



## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting

Monday, September 19, 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  
*Please keep comments to 5 minutes or less*
5. Consent Agenda
6. Other Agenda Items
  - a. [Motion to Approve an Ordinance Amending Section 157.003, Rules and Definitions, to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Definition, And Amending Section 157.050\(F\)\(1\)\(f\)\(1\) to Add Permanent Cosmetics, Microblading, Micropigmentation and Similar Care Services as a Permitted Use, and Tattooing as a Special Use, in the B-1, B-2, B-3 Districts](#)
  - b. [Motion to Approve an Ordinance Amending the Number of Class I Liquor Licenses](#)
  - c. [Motion to Approve a Resolution Approving and Entering into a License Agreement with DirtRoad Community Charging of Carbon Solutions Group](#)
  - d. Presentation and Proposal Regarding 408 Barrington Avenue
  - e. [Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 7 Maiden Lane, Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District](#)
  - f. [Motion to Approve an Ordinance Authorizing the Acquisition of a Fee Simple Interest in Certain Real Property, Located at 110-112 E. Railroad St., Through Eminent Domain or Otherwise, Located in the Tax Increment Redevelopment Project Area of the Downtown Tax Increment Financing District](#)
  - g. [Motion to Approve a Resolution Awarding a Contract to Scurto Cement Construction LTD. in the Amount of \\$36,326 for the Bonnie Dundee Road Culvert Replacement](#)

- [Project](#)
  - h. [Motion to Approve a Resolution Awarding a Bid to Schroeder Asphalt Services, Inc. in the Amount of \\$204,833.69 for the 4<sup>th</sup> Street Improvement and Pavement Patching Project](#)
  - i. [Motion to Approve a Letter of Credit from PAL Land \(250 Patricia\) in the Amount of \\$35,608.08 from Wintrust Bank to Replace an Existing Letter of Credit from Republic Bank](#)
- 7. [Financial Reports](#)
  - a. [Warrants List \\$ 229,887.63](#)
  - b. [Warrants List \\$ 172,655.16](#)
- 8. Village President and Board Reports
  - a. [A Proclamation Establishing “It’s Our Fox River Day – A Watershed Wide Celebration”](#)
  - b. [A Proclamation for Constitution Week September 17-23](#)
- 9. Staff Reports
- 10. 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.
- 11. Adjournment

## Memorandum

**To:** Village President and Board of Trustees  
**From:** Franco Bottalico, Management Analyst  
**Subject:** Motion to Approve Text Amendments to the Zoning Ordinance Regarding Sections 157.003 and 157.050  
**Date:** September 19, 2022

---



### **Action Requested**

The Planning, Zoning & Historic Commission ("PZHC") and staff recommend Village Board approval of an ordinance amending Sections 157.003, *Rules and Definitions*, to add a permanent cosmetics, microblading, micropigmentation and similar care services as definition, and amending Section 157.050(F)(1)(f)(1), *Service, contracting, storage and broadcasting uses*, to allow this definition as a permitted in the B-1, B-2, and B-3 districts. This ordinance also revises Section 157.050(F)(1)(f)(1), *Service, contracting, storage and broadcasting uses*, to allow tattooing as a special use in the B-1, B-2, and B-3 districts.

### **Summary**

Staff has received an inquiry from Willow & Birch Wellness Boutique. Per their email they state they are: "*a boutique retail storefront and studio space specializing in products and services that promote the wellness of the mind, body, soul and earth, with a particular focus on those who have undergone some form of physical or mental trauma.*" In order for this business to proceed, the Village Board needs to amend the zoning code to allow such use in the B-1 Business District as well as add the definitions to its code. Staff has attached a copy of the applicant's proposal.

At the recommendation of Staff, the PZHC met on August 4, 2022 and held a public hearing to consider amendments to Sections 157.003, *Rules and Definitions* and 157.050(F)(1)(f)(1), *Service, contracting, storage and broadcasting uses*. The PZHC voted to recommend the below text amendments.

Sections 157.003(B), *Rules and Definitions*, of the Zoning Ordinance is amended as follows with new text underlined:

*Rules and Definitions*, PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES: The practice of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture a person's skin for the purpose of permanent cosmetic restoration or enhancement of the epidermis for re-pigmentation. This category of services does not include other forms of body art such as body piercing or the adornment of the body with letters, images, drawings, or other illustrations. The use is also commonly known as dermal implantation, areola restoration, micro-stroking, eyebrow embroidery, nano brows, faux body replacement and long-time/long lasting makeup.

Section 157.050(F)(1)(f)(1), *Service, contracting, storage and broadcasting uses*, of the Zoning Ordinance is amended as follows with new text in underlined:

<b><i>f) Service, contracting, storage and broadcasting uses.</i></b>					
<i>1. Personal services.</i>	B-1	B-2	B-3	B-4	O-D
Barber shop	P	P	P		S
Beauty parlor	P	P	P		S
<u>PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>TATTOOING</u>	<u>S</u>	<u>S</u>	<u>S</u>		

#### **Attachments**

- Ordinance
- Published public hearing copies
- Willow & Birch Wellness Boutique Proposal
- Draft 08.04.2022 PZHC Minutes

**ORDINANCE NUMBER 22-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING SECTION 157.003, RULES AND DEFINITIONS, TO ADD PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES AS A DEFINITION, AND AMENDING SECTION 157.050(F)(1)(f)(1) TO ADD PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES AS A PERMITTED USE, AND TATTOOING AS A SPECIAL USE, IN THE B-1, B-2, B-3 DISTRICTS**

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

**WHEREAS**, pursuant to notice published in accordance with the Zoning Ordinance, the Planning and Zoning & Historic Commission ("PZHC") of the Village held a public hearing on August 4; and

**WHEREAS**, after holding a public hearing on the Application, the PZHC recommended that the Village President and Board of Trustees approve the text amendments and amend the Zoning Ordinance; and

**WHEREAS**, the Village Board of Trustees desires to amend the zoning ordinance to add permanent cosmetics, microblading, micropigmentation and similar care services as a definition to Section 157.003; and

**WHEREAS**, the Village Board of Trustees desires to amend the zoning ordinance to add permanent cosmetics, microblading, micropigmentation and similar care services as a permitted use in the B-1, B-2, and B-3 Districts in Section 157.050(F)(1)(f)(1); and

**WHEREAS**, the Village Board of Trustees desires to amend the zoning ordinance to add tattooing as a special use in the B-1, B-2, and B-3 Districts in Section 157.050(F)(1)(f)(1); and

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

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

**SECTION 2: Text Amendment.** The Zoning Ordinance of the Village of East Dundee, is hereby amended by amending and adding the following text:

### Amendment One:

Section 157.003(B), *Rules and Definitions*, of the Zoning Ordinance is amended as follows, with old text struck-through and new text underlined:

*Rules and Definitions*, PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES: The practice of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture a person's skin for the purpose of permanent cosmetic restoration or enhancement of the epidermis for re-pigmentation. This category of services does not include other forms of body art such as body piercing or the adornment of the body with letters, images, drawings, or other illustrations. The use is also commonly known as dermal implantation, areola restoration, micro-stroking, eyebrow embroidery, nano brows, faux body replacement and long-time/long lasting makeup.

### Amendment Two:

Section 157.050(F)(1)(f)(1), *Service, contracting, storage and broadcasting uses*, of the Zoning Ordinance is amended as follows, with old text struck-through and new text underlined:

<i>f) Service, contracting, storage and broadcasting uses.</i>					
<i>1. Personal services.</i>	B-1	B-2	B-3	B-4	O-D
Barber shop	P	P	P		S
Beauty parlor	P	P	P		S
<u>PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>TATTOOING</u>	<u>S</u>	<u>S</u>	<u>S</u>		

**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 herewith shall be and the same are hereby repealed.

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this 19<sup>th</sup> day of September 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September \_\_\_\_, 2022.

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

By: \_\_\_\_\_  
Applicant

Date: September \_\_, 2022

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

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning & Historic Commission of the Village of East Dundee will hold a public hearing on August 4, 2022, at 6:00 P.M. at the Police Station 2<sup>nd</sup> floor meeting room, 115 E. 3<sup>rd</sup> Street, East Dundee, IL 60118.

A request for three (3) text amendments to Chapter 157 of the Village of East Dundee Zoning Ordinance:

- 1) In Section 157.003 *Rules and Definitions*, add "Permanent Cosmetics, microblading, micropigmentation and similar care services";
- 2) In Section 157.050(F)(1)(f)(1) *Service, contracting, storage and broadcasting use* to:
  - a) Add "PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES" as "P" permitted use in the following Business Districts: B-1, B-2, B-3.
  - b) Add "TATTOOING" as "S" Special Use in the following Business Districts: B-1, B-2, and B-3

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, Management Analyst, 120 Barrington Avenue, East Dundee, Illinois 60118, or via email at [FBottalico@eastdundee.net](mailto:FBottalico@eastdundee.net), or by phone at 847-426-2822.

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

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning and Zoning & Historic Commission of the Village of East Dundee will hold a public hearing on August 4, 2022, at 6:00 P.M. at the Police Station 2nd floor meeting room, 115E. 3rd Street, East Dundee, IL 60118.

A request for three (3) text amendments to Chapter 157 of the Village of East Dundee Zoning Ordinance:

1) In Section 157.003 Rules and Definitions, add "Permanent Cosmetics, microblading, micropigmentation and similar care services";

2) In Section 157.050(F)(1)(f)(1) Service, contracting, storage and broadcasting use to:

a) Add "PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES" as "P" permitted use in the following Business Districts: B2, B2, B2.

b) Add "TATTOOING" as "S" Special Use in the following Business Districts: B2, B2, and B2.

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Battalico, Management Analyst, 120 Barrington Avenue, East Dundee, Illinois 60118, or via email at [FBattalico@eastdundee.net](mailto:FBattalico@eastdundee.net), or by phone at 847-262-2822.

Published in Daily Herald July 20, 2022 (4585731)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Northwest Suburbs  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 07/20/2022 in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.  
DAILY HERALD NEWSPAPERS

BY   
Designee of the Publisher and Officer of the Daily Herald

Control # 4585731



# WILLOW & BIRCH

## WELLNESS BOUTIQUE

---

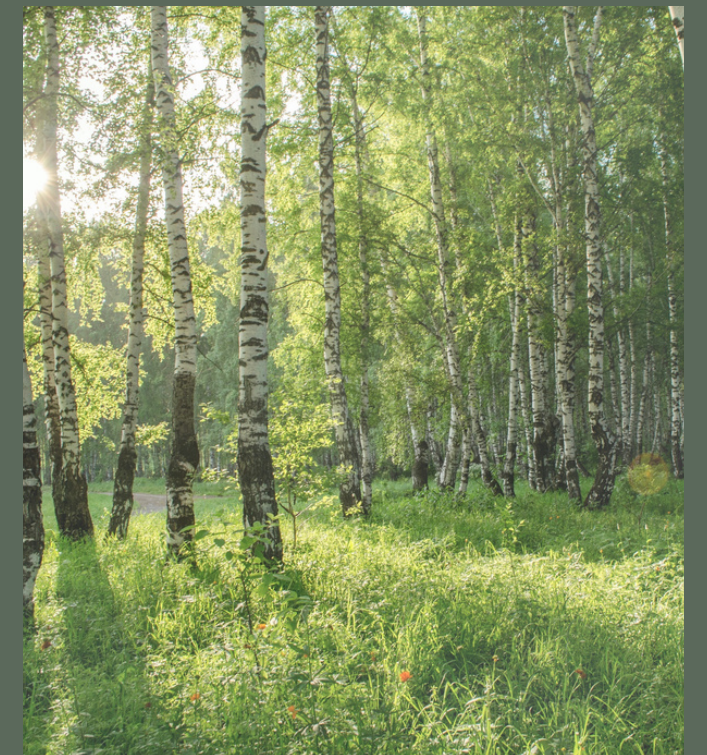
Business Proposal

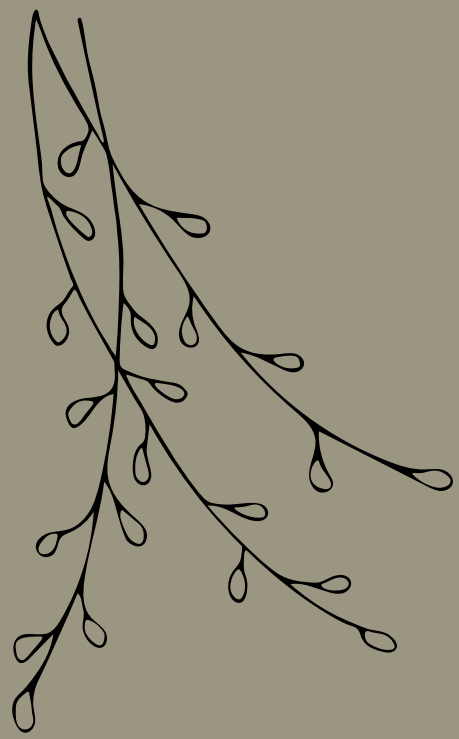
[willowandbirchink.com](http://willowandbirchink.com)



# WILLOW & BIRCH

Our female-owned business is divided into two main branches. Both are focused on elevating the inner and outer wellness for our predominantly female clientele while promoting items that support environmentally mindful causes.





# WILLOW & BIRCH

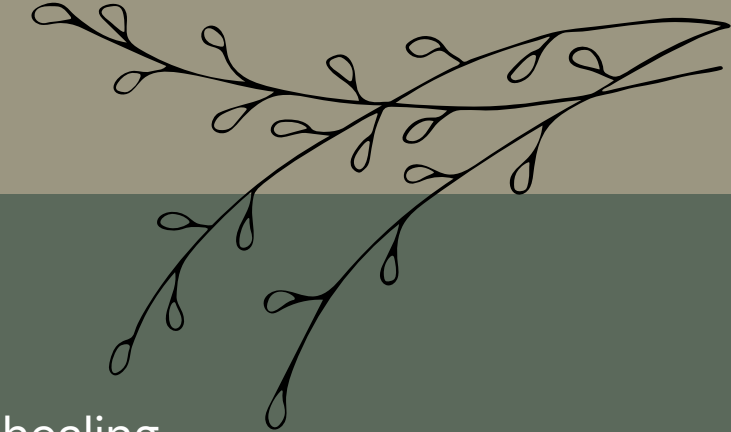
## WELLNESS BOUTIQUE

---

Our roughly 500 square foot storefront would be highlighting items for sale that promote the wellness of the female mind, body, and soul as well as promote the wellness of the world's environment by making, sourcing, and selling sustainable, local, and organic goods. The boutique will sell items such as headache oils, heating pads, natural balms and lotions, handcrafted gifts, crystals and healing stones, candles, makeup, and cancer care products, etc.

A portion of the proceeds will go towards various organizations supporting women's causes, breast cancer awareness, and environmental protection organizations.

# WILLOW & BIRCH INK



The back area of the complex would house the intimate, nurturing, and healing space needed for the permanent cosmetics portion of the business.

Willow & Birch Ink specifically concentrates on the restoration of areolas for breast cancer survivors, color correction on burn survivors, scar camouflaging for various types of scarring, and eyebrow pigmentation for people who suffer from trichotillomania or alopecia. All of these are done through the skillful art form of tattooing scar tissue with skintone pigments. We also provide decorative tattooing of a more classic nature, also for the purposes of camouflaging existing scars and helping clients with trauma.



NIPPLE RESTORATION

## SCAR CAMOUFLAGING



BURN SURVIVOR  
COLOR CORRECTION

---

# MY STORY

---

Most of us struggle with some sort of insecurity, myself included. What may be small or even unnoticeable to others may be extremely difficult for us to cope with. When I first learned about paramedical tattooing, I was immediately drawn to the power beyond its artistry. Its ability to change people both physically and emotionally was something that I connected with on a very personal level.

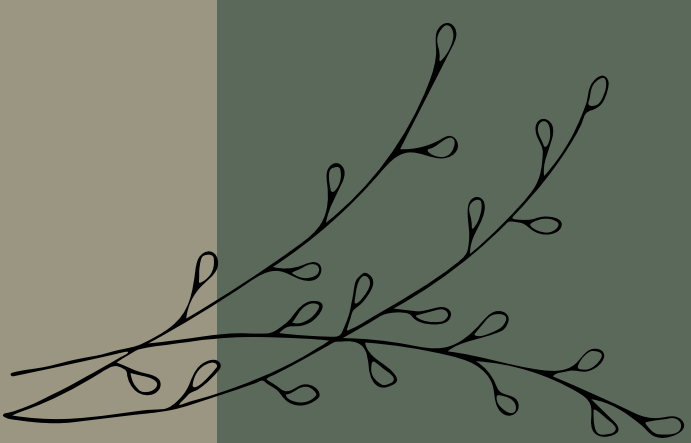
Growing up in the Santa Cruz mountains of California, I experienced firsthand how therapeutic surrounding yourself in nature can be. I believe wholeheartedly that incorporating parts of nature in your everyday life, even just little things, can bring a sense of tranquility to your mindset.

It fills my heart that I am now able to focus my passion for helping others and intertwine it with my affinity for nature and its ability to heal. This is where Willow & Birch Ink was born. I hope to inspire some self-love and remind people that true happiness lies within themselves, regardless of the scars life brings along the way.



MURPHY MIÑOSO  
FOUNDER AND OWNER





# Thank You

Willow & Birch Ink started in 2018 by renting a single chair in the tattoo shop of the acclaimed artist David Allen, which was a remarkable opportunity that led to a great deal of knowledge. However, after the restructuring of that tattoo studio and a change in management, Willow & Birch Ink was forced to find a new space. Unfortunately, Covid also hit at the very same time and we were forced to shut down altogether. The hiatus has given us an opportunity to regroup and we are now ready to open up our own shop and fully celebrate the company's motto:

CREATING LOVE IN THE WORLD  
BY EMBRACING THE LOVE IN  
YOURSELF



**CALL TO ORDER**

Chairperson Brunner called to order the Planning and Zoning & Historic Commission ("PZHC") meeting on Thursday, August 4, 2022, at 6:00 pm.

**ROLL CALL:**

Commissioners Krueger, Myers, and Steneck were present.

Commissioners Reyes-Brahar, Scarpelli, and Myers was absent.

Also in attendance: Building Inspector Chris Ranieri and Village Attorney Scott Uhler.

**APPROVAL OF MINUTES:**

1. Planning & Zoning and Historic Commission Meeting Minutes dated June 2, 2022

Motion to approve the June 2, 2022 meeting minutes by Myers/Krueger  
4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion Carries.

**PUBLIC COMMENT:** None

**NEW BUSINESS:**

**1) Public Hearing Regarding Petition from Immanuel Ev. Lutheran Church and R.L.O.M. for Text**

**Amendments**

- a. Discussion and motion to recommend approval/denial of a text amendment to Section 157.030(A)(1)(b)(3), *Group living facilities*
- b. Discussion and motion to recommend approval/denial of a text amendment to Section 157.003, *Rules and definitions*.
- c. Discussion and motion to recommend approval/denial of a text amendment to Section 157.030(A)(2), *Use-specific standards*

Motion to open the public hearing by Krueger/Myers.

Voted by unanimous consent. Motion carries.

Persons wishing to be heard were sworn in by Building Inspector Ranieri.

The attorney for Immanuel Ev. Lutheran Church and R.L.O.M. ("Petitioner"), Janet Johnson, addressed the PZHC. She states Cheryl DeWitte is also present today; she is the Executive Director of R.L.O.M. along with her husband Ed DeWitte of R.L.O.M. who is the president of R.L.O.M.

Resident Bill Schmidt of 252 Fallbrook Ct. inquired a question about the public hearing item and was advised the Petitioner will answer his questions for clarification shortly.

Cheryle DeWitte introduced herself and gave a background about their organization and the purpose / goal of their organization. She also explained how well their maternity home in Sanford, FL is doing.

Planning & Zoning and Historic Commission Minutes  
Village of East Dundee  
Kane County, Illinois  
August 4, 2022

She states she can house up to six people at a time who would be accepted into their program along with the live-in manager.

Ed DeWitte introduced himself and discussed the plans for the existing home located at 516 E. Main St. as well as the renovations to be done. He states there will be no signage located at this site. He states they will be abandoning the well and septic system located there and anticipate to connect to the Village's water and sewer utilities.

He states the proposed second home will have a site plan in the future. He states there would be no more than six resident bedrooms at that home as well.

He states a maternity home is where participants can be accepted at any time of the pregnancy stage. Whereas the transitional home is where the participants have their child and can now transition to learn independency.

Ed DeWitte states there is video footage inside the homes as well.

Attorney Johnson explained where the Petitioner anticipates to purchase on the parcels. A discussion ensued.

Resident, Carol, from 417 Williams Place, inquired if this was the only area would be affected by the zoning change. Chairperson Brunner confirmed and clarified her inquiry.

Resident, Toby from 504 Regan Drive, inquired about the remaining acreage around the existing and proposed homes. Member Myers states we are only discussing the proposed section of land to be impacted, and not the other area on the property commonly known as the D'Angelo property. Resident inquired on the turning off Rt. 72. Building Inspector Ranieri states a traffic study has not been done.

Cheryl DeWitte addressed the traffic concerns based on their experience in Florida and how there are no visitors allowed.

A discussion ensued.

Resident, Rachel of 526 Springwood Avenue, inquired about the Petitioner's experiences in Florida.

Cheryl DeWitte addressed the resident's questions regarding safety and stated their experience in Florida has been peaceful and it was not often that police needed to be called to their home.

Motion to close the public hearing by Myers/Krueger. The Public Hearing closes by unanimous consent.

Motion to recommend approval of a request for text amendments to i) Section 157.030(A)(1)(b)(3), Group living facilities with the condition of not less than a lot of 25,000 sq. ft. incorporated into the language; ii) Section 157.003, Rules and definitions; and iii) Section 157.030(A)(2), Use-specific standards by Krueger/Myers.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

**2) Public Hearing Regarding Petition from Immanuel Ev. Lutheran Church and R.L.O.M. for Rezoning and**

**a Special Use**

- a. Discussion and motion to recommend approval/denial regarding a request to rezone certain parcels to R-4.
- b. Discussion and motion to recommend approval/denial of a Special Use designation to accommodate the existing residence and construction of a second residence for use as a maternity group home

Motion to open the public hearing by Steneck/Myers.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

Chairperson invited Petitioner to speak.

Janet Johnson would like to incorporate her statements from the previous public hearing to this current public hearing as well. She discussed the existing and planned utilities for the property.

Motion to close the public hearing by Myers/Krueger. The Public Hearing closes by unanimous consent.

Motion to recommend approval of rezoning and special use by Myers/Krueger.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

Motion to approve the findings of fact for special use by Krueger/Myers.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

**3) Public Hearing Regarding Text Amendments to Sections 157.003 and 157.050**

- a. Discussion and motion to recommend approval/denial of text amendments to Sections 157.003, *Rules and Definitions*, and 157.050(F)(1)(f)(1), *General Requirements*

Motion to open the public hearing by Myers/Steneck.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

Chairperson Brunner provided the background and purpose for this public hearing.

Motion to close the public hearing by Steneck/Myers. The Public Hearing closes by unanimous consent.

Motion to recommend approval of text amendments to Sections 157.003 and 157.050 by Krueger/Steneck.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

**4) Public Hearing Regarding Text Amendments to Section 157.086, *Special Uses***

- a. Discussion and motion to recommend approval/denial of text amendments to Section 157.086, *Special Uses*

Motion to open the public hearing by Myers/Steneck.

4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

Chairperson Brunner and Building Inspector Ranieri provided the background and purpose for this public hearing.

Chairperson Brunner expressed his thoughts that sometimes a special use is the main purpose of certain properties/businesses to operate because of the allowance of that special use.

Village Attorney Uhler summarized that at time, upon sale of a property with a special use, there are certain conditions that special uses can be acquired and secured prior to the finalization of the purchase of the business as a method to help the property to continue to operate under that use.

Motion to close the public hearing by Myers/Steneck. The Public Hearing closes by unanimous consent.

Motion to recommend approval of text amendments to Section 157.086 by Myers/Krueger.  
4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

**5) Public Hearing Regarding Text Amendments to Sections 157.223(A)**

- a. Discussion and motion to recommend approval/denial of text amendments to Section 157.223(A), *Amendments*

Motion to open the public hearing by Krueger/Myers.  
Motion carries by unanimous consent.

Building Inspector Ranieri provided the background and purpose for this public hearing.

A discussion ensued. Trustee Brittin, as a member of the public, commented on the existing process under this existing ordinance.

Chairperson Brunner commented on the responsibilities of the Village Clerk in this process.

Motion to close the public hearing by Myers/Krueger. The Public Hearing closes by unanimous consent.

Motion to recommend approval of text amendments to Section 157.223(A) by Krueger/Myers.  
4 Ayes (Krueger, Myers, Steneck, Brunner). 0 Nays. Motion carries.

**OTHER BUSINESS:** None

**ADJOURNMENT:**

Motion to adjourn the PZHC meeting at 7:30 pm Steneck, seconded by Myers.  
Motion carries by unanimous consent. Meeting adjourns.

Respectfully submitted,  
Franco Bottalico, Management Analyst

## Memorandum



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

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

**Subject:** Request for Liquor License by Willow & Birch

**Date:** September 19, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of an ordinance increasing the number of Class I Liquor Licenses for Willow & Birch (324 N River St, East Dundee IL).

### **Summary:**

The Village has received a request for a Class I liquor license from Willow & Birch, located at 324 N. River Street, East Dundee, IL 60118 (formerly River Street Collective). There is currently only one Class I liquor licenses available which was created for and issued to Eastside Café Coffee and Wine Bar. The definition of a Class I liquor license is as follows:

*Class I; Specialty Food and Beverage Establishment.*

*For the retail sale of wine, beer and spirits of 40 proof or less for consumption on the premises and in its original package for consumption off the premises that sells specialty food and beverage items (i.e. desserts, candies, non- alcoholic beverages, and similar specialty food and beverage items) which is not a restaurant. Alcoholic beverage tasting events shall be permitted only when there is a participant fee charged. The license hours for purposes of serving and sale of alcoholic beverages shall be daily from 9:00 a.m. until 10:00 p.m. The license fee shall be \$1,000 per year or as included in the annual fee schedule, whichever is greater.*

The owners would utilize the license to serve wine and beer in conjunction with the boutique shopping experience.

The license will only be issued upon successful completion of the liquor license application and background check process and the receipt of a State-issued liquor license. The owner of Willow & Birch will be in attendance at the September 19 Village Board meeting to answer any questions you may have.

**Attachments:**

- Ordinance Amending the Number of Class I Liquor Licenses

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE NUMBER OF CLASS I LIQUOR LICENSES (Willow & Birch)**

**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 I liquor license for Willow & Birch located at 324 N. River Street, 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 I as follows:

Classification	Number Permitted
“I	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.

**ADOPTED** this 19th day of September 2022 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 19th day of September 2022.

\_\_\_\_\_  
Village President

*Attest:*

---

Village Clerk

Published in pamphlet form:

\_\_\_\_\_, 2022

## Memorandum



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

**From:** Franco Bottalico, Management Analyst

**Subject:** Electric Vehicle Charging Station Agreement with Carbon Solutions Group

**Date:** September 19, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution entering into a license agreement for 2 electric vehicle charging stations ("EV charging stations") in East Dundee with DirtRoad Community Charging of Carbon Solutions Group ("CSG").

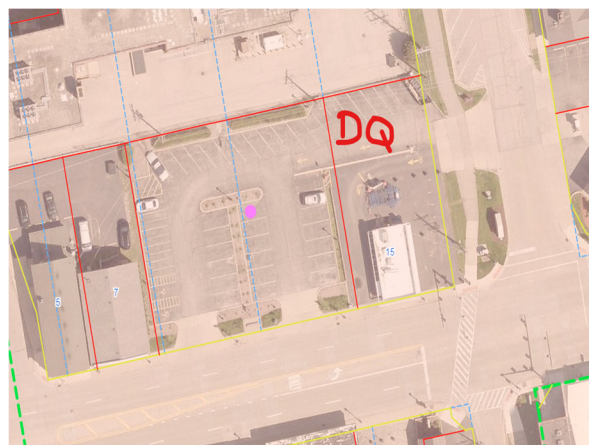
### **Funding Source:**

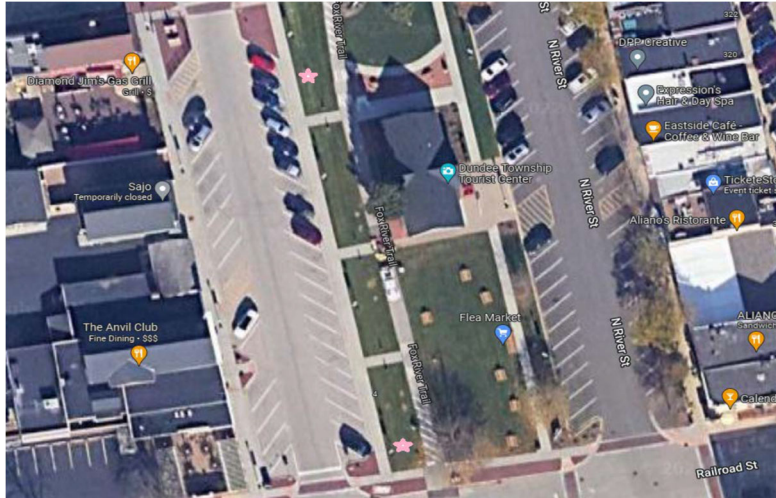
If granted, CSG states the EV charging stations would be financed by applying for VW Diesel Emissions Mitigation Trust ("VW DEMT") funding and Climate and Equitable Jobs Act ("CEJA") funding. Potential variable revenue sharing is outlined in the DirtRoad pamphlet attachment.

### **Summary:**

In June of 2022 staff was approached by CSG who stated they were interested in installing, operating, and maintaining EV charging stations at no cost to the Village. If granted, CSG would initially install 01 x 120 kW EV charging stations at each proposed location at the following sites which are also denoted with pink dots on images:

EV charging Station	Location	Parking spaces per charger	Charger Type/ Capacity
1	On Meier Street at either Railroad St. <u>or</u> at Barrington Ave.	2	01 x 120 kW
2	11 E. Main St. - Public Lot	2	01 x 120 kW





CSG states they will monitor additional potential sources of funding for the proposed locations and would be responsible for all costs associated with the project design, permitting, equipment, installation, maintenance, and ongoing electrical charges of the EV charging stations and software.

CSG estimates that the Village would be saving nearly \$400,000 over ten years if the Village has chosen to undertake this project on its own. Additionally, CSG estimates the Village could generate approximately \$90,000 over the next 20 years based on an average utilization of 20% per EV charging station. Please review the informational attachments, and staff from CSG will be in attendance to answer any questions the Village Board may have.

#### **Legislative History:**

At its June 6, 2022 meeting, the Village Board approved a resolution endorsing the Metropolitan Mayors Caucus' Greenest Region Compact ("GRC") which will guide the Village toward an enhanced quality of life, protection and stewardship of the environments, and sustainable economic vitality. The implementation of EV charging stations is one way to achieve the goals set forth in the framework GRC provides.

Lastly, at its last meeting on August 8, 2022, the Village Board approved ordinance 22-37 which defines electric vehicles, defines electric vehicle charging stations, and also sets a time limit per vehicle and fine amount. By doing so the Village Board has prepared for the next phase which would be to ultimately host EV charging stations.

#### **Attachments:**

- Resolution
- License Agreement
- CSG pamphlet
- CSG PowerPoint Slides

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
APPROVING AND ENTERING INTO A LICENSE AGREEMENT WITH DIRTROAD  
COMMUNITY CHARGING OF CARBON SOLUTIONS GROUP**

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

**WHEREAS**, The Village of East Dundee (“Village”) desires to enhance the quality of life, protection and stewardship of the environments, and sustainable economic vitality; and

**WHEREAS**, Village Staff recommends the approval of entering into a license agreement with DirtRoad Community Charging of Carbon Solutions Group (“CSG”); and

**WHEREAS**, The Village will serve as a host for CSG to install two electric vehicle charging stations on public property for public use once CSG secures grant funding;

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

**SECTION 1:** The Village’s corporate authorities approve to enter into a license agreement (“Agreement”) with CSG and further authorize and direct the President, or Village Administrator, to execute the Agreement and for the Village Clerk to attest the Agreement.

**ADOPTED** this 19<sup>th</sup> day of September, 2022, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2022.

## ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2022 (the "Effective Date"), is between CSG EV, LLC, a Delaware limited liability company, d/b/a ("CSG"), and the VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, an Illinois municipal corporation ("Host"). Each of CSG and Host is a "party," and together they are the "parties," to this Agreement.

### BACKGROUND

- A. CSG provides a variety of vehicle charging and support services to owners of electric plug-in vehicles ("EVs");
- B. Having Electric Vehicle Charging Stations onsite allows Host to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation;
- C. Host desires to participate in CSG's network of Electric Vehicle Charging Stations; and
- D. This Agreement sets forth the parties' agreement with respect to Host's grant of the License to CSG.

### AGREEMENT

In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### ~~1.~~—LICENSE;

- 1.1. Host Property. The Host is the Owner of the property described in Exhibit A, attached hereto and made a part hereof (the "Host Property").
- 1.2. Grant of License. Host, for good and valuable consideration, the sufficiency of which is acknowledged, grants to CSG a license (the "License") to use a certain portion of Host Property specifically identified in Exhibit A and herein referred to as (the "Licensed Space") for the purposes described in this Agreement, including but not limited to those described in Section 1.4 below.
- 1.3. Utilization Bonus.
  - 1.3.1. The Host will receive a Utilization Bonus for each charging station with average Annual Utilization at each percent above a 5% threshold. The Utilization Bonus is calculated according to table included in Exhibit B, which is determined by the following formula:
    - (a) Take the Multiplier Rate representative of the Annual Percent Utilization and multiply it by the dollar value shown in the tier.
- 1.4. Use of Licensed Space. The License includes use of the Licensed Space and the areas of Host Property that are reasonably necessary to provide ingress and egress to and from the Licensed Space and the Electric Vehicle Charging Stations (as defined below); for the purposes of the construction, installation, maintenance, repair and operation of the grid integrated Electric Vehicle Charging Stations by CSG; and for any ancillary uses permitted herein, all in accordance with this Agreement) (collectively the "Necessary Space");
- 1.5. Host Obligations. Subject to limitations contained herein, Host agrees to, at all times, make the Licensed Space and Necessary Space available to CSG, its subcontractors and vendors, and all users of the Electric Vehicle Charging Stations.

#### 2. TERM; TERMINATION

- 2.1. License Term.
  - 2.1.1. The term ("Term") of the License shall commence on the Effective Date and, subject to the provisions of Section 2.2 below, end on the date that is ten (10) years from the Commencement Date (as extended from time to time, the "License Expiration Date"). The "Commencement Date" shall mean the date on which the Electric Vehicle Charging Station is first operational.
  - 2.1.2. CSG and Host may mutually agree to Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively "Extended License Term") by providing written notice of intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. The Extended License Term shall begin immediately following the end of the 10-year term.

## 2.2. Termination.

2.2.1. Upon Certain Events. This Agreement may be terminated upon thirty (30) days' written notice to either party without penalty or fee in any of the following circumstances:

2.2.1.1. In the case of termination by CSG, in the event that the Commencement Date has not yet occurred, CSG may terminate the contract by providing written notice thereof to Host; and CSG may elect to forgo development or modify the number and type of charging stations if CSG determines, at its sole discretion, that the installation is impracticable or uneconomical, including due to the ineligibility or unavailability of incentives or rebates, by providing written notice to Host;

2.2.1.2. In the case of termination by Host, in the event the Commencement Date of any Location listed in Schedule A has not occurred within 24 months following this Agreement Date Host may terminate the contract as it pertains only to that specific Location; provided that the foregoing right shall terminate upon the Commencement Date of that specific Location listed in Exhibit A. Notwithstanding the foregoing, the Host may not terminate the agreement for any Location if CSG has commenced construction.

2.2.2. For Cause. This Agreement may be immediately terminated for cause by either party in the event of the following circumstances:

2.2.2.1. *Breaches*. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for forty-five (45) business days after receipt of written notice.

2.2.2.2. *Assigns*. The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement except as provided in section 5.2.3 and 8.5 below..

2.2.3. Licensed Space on Termination. Within six (6) months following the expiration of the License Term or termination under Section 2.2, CSG shall remove the Electric Vehicle Charging Stations and any other supporting or ancillary equipment installed by CSG from the Licensed Space and restore the affected area to its former condition, excluding ordinary wear and tear; *provided, however*, that any underground electrical wiring shall be capped off and secured, but not removed. For the avoidance of doubt, CSG will not remove any equipment installed by a utility, which may include but may not be limited to: transformers, junction boxes, primary cable and conduit and electric meters and panels.

2.2.4. No Further Obligations. Upon any termination pursuant to this ARTICLE 2, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

## 3. ELECTRIC VEHICLE CHARGING STATIONS

### 3.1. Electric Vehicle Charging Stations; Ancillary Facilities.

3.1.1. The design, make, model, and manufacturer of the Electric Vehicle Charging Stations (each an "Electric Vehicle Charging Station" or "Charging Station") and their number and approximate locations are specified in Exhibit A. CSG, at any time and for any reason during the License Term, may, upon proper notice given to the Host, elect to upgrade, revise, alter, or swap any Charging Station installed in the Licensed Space at its sole discretion and Host shall provide CSG access to the Licensed Property as necessary to do so.

