

EAST DUNDEE

PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, July 18, 2022

6:00 PM

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated May 2, 2022](#)
 - b. [Motion to Approve the Regular Village Board Meeting Minutes Dated May 16, 2022](#)
 - c. [Motion to Approve the Committee of the Whole Meeting Minutes Dated June 6, 2022](#)
6. Other Agenda Items
 - a. Recognition of Outgoing Planning and Zoning Commissioners
 - b. [Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding Video Gaming Terminal Requirements](#)
 - c. [Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to add a New Class B-5 Liquor License to Allow for the Sale of Both Package Beer, Wine and Spirits for Off-Premises Consumption and Beer and Wine for On-Premises Consumption](#)
 - d. [Motion to Approve an Ordinance Increasing the Number of Class B-5 Liquor Licenses and the Number of Video Gaming Permits \(Dundee Marathon\)](#)
 - e. [Selection of a Respondent or Multiple Respondents from the Responses to the Summit Square RFP](#)
 - f. [Direction on Needed Repairs to the Village-owned Caboose](#)
 - g. [Motion to Advise and Consent to the Village President's Appointment of Cameron Brunner as Chair of the Planning & Zoning Commission](#)
 - h. Motion to Advise and Consent to the Village President's Appointment of Ryan

Gumma to the Board of Police Commissioners for a Term Expiring July 18, 2025

- i. [Approval of the Arts Council Recommendations for Crosswalk Art Designs in the Public Right-Of-Way and the Color Selection for the Depot Chair](#)
 - j. [Motion to Approve an Ordinance Amending Section 151.006, Fences, to Include a Section to Allow the Planning and Zoning & Historic Commission Jurisdiction to Hold Public Hearings and Make Recommendations to the Village Board](#)
 - k. [Motion to Approve an Ordinance Adopting and Establishing Section 31.03 Whistleblower and Anti-Retaliation Act and Policy of the Village of East Dundee Municipal Code Officers and Employees Chapter](#)
 - l. [Motion to Submit an Application to the Planning and Zoning & Historic Commission for Text Amendments to Section 157.223 in the Zoning Ordinance and to Add Village Administrator as an Authorized Applicant for Text Amendments](#)
 - m. [Motion to Submit an Application to the Planning and Zoning & Historic Commission for Text Amendments to Section 157.003 and Section 157.050\(F\)\(1\)\(f\)\(1\) in the Zoning Ordinance](#)
 - n. [Motion to Submit an Application to the Planning and Zoning & Historic Commission for Text Amendments to Section 157.086 in the Zoning Ordinance Regarding Special Uses](#)
7. [Financial Reports](#)
 - a. [Warrants List #1 \\$853,513.08](#)
 - b. [Warrants List #2 \\$733,284.57](#)
 8. Village President and Board Reports
 9. Staff Reports
 10. Public Comment on Non-Agenda Items
Please keep comments to 5 minutes or less and relevant to Village Business
 11. Executive Session
Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.
 12. Adjournment

CALL TO ORDER

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

ROLL CALL:

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

Also in attendance: Village Administrator Erika Storlie, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Village Attorney Lance Malina and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT (Agenda items only): None

CONSENT AGENDA: None

OTHER AGENDA ITEMS:

Motion to move agenda item d up as the next order of business by Mahony/Brittin. Motion passes by unanimous vote.

d. Discussion and Direction on a Request from Duke's Blue's n BBQ

Duke Seward addressed the Village Board with his Blue's n BBQ Festival plan to utilize the Depot Park to set up tents for his event sponsors and for crowd overflow from the caboose parking lot. The sale and consumption of alcoholic beverages will not go beyond the gated caboose parking lot. Administrator Storlie stated that her only main concern is how the crowd will be managed if more people show up than the space can accommodate. Seward stated that safety is his main concern and that he has the manpower to help control the crowd. He advised that he plans to manage his numbers by asking surrounding establishments to have their patios open to accommodate any overflow he may have until he is able allow more attendees into his event. He will direct attendees to visit these establishments until space becomes available at his event. Seward has opted to not request any street closures after all. The Board was agreeable with the event requests.

a. 2021 Annual Comprehensive Financial Report

Jamie Wilkey of Lauterbach and Amen, LLP provided a brief overview of the audit process from FY2021.

Motion to receive the 2021 Annual Comprehensive Financial Report by Mahony/Saviano.

Roll: Ayes – 5 – Trustees Mahony, Brittin, Saviano Treiber and Sauder. Nays – 0. Absent – 1 – Trustee Kunze. Motion carries.

- b. Motion to Approve an Ordinance Authorizing a First Amendment to the Amended and Restated Development Agreement by and between the Village of East Dundee, Illinois and Pal Land LLC**
- c. Motion to Approve an Ordinance Waiving Certain Development Regulations with Respect to the Pal Land II, LLC Property**

Discussion:

Joe Palumbo of Pal Land LLC and attorney Peter Bazos addressed the Village Board with a request to lift the \$10 million TIF Cap on eligible expenses in his development agreement. Bazos advised that Palumbo has

already spent close to \$10 million of TIF reimbursable expenses. He stated that Palumbo plans to spend an additional \$13 million soon on additional projects that include a 12,000 square foot retail building, a 47,000 square foot truck maintenance building and the construction of a Penny Road extension that will tie into Rock Road. The extension would involve a 3 ½ acre land donation to the Village by Pal Land. In addition, Bazos stated that Palumbo is requesting a truck parking waiver like he had in 2014 and again a couple of years after that. He advised that Palumbo is requesting waivers for additional parking areas on the newly acquired 20-acre parcel as well as extending the waivers currently in place on the adjacent 60-acre parcel. Bazos stated that the waiver expiration date of 30 years is not ideal as it may drive tenants away.

Some Board members stated that they would like to discuss this item further at a future meeting.

Motion to Table an Ordinance Authorizing a First Amendment to the Amended and Restated Development Agreement by and between the Village of East Dundee, Illinois and Pal Land LLC and an Ordinance Waiving Certain Development Regulations with Respect to the Pal Land II, LLC Property by Sauder/Saviano.

Roll: Ayes – 3 – Trustees Mahony, Brittin, and Sauder. Nays – 3 - Trustees Saviano, Treiber and President Lynam. Absent – 1 – Trustee Kunze. Motion fails.

Motion to Approve an Ordinance Authorizing a First Amendment to the Amended and Restated Development Agreement by and between the Village of East Dundee, Illinois and Pal Land LLC and an Ordinance Waiving Certain Development Regulations with Respect to the Pal Land II, LLC Property by Treiber/Saviano.

Roll: Ayes – 4 – Trustees Mahony, Brittin, Saviano and Treiber. Nays – 1 – Trustee Sauder. Absent – 1 – Trustee Kunze. Motion passes.

e. Discussion and Direction on Outdoor Dining Regulations for Restaurants in the Downtown Area for the 2022 Summer Season

Administrator Storlie explained that as part of Covid-19 protocols, restaurants were allowed to utilize the public right-of-way for outdoor dining. She stated that most of the executive orders have since expired that allowed for that. She asked the Board if there is interest to continue allowing for this for one final season. She advised that there is one business requesting to do so. Tina Anton and Loren Rattner of River Street Tavern addressed the Board with this request. Rattner stated that the virus is still present and a concern to some and outdoor dining is important to continue their business. He stated that they have constructed a more decorative structure that is more visibly appealing than previous. Anton advised that the structure sits on 6 of the 9 parking spaces in front of the building.

A neighboring business owner addressed the Board stating that the bigger picture is that by approving this request, this will open this opportunity up to other businesses. He stated that he is fine with this request if the 6 parking spaces being used for the outdoor dining can be reduced to less. Administrator Storlie would like to look into the possibility of temporarily relocating the 2 handicapped parking spaces and use the space to keep the outdoor eating area more contained. Engineer Heinz advised that he needs to look at the grades to make sure it is not above maximum slopes for handicapped stalls. Trustee Saviano suggested taking each request into consideration on a case-by-case basis.

There was consensus of the Board to make an accommodation for the outdoor dining. Staff will work with Engineer Heinz to evaluate the space and see what solution works best for everyone involved, including reducing the use of 6 parking spaces to 4.

f. Discussion and Consideration of Staff's Recommendation of the Selection of Beer/Wine and Food Vendors for the 2022 Event Season including Wine Down Wednesdays, Thirsty Thursdays, and Oktoberfest

Clerk Diehl advised that applications for food and alcohol vending were sent to local establishments. She advised that 6 vendors responded with an interest to participate. Staff met and made decisions based on the responses received.

g. Discussion and Direction on a Flag Day Event to be Held on June 14, 2022

Clerk Diehl advised that the VFW was to meet over the weekend to find out which color guard members were available to participate. They expressed an interest in continuing the Flag Day event tradition with East Dundee.

FINANCIAL REPORTS:

A. Warrants List FY22 \$72,044.64

B. Warrants List FY23 \$75,788.14

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that he attended the Illinois Association of Chiefs of Police (ILACP) Banquet last Friday where Chief Kruger was recognized as Chief of the Year. He also reported that Sergeant Ritter was awarded the Jacob J. Novak Scholarship by the ILACP. Lastly, President Lynam reported that he and Administrator Storlie participated in an Earth Day Clean Up event at the Library Springs open space property last week.

Brittin: Asked for a status of doing a code amendment for the order of business for meetings. Administrator Storlie advised that this can be scheduled for a June meeting.

Kunze: None

Mahony: Reminded that the Depot Market opens on May 7 for the season. Mahony stated that she noticed renovations occurring at the auto dealership on Route 25, formerly Dr. Meta's office. Building Inspector Ranieri advised that they requested a sign permit. He said they painted the building, replaced the parking lot light fixture, seal coated and striped the parking lot, and tore down the concrete retaining wall.

Sauder: Reported that the bike trail improvements have begun near the Haeger property. He also stated that it is still a possibility that the Village will receive a grant to help with the Terrace neighborhood flooding issues. President Lynam added that he discussed flooding issues with Representative Sean Casten when he and Administrator Storlie met with him last week.

Saviano: Reported that Ryan Gumma offered to fund and design a new decal for the big red chair.

Treiber: None

REPORTS: STAFF

Village Administrator: Storlie introduced Franco Bottalico, the newly hired Management Analyst.

Village Attorney: None

Police Chief: None

Public Works Director: None

Building Inspector: Ranieri Reported that a new flat roof is scheduled to be replaced on the Village Hall next week.

Finance Director: None

Village Engineer: Heinze advised that Plote will be doing Piemonte Drive improvements in the coming weeks. He also advised that an application for Lions Park was submitted to IEMA for funding. He said he expects to receive a response in about 3 months.

PUBLIC COMMENT (Items not on the Agenda): None

EXECUTIVE SESSION: No

Motion to adjourn the Regular Village Board meeting at 8:05 p.m. by Mahony/Brittin.
Meeting adjourns by unanimous vote.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

CALL TO ORDER

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

ROLL CALL:

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

Also in attendance: Village Administrator Erika Storlie, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Village Attorney Lance Malina and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT (Agenda items only): None

Jim Seng – Aliano’s Ristorante, 310 N. River Street, East Dundee

Seng stated that he has a special request to keep the outdoor tent/awning over the outdoor patio area for the remainder of the year. This will allow for outdoor dining to continue during rainy days.

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated April 4, 2022**
- b. Motion to Approve a Resolution for Maintenance Under the Illinois Highway Code to expend \$249,000 in Motor Fuel Tax (MFT) Funds in FY 2023**

Motion to approve the consent agenda by Kunze/Saviano.

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

Motion carries.

OTHER AGENDA ITEMS:

- a. Discussion and Direction on a Temporary Structure Request for Aliano’s Ristorante (310 N River St, East Dundee, IL 60118)**

Building Inspector Ranieri explained that the International Building Code allows for temporary structures to be permitted for 180 per year. To allow the continued temporary structure for Aliano’s, the Village Board would need to authorize the granting of an extension. Jim Seng of Aliano’s advised that the restaurant is looking to do a permanent structure in 2023 and is asking for approval of the temporary structure for the remainder of this year.

Motion to extend the allowance of the temporary structure through May 16, 2023 by Kunze/Mahony.

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

Motion carries.

- b. Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to add a New Class B-5 Liquor License to Allow for the Sale of Package Beer, Wine and Spirits as well as the Sale of Beer and Wine for On-Premises Consumption**

Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to add a New Class B-5 Liquor License to Allow for the Sale of Package Beer, Wine and Spirits as well as the Sale of Beer and Wine for On-Premises Consumption by Mahony/Saviano.

Discussion:

Administrator Storlie explained that a licensee must have a liquor license for on-premises consumption in order to have video gaming, with the exception of truck stops. She stated there are a couple of fuel stations in town that do not meet the requirements of a truck stop that would like to have video gaming. Jay Pastakia of Dundee Marathon and Maggie Westlove of Accel Entertainment addressed the Board with his request for an on-premises consumption liquor license. Westlove stated that she has worked with several municipalities to create or stack a liquor license that would allow gaming at the establishment. She went on to explain the internal operation plans that would be put into place at Dundee Marathon if approved. Administrator Storlie stated that what is being discussed tonight is whether to create the liquor class or not. She said it is not to discuss the merits of this business or any other business because if people were to apply, the Board would have the discretion to grant this license based on whether it thinks an operator could be responsible. Some members of the Board would like to have a broader discussion about gaming licenses and what limitations should be built into the new liquor license were they to approve it.

Motion to table this item to a future Committee of the Whole meeting by Kunze/Brittin.

Roll: Ayes – 4 – Trustees Mahony, Kunze, Brittin and Sauder. Nays – 2 – Trustees Saviano and Treiber.

Absent – 0. Motion carries.

c. Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding the Terms of Liquor Licenses

Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding the Terms of Liquor Licenses by Brittin/Kunze.

Discussion:

Administrator Storlie explained that changing the liquor license renewal year to a calendar year may help licensees keep track of the due date more easily. She advised that the next renewal period will be for 6 months to ease into the transition and all fees will be prorated by 50% for this 6-month renewal period. Licensees will renew again on January 1, 2023 for the calendar year.

