in 1997 by Sherry Lauterbach and Ron Amen, the firm provides clients with accurate, timely and personalized services that combine large-firm capabilities with small-firm values. Through the years, our services have evolved to meet the growing demands of our clients in the governmental, nonprofit and private sectors.

L&A clients can expect unparalleled service from an experienced team of knowledgeable professionals who double as valuable management resources.

#### **SERVICES**













Actuarial

Audit

**Financial** 

**Payroll** 

Pension

**Tax** 

5 Partners | 45+ Managers | 115+ Staff

#### **INDUSTRIES**

**GOVERNMENT** 

**NONPROFIT** 

PRIVATE SECTOR



#### Firm Philosophy

We have a full-time commitment to accounting and financial reporting, with extensive expertise in the government and nonprofit sectors. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our services lies not only in the performance of an efficient audit, but in our detailed review of finance practices, and our extensive knowledge of key topics affecting local governments. With our extensive experience in the field of local governmental accounting and auditing, we have served a substantial number of municipalities, park districts, libraries, special districts, school districts, pension funds, joint ventures, and various other governmental organizations. We have included a partial list of such entities as references, and would encourage you to contact any or all of them for references as to our qualifications and level of service. We have also provided our current client listing as evidence of our expertise in and commitment to governmental accounting and auditing.

#### **Close Working Relationship with Management**

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our depth of knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact. Through understanding the client's activities and a close working relationship with management, L&A can best respond to and help initiate programs that lead to improved operations and efficiencies.

#### An Audit is a People-Oriented Endeavor

The team at L&A recognizes that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered around this understanding.

#### We strive:

- To create an environment that encourages a high level of communication between the client and our team
- To provide clients with the highest attainable level of staff capabilities through selective recruiting and creation of a work environment that aids personal growth
- To continually improve the quality of our services
- To support our financial, business, professional and social communities



#### A Strong Commitment to the Industry

Our involvement in the local government field includes active membership, support and participation in numerous professional organizations which serve the financial and management teams of local government, including:

































"Involvement in our industry's organizations and providing educational support to those groups is a passion of our leadership team."



- Government Finance Officers Association (GFOA)
- Wisconsin Government Finance Officers Association (WGFOA)
- Illinois Municipal Treasurers Association (IMTA)
- American Institute of Certified Public Accountants
- Illinois CPA Society Committees on Governmental
- AICPA Government Audit Quality Center
- AICPA Nonprofit Center
- Illinois Association of Park Districts/ Illinois Parks and Recreation Association (IAPD/IPRA)
- Illinois Public Pension Fund Association (IPPFA)

- Illinois Government Finance Officers Association (IGFOA)
- Michigan Government Finance Officers Association (MGFOA)
- Illinois Association of School Business Officials (IASBO)
- Illinois Library Association
- IGFOA Technical Accounting and Review Committee (TARC)
- Township Officials of Illinois
- Illinois Department of Insurance—Task Force
- Special Review Committee Certificate of Achievement for Excellence in Financial Reporting - GFOA



#### **Client Educational Opportunities**

Helping to share our knowledge and expertise in the governmental industry is one of the greatest values we can bring to our clients. We are committed to continually reviewing our process to ensure an efficient audit, ensuring exemplary communication with our clients, and providing

"L&A's value add approach to an audit includes extensive no-cost client training throughout the year."

education on issues affecting local governments on a year-round basis. This no additional cost education includes annual group training sessions with our clients covering such topics as the implementation of GASB pronouncements, changes to auditing standards, understanding of the financial statements, identification of department efficiencies and best practices, and other statutory or hot topics affecting governments.

#### **Government Expertise = Extensive Services Available**

It has been our experience that questions or problems may arise during the year for which a client might call upon us for assistance. The following is a partial list of the services we can provide to our clients:

- Financial reporting-assistance in the implementation of authoritative pronouncement requirements
- Assistance in obtaining or securing the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)
- Utility or enterprise funds-analysis, forecasting, rate structure, and consulting services
- Federal, state and local grant reporting requirements
- Budget-assistance in obtaining the Distinguished Budget Award from the GFOA, appropriation and tax levy documents
- Personnel Issues-evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension fund related issues, including benefit calculations, funding analysis, etc.
- Human resources-taxability issues, fringe benefits, policies, etc.
- Outsourced finance and accounting department functions, including all levels of finance functions
- Taxpayer compliance-specialized audits for selected revenue sources

#### **Communication is the Key**

We consider it essential to maintain the lines of communication throughout the year. To attain this, we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) keep our clients advised of changes and recent developments related to governments.



#### **Quality Assurance**

We are committed to proving the highest quality audit product to our clients during all phases of the audit. Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and our Firm's policies. At L&A we pride ourselves in providing a quality audit. As such, we are a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AIPCA, submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

#### **Peer Review**

The firm undergoes an independent peer review of our accounting and auditing practice as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPA's in public practice, industry, government and education. Our reports have been reviewed by numerous federal and state oversight agencies as well as other external professional agencies and organizations. Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

#### **Independence**

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the Village.

#### **License to Practice**

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.







L&A was ranked as the 17<sup>th</sup> largest accounting firm in the Chicagoland area, according to an annual survey published by Crain's Chicago Business.



#### **DFK International/USA**

Lauterbach and Amen is an independent member of DFK International, a worldwide association of independent accounting and management consulting firms, with locations in over 40 major markets throughout the United States and representation in over 85 countries worldwide. Our membership in DFK enhances our worldwide reach, provides us with additional resources, and expands the world of opportunity for our clients.

#### **Other Information**

L&A has not had any federal or state desk reviews of its audits during the last three years. No disciplinary action has been taken against the firm during the last three years by state regulatory bodies or professional associations.

Per our firm's quality control document, all audit staff are required to meet the AICPA's continuing professional education requirements. Because we are niched in government, the required CPE hours for all of the staff outlined in this proposal are focused on the government industry, with hours also dedicated to Uniform Guidance/Single Audit continuing professional education as required by our industry. The firm utilizes a mix of self-study, in-house training, state Society or AICPA programs, Government Audit Quality Center programs, and programs offered by various government associations, such as the IGFOA.

While we don't anticipate any significant issues during the course of the audit, we will certainly inform the appropriate representatives of the Village Board depending on the nature of the issue and in accordance with our standards for communicating such matters.

#### **Conclusion**

We are thrilled to have the opportunity to continue to serve the Village. We truly believe we have a passion for the government industry and a passion for providing a level of service well beyond just issuing you audited financial statements. Our approach to client service includes open year-round communication, a large network of resources to assist with even non-audit related questions, and a dedication to furthering education on our industry technical standards and best practices. At L&A you will be served by partners who are dedicated to the government industry and a group of over 160 L&A employees that share in that passion and spend all twelve months of the year working on government engagements.



#### Ronald J. Amen, CPA

#### **Managing Partner**

Ron Amen has over 32 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal government entities, universities, nonprofits and other governments.

#### **Educational and Membership Background**

- University of Nebraska
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Government Finance Officers Association (GFOA) and Illinois GFOA
- Member of AICPA Government Audit Quality Center
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- **Instructor for IGFOA Training Courses**
- **Instructor for IMTA Training Courses**

#### **Governmental Accounting and Auditing Experience**

Ron has managed numerous governmental engagements during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, he is often used as a resource for providing creative solutions to issues affecting local governments. He functions as a working partner, in that he is available and present during each phase of the audit process.

Ron has also participated in the management of some large commercial and nonprofit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and nonprofit clients.





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#### Jamie L. Wilkey

#### **Technical Partner**

Jamie Wilkey has over 20 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts and various other units of government.