3.1.2. For purposes of this Agreement, "Electric Vehicle Charging Station" shall mean all electrical equipment, hardware, and software installed by CSG, the Charging Stations, all CSG signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.

3.2. CSG may, with Host's prior approval which shall not be unreasonably withheld, include at the Licensed Space other additional services related to charging of electric vehicles, equipment or facilities for automobile upkeep that CSG may elect to offer its customers from time to time during the Term. Additionally, CSG and its employees and vendors may, with Host's prior approval, perform security assessments and install (or add additional) reasonable security features at the Electric Vehicle Charging Stations, including, without limitation, lighting and cameras.

3.3. Access. CSG, its subcontractors, vendors and customers shall have access to the Licensed Space and Necessary Space twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. CSG and its employees and vendors may, at any time during the Term, access the Licensed Space and Host Property to maintain, inspect, repair or replace any portion of the Electric Vehicle Charging Stations pursuant to its obligations under this Agreement.

- 3.4. Signage. Signage at minimum will include what is legally required per law for electric vehicle charging stalls. Additionally, CSG may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Licensed Space or elsewhere on the Host Property upon obtaining Host's written consent and approval of signage content (which may be granted or denied in Host's commercially reasonable discretion). CSG shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and CSG shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, CSG and Host also agree to place signage on or around the Electric Vehicle Charging Station, designating the area as "Electric Vehicle Charging Only," and will take reasonable measures to discourage non-EV vehicles from parking in the Licensed Space, including, without limitation, towing. Host agrees that it shall not place any signs, marks or advertising devices on any portion of the Electric Vehicle Charging Station or in the Licensed Space without CSG's prior written consent and approval of signage content (which may be granted or denied in CSG's commercially reasonable discretion).
- 3.5. Installation.
- 3.5.1. CSG, at its sole cost, is solely responsible for supervising or conducting the construction and installation activities for the Electric Vehicle Charging Station, and, as between the parties, has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work.
- 3.5.2. Before beginning activities to install the Electric Vehicle Charging Station in the Licensed Space, CSG shall give a copy of the tentative construction schedule and installation plans to Host. No work will begin until all applicable permits and certifications have been obtained. Once parties' respective demonstration that all insurance coverages required by this Agreement are in place, CSG will oversee and manage the installation of the Electric Vehicle Charging Station, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all CSG branded signage.
- 3.5.3. CSG, at its sole cost, will obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Electric Vehicle Charging Station, and Host will reasonably cooperate upon request with CSG's efforts to do so.
- 3.5.4. Host grants to CSG and its employees and vendors the non-exclusive right to use and occupy the Licensed Space and Host's adjacent property for the construction and installation of the Electric Vehicle Charging Station, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, Host, and the terms of this Agreement. Only those materials and equipment that are being used directly in the construction and installation of Electric Vehicle Charging Station shall be brought to and stored on the Licensed Space and its adjacent areas. CSG shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host Property.
- 3.5.5. CSG will not permit or suffer any mechanic's or materialmen's liens to attach to the Licensed Space as a result of the installation of the Electric Vehicle Charging Station. If such a lien attaches to the Licensed Space, CSG shall remove or bond over such lien at CSG's sole cost and expense, within twenty (20) days of CSG receiving written notice thereof from Host.
- 3.5.6. Ownership of Intellectual Property and Charging Stations. CSG owns all worldwide right, title, and interest in and to the Electric Vehicle Charging Station, its related hardware, software, commodities and all derivatives thereof; any processes, relationships, and contracts associated therewith; all related graphics, user interfaces, logos, and trademarks reproduced during its operation; and all Intellectual Property rights therein. Host hereby assigns all such rights to CSG and agrees to execute any documents desirable to effectuate or evidence the foregoing. The foregoing rights shall vest with CSG upon the Effective Date and shall remain with CSG in perpetuity absent CSG's disposing or transferring of such rights at its sole discretion. CSG shall have the right to remove all or a portion of the Charging Station at any time during the License Term, whether or not said items are considered fixtures and attachments to the Licensed Space under applicable laws. CSG shall have sole right and title to any government grants, rebates, incentives and credits awarded as a result of the construction and/or operation of the charging stations.
- 3.6. Operation and Maintenance. Except as otherwise provided in this Agreement, CSG will, at its sole cost and expense, maintain and operate the Electric Vehicle Charging Station, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. CSG shall notify the Host prior to any scheduled maintenance or repairs necessary

for the Electric Vehicle Charging Station. Upon notification of any graffiti or other vandalism affecting the Electric Vehicle Charging Station, CSG shall timely clean and/or repair the affected Electric Vehicle Charging Station as directed by Host. CSG shall, other than expressly stated herein, be the sole beneficiary of all revenues and costs associated with the foregoing.

- 3.7. Host Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Licensed Space. In addition, Host shall take reasonable precautions to protect the Electric Vehicle Charging Station from graffiti and other vandalism. For the avoidance of doubt, Host shall be under no obligation to maintain the Electric Vehicle Charging Station, signage or any other equipment installed by CSG within the Licensed Space. To the extent Host has actual knowledge of the same, Host shall promptly notify CSG and, as appropriate, emergency response personnel regarding any malfunction of the Electric Vehicle Charging Station. Host shall make commercially reasonable efforts to accommodate any reasonable request by CSG in connection with the operation of the Charging Station.
- 3.8. Utility Availability.
  - 3.8.1. CSG shall be responsible for all electricity costs of the Electric Vehicle Charging Station. CSG shall, at its sole expense, either (i) ensure that the Electric Vehicle Charging Stations contains separately-metered electricity with CSG as the customer of record for such meter, or (ii) install one or more sub-metering devices which measure in kWh the electricity used by the Electric Vehicle Charging Station, in which case CSG will pay Host for the electricity used by the Electric Vehicle Charging Station at according to the Electricity Cost Reimbursement table in Exhibit A.
  - 3.8.2. Host shall cooperate with CSG to obtain electricity and any other utilities necessary to operate the Electric Vehicle Charging Station, including by granting appropriate easements to local utility providers and/or obtaining necessary easements from adjacent property owners for the location of necessary utilities; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility, the adjoining landowner or CSG associated with the provision of such utilities.
  - 3.8.3. Neither Host nor CSG has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in ARTICLE 7.
- 3.9. Taxes. CSG is solely responsible for personal property taxes imposed on the Electric Vehicle Charging Station, and any other equipment installed by it, that is located in the Licensed Space. All other real or personal property taxes related to the Licensed Space, including any increase in real estate taxes on the real property on which the Licensed Space is located which arise from CSG's improvements and/or CSG's use of the Licensed Space, are the sole obligation of Host. Each party is responsible for its own income, franchise and similar taxes.
- 3.10. Local Ordinances. All applicable ordinances in the Village of East Dundee Village Code shall apply to the Licensed Space and the Electric Vehicle Charging Stations.
- 3.11. Customer Use. Customers will be limited to a maximum use of two (2) hours parking in the License Space of the Electric Vehicle Charging Station per charging session.

#### **4. INTELLECTUAL PROPERTY; PUBLICITY**

- 4.1. Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
  - 4.1.1. *Host Intellectual Property*. The parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and CSG has no right, and shall not obtain any right, in any Host Intellectual Property.

- 4.1.2. *CSG Intellectual Property.* The parties agree that, as between them, CSG has and retains ownership of all of CSG's Intellectual Property, and Host has no right, and shall not obtain any right, in any CSG Intellectual Property.
- 4.2. *Ownership of Drawings and Other Documents.* All documents prepared by or under the direction of CSG pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively CSG Intellectual Property, and CSG retains all common law, statutory and other reserved rights, including the copyright.
- 4.3. *Publicity.*
- 4.3.1. CSG and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by CSG or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, *provided* each has the ability to review and approve in advance the other's public statements and any use of the other's Intellectual Property in connection therewith.
- 4.3.2. Notwithstanding anything to the contrary within this Agreement, CSG may advise mapping services, the manufacturers of vehicle navigation systems, map data providers, and other third-parties of the existence, location, and other details of the Electric Vehicle Charging Stations at the Licensed Space so that such services and manufacturers may include such information in connection with their mapping and listing services and navigation systems; and CSG may disclose to the public information about the location of the Electric Vehicle Charging Stations and the progress of its construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties referenced in Section 5.2.1 as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 5.1. *Representations and Warranties.* Each of Host and CSG hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.
- 5.2. *Rights to Host Property. Permitted Uses on Host Property.*
- 5.2.1. Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents, permits or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for CSG to take the actions with respect to the Licensed Space contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement); (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property; or who exercise governmental or regulatory jurisdiction over the Host Property, including local and state governments. When obtaining consent, permit or permissions is required, Host and CSG shall use cooperative commercially reasonable efforts to contact and educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of that effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 6, offer appropriate indemnities on terms similar to those stated in ARTICLE 7, satisfy

reasonable third party requests and concerns regarding the Electric Vehicle Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent, permits or permissions of those third parties that is consistent with this Agreement.

- 5.2.2. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Licensed Space by CSG pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.

## **6. INSURANCE; CASUALTY AND CONDEMNATION**

### **6.1. CSG Insurance.**

- 6.1.1. During the License Term, CSG shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

6.1.1.1. Full replacement cost Property Insurance (written on a “special perils” basis) for the Electric Vehicle Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by CSG;

6.1.1.2. Statutory Worker’s Compensation Insurance, and Employer’s Liability limits of \$1,000,000.00 per accident/per employee;

6.1.1.3. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; CSG shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host, but only as to the negligent acts or omissions of CSG or the CSG Parties.

6.1.1.4. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

6.1.1.5. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Space, and resulting from the use of the Electric Vehicle Charging Station, the occupancy of the Licensed Space and/or the negligence of CSG and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer’s Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

6.1.2. With respect to CSG’s Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Electric Vehicle Charging Station or the Licensed Space.

6.1.3. Annually, CSG shall provide Host with a certificate of insurance and endorsement, evidencing the required coverages.

### **6.2. Host Insurance**

- 6.2.1. During the License Term, Host shall maintain insurance in the following amounts:

6.2.1.1. Full replacement cost Property Insurance (written on an “special perils” basis) for (1) the Host Property and all improvements thereon (including without limitation the Licensed Space and all electrical infrastructure for the Electric Vehicle Charging Station); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host; and

6.2.1.2. Commercial General Liability insurance with a minimum combined single limit of liability of at least \$2,000,000 for personal injuries or deaths of persons occurring in or about the Licensed Space and Host Property.

6.2.2. Annually, Host shall provide CSG with a certificate of insurance and endorsement, evidencing the required coverages, stating that the insurance is primary with regard to Host and naming CSG as an additional insured.

### **6.3. Policy Requirements. The insurance policies required under Sections 6.1 and 6.2 shall:**

- 6.3.1. be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder’s ratings of at least “A-” and a financial rating of at least

- “Class VIII,” in the most current Best’s Insurance Reports available on the Commencement Date; if the Best’s ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies;
- 6.3.2. contain provisions whereby each party’s insurers waive all rights of subrogation against the other party on each of the coverages required herein.
- 6.4. Waiver. Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property, the Licensed Space, the Electric Vehicle Electric Vehicle Charging Stations, or any improvements on any of the foregoing, or to the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- 6.5. Casualty and Condemnation.
- 6.5.1. Damage. If any portion of the Licensed Space is damaged by fire or other casualty; or any portion of the Host Property is damaged by fire or other casualty caused by the negligent act or omission of CSG, CSG will have thirty (30) days from date of such fire or casualty to elect to repair the property with notice of such intent delivered in writing to Host. If no written notice is received by Host within that thirty-day period, then either party may, within forty-five (45) days of the date of such fire or other casualty elect to terminate the License on written notice to the other party. If CSG elects to repair such property, it shall restore, rebuild, or replace those portions of the Electric Vehicle Charging Station in the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition as necessary, and all property insurance proceeds of Host applicable to the Licensed Space shall be made available to CSG in connection with such repair and restoration. If CSG elects to terminate the License, it shall remove all of CSG’s property from the Licensed Space in accordance with Section 2.2.2 of this Agreement. Any repair and restoration required by CSG under this Section 6.5.1 shall commence within sixty (60) days of the date CSG elects to repair and restore the Licensed Space and shall be completed no later than 180 days thereafter.
- 6.5.2. Condemnation/Taking. If any portion of the Licensed Space or Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Electric Vehicle Charging Station, then CSG may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If CSG does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Electric Vehicle Charging Stations elsewhere on Host Property. The costs of the relocation of the Electric Vehicle Charging Stations shall be shared by CSG and Host. CSG may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation. All relocation awards made as a result of such condemnation shall be paid to CSG to the extent that the Necessary Space is affected.
- 6.5.3. Suspension of Term. During any time that the Electric Vehicle Electric Vehicle Charging Station or any portion of the Licensed Space is under repair or being relocated pursuant to this Section 6.5, the Term shall be suspended on a day-for-day basis.

## **7. INDEMNITY; LIMITATION OF LIABILITY**

- 7.1. CSG. Subject to Sections 6.4, and 7.3, CSG shall indemnify and hold harmless Host, its elected and appointed officials, employees, and agents (individually, “Host Party” and, collectively, the “Host Parties”) from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys’ fees and costs of collection (collectively, “Losses”) that arise out of or result from (i) any breach by CSG of its obligations, representations or warranties under this Agreement, or (ii) the willful misconduct or negligence of CSG, except to the extent arising out of or resulting from any willful misconduct or negligence of any Host Party or any installation or other activities conducted by a contractor, or other service provider designated by Host or by CSG per the express instructions of Host; and excepting any claims arising out of Host’s active negligence or willful misconduct. The obligations of CSG under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.

- 7.2. Host. Subject to Sections 6.4 and 7.3 hereof, Host shall indemnify and hold harmless CSG, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, “CSG Party” and collectively, the “CSG Parties”) from and against all Losses that arise out of or result from (i) any willful misconduct or negligence of any Host Party in connection with this Agreement or (ii) any breach by Host of its obligations, representations or warranties under this Agreement. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
- 7.3. Limitation of Liability. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party’s total liability for any and all liability to the other party and to such other party’s affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection this Agreement whether in contract or in tort (including negligence and strict liability) shall not exceed the greater of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or, if insurance coverage is applicable, the insurance coverage limits required under this Agreement. The provisions of this Section 7.3 shall apply to the full extent permitted by law and shall survive termination of this Agreement. The limits of this Section 7.3 shall not apply to a party’s obligations pursuant to Section 7.2, to the Liquidated Damages calculation in Section 5.2., or to damages based on CSG’s lost earnings and lost potential earnings.

## 8. MISCELLANEOUS

- 8.1. Independent Agreements. The parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between CSG and Host.
- 8.2. Survival of Covenants. The covenants, representations and agreements of Sections 2.2.3, 2.2.4, 3.5.6, 3.6.4.1, 4.2, 4.3.2, 5.1, 6.4, 7, and 8 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.
- 8.3. Ancillary Services. CSG shall hold all right and title to any ancillary services related to the production or consumption of electricity connected to the operation of the charging stations.
- 8.4. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

### If to CSG:

CSG EV LLC  
600 B Street Suite 300  
San Diego, CA 92101  
Attn: Kory Trapp, V.P. Project Development

### If to Host:

\_\_\_\_\_  
\_\_\_\_\_

Each party may change its address for notice by giving notice thereof to the other party.

- 8.5. Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; *provided, however*, that either party may assign its rights and

obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition, or successor to all or substantially all or a portion of the assets of such party at any time and without consent. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, assignment or transfer of all or a portion of Host's interests in the Host Property shall not require the consent of CSG, subject to such assignee or transferee assuming all of Host's obligations and liabilities of this Agreement.

Notwithstanding anything to the contrary herein, CSG may assign its rights and obligations in and under this Agreement, at its sole discretion, without consent, to any third-party transferee of all or substantially all of CSG's interest in the Electric Vehicle Charging Station, subject to its provision of written notice thereof to Host.

- 8.6. Independent Entities. The parties shall act as and remain independent entities in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.
- 8.7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in Kane and Cook Counties, Illinois.
- 8.8. Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
- 8.9. Force Majeure. Change in Law. Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, suppliers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for CSG to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, CSG may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.
- 8.10. Attorneys' Fees; Waiver of Jury Trial. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. The parties hereby waive any and all rights which either party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.
- 8.11. No Waiver. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
- 8.12. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- 8.13. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.
- 8.14. Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.
- 8.15. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to

be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

8.16. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

8.17. Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this

8.18. Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Signature Page Follows:

Effective as of the date first set forth above.

HOST:

VILLAGE OF EAST DUNDEE,  
an Illinois municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CSG:

CARBON SOLUTIONS GROUP LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### **DESCRIPTION OF HOST'S PROPERTY**

Description of Host Property:

Property	Address
1	Meir Street at Barrington/Railroad, East Dundee, IL
2	11 E. Main Street Parking Lot, East Dundee, IL

Number and Type of Electric Vehicle Charging Stations to be located on Licensed Space:

- CSG will apply for VW Diesel Emissions Mitigation Trust (VW DEMENT) funding and Climate and Equitable Jobs Act (CEJA) funding and will initially install 02 x 120 kW DC Fast Charging stations at each proposed location if funding is awarded.
- CSG will monitor additional potential sources of funding for the proposed location.

Property	Charger Type/Capacity	Initial Scope
1	DCFC 120 kW or similar	2 ports
2	DCFC 120 kW or similar	2 ports

Electricity Cost Reimbursement table:

Unit	Unit cost
kWh	\$_____

**EXHIBIT B**  
**UTILIZATION BONUS ABB TERRA 54 DC FAST CHARGER**

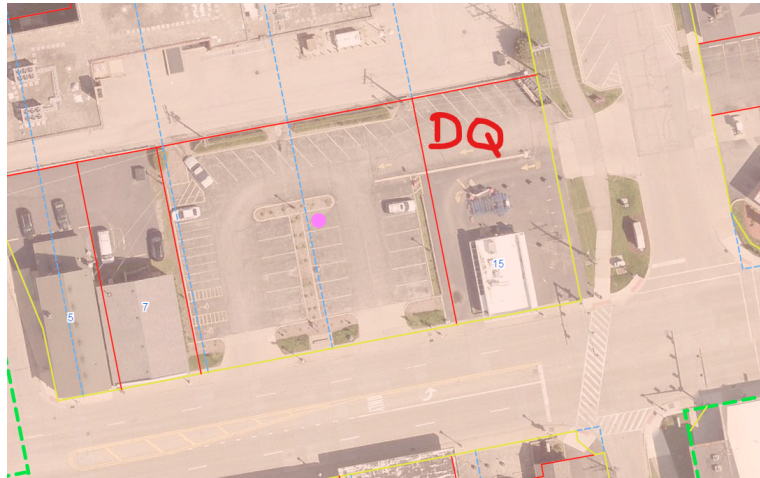
<b>Annual Percent Utilization</b>	<b>Multiplier Rate</b>	<b>Tier</b>		<b>Compensation Per Charger</b>
0%	0	\$0.00		\$0.00
1%	0	\$0.00		\$0.00
2%	0	\$0.00		\$0.00
3%	0	\$0.00		\$0.00
4%	0	\$0.00		\$0.00
5%	0	\$0.00		\$0.00
6%	1	\$50.00		\$50.00
7%	2	\$50.00		\$100.00
8%	3	\$50.00		\$150.00
9%	4	\$50.00		\$200.00
10%	5	\$50.00		\$250.00
11%	6	\$50.00		\$300.00
12%	7	\$50.00		\$350.00
13%	8	\$50.00		\$400.00
14%	9	\$50.00		\$450.00
15%	10	\$50.00		\$500.00
16%	11	\$50.00		\$550.00
17%	12	\$50.00		\$600.00
18%	13	\$50.00		\$650.00
19%	14	\$50.00		\$700.00
20%	15	\$50.00		\$750.00
>20%	>16	\$50.00		(Annual Utilization - 5% x \$50.00)

Formula: Take the Multiplier Rate representative of the Annual Percent Utilization and multiply it by the dollar value shown in the tier.

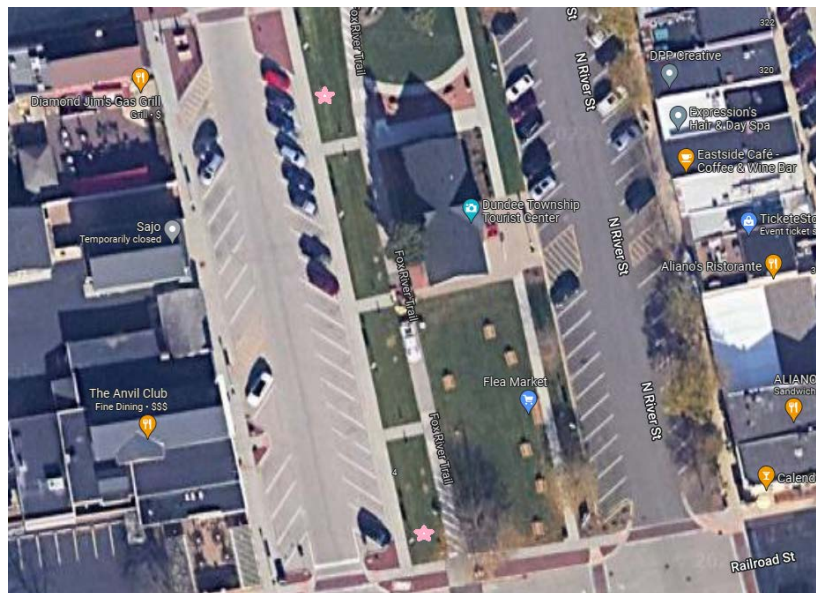
## **Schedule I**

## IDENTIFICATION OF LOCATION OF LICENSED SPACE AND ELECTRIC VEHICLE CHARGING STATIONS

Each proposed location, represented by a pink dot, as seen below, will have 02 x 120 kW DCFC station installed (4 ports) pending awarded incentives.



Site mock-ups to be provided by CSG prior to implementation for each site.



# ***DirtRoad***

## Community Charging

**Electric Vehicle Charging Proposal**

**The Village of East Dundee, IL**

June 2022



## Overview

Carbon Solutions Group (CSG) was founded in Chicago, Illinois, in 2006. CSG consists of three principal groups: **DirtRoad**, **ESG Services**, and **Environmental Credit Aggregation**. CSG prides itself on corporate and municipal partnerships across the U.S. that it has fostered over nearly two decades in operation.

- **DirtRoad** — A developer and owner-operator of Level 2 and DC Fast charging electric vehicle infrastructure. This business unit consists of in-house electrical engineers and project developers focused on the deployment of EV charging stations. We currently have 520 projects in our development pipeline.
- **ESG Services** — Carbon Solutions Group is one of the largest marketers and providers of RECs and Carbon Offsets in the U.S., serving large C&I and utility customers. CSG has contracts in place with virtually all Load Serving Entities and has transacted in excess of 150 Million MWhs over the past 5 years.
- **Environmental Credit Aggregation** — Originally launched in Illinois, the business has expanded to solar aggregation across the U.S. We currently serve 15,000 customers across DC, MD, OH, MI, IN, IL, PA, VA, WV, OR, WA, and CA

## Driving Decarbonization

CSG's community charging initiative, **DirtRoad**, envisions linked vehicle electrification projects in a community that enable people and automotons alike to charge at home, at work and at public charging hubs. **DirtRoad** brings electric-vehicle charging amenities to communities, campuses, and commercial operators without risk, capital investment, or ongoing expenses.

## Benefits to the Village of East Dundee

- Achieve Scope 3 sustainability objectives providing **zero-CO2<sup>1</sup>** electricity
- Eliminate the costs and risks of owning EV charging infrastructure
- Eliminate the electricity costs and demand charges from EV charging stations
- Eliminate operating expenses, including network fees, maintenance, and upgrades
- Attract unique EV drivers and creates new marketing opportunities
- Increase property value and desirability with new EV charging amenities
- Obtain long-term revenue streams from each installed charging station

---

CSG will provide Renewable Energy Credits (RECs) to cover electricity use

## Deal Structure

- CSG will apply for VW Diesel Emissions Mitigation Trust (VW DEMENT) funding and Climate and Equitable Jobs Act (CEJA) funding and will initially install 02 x 50 kW DC Fast Charging stations at each proposed location if funding is awarded at no cost to the Village.
- CSG will monitor additional potential sources of funding for the proposed location.
- CSG is responsible for all costs associated with the project design, permitting, equipment and installation.
- CSG will pay operating costs for the agreement's term, including maintenance of charging units and all utility costs.
- CSG will provide a variable revenue share to the village of East Dundee for each charging station.

## Cost Savings

East Dundee will benefit from over **\$420,490 savings** in capital and operating expenses over ten years (Appendix A).

Cost Savings	
10-year Cost Savings	\$420,490

## Revenue Share to the East Dundee Village

Carbon Solutions Group will provide East Dundee with a **variable revenue share** based on the utilization rates of chargers. This enables EV drivers to charge at affordable rates when the station utilization is low and for East Dundee to generate an increased revenue share as charging demand increases.

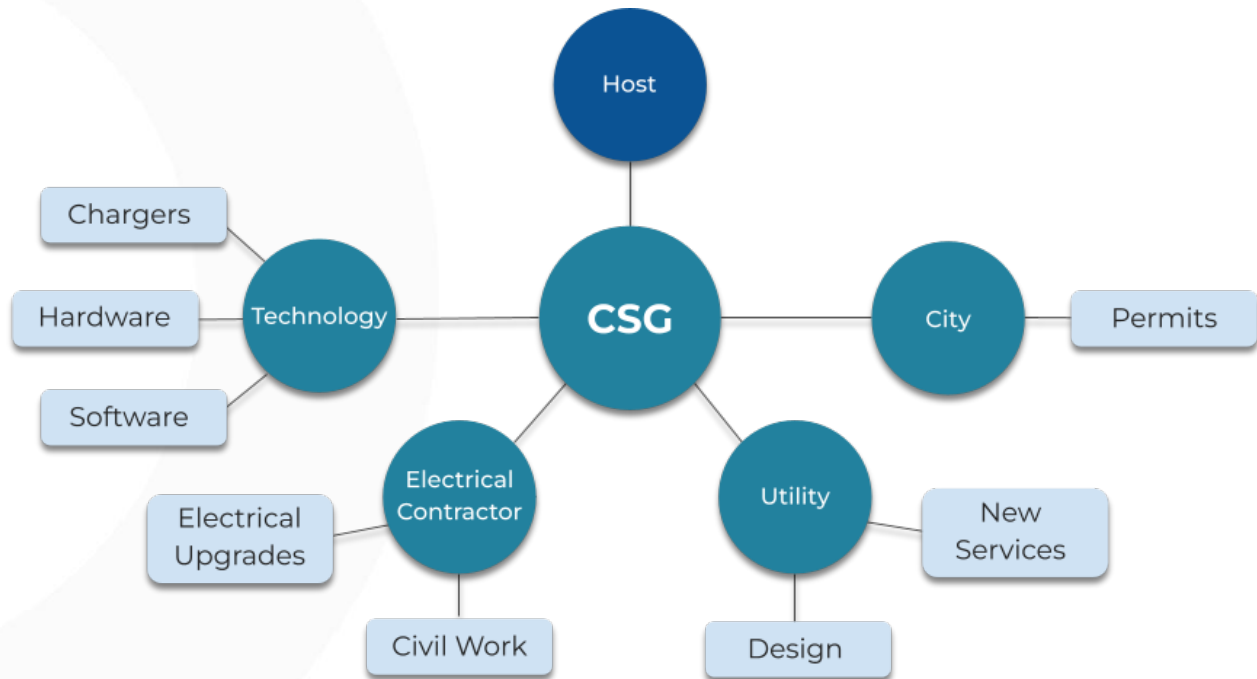
## Pro forma Revenue

East Dundee will generate an ancillary income of **\$90,000** over the next 20 years based on an average utilization of 20% for each station (Appendix B).

EV Charging Revenue for the Village of East Dundee	
20-year Pro Forma Revenue	\$90,000

## Scope of Work

East Dundee will gain a like-minded partner in CSG and a clear pathway to developing sustainable infrastructure. CSG will interface with all stakeholders, and East Dundee will achieve a turnkey solution that includes the EVSE hardware and software, engineering, permitting, construction, and O&M management.



## Proposed Locations

CSG proposes an initial install of **02 x 50 kW DCFC stations** at each proposed location pending VW DEMA and/or CEJA funding. As East Dundee's electric vehicle infrastructure partner, CSG will apply for additional potential sources of funding to build out East Dundee's community electric vehicle charging network. CSG will add additional stations upon the Village's request in response to increasing demand.

Site #	EV Charging Locations	L2 Ports	DCFC Ports
1	River Street, East Dundee, IL		4
2	Meir Street, East Dundee, IL		4
3	11 E. Main Street Parking Lot		4

## Charger System

### ABB Terra 54 UL DC Fast Charging Station

Building on a decade of EV fast-charging experience, ABB's Terra 54 offers enhanced usability and reliability in an all-in-one package. The Terra 54 enables continuous 50 kW charging up to 500 VDC, and the Terra 54HV supports up to 920 VDC – accommodating both CCS1 and CHAdeMO functionality. All Terra chargers feature ABB Connected Services for remote services, software updates, access management, and OCPP network enablement.

The Terra 54 enables high uptime due to redundancy in power and communication architectures. The Terra 54 has an industry-leading modular power conversion topology that delivers high uptime and continuous power delivery. Safety is always paramount with ABB Terra chargers, which are certified to all relevant standards, including EMC Class B for safe operation for all consumers in office, retail and fuel station locations.



### Charging Times

EV drivers would obtain **150 miles of range per hour** with the 50 kW DCFC stations.

Charging Time (Approx Time for 80% Charge)	
DCFC 50 kW	1 - 2 hours

## DirtRoad Network & Mobile Application

East Dundee would benefit from DirtRoad's complete in-house digital platform with a full suite of network features with unparalleled customizability. In addition, the DirtRoad Network enables far lower network expenses and operating costs and, by extension, lower rates for community drivers.

### In-house OCPP Server

DirtRoad's in-house OCPP server underpins the entire platform:

- Standard communication protocol for all networked stations
- Secure customer and transaction data storage and management
- A full array of pricing and notification alternatives
- Network interoperability capability:
  - DirtRoad drivers to locate and charge at other-network stations
  - Drivers using other apps to locate and charge at DirtRoad stations
- Future vehicle-to-grid capabilities for grid resiliency and energy storage

### Custom Dashboards & API Integration

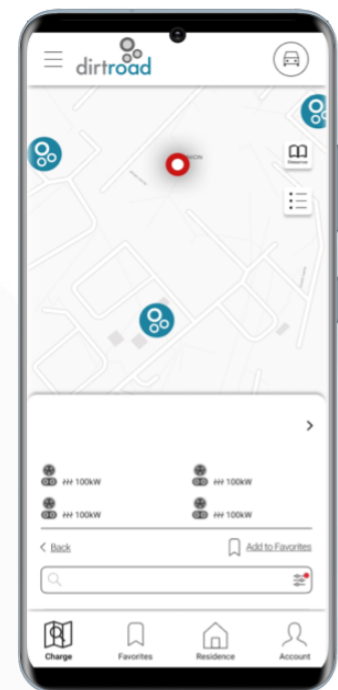
DirtRoad will create a custom dashboard for your municipality, including, including integration with customer APIs:

- Real-time viewing of charger status, history, revenue generation, usage, emissions reduction metrics
- Fleet management tools and integration with fleet telematics software using available telematics APIs

### DirtRoad Mobile App

The DirtRoad App provides a technologically advanced, easy-to-use, and personalized link between drivers and the community with a full complement of features:

- Subscription options for deeply discounted charging
- Scheduled and remote start-stop charging for energy cost management
- Real-time status and usage history, and a lot more to come including OCPP 2.0 bidirectional capability



# DirtRoad's Community Charging Model

DirtRoad's community-based approach to electric vehicle charging infrastructure development would benefit East Dundee community members both in cost and convenience. Along with low charging rates at East Dundee's DirtRoad stations, community members would be helping DirtRoad to create more public Fast Charging amenities in their community. The following pillars summarize the core tenets of DirtRoad and the cascading benefits to the Village of East Dundee.

## Project Development

- Assess fleet, public, workplace, and home charging needs
- Design, engineer, and develop projects with inhouse expertise
- Enter into long term contracts and future proof installations
- Hire local contractors for civil and electrical works

## Operations & Maintenance

- DirtRoad App to incentivize and influence driver behavior
- DirtRoad subscriptions for lowest fleet and public charging rates
- Network Interoperability for increased flexibility and lowest rates
- Local O&M partners for quick response and guaranteed uptime

## Optimization

- Customized DirtRoad Fleet Module for each fleet owner
- Leverage public and ride-share fleets for faster DCFC deployment
- DirtRoad Platform orchestrated response to price signals (TOU rates)
- Vehicle-to-Grid (V2G) capability for grid resiliency and peak shaving

## Other Benefits

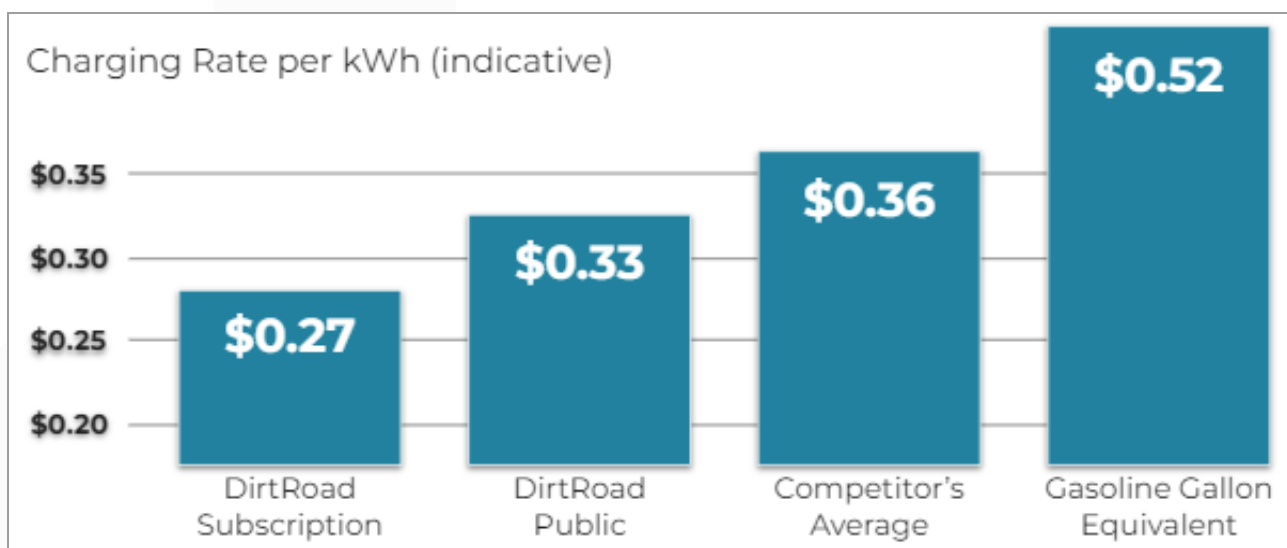
- Equitable opportunity for electric vehicle adoption
- Lower charging costs for everyone in the community
- Increased grid stability allows more renewable energy and less CO2
- Cleaner air, lower noise levels, improved public health outcomes

## Community Engagement

Carbon Solutions Group wants to work with East Dundee to let community members know about their new Fast Charging amenities and to encourage electric vehicle adoption. CSG will create digital marketing campaigns to promote the DirtRoad-East Dundee stations as well as precise, easy-to-understand information surrounding this revolutionary procurement.

## Village Subscriptions

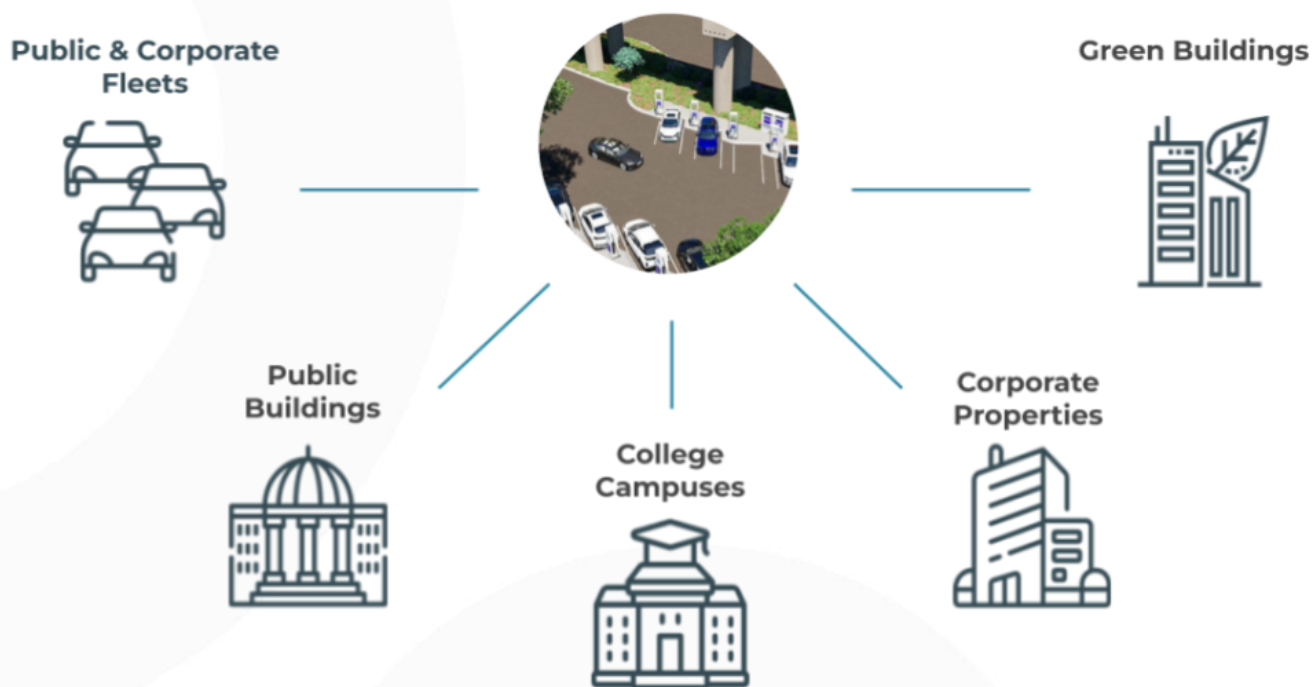
DirtRoad will offer East Dundee community members steeply discounted charging subscriptions. DirtRoad subscription options cover the needs of all drivers, from those that rely on public charging to those that only need the occasional top-up.