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

FINANCIAL REPORTS:

A. Warrants List FY22 \$123,554.90

B. Warrants List FY23 \$749,269.54

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that he attended the ribbon cutting event for Legacy Medical Care last week. He stated that they moved to a new East Dundee location and the event was well attended.

Brittin: Reported that the Community Events Committee met just before tonight's Village Board meeting. She advised that a lot of excited things will be happening. She mentioned that the first Thirsty Thursday event is on May 26.

Kunze: None

Mahony: Asked if the Memorial Day Parade is happening. Administrator Storlie advised that it will not be taking place this year. She said that staff has been in discussions with the organizers with some change requests and route options. She said that organizers do not feel they have enough time to plan with these new proposed changes.

Sauder: Reported that open data is a way of sharing data to the community in a searchable and sortable format. He said one website example of this is data.illinois.gov. He said he has been discussing with Administrator Storlie the possibility of implementing something similar for the Village. Next, he reported that Carpentersville is doing a riverfront development near the Quiltmaster building. The Village is asking its residents what they would like to see along the riverfront. He said he will send this to the Board members so they can see what ideas are being proposed.

Saviano: None

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: None

Police Chief: None

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

PUBLIC COMMENT (Items not on the Agenda): None

EXECUTIVE SESSION: Yes

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:12 p.m. (c)(21) Discussion of Minutes and (c)(5) Acquisition of Property by Kunze/Mahony.

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

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

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Committee of the Whole Meeting at 5:30 p.m.

ROLL CALL:

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

Also in attendance: Village Administrator Erika Storlie, Village Attorney Lance Malina and Clerk Katherine Diehl.

PUBLIC COMMENT (Agenda items only): None

GENERAL BUSINESS:

Trustee Kunze requested that item b be moved up as the first order of business. There was consensus of the Board to do so.

b. Pride Month Art Activity

The Board was in agreement to have the Arts Council paint the “Big Chair” at the Depot in rainbow colors for the month of June.

a. Video Gaming Guidelines

The Village Board discussed setting various guidelines such as sound restrictions, using square footage to determine the number of gaming terminals allowed, and determining which types of establishments would be allowed on-premises consumption licensing that do not have it currently (regular gas stations, convenience stores, etc).

There was consensus of the Board to draft an ordinance to include sound restrictions, limiting the number of video gambling terminals based on the square footage of an establishment and allowing convenience stores with fuel service to have an on-premises consumption liquor license.

PUBLIC COMMENT (Items not on the Agenda): None

EXECUTIVE SESSION: No

Motion to adjourn the Committee of the Whole meeting at 5:57 p.m. by Mahony/Brittin.
Motion carries by unanimous vote. Meeting adjourns.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Appointments to the Planning and Zoning Commission
Date: April 4, 2022

Action Requested:

Advice and Consent to Appointments by the Village President to the Police Commission and the Chair of the Planning & Zoning & Historic Commission.

Summary:

Village President Lynam submits for advice and consent the following chairperson designation and regular appointments:

Planning and Zoning and Historic Commission:

Name	Designation
Cameron Brunner (current Commission Member through 4/30/2025)	Chairperson

Police Commission:

Name	Term Expiration
Ryan Gumma (replacing John Theis)	7/18/2025

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Ordinance Enacting Video Gaming Regulations
Date: July 18, 2022

Action Requested:

Staff recommends Village Board approval of an ordinance enacting requirements on video gaming in East Dundee to regulate noise, number of terminals per square foot of interior space and a requirement that convenience stores must have fueling stations in order to be eligible for a gaming license.

Summary:

At the June 6, 2022 committee of the Whole meeting the Village Board discussed and made recommendations for requirements for video gaming in the Village. Those recommendations have written into the attached ordinance. All requirements are enacted “going forward”, meaning that all existing gaming license holders are grandfathered in and not required to retroactively comply.

The new requirements are as follows:

1. Noise from any gaming terminal must not emanate beyond the area occupied by the player;
2. Convenience stores must have a fueling station attached and a minimum of 3,000 square feet of interior floor area in order to be eligible for a video gaming license;
3. The number of terminals allowed at any establishment will be calculated based on the overall square footage of the establishment, allowing for 1 gaming terminal for every 750 square feet of public space.

Attachments:

Ordinance

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING THE VILLAGE OF EAST DUNDEE
VILLAGE CODE REGARDING VIDEO GAMING TERMINAL REQUIREMENTS**

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, amending the Village of East Dundee Village Code ("Village Code") to change the requirements for operation of video gaming terminals best serves the public's health, safety and welfare;

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

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

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

Amendment One:

Section 116.05(J)(2) of the Village Code shall read as follows:

Only premises licensed to sell alcoholic liquor for consumption on the premises as defined by ILCS Ch. 230, Act 40, § 1 as a "licensed establishment", a "licensed fraternal establishment", or a "licensed veterans establishment", "licensed truck stop establishment" that has a liquor license to sell package goods, or a "licensed large truck stop establishment" that has a liquor license to sell package goods, are authorized to obtain a supplemental video gaming permit to operate video gaming terminals and only when licensed by the Illinois Gaming Board pursuant to the provisions of the Illinois Gaming Act (ILCS Ch. 230, Act 40, §§ 1 et seq.) and in accordance with the regulations contained in Section 137.05 of this Code, except that no convenience store may receive a supplemental video gaming permit from the Village, unless (a) the convenience store is part of gas station, and (b) the convenience store has more than three thousand (3,000) square feet of interior floor area.

Amendment Two:

Section 137.05 of the Village Code, entitled "Video Gaming," shall read as follows:

Video gaming in accordance with the Video Gaming Act (ILCS Chapter 230, Act 40, §§ 1 et seq.) shall be permitted in the village in compliance with the following:

(A) Any establishment within the Village which holds a liquor license and has obtained a license to operate a video gaming terminal from the Illinois Gaming Board at such premises shall be required to apply for and obtain a supplemental video gaming permit for the establishment from the Village pursuant to § 116.05(J) of Code of the Village of East Dundee.

(B) No establishment shall operate a video gaming terminal without having obtained a license and video gaming terminal sticker for each video gaming terminal from the Village pursuant to the license application procedures of this Code.

(C) The fee for a supplemental liquor video gaming establishment license shall be \$1,000 per license year and the fee for each video gaming terminal in an establishment in the Village shall be \$250 per machine per license year. The \$250 per machine per license year fee shall be paid 50% by the terminal operator and paid 50% by the licensed establishment, per ILCS Chapter 230, Act 40, § 65. The license year shall be from January 1 through December 31 of the following year. The license fees shall not be prorated or refunded. Notwithstanding any term in this Section to the contrary, all licenses in effect as of May 16, 2022 shall expire on June 30, 2022 and such licenses may thereafter be renewed, if the requirements of this Section are met, with terms as set forth in this Section, which will result in a partial-year term of July 1, 2022 through December 31, 2022, and then with full-year terms thereafter of January 1 through December 31 each year.

(D) Video gaming terminals may not be operated on any premises that is located within 100 feet of a school or a place or worship.

(E) The number of video gaming terminals at an establishment shall be limited as follows, which square footage shall apply to establishments which are first approved by the Village for a supplemental video gaming permit on and after July 18, 2022:

(1) There shall not be more than the fewer of (a) six video gaming terminals on the premises of any licensed establishment, licensed truck stop establishment, licensed veterans establishment or licensed fraternal establishment, as defined in the Video Gaming Act (ILCS Chapter 230, Act 40), and (b) one video gaming terminal per seven hundred fifty (750) square feet of interior floor area on the premises.

(2) There shall not be more than the fewer of (a) ten video gaming terminals on the premises of any large truck stop establishment, as defined in the Video Gaming Act (ILCS Chapter 230, Act 40), and (b) one video gaming terminal per seven hundred fifty (750) square feet of interior floor area on the premises.

(F) Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to such area must be within the view of at least one employee.

(G) No license may cause or permit any person under the age of 21 years to use or play a video gaming terminal.

(H) Each establishment that desires to operate a video gaming terminal must possess a valid liquor license issued by the Illinois Liquor Control Commission and the village.

(I) Those establishments that are licensed establishments, licensed fraternal establishments, licensed veterans establishments and licensed large truck stop establishments, all as defined in the Video Gaming Act (ILCS Chapter 230, Act 40), may operate video gaming terminals only during the hours of operation for the consumption of alcoholic beverages at the establishment.

(J) Noise from video gaming terminals shall not extend beyond the portion of the establishment within which video gaming terminals are located.

(K) Every licensed establishment shall comply with all provisions of the Video Gaming Act and all rules, regulations and restrictions imposed by the Illinois Gaming Board.

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

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 18th day of July, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 18th day of July, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 18th day of July, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on July ____, 2022.

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk
Subject: Creation of New B-5 Liquor License – Package & Pour
Date: July 18, 2022

Action Requested:

Staff recommends Village Board approval of an ordinance amending Chapter 116 of the Village Code to add a new Class B-5 Liquor License to allow for the sale of both package beer, wine and spirits for off-premises consumption and beer and wine for on-premises consumption.

Staff also recommends the Village Board approve an ordinance Increasing the Number of Class B-5 Liquor Licenses and the Number of Video Gaming Permits for Dundee Marathon Gas Station (305 E Main St, East Dundee, IL 60118).

Summary:

The Village has been approached by Jay Pastakia, owner of Dundee Marathon regarding his desire to have video gaming at his establishment in order to be able to compete with the other fuel stations in the Village. He is working with representatives from Accel Entertainment who advised that Harwood Heights and Oswego both recently created a similar “package and pour” liquor license which allows customers to purchase packaged alcohol to-go, or purchase beer/wine for on-site consumption in a designated gaming area. This liquor license, if created, would allow Mr. Pastakia to apply to have video gaming in his establishment as the parameters of on-site consumption, as required by the state of Illinois, would be met.

The ordinance includes the following hours for liquor sales:

On-site consumption: 8am – 12am (this would also be the video gaming hours)

To-go: No change proposed. Liquor code defines for all to-go license holders as:

Sundays: 8am- 1am; Fri & Sat: 6am – 2am; all other days: 6am-1am

Patrons are not required to purchase liquor for on-site consumption in order to patronize the video gaming area. Additionally, if the video gaming guidelines that are earlier on the agenda this evening are approved, based on square footage requirements the Dundee Marathon would be eligible for XX video gaming terminals.

Each item is a separate action of the Board for approval or denial. Mr. Pastakia will be in attendance to answer any questions you may have.

Attachments:

- Ordinance Creating Class B-5 Liquor License
- Ordinance Amending the Number of Class B-5 Liquor Licenses and the Number of Video Gaming Permits
- Proposed Gaming Area Layout

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 116 OF
THE VILLAGE OF EAST DUNDEE VILLAGE CODE TO ADD A
NEW CLASS B-5 LIQUOR LICENSE TO ALLOW FOR THE SALE
OF BOTH PACKAGE BEER, WINE AND SPIRITS FOR OFF-PREMISES
CONSUMPTION AND BEER AND WINE FOR ON-PREMISES CONSUMPTION**

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 Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

WHEREAS, the President and Board of Trustees of the Village have deemed it to be in the best interest of the Village that a new classification of liquor license, to be known as "Class B-5," be added to the Village of East Dundee Village Code ("Village Code") to allow the limited retail sale of package beer, wine and spirits for off-premises consumption, and beer and wine for on-premises consumption; and

WHEREAS, the President and Board of Trustees have deemed it to be in the best interest of the Village to make other housekeeping amendments to the section of the Village Code regulating restaurant liquor licenses;

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

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

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

Amendment One:

Section 116.05(A)(7-1) of the Village Code, entitled "Class B-5," is hereby created and shall read as follows:

"(a) Package store license which shall allow licensee to sell
and offer to sell, at retail in the premises specified in the license, (1)
beer, wine and spirits in the original package not for consumption on

the premises where sold, and (2) beer and wine poured from an original package by the licensee for consumption on the premises where sold.

(b) This license shall be issued to retail food stores, department stores and retail food stores also selling gasoline only if the following conditions are met at all times when the license is in force:

1. Only "beer," "wine" and "spirits" as defined in the Illinois Liquor Control Act (235 ILCS 5/1-1, et seq.), may be sold.

2. The minimum enclosed floor area open to the public for retail sales for store products shall be 1,800 square feet, of which no more than 20% may be devoted to the sale and consumption of beer and wine.

3. The minimum inventory level shall be \$35,000 retail value, excluding beer, wine, spirits, fuel and automotive products.

4. The maximum percentage of beer and wine to total store sales, exclusive of gasoline sales, shall be 3-5% on a retail basis during any consecutive 12-month period.

5. No displays of beer, wine or spirits shall be located within five feet of the store's entrance.

6. Cold beer, cold wine or cold spirits shall only be sold from, or displayed in, electrical refrigeration coolers.

7. Employees engaged in the sale of beer, wine or spirits must be at least 21 years of age.

8. The premises shall include an indoor area dedicated exclusively to alcohol consumption and video gaming, if any.

9. Alcohol consumption on the premises shall be strictly limited to a designated area approved by the Liquor Commissioner and may only occur during the hours of 8 AM to 12 AM daily. Any video gaming license shall be limited to the hours in which on-premises consumption of beer and wine is authorized as provided herein.

10. The licensee may not serve more than one serving of an alcoholic beverage per customer, per hour for on-premises consumption, and in no event shall a licensee serve more than two servings of an alcoholic beverage to an individual for on-premises consumption in a single calendar day. For purposes of this Subsection, one serving of an alcoholic beverage means twelve (12) ounces of beer or five (5) ounces of wine.

11. The licensee may only sell and serve beer and wine for on-premises consumption to a person who is actively playing at a video game terminal. For purposes of this Subsection, actively playing means that a person is presently engaged in real-time inputs and interaction with a video gaming terminal and shall be distinguished from passively watching a video gaming terminal or another person actively playing.

(c) In addition, retail food stores selling gasoline shall meet the condition that no mechanical or repair work of any kind may be performed on automobiles on the licensed premises.”