#### **Educational and Membership Background**

- Truman State University
- Northern Illinois University
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Technical Accounting Review Committee (TARC) with **IGFOA**
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- **Instructor for IGFOA Training Courses**
- **Instructor for IMTA Training Courses**
- **Instructor for IPPFA Training Courses**

#### **Governmental Accounting and Auditing Experience**

Jamie's experience in the governmental sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Jamie has been responsible for the management of numerous annual audits for government units, all of which has either received the Certificate of Achievement for Excellence in Financial Reporting Award from the GFOA in the first year of their submittal to the program or maintained their Certificate standing.

Jamie also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet and consolidated financials. Jamie has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utilities billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.





#### Matt R. Beran, CPA

#### **Operations Partner**

Matt Beran has over 18 years of professional accounting experience, 12 of those are exclusively in the governmental sector. Prior to working in government, Mr. Beran was a supervisor at one of the Big 4 accounting firms. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts, nonprofits and various other units of government.

#### **Educational and Membership Background**

- Truman State University
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of School Board Officials (IASBO)
- Instructor for IMTA Training Courses
- **Instructor for IASBO Training Courses**

#### **Governmental Accounting and Auditing Experience**

Matt's experience in the government sector includes managing numerous governmental engagements. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background.

Matt has been responsible for the training of staff at Lauterbach and Amen. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual versus modified accrual accounting. He researches new GASB pronouncements and gains an understanding of the change and how it will affect clients, audit staff, and the audit process. Then Matt passes along this knowledge to clients to ensure they understand what is changing.

Matt has also been responsible for various agreed-upon procedures including forensic audits. He has been able to observe various municipalities, park districts and libraries and prepare an extensive report on their current internal controls and procedures. Matt will also then give various suggestions on how to improve internal controls and procedures to improve efficiency and accuracy while still having proper segregation of duties.





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#### **Audit Team Key Personnel**



#### Monika Adamski

Monika has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of DePaul University. Monika is specialized in municipal and state agency audits as well as school districts and nonprofit entities and also specializes in internal control assessment for all governmental clients.



#### Tim Gavin

Tim has 15 years of professional accounting experience exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Tim is specialized in audits, accounting services and financial reporting. He retains highly specialized skills in accounting and auditing software.



#### Jennifer Martinson

Jen has 9 years of professional accounting experience exclusively in the governmental sector. She is a graduate of the University of Miami and a Certified Public Accountant. Jen specializes in municipal audits, staff training and new hire training. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual adjustments.



#### **Brad Porter**

Brad has 7 years of professional accounting experience exclusively in the governmental sector. He is a graduate of University of Saint Francis and a Certified Public Accountant. Brad specializes in staff development and the training and auditing of local governments and park districts.



#### Don Shaw

Don has 12 years of professional accounting experience, 8 of those years are exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Don specializes in municipalities, school districts and Uniform Grant Guidance single audit testing, reporting and submission.



#### Ann Scales

Ann has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of Marquette University and is a Certified Public Accountant. Ann specializes in finalizing Comprehensive Annual Financial Reports for our clients - meeting the requirements established by the GFOA. Ann has completed the AICPA's Nonprofit Level I and Level II Certificate Program. She specializes in auditing and performing consulting services for municipalities and nonprofits.



#### **AUDIT APPROACH**

#### Overview

We are prepared to meet or exceed all requirements and expectations of the Village. The partners of L&A will be involved in all phases of the audit of the Village as outlined below. L&A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of the issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

Below is our proposed schedule for your audit phases in accordance with the requirements stated in the RFP:

	PHASE		TIMING	PARTNER	MANAGER	SUPERVISOR	TOTAL- HOURS (EST)
Planning	Phase 1	Planning	Early July	2 Hours	4 Hours	2 Hours	8 Hours
	Phase 2	Preliminary Fieldwork	August	4 Hours	8 Hours	12 Hours	24 Hours
	Phase 3	Fieldwork	Late September	14 Hours	38 Hours	68 Hours	120 Hours
v = j	Phase 4	Drafts	Early October	4 Hours	16 Hours	6 Hours	26 Hours
	Phase 5	Audit Completion	Late October	4 Hours	6 Hours	5 Hours	15 Hours



## **GFOA** Certificate of Achievement

L&A fully supports the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their certificates and have submitted over a thousand award applications to GFOA over the years. We also work with our clients in subsequent years on the implementation of any recommendations provided by the GFOA. We will respond to GFOA comments for



improvement and take care of the filing of the necessary documents each year. We currently submit in excess of one-hundred reports to the GFOA on an annual basis and are in the top ten firms nationally that submit to the program.

## **Audit Scope and Standards**

L&A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the Village's financial statements, with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this information. Introductory and Statistical sections of the Comprehensive Annual Financial Report, if applicable, will not be audited by us.

The audit will be conducted in accordance with generally accepted auditing standards, and, if a single audit becomes necessary, the standards for financial audits contained in Governmental Auditing Standards (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of Uniform Grant Guidance 2CFR-2000/OMB Circular A-133, Audits of State and Local Governments and Nonprofit Organizations.



**Phase 1: Planning** 



Early July

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the Village to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focusing on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the Village.
- Developing a schedule for completing the subsequent phase of the audit.

# **Phase 2: Preliminary Fieldwork**



August

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the Village and its finances through a review of various documents and through discussions with the Village. During this phase, we will begin the required study and evaluation of internal accounting controls as part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the Village for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.



# **Phase 2: Preliminary** Fieldwork (Cont'd)



# August

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm and the Village.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

**Phase 3: Fieldwork** 



Late September

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detailed testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and; therefore, provide for the most efficient and effective approach.



# Phase 3: Fieldwork (Cont'd)



# Late September

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Position
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures will include confirmation of year-end balances, vouching documents and analytic reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures includes examinations of documents for proper approval and review of procedures for compliance with rules, regulations and Village policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter and other required communication letters that we will review and discuss with the Village during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits not only in reporting, but also in suggestions and recommendations.



# **Phase 4: Drafts**



# **Early October**

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at our office and a draft of the Comprehensive Annual Financial Report and related communication letters will be provided to the Village no later than the date agreed to during the entrance conference. The Village will then have a sufficient amount of time to review the draft for questions and/or changes. L&A will then return to the Village's location for the final draft where we will review the Village's questions and/or changes to the Comprehensive Annual Financial Report as well as the client communication letters and submit a final draft of the Comprehensive Annual Financial Report to the Village.

# Phase 5: Audit **Completion**



## Late October

Upon approval of the drafts by the Village, we will deliver final, bound financial Comprehensive Annual Financial Reports. At the completion of our audit, we will also provide a the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document. The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations and best practices that we believe may be relevant.
- Upcoming GASB Pronouncements or auditing standards that may affect the Village's financial statements in the future.

L&A strives for continual communication with Village staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Comprehensive Annual Financial Report and communication letters with representatives of the Village.



# PRICE AND BILLING

# **AUDIT SERVICES** RFP RESPONSE FORM

Lauterbach & Amen, LLP Firm:

Ronald J. Amen, Partner Firm Contact/Project Manager:

ramen@lauterbachamen.com **Email Address:** 

668 N. River Road Address:

Naperville, IL 60563

Phone: 630.393.1483 | Fax: 630.393.2516 Telephone and Fax Numbers:

Signature of Authorized Agent: Partner

May 31, 2022 Date of Proposal Submission:

## PRICE STRUCTURE

	April 30, 2022	April 30, 2023	December 31, 2023	December 31, 2024	December 31, 2025
Village of East Dundee Audit	\$18,100	\$18,500	\$18,900	\$19,300	\$19,700
TIF/BDD Audits (9 TIFs/3 BDDs)	\$2,180	\$2,230	\$2,260	\$2,290	\$2,320
Subtotal	\$20,280	\$20,730	\$21,160	\$21,590	\$22,020
Any Additional					
TIF or BDD Created	\$370	\$380	\$380	\$390	\$390
Single Audit, if Required	\$3,000	\$3,100	\$3,200	\$3,300	\$3,400



## PRICE AND BILLING

HOURS SCHEDULE							
	Hours	Standard Rate	<b>Quoted Rate</b>	Total			
Partner	28	\$160	\$150	\$4,200			
Manager	72	\$130	\$120	\$8,640			
In-Charge	93	\$90	\$80	\$7,440			
_	193		-	\$20,280			

In 25 years of providing auditing services, Lauterbach & Amen, LLP has never increased an audit price from what was proposed in the RFP. This includes implementation of all future FASB and GASB pronouncements.