By partnering with DirtRoad, East Dundee will gain current and future demand for DirtRoad charging, including from existing fleets contracted to the network. East Dundee and DirtRoad will drive the leading electric vehicle charging experience in the Midwest.

## Hub & Spoke Model

The DirtRoad Platform integrates a community's public, workplace, and residential stations, creating a whole greater than the sum of its parts. The platform provides a technologically advanced, easy-to-use, personalized link between drivers and the community. It accelerates electric vehicle adoption, influences driver behavior, and enables everyone in the community to benefit by receiving a lower price for energy. When charging increases anywhere in the community, the cost of charging drops for everyone.



The municipality does not assume any capital or operating costs and the public benefits from accessible and affordable public charging amenities. The municipality can spearhead the community effort by contracting for multi-year electricity subscription for its fleet vehicles.

## Project Timeline

CSG will complete the design and engineering work shortly after finalizing the license agreement with East Dundee. Our EV infrastructure design and engineering expertise allow us to get it right the first time, saving time during the Utility Design and Permitting phases. Once the charging stations arrive onsite, civil works and installation are completed in short order.

Our standard implementation timeline is as follows.

Phase	Weeks
License Agreement	2 - 8
Draft Design & Engineering	2 - 4
Utility Design	12 - 24
Permitting	8 - 12
Construction	2 - 4
Testing & Commissioning	1 - 2
Software Integration	1 - 2
<b>Start to Completion</b>	<b>28 - 56 weeks</b>

## Project Commitment

With our knowledge and expertise in developing, owning, and operating electric vehicle charging infrastructure, we are determined to solidify East Dundee as the premier electric vehicle charging destination with an unmatched customer experience. Carbon Solutions Group will ensure that East Dundee benefits from our shared interest in the success of this project, and that community members get the best public charging rates possible on the region's leading charging network.

We look forward to reviewing this offer with you at your earliest convenience.

Sincerely,

*Kory Trapp*

VP Project Development  
858.354.6273 mobile  
[ktrapp@carbonsolutionsgroup.com](mailto:ktrapp@carbonsolutionsgroup.com)

---

# Appendices

## A: Cost Savings

Cost Savings								
Charger Type	kW	Charging Stations	Charging Spaces	kW Total	Hardware Cost	Install. Cost	10-year Op. Costs	Total Cost
DCFC	50	6	2	300	\$188,069	\$125,000	\$107,421	\$420,490
10-year Cost Savings								<b>\$420,490</b>

## B: Variable Revenue Share

East Dundee will receive an Annual Utilization Bonus for each percent of average annual utilization above a 5% threshold:

Annual Utilization Bonus per Charger (per Percent)	
DCFC 50 kW	\$50.00

Pro forma revenue to East Dundee amounts to **\$90,000.00** over the next twenty years:

Pro Forma Revenue Share to the Village of East Dundee							
Charger Type	Charging Stations	Average Annual Utilization	Bonus Utilization	Utilization Bonus per Percent	Utilization Bonus per Charger/Year	Annual Revenue	20-year Revenue
DCFC 50 kW	6	20%	15%	\$50.00	\$750	\$4,500	\$90,000
20-year Cumulative Revenue							<b>\$90,000</b>

### Revenue Share Example:

For a 50 kW DCFC station with a 20% Average Utilization and 5% Threshold, the Utilization Bonus would be equal to **\$750**.

**20% Average Utilization - 5% Threshold = 15% Bonus Utilization**

**15% Bonus Utilization x \$50.00 Utilization Bonus/percent = \$750.00**

# ***DirtRoad***

## Community Charging

### **Electric Vehicle Charging Proposal**

Prepared For: The Village of East Dundee

September 2022



# Carbon Solutions Group

## Distributed Decarbonization Platform

Carbon Solutions Group was founded in Chicago, Illinois in 2006. CSG consists of three principal groups: **DirtRoad**, **ESG Services**, and **Environmental Credit Aggregation**. CSG prides itself on corporate and municipal partnerships across the U.S. that it has fostered over nearly two decades in operation.

- **DirtRoad** — A developer, owner, and operator of charging networks on behalf of public and private sector customers. DirtRoad's specialized, in-house teams of electrical engineers and project developers focus on charging infrastructure deployment nationwide. DirtRoad currently has 520 projects under development nationwide.
- **ESG Services** — CSG is one of the largest marketers and providers of renewable energy certificates (RECs) and carbon offsets in the U.S., serving large C&I and utility customers. CSG has contracts in place with virtually all load serving entities and has transacted over 150 million MWhs during the past five years.
- **Environmental Credit Aggregation** — Originally launched in Illinois, the business contracts solar RECs from residential and C&I system owners across the U.S. CSG's SREC business currently serves over 15,000 customers in DC, MD, OH, MI, IN, IL, PA, VA, WV, OR, WA, and CA.

**DirtRoad**

The Village of East Dundee Proposal  
September 2022

# ***The DirtRoad Platform***

Driving Decarbonization

**DirtRoad** brings a community's public, fleet, workplace, and residential charging onto a common platform to provide low-cost public charging amenities and enable electric vehicle adoption.

*When charging increases anywhere in the community, the cost of charging drops for everyone.*



***DirtRoad***

The Village of East Dundee Proposal  
September 2022

# ***Benefits to the Village of East Dundee***

- Advance transportation electrification initiatives and enable EV adoption
- Eliminate the costs and risks of owning EV charging infrastructure
- Eliminate the electricity costs and demand charges from EV charging stations
- Eliminate operating expenses, including network fees, maintenance, and upgrades
- Attract unique EV drivers and creates new marketing opportunities
- Increase property value and desirability with new EV charging amenities
- Obtain long-term revenue streams from each installed charging

***DirtRoad***

The Village of East Dundee Proposal  
September 2022

# ***DirtRoad Standard Model***

## Deal Structure

- CSG proposes an initial installation scope of 1 x 120 kW DC Fast Charging stations at each proposed location if funding is awarded at no cost to the Village.
- CSG will seek to obtain grant funding for the project as applicable under the VW Diesel Emissions Mitigation Trust (VW DEMA) and Charging Infrastructure Grant program under the Climate and Equitable Jobs Act (CEJA).
- CSG will monitor additional potential sources of funding for the proposed location, If funding is not obtained, CSG will propose an alternate Partnership model.
- CSG is responsible for all costs associated with the project design, permitting, equipment and installation.
- CSG will pay operating costs for the agreement's term, including maintenance of charging units and all utility costs.
- CSG will provide a variable revenue share to the Village of East Dundee for each charging station.

## Cost Savings

East Dundee will benefit from over **\$259,793** in capital and operating expenses over ten years.

Cost Savings	
10-year Cost Savings	\$259,793

## Revenue Share to the Village of East Dundee

DirtRoad will provide East Dundee with a **variable revenue share** based on the utilization rates of chargers. This enables EV drivers to charge at affordable rates when the station utilization is low and for East Dundee to generate an increased revenue share as charging demand increases.

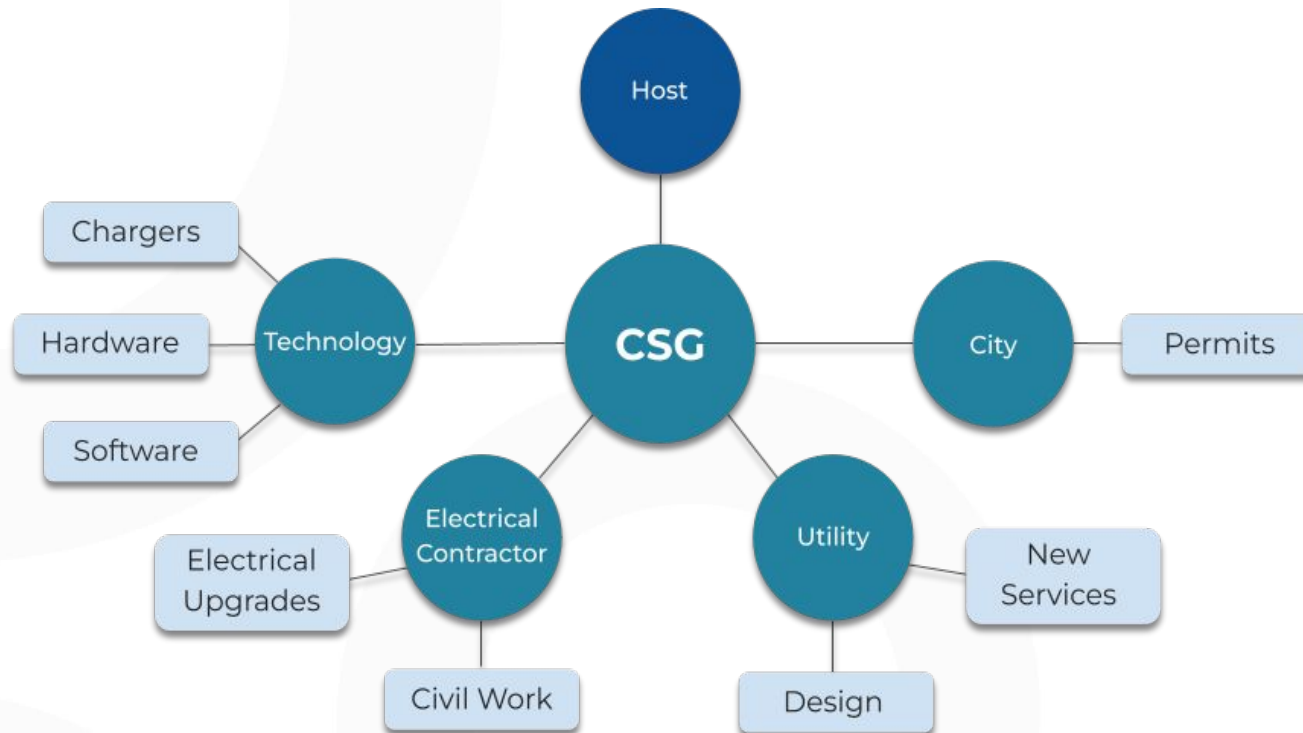
## Pro forma Revenue

East Dundee will generate an ancillary income of **\$60,000** over the next 20 years based on an average utilization of 20% for each station.

EV Charging Revenue for the Village of East Dundee	
20-year Pro Forma Revenue	\$60,000

# Scope of Work

East Dundee will gain a like-minded partner in CSG and a clear pathway to developing sustainable infrastructure. CSG will interface with all stakeholders, and East Dundee will achieve a turnkey solution that includes the EVSE hardware and software, engineering, permitting, construction, and O&M management.



# Proposed Locations

CSG proposes an initial install of **01 x 120 kW DCFC stations** at each proposed location pending VW DEMA funding. As East Dundee's electric vehicle infrastructure partner, CSG will apply for additional potential sources of funding to build out East Dundee's community electric vehicle charging network. CSG will add additional stations upon the Village's request in response to increasing demand.

Site #	EV Charging Locations	L2 Ports	DCFC Ports
1	Meir Street at Barrington/Railroad		2
2	11 E. Main Street Parking Lot		2

# Charging Equipment

## ABB Terra UL 120 kW DC Fast Charging Station



ABB's Terra all-in-one DC fast chargers offer power up to 120 kW, with convenient charging times for every EV. ABB's DC Fast chargers are designed for the most compact, reliable, and future-proof demands.

### Charging Times

EV drivers would obtain **350 miles of range per hour** with the 120 kW DCFC stations.

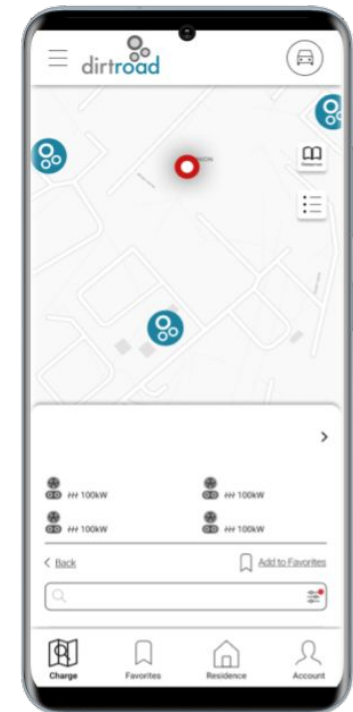
Charging Time (Approx Time for 80% Charge)	
DCFC 120 kW	30-45 minutes

# ***DirtRoad Network & Mobile Application***

East Dundee will benefit from DirtRoad's complete in-house digital platform with a full suite of network features with unparalleled customizability. In addition, the DirtRoad Network enables far lower network expenses and operating costs and, by extension, lower rates for community drivers.

## **DirtRoad Mobile App**

- *DirtRoad* implements a fully customized dashboard for each partner
- Complete in-house software development including OCPP server
- Provides lowest operating cost
- Full complement of network benefits including reservations, scheduled charging, load management, and future demand response capabilities
- Network interoperability as new industry standard

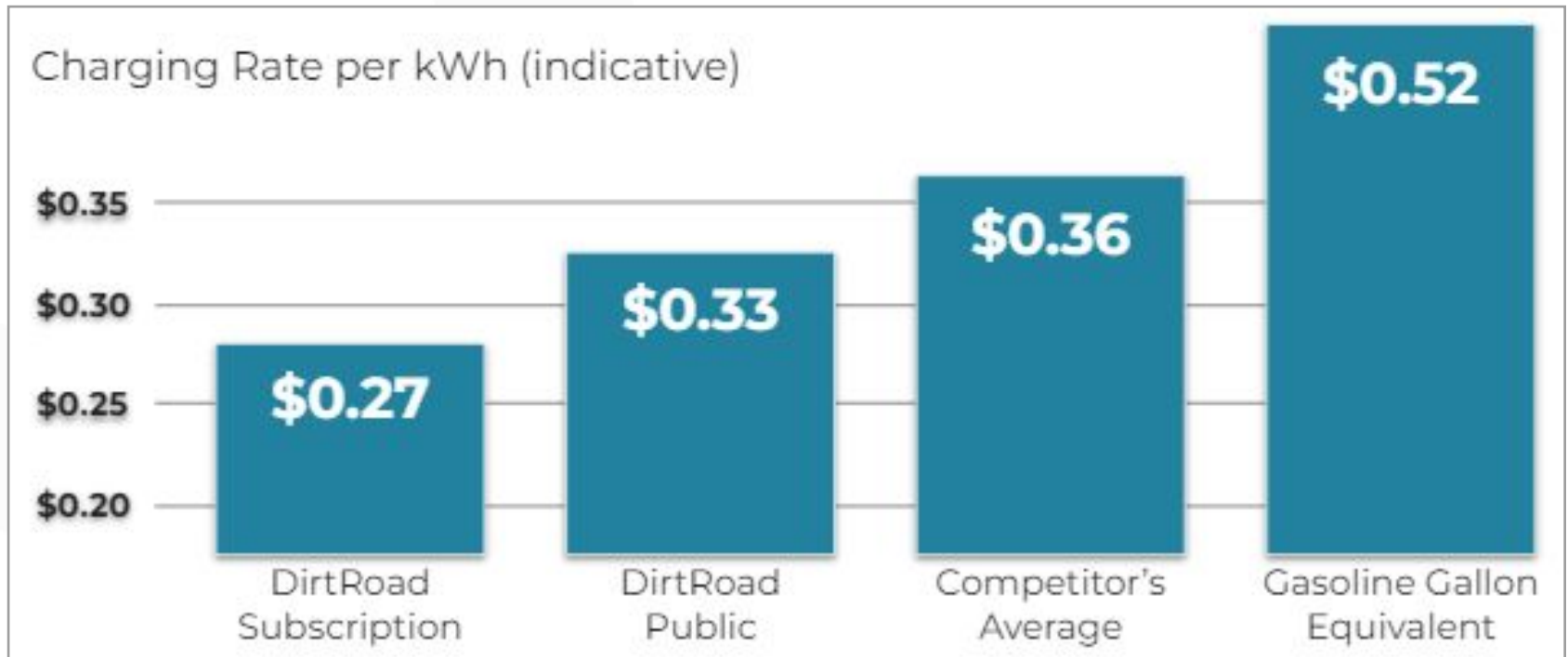


***DirtRoad***

The Village of East Dundee Proposal  
September 2022

# Village Subscriptions

DirtRoad will offer East Dundee community members steeply discounted charging subscriptions. DirtRoad subscription options cover the needs of all drivers, from those that rely on public charging to those that only need the occasional top-up.



**DirtRoad**

The Village of East Dundee Proposal  
September 2022

# Project Timeline

CSG will complete the design and engineering work shortly after finalizing the license agreement with East Dundee. Our EV infrastructure design and engineering expertise allow us to get it right the first time, saving time during the Utility Design and Permitting phases. Once the charging stations arrive onsite, civil works and installation are completed in short order.

Phase	Weeks
License Agreement	2 - 8
Draft Design & Engineering	2 - 4
Utility Design	12 - 24
Permitting	8 - 12
Construction	2 - 4
Testing & Commissioning	1 - 2
Software Integration	1 - 2
<b>Start to Completion</b>	<b>28 - 56 weeks</b>

# Thank You

Kory Trapp

Vice President of Project Development

858.354.6273

[ktrapp@carbonsolutionsgroup.com](mailto:ktrapp@carbonsolutionsgroup.com)



**DirtRoad**

The Village of East Dundee Proposal  
September 2022

**carbon**  
SOLUTIONS GROUP™  
DRIVING DECARBONIZATION

## Memorandum



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

**From:** Erika Storlie, Village Administrator

**Subject:** Authorization to Acquire Real Property Located in the Downtown Tax Increment Financing District (7 Maiden Lane and 110-112 Railroad St)

**Date:** September 19, 2022

---

### **Action Requested:**

Staff recommends the Village Board approve two ordinances authorizing the acquisition of real property (7 Maiden Lane and 110-112 Railroad St) located in the Downtown Tax Increment Financing District. If approved, Village staff would continue to negotiate in good faith with the property owners to come to a fair price for both the Village and the seller, and would only follow through with court action if a final agreement on price is not reached.

### **Funding Source:**

Downtown TIF Fund 39

### **Summary:**

The existing Downtown TIF, established in 2008, has been successful in revitalizing a formerly blighted area. Downtown East Dundee is now thriving and continues to see zero vacancy in commercial properties, as well as a series of special events throughout the year that attracts residents and visitors from across the region.

To finish the community vision of a historic, walkable downtown area, there are several existing parcels still in need of redevelopment. The current TIF expires in December of 2031, leaving less than 10 years to facilitate the redevelopment of properties in the TIF that will likely need public investment in order to be feasible. The Village has already undertaken a consulting study to potentially extend the life of the Downtown TIF which will make redevelopment of these remaining parcels more financially viable. If the Village does not acquire these parcels, they will likely remain in their current dilapidated condition for years, or even decades to come.

Village staff have been negotiating with the owners of 7 Maiden Lane (the now-vacant former Haeger Pottery site) and 110-112 Railroad St (former lumberyard site) to purchase these sites for several months. In the case of 7 Maiden Lane, the facility is in an advanced state of disrepair and

has several open cases pending in administrative adjudication for property standards violations. If acquired, the Village would seek to redevelop this property as residential given that it is surrounded by residential property and has not been an active industrial manufacturing site for many years.

Separately, the lumberyard property also contains a parking lot which the village leases from the property owner for the benefit of the public which the village paid to improve. In addition to paying rent for the parking lot, the Village also pays the entire amount of property taxes for the lumberyard parcel, though it does not have the ability to use the parcel. If the parking lot and adjacent lumberyard is obtained, the Village would convert the parking lot to a through street (extending the existing Meier Street south) to create additional angled parking spaces for the public; and the lumberyard property would be redeveloped for additional commercial space.

**Attachments:**

*7 Maiden Lane:*

- Ordinance
- Appraisal
- Existing Conditions

*110-112 Railroad St.:*

- Ordinance
- Appraisals
- Existing Conditions

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY, LOCATED AT 7 MAIDEN LANE, THROUGH EMINENT DOMAIN OR OTHERWISE, LOCATED IN THE TAX INCREMENT REDEVELOPMENT PROJECT AREA OF THE DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village of East Dundee (hereinafter referred to as the “Village Board”), finds as follows:

- A. The Village of East Dundee (hereinafter referred to as the “Village”) is a home rule municipality pursuant to Section 6 (a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the “TIF Act”).
- C. In accordance with the TIF Act, on June 16, 2008 the corporate authorities of the Village adopted Ordinance Numbers 08-34, 08-35, and 08-36, as amended on September 10, 2018 by Ordinance Number 18-28, approving a tax increment redevelopment plan and project (hereinafter referred to as the “TIF Plan”), designating a tax increment redevelopment project area (hereinafter referred to as the “Redevelopment Project Area”), and adopting tax increment financing relative to the Village’s Downtown Tax Increment Financing District (hereinafter referred to as the “Downtown TIF District”) for redevelopment and revitalization of a portion of the corporate limits of the Village.
- D. The Village Board has determined that the TIF Plan, which was the subject matter of a public hearing in accordance with the TIF Act, is in the best interests of the residents of the Village and constitutes a public purpose.
- E. The Village is authorized and empowered pursuant to the TIF Act to acquire by purchase, donation, lease or eminent domain, any property, real or personal, or rights of interest therein, within the Redevelopment Project Area.

SECTION 2: That under the authority vested in the Village Board, through the statutes of the State of Illinois and the ordinances of the Village, it is hereby determined that pursuant to the TIF Act it is necessary and desirable that the Village shall acquire title to and possession of the real property interests in certain real property commonly known as 7 Maiden Ln., East Dundee, Illinois, as legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Subject Property”), said Subject Property being located within the Redevelopment Project Area for the Downtown TIF District, and being necessary, required and needed to achieve the objectives of the TIF Plan for the Downtown TIF District.

SECTION 3: The Village finds that the acquisition of the Subject Property is necessary and desirable for redevelopment purposes under the authority vested in the Village Board by Article VII, Section 6 of the Constitution of the State of Illinois.

SECTION 4: That the Village Attorney, or such other persons as the Village Attorney may designate, are hereby authorized, empowered and directed to negotiate personally or through representatives for, and on behalf of, the Village, with the owner or owners of the fee simple interest in the Subject Property for the purchase and acquisition thereof by said Village.

SECTION 5: That in the event the Village Attorney, or the Village Attorney’s designee(s) are unable to agree with the owner or owners of said fee simple interest in the Subject Property as to the compensation therefor, then title to and possession of the fee simple interest in the Subject Property shall be acquired by the Village through eminent domain, and authorization is hereby given to institute proceedings in any court of competent jurisdiction to acquire title to and possession of the fee simple interest in the Subject Property for the Village in accordance with the TIF Act, the eminent domain laws of the State of Illinois and the ordinances of the Village.

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

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

**AYES:** \_\_\_\_\_

**NAYS:**\_\_\_\_\_

**ABSENT:**\_\_\_\_\_

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeff Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

## **EXHIBIT A**

PARCEL 1: LOTS 6, 7 AND 8 IN BLOCK 11 OF EAST DUNDEE (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY), IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 14 OF EAST DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 15 OF THE ORIGINAL PLAT OF EAST DUNDEE; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND EASTERLY LINE EXTENDED OF SAID BLOCK 15, 242 FEET 9 INCHES FOR THE POINT OF BEGINNING, THENCE NORTHERLY ALONG SAID EXTENDED EASTERLY LINE OF BLOCK 15, 68 FEET 9 INCHES TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE WEST ALONG SAID NORTH LINE TO THE EASTERLY BANK OF FOX RIVER; THENCE SOUTHERLY ALONG THE EASTERLY BANK TO A LINE DRAWN WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING (EXCEPTING THAT PART THEREOF CONVEYED BY FREDERICK WASHER TO THE VILLAGE OF EAST DUNDEE BY WARRANTY DEED RECORDED AUGUST 12, 1890, IN BOOK 290, PAGE 380 AS DOCUMENT 31524), IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 15 OF THE ORIGINAL PLAT OF EAST DUNDEE; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND THE EASTERLY LINE EXTENDED OF SAID BLOCK 15, 242 FEET 9 INCHES FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED OF RIVER STREET 522 FEET; THENCE NORTHERLY ALONG THE EASTERLY BANK OF THE FOX RIVER TO A LINE DRAWN WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE PLAT OF EAST DUNDEE (BEING ALSO THE SECTION LINE BETWEEN SECTIONS 23 AND 26, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN) 50

FEET EASTERLY FROM AND AT RIGHT ANGLES TO THE CENTER LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE EAST ALONG THE SOUTH LINE OF SAID PLAT, 4.65 CHAINS TO THE WEST LINE OF THE ROAD; THENCE SOUTH 10 DEGREES EAST LONG THE WEST LINE OF SAID ROAD 6.62 CHAINS TO THE MIDDLE OF SAID ROAD WHERE THE SAME ANGLES WESTERLY; THENCE WESTERLY ALONG THE MIDDLE OF SAID ROAD 4.45 CHAINS TO A POINT 50 FEET EASTERLY FROM AND AT RIGHT ANGLES TO THE PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF SAID RIGHT OF WAY 6.79 CHAINS TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PINs: 03-23-362-001, 03-26-107-001, 03-23-260-008, 03-26-106-001, 03-26-106-002  
Common Address: 7 Maiden Ln., East Dundee, Illinois

**REAL ESTATE APPRAISAL**

Of

7 Maiden Lane  
East Dundee, Illinois

As of

June 1, 2022

By

JAMES W. LEECH  
State Certified General Appraiser



## PART I - INTRODUCTION

Letter of Transmittal .....	4
Summary of Salient Facts.....	5
Limiting Conditions and Assumptions .....	6-12

## PART II - FACTUAL DATA

Identification of the Subject Property .....	14
Purpose of the Appraisal.....	15
Property Rights Appraised .....	15
Sales History/Taxes .....	16
Appraisal Development and Reporting Process .....	17
Intended Use (Function) of the Appraisal.....	17
Exposure and market time.....	18
Extraordinary Assumptions/Hypothetical Conditions.....	19
Scope .....	20
Neighborhood Data.....	21
Zoning.....	21
City Data.....	22
Site Data.....	23-24
Description of Improvements.....	25

## PART III - ANALYSIS AND CONCLUSION

Highest and Best Use .....	26-29
Valuation of the Property - The Appraisal Process.....	30
Market Approach.....	31-39
Reconciliation.....	40
Certification.....	41

## PART IV - ADDENDA

## PART I - INTRODUCTION

**LEECH-DENOMA APPRAISAL SERVICE**

July 15, 2022

Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois

RE: Appraisal of 7 Maiden Lane, East Dundee, Illinois

Per the request for an appraisal of the above property, legally described as set forth in the body of this appraisal, I transmit herewith an appraisal of that property.

This Appraisal Report is intended to comply with the reporting requirements set forth under the Uniform Standard of Professional Appraisal Practice. Additional supporting documentation concerning data, reasoning and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

This appraisal has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USAP), in accordance with Title X1 of the Federal Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989 and in accordance with the guideline set forth by the Comptroller of Currency's Standards 12 CFR, Part 34.

In my opinion, the fair market value of the subject property as is, as of June 1, 2022, is

**\$500,000**

Sincerely,

A handwritten signature in black ink, appearing to read "J W. Leech", written in a cursive style.

James W. Leech  
State Certified General Appraiser  
License #553.000263  
Expiration Date: September 30, 2023

1717 Lewis Avenue ♦ Zion, Illinois 60099 ♦ Phone: 847-872-4982 ♦ Fax: 847-872-2528

## SUMMARY OF SALIENT FACTS

LOCATON:	7 Maiden Lane East Dundee, Illinois
IMPROVEMENT:	Industrial complex
LOT SIZE:	6.4 Acres +/-
BUILDING SIZE:	158,000 SF +/-
ZONING:	M1- Limited Manufacturing
CENSUS TRACT NUMBER:	0022.00
HIGHEST AND BEST Use:	
As if vacant:	Residential
As improved:	multi-Use residential
AGE:	
VALUE INDICATORS:	
COST APPROACH:	Not Developed
MARKET APPROACH:	\$500,000
INCOME APPROACH:	Not Developed
FINAL ESTIMATE OF VALUE:	\$500,000
DATE OF VALUATION:	June 1, 2022

## **LIMITING CONDITIONS AND ASSUMPTIONS**

This appraisal is made subject to the following conditions and assumptions, and to any other specific conditions and assumptions set forth in this report.

### **1. LIMIT OF LIABILITY**

The liability of Leech & Denoma Appraisal firm and employees is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies, of any type, present in the property - physically, financially, and/or legally.

### **2. COPIES, PUBLICATIONS, DISTRIBUTION, AND USE OF REPORT**

Possession of this report, whether the original or a copy, does not carry with it the right of publication, nor may it be used for other than its intended purpose. It may not be used for any purpose by any person other than the client without the prior written consent and approval of the appraiser, and in any event, only with the properly written qualifications, and only in its entirety.

3. The By-laws and Regulations of the American Institute of Real Estate Appraisers of the National Association of Realtors require each member to control the use and distribution of each appraisal report signed by a member. The client may, however, distribute copies of this appraisal report in its entirety to such third parties as he/she may chose; selected portions of the appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report.

### **3. CONFIDENTIALITY**

This appraisal report must be considered and used only as a unit. No part is to be used without the whole report and the report becomes invalid if any part is separated from the whole. All conclusions and opinions set forth in the report were prepared by the appraiser whose signature appears on the appraisal report, unless otherwise indicated. No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall have no responsibility if any such unauthorized change is made.

#### 4. INFORMATION USED

No responsibility is assumed for accuracy of information furnished by work of or through the work by others, the client, his designees, or public records. The market data relied upon in this report has been confirmed with one or more parties familiar with the transaction, from affidavit, or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required to furnish unimpeachable verification in all instances, particularly as to engineers and market related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease or other significant commitment of funds for the subject property.

#### 5. TESTIMONY, CONSOLIDATION, AND COMPLETION OF CONTRACT FOR APPRAISAL SERVICE

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report, unless other arrangements have been made. The appraiser will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post-appraisal consultation with the client or third parties except under separate and special arrangement, and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the issuing party.

#### 6. EXHIBITS

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the appraisal. Site plans are not surveys unless shown from separate surveyor.

#### 7. LEGAL AND TITLE CONSIDERATIONS

No responsibility is assumed for legal matters in character or nature. No opinion is rendered in regard to the title, which is presumed to be good and marketable. The property is appraised as if free and clear (unless otherwise stated in particular parts of this report) of all debts, liens, mortgages, encumbrances, or leases of an adverse nature, unless so specified in the report. It is further assumed that all real estate taxes and special assessments have been paid in full.

Responsible ownership and competent management are assumed. The legal descriptions utilized throughout this report are assumed to be correct as furnished by the client, his designee, or as derived by the appraiser.

## 8. ENGINEERING, STRUCTURAL AND MECHANICAL CONSIDERATIONS

No responsibility is assumed for matters of any architectural, structural, mechanical or engineering nature. No advice is given regarding the mechanical equipment or structural integrity or its adequacy. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractors, civil or structural engineers, architects, or other experts.

The appraiser has inspected as far as possible, by observation, the improvements. However, it is not possible to personally observe hidden structural components. I have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss in value. All mechanical components are assumed to be in operable condition, and status standard of properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by the appraiser as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject's age and type.

## 9. SOIL AND SUBSOIL CONSIDERATIONS

No advice is given regarding soils and potential for settlement, drainage, and related matters. The appraiser has inspected as far as possible, by observation, the site. It is not possible to personally observe conditions beneath the soil. The value estimate considers there being no soil or subsoil conditions that would cause a loss of value. Except as noted in the appraisal, the land or the soil in the area being appraised appears firm. The appraiser does not warrant against this condition, or occurrence of problems arising from soil conditions. The appraisal is based on the assumption that there are no hidden, unapparent or apparent conditions of the soil or subsoil, except as noted that would render it more or less valuable.

## 10. LEGALITY OF USE

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local governmental regulations and laws unless otherwise stated in the appraisal report. Further, it is assumed that all applicable zoning, building, use regulations, and restrictions of all types have been complied with unless otherwise stated in the appraisal report.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

## 11. COMPONENT VALUE

The distribution of the total valuation in this report between any of the components of the property, particularly between land and improvements, applies only under the reported highest and best use of this property, or under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

## 12. AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services, or in the report.

## 13. DOLLARS VALUE AND PURCHASING POWER

The market values estimated, and the cost used, is as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the U. S. dollar as of the date of the value estimate.

## 14. INCLUSIONS

Furnishing and equipment or personal property or business operations, except as specifically indicated and typically considered, are not a part of real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

## 15. PROPOSED IMPROVEMENTS

On all appraisals subject to satisfactory completions, repairs or alterations, all appraisals subject to or under construction, or all appraisals subject to rehabilitation, modernization, or remodeling, the appraisal report and valuation conclusions assume and are contingent upon completion of the improvements within a reasonable period of time, using quality workmanship and materials, and further assumes substantial compliance with the plans and specifications provided to the appraisers. In all such cases above, the appraisal is subject to change upon inspection of the property after construction is completed. The date of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

## 16. FEE

The fee for this appraisal or study is for the services rendered and not for the time spent on the physical report or the physical report itself.

## 17. INSULATING AND TOXIC MATERIALS

In this appraisal assignment, unless otherwise stated in the report, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the appraiser. The appraiser does not have any knowledge of the existence of such materials on or about the property. The appraiser is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation or other potentially hazardous waste material may have an effect on the value of the property.

## 18. CHANGES AND MODIFICATIONS

The appraiser reserves the right to alter statements, analysis, conclusions, or any value estimates in the appraisal if facts pertinent to the appraisal process which were unknown when the report was prepared become known.

19. Acceptance and/or use of the appraisal report by the client or any third party constitutes acceptance of the above limiting conditions. Appraiser liability extends only to the stated client, not subsequent parties or users.

## 20. ENVIRONMENTAL DISCLAIMER

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquires about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert might reveal the existence of hazardous materials and environmental conditions on or around the property that might negatively affect its value.

## 21. THE AMERICANS WITH DISABILITIES

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

## 22. LEECH & DENOMA INC. APPRAISAL PRIVACY POLICY

Leech & Denoma Inc., like all providers of financial services, is now required by law to inform their clients of their policies regarding privacy of client information.

Licensed/Certified Appraisers have been and continue to be bound by the Uniform Standards of Professional Appraisal Practice, (USPAP) and Ethics Rules which consist of conduct, management, confidentiality, and record keeping sections. These rules and standards are more stringent than those required by law. Therefore, Leech & Denoma, Inc. has always been diligent about protecting information deemed to be private or confident in nature.

## 23. TYPES OF NONPUBLIC PERSONAL INFORMATION COLLECTED

Personal information about you and your property is collected during the course of developing the appraisal process. This is generally accomplished with your prior knowledge and approval. Nonpublic information is provided to our agency by you or obtained by us with your authorization. The purpose of the appraisal process is normally to develop a specific value opinion for a client. The specific value opinion is a part of the requirement for the successful completion of a particular real estate financial transaction.

## 24. PARTIES TO WHOM WE DISCLOSE INFORMATION

For current and former clients, this agency does not disclose any nonpublic personal information obtained during the course of developing a property's specific value opinion except as required by law or at the direction of the client to assist in the completion of the particular financial transaction. Such nonpublic information may be disclosed to the client and any identified users of the specific appraisal, review or consultant reporting process. A fiduciary agreement is automatically in effect between our agency and the identified client and intended users per Ethics Rules and the USPAP. In all such situations, it is specifically stated that all confidential information, analyses, conclusions, survey results, adjustments and opinions be safeguarded by the appraiser.

## 25. RECORD KEEPING REQUIREMENTS

Our agency retains records relating to the professional services that we provide so that we are better able to assist you with your professional needs and to comply with the requirements of the Ethics Rules contained within the USPAP. In order to secure your nonpublic personal information, our agency maintains physical, electronic and procedural safeguards that comply with our professional standards.

Please call if you have any questions. Your privacy, our professional ethics and the ability to provide you with a quality product or service are very important to us.