Amendment Two:

Section 116.04(A)(3) of the Village Code is hereby amended to read as follows:

“All personnel who prepare mixed alcoholic beverages or serve alcoholic beverages for consumption on premises, in premises licensed under license classes A, A-1, A-2, B-5, C, D, E and E-1 shall be required to complete BASSET or TIPS training.”

Amendment Three:

Section 116.04(B)(1)(a) of the Village Code is hereby amended to read as follows:

“It shall be unlawful for any holder of a license, under the Classifications A, A-1, A-2, B-5, C and D set forth in § 116.05, required for retail sales of alcoholic liquors to employ any person to sell or serve alcoholic liquors who has not registered with the Police Department, except that the registration shall be waived for employees of holders of Class C licenses.”

Amendment Four:

Section 116.08(L) of the Village Code is hereby amended to read as follows:

“To sell or offer for sale, at retail, or to give away, in or upon any licensed premises, any alcoholic beverages during the hours in which sale of alcoholic beverages is prohibited. It shall be unlawful to keep open for business or to admit the public to or permit the public to remain within or to permit the consumption of alcoholic liquor in or upon the premises at any time during which the sale of the liquor is prohibited; not to include license classes A-2 (Beer/Wine On-Premises Consumption), B-1 (Package Liquors/Supermarket/Drug Stores), B-4 (Retail Food/Gas), B-5 (Retail Food/Gas/On-Premises Consumption) and C-1 (Public Golf Course), provided that such licensees may remain open for business during such hours, but that no alcoholic liquor may be sold to or consumed by the public during those hours; provided further that for license Classes A, A-1, B, B-2, C, D, E, E-1, E-2, F, and G, only the licensee and any of its employees shall be allowed to remain on or about the licensed premises in order to clean-up or maintain said premises after the closing hour, as noted in § 116.08(B).”

Amendment Five:

Section 37.01(U)(2)(e) of the Village Code is hereby amended to read as follows:

1. Class A (tavern): \$2,000
2. Class A-1 (tavern/beer garden): \$3,000
3. Class A-2 (beer/wine on-premises/beer garden): \$2,500
4. Class B (package liquor): \$2,000
5. Class B-1 (supermarket and drug store): \$2,000
6. Class B-2 (incidental sales - beer and wine): \$1,200
7. Class B-3 (mail order sales): \$300
8. Class B-4 (incidental sales - beer, wine and hard liquor): \$1,500
9. Class B-5 (incidental sales – package and on-premises consumption): \$2,000
10. Class C (incorporated not-for-profit): \$750
11. Class C-1 (public golf course restaurant): \$2,500
12. Class D (outdoor amusement parks): \$1,250 plus \$375 per additional point of distribution
13. Class E (restaurants): \$2,500
14. Class E-1 (restaurants with service bar only): \$1,500
15. Class E-2 (restaurants with beer and wine only): \$1,000
16. Class E-3 (restaurant with beer and wine only and packaged sales): \$2,500
17. Class F (special events license): \$100 per day
18. Class G (banquet license): \$2,500 plus \$750 per additional point of distribution
19. Class H (entertainment venue license): \$3,000

- 20. Class I (specialty food and beverage establishment): \$1,000
- 21. Class J (village caterer): \$500
- 22. Class J-1 (caterer with business location outside of village): \$300
- 23. Class K (caboose concession stand): \$500, application fee waived
- 24. Class L (brew pub): \$2,500

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 18th day of July, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 18th day of July, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 18th day of July, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on July ____, 2022.

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, INCREASING THE NUMBER OF
CLASS B-5 LIQUOR LICENSES AND AMENDING THE NUMBER OF VIDEO
GAMING PERMITS
(Dundee Marathon)**

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 Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

WHEREAS, the Village has received a request for a Class B-5 liquor license from Lalita Gandhi, Inc. dba Dundee Marathon located at 305 E. Main Street, East Dundee, Illinois ("Licensee"); and

WHEREAS, the President and Board of Trustees have deemed it to be in the best interest of the Village to create a new Class B-5 liquor license;

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

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

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

Section 116.05(B) of the Village Code, entitled "Number of licenses to be permitted," is hereby amended by adding the following row therein:

Classification	Number Permitted
<u>B-5</u>	<u>1</u>

SECTION 3: Amendment. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

Section 116.05(J)(3) of the Village Code, entitled "Supplemental Video Gaming Permits," is hereby amended by adding the following row therein:

“(3) There shall be no more than ~~nineteen (19)~~ twenty (20) supplemental video gaming permits issued by the Local Liquor Control Commissioner as part of the liquor license process.”

SECTION 4: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

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

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

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

ADOPTED this 18th day of July, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 18th day of July, 2022.

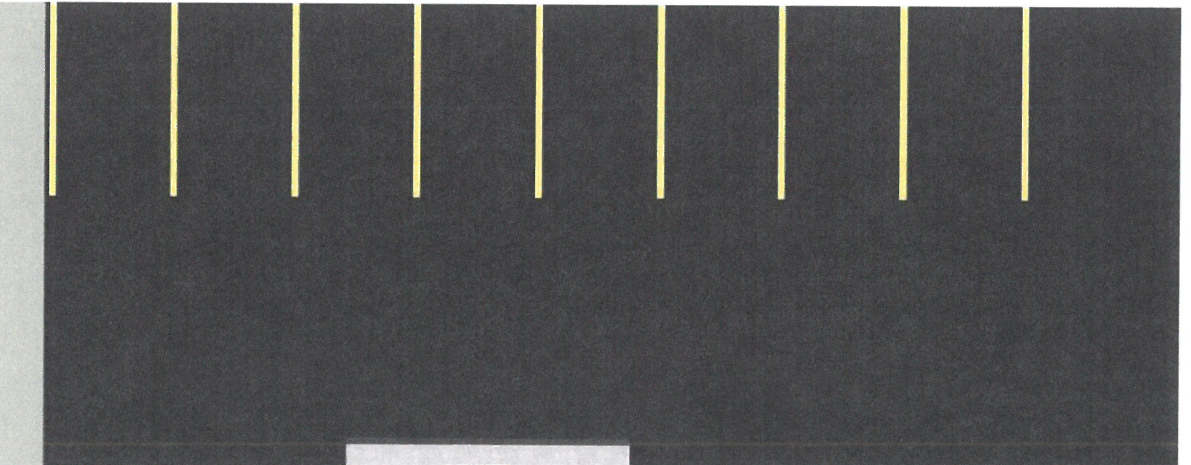
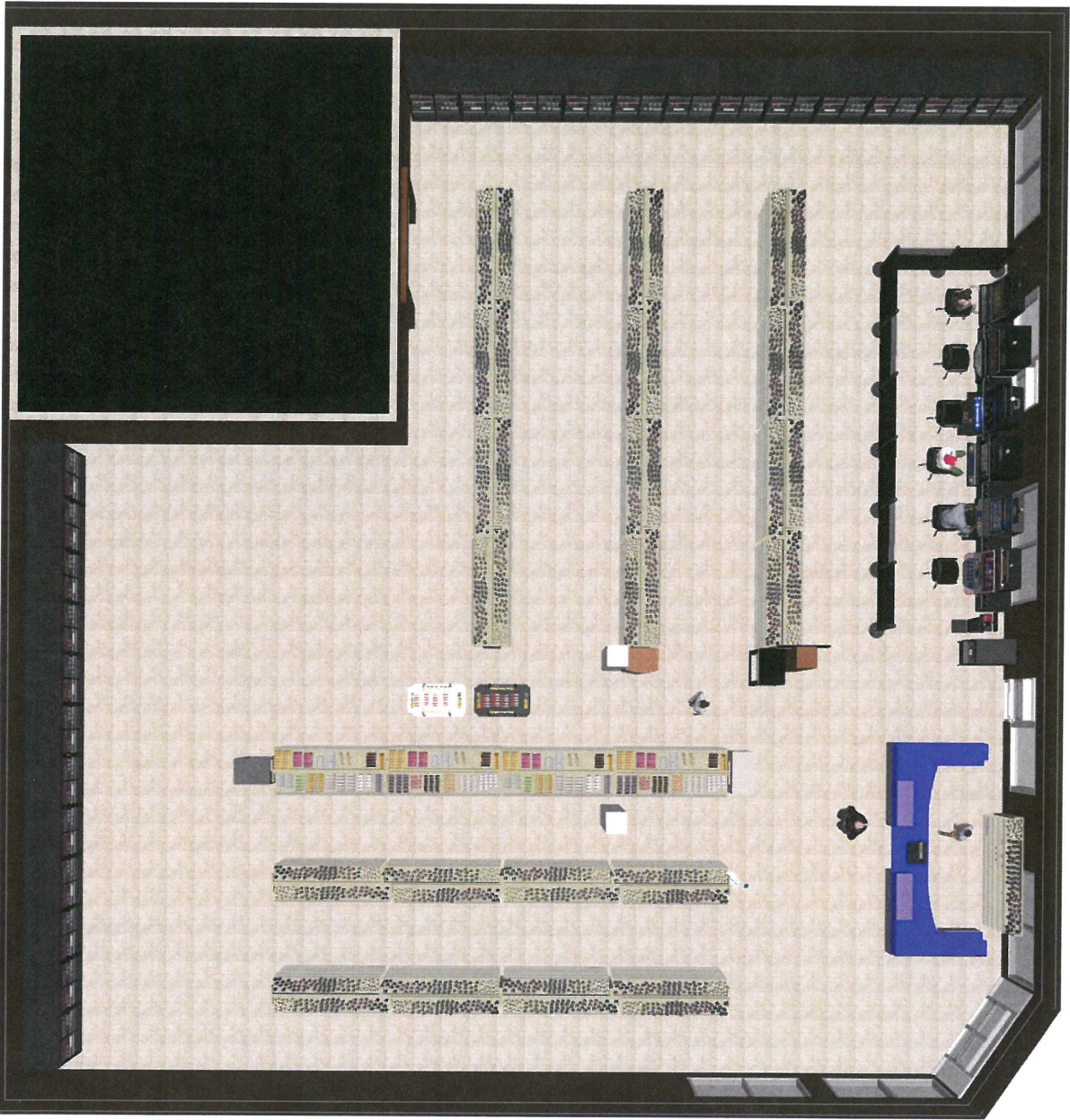
Jeffrey Lynam, Village President

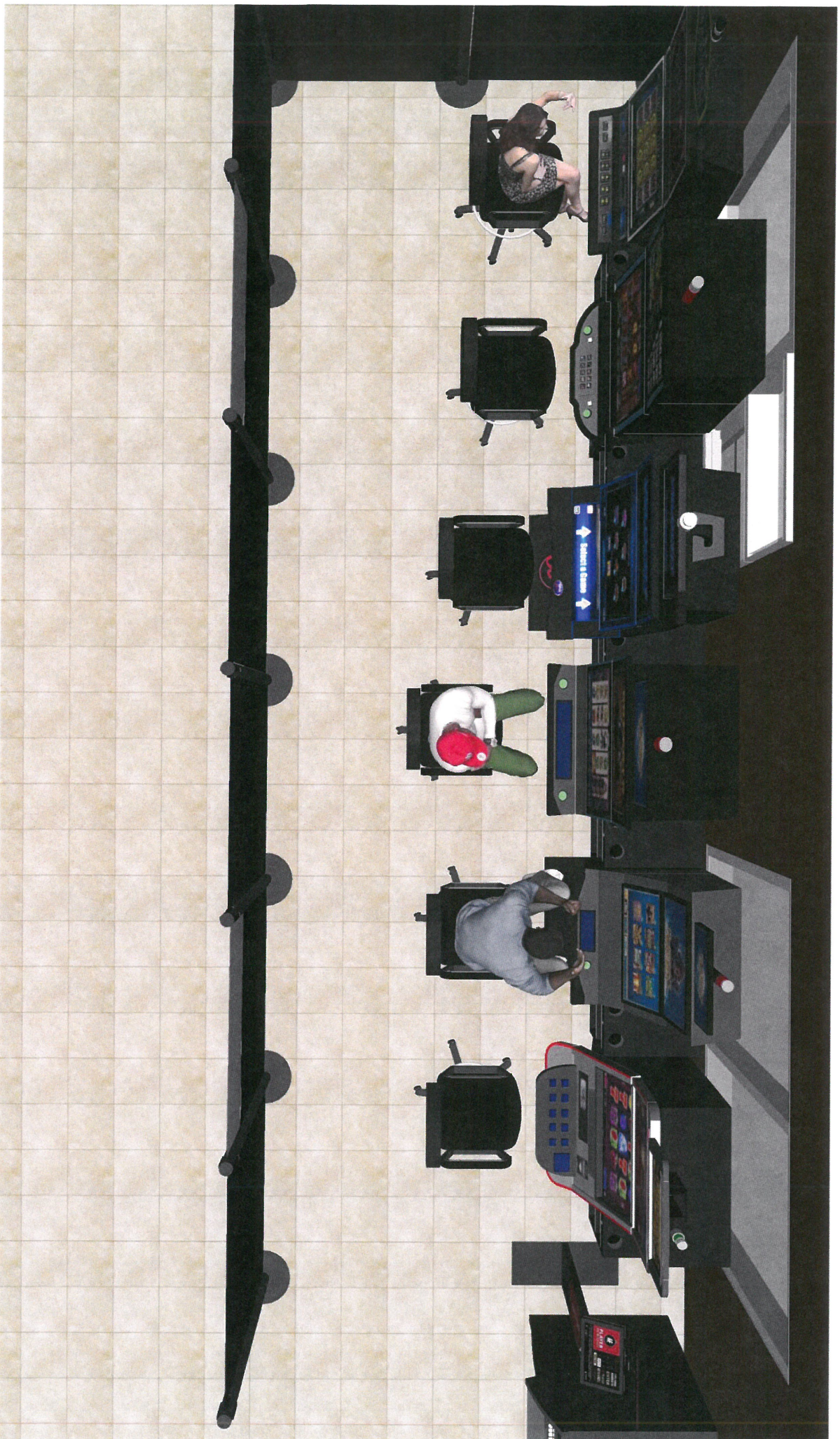
ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 18th day of July, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on July ____, 2022.









Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Summit Square RFP Responses
Date: July 18, 2022

Action Requested:

Staff requests the Village Board select a respondent or multiple respondents from the responses to the Summit Square RFP. Once direction is provided, staff will negotiate with the respondents and set a date for the sale of the property. An additional ordinance will subsequently be placed on an agenda to be approved by the Village Board authorizing the sale of the property.

Summary:

The Village currently owns 3 condominium units in the Summit Square office building located at 611 Main St:

- Unit 113 – a former gymnasium, a large space open to the second floor
- Unit 121 – 8 classrooms on the first floor
- Unit 221 – 8 classrooms on the second floor

The Village Board, having made the determination that there was no viable Village use for these units, directed staff to start the process of selling the property. On April 8, 2022 a Request for Proposals (RFP) was posted to the Village website advertising for interested parties to submit offers to purchase the Village-owned condominium units. The RFP closed on May 25, 2022 and 6 offers were submitted.

Proposer	Price Offered	Spaces Proposed to Purchase
Surges & Associates Use: Office Space	\$50,000	All Spaces owned by Village
Andresen & Associates Use: Office Space	\$10,000	Unit 121 Subunit C,D, E & F
Lande Sanusi Use: Event Space	\$85,000	Unit 113 and 121 Subunit A, B, C, D
Fox River Players Use: Community Theatre	\$15,000	Unit 113 and 121 Subunit A, B

Dundee Township Foundation Use: Food Pantry/Clothing Closet + Sale/Lease of Office Space	\$110,000	All Spaces owned by Village
Dundee Township Use: Office Space	\$15,000	Unit 221 Subunit A, B, C & D

Staff scored the proposals according to the criteria published in the RFP and the scores were as follows:

Proposer	Score
Surges & Associates	28
Andresen & Associates	21
Lande Sanusi	22
Fox River Players	18
Dundee Township Foundation*	23
Dundee Township	21

*Staff noted that while the Dundee Township Foundation did offer the highest price, it did not provide proof of financial capability to undertake renovations or pay monthly assessments, and the financial capability that was provided to purchase the property was unverifiable in the submission. For this reason, staff recommends rejecting the response as incomplete.

Extra points were awarded to those entities who offered to purchase the Village's entire stake as the goal of the RFP was complete disposition of the property. Extra points were only awarded to Surges & Associates and Dundee Township Foundation as the other submissions could not be combined in any way to achieve the goal of a complete sale of all Village-owned units. If a compilation of responses is selected the Village will still have units it owns and will continue to be responsible for maintaining.

Attachments:

RFP – 611 Main St

RFP Responses

REQUEST FOR PROPOSALS (RFP)

For the Purchase of Real Estate (Condominium Units) located at
Summit Square 611 E. Main St., East Dundee, IL 60118



Issued by: the Village of East Dundee

Issuance Date: April 8, 2022

Deadline for Responses: May 25, 2022



RFP Summary

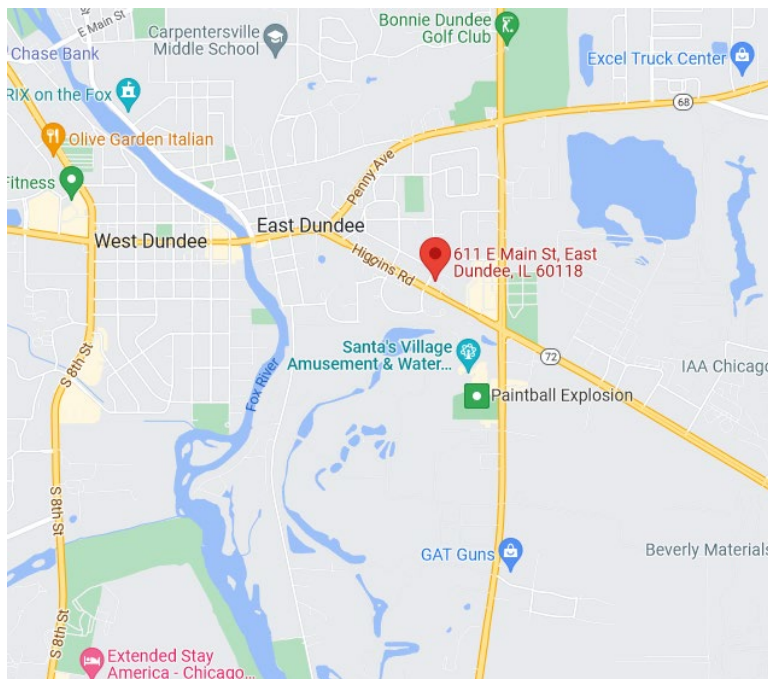
The Village of East Dundee is seeking interested parties to purchase real property at the Summit Square commercial building located at 611 E. Main St., East Dundee IL 60118. The property is part of a condominium association with multiple owners.

The Village owns and is proposing to sell three of its units in the facility:

Unit 113: a gymnasium/open space that spans both the first floor and the second floor

Unit 121: Contains 8 “classrooms” or individual office spaces on the 1st floor

Unit 221: Contains 8 “classrooms” or individual office spaces on the 2nd floor



Site Visits

The Village will conduct tours of the buildings on the following dates: April 20, May 4 and May 12. Tours can be scheduled by calling 847-426-2822 x6120. All parties who attend a tour must retain a professional manner and are not allowed to question or discuss proposals with other visitors.

RFP Scope

The Village of East Dundee is accepting proposals from qualified organizations, entities, or individual persons to purchase the Village's condominium units in Summit Square. Proposals must be received no later than May 25, 2022 by 12:00 p.m. at the Village Hall, 120 Barrington Avenue, East Dundee, Illinois 60118. Proposals received after the above date and time, or in any other location other than the Village Hall will not be considered. This RFP and any addition proposal information can be found at www.eastdundee.net.

Community Background:

The Village of East Dundee is a home-rule community incorporated in 1871 and operates under the President – Trustee form of government. East Dundee is a mature community that is home to approximately 3,100 residents and lies on the Eastern banks of the Fox River in Kane County, just north of Elgin and 40 miles northwest of Chicago.

Summit Square

Summit Square is a commercial building with frontage along Highway 72 in East Dundee. Ample free parking is available for owners and patrons. The facility currently houses government offices, a service organization, standard office space and an event space. Common areas including a front lobby and multiple restrooms are available to all tenants/owners.

Purpose:

The purpose of this RFP is to sell real property owned by the Village and to transfer ownership thereof to entities or individuals who will turn the property into productive use.

The objective of this RFP process is to identify the organizations, entities or persons which best meet the Village's goal of selling all owned units in the facility.

Price:

The Village intends to award a real estate purchase contract by ordinance to organizations, entities or persons who will meet the Village's qualification criteria. The proposer must provide a detailed purchase price and provide supporting documentation sufficient to show available funds or the ability to successfully borrow funds sufficient to cover the cost of purchase in addition to any renovation or repair that may be needed and monthly association dues. Purchaser may purchase units and lease them to other entities subject to conditions of the condominium bylaws.

Proposed Use:

Proposers must describe in detail the intended use for the units of purchase including:

1. Hours of operation
2. Whether any licensing requirements will need to be met and if those have already been obtained
3. Projected use of available parking
4. Acknowledgement that proposed use is in conformance with the bylaws of the condominium association

Submittal Requirements

Proposals must include the following components:

1. Cover letter – summarizing the proposer’s interest, commitment, proposed use, and financial capability. Letter should also identify all individuals that would have ownership interest in the property. Information on individuals should include phone number and email address in the event follow-up questions on the proposal need to be asked by Village representatives.
2. List of Unit(s) to be purchased – List by unit number (and sub-unit number if applicable) the units proposer desires to purchase. If only sub-units are to be purchased; proposer must acknowledge that they would be financially responsible for updating the condominium declarations to appropriately and lawfully divide primary units into sub units for the purposes of calculating monthly assessments.
3. Price – List purchase price per unit or in aggregate. Proposer must also detail if proposer would purchase less than the desired number of units if compiling of proposals is necessary to achieve the Village’s goal of complete sale of all owned units.
4. Proof of Financial Capability to Execute – Including bank statements, proof of funds, loan approval or any other documentation sufficient to prove proposer has financial capability to 1.) Purchase, 2.) Maintain/Renovate and 3.) Pay monthly assessments.

Selection Process:

The successful proposer(s) will be recommended to the Village Board of Trustees by the Selection Committee. The Selection Committee will look at the information provided under this RFP to make the recommendation. The Village Board is the approval authority and any contract award resulting from this RFP is subject to approval by the Village Board at a public board meeting.

Schedule for RFP Process:

May 25th – RFP submission date by 12 p.m.

May 26th through June 2th – Review RFP submissions

June 3 through June 8 – Conduct interviews with proposers (if necessary)

July 5 or July 18 – Village Board approval of selected proposer(s) by ordinance

The Village will make every effort to conclude the process by this date; however, the Village reserves the right to modify the proposal process and dates as necessary and to waive any requirements in this RFP.

Submission Deadline and Contact Information:

One (1) hard copy and one digital (Adobe® Portable Document Format preferred) copy of the response materials shall be submitted on or before **12:00 p.m. on May 25, 2022. Hard copies can be mailed or dropped off at Village hall. Electronic copies can be emailed or placed on a USB drive accompanied by the hard copy.**

Village of East Dundee - Summit Square RFP
Attn: Erika Storlie, Village Administrator
120 Barrington Avenue
East Dundee, IL 60118
estorlie@eastdundee.net

RFP Evaluation Criteria & Scorecard

Evaluation Criteria	5	4	3	2	1
Financial Capability to Execute Proposal					
Price Offered for Property					
Organization and Completeness of Proposal					
Compatibility of Proposed Use with Existing Uses					
Number of Units Purchased					
Subtotal:					
<i>Extra Points - Compilation Potential</i>					
TOTAL:					

Financial Capability to Execute Proposal

To what degree does the proposer have the financial means to follow through on the purchase of the property and once purchased, the capability to invest in needed maintenance/upgrades as well as pay monthly association dues.

Price Offered for Property

How does the proposed price compare to the price offered on other proposals.

Organization and Completeness of Proposal

To what degree does the proposal adhere to the requirements of the RFP; To what degree does the proposal meet stated contractual terms and conditions?

Compatibility of Proposed Use with Existing Uses

To what degree is the proposal compatible with the existing uses of the facility. Current owners are Township Government Offices, Standard Office Space and Special Events Space.

Number of Units Purchased

How many Units or total square footage are to be purchased.

Compilation Potential

If Proposer is not proposing to purchase all units, extra points will be awarded to those proposers whose proposed purchase can be assembled with other proposers to achieve the Village's goal of complete sale of all units.

Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

General Information

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible proposers and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Receipt and Handling of Proposals: Proposals shall be opened in private by the Selection Committee to avoid disclosure of contents to competing proposers.

Addenda: Addenda are written instruments issued by the Village of East Dundee prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications, or corrections.

Prior to the receipt of proposals, addenda will be emailed, mailed or faxed to all who are known to have received a complete Request for Proposals. After receipt of proposals, addenda shall be distributed only to the individuals who submitted proposals; and those proposers shall be permitted to submit new proposals or to amend those submitted. Each proposer shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such proposers has received all addenda, and that the proposer is familiar with the terms thereof and understands fully the contents of the addenda.

Discussion of Proposals: The Selection Committee may conduct discussions with any proposer who submits an acceptable proposal. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Selection Committee shall not disclose any information derived from one proposal to another proposer.

Negotiations: The Village of East Dundee reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to accomplish the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village of East Dundee as contractually binding on the successful proposer.

Confidentiality: The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the Village of East Dundee. Based upon the public nature of these RFPs, a proposer must inform the Village in writing of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

The Village of East Dundee in accordance with the laws of the State of Illinois, hereby notifies all organizations and proposers that it will ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful organization, entity or person without discrimination on the grounds of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The Village of East Dundee reserves the right to reject any or all submittals when the public interest will be served thereby or to accept the submittal(s) deemed most advantageous to the Village.

Attachments

1. Summit Square Condo Declarations and Bylaws
2. Exhibit A – Plat of Survey
3. First Amendment to Condo Declarations and Bylaws
4. Current Assessments
5. Most Recent Association Minutes & Annual Budget (January 2022)
6. Floor Plan – With Village Owned Sections Delineated
7. Floor Plans

FIDELITY NATIONAL TITLE 5506600



2013K069969
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 9/26/2013 03:11 PM
REC FEE: 127.00 RHSPS FEE: 9.00
PAGES: 49

SUMMIT SQUARE CONDOMINIUMS CONDOMINIUM DECLARATION

Declaration made this 17th day of September 2013, pursuant to the Illinois Condominium Property Act by Otto Engineering, Inc., an Illinois Corporation, the legal title holder of the property having its principal office at 2 E. Main Street, Carpentersville, County of Kane, State of Illinois, and herein referred to collectively as "Developer " or "Declarant"

1. SUBMISSION OF PROPERTY.

Otto Engineering, Inc., an Illinois Corporation, the legal title holder of the lands, the building, and all other improvements constructed, or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described below and herein collectively referred to as the "Property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the Property, intends to submit the Property to the provisions of the Illinois Condominium Property Act, 765 ILCS 605, et seq. (hereinafter referred to as the "Condominium Act," or "Act") and further intends to thereby create covenants running with the land and binding Developer and its successors and assigns forever.

2. NAME OF CONDOMINIUM.

The name by which the property shall hereafter be known is **SUMMIT SQUARE CONDOMINIUMS.**

3. LOCATION.

The condominium is located in the Village of East Dundee, County of Kane, State of Illinois.