Our firm stresses that we are available throughout the year to provide technical accounting and financial reporting assistance to the Village. We encourage clients to contact us with questions that may arise. In addition, we provide no cost client training to introduce new GASB pronouncements and auditing standards that may affect the Village, as well as providing other training topics based on client requests and needs.

## **Schedules Requested**

The proposed annual prices are based upon staff support at all levels from the Village personnel and that the Village will provide adjusted trial balances and support (detailed schedules that reconcile to the trial balance) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the Fieldwork Phase of the Audit Approach section of this proposal.

#### **Additional Services**

Should it become necessary for the Village to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

As independence standards have recently become more stringent related to the types of additional services auditors can perform, L&A would review these independence standards and the types of services requested prior to proposing on any additional services.



# REFERENCES

We know that our best endorsement comes from satisfied clients. We invite you to contact the following clients who have been serviced by our firm to inquire about their experience and how our services continue to bring value to our clients. Additional references can be provided upon request.

	Client	Contact	Engagement
STREAM WOOD AS STREAM	Village of Streamwood*	Josh Peacock (630) 736-3815 jpeacock@streamwood.org	Audit Services Since 2013 Partner: Matt Beran
SOUTH BARRINGTON	Village of South Barrington	Michelle Bodie (847) 381-7510 mbodie@southbarrington.com	Audit Services Since 1998 Partner: Jamie Wilkey
SOUTH FLGIN	Village of South Elgin*	Megan Golden (847) 742-5780 mgolden@southelgin.com	Audit Services Since 1998 Partner: Ron Amen

<sup>\*</sup> Indicates governments who currently hold the GFOA Certificate of Achievement.



# REFERENCES

## **Additional Clients Served**

L&A stands by our quality and service. As such, we encourage you to reach out to any of the clients listed below that we serve to learn more about their experience with our firm.

Municipalities, Townships and Counties							
Addison Township	Cuba Township	Harvard	Markham	Pingree Grove*	Streamwood*		
Algonquin	Dolton	Henry County	Mendota	Plano	Streator		
Antioch*	East Dundee*	Hinckley	Midlothian	Poplar Grove	Sugar Grove*		
Barrington	East Hazel Crest	Hinsdale	Milton Township	Princeton	Sycamore*		
Barrington Hills	East Moline	Homewood	Monee	Prospect Heights	Thornton*		
Bartlett*	Elburn	Inverness	Montgomery*	Riverside*	Timberlane		
Beach Park*	Elk Grove Village*	Johnsburg*	Morton Grove*	Riverwoods	Vernon Hills		
Berkeley	Elwood*	Justice	Mount Prospect	Rock Island*	Volo		
Bloomingdale*	Evanston	Kenilworth	Naperville Township	Rockford*	Warrenville*		
Bradley	Fox River Grove	Kildeer*	New Milford	Rolling Meadows*	Waukegan		
Buffalo Grove*	Frankfort*	Lake Barrington	Normal*	Rosemont	West Chicago*		
Burlington	Georgetown	Lake Bluff	North Aurora*	Round Lake Beach	Western Springs		
Burnham	Gilberts*	Lake Villa	North Barrington	Sandwich	Wheaton*		
Burr Ridge	Glen Ellyn*	LaSalle County	North Riverside*	Schaumburg	Willow Springs		
Campton Hills	Glencoe*	Libertyville*	Northbrook	Shabbona	Wilmette*		
Carpentersville*	Glenview*	Lincolnwood*	Northfield*	Skokie	Winnetka*		
Cary	Golf	Lindenhurst	Northfield Township	Sleepy Hollow	Winthrop Harbor		
Champaign	Grayslake	Lombard*	Orland Park	South Barrington	Woodridge*		
Cherry Valley	Gurnee*	Lyndon	Palos Park*	South Elgin*	York Township		
Cortland	Hampshire	Manhattan*	Park Forest*	Stickney	Yorkville*		
Country Club Hills	Hanover Park	Maple Park	Park Ridge	Stone Park	Zion Township		

<sup>\*</sup> Indicates governments who currently hold the GFOA Certificate of Achievement.





# **APPENDIX**

## **ELLIN & TUCKER**

#### REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of

Lauterbach & Amen, LLP and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (Firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and procedures performed in a System Review as described in the Standards may be found at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### FIRM'S RESPONSIBILITY

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and remediating weaknesses in its system of quality control, if any.

### PEER REVIEWER'S RESPONSIBILITY

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

#### **REQUIRED SELECTIONS AND CONSIDERATIONS**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.





# **APPENDIX**

# **ELLIN & TUCKER**

#### **OPINION**

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended June 30, 2019 has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Lauterbach & Amen, LLP has received a peer review rating of pass.

ELLIN & TUCKER

**Certified Public Accountants** 

Baltimore, Maryland December 27, 2019



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate florder in fled of such endorsement(s).				
PRODUCER	CONTACT NAME: Tracey Meicher, CIC, CRIS			
Crum-Halsted Agency, Inc.	PHONE (A/C, No, Ext): (630)443-7300 FAX (A/C, No): (630)587	-9826		
427 N Kirk Road	E-MAIL ADDRESS: tmeicher@crumhalsted.com			
Suite 113	INSURER(S) AFFORDING COVERAGE	NAIC #		
Geneva, IL 60134	INSURER A: Citizens of America	31534		
INSURED	INSURER B: Allmerica Financial Benefit	41840		
Lauterbach & Amen, LLP	INSURER C: The Hanover Insurance Company	22292		
668 N River Road	INSURER D: HSB Specialty Insurance Company	14438		
Suite 100	INSURER E:			
Naperville, IL 60563	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2022 Standard Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	 S
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					OBCA886072	3/31/2022	3/31/2023	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
D	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	х	OTHER: Cyber Liability			6620628	3/31/2022	3/21/2023	Aggregate Limit of Insurance	\$ 1,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A		ANY AUTO						BODILY INJURY (Per person)	\$
^		ALL OWNED SCHEDULED AUTOS AUTOS			OBCA886072	3/31/2022	3/31/2023	BODILY INJURY (Per accident)	\$
	х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
	х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,000
A		EXCESS LIAB CLAIMS-MADE			OBCA886072	3/31/2022	3/31/2023	AGGREGATE	\$ 5,000,000
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
В	(Man	datory in NH)	"/^		W2CA886039	3/31/2022	3/31/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Pro	ofessional Liability			LHCA595928	3/31/2022	3/31/2023	Limit per Claim / Aggregate	\$5,000,000
С	Cri	me			LHCD872046	3/31/2022	3/31/2023	Employee Dishonesty	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION		
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	Ted Rosenow, CIC/TM Yhudan A Rouman		

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### Memorandum

**To:** Village President and Board of Trustees

**From:** James Kruger, Chief of Police

**Subject:** Replacement of Video and Access Control Systems at the Police Department

**Date:** June 20, 2022

### **Action Requested:**

A motion to approve a resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to waive the competitive bidding and award contract to Current Technologies Corporation for the purchase and replacement of a closed-circuit audio video system in the amount of \$51,410.30 and access control system in the amount of \$29,381.05.