## PART II - FACTUAL DATA

## **IDENTIFICATION OF THE SUBJECT PROPERTY**

The property to be appraised in this narrative report is the former Haeger Potteries manufacturing facility that is located just south of Main Street (Route 72) and adjoining the Fox River in the downtown area of East Dundee, Illinois.

The property as a whole has approximately 6.4 acres and is comprised of five contiguous parcels. This data is based upon information provided by the East Dundee Illinois Building Department as well as data from the Dundee Township Assessor.

The subject property has a common street address of 7 Maiden Lane, East Dundee, Illinois.

No survey of the whole was available as well as no formal legal description. The property appraised in this report are the five parcels described as follows:

03-23-362-001

03-26-107-001

03-23-360-008

03-26-106-001

03-26-106-002

The reader is referred to the plat of the subject property included in the addenda of this report.

## **PURPOSE OF THE APPRAISAL**

The purpose of the appraisal is to determine the fair market value of the subject property as of June 1, 2022. Fair market value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) Buyer and seller are typically motivated; 2) Both parties are well informed or well advised, and acting in what they consider their own best interests; 3) A reasonable time is allowed for exposure in the open market; 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Code of Federal Regulations, Title 12-Banks and Banking; Chapter 1 - - Comptroller Of The Currency, Department Of The Treasury; Part 34 - - Real Estate Lending And Appraisals - - Subpart C – Appraisals Sec. 34.42 Definitions; Revised as of January 1, 2000.

## **PROPERTY RIGHTS APPRAISED**

The fee simple interest of the subject property subject has been appraised.

Property rights are the “Bundle of Rights Theory:” wherein ownership of real estate may embrace a great many rights, such as the right to occupancy and use, the right to sell in whole or in part, the right of bequeath, the right to transfer, by contract, for specified periods of time, the benefits to be derived of occupancy and uses of the real estate. These rights of occupancy and use are called beneficial interest. Collectively, Property Rights are a bundle of rights, which designate fee simple.

## **SALES HISTORY**

There has been no sale involving the subject property over the past three years.

The subject property was purchased by the current owner for a reported sales price of \$800,000 as of December 5, 2016.

It was listed for sale under MLS number 10572361 on November 10, 2019, for an asking price of \$995,000. This listing was cancelled on May 18, 2022, and the property is not current listed. This property was on the market for almost 2 ½ years with no sale.

## **TAXES AND ASSESSMENTS**

Permanent Real Estate Index No:	03-23-362-001
	03-26-107-001
	03-23-360-008
	03-26-106-001
	03-26-106-002

2022 Assessed Market Value:	\$372,255
-----------------------------	-----------

2021 Real Estate Taxes:	\$30,643.72
-------------------------	-------------

## **APPRAISAL DEVELOPMENT AND REPORTING PROCESS:**

In preparing this appraisal, the appraiser

Inspected the subject site and the exterior of the improvements as well as the surrounding area.

Reviewed current zoning and the comprehensive land plan for this area

Gathered information on comparable sales

Confirmed and analyzed the data and applied the Market Approach.

This Appraisal Report is a recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

EFFECTIVE DATE OF VALUE: June 1, 2022

DATE OF INSPECTION: June 1, 2022

DATE OF REPORT: July 15, 2022

## **INTENDED USE (FUNCTION) OF THE APPRAISAL**

The function of this appraisal is to estimate the fair market value to aid the client for evaluation purposes,

The client and intended user is identified as the Village of East Dundee.

### **EXPOSURE TIME**

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value of the effective date of the appraisal. It is a retrospective opinion based on an analysis of sales of similar vacant land properties in the East Dundee and general Kane County market over the past few years.

Given the character and type of the subject property, the location in the East Dundee market, the data reviewed indicates a 12.-month exposure time for this type of property. The appraiser has reviewed data from the COMPS program as well as from the MLS on the Dundee township market.

### **MARKETING TIME**

Marketing time is the opinion of the amount of time it might take to sell a real property interest at the concluded market value level during the period immediately after the effective date of value. Based on all the data available and my experience with the subject's marketing area, my opinion of marketing time for the subject property is 360 days if the property is priced accordingly.

The same market data was reviewed to formulate this opinion of marketing time for the subject property

## **EXTRAORDINARY ASSUMPTIONS**

As defined by USPAP (2018-2019 Edition), an extraordinary assumption is “an assignment specific assumption as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser’s opinions or conclusions”.

According to USPAP Standard 1-2(f) an extraordinary assumption may be used in an assignment only if:

1. It is required to properly develop credible opinions and conclusions
2. The appraiser has a reasonable basis for the extraordinary assumption
3. Use of the extraordinary assumption results in a credible analysis
4. The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions

This appraisal is of the subject property as is based on my inspection and public records. As will be explained in the report, the property is presently improved with an industrial complex and under the highest and best use analysis the most valuable use in my opinion will be re-development of the site with the improvements offering no value. A major consideration on the market value of the subject property is the cost of demolition of the improvements in order to have a vacant site to be re-developed. As explained in the report my cost of demolition is based on cost guides and talks with contractors but it is just an estimate and not a definitive cost which will take a detailed contractors evaluation.

## **HYPOTHETICAL CONDITIONS**

As defined by USPAP (2018-2019 Edition), a hypothetical assumption is “a condition directly related to a specific assignment which is contrary to what is known by the appraiser to exist on the effective date of the assignment but is used for the purpose of analysis. This condition is contrary to known facts about the property or conditions external to the property.

According to USPAP Standard 1-2(g), a hypothetical condition may be used in an assignment only if:

1. Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis or for purposes of comparison
2. Use of the hypothetical condition results in a credible analysis
3. The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions

No hypothetical condition is employed in this appraisal.

## **SCOPE OF THE APPRAISAL**

The scope of the appraisal included, but was not limited to the following:

1. Identify and describe the real estate being appraised including the address and legal description of the property.
2. State the real property interest being appraised.
3. State the purpose and intended use of the appraisal
4. Define the value to be estimated
5. State the effective date of the appraisal and date of report.
6. A physical inspection of the site was performed. Although due diligence was exercised while at the subject, the appraiser is not an expert in matters such as pest control, structural engineering, hazardous waste and so on and no warranty is given to these elements. As needed, inspections by various professionals within these fields might be recommended with the final opinion of value subject to their findings
7. State the extent of the process of collecting, confirming and reporting data. For the sales approach, available comparable sales will be analyzed. For the cost approach a site value will be determined using comparable sales and cost data will be analyzed as well as depreciation. For the income approach rental data will be scrutinized to estimate gross income potential of the property.
8. State all assumptions and limiting conditions that affect the analysis, opinions, and conclusions.
9. Describe the information considered, the appraisal procedures followed and the reasoning that supports the analysis, opinions, and conclusions.
10. Develop and describe the appraiser's opinion of the highest and best use of the real estate
11. The appraisal was then completed in accordance with the Uniform Standards of Professional Appraisal Practice (USAP). The appraiser will employ all those recognized methods and techniques that are necessary to produce a credible appraisal.

## **NEIGHBORHOOD DATA**

The subject property is located just south of the main downtown business district of East Dundee and just east of the Fox River. This area is located just south of Main Street (Route 72) with Route 25 a short distance to the east.

The subject has street frontage on Maiden Lane, South River Street, Van Buren Street along its eastern border and Williams Place at its southern border. It is a mixed-use area with older single-family homes in the neighborhood along with smaller business service uses. The subject property is the former Haeger Potteries industrial complex which is now vacant and occupies almost 5 acres of property in the heart of this area.

In the addenda of this report is a copy of an area map which depicts the location of the subject property as well as surrounding uses.

## **ZONING**

The subject property is located within the corporate limits of the Village of East Dundee and falls under their zoning codes and ordinances.

The subject property is zoned M1 which is the Limited Manufacturing District. The primary purpose and characteristics of the M1 zone are intended to accommodate a variety of warehouse and light manufacturing facilities.

The subject property has been used as a manufacturing plant at this location for over one hundred years, but this facility has been vacant since 2016.

Applicable zoning data is included in the addenda of this appraisal report.

## **CITY DATA**

### **East Dundee**

The Village of East Dundee is located in Kane County, Illinois and was incorporated in 1871. It has a total of approximately 3 square miles and borders the Fox River in Dundee Township.

Per the 2010 census the population is 2955 persons. The median household income was \$61,219.

A historic district along the Fox River and stores on Main Street constitute the downtown commercial district of East Dundee and a former railroad bed is now the Fox River Trail which follows the east side of Fox River through town.

The Village is well located near major highways including I-90. Nearby communities include Elgin, the Barrington area, Carpentersville with Rockford approximately 40 miles west. O'Hare field is 25 miles east of the subject off I-90.

There is a municipal police force for this community as well as the East Dundee fire department which services the Village. School services are provided by adjoining communities.

East Dundee is a strong bedroom community with good market appeal and values for single family homes along with apartments and businesses. Per the MLS the median home value is currently \$350,000 with home values ranging upwards to \$550,000.

## **AREA OF THE WHOLE**

The subject site is a valuable corner site that is approximately 6.4 acres in size per public records with no survey of the whole available.

The site is comprised of the large 4.4-acre parcel which is bordered by Maiden Lane on the north, Van Buren Street on the east, Williams Place on the south and River Street on the west. This parcel is improved with the older manufacturing plant. This is parcel 03-23-362-001 and 03-26-107-001.

ON the north side of Maiden Lane are parcels 03-23-360-010 which combine as a rectangular parcel that had been a parking lot and is comprise of .5 acres of land.

The third piece are parcels 03-26-106-001 and 002 which borders the Fox River on its eastern side and fronts on River Street and is a total of 1.5 acres per public records.

The reader is referred to the addenda of this report for a copy of the tax map and plat from the County for this parcel of land which shows the shape and dimensions of this site.

## **WETLANDS**

No known wetlands on the subject site.

## **TOPOGRAPHY AND DRAINAGE**

The subject site as a whole and the parcel being appraised has a basically level to sloping topography which is on grade with the four streets that border the site. Any new development would require on-site retention and other engineering requirements.

## **FLOOD PLAIN**

The portion of the subject site that borders the Fox River along its western border is observed to be in the flood plain FEMA map number 17089C0157H dated August 3, 2009. Almost all of the site is in a non-flood zone X.

A copy of this flood plain map is included in the addenda of this report.

## **UTILITIES**

All utilities including sanitary sewer and city water are immediately available to the site and they are on the site as used by the former manufacturing plant. They are at the lot lines of the site and this enhances development potential.

## **ROADS AND ACCESS**

The subject site as a whole has excellent street frontage and access. It is just south of main street (Route 72) and is bordered by Maiden Lane on the north, Van Buren Street on the east, Water Street on the west and Williams Place on the south. This location and access enhance the development potential of the site.

---

## **BUILDINGS AND IMPROVEMENTS**

The subject parcel of real estate is improved with an older sprawling manufacturing facility that is known as Haeger Potteries. This plant is over one hundred years of age and it expanded over the years.

Per the Dundee Township Assessor this complex total is 158,151 square feet of office, manufacturing and warehouse space. This plant is on the main middle parcel with the north .4 acres on the north side of Maiden Lane being paved parking and the 1.5-acre piece along the lake having a storage building.

As brought out earlier in this report, this facility has been closed for over six years and the improvements have outlasted their economic life in my opinion. As will be discussed in the Highest and Best Use section of this report, it is my opinion that the site should be re-developed, and these improvements are actually detrimental to the overall value of the property as of the current date. A new user will need to demolish the structures and have to deal with any soil issues. This will be a substantial undertaking and this factor has a significant impact on the value of the site as is.

In the addenda of this report are photographs of the buildings now on the site.

## HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

By identifying and interpreting the market forces that affect a specific property in a local and regional context, the appraiser determines the property's highest and best use. Highest and best use is a fundamental concept in real estate appraisals because it focuses market analysis on the subject property and allows the appraiser to consider the property's optimum use in light of market conditions on a specific date.

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put its highest and best use and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable alternative uses the use that yields the highest present land value, after payments are made for labor, capital, and coordination is generally regarded as the highest and best use of the land as though vacant. In other words, the highest and best use of land as though vacant is the use that brings the highest return to the land after the three other agents of production have been compensated.

To determine the highest and best use of the land as though vacant, the appraiser assumes that the parcel of land in question has no improvements. Even a site with a larger building on it can be made vacant by demolishing the building. The question to be answered is: if the land were vacant, what improvements would create the most value?

## **HIGHEST AND BEST USE (continued)**

The second determination refers to the optimum use that could be made of the property and all existing structures. Analysis of the highest and best use of a property as improved implies that the existing improvements should be renovated or retained as is, so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

(The above is the definition of, Highest and Best use was published in the Appraisal of Real Estate, Tenth Addition, published 1992 by the Appraisal Institute).

## **AS VACANT**

### **LEGAL PERMISSIBILITY**

The highest and best use of the land as though vacant is determined by four criteria. The first criteria is legal permissibility. The subject is currently zoned as M1 in East Dundee which permits a variety of industrial type uses. Examination of the immediate area reveals that the surrounding properties consist of a mixture of residential, commercial and industrial uses and is near Main Street which is commercial in character. The M1 zoning does allow an industrial use however there is a reasonable and probable opportunity to rezone this property to an alternative use for re-development.

### **PHYSICAL POSSIBILITY**

The second criteria is physical possibility. The size, shape, area and topography of site affect how and with what use a parcel can be developed. The subject site is approximately 6.4 acres in size. It is one of the larger sites in the immediate area and it does have city sewer and water to the site as well as all other utilities. No soil or subsoil conditions are known to the appraiser that would prevent the parcel from being developed. Therefore, it is the appraiser's opinion that the physical characteristics of the parcel are capable of handling potential new development.

## **HIGHEST AND BEST USE – continued**

### **FINANCIAL FEASIBILITY**

The third criteria of highest and best use as though vacant is financial feasibility. After determining which uses are legally permissible and physically possible, the appraiser evaluates which uses would generate sufficient demand by market participants to create value. A feasible use will produce a positive net return to the owner of the site. The subject parcel is located near the downtown business district of East Dundee in a mixed-use residential and commercial area. The Fox River is just to the west. The site is currently zoned for industrial use however in my opinion it has greater potential for a mixed-use residential development in this location. There is demand for this use in this area of East Dundee.

### **MAXIMUM PRODUCTIVITY**

The fourth criteria is maximum productivity. The first three criteria indicate that the highest and best use of the subject parcel if though vacant is for some type of future residential development. The use that generates the most productivity will be the specific use of the subject site. Based on the analysis of the market area, there is potential for a mixed residential use or for senior housing in my opinion. All of these factors lead to the conclusion that the highest and best use of the subject parcel as though vacant would be for residential development based on a reasonable chance for re-zoning to this type of use.

## **HIGHEST AND BEST USE - AS IMPROVED**

Regarding the highest and best use as improved, the same four criteria apply. The first criteria of highest and best use is legal permissibility. The subject property zoned M1 in East Dundee which allows for industrial development. However as was discussed earlier in this section, there is stronger demand for residential use in this location and this would be a viable alternative use for the site but would require re-zoning by the Village of East Dundee.

The second criteria is physical possibility and the subject site meets this criteria given the topography, street frontage and having all utilities. These attributes contribute to the physical possibility of developing the subject site as discussed.

The third criteria of highest and best use is financial feasibility. The proposed use of a property must generate adequate revenue to justify the costs plus a profit. The question becomes the maximally productive use of the site. Based on this theory the use of the subject site with a mixed-use residential property meets the definition of financial feasibility.

The fourth items is maximum productivity which means the highest net return to the owner of the site. The subject is presently improved with an old factor which has not been in use for over six years, and it is my opinion that considering all the economic options this property has, the most profitable use would be the re-development of the site for a mixed-use residential project.

Therefore, in my opinion the highest and best use of the subject property is its development as a mixed-use residential site.

## **VALUATION OF THE PROPERTY - THE APPRAISAL PROCESS**

An orderly set of steps were followed during the appraisal of the subject property which resulted in a final value conclusion.

There are three classic approaches that are normally used in the appraisal process. These approaches are the cost approach, the market approach and the income approach.

The basic premise of the cost approach embodies the concept of reconstruction cost, minus depreciation, plus the value of the land and other improvements. Depreciation includes physical, functional and economic obsolescence.

The market approach compares the subject property with other similar properties offering similar amenities of ownership. Adjustments are made for differences in time, size, location and relevant quantifiable characteristics.

The income approach relies on the capitalization of net income into value. Net income is derived by subtracting from gross income relevant expenses such as taxes, insurance and operating costs associated with the real estate. Capitalization ranges are extracted from the market, when possible, built up from existing mortgage - equity information.

The three approaches are usually interrelated and are considered valuable tools since each approach views the property somewhat differently. The application of the three approaches is considered ideal. Unfortunately, some properties do not lend themselves to application of the three approaches due to insufficient quantifiable data for application of a particular approach. When one of the approaches is excluded, an explanation is usually given in the final reconciliation section of the report. As the subject is vacant land a Cost Approach and Income Approach are seen to be not applicable and they are therefore not developed.

Reconciliation of the three approaches to value encompasses an analysis of each approach and its relevance to the property being appraised. Each approach is then weighed and considered in the final analysis to arrive at a market value estimate for the property being appraised.

## **ESTIMATE OF VALUE BY THE MARKET APPROACH**

The market approach is a method of estimating the Fair Market Value of a property by comparison of actual sales of properties similar to the property under appraisal. This approach reflects the Fair Market Value of property based upon the action of typical buyers and sellers in the market and exemplifies the principle of substitution.

The principle of substitution states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution. This principle assumes rational, prudent market behavior with no undue cost of delay. According to the principle, a buyer would not pay more for one property than for another that was equally desirable.

Property values tend to be set by the cost of acquiring an equally desirable substitute property. The principle of substitution allows for the fact that buyers and sellers of real property have other options, that other properties are available for similar uses. The substitution of one property for another may be in terms of use, structural design, or earnings. The cost of acquisition may be the cost of acquiring a similar site and constructing a building of equivalent utility, assuming no undue cost of delay (the basis of the cost approach), or it may be the price of acquiring an existing property of equal utility, again assuming no undue cost of delay (the basis of the sales comparison approach).

In this valuation process land value estimation may be accomplished by applying six different techniques. The most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, other procedures may be used to value land. Six procedures can be used to obtain land value indications.

1. Sales Comparison - Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.
2. Allocation - Sales of improved properties are analyzed and the prices paid are allocated between the land and the improvements. Allocation can be used in two ways: to establish a typical ratio of land value to total value, which may be applicable to the property being appraised, or to isolate the value contribution of either the land or the building from the sale for use in comparison analysis.

## **MARKET APPROACH – continued**

3. Subdivision Development - The total value of undeveloped land is estimated as if the land were subdivided, developed, and sold. Development costs, incentive costs, and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the estimated period required for market absorption of the developed sites.

4. Extraction - Land value is estimated by subtracting the estimated value of the improvements from the known sale price of the property. This procedure is frequently used when the value of the improvements is relatively low or easily estimated.

5. Land Residual Technique - The land is assumed to be improved to its highest and best use. All expenses of operation and the return attributable to the other agents of production are deducted and the net income imputed to the land is capitalized to derive an estimate of land value. An alternative land residual technique is applied by valuing the land and improvements and deducting the cost of the improvements and any entrepreneurial profit. The remainder is the residual land value.

6. Ground Rent Capitalization - This procedure is used when land rents and capitalization rates are readily available such as in well developed areas. Net ground rent, the net amount paid for the right to use and occupy the land, is estimated and divided by a land capitalization rate. Either actual or estimated rents can be capitalized using rates that can be supported in the market. This procedure may be seen as an extension of direct sales comparison but, where applicable, it provides a specific unit of comparison.

This analysis will utilize the sales comparison approach by presenting and analyzing similar properties in this marketing area in comparison to the subject. A final value per square foot will be developed in this approach and applied to the subject property. These sales are presented on the following pages.

## MARKET APPROACH – continued

LAND SALE #1	Sweetflag Circle Elgin, IL
Date of Sale	April 2022
Lot Size	6.5 acres
Utilities	Available
Zoning	Residential
Sale Price	\$2,198,000
Price per SF	\$7.76
Pin Number	06-18-151-002
Comments	Similar size parcel developed as single-family lots
LAND SALE #2:	Route 31 & Angle Tran Road Dundee, IL
Date of Sale	April 2020
Lot Size	9 acres
Utilities	All available
Zoning	Q1
Sale Price	\$3,780,000
Price per SF	\$9.64
Pin Number	03-27-300-029
Comments	Corner parcel approved for senior living complex

## MARKET APPROACH – continued

LAND SALE #3	4513 Western Avenue Lisle, IL
Date of Sale	May 2022
Lot Size	6.58 Acres
Utilities	Available
Zoning	B1
Sale Price	\$1,312,500
Price per SF	\$4.58
Pin Number	08-04-405-027
Comments	Similar size parcel with parking garage sold for re-development
LAND SALE #4	Prairie Lake Road East Dundee, IL
Date of Sale	September 2020
Lot Size	4.57 Acres
Utilities	All available
Zoning	M1
Sale Price	\$848,000
Price per SF	\$4.26
Pin Number	03-13-475-001
Comments	Industrial zoned parcel in East Dundee

## MARKET APPROACH – continued

LAND SALE #5	Big Timber Road Elgin, IL
Date of Sale	December 2021
Lot Size	12.91 Acres
Utilities	Available
Zoning	Industrial
Sale Price	\$3,361,058
Price per SF	\$5.98
Pin Number	
Comments	Larger parcel zoned industrial
LAND SALE #6	E. Main Street St. Charles, IL
Date of Sale	October 2020
Lot Size	14 acres
Utilities	All available
Zoning	C1
Sale Price	\$3,722,500
Price per SF	\$6.10
Pin Number	01-30-300-015/016/017 01-30-300-050
Comments	For commercial development

## MARKET APPROACH – continued

LAND SALE #7	Miles Parkway Batavia, IL
Date of Sale	January 2022
Lot Size	9.18 Acres
Utilities	Available
Zoning	Industrial
Sale Price	\$2,500,000
Price per SF	\$6.25
Pin Number	06-25-400-045
Comments	Industrial zoned parcel
LAND SALE #8	Knollwood Drive Bloomington, IL
Date of Sale	November 2019
Lot Size	5.29 Acres
Utilities	All available
Zoning	C1
Sale Price	\$1,750,000
Price per SF	\$7.59
Pin Number	02-20-206-037
Comments	For multi-family development

## MARKET APPROACH – continued

The 8 sales presented in this report have produced the following values:

<b><u>Sale</u></b>	<b><u>Lot Size</u></b>	<b><u>Sale Price</u></b>	<b><u>Price/SF</u></b>
1.	6.50 Acres	\$2,198,000	\$7.76
2.	9.0 Acres	\$3,780,000	\$9.64
3.	6.58 Acres	\$1,312,500	\$4.60
4.	4.57 Acres	\$ 848,000	\$4.26
5.	12.91 Acres	\$3,361.058	\$5.98
6.	14.0 Acres	\$3,722,500	\$6.10
7.	9.18 Acres	\$2,500,000	\$6.25
8.	5.29 Acres	\$1,750,000	\$7.59

The appraiser has adjusted these comps in comparison to the subject site as to time of sale, location, zoning, utilities and so on.

On the following page these adjustments will be summarized and discussed.

## MARKET APPROACH - continued

### Summary of Adjustments

Sale	Price Per SF.	Market conditions	Time of Sale	Location	Zoning	Utilities	Size/ Shape	Flood/ Wetlands	Total	Adj Value Per SF
1	\$7.76						-25%		-25%	\$5.82
2	\$9.64			-25%	-15%				-40%	\$5.78
3	\$4.58								0%	\$4.58
4	\$4.26			+15%					+15%	\$4.90
5	\$5.98			-15%	-15%				-30%	\$4.19
6	\$6.10			-15%	-15%				-30%	\$4.27
7	\$6.25								0%	\$6.25
8	\$7.59			-15%	-15%				-30%	\$5.31

After all the appropriate adjustments are made, the indicated range of value per square foot for the subject property by this approach is from \$4.19 to \$6.25 per square foot. The subject has potential for development, but the developer will have the risk of rezoning as well as the demolition process.

After all the data presented is reviewed and correlated, in my opinion the fair market value for the subject property as vacant, as of the current date of appraisal is \$5 per square foot.

This develops the following calculation of value for the property as a whole:

278,784 SF times \$5 per square foot equals \$1,393,920 say \$1,400,000 as the value of the subject property as vacant as of the current date of value.

## MARKET APPROACH – continued

The above findings and valuation produce a value of the subject 6.4-acre site as vacant. However as detailed earlier in this report, the subject property is improved with an older 158,151 square foot vacant factory complex.

It has been determined that this building, which has been vacant for over 6 years or longer and is in need of extensive renovation no longer contributes value to the subject property as a whole.

Under the highest and best use analysis it was determined that the property should be redeveloped and thus the improvements would have to be demolished.

Under appraising principles, this cost of demolition needs to be deducted from the value of the site as vacant to determine a fair market value of the subject property “as is” as of the date appraised.

The appraiser has done other appraisals where this type of property has been demolished. He is aware of the cost of demolition of this type of commercial property. In addition in preparing this report I have talked with this type of demolition contractor to determine the cost of demolishing and removing this type of improvement as of the current date.

Based on this research, it is my conclusion that the cost of demolition of this type of building would be approximately \$900,000. This demolition figure is based on my research but a purchaser of the site should obtain an in-depth cost analysis of the demolition as this will be a significant cost based on the size and age of the improvements. Assuming the demolition cost of \$900,000 the value of the site as is would be calculated as follows:

Value of site as vacant:	\$1,400,000
Deduct cost of demolition	\$ 900,000
Current fair market value of the property as is	\$ 500,000

## RECONCILIATION

Reconciliation is defined as “the last phase of any valuation assignment in which two or more value indications derived from the market data are resolved into a final value estimate”. This definition is proved by The Dictionary of Real Estate Appraisal, Third Edition, published by the Appraisal Institute.

The Market Approach was employed to estimate the fair market value of the subject property as is or the reasons discussed in this report. It produced the following results:

Cost Approach	Not Developed
Market Approach	\$500,000
Income Approach	Not Developed

In the Highest and Best Use Analysis section of this report, it was concluded that the highest and best use of the existing improvements is for potential mixed-use development. Thus, this appraisal is based upon the conclusions outlined in the Highest and Best Use Analysis.

The Market Approach utilizes investor’s strategies and attitudes, which are reflected in the documented market transactions. This approach employs a number of value indicators, both physical and economic. The comparable sales utilized in this approach were similar properties in the same general market of the subject property. Thus, all of the comparable utilized were considered to be a good value indicator for the subject property on a per square foot basis. They provide a good insight into the actions of buyers and sellers in this market.

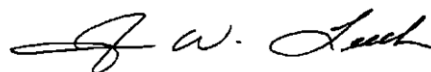
Therefore, based on all available items, it is the opinion of this appraiser that the fair market value of the subject property as is, as of June 1, 2022, is

**\$500,000**

## CERTIFICATION

I certify to the best of my knowledge and belief the following:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions
3. I have made a personal inspection of the property that is the subject of this report that is described herein.
4. I have not performed an appraisal of the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement to make this appraisal was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. Based upon all the information contained in this report and the judgment of this appraiser, it is my opinion that the fair market value of the subject property as of June 1, 2022 is \$500,000.



-----  
James W. Leech, Appraiser

## **PART IV - ADDENDA**

## **QUALIFICATIONS OF THE APPRAISER**

**JAMES W LEECH**

### **STATE CERTIFIED GENERAL APPRAISER**

**Illinois  
Wisconsin**

### **EXPERIENCE**

Appraisal practice began in 1973

Approved as a fee appraiser for financial institutions including:

Consumers Credit Union – First Midwest Bank, State Bank of the Lakes –Libertyville Bank & Trust Co –Home State Bank – Northshore Trust and Savings, Wintrust Banks, Bank Financial, McHenry Savings Bank and others.

Approved for third party transfer companies

FNMA approved appraiser, licensed Illinois Real Estate Broker, approved appraiser for Lake County Forest Preserve District and Illinois Department of Conservation including condemnation and courtroom experience with these public bodies.

### **PROFESSIONAL MEMBERSHIP**

Member of the Lake County Board of Realtors, National Association of Realtors, and Illinois Association of Realtors.

State Certified General Appraiser in Illinois:	License #553.000263
State Certified General Appraiser in Wisconsin:	#417-010
HUD/FHA Designated Appraiser:	#7326

## PROFESSIONAL EDUCATION

Attended and successfully completed written examinations of the following American Institute of Real Estate Appraiser courses:

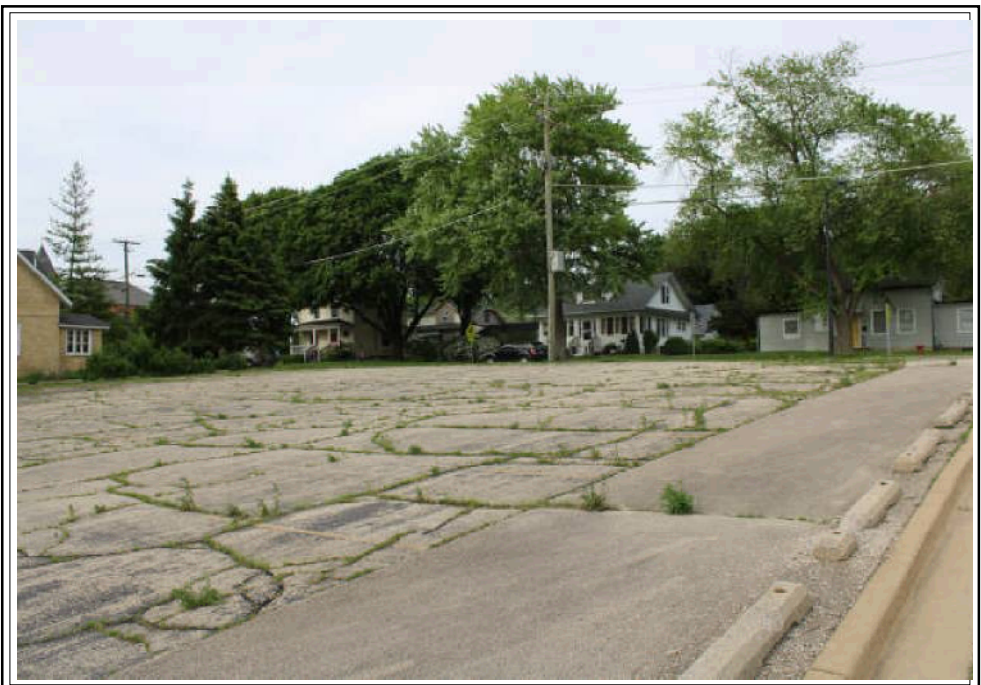
Course I-A (Basic Appraisal Principles, Methods and Techniques) Chicago, 1974  
Course I-B (Capitalization Theory and Techniques) Chicago, 1974  
Course II (Urban Properties) Chicago, 1975  
Course VIII (Single Family Residential Appraisal) Chicago, 1975  
Appraisal Standards of Practices and Ethics, Chicago, 1991  
Limited Appraisal Reporting Options, Chicago, 1994  
Internal Rate of Return Analysis, Chicago, 1997  
The Internet & Appraising, Westmont, 1997  
Appraisers & Fair Lending, Chicago, 1999  
USPAP Seminar, Rockford, 1999  
Partial Interior's, Deerfield, 2001  
FHA and Electronic Transmissions, Elmhurst, 2001  
URAR, Westmont, 2001  
Narrative Writing, Deerfield, 2001  
FHA Observation and Reporting, Northbrook 2002  
Appraisal Inspection and Valuation, September 2003  
National USPAP 2005 Update, Appraisal Academy, January 2005  
Home Inspections; Common Defects in Home, NAIFA, February 2005  
Scope of Work, NAIFA, February 2005  
Professionals Guide to URAR, Willowbrook, June 2005  
FHA Appraising Today, McKissock, August 2005  
FHA & The New Residential Appraisal Forms Appraisal Institute, February 2006  
National USPAP 2006 Update NAIFA, October 2006  
Secondary Market Appraising, August 2007  
2-4 Family Finesse, Zion, McKissock, August 2007  
Appraising for the Secondary Market, McKissock, Zion, August 2007  
National USPAP Update 2008-2009  
Appraisal Challenges, March 2009  
Land & Site Valuation, August 2009  
Appraisal Trends, August 2009  
Appraising Apartments, The Basics, April 2011  
National USPAP Update 2010-2011, August 2011  
UAD, August 2011  
Appraising & Analyzing Industrial & Flex Buildings for Mortgage Underwriting, September 2011  
The Evolution of Finance & The Mortgage Market, September 2011  
USPAP Update 2012-13  
2-4 Family Finesse  
USPAP 2014-2015  
USPAP 2016-2017  
USPAP 2018-2019  
USPAP 2020-2021  
USPAP 2022-2023



Looking southwest at plant



Front view looking south



North parcel



Parking lot



East on Maiden Lane



View from River Street



North on River Street



South on River Street



West side of the factory



Looking southeast at subject



View of factory



View of factory



South end of building



north on VanBuren



Looking northwest



Front view from Van Buren



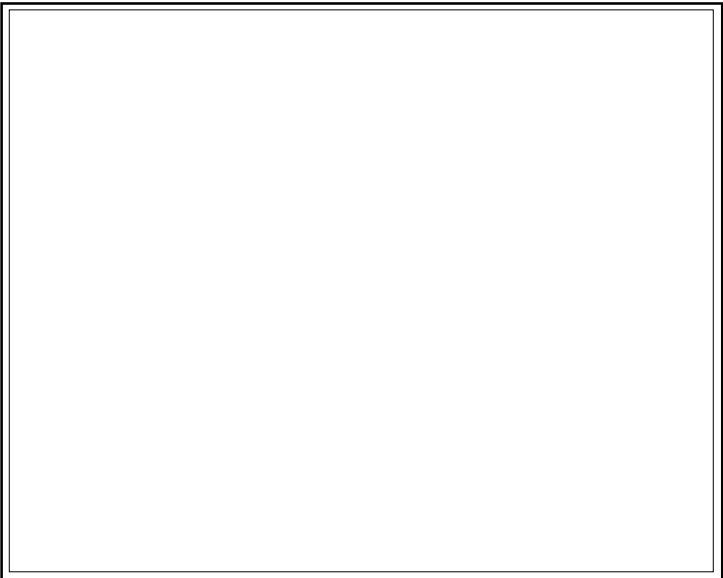
South on Van Buren



Street Scene

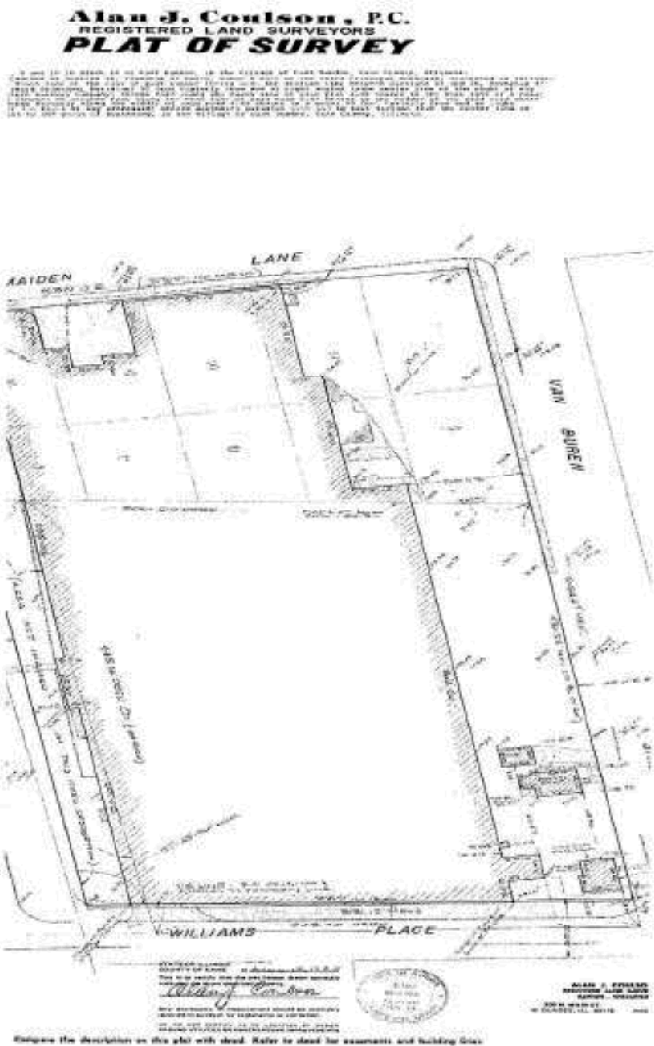


Front view



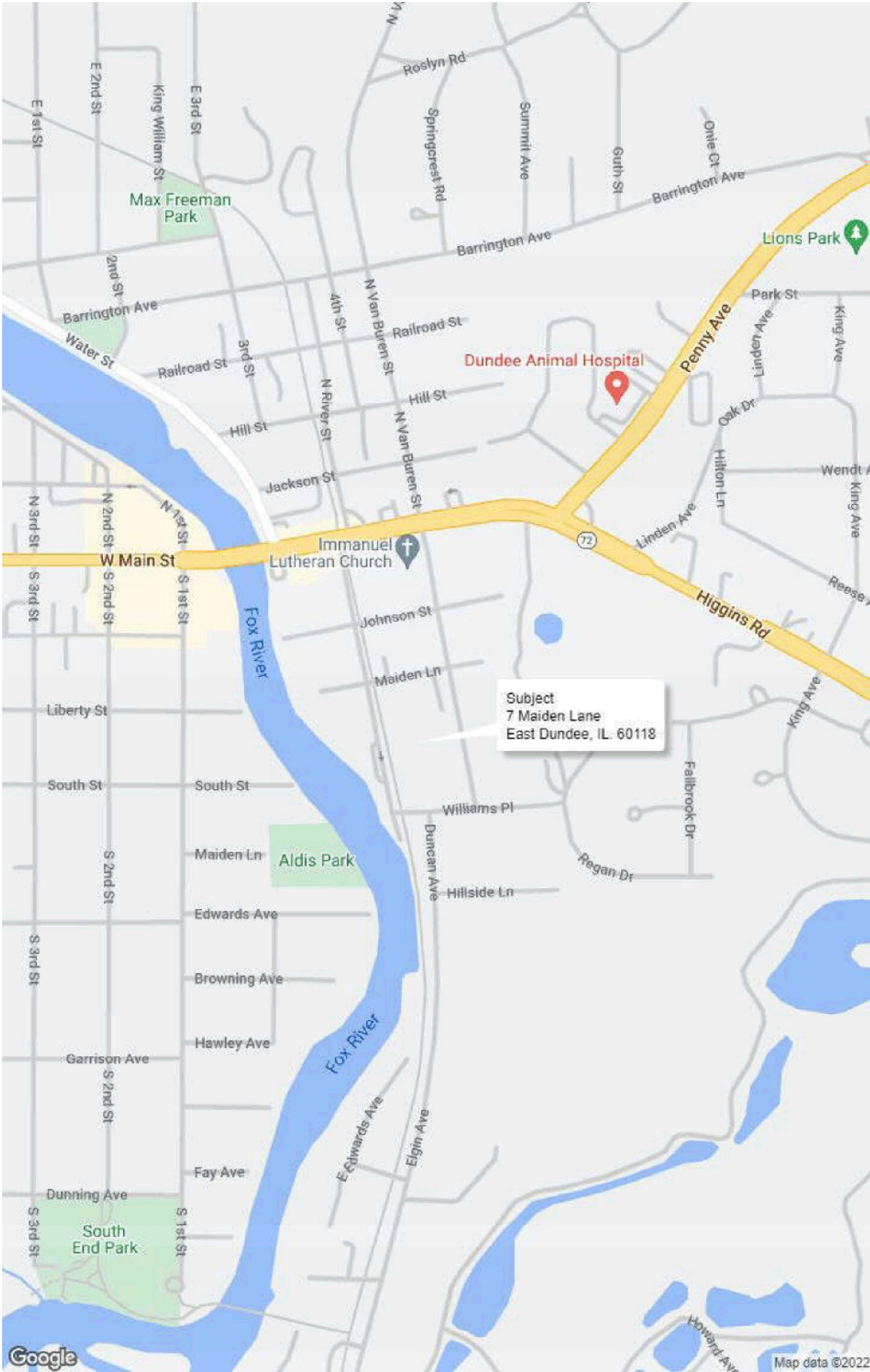
PLAT MAP

Client: Village of East Dundee	File No.: Maiden Lane E Dundee
Property Address: 7 Maiden Lane	Case No.: Z
City: East Dundee	State: IL. Zip: 60118