4. DESCRIPTION OF LAND.

The land on which the building and improvements constituting the property are to be located is legally described as follows:

LOTS 5, 6, 7, 8 AND 11, AND THAT PART OF VACATED ROBERT AVENUE LYING BETWEEN THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOTS 5 THROUGH 8, IN BLOCK 1 OF FOX RIVER BLUFFS UNIT 1, A SUBDIVISION OF PART OF SECTION 23 AND 26, NORTH OF HIGGINS ROAD, IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Property Tax Identification Nos:

03-26-226-004	03-26-227-002
03-26-226-005	03-26-226-007

Common Address: 611 East Main East Dundee, IL 60118

The Plat of **SUMMIT SQUARE CONDOMINIUMS** depicting the land described above and all Units as described hereinafter located thereon is set forth in Exhibit "A", attached hereto and incorporated herein by reference, and said land is hereby submitted to the provisions of the Condominium Act.

5. DESCRIPTION OF BUILDING.

The building constructed on the land, designated on the Site Plan (Condominium Survey) attached hereto as Exhibit "A-1" and incorporated herein consists of a noncombustible type 2C-unprotected construction, consists of six (6) Units designated Units 111, 113, 121, 201, 221 and 301 comprising a total building area of 17,263 square feet. All Units are commercial Units certifiable for occupancy by Industrial or Commercial uses, and related business uses as allowed by the ordinances and regulations of the Village of East Dundee, County of Kane and State of Illinois. Regular parking spaces and handicap parking spaces will be provided, said parking area to constitute Common Elements as herein set forth.

6. UNITS.

As depicted in the Site Plan attached as Exhibit "A-1", and incorporated herein by reference, the building will consist of six (6) Units labeled 111, 113, 121, 201, 221 and 301.

As shown on the Site Plan, each Unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, including the portions of the building so described and the airspace so enclosed, but not including any common elements located therein. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any Unit contained in the plats referred to above, the existing physical boundaries of such Unit or any

Unit reconstructed in substantial accordance with the original plans of such Unit shall be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

- (a) Unit 111: As shown on the Site Plan attached as Exhibit "A-1," Unit 111 shall consist of an irregular space having the approximate dimensions of : 48.55 x 52.57 x 35.23 x 3.20 x 7.66 x 9.30 x 7.50 x 57.64 for a total square footage of **2667 square feet.**
- (b) Unit 113: As shown on the Site Plan attached as Exhibit "A-1," Unit 113 shall consist of an irregular space having the approximate dimensions of: 51.63 x 62.45 x 6.89 x 1.75 x 44.58 x 64.20 for a total square footage of **3297 square feet.**
- (c) Unit 121: As shown on the Site Plan attached as Exhibit "A-1," Unit 121 shall consist of an irregular space having the approximate dimensions of: 28 x 202.55 x 6 x 2.83 x 24.67x 205.39 for a total square footage of **5730 square feet.**
- (d) Unit 201: As shown on the Site Plan attached as Exhibit "A-1," Unit 201 shall consist of an irregular space having the approximate dimensions of: 35.48 x 9.48 x 16.18 x 46.84 x 34.13 x 16.68 x 17.53 x 15.80 x 5.37 x 15.20 x 5.36 x 7.66 for a total square footage of **4853 square feet (2 floors)**
- (e) Unit 221: As shown on the Site Plan attached as Exhibit "A-1," Unit 221 shall consist of an irregular space having the approximate dimensions of: 28.03 x 35.37 x 6.46 x 23.39 x 1.36 x 44.78 x 7.79 x 109.64 x 6.33 x 8.01 x 21.67 x 205.39 for a total square footage of **5300 square feet.**
- (f) Unit 301: As shown on the Site Plan attached as Exhibit "A-1," Unit 301 shall consist of an irregular space having the approximate dimensions of: 48.58 x 62.25 x 50.40 x 64.22 x 1.86 x 1 for a total square footage of **3284 square feet.**

7. GENERAL COMMON ELEMENTS. The general common elements shall consist of the following:

- a. The parcel of land described above (excepting out the Units hereby created);
- b. Parking facilities for approximately 80 vehicles, on areas noted as "Black top" and shown on the Plat of Survey attached hereto as Exhibit "A";
- c. All paved areas including driveways and rear access areas;
- d. All concrete walkways as indicated on the Plat of Survey attached hereto as Exhibit "A-1".

- e. All parking lot islands, corresponding parking lot lighting fixtures and adjacent landscaped areas;
- f. Bathrooms; and
- g. The following facilities located throughout the project:

(1) The foundations, columns, girders, beams, supports, exterior walls (not including portions thereof on Unit sides of such walls), walls and partitions separating Units from mechanical equipment spaces and other common areas (not including portions on Unit sides of such walls), and all walls separating Units, (not including the surfaces of such walls),

(2) Central and appurtenant installations for services such as power, telephone, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;

(3) All areas of mechanicals, HVAC ducts, and related items within each Unit;

(4) All sewer pipes located within areas deemed to be part of the common elements; and

(5) All other elements of the property desirable or rationally of common use, necessary to the existence, upkeep and safety of the condominium regime, or designated common elements as defined by the Illinois Condominium Property Act 765 ILCS 605/1 et seq., as that Act may be from time to time amended.

g. The area designated as the "Mechanical Room" located within the area of Unit 201 as accessed through Unit 121.

h. Hot water heaters as contained within Unit 301 which service the entire building.

i. The roof access hatches as exist in Units 201 and 301.

8. LIMITED COMMON ELEMENTS Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Unit(s), or which, by the terms of this Declaration or by its nature or location, are clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Unit Owner thereof. Without limiting the generality of the foregoing, the Limited Common Elements shall include, without limitation the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows, including skylights, if any, which serve exclusively a single Unit; (c) any system or component part thereof (including, without limita-

tion, HVAC Units,, fittings, housings, ducts, pipes, pumps, fans, flues, shafts, electrical wiring and conduits) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) exterior frame garage for the use and benefit of Unit 201 so long as Unit 201 shall be owned by Dundee Township . As such time as Dundee Township no longer owns Unit 201 the frame garage shall become a Commn Element to be used at the direction of the Association.

9. UTILITIES. Each Owner shall at all times during the term hereof operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

Each Unit Owner shall be responsible to pay its share of water and sewer fees as shall be allocated by the Association either on a percentage basis or per deduction meters (or similar) as may be in place from time to time. The payment of water and sewer fees to the Village will be paid by the Association. An Owner's failure to pay its proportionate share of the water bill shall be a default in payment of Assessment and subject to all remedies provided herein as well as by Statute for failure to pay Assessments.

10. OWNERSHIP OF GENERAL COMMON ELEMENTS. Each owner of a Unit will own in fee simple absolute a proportionate, undivided interest in the common elements listed in Section 7 equal to the proportions as noted below:

<u>Unit</u>	<u>Percentage</u>
111	10.6 %
113	13.1 %
121	22.8 %
201	19.3 %
221	21.1%
301	<u>13.1 %</u>
Total	100%

The ownership percentages noted herein, and as reflected in responsibilities under Section 9 of this Declaration are based on the value of the respective Units, as provided for in the Condominium Act.

11. PROPORTIONATE REPRESENTATION; PARTICIPATION IN COMMON PROFITS AND EXPENSES; DEFINITIONS. Each Unit owner will share in the common profits and expenses, as defined below, and in the total voting power of the Association of owners, in accordance with such Unit owner's interest in the common elements as set forth above.

- a. For purposes of this Declaration, "common profits" means the excess of all receipts over all disbursements of the Association.
- b. For purposes of this Declaration, "common expenses" means expenses for the administration, maintenance, and repair of the property, and all sums that may be designated common expenses by this Declaration or the Bylaws of the Association, including payment of water and sewer fees as noted herein.
- c. Pursuant to the respective common elements percentages set forth in Section 8 preceding, the common expenses shall be allocated as follows:

<u>Unit</u>	<u>Percentage</u>
111	10.6 %
113	13.1 %
121	22.8 %
201	19.3 %
221	21.1%
301	<u>13.1 %</u>
Total	100%

12. COVENANTS AND AGREEMENTS.

Developer, its successors and assigns, by this Declaration, and all future owners of Units, by acceptance of their respective deeds, covenant and agree as follows:

- a. The common elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the Condominium and its removal from the provisions of the Condominium Property Act is authorized by unanimous agreement of all of the owners of the Condominium, the Village of East Dundee, and all creditors in whose behalf the encumbrances are recorded against the Condominium. On such authorization, all Unit owners, mortgagees, and lienors shall execute and file for record in the office where this Declaration is filed, an instrument of revocation of this Declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the condominium property attributable to the Unit originally encumbered by the lien in its same priority. Termination of the Condominium shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

- b. If any portion of the common elements encroaches on any Unit, or if any Unit encroaches on any other Unit, or any portion of the common elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands, shall exist. If the building, or any common element or any Unit therein, is partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the common elements on any Unit, or of any Unit on any other Unit or on any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the building stands, shall exist.
- c. Each Unit owner will have an easement in common with all other Unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, hot water heaters (Unit 301), roof hatches (Units 201 and 301), mechanical room in 201 (accessed via Unit 121) and other common elements located in any of the other Units and serving his or her Unit, and each Unit will be subject to such easement in favor of owners of all other Units. Subject to reasonable regulation as may be provided in the Bylaws, the Board of Managers will have a right of access to each Unit to inspect it, and to maintain, repair, or replace all common elements located within it.

Any Unit owner intending to utilize the easement granted hereby, prior to entering the Unit of the other (servient) owner, shall:

- provide notice, reasonable under the circumstances, of its intent to have such access including information concerning the duration, purpose and work plan attendant to such access;
- provide adequate and reasonable protection for the property of the servient owner as well as such owner's guests, employees, agents and invitees having lawful rights thereto, and prosecute such work in a manner which does not interfere with the rights of such persons;
- prosecute such work or action with diligence and in a good and workmanlike manner, in compliance with all applicable laws, codes, regulations, permits and procedures and properly restore any areas, structures, fixtures or other property affected thereby;
- repair any damage, injury or loss attributable to such use; and

- protect, defend, indemnify and hold harmless the (servient) Owner and any other person whose rights and property may be affected thereby
- d. Each owner of a Unit or Units will, automatically on becoming an owner of the Unit or Units, become a member of the SUMMIT SQUARE OWNERS ASSOCIATION., herein referred to as the "Association", and will remain a member until ownership ceases, at which time membership in the Association will also cease.
- e. Each Unit owner will, immediately on becoming an owner, grant to the Board of Managers on behalf of all Unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell, or lease it, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, deed in trust, or otherwise deal with any Unit so acquired, provided however that the right granted hereby shall be subject and subordinate to such owner's right to redemption recognized by applicable law.
- f. Any Unit leased or acquired by the Board of Managers in any manner will be held by the Board on behalf of all Unit owners, in proportion to the respective common interests of the owners as set forth above.
- g. Administration of the Condominium will be in accordance with the provisions of this Declaration and the Bylaws of the Association, attached as Exhibit "B", as those documents may be amended from time to time.
- h. Each Unit owner, and all tenants who are occupants of the Units will comply with the provisions of this Declaration, and the Bylaws, decisions, and resolutions of the Association, as lawfully amended from time to time, as well as the Condominium Act. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover all sums due for damages, an action for injunctive relief, or both, maintainable by the Association or by any Unit owner or by any person who holds a blanket mortgage or Unit mortgage and is aggrieved by any such noncompliance.
- i. No Unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his or her Unit.
- j. It is understood that the real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the common elements, as provided in the Act. In the event for any year such taxes are not separately taxed to each Unit Owner, but are taxed to the property as

a whole, then each unit owner shall pay his or her proportionate share thereof in accordance with such assessment information (assessed values, rates and multipliers) obtainable from taxing officials as may reasonably be relied upon to effect such division and apportionment and in the absence of such information his or her respective percentage of ownership interest in the common elements.

- k. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the common elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the common elements.

- 13. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the recreation health, safety, and welfare of the owners in the Property and for the improvement and maintenance of the common areas situated within the Property, including, but not limited to costs of repairs, maintenance, replacements, additions, garbage service, water and sewer fees, fire service, management, insurance maintained in accordance with the Association By-Laws, the improvement and maintenance of the uniform scheme of the exterior surfaces of all commercial buildings within the Property as constructed on.

- 14. **REPLACEMENT RESERVES.** The Association shall maintain a separate bank account funds for Replacement Reserve to maintain, improve and preserve

- a) Exterior building surfaces and roof
- b) Common Areas
- c) Parking Lot reconstruction
- d) Storm Sewer Systems
- e) Water Systems
- f) Fire Separation walls/doors, and related alarm systems, etc. as may exist from time to time

The Replacement Reserves shall be a part of and collected from Unit Owner(s) by the Association as regular assessments in an amount determined and established in the annual Association budget. The initial Replacement Reserves fund shall be established by Declarant in an amount equal to one (1) month's assessments allocated for each Unit and shall be

collected from and transferred by the Declarant to the Replacement Reserves Fund of the Association at the time of the closing of the sale of each Unit in the Property.

15. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement upon the Common Areas designated on the recorded plat, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3rds) of the votes of each class of members who are eligible to vote and are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Units and may be collected monthly. The Capital Improvement Fund shall be maintained in a separate bank account in the name of the Association as the Capital Improvement Fund.

16. ASSESSMENT LIENS.

- a. All sums assessed by the Association for common charges applicable to any Unit remaining unpaid will constitute a lien on the Unit prior to all other liens except (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the Unit (2) amounts unpaid under mortgage and trust deed instruments duly recorded, and (3) as otherwise provided by applicable law.
- b. Any sums not paid when due shall accrue interest at the rate of one and one-half percent (1 ½%) per month until paid. In the event legal action is required to enforce collection, or to record a lien for unpaid assessment, the Unit Owner shall be responsible for all attorney's fees and costs incurred in the pursuit of such assessments.
- c. As provided for in the Act, this lien may be foreclosed by suit of the Board of Managers, acting on behalf of the Association and all Unit owners, in like manner as a mortgage of real property. In any such foreclosure, the defaulting Unit owner will be required to pay a reasonable rental for the Unit for the period beginning on the date notice of default is first served and ending on the date of sale of the Unit, and the Association or any Unit Owner having such legally enforceable rights will be entitled to seek the appointment of a receiver to collect the same.
- d. The Association, acting on behalf of all Unit owners, or any Unit owner, will have the power to bid on any such Unit at foreclosure, and to acquire, hold, lease, mortgage, deed in trust, and convey the Unit foreclosed. Suit to recover a money judgment for unpaid common charges may also be maintained by the Association without foreclosing or waiving the lien securing the payment of such expenses.