#### **Funding Source:**

Capital Improvement Fund 32-21-5942

### **Summary:**

Over the past year, the police department video surveillance system has been inoperable multiple times per week. The current IT consultants, Helping Hands IT, have attempted several repairs; however, they have been unable to get the system up and running reliably. The existing system is a hardwired Honeywell system installed when the building was repurposed. We have since learned that a majority of the cameras installed were foreign imports that are now on the ban list by the Federal government and are unable to be repaired.

The access control system is also Honeywell and does not communicate with the current camera system as most modern systems do. Both the video surveillance and access control systems are at their allowable expansion space, which would pose as a challenge and expense should there be a desire to add additional security to Village Hall. The proposed system would allow for the addition of cameras and/or access control.

Staff has had significant concerns about officer safety since the cameras have gone down during physical arrests and booking. We have also been unable to rely on video footage when the Depot has been vandalized over the last couple of months. More notably, we are required by law to have an arrestee on video when in custody for certain felony arrests; we are unable to ensure that we will be able to comply since the video system has consistently been inoperable and is unreliable. In addition to video footage, we are experiencing audio clarity issues in the booking area that also creates an officer safety concern.

The current camera system was set up to only save video clips for 48 hours after an event. This would not be ideal for review purposes. In speaking with the proposed video system vendor, Current Technologies, they have advised footage can be saved for up to 60 days via cloud. Cloud-based systems eliminate the repeated IT service costs, or the storage and maintenance required of in-house DVRs. Current Technologies has advised staff that the cabling throughout the building is more than sufficient which would reduce installation costs. Lastly, any troubleshooting can be done remotely at a minimal or no cost which would be ideal during time-sensitive scenarios.

Staff understands this is a significant unbudgeted expense; however, it is a critical unforeseen need coupled by the ability to comply with state laws regarding the recording of certain arrestees/interviews. There is \$96,000 budgeted in this fiscal year for police vehicle replacement that will not be used due to our transition to a vehicle leasing agreement. We will also be receiving revenue from the leasing agreement of approximately \$120,000 that can both be used to pay for this expense. Staff did receive another estimate from an additional vendor that was approximately \$84,000 but that was for video alone, not including an access control system. While that other vendor's system is also cloud based, the cameras are proprietary; if the village left that other company, those cameras would be unusable. The system proposed by Current Technologies can be used by any system in the future should we wish to change direction.

The 5-year cost and licensing for both video system and access control is \$80,791.35 and is proposed to be funded by the savings realized in the capital improvement projects fund from the switch to a police vehicle leasing agreement.

#### **Attachments:**

- 1. Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to waive the competitive bidding and award contract to Current Technologies Corporation for the purchase and replacement of a closed-circuit audio video system in the amount of \$51,410.30 and access control system in the amount of \$29,381.05
- 2. 5-Year Access Control Proposal from Current Technologies
- 3. 5-Year Video System Proposal from Current Technologies

Resolution No.

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,

COOK AND KANE COUNTIES, ILLINOIS, TO WAIVE THE COMPETITIVE BIDDING AND AWARD CONTRACT TO CURRENT TECHNOLOGIES CORPORATION FOR THE PURCHASE AND REPLACEMENT OF A CLOSED-CIRCUIT AUDIO VIDEO SYSTEM IN THE AMOUNT OF \$51,410.30 AND ACCESS CONTROL SYSTEM IN THE AMOUNT OF \$29,381.05

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**, the Village desires waive the competitive bidding to replace and purchase a closed circuit audio video system and access control system for the police department; and,

WHEREAS, and the President and Board of Trustees of the Village have determined that it is in the best interests of the Village to award a 5-year proposal for the closed-circuit audio video system and access control system, which is attached hereto and made a part hereof, in order to define the scope and terms of the purchase that Current Technologies Corporation will provide to the Village.

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

**Section 1.** That the 5-year Proposal for a closed-circuit audio video system and access control system, attached hereto and made a part hereof, is hereby approved and the Village Administrator is hereby authorized to execute and deliver said Proposal on behalf of the Village.

**Section 2.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
APPROVED thisday of, 2022	
	Jeffrey Lynam, Village President
	come, cynam, image i recident
Attest:	
Katherine Diehl, Village Clerk	



#### **Current Technologies Corporation**

401 Eisenhower Lane South Lombard, IL 60148 www.currenttech.net 630.388.0240

## **Prepared For:**

#### East Dundee, Village of

Jim Kruger Jr. 115 E. 3rd Street East Dundee, IL 60118 United States (847) 428-4034 jkruger@eastdundee.net

#### Quote

CTCQ21998

Quote Created: 5/25/2022 Quote Expires: 7/15/2022 By: Sboonstra

Description:

East Dundee, Village of - 32 camera Ava system w/ 5 yr

#### Quote to perform the following:

- -Replacement of 31 existing cameras with new Ava 5MP cameras
- -Installation of 1 new Ava 5MP camera in workout room with new cable run
- -Configuration of system complete
- -Installation of software for viewing PC's
- -Training of system upon completion of project

#### Assumptions:

- -Access to all areas needed
- -All existing cables are in good working condition
- -Existing viewing PC's are in good working condition
- -Internal IT support for correct configuration of switchports

Line	Qty	Description	Unit Price	Ext. Price
1		CAMERAS		
2	24	Promo with Ava Aware Cloud camera - Compact dome white. 5MP resolution. 60 days retention. AI-powered, IR and microphone, indoor only, up to 10 year warranty with an active Aware license.	\$607.43	\$14,578.32
3	8	Ava Aware Cloud camera - Dome white. 5MP resolution. 60 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.	\$945.27	\$7,562.16
4		LICENSES FOR CAMERAS		
5	32	(5 Year) Subscription to Ava Aware Cloud, per camera. Real-time video-analytics.	\$539.86	\$17,275.52
6		MISC.		
7	1	1000FT Cat 6 Bulk Bare Copper Ethernet Network Cable UTP, Stranded, In-Wall Rated, 550MHz, 24AWG – Yellow	\$210.94	\$210.94
8	32	Current Technologies - Device Installation Materials Bundle (for wireless access points, cameras or other devices)	\$18.23	\$583.36
9		LABOR		
10	1	Prevailing Wage Surveillance Labor	\$11,200.00	\$11,200.00

	SubTotal	\$51,410.30
This quote is subject to Current Technologies' Terms and Conditions located at http://www.cu Product and labor orders over \$2,500 require 50% payment up front, 50% due within 15 days of project. Shipping/Handling & applicable sales tax are not included in this quote and will be require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support &	s of receipt or upor invoiced. The follo	n completion wing items

Description

To order, please sign and email to orders@currenttech.net or request an e-signature link from your salesperson

Agreed and Accepted by \_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_ PO# \_\_\_\_\_



**Current Technologies Corporation** 

401 Eisenhower Lane South Lombard, IL 60148 www.currenttech.net 630.388.0240

**Prepared For:** 

East Dundee, Village of

Jim Kruger Jr. 120 Barrington Ave East Dundee, IL 60118 United States (847) 428-4034 jkruger@eastdundee.net Quote

CTCQ22020

Quote Created: 5/27/2022 Quote Expires: 7/15/2022 By: Sboonstra

Description:

East Dundee, Village of - ACCESS CONTROL 5 YEAR

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1		READERS		
2	14	Single Gang Reader, Mutli. Freq.	\$202.70	\$2,837.80
3		SMART HUBS, CONTROLLERS, and BOARDS		
4	2	Core Series 8 port 12/24VSmart Hub, 8 entry +4 capacity, Power supply: OP-ECL2-PS (6A in 12V)	\$1,844.59	\$3,689.18
5	1	4 entry +2 relay expansion module (requires OP-ACC) 4 Openpath reader inputs, 4 REX, 4 contact, 4 generic inputs, 6 output relays	\$506.76	\$506.76
6		CARDS and FOBS		
7	10	MIFARE Classic Key Fob, 10 pack	\$40.54	\$405.40
8		TRAINING		
9	1	Tailored End User Training: 1- hour sessions dedicated to specific account management and use cases, beyond what is offered via the Openpath knowledge base	\$227.03	\$227.03
10		ANNUAL SOFTWARE		
11	2	Annual subscription for Basic for Pack of 10 entries, includes 500 active users (5 Year)	\$5,399.33	\$10,798.66
12		LABOR		
13	1	Prevailing Wage Access Control Labor	\$9,800.00	\$9,800.00
14		ARMORY DOOR ADD		
15	1	Locksmith Install of Heavy Duty Electric Strike (Parts and Labor)	\$1,116.22	\$1,116.22

	SubTotal	\$29,381.05
This greate is subject to Compact Technological Towns and Conditions leasted at http://www.gr	wonttook not/tow	
This quote is subject to Current Technologies' Terms and Conditions located at http://www.cur Product and labor orders over \$2,500 require 50% payment up front, 50% due within 15 days of project. Shipping/Handling & applicable sales tax are not included in this quote and will be i	of receipt or up	on completion

Description

require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support & Thermal Cameras.