LOCATION MAP

Client: Village of East Dundee	File No.: Maiden Lane E Dundee
Property Address: 7 Maiden Lane	Case No.: Z
City: East Dundee	State: IL. Zip: 60118



AERIAL MAP

Client: Village of East Dundee	File No.: Maiden Lane E Dundee
Property Address: 7 Maiden Lane	Case No.: Z
City: East Dundee	State: IL. Zip: 60118



FLOOD MAP

Client: Village of East Dundee	File No.: Maiden Lane E Dundee
Property Address: 7 Maiden Lane	Case No.: Z
City: East Dundee	State: IL. Zip: 60118



FLOOD INFORMATION

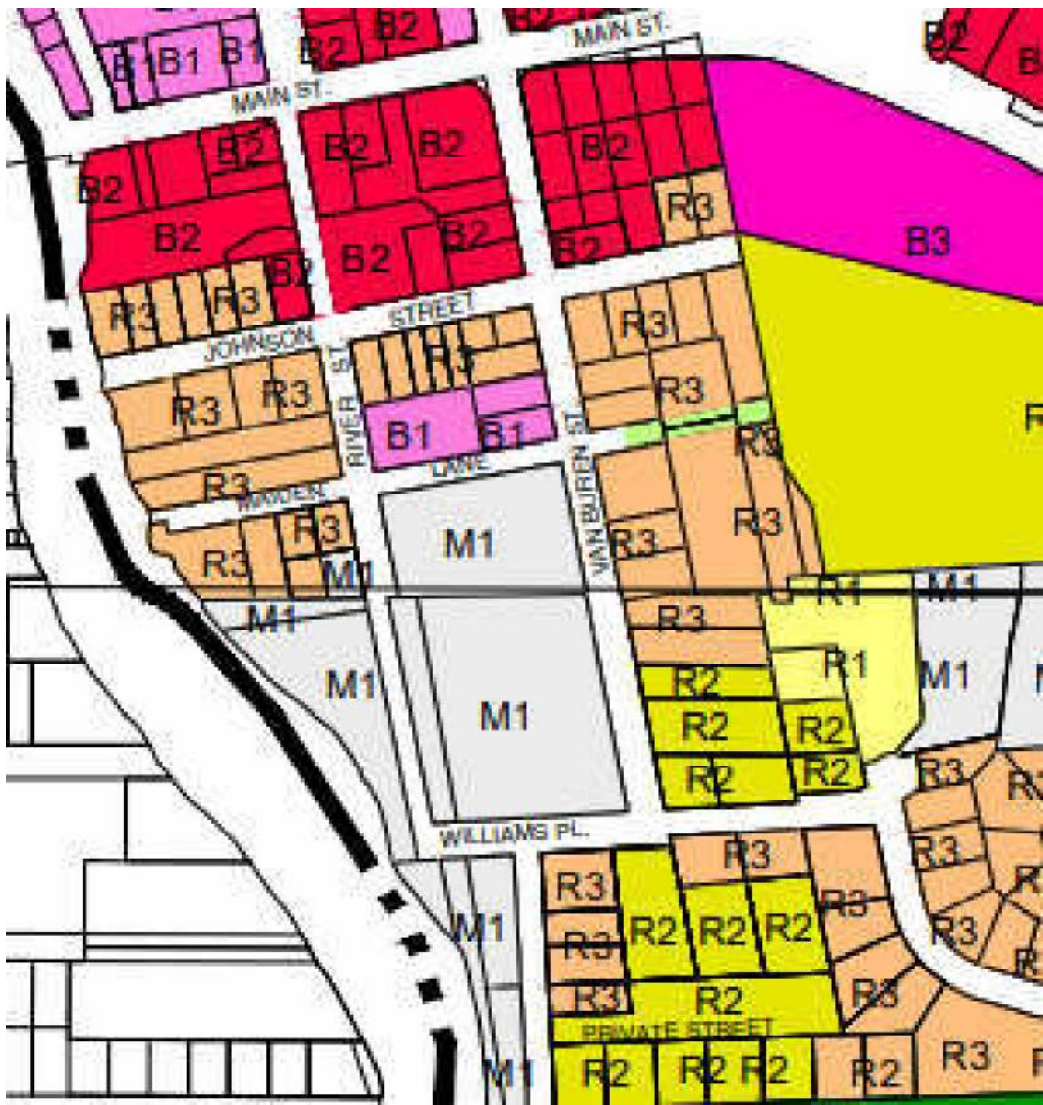
Community: VILLAGE OF EAST DUNDEE  
Property is NOT in a FEMA Special Flood Hazard Area  
Map Number: 17089C0157H  
Panel: 17089C0157  
Zone: X  
Map Date: 08-03-2009  
FIPS: 17089  
Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:
  - = Forest
  - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.



ZONING DISTRICTS



- E-ESTATE
- R1-SINGLE FAMILY
- R2-SINGLE FAMILY
- R3-SINGLE FAMILY
- R4-GENERAL RESIDENCE
- R5-MULTIPLE DWELLING
- AG1-AGRICULTURE
- B1-DOWNTOWN BUSINESS
- B2-COMMUNITY BUSINESS
- B3-SERVICE BUSINESS
- B4-AUTOMOTIVE SERVICE BUSINESS
- OD-OFFICE
- M1-LIMITED MANUFACTURING
- M2-LIMITED MANUFACTURING
- VACATED RIGHT - OF - WAY

22

INDICATES GOVERNMENT LAND SECTION IN  
TOWNSHIP 42 NORTH RANGE 8 EAST OF 3RD P.M.  
(DUNDEE TOWNSHIP)

EAST DUNDEE  
CORPORATE LIMITS





DECLARATIONS  
for  
REAL ESTATE PROFESSIONAL  
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAB3875761-22      Renewal of: RAB3875761-21  
Program Administrator: Herbert H. Landy Insurance Agency Inc.  
100 River Ridge Drive, Suite 301  
Norwood, MA 02062

Item 1. Named Insured: L&D Appraisal Services Inc dba Leech & Denoma Appraisal Service

Item 2. Address: 1717 Lewis Ave  
City, State, Zip Code: Zion, IL 60099  
Attn:

Item 3. Policy Period: From 01/21/2022 To 01/21/2023  
(Month, Day, Year) (Month, Day, Year)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability: (inclusive of claim expenses):  
A. \$ 1,000,000 Limit of Liability - Each Claim  
B. \$ 1,000,000 Limit of Liability - Policy Aggregate  
C. \$ 500,000 Limit of Liability - Fair Housing Claims  
D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. Deductible: (Inclusive of Claim Expense): \$ 5,000 Each Claim

Item 6. Premium: \$ 1,877.00

Item 7. Retroactive Date (if applicable): Unlimited

Item 8. Forms, Notices and Endorsements attached:  
D43100 (08/19) D43300 IL (05/13) D43444 (03/17) D43411 (05/13) *Ruby d. Magnuson*  
D43442 (03/15) D43447 (06/17) D43448 (06/17) D43425 (05/13) Authorized Representative  
D43432 (05/13) D43421 (03/15) D43418 (05/13) D43408 (05/13) IL7324 (07/21)

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: Maiden Lane E Dundee

August 1, 2022

Village of East Dundee  
120 Barrington Avenue  
East Dundee, IL

Invoice # :  
Order Date :  
Reference/Case # : Z  
PO Number :

7 Maiden Lane  
East Dundee, IL. 60118

	\$	1,500.00
	\$	-----
Invoice Total	\$	1,500.00
State Sales Tax @	\$	0.00
Deposit	(\$	300.00 )
Deposit	(\$	----- )
Amount Due	\$	1,200.00

Terms:

Please Make Check Payable To:

Leech & Denoma Appraisal Service Inc.  
1717 Lewis Ave  
Zion, IL 60099

Fed. I.D. #: 36-4542768

## 7 Maiden Lane Existing Conditions



VILLAGE OF EAST DUNDEE  
120 Barrington Ave, East Dundee, IL 60118  
Phone: 847-426-2822 Fax: 847-426-2956

### UNSAFE STRUCTURE

#### DO NOT ENTER OR OCCUPY

In accordance with the 2006 International Fire Code, Section 110, and the 2006 International Building Code, Section 115, the 2014 Illinois Plumbing Code and the Village of East Dundee Municipal Code;

The Village of East Dundee has deemed the building at

7 Maiden Lane East Dundee, IL. PIN's 03-26-107-001 and 03-23-362-001 an

**UNSAFE STRUCTURE AND MUST BE VACATED.**

Owner: Maiden Industrial LLC., GENE STAPLES

Chris Rantieri

Building Inspector

Date: September 20, 2021

ENTRANCE

NOTICE  
TO ALL CUSTOMERS  
PLEASE ADVISE US OF ANY  
CHANGES TO YOUR ACCOUNT  
BY FAX

WE HAVE A SPECIAL  
OFFER FOR YOU  
PLEASE CALL US AT  
1-800-555-1234  
OR VISIT OUR WEBSITE  
WWW.GOLDENPLASTICS.COM

CLOSED

**WARNING**  
Security  
Cameras In Use

WELCOME  
GOLDEN  
PLASTICS

ryco

**BEWARE  
OF THE  
DOG**

MasterCard  
Discover  
American Express  
Visa

















**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY, LOCATED AT 110-112 E. RAILROAD ST., THROUGH EMINENT DOMAIN OR OTHERWISE, LOCATED IN THE TAX INCREMENT REDEVELOPMENT PROJECT AREA OF THE DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village of East Dundee (hereinafter referred to as the “Village Board”), finds as follows:

- A. The Village of East Dundee (hereinafter referred to as the “Village”) is a home rule municipality pursuant to Section 6 (a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the “TIF Act”).
- C. In accordance with the TIF Act, on June 16, 2008 the corporate authorities of the Village adopted Ordinance Numbers 08-34, 08-35, and 08-36, as amended on September 10, 2018 by Ordinance Number 18-28, approving a tax increment redevelopment plan and project (hereinafter referred to as the “TIF Plan”), designating a tax increment redevelopment project area (hereinafter referred to as the “Redevelopment Project Area”), and adopting tax increment financing relative to the Village’s Downtown Tax Increment Financing District (hereinafter referred to as the “Downtown TIF District”) for redevelopment and revitalization of a portion of the corporate limits of the Village.
- D. The Village Board has determined that the TIF Plan, which was the subject matter of a public hearing in accordance with the TIF Act, is in the best interests of the residents of the Village and constitutes a public purpose.
- E. The Village is authorized and empowered pursuant to the TIF Act to acquire by purchase, donation, lease or eminent domain, any property, real or personal, or rights of interest therein, within the Redevelopment Project Area.

SECTION 2: That under the authority vested in the Village Board, through the statutes of the State of Illinois and the ordinances of the Village, it is hereby determined that pursuant to the TIF Act it is necessary and desirable that the Village shall acquire title to and possession of the real property interests in certain real property commonly known as 110-112 N. Railroad St., East Dundee, Illinois, as legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Subject Property”), said Subject Property being located within the Redevelopment Project Area for the Downtown TIF District, and being necessary, required and needed to achieve the objectives of the TIF Plan for the Downtown TIF District.

SECTION 3: The Village finds that the acquisition of the Subject Property is necessary and desirable for redevelopment purposes under the authority vested in the Village Board by Article VII, Section 6 of the Constitution of the State of Illinois.

SECTION 4: That the Village Attorney, or such other persons as the Village Attorney may designate, are hereby authorized, empowered and directed to negotiate personally or through representatives for, and on behalf of, the Village, with the owner or owners of the leasehold interest in the Subject Property for the purchase and acquisition thereof by said Village.

SECTION 5: That in the event the Village Attorney, or the Village Attorney’s designee(s) are unable to agree with the owner or owners of said leasehold interest in the Subject Property as to the compensation therefor, then title to and possession of the leasehold interest in the Subject Property shall be acquired by the Village through eminent domain, and authorization is hereby given to institute proceedings in any court of competent jurisdiction to acquire title to and possession of the leasehold interest in the Subject Property for the Village in accordance with the TIF Act, the eminent domain laws of the State of Illinois and the ordinances of the Village.

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

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeff Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

**EXHIBIT A**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PIN: 03-23-314-001

Common Address: 110 E. Railroad Street, East Dundee, Illinois

---

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARD'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERLY LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PIN: 03-23-314-007

Common Address: 112 E. Railroad Street, East Dundee, Illinois

**APPRAISAL OF**

**LOCATED AT:**

110 Railroad Street  
East Dundee, IL 60118

**FOR:**

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

**BORROWER:**

NA

**AS OF:**

April 14, 2022

**BY:**

James W. Leech State Cert. General Appraiser

April 25, 2022

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

File Number: Railroad 110 E Dundee

To Whom It May Concern:

In accordance with your request, I have appraised the real property at:

110 Railroad Street  
East Dundee, IL 60118

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of April 14, 2022 is:

\$285,000  
Two Hundred Eighty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully,



James W. Leech State Cert. General Appraiser

LAND APPRAISAL REPORT

File No. Railroad 110 E Dundee

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 110 Railroad StreetCity: East DundeeState: ILZip: 60118

Borrower: NAOwner of Public Record: Doederlein TrustCounty: Kane

Legal Description: See Addenda

Assessor's Parcel #: 03-23-314-001Tax Year: 2020R.E. Taxes: 6,094.40

Neighborhood Name: Downtown Business DistrictMap Reference: P-24Census Tract: 8504.00

Special Assessments: NAPUD ☐ Yes ☒ No HOA: \$ N/APer Year ☐ Per Month ☐

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Evaluation

Lender/Client: Village of East DundeeAddress: 120 Barrington Avenue, East Dundee, Illinois

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
Not Applicable

Contract Price \$: Date of Contract: Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	20% %		
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	%		
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	175 Low	30	Multi-Family	%		
Neighborhood Boundaries: This area is bordered by Main Street to the south, Cleveland Avenue to the north, the Fox River is just west and Wilmette Avenue is to the east.				450 High	100+	Commercial	75% %		
				300 Pred.	65	Other Vacant	5 %		

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: The subject property is located in the downtown East Dundee business district that has seen significant re-development over the past few years. It iis an attractive business district with the economic advantages of a TIFF district which is encouraging new business development. It is an historical district that has many newer uses with an upward trend in demand and market values. The subject property is located in the heart of this business district with good potential for development.

Market Conditions (including support for the above conclusions): Market conditions are good in this downtown business district. Based on a market study for the area there is an upward trend in values and shorter marketing times. The TIFF district and attractive private financing also is are positive influences for development and values. There are plans for a new city parking garage and there are new developments in the area. No adverse marketing factors were observed.

SITE DESCRIPTION

Dimensions: 275' x 130'Area: 35750 ☐ Acres ☒ Sq.Ft. Shape: RectangularView: Commercial

Zoning Classification: B3Zoning Description: Service Business

Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Uses permitted under current zoning regulations: Retail, office, business service uses

Highest & Best Use: Business development

Describe any improvements: Former lumber yard buildings.

Do present improvements conform to zoning? ☒ Yes ☐ No ☐ No improvements If No, explain: There are older buildings on this former lumber yard site that are vacant and they have outlived their economic life and they will be demolished to allow for new development.

Present use of subject site: Vacant lumber yardCurrent or proposed ground rent? ☐ Yes ☒ No If Yes, \$

Topography: LevelSize: 35750 square feetDrainage: Adequate

Corner Lot: ☒ Yes ☐ No Underground Utilities: ☒ Yes ☐ No Fenced: ☐ Yes ☒ No If Yes, type:

Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: XFEMA Map #: 17089C0157HFEMA Map Date: 08-03-2009

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Street Surface	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Street Type/Influence	Public		
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights	Vapor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:

Site Comments: The subject property is comprised of a rectangular shaped parcel at the southeast corner of Railroad Street and 3rd Street. It is in the downtown business district and zoned B3 which will allow for new commercial development. It is bordered by Railroad Street on its northern border, 3rd Street along its western border and Hill Street is along the rear or southern border of the site providing good access to this parcel. The buildings on the site will need to be demolished which will be a cost to the developer which is typically deducted from the value of the site as vacant. See attached for a copy of the plat, flood map and other exhibits.



PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes

☐ No

Unit type(s):

☐ Detached

☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: \_\_\_\_\_

Total number of phases: \_\_\_\_\_Total number of units: \_\_\_\_\_Total number of units sold: \_\_\_\_\_

Total number of units rented: \_\_\_\_\_Total number of units for sale: \_\_\_\_\_Data source(s): \_\_\_\_\_

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes

☐ No

If Yes, date of conversion: \_\_\_\_\_

Does the project contain any multi-dwelling units?

☐ Yes

☐ No

Data Source: \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?

☐ Yes

☐ No

If No, describe the status of completion: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

**INTENDED USE:** The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this report is the lender/client identified within the appraisal report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

\* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1.

The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title

2.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1.

I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2.

I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

3.

I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4.

I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.

5.

I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6.

I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.

7.

I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8.

I have not used comparable sales that were the result of combining multiple transactions into reported sales

9.

I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10.

I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11.

I have knowledge and experience in appraising this type of property in this market area.

12.

I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will received this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature 

Name James W. Leech State Cert. General Appraiser

Company Name Leech & Denoma Appraisal Service

Company Address 1717 Lewis Ave

Zion, IL 60099

Telephone Number 847-872-4982

Email Address jamesleech@leechbridges.com

Date of Signature and Report 04/25/2022

Effective Date of Appraisal 04/14/2022

State Certification # 553.000263

or State License #

or Other (describe) State #

State IL

Expiration Date of Certification or License 09/30/2023

ADDRESS OF PROPERTY APPRAISED

110 Railroad Street

East Dundee, IL 60118

APPRAISED VALUE OF SUBJECT PROPERTY \$ 285,000

LENDER/CLIENT

Name

Company Name Village of East Dundee

Company Address 120 Barrington Avenue

East Dundee, Illinois

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
- Date of Inspection

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
- Date of Inspection



ADDENDUM

Borrower: NA		File No.: Railroad 110 E Dundee	
Property Address: 110 Railroad Street		Case No.: Z623-21	
City: East Dundee	State: IL	Zip: 60118	
Lender: Village of East Dundee			

LEGAL DESCRIPTION

PART OF THE SW 1/4 OF SEC 23-42-8 PER 97K026570 (EX PART DESC IN 2013K000294)

Tax Legal. Parcel #03-23-314-001

Additional Appraiser's Certification

Pursuant to the Conduct Section of the Ethics Rule of USPAP, "If known prior to accepting an assignment, and/or if discovered at any time during the assignment, an appraiser must disclose to the client, and in the subsequent report certification any services regarding the subject property performed by the appraiser within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity."

I have not previously appraised this property in the three years prior to this assignment. The appraiser is not aware of any other services, as an appraiser or in any other capacity, performed on the subject property within the past three years.

EXPOSURE TIME

Based on a review of the data included throughout this report and during the appraisal process for this specific property, including but not limited to the Market Conditions Section, information gathered through sales verification, the appraiser's knowledge of the subject property and its specific market and an analysis of the data collected, reviewed, considered and used in the sales comparison, a reasonable exposure time for the subject property is estimated to be 2 to 4 months if offered at a reasonable price relative to the opinion of market value estimated within this report.

Site Comments

See Report

Comments on Sales Comparison

The appraiser has researched comparable land sales in the subject's general marketing area as well as current listings. The 5 sales presented in this analysis are the best available based on my research. .

The 5 sales have produced the following values per square foot:

Sale 1	\$ 8.70
Sale 2	\$10.47
Sale 3	\$11.00
Sale 4	\$ 9.50
Sale 5	\$ 5.00

The sales are adjusted based on location and lot size. Also to be considered is that there are buildings on this site that will need to be demolished and this cost of demolition is to be deducted from the value per square foot.

After all the data researched and presented is reviewed and correlated, in my opinion the fair market value of the subject site as vacant for development is \$8.00 per square foot. This produces the following calculation of value for the subject property:

35,750 SF times \$8.00 per SF equals \$285,752 say \$285,000

The final reconciled value is concluded to be \$285,000 as vacant for the subject property as of the current date of value.

Condition of Appraisal Comments

The subject property is being appraised "as is".

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:**    The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:**    If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:**    110 Railroad Street, East Dundee, IL 60118

**APPRAISER:**

Signature:   
Name: James W. Leech State Cert. General Appraiser  
Date Signed: 04/25/2022  
State Certification #: 553.000263  
or State License #:   
State: Illinois  
Expiration Date of Certification or License: 09/30/2023

**SUPERVISORY APPRAISER (only if required)**

Signature:   
Name:   
Date Signed:   
State Certification #:   
or State License #:   
State:   
Expiration Date of Certification or License:

☐ Did    ☐ Did Not Inspect Property

USPAP ADDENDUM

Borrower: NA				
Property Address: 110 Railroad Street				
City:	East Dundee	County:	Kane	State: IL Zip Code: 60118
Lender:	Village of East Dundee			

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report      A written report prepared under Standards Rule 2-2(a).

☐ Restricted Appraisal Report      A written report prepared under Standards Rule 2-2(b).

**Reasonable Exposure Time**

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 2-4 months

My estimate of exposure time is based on a review of the market through an MC report as well as my experience in this area.

**Additional Certifications**

☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.


Pursuant to the Conduct Section of the Ethics Rule of USPAP, "If known prior to accepting an assignment and/or if discovered any any time during the assignment, an appraiser must disclose to the client and in the subsequent report certification of any services regarding the subject proeprty performed by the appraiser within the 3 year perior immediately preceding acceptance of the assignment as an appraiser or any other capacity.

I have performed no services including an appraisal of this property over the past 3 years.

**Additional Comments**

ADDITIONAL CERTIFICATION COMMENT

The compensation for this appraisal assignment is \$900.

<b>APPRAISER:</b>	<b>SUPERVISORY APPRAISER (only if required):</b>
Signature: 	Signature: _____
Name: James W. Leech State Cert. General Appraiser	Name: _____
Date Signed: 04/25/2022	Date Signed: _____
State Certification #: 553.000263	State Certification #: _____
or State License #: _____	or State License #: _____
or Other (describe): _____ State #: _____	State: _____
State: IL	Expiration Date of Certification or License: _____
Expiration Date of Certification or License: 09/30/2023	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: April 14, 2022	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Front view

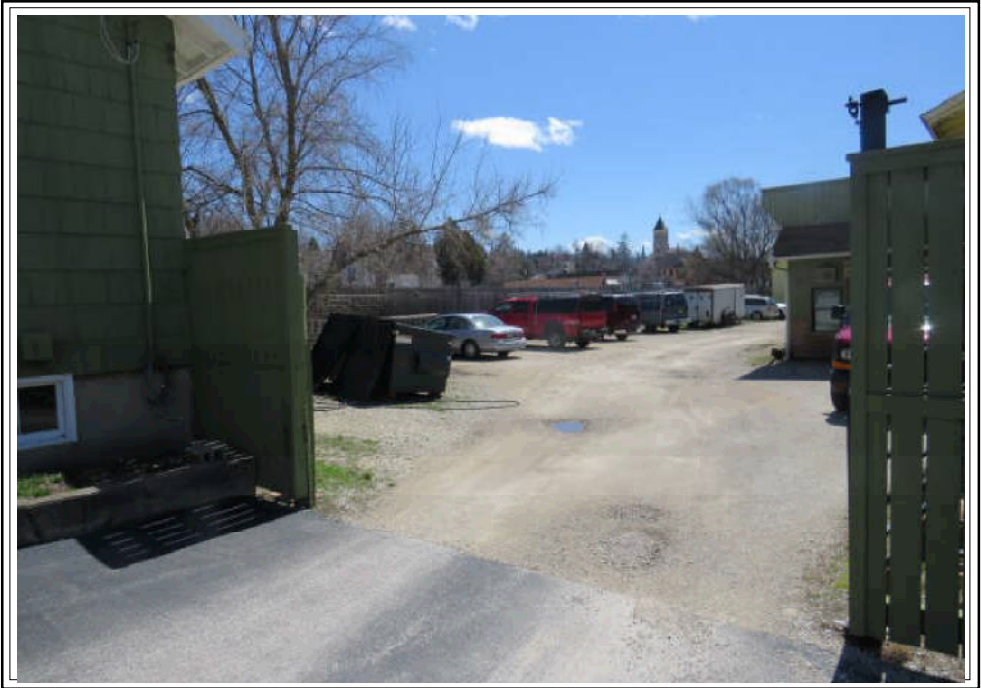


View of lumberyard property



View of interior of property

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL Zip: 60118
Lender: Village of East Dundee	



View of site with buildings



Street scene

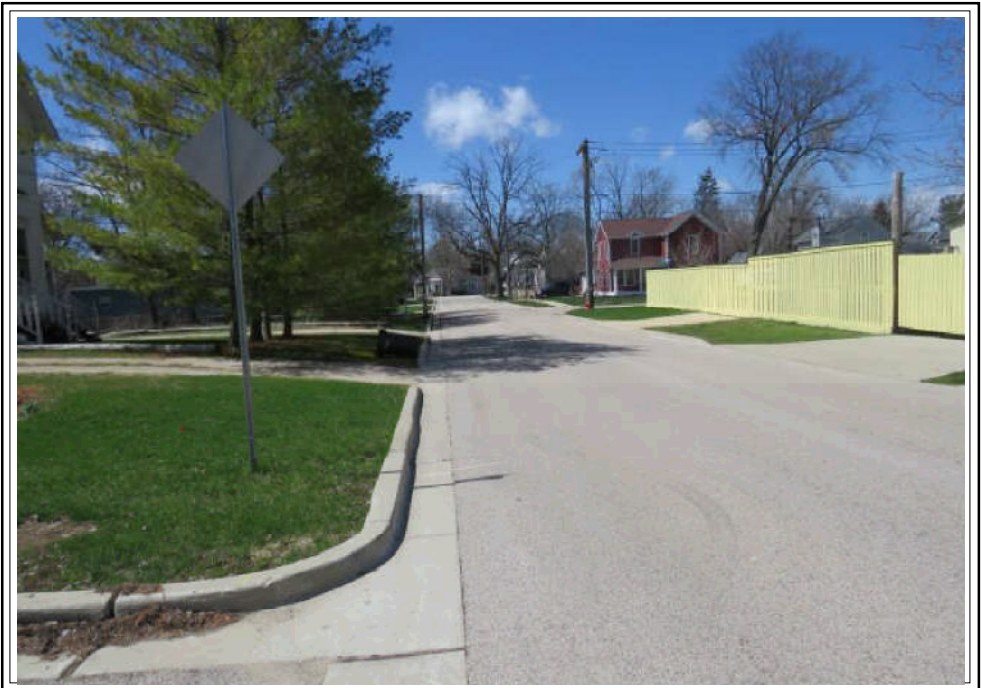


Looking east

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



View of site



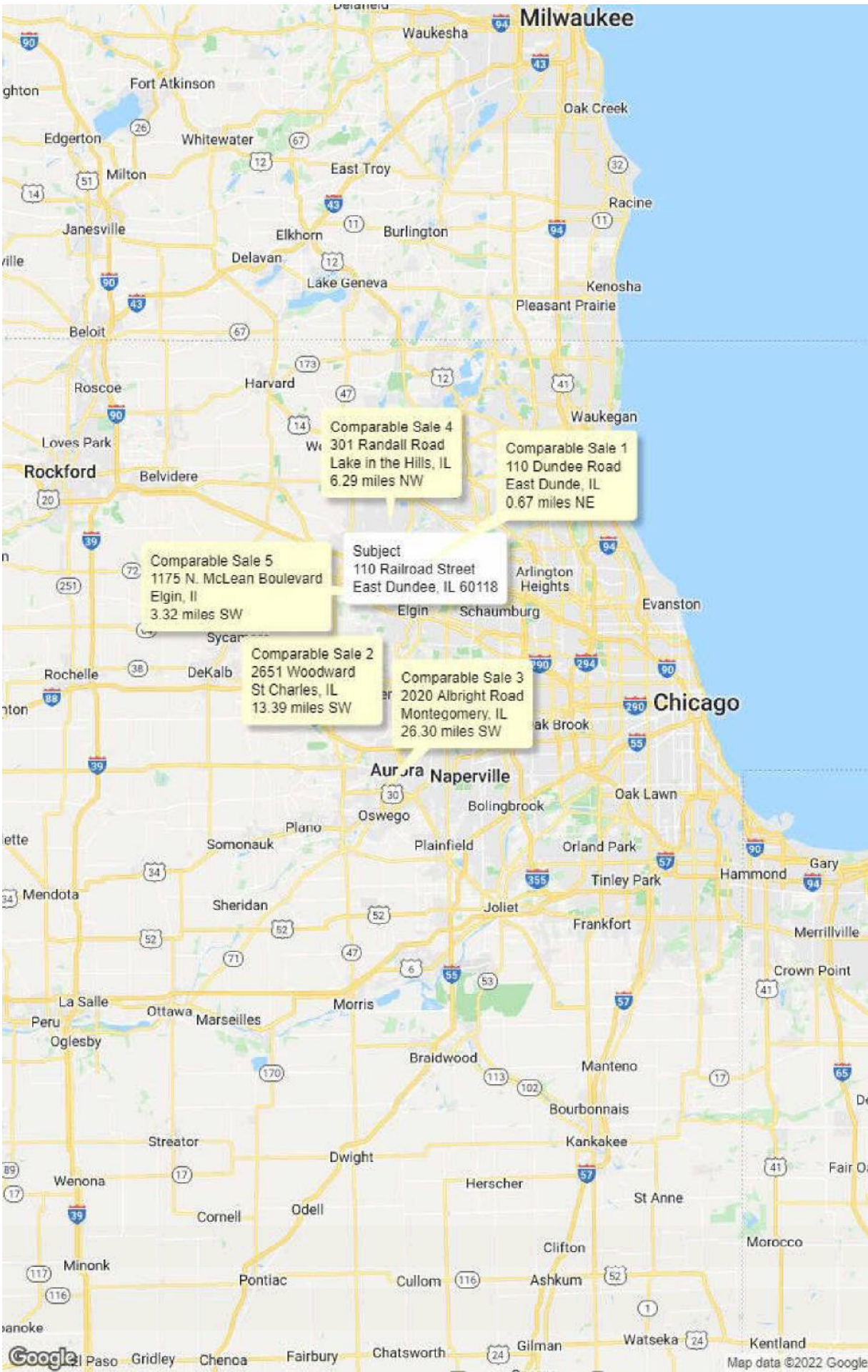
Street scene



Street

LOCATION MAP

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Flood Map

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



FLOOD INFORMATION

Community: VILLAGE OF EAST DUNDEE  
Property is NOT in a FEMA Special Flood Hazard Area  
Map Number: 17089C0157H  
Panel: 17089C0157  
Zone: X  
Map Date: 08-03-2009  
FIPS: 17089  
Source: FEMA DFIRM

LEGEND

- [Orange Box] = FEMA Special Flood Hazard Area – High Risk
- [Yellow Box] = Moderate and Minimal Risk Areas
- Road View:
  - [Green Box] = Forest
  - [Blue Box] = Water

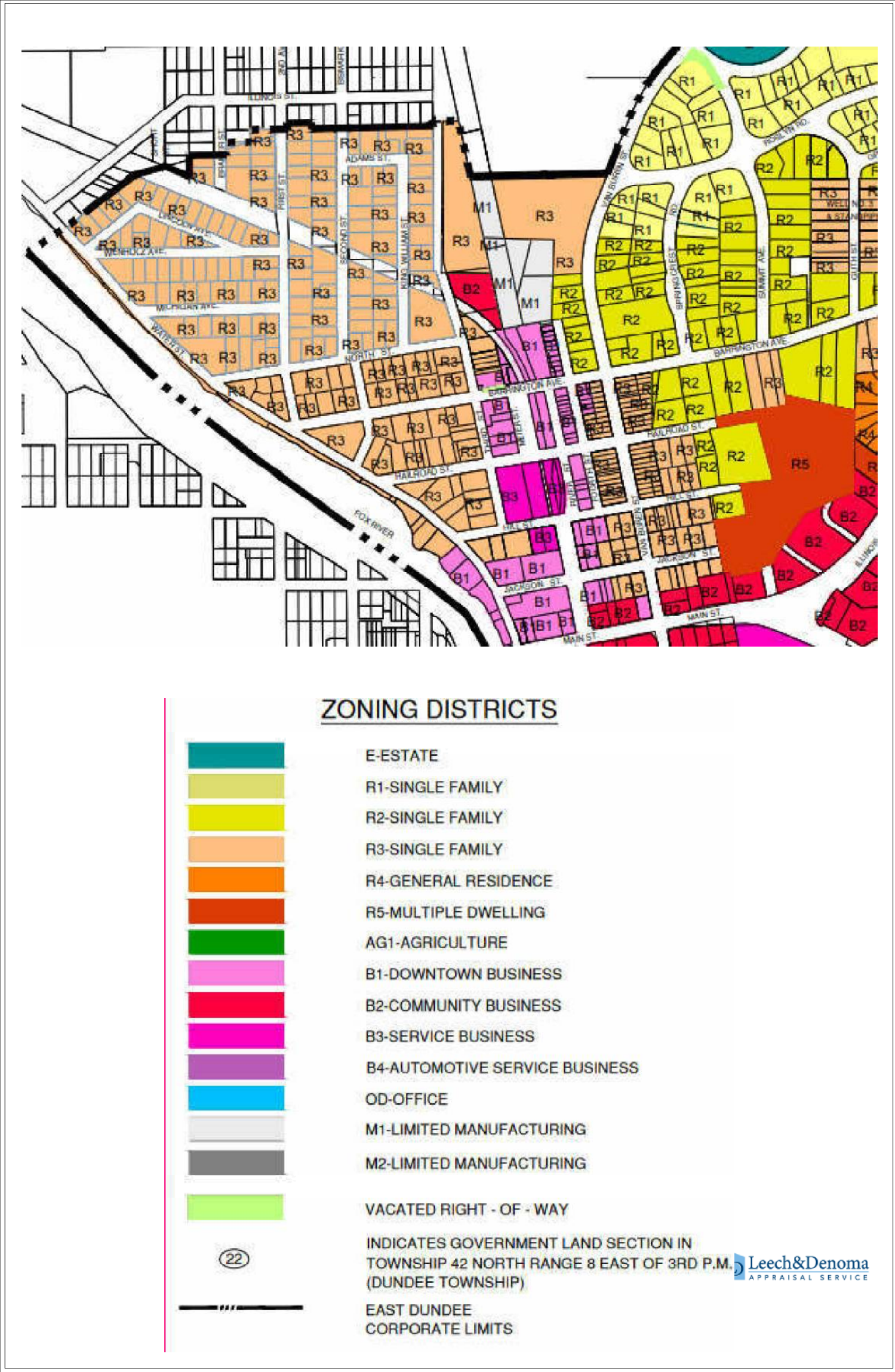
Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.





Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118





DECLARATIONS  
for  
REAL ESTATE PROFESSIONAL  
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAB3875761-22      Renewal of: RAB3875761-21  
Program Administrator: Herbert H. Landy Insurance Agency Inc.  
100 River Ridge Drive, Suite 301  
Norwood, MA 02062

Item 1. Named Insured: L&D Appraisal Services Inc dba Leech & Denoma Appraisal Service

Item 2. Address: 1717 Lewis Ave  
City, State, Zip Code: Zion, IL 60099  
Attn:

Item 3. Policy Period: From 01/21/2022 To 01/21/2023  
(Month, Day, Year) (Month, Day, Year)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability: (inclusive of claim expenses):  
A. \$ 1,000,000 Limit of Liability - Each Claim  
B. \$ 1,000,000 Limit of Liability - Policy Aggregate  
C. \$ 500,000 Limit of Liability - Fair Housing Claims  
D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. Deductible: (Inclusive of Claim Expense): \$ 5,000 Each Claim

Item 6. Premium: \$ 1,877.00

Item 7. Retroactive Date (if applicable): Unlimited

Item 8. Forms, Notices and Endorsements attached:  
D43100 (08/19) D43300 IL (05/13) D43444 (03/17) D43411 (05/13) *Rebecca Magnuson*  
D43442 (03/15) D43447 (06/17) D43448 (06/17) D43425 (05/13) Authorized Representative  
D43432 (05/13) D43421 (03/15) D43418 (05/13) D43408 (05/13) IL7324 (07/21)

D43101 (03/15)



\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: Railroad 110 E Dundee

April 25, 2022

Village of East Dundee  
110 Railroad Street  
East Dundee, IL

Borrower :

Invoice # :  
Order Date :  
Reference/Case # : Z623-21  
PO Number : James Leech

110 Railroad Street  
East Dundee, IL 60118

Appraisal Fee	\$	900.00
	\$	-----
Invoice Total	\$	900.00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)
	-----	
Amount Due	\$	900.00

Terms:

Please Make Check Payable To:

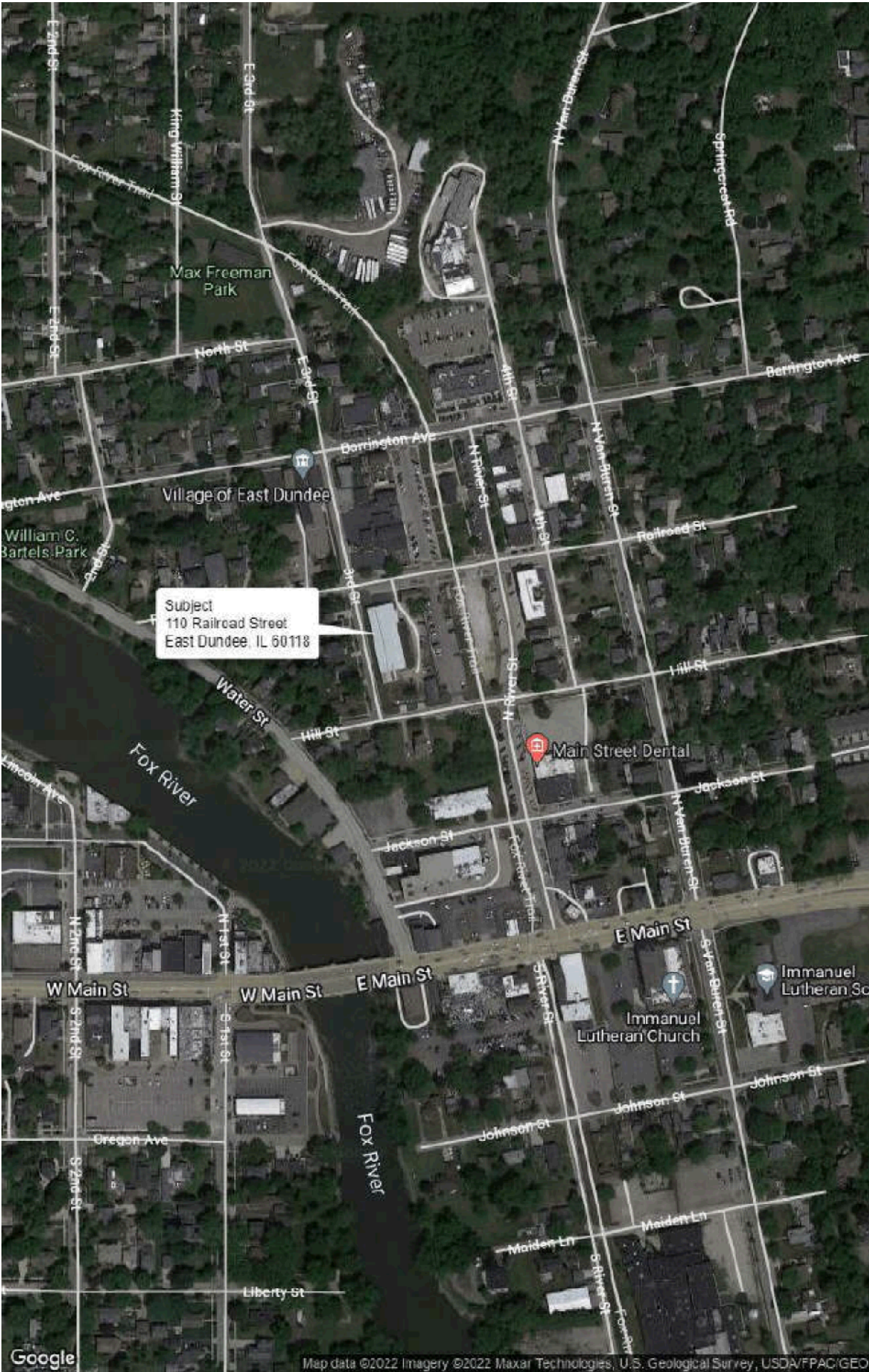
Leech & Denoma Appraisal Service, Inc.  
1717 Lewis Avenue  
Zion, IL 60099

Fed. I.D. #: 36-4542768

Please return one copy of this invoice along with your payment

AERIAL MAP

Borrower: NA	File No.: Railroad 110 E Dundee
Property Address: 110 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



**APPRAISAL OF**

**LOCATED AT:**

112 Railroad Street  
East Dundee, IL 60118

**FOR:**

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

**BORROWER:**

NA

**AS OF:**

April 14, 2022

**BY:**

James W. Leech State Cert. General Appraiser

April 25, 2022

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

File Number: Railroad 112 E Dundee

To Whom It May Concern:

In accordance with your request, I have appraised the real property at:

112 Railroad Street  
East Dundee, IL 60118

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of April 14, 2022 is:

\$305,000  
Three Hundred Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully,



James W. Leech State Cert. General Appraiser

LAND APPRAISAL REPORT

File No. Railroad 112 E Dundee

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 112 Railroad StreetCity: East DundeeState: ILZip: 60118

Borrower: NAOwner of Public Record: Doederlein TrustCounty: Kane

Legal Description: See Addenda

Assessor's Parcel #: 03-23-314-007Tax Year: 2020R.E. Taxes: 2,725.66

Neighborhood Name: Downtown Business DistrictMap Reference: P-24Census Tract: 8504.00

Special Assessments: NAPUD ☐ Yes ☒ No HOA: \$ N/APer Year ☐ Per Month ☐

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Evaluation

Lender/Client: Village of East DundeeAddress: 120 Barrington Avenue, East Dundee, Illinois

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
Not Applicable

Contract Price \$: Date of Contract: Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	20% %		
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	%		
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	175 Low	30	Multi-Family	%		
Neighborhood Boundaries: This area is bordered by Main Street to the south, Cleveland Avenue to the north, the Fox River is just west and Wilmette Avenue is to the east.				450 High	100+	Commercial	75% %		
				300 Pred.	65	Other Vacant	5 %		

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: The subject property is located in the downtown East Dundee business district that has seen significant re-development over the past few years. It iis an attractive business district with the economic advantages of a TIFF district which is encouraging new business development. It is an historical district that has many newer uses with an upward trend in demand and market values. The subject property is located in the heart of this business district with good potential for development.

Market Conditions (including support for the above conclusions): Market conditions are good in this downtown business district. Based on a market study for the area there is an upward trend in values and shorter marketing times. The TIFF district and attractive private financing also is are positive influences for development and values. There are plans for a new city parking garage and there are new developments in the area. No adverse marketing factors were observed.

SITE DESCRIPTION

Dimensions: 275' x 85.5'Area: 23522 ☐ Acres ☒ Sq.Ft. Shape: RectangularView: Commercial

Zoning Classification: B3Zoning Description: Service Business

Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Uses permitted under current zoning regulations: Retail, office, business service uses

Highest & Best Use: Business development

Describe any improvements: Public parking lot

Do present improvements conform to zoning? ☒ Yes ☐ No ☐ No improvements If No, explain: This parcel is used as a public parking lot and is asphalt paved and has been well maintained.

Present use of subject site: Parking lotCurrent or proposed ground rent? ☐ Yes ☒ No If Yes, \$

Topography: LevelSize: 23522 square feetDrainage: Adequate

Corner Lot: ☐ Yes ☒ NoUnderground Utilities: ☒ Yes ☐ NoFenced: ☐ Yes ☒ No If Yes, type:

Special Flood Hazard Area ☐ Yes ☒ NoFEMA Flood Zone: XFEMA Map #: 17089C0157HFEMA Map Date: 08-03-2009

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Street Surface	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Street Type/Influence	Public		
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Available	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights	Vapor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:

Site Comments: The subject property is comprised of a rectangular shaped parcel that is approximately.54 acres in size. It is in the downtown business district and zoned B3 which will allow for new commercial development. It is bordered by Railroad Street on its northern border and Hill Street is along the rear or southern border of the site providing good access to this parcel. It is currently used as public parking lot but could be assembled with adjoining parcels for re-development. See attached for a copy of the plat, flood map and other exhibits.



LAND APPRAISAL REPORT

File No. Railroad 112 E Dundee

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes

☐ No

Unit type(s):

☐ Detached

☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: \_\_\_\_\_

Total number of phases: \_\_\_\_\_Total number of units: \_\_\_\_\_Total number of units sold: \_\_\_\_\_

Total number of units rented: \_\_\_\_\_Total number of units for sale: \_\_\_\_\_Data source(s): \_\_\_\_\_

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes

☐ No

If Yes, date of conversion: \_\_\_\_\_

Does the project contain any multi-dwelling units?

☐ Yes

☐ No

Data Source: \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?

☐ Yes

☐ No

If No, describe the status of completion: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

**INTENDED USE:** The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this report is the lender/client identified within the appraisal report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

\* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1.

The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title

2.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1.

I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2.

I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

3.

I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4.

I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.

5.

I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6.

I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.

7.

I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8.

I have not used comparable sales that were the result of combining multiple transactions into reported sales

9.

I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10.

I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11.

I have knowledge and experience in appraising this type of property in this market area.

12.

I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will received this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature   
Name James W. Leech State Cert. General Appraiser  
Company Name Leech & Denoma Appraisal Service  
Company Address 1717 Lewis Ave  
Zion, IL 60099  
Telephone Number 847-872-4982  
Email Address jamesleech@leechbridges.com  
Date of Signature and Report 04/25/2022  
Effective Date of Appraisal 04/14/2022  
State Certification # 553.000263  
or State License # \_\_\_\_\_  
or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
State IL  
Expiration Date of Certification or License 09/30/2023

ADDRESS OF PROPERTY APPRAISED  
112 Railroad Street  
East Dundee, IL 60118  
APPRAISED VALUE OF SUBJECT PROPERTY \$ 305,000  
LENDER/CLIENT  
Name \_\_\_\_\_  
Company Name Village of East Dundee  
Company Address 120 Barrington Avenue  
East Dundee, Illinois  
Email Address \_\_\_\_\_

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_

SUBJECT PROPERTY

- ☐ Did not inspect subject property  
☐ Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_



ADDENDUM

Borrower: NA		File No.: Railroad 112 E Dundee	
Property Address: 112 Railroad Street		Case No.: Z623-21	
City: East Dundee		State: IL	Zip: 60118
Lender: Village of East Dundee			

LEGAL DESCRIPTION

PART OF THE SW 1/4 OFSEC 23-42-8 PER 97K026570 (EX PART DESC IN 2013K000294)

Tax Legal. Parcel #03-23-314-007

Additional Appraiser's Certification

Pursuant to the Conduct Section of the Ethics Rule of USPAP, "If known prior to accepting an assignment, and/or if discovered at any time during the assignment, an appraiser must disclose to the client, and in the subsequent report certification any services regarding the subject property performed by the appraiser within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity."

I have not previously appraised this property in the three years prior to this assignment. The appraiser is not aware of any other services, as an appraiser or in any other capacity, performed on the subject property within the past three years.

EXPOSURE TIME

Based on a review of the data included throughout this report and during the appraisal process for this specific property, including but not limited to the Market Conditions Section, information gathered through sales verification, the appraiser's knowledge of the subject property and its specific market and an analysis of the data collected, reviewed, considered and used in the sales comparison, a reasonable exposure time for the subject property is estimated to be 2 to 4 months if offered at a reasonable price relative to the opinion of market value estimated within this report.

Site Comments

See Report

Comments on Sales Comparison

The appraiser has researched comparable land sales in the subject's general marketing area as well as current listings. The 5 sales presented in this analysis are the best available based on my research. .

The 5 sales have produced the following values per square foot:

Sale 1	\$ 8.70
Sale 2	\$10.47
Sale 3	\$11.00
Sale 4	\$ 9.50
Sale 5	\$ 5.00

The sales are adjusted based on location and lot size. Also to be considered is that there is an improved parking lot on the site which makes it more valuable.

After all the data researched and presented is reviewed and correlated, in my opinion the fair market value of the subject site as vacant for development is \$13.00 per square foot. This produces the following calculation of value for the subject property:

23,522 SF times \$13.00 per SF equals \$305,786 say \$305,000

The final reconciled value is concluded to be \$305,000 as vacant for the subject property as of the current date of value.

Condition of Appraisal Comments

The subject property is being appraised "as is".

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:**    The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:**    If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:**    112 Railroad Street, East Dundee, IL 60118

**APPRAISER:**

Signature: 

Name: James W. Leech State Cert.General Appraiser

Date Signed: 04/25/2022

State Certification #: 553.000263

or State License #:

State: Illinois

Expiration Date of Certification or License: 09/30/2023

**SUPERVISORY APPRAISER (only if required)**

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

☐ Did

☐ Did Not Inspect Property

USPAP ADDENDUM

Borrower: NA				
Property Address: 112 Railroad Street				
City:	East Dundee	County:	Kane	State: IL Zip Code: 60118
Lender:	Village of East Dundee			

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report      A written report prepared under Standards Rule 2-2(a).

☐ Restricted Appraisal Report      A written report prepared under Standards Rule 2-2(b).

**Reasonable Exposure Time**

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 2-4 months

My estimate of exposure time is based on a review of the market through an MC report as well as my experience in this area.

**Additional Certifications**

☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.


Pursuant to the Conduct Section of the Ethics Rule of USPAP, "If known prior to accepting an assignment and/or if discovered any any time during the assignment, an appraiser must disclose to the client and in the subsequent report certification of any services regarding the subject proeprty performed by the appraiser within the 3 year perior immediately preceding acceptance of the assignment as an appraiser or any other capacity.

I have performed no services including an appraisal of this property over the past 3 years.

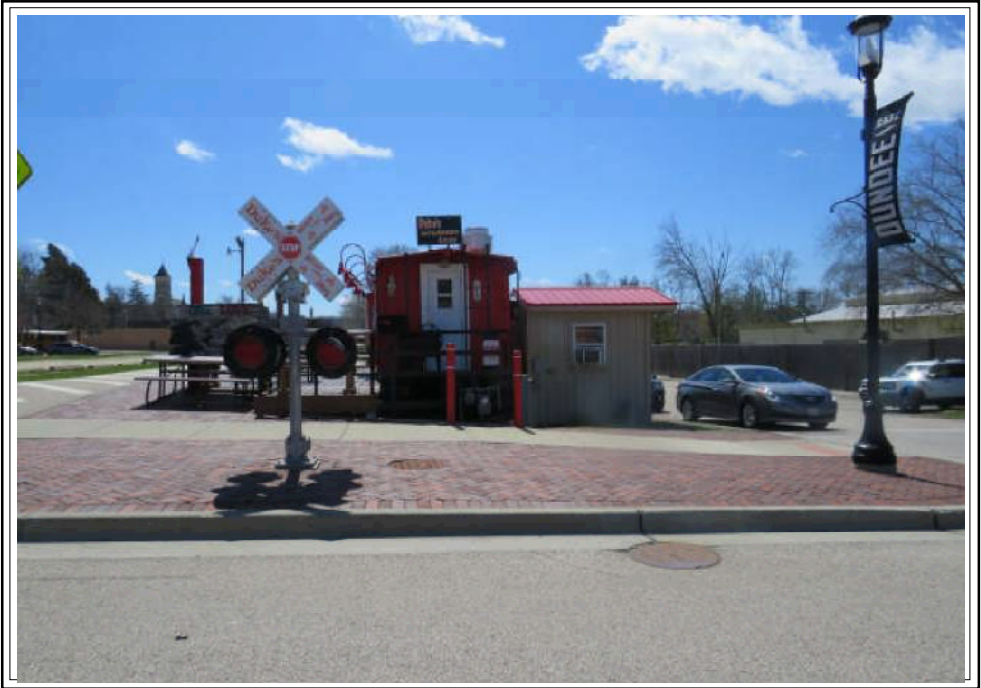
**Additional Comments**

ADDITIONAL CERTIFICATION COMMENT

The compensation for this appraisal assignment is \$900.

<b>APPRAISER:</b>	<b>SUPERVISORY APPRAISER (only if required):</b>
Signature: 	Signature: _____
Name: James W. Leech State Cert. General Appraiser	Name: _____
Date Signed: 04/25/2022	Date Signed: _____
State Certification #: 553.000263	State Certification #: _____
or State License #: _____	or State License #: _____
or Other (describe): _____ State #: _____	State: _____
State: IL	Expiration Date of Certification or License: _____
Expiration Date of Certification or License: 09/30/2023	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: April 14, 2022	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL Zip: 60118
Lender: Village of East Dundee	



Front looking south



Looking south at site



Looking north

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL Zip: 60118
Lender: Village of East Dundee	



Street looking east



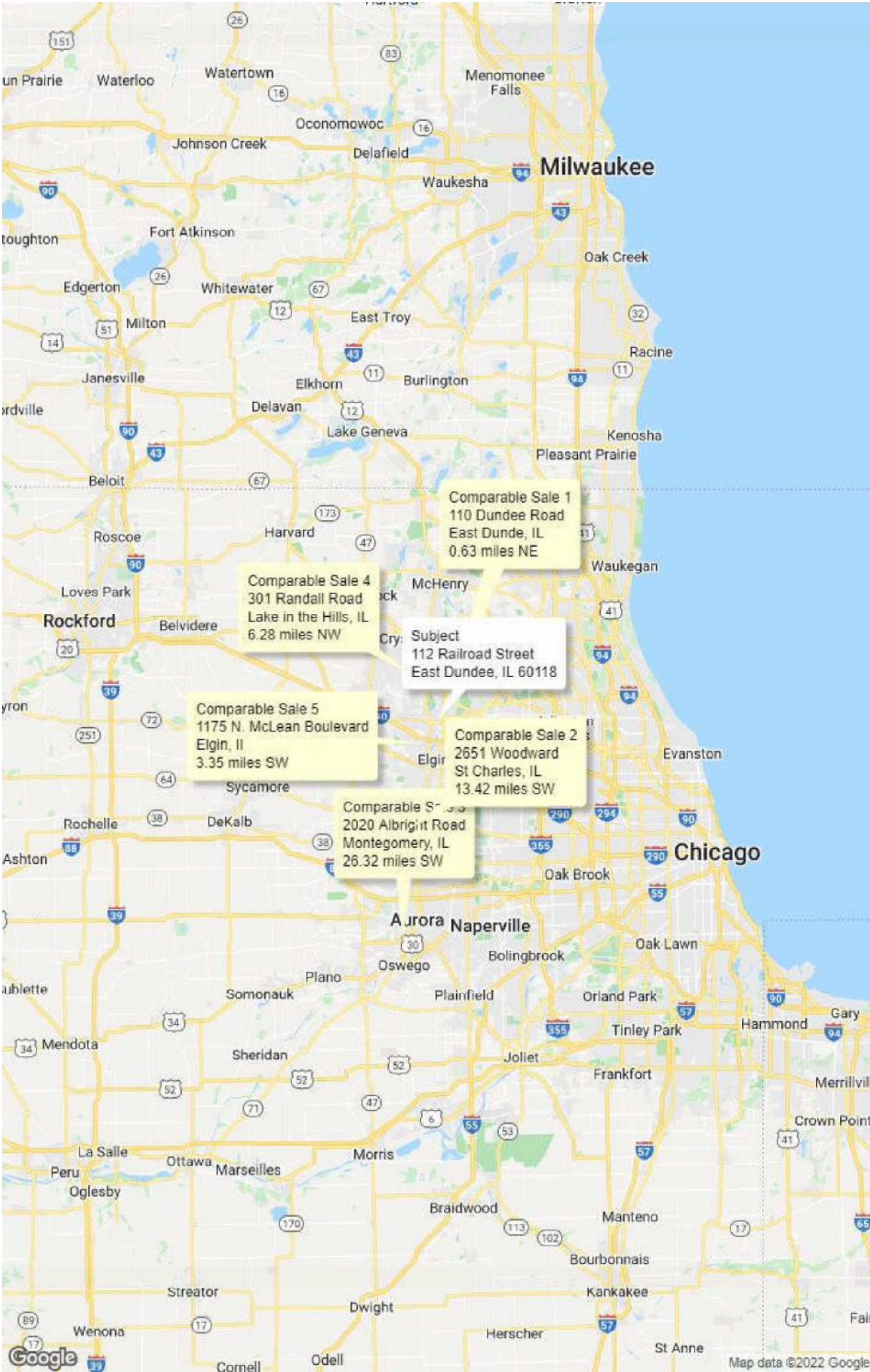
Looking west



Street

LOCATION MAP

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Flood Map

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



FLOOD INFORMATION

Community: VILLAGE OF EAST DUNDEE  
Property is NOT in a FEMA Special Flood Hazard Area  
Map Number: 17089C0157H  
Panel: 17089C0157  
Zone: X  
Map Date: 08-03-2009  
FIPS: 17089  
Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:
  - = Forest
  - = Water

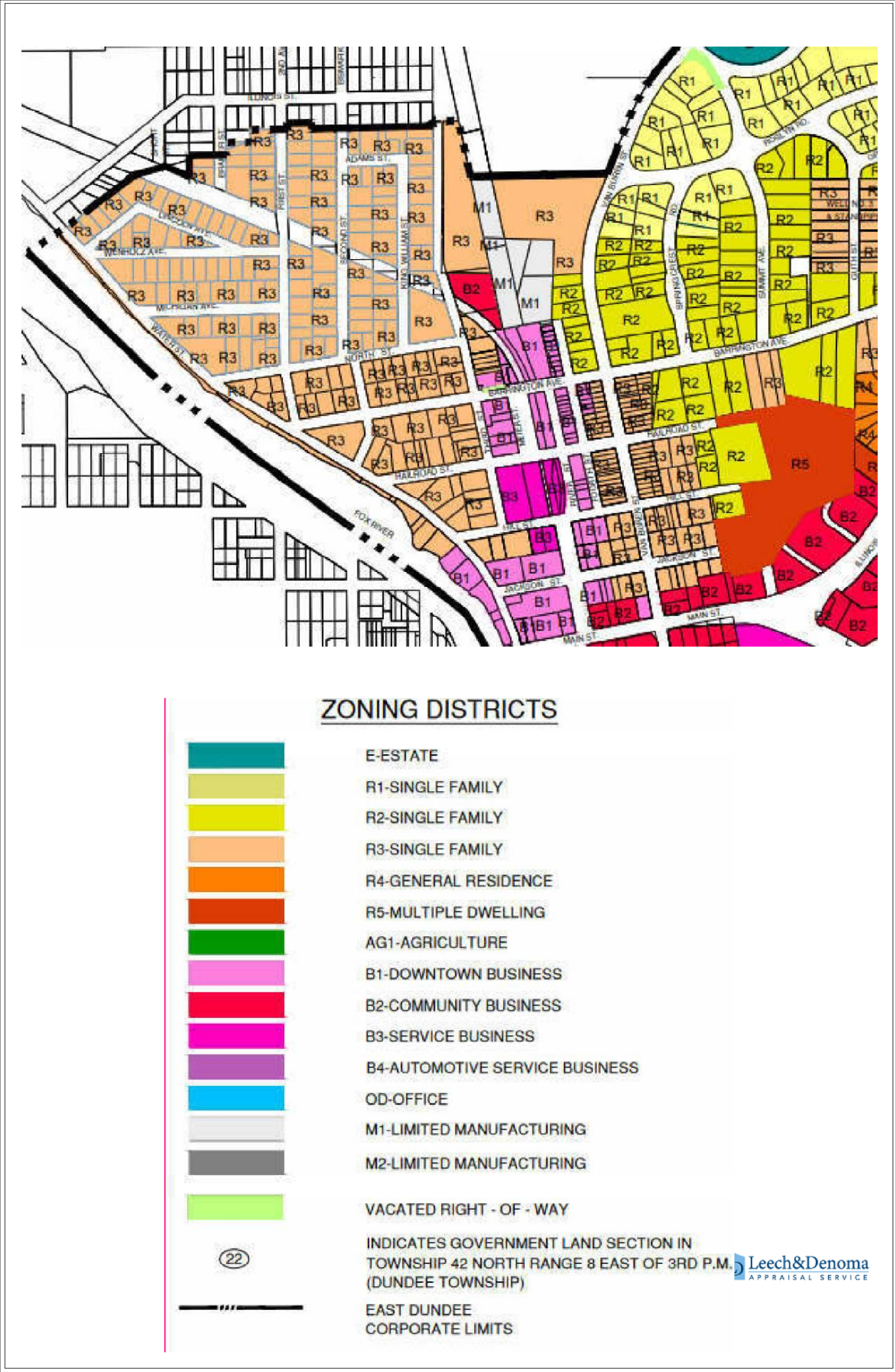
Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118





DECLARATIONS  
for  
REAL ESTATE PROFESSIONAL  
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAB3875761-22      Renewal of: RAB3875761-21  
Program Administrator: Herbert H. Landy Insurance Agency Inc.  
100 River Ridge Drive, Suite 301  
Norwood, MA 02062

Item 1. Named Insured: L&D Appraisal Services Inc dba Leech & Denoma Appraisal Service

Item 2. Address: 1717 Lewis Ave  
City, State, Zip Code: Zion, IL 60099  
Attn:

Item 3. Policy Period: From 01/21/2022 To 01/21/2023  
(Month, Day, Year) (Month, Day, Year)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability: (inclusive of claim expenses):  
A. \$ 1,000,000 Limit of Liability - Each Claim  
B. \$ 1,000,000 Limit of Liability - Policy Aggregate  
C. \$ 500,000 Limit of Liability - Fair Housing Claims  
D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. Deductible: (Inclusive of Claim Expense): \$ 5,000 Each Claim

Item 6. Premium: \$ 1,877.00

Item 7. Retroactive Date (if applicable): Unlimited

Item 8. Forms, Notices and Endorsements attached:  
D43100 (08/19) D43300 IL (05/13) D43444 (03/17) D43411 (05/13) *Rebecca Magnuson*  
D43442 (03/15) D43447 (06/17) D43448 (06/17) D43425 (05/13) Authorized Representative  
D43432 (05/13) D43421 (03/15) D43418 (05/13) D43408 (05/13) IL7324 (07/21)

D43101 (03/15)



\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: Railroad 112 E Dundee

April 25, 2022

Village of East Dundee  
110 Railroad Street  
East Dundee, IL

Borrower :

Invoice # :  
Order Date :  
Reference/Case # : Z623-21  
PO Number : James Leech

112 Railroad Street  
East Dundee, IL 60118

Appraisal Fee	\$	900.00
	\$	-----
Invoice Total	\$	900.00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)
	-----	
Amount Due	\$	900.00

Terms:

Please Make Check Payable To:

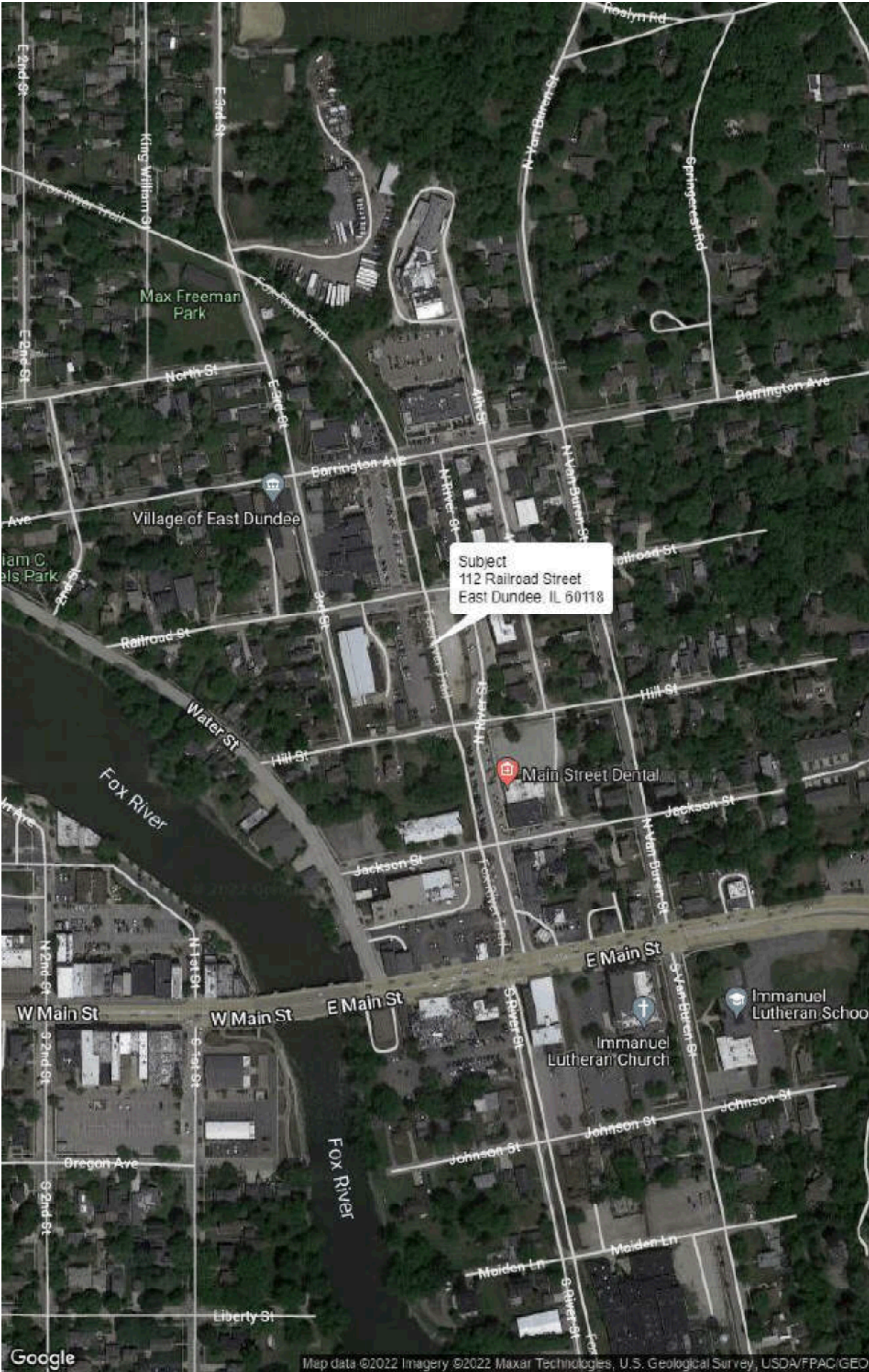
Leech & Denoma Appraisal Service, Inc.  
1717 Lewis Avenue  
Zion, IL 60099

Fed. I.D. #: 36-4542768

Please return one copy of this invoice along with your payment

AERIAL MAP

Borrower: NA	File No.: Railroad 112 E Dundee
Property Address: 112 Railroad Street	Case No.: Z623-21
City: East Dundee	State: IL
Lender: Village of East Dundee	Zip: 60118



Railroad St.:







## Memorandum



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

**From:** Phil Cotter, Director of Public Works

**Subject:** Bonnie Dundee Road Culvert Replacement Project

**Date:** September 19, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution awarding a contract to Scurto Cement Construction Ltd. in the amount of \$36,326.00 for the Bonnie Dundee Road Culvert Replacement Project.

### **Funding Source:**

The Capital Projects Fund (32-36-5900) appropriates \$52,000 for this project.

### **Summary:**

#### *Excavation/Culvert Replacement:*

A 36-inch diameter corrugated metal pipe (culvert) that conveys stormwater beneath Bonnie Dundee Road, just east of the intersection at Ravine Road, has corroded and needs to be replaced. The headwall on the upstream side of the culvert is cracked, deteriorating and also needs to be replaced. This culvert project will need to be completed ahead of this year's Street Improvement Project which involves the resurfacing of Bonnie Dundee Road. The resurfacing is scheduled to be completed in October.

Staff met with numerous contractors to discuss this project involving the replacement of both the culvert and headwall. One general contractor submitted a proposal over \$75,000 and two other general contractors did not submit proposals. Subsequently, staff opted to solicit separate proposals for the two main components of the project – replacing the culvert and replacing the headwall. Staff solicited a proposal from an area contractor to excavate and replace the culvert and recommends awarding this phase of the project to Lake Julian, Inc. in the amount of \$24,000.00. Public Works crews will assist with transporting outgoing spoils and incoming clean stone backfill to the site.

#### *Concrete Headwall:*

Proposals were solicited from three concrete contractors to replace the headwall and are presented as follows:

Scurto Cement Construction	\$36,326.00
West River Concrete, Inc.	\$33,520.00
Landmark Contractors, Inc.	\$30,979.00

Considering the need to complete the culvert project ahead of the resurfacing of Bonnie Dundee Road, it was determined that Scurto Cement Construction has the soonest availability, and their schedule will line up with Lake Julian's excavation schedule. Therefore, staff recommends awarding the replacement of the headwall to Scurto Cement Construction. Scurto Cement did indicate that there is an ongoing regional

shortage of cement, but because this project is relatively small, should not delay the construction of the headwall. Upon approval by the Village Board for the contract for the construction of the headwall, the Village Administrator will approve the contract for the excavation.

Below is a summary of the proposed project:

Excavation/Culvert Replacement - <i>Lake Julian</i>	\$24,000.00
Construction of concrete headwall – <i>Scurto Cement</i>	<u>\$36,326.00</u>
Total =	\$60,326.00

This culvert replacement project is slated to begin on or after September 20 and be completed in early October. The section of Bonnie Dundee Road that will be excavated will be closed to all thru traffic during this project.

**Legislative History:**

Not Applicable

**Attachments:**

- Proposal from Lake Julian
- Proposal from Scurto Cement Construction
- Resolution

Lake Julian Contracting Inc.