17. ACQUISITION OF UNIT AT FORECLOSURE OR OTHER SALE; EFFECT.

Where the mortgagee or trust deed beneficiary under a duly recorded instrument, or any other purchaser, obtains title to a Unit as a result of foreclosure or exercise of a power of sale, such purchaser, his or her heirs, successors, and assigns, will not be liable for the share of common expenses or assessments by the Association chargeable to the Unit for any period *prior* to the acquisition of title to the Unit by the purchaser. Any such unpaid share of common expenses or assessments will be deemed common expenses collectible from all Units including the Unit acquired by the purchaser, his or her heirs, successors and assigns.

18. DESTRUCTION OF, OR DAMAGE TO, PROPERTY; EFFECT. In the event of any damage to or destruction of (a) any improvements on the Condominium Property or any part thereof or (b) any common element or elements or any part thereof, required by this Declaration, the Bylaws, or by law to be insured by the Association, such improvements or common elements shall be promptly repaired and restored by the Association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration of such damaged common elements, then the Unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate to cover estimated costs of repair and restoration, and (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the Condominium Property, and (c) the Unit owners and other parties in interest fail to provide for reconstruction within one hundred eighty (180) days from the date of damage or destruction, the Association may proceed to dispose of the property as provided by law, and as set forth in greater detail in the Bylaws.

19. EMINENT DOMAIN. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each Unit owner shall be entitled to notice of such taking and to participate in its own name to the extent recognized by applicable law, or alternatively, through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction of such common elements as a whole and shall be collected by the Association and distributed by it among Unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed shall be so applied. Notwithstanding the foregoing, in the event of a partial taking, the Unit Owners shall apportion any award in an equitable manner.

20. CONVEYANCE OF UNITS; LIABILITY FOR UNPAID ASSESSMENTS. On the voluntary sale or conveyance of a Unit, all unpaid assessments against the Unit will first be paid by the Unit owner from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the Unit (2) amounts due under a duly recorded mortgage, and (3) other amounts entitled to priority by applicable law. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller

any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser, mortgagee, or trust deed beneficiary will be entitled, within 14 days after request therefore, to a statement from the Board of Managers setting forth the amount of unpaid common charges due the Association from any seller, and any person, other than the seller, who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amount in excess of the amount set forth in such statement.

21. INSURANCE.

- a. The Board of Managers of the Association, or the managing agent, shall obtain and continue in effect insurance against loss by fire or other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements of the Condominium Property, and all Units, (to the extent that the Units can be insured under the same policy as the common elements, with the cost so attributable to such Units being apportioned to the respective owners thereof) but not including furniture, fixtures, decorations, equipment or the like installed or replaced therein by Unit owners. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be deemed payable to, the Association, as trustee for each of the Unit owners in the percentages established in this Declaration or as determined to be attributable to the specific Units so damaged as determined by competent and credible evidence and other relevant factors. The premiums and other expenses in connection with such insurance shall be a common expense to be paid by monthly assessments levied by the Association and its Board of Managers. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided in this Paragraph 16 and, as applicable, Paragraph 13 of this Declaration. Such insurance shall be without prejudice to the right of each Unit owner to obtain individual Unit insurance as he or she may see fit.
- b. The Association acting through its Board of Managers, or the managing agent, shall also obtain and continue in effect comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property, in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the Association, the management agent, and their respective employees, agents and all persons acting as agents, including the Developer as an additional insured in his or her capacity as Unit owner and Board member, and with Unit owners to be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance must contain a waiver of any rights to subrogation by the insuring company against any of the above named persons. The premiums for such insurance shall be a common expense.

22. DUTIES AND LIABILITIES OF DEVELOPER.

So long as Developer, its successors and assigns, owns one or more of the Units established and described herein, Developer, its successors and assigns, will be subject as a Unit owner to the provisions of this Declaration and of all attached Exhibits. Developer further covenants to take no action that would adversely affect the right of the Association or the Unit owners with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

23. UNIT OWNERS' ASSOCIATION. The administration and management of the condominium shall be vested in an Association, to be known as **SUMMIT SQUARE OWNERS ASSOCIATION**. The Association shall be organized as an Illinois not-for-profit corporation and shall be governed by the Bylaws. The Articles of Incorporation creating the Unit owners' Association is annexed as Exhibit "C".

24. UNIT OWNERS' MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION. The Unit owners' membership and voting rights in the Association shall be as provided in the Bylaws annexed as Exhibit "B".

25. AGREEMENTS AND DETERMINATIONS OF ASSOCIATION. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration and the Bylaws attached as Exhibit "B" shall be binding on all Unit owners, their heirs, successors and assigns.

26. DELEGATION OF MANAGERIAL AND ADMINISTRATIVE DUTIES. Any right, privilege, or duty herein granted to or imposed on the Association or the Board of Managers thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same, may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized representative of the Association and such managing agent.

27. AMENDMENT OF DECLARATION. So long as the Declarant owns a majority of the interests Units, this Declaration may be amended by Declarant. After the Declarant owns less than a majority of the interests in the Units this Declaration may only be amended by the affirmative vote of those Unit owners entitled to exercise 66 2/3% of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the Bylaws. In addition any Amendment affecting the rights of, or the Unit Owners or the Association's obligations to the Village of East Dundee shall require the approval of the Village. No such amendment shall be effective until recorded in the office of the County Recorder of Kane County, Illinois.

28. INVALIDITY. If one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Declaration.

29. WAIVER. No provision contained in this Declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

30. CAPTIONS. Captions are inserted in this Declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this Declaration or any of its provisions.

31. PROVISIONS RESPECTING MORTGAGES.

a. Mortgages. The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

- (1) Upon request in writing, each first Mortgagee shall have the right:
 - (A) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, Bylaws contained herein or Articles of Incorporation;
 - (B) to receive any notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and
 - (C) to receive written notice of any action which would require the consent of a specific percentage of First Mortgagees.
- (2) No provision of this Declaration, the Articles of Incorporation or Bylaws of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner, or any other party, priority over the rights of the of any Mortgagee pursuant to their mortgage in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of the Units, or their Common Elements, or any portion thereof or interest therein. In such event, the Mortgagee(s), for the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.
- (3) Unless the Mortgagee(s) of all the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:
 - (A) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units or the Common Elements.

- (B) change the pro rata interest or obligations of any Unit Owners for (1) purpose of levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements.
 - (C) use hazard insurance proceeds for losses to any property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such improvements, except as provided by the Act in case of substantial loss to the Units or the Common Elements.
- (4) If any Unit (or portion thereof) or the Common Elements (or any portion thereof) is made the subject of matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Mortgagee(s) of the Unit involved will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition (except as otherwise set forth in the terms and provisions of any such Mortgage) and no provisions of any documents will entitle the Owner of a Unit or other party to priority over such Mortgagee(s) with respect to the distribution of the proceeds of any awards or settlement.

32. GENERAL PROVISIONS

- a. Board Liability. The Directors from time to time constituting the Board, and the Officers thereof, shall not be liable to the Members of the Association for any mistake of judgment or for any actions or omissions to acts made in good faith as such Directors or Officers.
- b. Covenants Run with Land. Covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Kane County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.
- c. Rule Against Perpetuities. If and to the extent that any of covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute of common law rule analogous thereto or otherwise imposing limitations upon the

time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Barack Obama,, President of the United States, living at the date of the Declaration.

- d. Re-recording. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Kane County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of the statute commonly known as the Marketable Title Act, or any other law or statute of similar purport, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.
- e. Transferring Title. Each grantee of Declarant by taking title to a Unit, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 28 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Units as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.
- f. Additional Remedies. Developer and each owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Unit any improvement which is and remains in violation of

covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof from Developer or the Association to the Owner of any such Unit, then Developer or Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer and the Owners to enforce any of covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

- g. Amendment to Declaration. Subject to the provisions of this Declaration, the Owners may revoke, modify, amend or supplement in whole or in part any or all of covenants, obligations and conditions contained in the Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Units and Developer consent thereto, the consent of the Developer being required only so long as the Declarant owns any Unit. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the secretary of the Association and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.
- h. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.
- i. Land Trusts. In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or, obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Unit.

- j. Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.
- k. Severability. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
- l. Notice. Each Owner of a Unit shall file the correct mailing address of such Owner to the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Unit owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mail, postage prepaid, and addressed to any owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail.
- m. Remedies Cumulative. All rights, remedies and privileges granted to the Association pursuant to any of the terms, provisions, covenants or conditions of this Declaration, Bylaws or rules and regulations of the Board shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association from exercising such other and additional rights, remedies and privileges as may be granted to the Association at law or in equity.
- n. Conflicts. Subject to the terms of the Declaration, in the event of any conflict between this Declaration and the Bylaws or Articles of Incorporation, this Declaration shall control.
- o. Governing Law. The laws of the State of Illinois shall govern the construction, interpretation, application and enforcement of this Declaration and the Association formed pursuant thereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Developer has executed this Declaration on the date first written above.

Otto Engineering Inc., an
Illinois Coporation

By: T. J. Roeser
Thomas J. Roeser, President

STATE OF ILLINOIS)
) SS:
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas J. Roeser personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument for the uses and purposes therein set forth and the as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of August 2013.



Lee R. Rehm
Notary Pubic

Commission expires: 08/31/14

CONSENT OF MORTGAGEE

Summit School, Inc., an Illinois Not for Profit Corporation holder of a Mortgage on the property dated March 12, 2013 and recorded in Kane County, Illinois as Document Number March 22, 2013 hereby consents to the execution and recording of the Second Amendment to Condominium Declaration within Kane County and agrees that said Mortgage is subject thereto. IN WITNESS WHEREOF, LEO M. FLANAGAN, JR. has caused this Consent of Mortgage to be signed by its duly authorized officers on its behalf; all done at ELGIN Illinois this 17th day of Sept., 2013.

Summit School, Inc.

By: 

Printed name: LEO M FLANAGAN JR
Its: Chairman

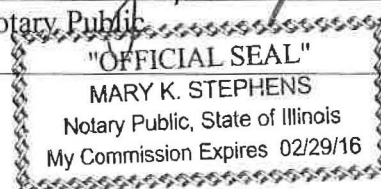
STATE OF ILLINOIS)
) SS:
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that LEO M. FLANAGAN, JR. personally known to me to be the CHAIRMAN of SUMMIT SCHOOL, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, he/she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of Sept., 2013


Notary Public

Commission expires: _____



EXHIBITS

EXHIBIT "A " SURVEY

EXHIBIT "B" BY LAWS OF SUMMIT SQUARE
OWNERS ASSOCIATION

EXHIBIT "C" ARTICLES OF INCORPORATION SUMMIT
SQUARE OWNERS ASSOCIATION

EXHIBIT "D" DEVELOPER DECLARATION

EXHIBIT B

BYLAWS OF SUMMIT SQUARE CONDOMINIUM ASSOCIATION A CONDOMINIUM PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT

ARTICLE I PLAN OF UNIT OWNERSHIP

SECTION ONE. UNIT OWNERSHIP.

The condominium, located at 611 N. Main, in the Village of East Dundee, County of Kane, State of Illinois, and known as SUMMIT SQUARE CONDOMINIUMS, was submitted to the provisions of the Illinois Condominium Property Act 765 ILCS 605/1, et seq., by Declaration recorded simultaneously herewith in the office of the County recording officer of the County of Kane, State of Illinois.

SECTION TWO. APPLICABILITY TO PROPERTY.

The provisions of these bylaws are applicable to the condominium, which term includes the land, the building and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other Property, personal or mixed, intended for use in connection with it.

SECTION THREE. APPLICABILITY TO PERSONS.

- a. All present and future Owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant Unit deeds, and rules and regulations pertaining to the use and operation of the condominium Property shown on Exhibits " A & A-1 " and incorporated by reference.
- b. Acquisition, rental, or occupancy of any Unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

SECTION FOUR. THE ASSOCIATION.

The Association will be formed as a not-for-profit corporation under the General-Not-for-Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name SUMMIT SQUARE OWNERS ASSOCIATION and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and

applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a Member of the Association so long as he shall be a Unit Owner, and upon the transfer of his Ownership interest the transferee thereof shall likewise succeed to such Membership in the Association. The Association shall have one class of Membership.

SECTION FIVE. OFFICE.

The office of the condominium and of the Association of Unit Owners shall be located at **611 Main St. Suite 203 East Dundee, IL 60118.**

ARTICLE II GOVERNING BOARD

SECTION ONE. GOVERNING BOARD.

All power and authority of the Association shall be exercised through its governing Board, to be known as the "Board of Managers," consisting of Three (3) Members.

SECTION TWO. COMPOSITION OF BOARD OF MANAGERS.

Members of the Board of Managers shall be designated by Thomas J. Roeser as President of Otto Engineering, hereinafter called "Developer", or elected by Unit Owners as follows:

- a. Until one (1) of the Units that will eventually be operated by the Association are owned by Unit Owners other than Developers, and thereafter until successors shall have been elected by Unit Owners, the Board of Managers shall consist of such of the officers and directors of Developer as Developer shall from time to time designate.
- b. Following the sale of one (1) of the Units that will eventually be operated by the Association in an election by Unit Owners as provided by law and in these bylaws, Unit Owners shall elect two (2) Members of the Board.
- c. Persons elected to the Board of Managers by Unit Owners other than Developer shall be Owners, Co-Owners, or mortgagees of Units, or, in the case of corporate Owners or mortgagees of Units, officers, directors, shareholders, or employees of such corporations.
- d. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

SECTION THREE. POWERS OF THE BOARD OF MANAGERS.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominium, except for such powers, duties and authority reserved by law or reserved by the declaration, or reserved by these Bylaws, to the Members of the Association. The powers and duties to be exercised by the Board of Managers include, but are not be limited to, the following:

- a. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements.
- b. To prepare, adopt and distribute the annual budget for the Property. c. To levy assessments.
- d. To collect assessments from Unit Owners.
- e. To provide for the employment and/or dismissal of the personnel necessary or appropriate for the maintenance and operation of the common elements.
- f. To obtain adequate and appropriate kinds of insurance.
- g. To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act except that no quorum is required at the meeting of the Unit Owners unless the declaration, bylaws or other condominium instrument expressly provides to the contrary. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of this Act or the condominium instruments.
- h. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- i. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other Units.
- j. To pay real Property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other

lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real Property of the condominium.