To order, please sign and email to orders@currenttech.net or request an e-signature link from your salesperson

Agreed and Accepted by \_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_ PO# \_\_\_\_\_\_

### Memorandum

**To:** Village President and Board of Trustees

From: Franco Bottalico, Management Analyst

**Subject:** No Parking Upon any Grass, Lawn, or Dirt Ordinance Amendment

**Date:** June 20, 2022

### **Action Requested:**

Discussion and consideration of an ordinance amending Section 72.01 parking regulations to include no parking upon any grass, lawn, or dirt on properties.

### Fiscal Impact:

\$60 per violation.

#### **Summary:**

From time-to-time the Village receives complaints regarding properties with vehicles parked on their grass/lawn. Currently the building department may issue a citation for parking in the front yard per Section 157.091(B)(5) of the Municipal Code zoning code. However, police officers are unable to enforce certain sections of the zoning code. Staff recommends the Village Board amend Section 72.01, Parking Regulations, of the Municipal Code, prohibiting parking on the grass, lawn, or dirt on properties.

Proposed Amendment to Section 72.01 Parking Regulations:

Street	Location	Side of Street	Special Provisions
N/A	Upon any grass, lawn, or dirt on properties.	N/A	None

### **Attachments:**

Proposed ordinance

## Ordinance No. 22 -

## AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS AMENDING SECTION 72.01 PARKING REGULATIONS TO INCLUDE NO PARKING UPON ANY GRASS, LAWN, OR DIRT ON PROPERTIES

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

WHEREAS, Section 11-208 of the Illinois Vehicle Code (625 ILCS 5/11-208) authorizes a municipality to designate no parking zones within its jurisdiction;

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

**Section 2: Village Code Amendment.** That Section 72.01, Parking Regulations, of the Code of the Village of East Dundee, is hereby amended by amending the following no parking restrictions:

Street	Location	Side of Street	<b>Special Provisions</b>
N/A	Upon any grass, lawn, or dirt on properties.	N/A	None

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

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

**Section 5**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

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

ADOPTED this	_ day of June, 2022 pursuant to a roll call vote as follows:
AYES:	
NAYES:	

ABSENT:	
<b>APPROVED</b> by me this day of June,	2022.
Jeffery Lynam	ı, Village President
ATTEST:	
Katherine Diehl, Village Clerk	
Published in pamphlet form this day of Ju Village President and Board of Trustees.	ne, 2022, under the authority of the
Recorded in the Village records on June, 2022.	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
		05/04/0000	40.40		00 00 5000
053122 1	SLUDGE PUMP LABELS	05/31/2022	13.18		60-33-5630
053122 1	WIRE	05/31/2022	33.18		60-33-5630
Total ACE H	ARDWARE:		46.36		
BRANDISS MART	TIN C/O PETTY CASH - PD				
030822	SWAT DINNER	03/08/2022	150.00		01-21-5420
Total BRANI	DISS MARTIN C/O PETTY CASH - F	PD:	150.00		
CATHODIC PROT	ECTION MANAGEMENT, INC				
10126	68 TOWER	05/17/2022	400.00		60-33-5130
Total CATHO	ODIC PROTECTION MANAGEMEN	Γ, INC:	400.00		
COVERALL NOR	TH AMERICA DBA				
101696366	CLEANING VH INCREASE 0122	05/25/2022	30.00		01-12-5110
101696366	CLEANING VH INCREASE 0222	05/25/2022	30.00		01-12-5110
101696366	CLEANING VH INCREASE 0322	05/25/2022	30.00		01-12-5110
101696366	CLEANING VH INCREASE 0422	05/25/2022	30.00		01-12-5110
1010696356	CLEANING POLICE ADDL SERV	05/25/2022	485.00		01-21-5121
1010696356	CLEANING POLICE GARAGE	05/25/2022	250.00		01-21-5121
1010696356	CLEANING DEPOT ADDL DAYS	05/25/2022	475.00		01-31-5110
Total COVE	RALL NORTH AMERICA DBA:		1,330.00		
DUNDEE NAPA A	AUTO PARTS				
410716	TIRE PRESSURE GUAGE	04/28/2022	51.21		01-31-5630
Total DUNDI	EE NAPA AUTO PARTS:		51.21		
GALLS AN ARAM	IARK COMPANY				
19614198	UNIFORM ALLOW RM	10/26/2021	87.34		01-21-5080
19014190	UNIFORIVI ALLOW RIVI	10/20/2021			01-21-3080
Total GALLS	S AN ARAMARK COMPANY:		87.34		
LAN ELECTRIC					
133-21	REPAIRS ON CLARIFIER	08/18/2021	1,043.85		60-33-5131
Total LAN El	LECTRIC:		1,043.85		
			·		
	OUNCIL OF GOVERNMENT	02/00/0000	70.00		04 40 5400
4610	LEG BREAKFAST - JL, ES	03/09/2022	70.00		01-12-5420
Total METRO	O WEST COUNCIL OF GOVERNME	ENT:	70.00		
P.F. PETTIBONE					
182054	BUSINESS CARDS RM	04/13/2022	67.80		01-21-5340
Total P.F. Pl	ETTIBONE:		67.80		
US BANK	TRAINING REG	05/25/2022	120.00		01-12-5420
6300 060600 E		0312312022	120.00		01-12-3420
6309 252522 E		05/05/0000	40.07		04 42 5420
6309 252522 E	MEETING MEAL	05/25/2022	49.27		01-12-5420
6309 252522 E 6309 252522 E		05/25/2022 05/25/2022 05/25/2022	49.27 191.29 276.00		01-12-5420 01-12-5430 01-31-5530

VILLAGE OF EAST DUNDEE

Warrant Report JUNE 20, 2022 FY2022 Report dates: 6/20/2022-6/20/2022 Page: 2 Jun 17, 2022 11:24AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
5824 052522 G IPHONE		05/25/2022	.99		60-33-5320
Total US BANK:			637.55		
Grand Totals:			3,884.11		

#### Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "FY22"