65 Northwest Hwy  
Cary, IL 60013

# Proposal

Date	Proposal #
7/12/2022	78

Proposal Submitted To:
Village of East Dundee 120 Barrington Ave East Dundee IL. 60118

We hereby propose to		Total
Bonnie Dundee Rd. and Ravine Rd Culvert replacement  Excavate and remove existing 36" CMP culvert Break up and remove concrete head wall on north side of street Install approximately 40' of new 36" PVC culvert Backfill with Grade 9 supplied by Village of East Dundee  -Excavation material to be disposed at site designated by Village -New concrete headwall by others -Road closure/ Detour signage by others -Blacktop by others -Rerouting of water by others - In case of Utility conflicts in road, extra costs will be time and material -In the case of a significant change in material/ fuel cost price may vary. Will be communicated before start of job		24,000.00
<b>Total</b>		\$24,000.00

Signature \_\_\_\_\_

Payment to be made in full within 30 days. Late payment charges of 2% per month and all collection charges, including reasonable legal fees and costs, will be paid by undersigned for all balances due not paid within 30 days of invoice date. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. It is agreed that all material is to remain the property of Lake Julian Contracting until payment is received in full



389 sola drive, gilberts, illinois 60136  
ph 847 931 7023 \* fax 847 836 4036  
www.scurtocement.com  
AA/EEO EMPLOYER

TO: **VILLAGE OF EAST DUNDEE**

EMAIL: **PCOTTER@EASTDUNDEE.NET**

REV DATE: \_\_\_\_\_

PHONE: **847-844-1256**

FAX: \_\_\_\_\_

REV DATE: \_\_\_\_\_

ATTN: **PHIL COTTER**

REV DATE: \_\_\_\_\_

FROM: **NICK KUBYCHECK, EXT. 249**

DATE: **08/24/22**

PROJECT: **BONNIE DUNDEE DR. CULVERT RETAINING WALL  
EAST DUNDEE, ILLINOIS**

PAGE: **1 of 3**

WE PROPOSE TO FURNISH LABOR & MATERIAL TO COMPLETE THE FOLLOWING

**SITE WORK**

WASHOUT DUMPSTERS  
MAT SLAB RETAINING WALL FOOTING 6 C.Y.  
RETAINING WALL 12 C.Y.  
REBAR (FURNISHED & INSTALLED)  
EXCLUDES EXCAVATION/ BACKFILL

**SITE WORK TOTAL:**

**\$36,326.00**

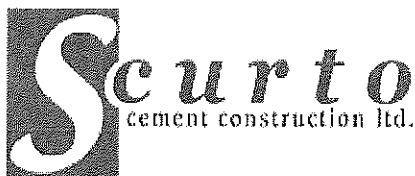
FOLLOWING PLEASE FIND SCOPE CLARIFICATIONS, QUALIFICATIONS AND DRAWING LOG

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



389 sola drive, gilberts, illinois 60136  
ph 847 931 7023 \* fax 847 836 4036  
www.scurtocement.com  
AA/EEO EMPLOYER

TO: **VILLAGE OF EAST DUNDEE**  
EMAIL: **PCOTTER@EASTDUNDEE.NET**  
PHONE: **847-844-1256** FAX:  
ATTN: **PHIL COTTER**  
FROM: **NICK KUBYCHECK, EXT. 249**  
PROJECT: **BONNIE DUNDEE DR. CULVERT RETAINING WALL**  
**EAST DUNDEE, ILLINOIS**

REV DATE: \_\_\_\_\_  
REV DATE: \_\_\_\_\_  
REV DATE: \_\_\_\_\_  
DATE: **08/24/22**  
PAGE: **2 of 3**

### SCOPE CLARIFICATIONS

X = EXCLUDE, INCL. = INCLUDE, N.A. = NOT APPLICABLE, ALT. = ALTERNATE, U.P. = UNIT PRICE

X	R.O.W. WORK PERMITS
INCL.	LICENSES
X	ENGINEERING LAYOUT
X	CONCRETE TESTING
X	SOIL TESTING FORMS 662 & 663
X	M.B.E. / W.B.E. PARTICIPATION
X	CITY RESIDENCY REQUIREMENTS
X	MINORITY / FEMALE LABOR REQUIREMENTS
INCL.	SALES TAX
X	PERFORMANCE BOND
X	BARRICADES / TRAFFIC CONTROL
X	DUST CONTROL
X	EROSION CONTROL
X	WEATHER PROTECTION
X	TEMPORARY DRAINAGE
X	PUMPING OF GROUND WATER
X	HAND COMPACTION
X	DEMOLITION AND REMOVAL
INCL.	CONCRETE PUMPING
INCL.	HOISTING
X	MECH / ELEC. CONC.
X	OVERTIME & WEEKEND WORK
X	WINTER SERVICE (READY MIX) (12/01 - 3/31) FOUNDATION
X	WINTER SERVICE (READY MIX) (12/01 - 3/31) S.O.G.
X	WINTER SERVICE (READY MIX) (12/01 - 3/31) SITE WORK
X	JANUARY 1, 2023 READY MIX INCREASE
X	JUNE 1, 2023 LABOR INCREASE
X	EXCAVATION FOR INTERIOR COL. FTGS.
X	REMOVAL OF COL. FTG. SPOILS (OFF PAD)
X	TRENCHING
X	REMOVAL OF TRENCHING SPOILS
X	FROST CUTTING (TRENCHER)
X	CUTTING WHEEL (COL FTG'S)
X	FROST DEPTH INTERIOR COL. FTGS.
X	EXCAVATION FOR UNDERPINNING

X	LAYOUT FOR EXCAVATOR
X	PERIMETER INSULATION
X	WATER PROOFING
INCL.	REBAR (FURNISHED & INSTALLED)
X	CAISSONS
X	DRAIN TILE
X	UNDERSLAB FILL
X	VAPOR BARRIER 15 MIL POLY
X	ASTM C-309 CURING COMPOUND
X	WWF TO BE PLACED ON CONC. BRICK
X	S.O.G. 1/8" IN. 10'-0"
X	WET CURE
X	CURING COMPOUND (MEDCURE)
X	FLOOR SEALER
X	FLOOR HARDENERS
X	JOINT SEALERS (CAULKING)
X	CHECKER BOARD OF SLAB
X	MECHANICAL PADS (AS NOTED)
X	TOE BOARDS
X	SAFETY RAILS & LINES
X	SHORING
X	CURB
X	LAYOUT FOR CURBING
X	STONE FOR CURBING
X	WALK (PRIVATE)
X	WALK (PUBLIC)
X	FENCE POSTS
X	SIGN POSTS
X	FLAGPOLE BASES
X	LIGHT POLE BASES
X	CONC. ELECTRICAL ENCASEMENT
X	ASHFORD FORMULA
X	LAPIDOLITH
X	WORK PAST 10/31/22



389 sola drive, gilberts, illinois 60136  
ph 847 931 7023 \* fax 847 836 4036  
www.scurtocement.com  
AA/EEO EMPLOYER

TO: **VILLAGE OF EAST DUNDEE**  
EMAIL: **PCOTTER@EASTDUNDEE.NET**  
PHONE: **847-844-1256** FAX:  
ATTN: **PHIL COTTER**  
FROM: **NICK KUBYCHECK, EXT. 249**  
PROJECT: **BONNIE DUNDEE DR. CULVERT RETAINING WALL**  
**EAST DUNDEE, ILLINOIS**

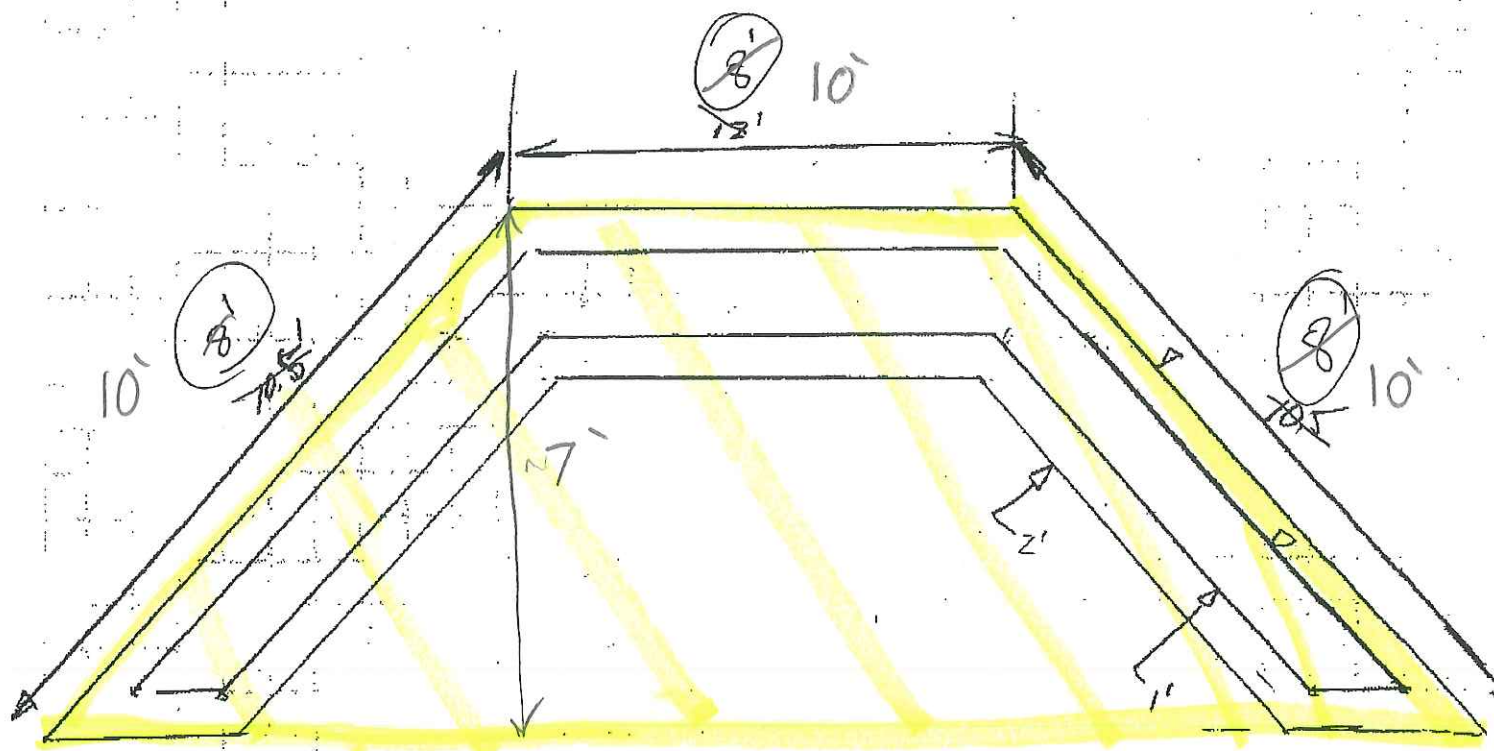
REV DATE  
REV DATE  
REV DATE  
DATE: **08/24/22**  
PAGE: **3 of 3**

### SCOPE QUALIFICATIONS

THE LEVELNESS OF AN ELEVATED DECK SHALL BE SUBJECT TO THE DEFLECTION OF THE SUPPORTING BEAMS.  
SCURTO CEMENT CONSTRUCTION, LTD. RESERVES THE RIGHT TO REVIEW AND MODIFY ALL CONTRACT DOCUMENTS AND INCLUDE SCOPE QUALIFICATION SHEET IN CONTRACT.  
BID VALID FOR (15) DAYS FROM PROPOSAL DATE

N.A. = NOT APPLICABLE, INCL. = INCLUDE, X = EXCLUDED, REQ. = REQUIRED

REQ.	ACCESSIBILITY TO BLDG.
INCL.	LINED DUMPSTERS (FOR CONCRETE WASH OUT)
X	LANE CLOSURE FEES
X	FEE FOR OPERATING EQUIPMENT IN THE PUBLIC WAY
X	TESTING & SAFETY REQUIREMENTS DUE TO POTENTIAL HAZARDS IN SOILS
INCL.	NORMAL WEIGHT CONCRETE (145 PSF)
X	LIGHT WEIGHT CONCRETE (115 PSF)
X	HEAVY WEIGHT CONCRETE ( )
	STRENGTH OF CONCRETE
4000	STRENGTH OF CONCRETE
	BAG MIX
5.5	BAG MIX
	BAG MIX
REQ.	55 DEG. MINIMUM TEMP. REQ. FOR FLOOR SLAB PLACEMENT
X	DECKS POURED UTILIZING (MEP BANGER HANGERS)
REQ.	MOUNTING HOLES FOR EMBED ITEMS
1%	CALCIUM CHLORIDE (INT. S.O.G.)
REQ.	SEALED ROOF ON BUILDNG
REQ.	TEMPORARY LIGHTING
REQ.	TEMPORARY HEATING
INCL.	INSURANCE UMBRELLA (NOT TO EXCEED \$10,000,000.00)
CA-6	SUB-BASE TYPE (BY OTHERS)
N/A	FF#
N/A	FL#
N/A	FMIN#
X	PROBLEMS RELATED TO ADHESIVE CARPET OR TILE
INCL.	DELAMINATION REMEDIATED VIA RE-PROFILING



- Area of proposed mat Slab

PLAN VIEW

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
AWARDING A CONTRACT TO SCURTO CEMENT CONSTRUCTION LTD. IN THE  
AMOUNT OF \$36,326.00 FOR THE BONNIE DUNDEE ROAD CULVERT  
REPLACEMENT PROJECT**

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

**WHEREAS**, the Village maintains and improves its storm water management system: and

**WHEREAS**, Village Staff recommends the approval of the Scurto Cement Construction Ltd. ("Scurto Cement") proposal in the amount of \$36,326.00 for the installation of a headwall on the upstream side of the Bonnie Dundee Road culvert; and

**WHEREAS**, the Village's corporate authorities determine that is in the Village's best interest to retain Scurto Cement for the installation of a headwall on the upstream side of the Bonnie Dundee Road culvert;

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

**SECTION 1:** The Village's corporate authorities approve Scurto Cement's proposal for the installation of a headwall on the upstream side of the Bonnie Dundee Road culvert in the amount of \$36,326.00 and further authorize and direct the President or Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

**ADOPTED** this 19<sup>th</sup> day of September, 2022, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2022.

## Memorandum



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

**From:** Phil Cotter, Director of Public Works

**Subject:** 4<sup>th</sup> Street Improvement and Pavement Patching Project Contract

**Date:** September 19, 2022

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution awarding the bid to Schroeder Asphalt Services, Inc. (P.O. Box 831, Huntley, Illinois 60142) for the 4<sup>th</sup> Street Improvement and Pavement Patching Project in the amount of \$204,833.69.

### **Funding Source:**

The Capital Projects Fund (32-31-6090) of the FY 2023 Budget appropriates \$140,000 for improvements to 4<sup>th</sup> Street and \$25,000 for pavement patching. The \$140,000 for the 4<sup>th</sup> Street improvements includes \$20,000 for design and construction engineering. A small portion of the project (approximately \$6,000) is associated with a sanitary sewer repair and will be charged to the Water and Sewer Fund.

The 4<sup>th</sup> Street Improvement portion of the project was initially budgeted in the Motor Fuel Tax Fund but was reallocated to the Capital Projects Fund per the memorandum presented to the Village Board at their regular May 16, 2022 meeting. Click [here](#) for a link to that packet.

### **Summary:**

This project will involve the installation and replacement of curb and gutter, storm sewer improvements, sanitary sewer repair, and the resurfacing of 4<sup>th</sup> Street, from Barrington Avenue to Railroad Street. Also included with this project is pavement patching at various locations throughout the Village.

On August 22, 2022, the Village received and opened three (3) bids for this project. As indicated in the Village Engineer's summary memorandum, attached hereto, the low bidder is Schroeder Asphalt Services with a bid of \$204,833.69. Also attached for reference is the tabulation of bids. Schroeder's bid comes in over budget by approximately \$60,000 for this entire project. This overage is primarily due to increases in materials costs. There are sufficient funds in the Capital Projects Fund for the overage associated with this project.

Therefore, staff concurs with the Village Engineer's recommendation to award a contract to Schroeder Asphalt Services for the 4th Street Improvement and Pavement Patching Project in the amount of \$204,833.69.

It is important to also mention that staff is soliciting proposals to replace four existing lead water services within the limits of the 4<sup>th</sup> Street Improvement Project. This work will occur prior to making the improvements to 4<sup>th</sup> Street and will prevent the need for future street openings associated with replacing lead water services.

**Attachments:**

- Memorandum from Gerald L. Heinz & Associates
- Tabulation of Bids
- Resolution



## Gerald L. Heinz & Associates, Inc.

*Consulting Engineers and Professional Land Surveyors*

### **MEMORANDUM**

DATE: September 7, 2022

TO: Village President and Village Trustees

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: 4<sup>th</sup> Street Improvements & Patching Project

Job No. ED-2262

Bids were opened on the 4<sup>th</sup> Street Improvements & Patching Project at 9:00 A.M. on August 22<sup>nd</sup>. Three (3) bids were received, ranging from the low bid of \$204,833.69 to a high bid of \$224,640.19. A tabulation of bids is included with this memo for your information. The lowest bid was received from Schroeder Asphalt Services, Inc. of Huntley, Illinois. Their bid is approximately 32% above our engineer's estimate of construction costs of \$155,536.00. The budget for the 4<sup>th</sup> Street Improvement is \$140,000 and \$25,000 for road patching which includes design engineering, construction and construction engineering. The project is budgeted through the Capital Projects Fund.

If the funds are available, we would recommend that the Village Board award the contract to the lowest responsible bidder, Schroeder Asphalt Services, Inc. by the following action:

1. Move to award the 4<sup>th</sup> Street Improvements & Patching Project contract to Schroeder Asphalt Services, Inc. in the amount of \$204,833.69; and
2. Authorize the Village President and Clerk to execute the contract documents and all other forms required during the course of the project.

Schroeder Asphalt Services, Inc. is prequalified with IDOT for this type of work. We have worked with this contractor before on several street maintenance programs and have not had any issues with their work.

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

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



## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
Village of East Dundee	Kane	ED-2262	08/22/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$155,536.00	Phil Cotter, Dir. of Public Works

Bidder's Name	Schroeder Asphalt Services, Inc.	Chicagoland Paving	A. Lamp Concrete Contractors, Inc.
Bidder's Address	P.O. Box 831	225 Telser Rd	1900 Wright Blvd
City, State, Zip	Huntley, IL 60142	Lake Zurich, IL 60047	Schaumburg, IL 60193
Proposal Guarantee	5%	5%	5%
Terms			

### Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Driveway Pavement Removal		Sq. Yd.	107	\$19.0000	\$2,033.00	\$26.0000	\$2,782.00	\$15.0000	\$1,605.00	\$16.0000	\$1,712.00
2	Sidewalk Removal		Sq. Ft.	1515	\$4.0000	\$6,060.00	\$6.0000	\$9,090.00	\$1.5000	\$2,272.50	\$2.0000	\$3,030.00
3	Combination Curb & Gutter											
	Removal		Lin. Ft.	317	\$12.0000	\$3,804.00	\$14.0000	\$4,438.00	\$5.0000	\$1,585.00	\$9.0000	\$2,853.00
4	Hot-Mix Asphalt Surface											
	Removal		Sq. Yd.	1060	\$3.0000	\$3,180.00	\$7.0000	\$7,420.00	\$7.5000	\$7,950.00	\$8.0000	\$8,480.00
5	Earth Excavation		Cu. Yd.	44	\$35.0000	\$1,540.00	\$145.0000	\$6,380.00	\$45.0000	\$1,980.00	\$56.0000	\$2,464.00
6	Sanitary Sewer, 8" PVC,											
	SDR 26		Lin. Ft.	4	\$2,500.0000	\$10,000.00	\$1,150.0000	\$4,600.00	\$1,100.0000	\$4,400.00	\$1,350.0000	\$5,400.00
7	Trench Backfill		Cu. Yd.	48	\$32.0000	\$1,536.00	\$52.0000	\$2,496.00	\$49.0000	\$2,352.00	\$30.0000	\$1,440.00
8	Topsoil Furnish and Place, 4"		Sq. Yd.	51	\$10.0000	\$510.00	\$50.0000	\$2,550.00	\$10.0000	\$510.00	\$16.0000	\$816.00
9	Seeding, Class 1A		Sq. Yd.	51	\$15.0000	\$765.00	\$9.5000	\$484.50	\$10.0000	\$510.00	\$9.0000	\$459.00
10	Erosion Control Blanket		Sq. Yd.	51	\$5.0000	\$255.00	\$10.0000	\$510.00	\$5.0000	\$255.00	\$9.0000	\$459.00
11	Inlet Filters		Each	1	\$150.0000	\$150.00	\$350.0000	\$350.00	\$150.0000	\$150.00	\$125.0000	\$125.00
12	Aggregate Base Course,											
	Type B		Ton	23	\$25.0000	\$575.00	\$52.0000	\$1,196.00	\$35.0000	\$805.00	\$35.0000	\$805.00
13	Bituminous Materials (Prime											

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Coat)		Lbs.	2519	\$1.0000	\$2,519.00	\$0.0100	\$25.19	\$0.0100	\$25.19	\$0.0100	\$25.19
14	Hot-Mix Asphalt Binder											
	Course, IL-19.0, N50		Ton	130	\$95.0000	\$12,350.00	\$150.0000	\$19,500.00	\$125.0000	\$16,250.00	\$170.0000	\$22,100.00
15	Hot-Mix Asphalt Surface											
	Course, Mix "D", IL-9.5, N50		Ton	126	\$100.0000	\$12,600.00	\$170.0000	\$21,420.00	\$237.9000	\$29,975.40	\$250.0000	\$31,500.00
16	Combination Concrete Curb											
	& Gutter, Type B6.12		Lin. Ft.	636	\$38.0000	\$24,168.00	\$40.0000	\$25,440.00	\$50.0000	\$31,800.00	\$38.0000	\$24,168.00
17	Portland Cement Concrete											
	Sidewalk, 5"		Sq. Ft.	2106	\$7.5000	\$15,795.00	\$10.5000	\$22,113.00	\$11.2500	\$23,692.50	\$10.0000	\$21,060.00
18	Manholes, Type A, 4' Dia.,											
	Type 1 Closed Lid		Each	1	\$3,500.0000	\$3,500.00	\$5,150.0000	\$5,150.00	\$5,000.0000	\$5,000.00	\$7,000.0000	\$7,000.00
19	Catch Basins, Type C, 2' Dia.											
	Type 11 Frame & Grate		Each	1	\$1,500.0000	\$1,500.00	\$5,050.0000	\$5,050.00	\$4,950.0000	\$4,950.00	\$4,000.0000	\$4,000.00
20	Storm Sewer, PVC SDR26,											
	6"		Lin. Ft.	108	\$50.0000	\$5,400.00	\$69.0000	\$7,452.00	\$66.0000	\$7,128.00	\$110.0000	\$11,880.00
21	Storm Sewer, PVC SDR26,											
	8"		Lin. Ft.	116	\$55.0000	\$6,380.00	\$79.0000	\$9,164.00	\$76.0000	\$8,816.00	\$114.0000	\$13,224.00
22	Storm Sewer, PVC SDR26,											
	10"		Lin. Ft.	158	\$60.0000	\$9,480.00	\$96.0000	\$15,168.00	\$93.0000	\$14,694.00	\$115.0000	\$18,170.00
23	Filling Catch Basins		Each	1	\$500.0000	\$500.00	\$715.0000	\$715.00	\$665.0000	\$665.00	\$550.0000	\$550.00
24	PVC SDR26, 8" x 6" Wye		Each	7	\$125.0000	\$875.00	\$270.0000	\$1,890.00	\$245.0000	\$1,715.00	\$450.0000	\$3,150.00
25	PVC SDR26, 10"x6" Wye		Each	4	\$150.0000	\$600.00	\$440.0000	\$1,760.00	\$400.0000	\$1,600.00	\$675.0000	\$2,700.00
26	PVC SDR26, 90° Bend		Each	12	\$100.0000	\$1,200.00	\$90.0000	\$1,080.00	\$84.0000	\$1,008.00	\$375.0000	\$4,500.00
27	8" PVC Cleanout		Each	1	\$500.0000	\$500.00	\$1,050.0000	\$1,050.00	\$975.0000	\$975.00	\$2,650.0000	\$2,650.00
28	Thermoplastic Pavement											
	Marking, 4" Line		Lin. Ft.	528	\$2.5000	\$1,320.00	\$2.0000	\$1,056.00	\$5.7500	\$3,036.00	\$5.7500	\$3,036.00
29	Thermoplastic Pavement											
	Marking, 6" Line		Lin. Ft.	126	\$3.5000	\$441.00	\$4.0000	\$504.00	\$10.2500	\$1,291.50	\$9.0000	\$1,134.00
30	Washout Basin		Each	1	\$1,000.0000	\$1,000.00	\$1,000.0000	\$1,000.00	\$1,000.0000	\$1,000.00	\$750.0000	\$750.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
31	Pavement Patching, Type III,											
	2"		Sq. Yd.	500	\$25.0000	\$12,500.00	\$23.0000	\$11,500.00	\$30.0000	\$15,000.00	\$25.0000	\$12,500.00
32	Pavement Patching, Type III,											
	2"		Sq. Yd.	500	\$25.0000	\$12,500.00	\$23.0000	\$11,500.00	\$30.0000	\$15,000.00	\$25.0000	\$12,500.00
<b>Total Bid:</b>							As Read:					
							As Calculated:	\$204,833.69	\$207,996.09	\$224,640.19		
							% Over/Under:	31.70 %	33.73 %	44.43 %		

RESOLUTION NUMBER \_\_\_\_-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
AWARDING A BID TO SCHROEDER ASPHALT SERVICES, INC. IN THE AMOUNT  
OF \$204,833.69 FOR THE 4<sup>TH</sup> STREET IMPROVEMENT AND PAVEMENT  
PATCHING PROJECT**

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

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

**WHEREAS**, Village Staff recommends the approval of the Schroeder Asphalt Services ("Schroeder Asphalt") bid in the amount of \$204,833.69 for improvements to 4<sup>th</sup> Street, between Barrington Avenue and Railroad Street, and pavement patching throughout the Village; and

**WHEREAS**, the Village's corporate authorities determine that is in the Village's best interest to retain Schroeder Asphalt for improvements to 4<sup>th</sup> Street and pavement patching;

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

**SECTION 1:** The Village's corporate authorities approve Schroeder Asphalt's bid/agreement for for improvements to 4th Street and pavement patching in the amount of \$204,833.69 and further authorize and direct the President or Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

**ADOPTED** this 19<sup>th</sup> day of September, 2022, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2022.

## Memorandum



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

**From:** Erika Storlie, Village Administrator

**Subject:** Letter of Credit - PAL Land

**Date:** September 19, 2022

---

**Action Requested:**

Staff recommends Village Board approval of a letter of credit from PAL Land (250 Patricia, East Dundee, IL) in the amount of \$35,608.08 from Wintrust Bank to replace an existing letter of credit from Republic Bank.

**Funding Source:**

n/a

**Summary:**

PAL Land is changing their bank and as part of that process a new letter of credit from their new bank needs to be approved by the Village Board. The Letter of Credit covers an unanticipated maintenance of the water main and other public improvement related to the construction of 250 Patricia Lane. Once the new letter of credit is approved, staff will cancel the Republic Bank letter of credit.

**Attachments:**

- New Letter of Credit (Wintrust Bank)
- Existing Letter of Credit (Republic Bank)

**APPLICANT:**

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

**BENEFICIARY:**

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

**ISSUED BY:**

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

**AMOUNT:** USD35,628.08

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

**LETTER OF CREDIT ISSUE DATE: SEPTEMBER 6, 2022**

**EXPIRATION DATE: SEPTEMBER 5, 2023**

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

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

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

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

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

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

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

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

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

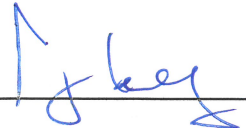
THIS DOCUMENTARY LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" UCP600 (2007 REVISION).

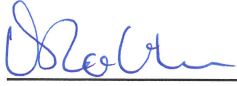
ANY REFERENCE IN THIS LETTER OF CREDIT TO THE AGREEMENT IS FOR IDENTIFICATION PURPOSES ONLY, AND SUCH AGREEMENT DOES NOT FORM A PART OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

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

**BARRINGTON BANK & TRUST COMPANY, N.A.**

  
\_\_\_\_\_  
TITLE: vice president  
DATE: Sept 6, 2022

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



**Republic Bank**

April 19, 2022

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

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

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

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

**Issued:** October 26, 2020

**Current Expiration Date:** October 26, 2022

To Whom It May Concern:

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

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

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

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

Sincerely,

Irene M. Shamma  
Assistant Vice President  
Letter of Credit Coordinator

/ims

**Republic Bank**

2221 Camden Court, Oak Brook, IL 60523

p: 630.570.7700

RBankChicago.com

MEMBER  
**FDIC**  
EQUAL  
HOUSING  
LENDER  
NMLS ID  
#405488

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>AFLAC</b>					
090122	AFLAC	09/01/2022	677.18		27-01-2215
Total AFLAC:			677.18		
<b>ALIANO'S RESTAURANT</b>					
092422	2022 EVENT DEP REFUND	08/24/2022	200.00		01-01-2030
Total ALIANO'S RESTAURANT:			200.00		
<b>ALPHA MEDIA LLC</b>					
092322	OKT FEST	09/23/2022	2,850.00		01-37-5290
Total ALPHA MEDIA LLC:			2,850.00		
<b>AMS MECHANICAL SYSTEMS, INC</b>					
9936-1A	HVAC - POLICE	08/11/2022	23.29		01-21-5121
9936-2A	POLICE HVAC SERVICE	09/25/2022	512.00		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC:			535.29		
<b>ANVIL CLUB</b>					
082422	SUMMER 2022 EVENT DEP REF	08/24/2022	200.00		01-01-2030
Total ANVIL CLUB:			200.00		
<b>ASCAP</b>					
082022	ASCAP LICENSE 2023	08/20/2022	408.00		01-37-5410
Total ASCAP:			408.00		
<b>ASSOCIATED PROPERTY COUNSELORS, LTD</b>					
2022-128	PROPERTY APPRAISALS	08/30/2022	3,500.00		39-01-5230
Total ASSOCIATED PROPERTY COUNSELORS, LTD:			3,500.00		
<b>AT&amp;T</b>					
080422	ATT W/S	08/04/2022	224.30		60-33-5320
Total AT&T:			224.30		
<b>BAKER BALLISTICS, LLC</b>					
20267	BALLISTIC SHEILDS	08/12/2022	9,996.00		01-21-5940
Total BAKER BALLISTICS, LLC:			9,996.00		
<b>BEVERLY MATERIALS INC.</b>					
281689	STONE FOR ROAD BACKFILL	08/13/2022	188.36		01-31-5150
281690	STONE FOR PW YARD INVENT	08/13/2022	317.90		01-31-5150
Total BEVERLY MATERIALS INC.:			506.26		
<b>Black &amp; Grey Brewing Co.</b>					
082424	SUMMER 2022 EVENT DEP REF	08/24/2022	100.00		01-01-2030
Total Black & Grey Brewing Co.:			100.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>BLUE CROSS BLUE SHIELD</b>					
090122	BCBS ADMIN	09/01/2022	4,842.45		01-12-5060
090122	BCBS FIN	09/01/2022	648.93		01-14-5060
090122	BCBS PD	09/01/2022	22,287.77		01-21-5060
090122	BCBS BLDG	09/01/2022	1,760.21		01-25-5060
090122	BCBS PW	09/01/2022	5,419.40		01-31-5060
090122	BCBS EMP CONTRIB	09/01/2022	4,236.43		27-01-2207
090122	BCBS COBRA	09/01/2022	1,946.78		27-01-2210
090122	BCBS RETIREES	09/01/2022	7,241.18		27-01-2210
090122	BCBS WTR/SWR	09/01/2022	6,954.47		60-33-5060
Total BLUE CROSS BLUE SHIELD:			55,337.62		
<b>BRANDISS MARTIN C/O PETTY CASH - PD</b>					
051922	KCPA LUNCHEON	05/19/2022	20.00		01-21-5420
061522	SUPPLIES	06/15/2022	1.72		01-21-5630
Total BRANDISS MARTIN C/O PETTY CASH - PD:			21.72		
<b>BRANDISS MARTIN C/O PETTY CASH - VH</b>					
061322	FED EX	06/13/2022	10.80		01-14-5680
061322	COOKIES - FLAG DAY	06/13/2022	12.97		01-37-5631
Total BRANDISS MARTIN C/O PETTY CASH - VH:			23.77		
<b>CAPITAL ONE</b>					
1643647959	WDW EVENT	08/07/2022	64.45		01-37-5631
Total CAPITAL ONE:			64.45		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4128661215	FLOOR MATS - VH	08/17/2022	28.02		01-12-5110
4130048218	MATS - VH	08/31/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			56.04		
<b>CLARK HILL PLC</b>					
1233479	LEGAL SERV	08/24/2022	426.00		01-21-5230
Total CLARK HILL PLC:			426.00		
<b>CLOWNING AROUND ENTERTAINMENT, INC</b>					
071922	OKT FEST INFLATABLES	07/19/2022	2,942.00		01-37-5330
Total CLOWNING AROUND ENTERTAINMENT, INC:			2,942.00		
<b>COLLEGE OF DUPAGE</b>					
14217	TRAINING	08/19/2022	3,834.60		01-21-5430
Total COLLEGE OF DUPAGE:			3,834.60		
<b>COM ED</b>					
081122	COM ED VH	08/11/2022	31.36		01-31-5510
081122	COM ED	08/11/2022	67.45		28-01-5510
Total COM ED:			98.81		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>COMED</b>					
080822	COM ED VILLAGE	08/08/2022	1,790.03		28-01-5510
Total COMED:			1,790.03		
<b>DC COBBS EAST DUNDEE</b>					
082422	SUMMER 2022 EVENT DEP REF	08/24/2022	200.00		01-01-2030
Total DC COBBS EAST DUNDEE:			200.00		
<b>DOEDERLEIN, DELORIS</b>					
0323314007 #1	2ND INST PMT- RENT	08/26/2022	1,500.00		01-25-5530
0323314007 #1	2ND INST TAX INST PMT	08/26/2022	3,774.74		01-25-5530
0323314007 #1	2ND TAX INST PMT	08/26/2022	6,698.25		01-25-5530
Total DOEDERLEIN, DELORIS:			11,972.99		
<b>DON HEDEKER</b>					
031622	POLKAHOLICS	03/16/2022	1,200.00		01-37-5290
Total DON HEDEKER:			1,200.00		
<b>DUNDEE MARATHON</b>					
5100562	WDW ICE	08/10/2022	4.39		01-37-5631
5100566	WDW ICE	08/25/2022	6.25		01-37-5631
Total DUNDEE MARATHON:			10.64		
<b>DUNDEE NAPA AUTO PARTS</b>					
421118	PW VEHICLE	08/11/2022	10.39		01-31-5120
Total DUNDEE NAPA AUTO PARTS:			10.39		
<b>DUNDEE TOWNSHIP</b>					
081822	NEW FLOORING SUMMIT SCHO	08/18/2022	3,047.48		01-31-5197
Total DUNDEE TOWNSHIP:			3,047.48		
<b>DW-SERVANT FUND (EAST DUNDEE) LLC</b>					
082522	BDD REV DUNDEE GATEWAY	08/25/2022	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
<b>EAST DUNDEE FIRE</b>					
080322	EDFD PLAN REVIEW FEES	01/05/2092	700.00		01-01-1112
1577	EDFD PLAN REVIEW FEES	06/02/2022	1,350.00		01-01-1112
1588	EDFD PLAN REVIEW FEES	08/03/2022	500.00		01-01-1112
1593	EDFD PLAN REVIEW FEES	08/03/2022	1,200.00		01-01-1112
1594	EDFD PLAN REVIEW FEES	08/03/2022	200.00		01-01-1112
1595	EDFD PLAN REVIEW FEES	08/03/2022	477.50		01-01-1112
Total EAST DUNDEE FIRE:			4,427.50		
<b>EASTSIDE CAFE</b>					
082422	SUMMER 2022 EVENT DEP REF	08/24/2022	200.00		01-01-2030

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EASTSIDE CAFE:			200.00		
<b>ELGIN AREA CONVENTION</b>					
6265	HALF PAGE ADD IN ELGIN MAIL	08/17/2022	759.00		01-12-5330
Total ELGIN AREA CONVENTION:			759.00		
<b>ELGIN KEY &amp; LOCK CO. INC.</b>					
221463	VH STORAGE ROOM KEY	08/30/2022	3.05		01-12-5110
Total ELGIN KEY & LOCK CO. INC.:			3.05		
<b>FLOOD BROTHERS</b>					
6295507	DISPOSAL OF MATERIALS	08/05/2022	1,075.00		01-31-5570
080822	REFUSE COLLECTION	08/08/2022	21,937.19		01-33-5180
Total FLOOD BROTHERS:			23,012.19		
<b>GOLDEN WEST INDUSTRIAL SUPPLY</b>					
2115182	LED FLARES	08/09/2022	351.16		01-21-5130
Total GOLDEN WEST INDUSTRIAL SUPPLY:			351.16		
<b>GRAINGER, INC.</b>					
9422903832	DEPOT DOOR HOLDER	08/24/2022	39.04		01-31-5196
Total GRAINGER, INC.:			39.04		
<b>HAWKINS, INC.</b>					
6264504	WATER CHEMICALS	08/15/2022	140.00		60-33-5650
6266373	W CHEMICALS	08/11/2022	2,270.92		60-33-5650
6260892	WW CHEMICALS	08/05/2022	4,036.28		60-33-5651
Total HAWKINS, INC.:			6,447.20		
<b>HELPING HAND IT</b>					
22-40891	IT SERVICES	08/11/2022	70.00		01-12-5286
22-40935	IT SERVICES	08/19/2022	280.00		01-12-5286
22-40935	TABLET FOR DETECTIVE	08/19/2022	255.00		01-21-5611
Total HELPING HAND IT:			605.00		
<b>HI FI EVENTS INC</b>					
032222	SOUND/ LIGHTING	03/22/2022	2,300.00		01-37-5290
Total HI FI EVENTS INC:			2,300.00		
<b>HOME DEPOT</b>					
081222	VH HORNET SPRAY	08/12/2022	6.97		01-12-5110
081222	UMBRELLA STAND DEPOT	08/12/2022	39.98		01-31-5196
081222	UMBRELLA STAND DEPOT	08/12/2022	79.96		01-31-5196
081222	SPRAYER CLEAN UP	08/12/2022	110.05		01-31-5630
081222	SPRAYER CLEAN UP	08/12/2022	24.90		01-31-5630
081222	MEASURING TAPE	08/12/2022	11.97		01-31-5640
081222	WATER DEPT TOOLS	08/12/2022	51.91		60-33-5640