- k. To impose charges for late payment of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration, by-laws, and rules and regulations of the Association.
- l. To assign the right of the Association to future income from common expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.
- m. To record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2, of the Condominium Property Act, as amended.
- n. To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3, of the Condominium Property Act, as amended.
- o. To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act, as amended, from or in connection with the assessment or levying of real Property taxes, special assessments, and any other special taxes or changes of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.
- p. To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of common elements or approval of modifications in an individual Unit.
- q. To establish and maintain a system of master metering of public utility services, as required, and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.
- r. To determine, assess, and collect funds to defray common expenses of the condominium.
- s. To enter into contracts deemed necessary or appropriate in furtherance of the interests of Unit Owners generally.

- t. To authorize and prosecute suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the Association.
- u. To authorize and prosecute actions or proceedings on behalf of two or more Unit Owners concerning a matter related to the common elements of two or more Units.
- v. To establish bank accounts in the name of the condominium, and authorization of signatories therefore.
- w. To purchase, lease, or otherwise acquire in the name of the Board of Managers, or its designed, corporate or otherwise, on behalf of the Unit Owners, Units offered for sale, lease, or surrender by their Owners to the Board of Managers.
- x. To purchase Units at foreclosure or other judicial or trustee's sale in the name of the Board of Managers or its designed, corporate or otherwise, on behalf of all Unit of Owners.
- y. To sell, lease, encumber, or otherwise deal with Units acquired by, and subleasing Units leased by the Board of Managers or its designed, corporate or otherwise, on behalf of the council of Owners.
- z. To organize corporations to act as designees of the Board of Managers in acquiring title to or leasing Units on behalf of all Unit Owners.
- aa. To lease stores, professional offices, and parking spaces, and to grant vending machine licenses.
- bb. To employ a managing agent and/or manager at reasonable compensation to perform duties authorized by the Board of Managers. However, the Board will not delegate to any managing agent or manager any of the powers set forth in Subsections (g), (j), (r), (t), (u), (v), (w), (x), (y), and (z), of this Section.
- cc. To procure comprehensive public liability insurance, including liability for injuries to and death of persons, and Property damage in limits that the Board may deem desirable and other liability insurance as the Board may deem desirable, insuring each Member of the Association, its officers, Members of the Board of Directors, Developer, the manager or managing agent of the common facilities, if any, and their respective employees and agents, from liability in connection with the Ownership and/or use of the common elements, and insuring the officers of the Association and Members of the Board of Managers from liability for good faith actions beyond the scope of their respective authorities.

SECTION FOUR. ELECTION AND TERMS OF OFFICE.

At the first annual meeting of Unit Owners, the terms of office of the Board of Managers will be fixed as follows: The terms of office of Members will be set at two years. At the expiration of the initial term of office of each Board Member, his or her successor will be elected to serve a term of two years. Board Members will hold office until their successors have been elected and hold their first meeting. All Members of the Board shall be elected at large. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a Member of the Board at any one time. Board Members may succeed themselves.

SECTION FIVE. VACANCIES.

Each unit owner shall have the right to designate a member of the Board. Vacancies on the Board shall be filled within sixty (60) days of vacancy by a designation by the Unit Owner. If not filled within sixty (60) days the remaining Members of the Board may designate a member. Said appointee shall serve as a Board Member until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners. A meeting of the Unit Owners shall be called for the purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by both Unit Owners.

SECTION SIX. REMOVAL OF BOARD MEMBERS.

At any annual or special meeting of Unit Owners duly called, any one or more Members of the Board of Managers may be removed with or without cause by a majority of Unit Owners, and not a majority of a quorum, and a successor may then and there be elected to fill the vacancy so created. Any Board Member so elected will serve for the unexpired term of the Member's predecessor in office. Any Board Member whose removal has been proposed by the Unit Owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

SECTION SEVEN. ORGANIZATIONAL MEETING.

The first meeting of the Board of Managers will be held within thirty (30) days after the first annual meeting of the Unit Owners at which Board Members are elected and at a place as may be fixed by the Board.

SECTION EIGHT. REGULAR MEETINGS.

Regular meetings of the Board of Managers may be held at such times and places as are determined by the Board. However, at least four (4) such meetings will be held annually. Notice of each regular meeting of the Board will be given to each Board Member personally, or by mail, telephone or facsimile, at least fourteen (14) days prior to the date set for the meeting. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

SECTION NINE. SPECIAL MEETINGS.

Special meetings of the Board of Managers may be called by the president, and will be called by the president or secretary on the written request of at least two (2) Members of the Board, on three (3) days' notice to each Board Member, given personally, or by mail, telephone or facsimile. Any such notice will state the time, place, and purpose of the meeting.

SECTION TEN. MEETINGS OPEN TO UNIT OWNERS.

The meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by the Condominium Property Act, by tape, film or other means. The Board may prescribe, reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the declaration, these Bylaws, other condominium instrument, or provision of law other than this subsection before the meeting is convened, and that copies of notices of meeting of the Board of Managers shall be posted at the location as provided on these Bylaws.

SECTION ELEVEN. NOTICE OF MEETINGS.

Written notice of any Membership meeting shall be mail or delivered giving Members no less than ten (10) and no more than thirty (30) days' notice of the time, place and purpose of such meeting.

SECTION TWELVE. WAIVER OF NOTICE.

Any Board Member may at any time waive notice of any meeting of the Board of Managers in writing, and any written waiver will be deemed equivalent to the given of the notice required herein. Attendance by any Board Member of any meeting of the Board will constitute a waiver by that Member of notice of the time and place thereof. If all Board Members are present at any meeting of the Board, no notice will be required, and any business may be transacted at any such meeting.

SECTION THIRTEEN. QUORUM; ADJOURNMENTS.

At all meetings of the Board of Managers, a majority of the Board will constitute a quorum for the transaction of business, and the acts of a majority of Members present at a meeting at which a quorum is present will constitute the acts of the Board of Managers. If at any meeting of the Board of managers less than a quorum is present, a majority of those present may adjourn the meeting. At any subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION FOURTEEN. MINUTES.

Minutes shall be taken at all meetings of the Board of Managers. Copies of the minutes shall be available for inspection at 35W635 Parsons Road, West Dundee, IL 60118, by Unit Owners and Board Members at all reasonable times.

SECTION FIFTEEN. COMPENSATION.

No Member of the Board of Managers will receive compensation from the Association for acting as such, nor any reimbursement of expenses of attendance at any regular or special meeting unless consented to by a majority of the Unit Owners.. Nothing contained in this Section will be constructed to preclude any Board Member from serving the Unit Owners or the Board of Managers in any other capacity and receiving compensation from those services.

SECTION SIXTEEN. LIABILITY OF BOARD OF MANAGERS.

Members of the Board of managers will not be liable to Unit Owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will the Members of the Board of Managers be personally liable with respect to any contact made by them on behalf of the Unit Owners, and the Owners will indemnify the Board of Managers and each Member of it against all contractual liability to third parties arising out of contracts made by the Board of Managers on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration, or of these bylaws. The liability of each Unit Owner arising out of any contract made by the Board of Managers or out of the indemnification of the Members of the Board of Managers will be the proportion of the total liability that the Unit Owners' interest in the common elements bears to the interests of all Unit Owners in the common elements. Every agreement made by the Board of Managers or by any managing agent or manager employed by the Board of Managers on behalf of the Unit Owners will provide that the Members of the Board of Managers, or the managing agent or manager, as the case may be, are acting only as agents for the Unit Owners, and will have no personal liability thereunder except as Unit Owners. Agreements will further provide that each Unit Owners' liability thereunder is limited to the proportion of the total liability thereunder that his or her interest in the common elements bears to the interests of all Unit Owners in the common elements.

SECTION SEVENTEEN. ANNUAL ACCOUNTING TO UNIT OWNERS.

The Board of Managers shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

SECTION EIGHTEEN. CONTRACTING WITH BOARD MEMBERS.

The Board of Managers may not enter into a contract with a current Board Member or with a corporation or partnership in which a Board Member has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by all unit owners to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

SECTION NINETEEN. BOARD ELECTIONS/PROXIES.

- a. The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.
- b. Any proxy distributed for Board elections gives Unit Owners the opportunity to designate any person as the proxy holder and gives the Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

ARTICLE III UNIT OWNERS

SECTION ONE. MEMBERSHIP.

Each Unit Owner will, automatically on becoming an Owner, become a Member of the Association, herein sometimes called the Unit Owners, and will remain a Member until such time as his or her Ownership ceases, at which time his or her Membership in the Association will likewise cease.

SECTION TWO. ANNUAL MEETINGS.

Within thirty (30) days after two (2) Units have been sold by Developer and paid for, Developer will notify all Unit Owners thereof, and the first annual meeting of the Unit Owners will be called by the president to be held within thirty (30) days thereafter. At such meeting, officers and directors of Developer holding office as Members of the Board of Managers will resign, and all Unit Owners, including Developer, will elect a new Board of Managers. Thereafter, annual meetings of the Unit Owners will be held in each succeeding year. At such meetings there will be elected by ballot of the Owners a Board of Managers in accordance with the requirements of Section Two of Article Two of these Bylaws. The Owners may also transact such other business of the condominium as may properly come before the meeting. Notwithstanding the foregoing,

the Developer shall be entitled to elect at least one (1) Member of the Board for so long as Developer holds any Units in the condominium for sale in the ordinary course of business.

SECTION THREE. SPECIAL MEETINGS.

The president may, and will if directed by resolution of the Board of Managers or by petition signed and presented to the secretary by Unit Owners owning a total of at least eighty percent (80%) of the common interest, call a special meeting of the Unit Owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose.

SECTION FOUR. PLACE OF MEETINGS.

Meetings of Unit Owners will be held at the principal office of the Condominium, or at such other suitable place convenient to the Owners as may be designated by the Board of Managers.

SECTION FIVE. NOTICE OF MEETINGS.

Written notices of any Membership meeting shall be mailed or delivered giving Members not less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of the meeting.

SECTION SIX. QUORUM; MAJORITY OF UNIT OWNERS DEFINED.

At all meetings, a majority of Unit Owners will constitute a quorum for the transaction of business. If a quorum is present at a meeting, the acts of a majority of Unit Owners of those Unit Owners present shall bind all Unit Owners for all purpose other than those for which a higher percentage is required by law, by the declaration, or by these bylaws. If, at any meeting of Unit Owners, there is less than a quorum present, a majority of those present may adjourn the meeting to a time not less than 72 hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of Unit Owners" means both Owners.

SECTION SEVEN. ORDER OF BUSINESS.

The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of Members of Board of Managers (when required).
- (i) Unfinished business.
- (j) New business.

SECTION EIGHT. VOTING.

- a. The Owner or Owners of each Unit will be entitled to cast the vote appurtenant to each such Unit at all meetings of the Unit Owners. Voting will be on a percentage basis. The percentage of the vote to which each Unit is entitled is the percentage interest of the undivided Ownership of the common elements appurtenant thereto.
- b. If there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a majority agreement if any one of the multiple Owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.
- c. Matters subject to the affirmative vote of not less than 100% of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition, (excluding the mortgage or pledge) of all, or substantially all of the Property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.
- d. A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney-in-fact. Said proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of execution.

SECTION NINE. MINUTES.

Minutes shall be taken at all meetings of Unit Owners. Copies of the minutes shall be available for inspection at the office of the Association by Unit Owners and Members of the Board of Managers at all reasonable times.

SECTION TEN. TITLE TO UNITS.

Title to Units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or any other joint estate recognized under Illinois law, or in the name of a corporation, a partnership, trust, or a fiduciary.

SECTION ELEVEN. COPY OF PROPOSED ANNUAL BUDGET.

Each Unit Owner shall be given, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget.

SECTION TWELVE. NOTICE OF MANAGERS' MEETINGS OR ASSESSMENT.

Each Unit Owner shall receive notice, in the same manner as is provided in the Condominium Property Act for Membership meetings, of any meetings of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

SECTION THIRTEEN. OWNERS RIGHT TO RECEIVE STATEMENT OF ACCOUNT.

Upon ten (10) days' notice to the manager of Board of Managers and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION FOURTEEN. LEASING OF UNITS.

The provisions of these Bylaws, and the SUMMMIT SQUARE CONDOMINIUMS Condominium Declaration shall be deemed applicable to any person or entity leasing a Unit and shall be deemed to be incorporated into any such lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or thirty (30) days after the lease is signed, whichever occurs first. The Association, in addition to other remedies, may by filing an action generally against the tenant and the Unit Owner, seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the Lessor-Owner to comply with the leasing requirements prescribed herein. The Board of Managers may proceed directly against the tenant, at law or in equity, or under the provision of Article IX of the Illinois Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations, or bylaws.

ARTICLE IV OFFICERS

SECTION ONE. DESIGNATION.

The principal officers of the Association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by the Board of Managers. The Board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

SECTION TWO. ELECTION OF OFFICERS.

The officers of the Association will be elected annually by the Board of Managers at the organizational meeting of each new Board, and will hold office at the pleasure of the Board. No officer shall be elected for a term of more than two years, but any officer may succeed himself.

SECTION THREE. REMOVAL OF OFFICERS.

On the affirmative vote of a majority of the Members of the Board of Managers, and not a majority of a quorum, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for that purpose.

SECTION FOUR. PRESIDENT.