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
053122		05/21/2022	.99		01 12 5110
	OUTLET COVERS VH	05/31/2022			01-12-5110
053122	CHAIN TO HANG FLAGS	05/31/2022	4.99-	•	01-21-5121
053122	CHAINS TO HANG FLAGS	05/31/2022	14.97		01-21-5121
053122	GRAFFITTI REMOVER	05/31/2022	28.98		01-31-5630
053122	SHOP TOOLS	05/31/2022	111.96		01-31-5640
053122	SUPPLIES	05/31/2022	34.48		01-31-5640
053122	HOOKS FOR WATER PLANTS	05/31/2022	6.59		60-33-5110
053122	901 CENTRIFUGE	05/31/2022	30.89		60-33-5130
053122	BATTERIES	05/31/2022	15.99		60-33-5630
Total ACE H	HARDWARE:		239.86		
ALARM DETECT	ION SYSTEMS				
229066-1005	QUARTERLY SERVICE - WTP	06/05/2022	356.43		60-33-5290
Total ALAR	M DETECTION SYSTEMS:		356.43		
AT&T					
060422	ATT VILLAGE	06/04/2022	251.37		01-12-5320
060422	ATT W/S	06/04/2022	488.99		60-33-5320
Total AT&T:			740.36		
	TION CODE SERVICES INC				
59155	PLUMBING PLAN REVIEW	06/03/2022	200.00		01-25-5290
Total B&F C	CONSTRUCTION CODE SERVICES	INC:	200.00		
BATEMAN LAW	OFFICES, LTD				
060722	EDPD AA HEARING	06/07/2022	308.75		01-21-5230
060722	BUILDING DEPT MATTER	06/07/2022	166.25		01-25-5230
Total BATE	MAN LAW OFFICES, LTD:		475.00		
BONKOSKI LAW	N CARE, INC.				
053022	MOW VARIOUS ROW AND VILL	05/30/2022	3,065.00		01-31-5110
053022	MOW WATER FACILITIES	05/30/2022	80.00		60-33-5110
053022	MOW WASTEWATER FACILITIES	05/30/2022	320.00		60-33-5111
Total BONK	OSKI LAWN CARE, INC.:		3,465.00		
BRANDISS MAR	TIN C/O PETTY CASH - PD				
052622	WDW/TT EVENT DOG TREATS	05/26/2022	17.53		01-37-5631
Total BRAN	DISS MARTIN C/O PETTY CASH - I	PD:	17.53		
C. ACITELLI HEA	ATING AND PIPING CONTR.				
36236	HVAC WORK	05/31/2022	13,847.00		39-01-5954
Total C. AC	ITELLI HEATING AND PIPING CON	TR.:	13,847.00	•	
				•	
CEDAR PATH NU 1935224	IRSERIES PARKWAY TREES	05/27/2022	407.00		01-31-5190
1333224	LANKWAI IIVES	0312112022	407.00	-	01-01-0190
Total CEDA	R PATH NURSERIES:		407.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
2894453	NGS WATER VH	05/27/2022	34.58		01-12-5630
2001100		00/21/2022			02 0000
Total CENT	URY SPRINGS:		34.58		
CINTAS FIRST A	ID & SAFETY				
4121888607	FLOOR MATS - VH	06/08/2022	28.02		01-12-5110
Total CINTA	AS FIRST AID & SAFETY:		28.02		
060822	COM ED VILLAGE	06/08/2022	1,576.66		28-01-5510
000022	COM ED VILLAGE	00/00/2022	1,370.00		20-01-3310
Total COME	ED:		1,576.66		
CONSTELLATION	N NEW ENERGY				
62461049501	CONSTELLATION W/S	06/30/2022	612.90		01-31-5510
62461049501	CONSTELLATION PW	06/30/2022	14,879.73		60-33-5510
Total CONS	STELLATION NEW ENERGY:		15,492.63		
13146	OD FARM LLC SOD AND SEED	06/02/2022	90.80		01-31-5150
Iotal COON	N CREEK SOD FARM LLC:		90.80		
COVERALL NOR	TH AMERICA DBA				
1010696366	CLEANING VH ADDL COST 05/2	06/03/2022	30.00		01-12-5110
1010697284	CLEANING VH	06/01/2022	329.00		01-12-5110
1010697284	CLEANING POLICE	06/01/2022	595.00		01-21-5121
1010696356-1	CLEANING DEPOT ADDL SERV	06/03/2022	475.00		01-31-5110
1010697284	CLEANING DEPOT	06/01/2022	95.00		01-31-5110
1010697284	CLEANING PW PRAIRIIE LAKE	06/01/2022	236.00		01-31-5110
1010697284	CLEANING PW 446 ELGIN AVE	06/01/2022	95.00		60-33-5111
1010697284	CLEANING PW 401 ELGIN AVE	06/01/2022	236.00		60-33-5111
Total COVE	RALL NORTH AMERICA DBA:		2,091.00		
CREATIVE BBOA	MOTIONAL APPAREL				
18018	LOGOS ON VESTS	05/31/2022	48.25		01-31-5630
10010	2000 011 VE010	00/01/2022			3. 3. 3000
Total CREA	TIVE PROMOTIONAL APPAREL:		48.25		
DOTY & SONS C	ONCRETE PRODUCTS				
68579	PLANTERS & BENCHES	05/25/2022	10,178.50		34-01-5954
Total DOTY	& SONS CONCRETE PRODUCTS:		10,178.50		
DUNDEE FORE					
B48318	SQUAD 37	05/02/2022	90.41		01-21-5120
848402	SQUAD 37 SQUAD 36	05/02/2022	61.52		01-21-5120
849020	SQUAD 34	05/24/2022	35.20		01-21-5120
		<del>.</del> _ <del>.</del>			-
Total DUND	DEE FORD:		187.13		
DUNDEE MARAT	HON				
8614	WDW ICE	06/08/2022	7.86		01-37-5790

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DUND	EE MARATHON:		7.86		
FASTSIGNS					
97-61978	MOTOR MONDAYS SIGN	06/08/2022	321.66		01-37-5631
97-61978	WDW SIGNS	06/08/2022	321.67		01-37-5631
97-61978	THIRSTY THURS SIGNS	06/08/2022	321.67		01-37-5631
Total FASTS	SIGNS:		965.00		
FEHR GRAHAM					
108037	SPEEDWAY, HIGGINS	05/31/2022	32,001.75		85-01-2381
Total FEHR	GRAHAM:		32,001.75		
FERGUSON ENT	ERPRISES, LLC				
WW027889	WATER LAB SUPPLIES	05/31/2022	123.25		60-33-5630
Total FERG	USON ENTERPRISES, LLC:		123.25		
FIRST COMMUNI	ICATIONS				
123764518	FAX HR	06/05/2022	9.72		01-12-5320
123764518	FAX PD	06/05/2022	9.71		01-21-5320
Total FIRST	COMMUNICATIONS:		19.43		
FLOOD BROTHE	RS				
060122	GARBAGE	06/01/2022	21,966.16		01-33-5180
Total FLOOI	D BROTHERS:		21,966.16		
FULLIFE SAFETY	/ CENTER				
7220541	SAFETY VEST	06/02/2022	100.00		01-31-5630
7220541	SAFETY VEST	06/02/2022	69.90		60-33-5630
Total FULLII	FE SAFETY CENTER:		169.90		
GALLS AN ARAM	IARK COMPANY				
21126719	UNIFORM ALLOW KM	05/10/2022	97.53		01-21-5080
21253509	UNIFORM ALLOW KM	05/25/2022	108.97		01-21-5080
Total GALLS	S AN ARAMARK COMPANY:		206.50		
GARDINER KOCI	H WEISBERG & WRONA				
9355	LEGAL SERVICES	06/09/2022	7,597.94		01-12-5230
Total GARD	INER KOCH WEISBERG & WRONA:		7,597.94		
HAWKINS, INC.					
6204519	WATER CHEMICALS	06/03/2022	2,322.35		60-33-5650
Total HAWK	(INS, INC.:		2,322.35		
HEINZ, GERALD	& ASSOC.				
20235	MISC CONS SERV	06/03/2022	2,557.50		01-12-5290
20236	LIONS PARK GRANT	06/03/2022	310.00		01-31-5220
20242	2022 STREET PROGRAM	06/03/2022	930.00		28-01-5950