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HOME DEPOT:			325.74		
<b>ILEAS</b>					
11316 - R	ILEAS DUES	07/01/2022	120.00		01-21-5410
Total ILEAS:			120.00		
<b>ILLINOIS PUBLIC RISK FUND</b>					
72524	W/C ADMIN	08/15/2022	604.28		01-12-5520
72524	W/C FIN	08/15/2022	202.76		01-14-5520
72524	W/C PD	08/15/2022	2,534.50		01-21-5520
72524	W/C BLDG	08/15/2022	253.45		01-25-5520
72524	W/C W/S	08/15/2022	506.90		01-31-5520
72524	W/C PW	08/15/2022	963.11		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			5,065.00		
<b>INDESTRUCTO RENTAL COMPANY, INC</b>					
011722 - 1	OCTOBER FEST STAGE	01/17/2022	5,265.00		01-37-5330
Total INDESTRUCTO RENTAL COMPANY, INC:			5,265.00		
<b>ITRON, INC</b>					
627497	MAINTENANCE AGREE	08/12/2022	6,661.87		60-33-5290
Total ITRON, INC:			6,661.87		
<b>J.G. UNIFORMS, INC</b>					
103234	UNIFORM	08/23/2022	429.99		01-21-5080
103286	UNIFORM SD	08/23/2022	440.50		01-21-5080
103287	UNIFORM KL/DD	08/23/2022	870.80		01-21-5080
Total J.G. UNIFORMS, INC:			1,741.29		
<b>JAMES KRUEGER</b>					
083022	PODIUM	08/30/2022	58.41		01-21-5630
Total JAMES KRUEGER:			58.41		
<b>JOHN NEWTON HARP III</b>					
081622	WURST KASE SCENARIO	08/16/2022	1,150.00		01-37-5290
Total JOHN NEWTON HARP III:			1,150.00		
<b>Joseph Rybialek</b>					
081622	MILEAGE & MEALS TRAININ	08/16/2022	65.08		01-21-5420
082522	MILEAGE & MEALS TRAININ	08/25/2022	42.66		01-21-5420
Total Joseph Rybialek:			107.74		
<b>KEVIN LAWSON</b>					
080922	TRAINING MILEAGE	08/09/2022	49.25		01-21-5420
081822	TRAINING MILEAGE	08/18/2022	47.63		01-21-5420
Total KEVIN LAWSON:			96.88		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>KLEIN, THORPE AND JENKINS, LTD</b>					
081322	PROFESSIOINAL SERVICES	08/13/2022	4,819.27		01-12-5230
081322	POLICE LEGAL SERV	08/13/2022	1,732.50		01-21-5230
081322	DUNDEE CROSSING TIF	08/13/2022	1,485.00		38-01-5230
081322	COOK COUNTY TIF	08/13/2022	157.50		47-01-5230
081322	590 HEALY RD	08/13/2022	90.00		85-01-2395
Total KLEIN, THORPE AND JENKINS, LTD:			8,284.27		
<b>KURITA AMERICA INC.</b>					
700793	WTP OPER SUPPLIES	08/11/2022	3,081.60		60-33-5130
Total KURITA AMERICA INC.:			3,081.60		
<b>LAKE JULIAN CONTRACTING INC</b>					
1125	VAC CLEAN LIONS PARK	08/29/2022	1,575.00		01-31-5140
1125	BBOX LOCATE 120 KING WILLIA	08/29/2022	700.00		60-33-5140
Total LAKE JULIAN CONTRACTING INC:			2,275.00		
<b>LAUDERDALE ELECTRIC, INC.</b>					
8563-F	TROUBLESHOOT SOLAR SYST	08/22/2022	290.00		01-21-5121
Total LAUDERDALE ELECTRIC, INC.:			290.00		
<b>LAW ENFORCEMENT RECORDS MANAGERS OF IL</b>					
082222	LERMI - AV	08/22/2022	40.00		01-21-5410
Total LAW ENFORCEMENT RECORDS MANAGERS OF IL:			40.00		
<b>LURVEY LANDSCAPE SUPPLY</b>					
S7-10019937-0	DEPOT PAVER PROJECT	08/22/2022	91.98		34-01-5945
T7-10121923	DEPOT PAVER PROJECT	08/22/2022	105.00		34-01-5945
Total LURVEY LANDSCAPE SUPPLY:			196.98		
<b>MAGNIFICENT EVENTS LTD</b>					
080222	RADIO GAGA	08/02/2022	4,250.00		01-37-5290
Total MAGNIFICENT EVENTS LTD:			4,250.00		
<b>MARTELLE WATER TREATMENT INC</b>					
23886	W CHEMICALS	08/23/2022	1,386.20		60-33-5650
Total MARTELLE WATER TREATMENT INC:			1,386.20		
<b>MICHAEL STREICHER</b>					
080822	MILLION MILE SCREAM	07/31/2082	2,500.00		01-37-5290
Total MICHAEL STREICHER:			2,500.00		
<b>MIDWEST RETRO</b>					
082822	REFUND DEPOT RENTAL DEPO	08/28/2022	100.00		01-09-4888
Total MIDWEST RETRO:			100.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>MIDWEST SALT</b>					
225298	COARSE SALT	08/22/2022	2,600.21		60-33-5650
Total MIDWEST SALT:			2,600.21		
<b>NATIONAL TESTING NETWORK, INC</b>					
10878	POLICE COMM MEMBERSHIP	08/26/2022	750.00		01-21-5410
Total NATIONAL TESTING NETWORK, INC:			750.00		
<b>NORTHWESTERN MEDICINE OCCUPATIONAL HEALT</b>					
072922	NEW EMPLOYEE SCREENING -	07/29/2022	160.00		01-21-5240
042922-1	RANDOM DRUG POOL	04/29/2022	35.00		60-33-5240
072922	RANDOM DRUG POOL GG	07/29/2022	130.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			325.00		
<b>ORANGE CRUSH</b>					
95162	DISPOSAL ASPHALT	06/05/2022	50.00		01-31-5570
97815	DISPOSAL OF ASPHALT	08/25/2022	50.00		01-31-5570
98015	DISPOSAL ASPHALT	08/31/2022	100.00		01-31-5570
97815	ASPHALT SURFACE MIX	08/25/2022	452.76		15-01-5950
Total ORANGE CRUSH:			652.76		
<b>OTTO ENGINEERING</b>					
1125040	UNIFORM	08/12/2022	106.70		01-21-5080
Total OTTO ENGINEERING:			106.70		
<b>PACE SYSTEMS, INC.</b>					
44429	PACE SCHEDULER AN	08/16/2022	1,575.00		01-21-5290
Total PACE SYSTEMS, INC.:			1,575.00		
<b>PADDOCK PUBLICATIONS, INC</b>					
223740	PUBLIC HEARING	07/23/2022	75.90		01-01-1112
225236	VILL ATTORNEY NOTICE	08/13/2022	57.50		01-12-5330
223740	PUBLIC HEARING	07/23/2022	108.00		01-25-5330
223740	PUBLIC HEARING	07/23/2022	337.50		01-25-5330
225236	4TH STREET NOTICE	08/13/2022	165.60		32-31-6090
225236	4TH STREET NOTICE	08/13/2022	165.60		32-31-6090
223740	516 E MAIN ZONING	07/23/2022	288.90		85-01-2027
223740	516 E MAIN AMENDMENT	07/23/2022	75.90		85-01-2027
Total PADDOCK PUBLICATIONS, INC:			1,274.90		
<b>PALUMBO MANAGEMENT LLC</b>					
081522	DISP OF MATERIAL	08/15/2022	55.00		01-31-5570
082222	DISPOSAL OF MISC	08/22/2022	65.00		01-31-5570
Total PALUMBO MANAGEMENT LLC:			120.00		
<b>PRINCIPAL LIFE INSURANCE CO</b>					
081722	ADMIN VIS DENT LIFE	04/18/2027	302.53		01-12-5060
081722	FIN VIS DENT LIFE	04/18/2027	72.61		01-14-5060

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
081722	PD VIS DENT LIFE	04/18/2027	1,660.12		01-21-5060
081722	BLDG VIS DENT LIFE	04/18/2027	129.83		01-25-5060
081722	PW VIS DENT LIFE	04/18/2027	426.78		01-31-5060
081722	EMP CONT VIS DENT LIFE	04/18/2027	640.88		27-01-2208
081722	COBRA CONT VIS DENT LIFE	04/18/2027	201.96		27-01-2210
081722	W/S VIS DENT LIFE	04/18/2027	540.73		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			3,975.44		
<b>PWE PRODUCTIONS</b>					
081722	SPAZMATICS	08/17/2022	2,750.00		01-37-5290
Total PWE PRODUCTIONS:			2,750.00		
<b>RALPH HELM, INC</b>					
364824	EDGE TRIMMER SERVICE	08/12/2022	148.10		01-31-5130
364825	STRING TRIMMER	08/12/2022	205.96		01-31-5130
364826	CHAIN SAW CHAINS	08/12/2022	167.70		01-31-5130
Total RALPH HELM, INC:			521.76		
<b>RAY O'HERRON CO. INC</b>					
2213558	UNIFORM RF	08/15/2022	25.94		01-21-5080
2213559	UNIFORM RF	08/15/2022	1,262.99		01-21-5080
Total RAY O'HERRON CO. INC:			1,288.93		
<b>ROADWAY TOWING &amp; SERVICE, INC.</b>					
25832	TRUCK SAFETY LANE	07/15/2022	135.00		01-31-5120
25832	TRUCK SAFETY LANE	07/15/2022	202.00		60-33-5120
Total ROADWAY TOWING & SERVICE, INC.:			337.00		
<b>SECOND CITY APPRAISAL, LLC</b>					
1700	10 E HILL APPRAISAL	08/11/2022	450.00		39-01-5290
1700	RAILROAD STREET LOTS	08/11/2022	1,300.00		39-01-5290
1701	304 HILL STREET APP	08/11/2022	800.00		39-01-5290
1701	309 JACKSON APP	08/11/2022	800.00		39-01-5290
Total SECOND CITY APPRAISAL, LLC:			3,350.00		
<b>SHERWIN WILLIAMS</b>					
8238-0	PAINT & SUPPLIES	08/29/2022	163.82		01-21-5121
8275-2	PAINT & SUPPLIES	08/30/2022	564.35		01-21-5121
Total SHERWIN WILLIAMS:			728.17		
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>					
122010834-00	BOULDERS FOR POLICE LAND	08/02/2022	60.40		01-21-5121
Total SITEONE LANDSCAPE SUPPLY, LLC:			60.40		
<b>SKC Construction</b>					
9646	STRIPE CABOOSE LOT	08/22/2022	1,714.80		01-31-5150
Total SKC Construction:			1,714.80		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>STAPLES ADVANTAGE</b>					
80673110471	ADMIN SUPPLIES	08/20/2022	164.36		01-12-5610
80673110471	OFFICE SUPPLIES PW	08/20/2022	42.56		01-31-5610
80673110471	OFFICE SUPPLIES W/S	08/20/2022	144.99		60-33-5610
Total STAPLES ADVANTAGE:			351.91		
<b>SYNAGRO TECHNOLOGIES</b>					
31628	CAKE LAND APP	08/13/2022	5,788.13		60-33-5287
Total SYNAGRO TECHNOLOGIES:			5,788.13		
<b>ULINE</b>					
152913385	BIKE RACK DEPOT	08/22/2022	597.00		01-31-5196
152996968	FIRE EXT BRACKET	08/23/2022	29.20		60-33-5110
Total ULINE:			626.20		
<b>UNITED SYSTEMS AND SOFTWARE INC</b>					
92061	METER READING ASSISTANCE	07/13/2022	87.50		60-33-5290
Total UNITED SYSTEMS AND SOFTWARE INC:			87.50		
<b>US BANK/VOYAGER FLEET SYSTEMS, INC.</b>					
080822	GAS PD	08/08/2022	4,151.73		01-21-5620
080822	GAS PW	08/08/2022	2,049.04		01-31-5620
080822	GAS WTR/SWR	08/08/2022	670.63		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			6,871.40		
<b>USA BLUEBOOK</b>					
73619	HYDRANT AUTO FLUSHER	08/10/2022	2,569.95		60-33-5140
73619	HYDRANT AUTO FLUSHER	08/10/2022	64.78		60-33-5140
Total USA BLUEBOOK:			2,634.73		
<b>VORTEX TECHNOLOGIES, INC</b>					
6639	CALIB. OF FLOW METERS	08/10/2022	2,550.00		60-33-5131
Total VORTEX TECHNOLOGIES, INC:			2,550.00		
<b>WAREHOUSE DIRECT OFFICE PRODUCTS</b>					
5305849	PD STAMPS	08/19/2022	46.60		01-21-5610
5305849	NOTARY STAMP SS	08/19/2022	18.61		01-21-5630
Total WAREHOUSE DIRECT OFFICE PRODUCTS:			65.21		
<b>WELCH BROTHERS, INC.</b>					
3192888	ADA PADS	08/25/2022	514.00		01-31-5150
3192888	RATCHER BINDER	08/25/2022	183.60		01-31-5630
Total WELCH BROTHERS, INC.:			697.60		
<b>WEX INC</b>					
83164141	FUEL CHARGES	08/23/2022	703.95		01-21-5620

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WEX INC:			703.95		
<b>WILLIAM C ZELSDORF</b>					
080822	DEPOT 8/8/22-8/12/22	08/19/2022	300.00		01-12-6010
080822	DEPOT 8/15/22-8/19/22	08/19/2022	300.00		01-12-6010
082222	DEPOT SALARY	08/25/2022	300.00		01-12-6010
Total WILLIAM C ZELSDORF:			900.00		
<b>WINZER FRANCHISE COMPANY</b>					
279666	MISC SUPPLIES	08/01/2022	939.57		01-31-5630
Total WINZER FRANCHISE COMPANY:			939.57		
Grand Totals:			229,887.63		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>ACE HARDWARE</b>					
083122	PAINTING SUPPLIES	08/31/2022	130.56		01-21-5121
083122	OIL FOR EQUIP MAINT	08/31/2022	22.99		01-31-5130
083122	ADA PANELS	08/31/2022	14.97		01-31-5150
083122	WTP MAILBOX	08/31/2022	22.16		60-33-5110
083122	PW TO CODE REMAINDER	08/31/2022	14.06		60-33-5111
083122	25 TOWER METER	08/31/2022	77.26		60-33-5140
083122	WWTP	08/31/2022	3.75		60-33-5630
Total ACE HARDWARE:			285.75		
<b>ADVANTAGE PLUMBING AND DRAIN, INC</b>					
29694458	DEPOT BATHROOM	08/30/2022	343.00		01-31-5196
Total ADVANTAGE PLUMBING AND DRAIN, INC:			343.00		
<b>AMERICAN LEGAL PUBLISHING CORPORATION</b>					
19075	CODES & ORDINANCE UPDATE	08/31/2022	182.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			182.00		
<b>AT&amp;T</b>					
091922	ATT VILLAGE	08/25/2022	243.09		01-12-5320
091922	ATT W/S	08/25/2022	473.67		60-33-5320
Total AT&T:			716.76		
<b>B&amp;F CONSTRUCTION CODE SERVICES INC</b>					
16312	INSPECTIONS	08/23/2022	225.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			225.00		
<b>BATEMAN LAW OFFICES, LTD</b>					
090822	LEGAL SERVICES	09/08/2022	237.50		01-21-5230
090822	LEGAL SERVICES	09/08/2022	142.50		01-25-5230
Total BATEMAN LAW OFFICES, LTD:			380.00		
<b>BAXTER AND WOODMAN CONSULTING ENGINEERS</b>					
237859	DESIGN ENG FOR WATER ST W	08/22/2022	3,373.75		34-01-5950
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			3,373.75		
<b>BEVERLY MATERIALS INC.</b>					
282915	STONE	09/03/2022	179.74		15-01-5950
283224	STONE	09/10/2022	593.30		60-33-5140
Total BEVERLY MATERIALS INC.:			773.04		
<b>BONKOSKI LAWN CARE, INC.</b>					
082722	MOW VARIOUS ROW AND VILL	08/27/2022	4,130.00		01-31-5110
082722	MOW WWTP	08/27/2022	320.00		60-33-5111
082722	MOW WELL 3	08/27/2022	120.00		60-33-5111
Total BONKOSKI LAWN CARE, INC.:			4,570.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>BRANDISS MARTIN C/O PETTY CASH - VH</b>					
090122	PETTY CASH FOR OKT FEST	09/12/2022	500.00		01-37-5631
Total BRANDISS MARTIN C/O PETTY CASH - VH:			500.00		
<b>BRANIFF COMMUNICATIONS, INC.</b>					
34270	MAINTENANCE SIREN	09/01/2022	1,370.00		01-21-5131
Total BRANIFF COMMUNICATIONS, INC.:			1,370.00		
<b>BRIGHTVIEW LANDSCAPING</b>					
1545000	METER RENTAL UB OVERPAYM	09/13/2022	867.15		99-00-1005
Total BRIGHTVIEW LANDSCAPING:			867.15		
<b>CEDAR PATH NURSERIES</b>					
1939835	PARKWAY TREES	09/08/2022	2,649.00		01-31-5190
Total CEDAR PATH NURSERIES:			2,649.00		
<b>CENTURY SPRINGS</b>					
083122	DEPOT WATER 2943776	08/31/2022	10.78		01-37-5631
083122	DEPOT WATER 2955800	08/31/2022	56.96		01-37-5631
Total CENTURY SPRINGS:			67.74		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4131346993	MATS - VH	09/14/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			28.02		
<b>COMED</b>					
090722	COM ED VILLAGE	09/07/2022	1,582.32		28-01-5510
Total COMED:			1,582.32		
<b>CONSTELLATION NEW ENERGY</b>					
083122	CONSTELLATION W/S	08/31/2022	339.62		01-31-5510
083122	CONSTELLATION PW	08/31/2022	8,263.98		60-33-5510
Total CONSTELLATION NEW ENERGY:			8,603.60		
<b>COVERALL NORTH AMERICA DBA</b>					
1010701430	CLEANING VH	09/01/2022	329.00		01-12-5110
1010701430	CLEANING POLICE	09/01/2022	595.00		01-21-5121
1010701430	CLEANING DEPOT	09/01/2022	95.00		01-31-5110
1010701430	CLEANING PW PRAIRIE LAKE	09/01/2022	236.00		01-31-5110
1010701430	CLEANING PW 401 ELGIN AVE	09/01/2022	236.00		60-33-5111
1010701430	CLEANING PW 446 ELGIN AVE	09/01/2022	95.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
<b>CURRENT TECHNOLOGIES</b>					
12735	NEW CAMERAS	08/31/2022	25,705.15		32-21-5942
12735	NEW CAMERAS SHIPPING	08/31/2022	267.76		32-21-5942

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total CURRENT TECHNOLOGIES:			25,972.91		
<b>DUNDEE FORD</b>					
083122	851247 SQ 36	08/31/2022	432.65		01-21-5120
083122	4037491 PW TRUCK	08/31/2022	500.00		01-31-5120
083122	851429 PW	08/31/2022	1,099.08		01-31-5120
083122	850675 PW TRUCK	08/31/2022	2,099.92		60-33-5120
Total DUNDEE FORD:			4,131.65		
<b>DUNDEE LANDSCAPE CONSTRUCTION</b>					
5788	DEPOT PAVERS	08/02/2022	1,572.80		34-01-5945
Total DUNDEE LANDSCAPE CONSTRUCTION:			1,572.80		
<b>DUNDEE NAPA AUTO PARTS</b>					
420265	TRUCK # 29	08/03/2022	226.38		60-33-5120
Total DUNDEE NAPA AUTO PARTS:			226.38		
<b>ELGIN KEY &amp; LOCK CO. INC.</b>					
221440	KEYS VH	08/26/2022	14.00		01-12-5110
221440	KEYS POLICE	08/26/2022	28.00		01-21-5121
221440	KEYS WATER FACILITIES	08/26/2022	17.50		60-33-5110
Total ELGIN KEY & LOCK CO. INC.:			59.50		
<b>ENTERPRISE FM TRUST</b>					
2706	PD LEASE	09/03/2022	5,522.44		32-21-5942
Total ENTERPRISE FM TRUST:			5,522.44		
<b>FIRST COMMUNICATIONS</b>					
124258479	FAX HR	09/05/2022	9.72		01-12-5320
124258479	FAX PD	09/05/2022	9.71		01-21-5320
Total FIRST COMMUNICATIONS:			19.43		
<b>FUN FUNKY FAB</b>					
090722	BALANCE DUE FOR OKT FEST	09/07/2022	375.00		01-37-5290
120222	DICKENS CHARACTERS	12/02/2022	345.00		01-37-5290
Total FUN FUNKY FAB:			720.00		
<b>GARDINER KOCH WEISBERG &amp; WRONA</b>					
10674	PROFEESIONAL SERV	09/10/2022	528.00		01-12-5230
Total GARDINER KOCH WEISBERG & WRONA:			528.00		
<b>HAWKINS, INC.</b>					
6286513	W CHEMICALS	09/08/2022	2,436.24		60-33-5650
Total HAWKINS, INC.:			2,436.24		
<b>HEINZ, GERALD &amp; ASSOC.</b>					
20361	MISC CONS SERV	09/06/2022	1,372.50		01-12-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
20365	2022 STREET PROGRAM	09/06/2022	3,454.00		28-01-5950
20364	PAL LAND PENNY/ROCK RD	09/06/2022	3,255.00		85-01-2378
20369	PAL LAND PENNY/ROCK RD	09/06/2022	1,282.50		85-01-2378
20368	TERRA LOT 2	09/06/2022	930.00		85-01-2386
20367	SANTA'S VILLAGE	09/06/2022	387.50		85-01-2389
20366	590 HEALLY	09/06/2022	1,472.50		85-01-2395
20363	MID AMERICAN ELEVATOR	09/06/2022	77.50		85-01-2399
20362	HIGHSTREET	09/06/2022	1,317.50		85-01-2401
Total HEINZ, GERALD & ASSOC.:			13,549.00		
<b>HELPING HAND IT</b>					
22-40960	IT SERVICES	08/26/2022	323.75		01-12-5286
22-41078	IT SERVICES	09/01/2022	2,341.42		01-12-5286
22-41135	IT SERVICES	09/12/2022	1,216.25		01-12-5286
Total HELPING HAND IT:			3,881.42		
<b>HUGHES ENVIRONMENTAL CONSULTING</b>					
1046	HUGHES ENVIR	09/01/2022	9,937.50		60-33-5291
Total HUGHES ENVIRONMENTAL CONSULTING:			9,937.50		
<b>IMPACT NETWORKING</b>					
2681803	C454E ADMIN OVERAGE	09/06/2022	96.66		01-12-5340
2681803	C454E FIN OVERAGE	09/06/2022	96.66		01-14-5340
2681803	C454E BZ OVERAGE	09/06/2022	96.66		01-25-5340
Total IMPACT NETWORKING:			289.98		
<b>J.G. UNIFORMS, INC</b>					
103682	UNIFORM JF	09/07/2022	1,423.69		01-21-5080
Total J.G. UNIFORMS, INC:			1,423.69		
<b>KASIBA, ALAN</b>					
083122	MEAL - TRAINING A	08/31/2022	38.68		01-21-5420
Total KASIBA, ALAN:			38.68		
<b>KIM DIGIOVANNI</b>					
090822	DUI PROSECUTION	09/08/2022	3,429.40		01-21-5230
Total KIM DIGIOVANNI:			3,429.40		
<b>MIDWEST SALT</b>					
226162	COARSE SALT	09/08/2022	2,951.31		60-33-5650
Total MIDWEST SALT:			2,951.31		
<b>NICOR GAS</b>					
634.98	NICOR S/W	08/24/2022	634.98		60-33-5510
Total NICOR GAS:			634.98		
<b>NORTHWESTERN MEDICINE OCCUPATIONAL HEALT</b>					
530751	NEW EMPLOYEE SCREENING	08/31/2022	87.00		01-14-5240

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
530751	NEW EMPLOYEE SCREENING	08/31/2022	42.00		01-21-5240
531089	NEW EMPLOYEE SCREENING -	08/31/2022	130.00		01-21-5240
531089	EMPLOYEE SCREENING PW	08/31/2022	130.00		01-31-5240
530751	DRUG SCREEN - BW	08/31/2022	121.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			510.00		
<b>ORANGE CRUSH</b>					
98069	ASPHALT DISPO	08/31/2022	50.00		01-31-5570
98114	DISPOSE BROKEN ASPHALT	09/01/2022	50.00		01-31-5570
98151	ASPHALT DISPOSAL	09/06/2022	50.00		01-31-5570
98114	ASPHALT	09/01/2022	1,767.48		15-01-5950
Total ORANGE CRUSH:			1,917.48		
<b>OTTO ENGINEERING</b>					
1126691	UNIFORM	09/06/2022	150.31		01-21-5080
Total OTTO ENGINEERING:			150.31		
<b>PACE ANALYTICAL SERVICES, LLC</b>					
9525937	WATER TESTING	08/31/2022	173.76		60-33-5290
9525938	WW TESTING	08/31/2022	3,064.42		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			3,238.18		
<b>PALUMBO MANAGEMENT LLC</b>					
070622	DISPOSAL OF MATERIALS	07/06/2022	100.00		01-31-5570
080122	DISPOSAL OF MATERIALS	08/01/2022	65.00		01-31-5570
10759	DISPOSAL SOILS	07/06/2022	100.00		01-31-5570
Total PALUMBO MANAGEMENT LLC:			265.00		
<b>QUAD COM 9-1-1</b>					
22-EDPD-09	DISPATCH SERV	09/01/2022	14,656.63		01-21-5360
Total QUAD COM 9-1-1:			14,656.63		
<b>SHARP EXPRESS</b>					
071522	PW TRUCK #33 REPA	07/15/2022	2,413.60		01-31-5120
080322	REPAIR TRK #35	09/03/2022	2,628.00		01-31-5120
071522	PW TRUCK #33 REPA	07/15/2022	2,413.60		60-33-5120
080322	REPAIR TRK #35	09/03/2022	2,628.00		60-33-5120
Total SHARP EXPRESS:			10,083.20		
<b>STANARD &amp; ASSOCIATES INC.</b>					
51640	PERSONALITY EVAL	09/01/2022	450.00		01-12-5290
Total STANARD & ASSOCIATES INC.:			450.00		
<b>STANDARD EQUIPMENT COMPANY</b>					
8804	SWEEPER SERVICE	08/31/2022	3,167.95		01-31-5120
Total STANDARD EQUIPMENT COMPANY:			3,167.95		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>STAN'S LPS MIDWEST</b>					
368294	C4503 BLK - PD COPIER	07/05/2022	55.74		01-21-5130
368294	C4503 CLR - PD COPIER	07/05/2022	342.60		01-21-5130
369705	C2051 BLK - DEPOT COPIER	09/06/2022	6.78		01-37-5340
369705	C2051 CLR - DEPOT COPIER	09/06/2022	91.17		01-37-5340
Total STAN'S LPS MIDWEST:			496.29		
<b>STAPLES ADVANTAGE</b>					
8067400448	MISC OFFICE SUPPLIES	08/27/2022	40.96		01-21-5610
8067479233	OFFICE SUPPLIES	09/03/2022	65.20		01-21-5610
Total STAPLES ADVANTAGE:			106.16		
<b>STEPHEN D. TOUSEY LAW OFFICES</b>					
090122	LOCAL PROSECUTION	09/07/2022	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
<b>SYNAGRO TECHNOLOGIES</b>					
32237	CAKE LAND APP	09/01/2022	4,437.56		60-33-5287
Total SYNAGRO TECHNOLOGIES:			4,437.56		
<b>THE BLUE LINE</b>					
43746	RECRUITMENT	08/31/2022	298.00		01-21-5580
Total THE BLUE LINE:			298.00		
<b>TLO LLC</b>					
259283-20220	MEMBERSHIP	09/01/2022	111.40		01-21-5410
Total TLO LLC:			111.40		
<b>TRUE BLUE CAR WASH LLC</b>					
4354	PD CAR WASH	08/31/2022	81.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			81.00		
<b>ULINE</b>					
153783789	UMBRELLAS FOR DEPOT	09/12/2022	613.60		01-31-5196
153476407	SUPPLIES	08/31/2022	592.00		01-31-5630
Total ULINE:			1,205.60		
<b>US BANK</b>					
3812 082522 B	COMCAST	08/25/2022	492.03		01-12-5320
3812 082522 B	COMCAST	08/25/2022	394.85		01-12-5320
1680 082522 K	MAILCHIMP	08/25/2022	39.99		01-12-5410
1680 082522 K	SIRIUS RADIO	08/25/2022	16.56		01-12-5410
3812 082522 B	ADOBE	08/25/2022	254.85		01-12-5410
3812 082522 B	TRIBUNE	08/25/2022	27.72		01-12-5410
3812 082522 B	TRIBUNE	08/25/2022	27.72		01-12-5410
6309 082522 E	MEETINGS	08/25/2022	18.68		01-12-5420
1680 082522 K	FLOWERS	08/25/2022	89.50		01-12-5630
3812 082522 B	MEMBERSHIP	08/25/2022	205.00		01-14-5410
2978 082522 S	WEED AND GRASS KILLER	08/25/2022	20.83		01-21-5121

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
3812 082522 B	COMCAST	08/25/2022	51.06		01-21-5320
3812 082522 B	COMCAST	08/25/2022	31.56		01-21-5320
1706 082522 J	POL CHAP MTG	08/25/2022	47.00		01-21-5420
1500 082522 A	TRAINING REG	08/25/2022	4,400.00		01-21-5430
2978 082522 S	RETURN	08/25/2022	199.80-		01-21-5430
2978 082522 S	TIMER	08/25/2022	129.95		01-21-5430
2978 082522 S	MAG POUCH	08/25/2022	17.51		01-21-5430
1706 082522 J	CONF ROOM CHAIRS	08/25/2022	573.69		01-21-5580
2978 082522 S	EMPLOYEE PLANT	08/25/2022	71.95		01-21-5580
2978 082522 S	NATIONAL NIGHT OUT	08/25/2022	320.00		01-21-5580
1706 082522 J	CONF ROOM CHAIRS	08/25/2022	80.17		01-21-5610
2978 082522 S	LABELER	08/25/2022	27.84		01-21-5610
2978 082522 S	COFFEE	08/25/2022	26.24		01-21-5610
2978 082522 S	COFFEE	08/25/2022	29.76		01-21-5610
2978 082522 S	PAPER TOWELS	08/25/2022	74.99		01-21-5610
2978 082522 S	OFFICE SUPPLIES	08/25/2022	58.38		01-21-5610
2978 082522 S	HOLDER MOUNTS	08/25/2022	24.78		01-21-5610
2978 082522 S	CLEANING WIPES	08/25/2022	33.10		01-21-5610
2978 082522 S	RETURN	08/25/2022	29.00-		01-21-5611
2978 082522 S	COMPUTER SUPPLIES	08/25/2022	119.23		01-21-5611
2978 082522 S	TABLET SUPPLIES	08/25/2022	25.06		01-21-5611
2978 082522 S	DETECTIVE TABLET	08/25/2022	1,198.99		01-21-5611
1500 082522 A	STREET FIGHTER SLING	08/25/2022	259.81		01-21-5630
1500 082522 A	COCAINE ID WIPES	08/25/2022	153.60		01-21-5630
3812 082522 B	COMCAST	08/25/2022	84.52		01-31-5197
3999 082522 P	IPHONE STORAGE	08/25/2022	.99		01-31-5320
5824 082522 G	CHIPPER RENTAL	08/25/2022	1,293.75		01-31-5530
2601 082522 P	FUEL	08/25/2022	138.25		01-31-5620
5824 082522 G	TARP	08/25/2022	148.00		01-31-5630
5824 082522 G	RATCHETS	08/25/2022	49.98		01-31-5640
1680 082522 K	FUNNY PEOPLE	08/25/2022	750.00		01-37-5330
1680 082522 K	OKT FEST PAPER HATS	08/25/2022	494.75		01-37-5631
1680 082522 K	WDW SUPPLIES	08/25/2022	20.45		01-37-5631
1680 082522 K	TT SUPPLIES	08/25/2022	20.45		01-37-5631
1680 082522 K	OKT FEST SUPPLIS	08/25/2022	20.46		01-37-5631
3812 082522 B	OKT FEST MUGS	08/25/2022	2,129.00		01-37-5631
3999 082522 P	REPAIR/RESTORE OPERATION	08/25/2022	1,050.00		60-33-5131
3812 082522 B	COMCAST	08/25/2022	412.95		60-33-5320
3812 082522 B	COMCAST	08/25/2022	407.95		60-33-5320
5824 082522 G	IPHONE STORAGE	08/25/2022	.99		60-33-5320
Total US BANK:			16,136.09		
<b>US BANK/VOYAGER FLEET SYSTEMS, INC.</b>					
090822	GAS PD	09/08/2022	1,478.32		01-21-5620
090822	BZ FUEL	09/08/2022	63.70		01-25-5620
090822	GAS PW	09/08/2022	2,234.36		01-31-5620
090822	GAS WTR/SWR	09/08/2022	465.46		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			4,241.84		
<b>USA BLUEBOOK</b>					
102902	WW SUPPLIES	09/07/2022	405.22		60-33-5630
Total USA BLUEBOOK:			405.22		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>VASSMER FOOD LLC</b>					
091322	OKT FEST BALLOON TWISTER	09/13/2022	525.00		01-37-5290
Total VASSMER FOOD LLC:			525.00		
<b>WAGEWORKS, INC</b>					
4139581	HEALTHCARE BENEFIT	08/24/2022	128.00		01-12-5060
Total WAGEWORKS, INC:			128.00		
<b>WATER PRODUCTS COMPANY-AURORA</b>					
0133752-0906	LEAKING VALVE - PW GARAGE	09/06/2022	200.75		01-31-5110
311806-90722	PRAIRIE LAKES WATER MAIN B	09/07/2022	919.06		60-33-5140
Total WATER PRODUCTS COMPANY-AURORA:			1,119.81		
<b>WEED MAN LAWN CARE</b>					
6515952	LAWN TREATMENT	08/31/2022	380.00		01-31-5110
6557000	PRAIRIE LAKE TREATMENT	09/14/2022	172.00		60-33-5110
Total WEED MAN LAWN CARE:			552.00		
<b>WILLIAM C ZELSDORF</b>					
082922	DEPOT 8/29/22-9/2/22	09/09/2022	300.00		01-12-6010
082922	DEPOT 9/5/22-9/9/22	09/09/2022	300.00		01-12-6010
Total WILLIAM C ZELSDORF:			600.00		
<b>XYLEM WATER SOLUTIONS USA</b>					
39865	LEVEL TRANSDUCER, HILL ST	09/07/2022	1,594.00		60-33-5141
Total XYLEM WATER SOLUTIONS USA:			1,594.00		
Grand Totals:			172,655.16		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



## A PROCLAMATION ESTABLISHING “IT’S OUR FOX RIVER DAY – A Watershed Wide Celebration”

WHEREAS, The Fox River was central to the lives of native Americans inhabiting the Fox River Valley in Wisconsin and Illinois for millennia, providing an abundance of food and water to wildlife and those native populations, and;

WHEREAS, The Fox River was the central to the lives of early settlers of the Fox River Valley, providing a source of water and power to mill the grains to feed those settlers, saw the lumber to shelter those settlers, and drive the early machinery which formed the commercial and industrial base that gave first growth to our community, and;

WHEREAS, The Fox River, once a fine fishery and source of public water, became burdened with the uncontrolled discharge of industrial, commercial and municipal wastes, with the resulting pollution threatening the health and welfare of all populations of the Fox River, including human and wildlife, and;

WHEREAS, sustained and increasingly diligent and effective efforts have been made over the past century to reduce and eliminate pollution and changes to our river’s natural shorelines, and;

WHEREAS, The Fox River has been largely freed from its burden of pollution and once again has become a safe source of recreation and reliable public water supply, with its fish and wildlife population in clear recovery;

And WHEREAS, The Village of East Dundee recognizes the historic, present and future value of this unique and precious natural resource to our community, and all other communities within and beyond the Fox River Valley,

NOW THEREFORE, I, Jeff Lynam, President of the Village of East Dundee, in the State of Illinois, declare the third Saturday of September, this year and every year thereafter, shall be recognized as **“It’s Our Fox River Day”**, and to have and support events, public and private, that honor and celebrate the life and well-being of the Fox River for us to share now, and with generations to come.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of East Dundee to be affixed, this 19<sup>th</sup> day of September in the year Two Thousand and Twenty-Two.

Jeffrey Lynam, Village President  
Village of East Dundee



## PROCLAMATION

**Constitution Week  
September 17-23**

**WHEREAS:** September 17, 2022 marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and property to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Jeffrey Lynam, by virtue of the authority vested in me as President of the Village of East Dundee, Illinois, do hereby proclaim the week of September 17 through 23 as

### CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Village of East Dundee, Illinois to be affixed this 19th day of September of the year of our Lord two thousand twenty two.

Signed \_\_\_\_\_