		K	report dates: 6/20/	2022-6/2	0/2022
Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
20241	4TH ST IMPROVEMENT - ENGIN	06/03/2022	1,420.00		32-31-6090
20246	210 E 1ST ST	06/03/2022	77.50		85-01-2028
20245	507 ROCK ROAD	06/03/2022	542.50		85-01-2377
20239	855 MAIN STREET	06/03/2022	487.50		85-01-2380
20244	SANTA'S VILLAGE	06/03/2022	155.00		85-01-2389
20244	ALT/CAT	06/03/2022	1,072.50		85-01-2394
20238	590 HEALLY		,		
		06/03/2022	232.50		85-01-2395
20243	590 HEALLY	06/03/2022	620.00		85-01-2395
20237	HIGHSTREET	06/03/2022	3,192.50		85-01-2401
Total HEINZ	Z, GERALD & ASSOC.:		11,597.50		
HELPING HAND	ІТ				
22-40419	IT SERVICES	06/01/2022	2,237.07		01-12-5286
22-40447	IT SERVICES	06/08/2022	813.75		01-12-5286
22-404-71	IT SERVICES	06/10/2022	1,163.75		01-12-5286
Total HELPI	ING HAND IT:		4,214.57		
HUGHES ENVIRO	ONMENTAL CONSULTING				
1043	HUGHES ENVIR	06/01/2022	9,562.50		60-33-5291
Total HUGH	IES ENVIRONMENTAL CONSULTING	<b>3</b> :	9,562.50		
ILLINOIS RURAL	WATER ASSOCIATION				
33158	IRWA MEMBERSHIP	05/17/2022	495.20		60-33-5410
Total ILLING	DIS RURAL WATER ASSOCIATION:		495.20		
IMPACT NETWO	RKING				
2572856	C454 COPIER MAINT CONTRAC	06/03/2022	1,198.55		01-12-5340
2572856	C454E ADMIN OVERAGE	06/03/2022	64.69		01-12-5340
2572856	C454 COPIER MAINT CONTRAC	06/03/2022	1,198.55		01-14-5340
2572856	C454E FIN OVERAGE	06/03/2022	64.69		01-14-5340
2572856	C454 COPIER MAINT CONTRAC	06/03/2022	1,198.91		01-25-5340
2572856	C454E BZ OVERAGE	06/03/2022	64.68		01-25-5340
Total IMPAC	CT NETWORKING:		3,790.07		
KEVIN LAWSON					
052322	TRAINING MILEAGE & MEALS	05/23/2022	45.46		01-21-5420
Total KEVIN	I LAWSON:		45.46		
KIM DIGIOVANNI	l				
060622	DUI PROSECUTION	06/06/2022	2,701.16		01-21-5230
Total KIM D	IGIOVANNI:		2,701.16		
L & A AUTOMOTI	IVE				
4812	B&Z TRUCK REPAIR	06/03/2022	452.85		01-25-5120
Total L & A	AUTOMOTIVE:		452.85		
I AW ENEODOES	MENT TRAINING LLC				
469	IENT TRAINING, LLC TRAINING COURT SMART PUB	06/01/2022	710.00		01-21-5430

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total I AVA	ENEODOEMENT TRAINING LLO		740.00	-	
Iotal LAW I	ENFORCEMENT TRAINING, LLC:		710.00		
LEE JENSEN SA	LES CO.,INC.				
7840-01 784002	STREET PLATE RENT STREET PLATE RENT	06/03/2022 06/07/2022	200.00		01-31-5530 01-31-5530
Total LEE J	ENSEN SALES CO.,INC.:		780.00	-	
MAJESTIC FLAG	& BANNER				
12368	VILLAGE FLAG, VB MEETING R	06/09/2022	140.72		01-12-5110
Total MAJE	STIC FLAG & BANNER:		140.72	-	
MCGINTY BROS	., INC				
234788	CHRISTMAS TREE TREATMENT	05/28/2022	136.00		01-31-5190
235317	EMERG TREE REMOVAL - ROSL	06/01/2022	1,500.00	-	01-31-5190
Total MCGI	NTY BROS., INC:		1,636.00		
METRO WEST C	OUNCIL OF GOVERNMENT				
4735	BOARD MEETINGS JL	06/07/2022	40.00		01-12-5420
Total METR	O WEST COUNCIL OF GOVERNME	ENT:	40.00		
MIDWEST SALT					
222633	COARSE SALT	06/01/2022	2,880.13		60-33-5650
Total MIDW	EST SALT:		2,880.13	-	
MUNICIPAL MAR	RKING DISTRIBUTORS, INC.				
060222	LATH AND STAKES	06/02/2022	80.00		01-31-5630
Total MUNI	CIPAL MARKING DISTRIBUTORS, I	NC.:	80.00	-	
NICOR GAS					
053122	NICOR S/W	06/10/2022	293.38	-	60-33-5510
Total NICO	R GAS:		293.38		
NORTHWESTER	N MEDICINE OCCUPATIONAL HEA	LT			
528243	NEW EMPLOYEE SCREENING	05/31/2022	246.00		01-21-5240
528243	NEW EMPLOYEE SCRE	05/31/2022	75.00		01-31-5240
528243	DRUG SCREEN - BW	05/31/2022	130.00		60-33-5240
Total NORT	HWESTERN MEDICINE OCCUPATION	ONAL HEALT:			
			451.00		
ORANGE CRUSH	1				
95091	DISPOSAL ASPHALT	06/03/2022	50.00		01-31-5570
95091 95326	ASPHALT ASPHALT	06/03/2022 06/10/2022	67.58 45.88		15-01-5950 15-01-5950
Total ORAN	IGE CRUSH:		163.46		
				=	
1119968	RING UNIFORM EAR PIECE	06/01/2022	48.94		01-21-5080

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total OTTC	ENGINEERING:		48.94		
OTTOSEN DINO	LFO HASENBALG & CASTALDO				
145403	POL COMM SERVICES	05/31/2022	67.50		01-21-5230
Total OTTC	SEN DINOLFO HASENBALG & CAS	STALDO:	67.50		
P.F. PETTIBONE	•				
182280	BUSINESS CARDS DD & SB	06/06/2022	122.90		01-21-5340
Total P.F. F	PETTIBONE:		122.90		
PACE ANALYTIC	AL SERVICES, LLC				
9513435	WATER TESTING	05/31/2022	155.00		60-33-5290
9513332	WW TESTING	05/31/2022	595.00		60-33-5291
9513436	WW TESTING	05/31/2022	2,859.25		60-33-5291
Total PACE	ANALYTICAL SERVICES, LLC:		3,609.25		
	_				
PAUL SWEIGER 060722	WATER TOWN DRONE PICS	06/07/2022	25.00		01-12-5290
Total PAUL	SWEIGERT:		25.00		
QUAD COM 9-1-	1				
22-ED[D-06	RADIO DISPATCH	06/01/2022	14,656.63		01-21-5360
Total QUAD	O COM 9-1-1:		14,656.63		
RALPH HELM, IN	NC				
360815	CHAIN SAW BARS	06/02/2022	217.87		01-31-5130
361039	GENERATOR SERV	06/06/2022	127.69		01-31-5130
Total RALP	H HELM, INC:		345.56		
SECRETARY OF	STATE INDEX DEPARTMENT				
060122	NOTARY FEE- NS	06/01/2022	10.00		01-21-5630
Total SECRETARY OF STATE INDEX DEPARTMENT:			10.00		
SEVEN BROTHE	RS PAINTING, INC				
401984	PAINTING OF DOOR	06/08/2022	1,750.00		60-33-5110
40195	POWER WASH 68 WATER TOW	06/08/2022	5,000.00		60-33-5130
Total SEVE	N BROTHERS PAINTING, INC:		6,750.00		
OTANIO I DO I	NA/FOT				
STAN'S LPS MID 367696	C2051 BLK - DEPOT COPIER	06/02/2022	7.38		04 27 5240
367696	C2051 BLR - DEPOT COPIER C2051 CLR - DEPOT COPIER	06/02/2022 06/02/2022	41.88		01-37-5340 01-37-5340
	'S LPS MIDWEST:	00,00,000	49.26		2. 0. 00.0
STAPLES ADVA					
8066412575	OFFICE SUPPLIES PD	05/28/2022	24.99		01-21-5610

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number	
Total STAPL	.ES ADVANTAGE:		24.99			
SYNAGRO TECH 30139	NOLOGIES  CAKE LAND APP	06/06/2022	1,804.20		60-33-5287	
00.00		00,00,2022			00 00 020.	
Total SYNA	GRO TECHNOLOGIES:		1,804.20			
HIRD MILLENNI	UM ASSOCIATES					
27790	UTILITY BILLING REFUSE	05/31/2022	16.81		01-33-5340	
27790	UTILITY BILLING W/S	05/31/2022	151.28		60-33-5340	
Total THIRD	) MILLENNIUM ASSOCIATES:		168.09			
	ETY WORKS					
'HOMPSON SAF 5363	AED REPLACEMENT PARTS	06/10/2022	252.47		01-21-5630	
J000	ALD INLE LAGLINIENT PARTS	00/10/2022			01-21-0000	
Total THOM	PSON SAFETY WORKS:		252.47			
LO LLC						
060122	MEMBERSHIP	06/01/2022	82.80		01-21-5410	
Total TLO LI	LC:		82.80			
ODD DONNELL	v					
031522	JULY 13 WDW	03/15/2022	1,000.00		01-37-5290	
Total TODD	DONNELLY:		1,000.00			
<b>RAFFIC CONTR</b> 111752	OL & PROTECT STREET SIGN	06/07/2022	55.55		15-01-5950	
Total TRAFF	FIC CONTROL & PROTECT:		55.55			
RUE BLUE CAR	WASH LLC					
4191	PD CAR WASH	05/31/2022	84.00		01-21-5120	
Total TRUE	BLUE CAR WASH LLC:		84.00			
IS BANK						
	FLAG POLES BOARD ROOM	05/25/2022	459.12		01-12-5110	
	DESK SKIRTS BOARD ROOM	05/25/2022	329.09		01-12-5110	
3812 052522 bj		05/25/2022	270.78		01-12-5286	
3812 052522 bj		05/25/2022	.61		01-12-5286	
3812 052522 bj	COMCAST	05/25/2022	469.76		01-12-5320	
3812 052522 bj	COMCAST	05/25/2022	394.85		01-12-5320	
3812 052522 bj	COMCAST	05/25/2022	946.03		01-12-5320	
3812 052522 bj	CHICAGO TRIBUNE	05/25/2022	27.72		01-12-5410	
1680 052522 K	ADMIN OFFICE SUPPLIES	05/25/2022	29.28		01-12-5610	
1680 052522 K	ADMIN OFFICE SUPPLIES	05/25/2022	16.79		01-12-5610	
1680 052522 K	ADMIN OFFICE SUPPLIES	05/25/2022	7.99		01-12-5610	
	ADMIN OFFICE SUPPLIES	05/25/2022	11.99		01-12-5610	
1680 052522 K	ADMIN COMP SUPPLIES	05/25/2022	144.99		01-12-5611	
	ADMIN APP DAY	05/25/2022	150.00		01-12-5645	
•						
•	ADMIN APP DAY	05/25/2022	50.00		01-12-5645	
•		05/25/2022 05/25/2022	50.00 100.00		01-12-5645 01-14-5330	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
3812 052522 bj	DEI RA	05/25/2022	230.00		01-14-5410
3812 052522 bj		05/25/2022	9.80		01-14-5680
2978 052522 S	TARAN TACTICAL MAG EXTENS	05/25/2022	120.34		01-21-5080
5082 052522 A		05/25/2022	99.95		01-21-5080
3812 052522 bj		05/25/2022	12.66		01-21-5320
2107 052522 J	TRAINING MEAL	05/25/2022	27.97		01-21-5320
	LODGING FOR TRAINING AV	05/25/2022	445.77		01-21-5420
	GUN MAGAZINE				01-21-5430
		05/25/2022	77.39		
2978 052522 A	TRAINING - JM	05/25/2022	595.00		01-21-5430
		05/25/2022	237.93		01-21-5610
2978 052522 S	AMAZON SUPPLIES	05/25/2022	161.03		01-21-5610
2978 052522 S	AMAZON SUPPLIES	05/25/2022	24.60		01-21-5610
2978 052522 S	AMAZON SUPPLIES	05/25/2022	24.22		01-21-5610
1706 052522 J	GAS	05/25/2022	42.27		01-21-5620
1706 052522 J	BBQ SET	05/25/2022	21.99		01-21-5630
3812 052522 bj	COMCAST	05/25/2022	83.32		01-31-5197
3999 052522 P	IPHONE	05/25/2022	.99		01-31-5320
1680 052522 K	MAY TT FB AD	05/25/2022	34.68		01-37-5631
1680 052522 K	MAILCHIMP	05/25/2022	39.99		01-37-5631
1680 052522 K	SIRIUS XM	05/25/2022	15.77		01-37-5631
3812 052522 bj	COMCAST	05/25/2022	378.11		60-33-5320
3812 052522 bj	COMCAST	05/25/2022	401.79		60-33-5320
Total US BANK:			6,744.57		
US BANK/VOYAC	GER FLEET SYSTEMS, INC.				
060822	POLICE FUEL	06/08/2022	3,913.22		01-21-5620
060822	BZ FUEL	06/08/2022	83.19		01-25-5620
060822	GAS PW	06/08/2022	1,230.90		01-31-5620
060822	WATER - FUEL	06/08/2022	739.22		60-33-5620
Total US BA	NK/VOYAGER FLEET SYSTEMS, IN	IC.:	5,966.53		
USA BLUEBOOK					
5388	SUPPLIES WWTP	06/09/2022	61.06		60-33-5630
Total USA B	SLUEBOOK:		61.06		
VERMEER - ILLIN					
188762	BRUSH CHIPPER REPAIR	05/25/2022	139.55		01-31-5130
S69523	BRUSH CHIPPER REPAIR	06/10/2022	30,467.09		01-31-5130
S69523	BRUSH CHIPPER REPAIR	06/10/2022	783.20		01-31-5130
Total VERMEER - ILLINOIS INC.:			31,389.84		
WAGEWORKS, II	NC				
3817748	HEALTHCARE BENEFIT	05/26/2022	122.00		01-12-5060
Total WAGE	EWORKS, INC:		122.00		
WADE!! 67:55 5 11	DEAT OFFICE				
5254004-0	RECT OFFICE PRODUCTS  NOTARY STAMP JR	06/07/2022	20.70		01-21-5630
Iotal WARE	HOUSE DIRECT OFFICE PRODUCT	15:	20.70		
WM F MEYER CO					
4161192.001	DEPOT DRINKING FOUNTAINS	05/19/2022	4,116.39		34-01-5954

VILLAGE OF EAST DUNDEE

### Warrant Report JUNE 20, 2022 FY2023 Report dates: 6/20/2022-6/20/2022

Page: 9 Jun 17, 2022 11:25AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WM F	MEYER CO:		4,116.39		
XYLEM WATER S	SOLUTIONS USA				
24281	HILL ST LS - PUMP	05/17/2022	692.49		01-31-5140
24283	HILL ST LS - EQUIP	06/06/2022	692.50		01-31-5140
24281	HILL ST LS - PUMP	05/17/2022	692.50		60-33-5952
24283	HILL ST LS - PUMP	06/06/2022	692.50		60-33-5952
Total XYLEM WATER SOLUTIONS USA:			2,769.99		
Grand Totals:			235,238.11		

#### Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "FY23"