The president will be the chief executive officer of the Association. He or she will preside at all meetings of the Board of Managers and of Unit Owners. He or she will have all general powers and duties that are incident to the office of president of SUMMIT SQUARE CONDOMINIUM ASSOCIATION, a not-for-profit corporation organized and existing under the laws of the State of Illinois, including, but not limited to the power to appoint committees from among the Owners as he or she may deem appropriate to assist in the conduct of the affairs of the Association.

SECTION FIVE. VICE PRESIDENT.

The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Managers will appoint some other Member of the Board to do so on an interim basis. The vice president will also perform such other duties as may from time to time be imposed upon him or her by the Board of Managers.

SECTION SIX. SECRETARY.

The secretary shall keep the minutes of all meetings of the Board of Managers and of the Unit Owners; he or she will have charge of such books and papers as the Board of Managers may determine; and he or she will, in general, perform all duties incident to the office of secretary of a not-for-profit corporation organized and existing under the laws of the State of Illinois. The secretary shall be the officer designated to mail and receive all notices and to execute amendments to condominium instruments.

SECTION SEVEN. TREASURER.

The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers or managing agent, in such depositories as may from time to time be designated by the Board of Managers, and will, in general, perform all duties incident to the office of treasurer of a not-for-profit corporation organized and existing under the laws of the State of Illinois.

SECTION EIGHT. COMPENSATION.

The salaries of all officers will be fixed by the Board of Managers, and the fact that any officer is a Member of the Board will not preclude him or her from receiving his or her salary or from

voting on any resolution providing for the same, or no officer will receive any compensation from the Association for acting as such. However, nothing contained herein will be construed to preclude any officer from serving the Association in any other capacity, and receiving compensation therefore.

SECTION NINE. OFFICER TO MAIL AND RECEIVE NOTICES.

The President is hereby designated the officer to mail and receive all notices and execute amendments to any condominium instruments as provided for in the Condominium Property Act of the State of Illinois and in the condominium instruments.

SECTION TEN. VACANCIES.

Vacancies in any office shall be filled by the appointment of a majority of the Members of the Board of Managers then in office.

ARTICLE V OPERATION OF PROPERTY

SECTION ONE. PREPARATION OF BUDGET.

- a. The Board of Managers shall prepare and distribute to all Unit Owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The initial budget and common expense assessment based thereon shall be adopted prior to the conveyance of any Unit. The budget shall also set forth each Unit Owners proposed common expense assessment.
- b. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.
- c. The Board of Managers shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.
- d. Each Unit Owner shall receive notice, in the same manner as is provided in this Act for Membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or

establishment of an assessment; that if an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget; that unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed condominium Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

- e. All budgets adopted by the Board of Managers shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair and replacement of common elements. In determining the amount of reserves appropriate, the Board of Managers shall take into consideration the following:
 - 1. The repair and replacement cost, and the estimated use of life, of the Property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and the common elements, and interview systems and equipment;
 - 2. The current and anticipated return on investment of Association funds;
 - 3. Any independent professional reserve study in which the Association may obtain;
 - 4. The financial impact on Unit Owners, and the market value of the condominium Units, of any assessment increase needed to fund reserves; and
 - 5. The ability of the Association to obtain financing or refinancing.
- f. The Association may elect to waive in whole or in part any reserve requirements by a vote of two thirds (b) of the total votes of the Association. The Association may re-establish reserve requirements, as required by law, by a vote of two thirds (b) of the total votes of the Association.
- g. In the event that the Association waives all or part of the reserve requirements, that fact must be disclosed after their meeting at which the waiver occurs by the Association in the financial statements of the Association, and, the response to any request of the perspective purchaser information described under Section 765 of the Condominium Property Act.

- h. Any nonrecurring common expense, any common expense not set forth in the budget as adopted or any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessments shall be subject to the approval by the affirmative vote of at least two thirds (b) of the Unit Owners voting at a meeting of Unit Owner duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in total payment assessed to a Unit equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or \$300.
- i. As used in these bylaws, the term "common expense" or "common charges" shall mean expenses or charges for the Association and condominium for which Unit Owners are proportionally liable, and shall include, but shall not be limited to the following.
 - 1. All expenses of managers of the Association.
 - 2. Management fees.
 - 3. All expenses for maintenance, repair, and replacement of the common elements.
 - 4. Rent for commonly used facilities.
 - 5. Taxes upon Association Property.
 - 6. Taxes upon leased areas.
 - 7. Insurance premiums on all policies of insurance obtained by the Board of Managers, managing agent, or manager.
 - 8. Security expenses.
 - 9. Working capital reserve.
 - 10. General operating reserve.
 - 11. Repair and replacement reserve.
 - 12. Reserve for deficits accrued in prior years.

13. Reserve for acquisition or lease of Units, the Owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or at foreclosure or other judicial sale.
 14. Utility expenses for water and gas, and related sewer rents.
 15. Utility expenses for electricity serving the common elements, other than leased portions thereof which will be separately metered.
 16. All other amounts that the Owners may agree upon or that the Board of managers may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.
 17. All other amounts designated common expenses by the declaration, by these bylaws, or by law.
- j. The Board of Managers will furnish copies of the budget on which the allocations and assessments of common charges are based to all Unit Owners and mortgagees and trust deed beneficiaries.

SECTION TWO. COLLECTION OF ASSESSMENTS.

The Board of Managers will assess common charges against the Unit Owners from time to time, and at least annually, and will advise each Unit Owner in writing of the amount common charges payable by him or her. If any common charges remain unpaid for more than thirty (30) days from the date due, the Board of Managers will take prompt action to collect the same.

SECTION THREE. COMMON SURPLUS.

If in any taxable year, the net income of the Unit Owners from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the Board of Managers, the excess will be returned forthwith to Unit Owners, the share of each being in proportion to the amount of assessments for common expense paid by him or her within the taxable year.

SECTION FOUR. LIABILITY FOR ASSESSMENTS.

- a. All Unit Owners are obligated to pay the common charges assessed by the Board of Managers at such times as the Board may determine. No Unit Owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her Unit. However, no Unit Owner will be liable for any assessment for common charges against his or her Unit subsequent to a sale, transfer, or other conveyance by him or her of the Unit made in accordance with

the provisions of Section Three Article Seven of these bylaws. Moreover, any Owner of an Unit that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these by- laws, convey the Unit to the Board of Managers or its designed, corporate or otherwise, as grantee on behalf of all other Unit Owners and such conveyance will exempt the Owner from liability for any common charges assessed thereafter. On the voluntary sale or conveyance of a Unit, all un- paid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by purchaser in preference to any other assessments or charges of whatever natures expect (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for tax past due and unpaid on the Unit, or (2) amounts due under mortgage or deed of trust instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the Board of Managers setting forth the amount of unpaid common charges due the Association from any seller, and will be entitled to rely on the statement. Such purchaser, mortgagee, or beneficiary will not be liable, nor will the subject Unit be subject to a lien, for any unpaid common charge in excess of the amount set forth in such statement. A mortgagee, trust deed beneficiary, or other purchaser of a Unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the Unit will not be subject to a lien for nonpayment of the charges.

- b. Any non-recurring common expense, any common expense not set forth in the budget as adopted or any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessments shall be subject to approval by the affirmative vote of at least two thirds (b) of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves pro- posed expenditures resulting in a total payment assessed to a Unit equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or \$300.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES.

In the event that the Unit Owner fails for thirty (30) days following the due date, to pay the Board of Managers the common charges assessed against his or her Unit, such Unit Owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date thereof; together with all expenses, including reasonable attorney's fees, incurred by the Board of Managers in any proceeding brought to collect the same, or to foreclose the lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES.

It will be the right and duty of the Board of Managers to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceeding, including reasonable attorney's fees, by an action brought against any Unit Owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any Unit in respect to which such default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real Property. In any such foreclosure the Unit Owner will be required to pay reasonable rental for the Unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the Board of Managers, as Plaintiff in such foreclosure, will be entitled to the appointment of a receiver to collect the same. The Board of managers, acting on behalf of all Unit Owners as the Unit Owners, will have power to bid on and purchase any such Unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

- (a) Each Owner will promptly perform all maintenance and repair work within his or her own Unit, which if omitted would affect any common element, any portion of the Property belonging to other Owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.
- (b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual Units, will be the responsibility of the Board of Managers and will be charged to all Unit Owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual Unit Owners, in which case such expenses will be the responsibility of and will be charged to such individual Unit Owners.
- (c) Each Unit Owner will be responsible for and reimburse the Association for any expenditure incurred in repairing or replacing any common element damaged through his or her fault.

SECTION EIGHT. USES OF UNITS.

- (a) Units will be used by their respective Owners only for purposes that are allowed, the ordinances, and regulations of the Village of East Dundee, County of Kane, and State of Illinois, as they may be applicable. Any use which requires a special or conditional use permit issued by the Village of East Dundee, by the County of Kane, by the State of Illinois, or by any federal agency including but limited to

the Environmental Protection Agency, must first be approved by a two thirds (b) vote of the Unit Owners and must be approved by respective municipality or governmental entity or agency with jurisdiction over the matter.

- (b) The storage of any hazardous substances on any part of the condominium Property is prohibited.
- (c) No Owner, occupant, or lessee will install wiring for any electrical or telephone installation, television antenna, air conditioning unit, or machine of any kind, on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by a majority of Unit Owners.
- (d) Owners will not take or cause to be taken within their Units any action that would jeopardize the soundness or safety of any part of the condominium Property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all Unit Owners who might be affected.
- (e) Owners will not permit anything to be done or kept in their Units that would increase the rate of fire insurance thereon or on the condominium as a whole.

SECTION NINE. MODIFICATIONS BY UNIT OWNERS.

No Unit Owner will make any structural addition or alteration in or to his or her Unit without prior written consent of the Board of Managers. On request by any Unit Owner for an approval of a proposed addition or alteration, the Board of Managers will answer the same within forty-five (45) days after receipt thereof, and failure to do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alterations in or to any Unit will be executed by the Board of Managers only. However, neither the Board nor any Member thereof will be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or Property as a result of such addition or alteration or the construction thereof. The provisions of this Section will not apply to Units Owner by Developer Unit the Units have been initially sold by Developer and paid for.

SECTION TEN. RIGHT OF ENTRY.

Each Unit Owner will grant to the manager, managing agent, or other person or persons authorized by the Board of Managers, a right of entry to correct any condition threatening his or her Unit and threatening another Unit or common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her Unit or elsewhere; and to correct any condition which violates the provision of any mortgage secured by, or deed of trust covering, any other Unit. Requests for entry will be made in advance and will be scheduled for times convenient to the Owner except that in case of emergencies, right of entry will be immediate, and will exist whether the Unit Owner is present at the time or not.

SECTION ELEVEN. USE OF COMMON ELEMENTS.

Subject to any restrictions as may be contained in the Declaration and/or in these Bylaws, each Unit Owner shall have the nonexclusive right to use the common elements in common with the other Unit Owners, as may be required for the purpose of ingress and egress to and use in enjoyment of the respective Unit owned by such Unit Owner.

SECTION TWELVE. MODIFICATIONS BY BOARD OF MANAGERS.

Any additions or alteration in or to the common elements costing ONE THOUSAND and 00/100 DOLLARS (\$1,000.00) or less may be made by the Board of Managers without approval of the Unit Owners or of Unit mortgagees or trust deed beneficiaries, and the cost thereof will be treated as common expenses. Whenever in the judgment of the Board of Managers, the common elements require additions or alterations costing in excess of ONE THOUSAND and 00/000 DOLLARS (\$1,000.00), the making of such additions or alterations will require approval by a majority of Unit Owners, and by those mortgages holding first mortgages, or those beneficiaries under deeds of trust, on three (3) or more Units. After approval has been obtained, the Board of Managers will proceed with the additions or alterations, and the cost will be treated as common expense.

SECTION THIRTEEN. REPAIR OR RECONSTRUCTION.

In event of any destruction of any improvements on the condominium Property or any part thereof, including any Unit therein, but excluding furniture, fixtures, decorations, equipment, or personal Property installed or placed therein by Unit Owners or to any common element or elements or any part thereof, such improvements or common elements will be promptly repaired and restored by the Board of Managers using the proceeds of any insurance procured and maintained as herein provided. If the proceeds are inadequate to cover the costs of repair and restoration, Unit Owners directly affected by the damage or destruction will be assessed therefor on an equitable basis according to the benefit to be derived by them from such repair and restoration. If any one or more of those comprising a minority of Unit Owners refuses to pay such assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the Unit Owners to be benefitted thereby. However, if eighty percent (80%) or more of the building is destroyed or substantially damaged, as shall be determined by the Unit Owners, unless otherwise unanimously agreed upon by the Unit Owners; the Board of Managers will proceed to realize on the salvage value of the portion of the condominium Property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the Property, together with the proceeds of any insurance, after making provisions for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

SECTION FOURTEEN. FIRE AND EXTENDED COVERAGE INSURANCE.

The Board of Managers, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and such other hazards as are covered under

standard extended coverage provisions for the full insurable replacement cost of common elements and the Units. The full insurable replacement cost of the Units may include the replacement cost value of betterments and improvements made in and to a Unit by a Unit Owner if it is so provided by the condominium declaration, and if it is so provided in the condominium instruments, any increase premium charge therefor shall be assessed to that Unit Owner under the provisions of Section 309 in Chapter 30 of the Illinois Revised Statutes.

SECTION FIFTEEN. LIABILITY INSURANCE.

The Board of Managers or the managing agent or manager, as the case may be, will obtain and continue in effect comprehensive public liabilities arising in connection with the Ownership, existence, use or management of the Property in amounts, if any, specified by the condominium instruments or otherwise deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the Unit Owners' Association, the management agent, and their respective employees, agents and all persons acting as agents. The Developer shall be included as an additional insured in his capacity as Unit Owner and Board Member. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subordination by the insuring company against any of the above named insured persons. Premium for such insurance shall be common expenses.

SECTION SIXTEEN. BENEFICIARIES OF INSURANCE.

All policies of insurance herein required to be obtained will be written in the name of, and the proceeds there for shall be deemed payable to, the Board of Managers, as trustee for each of the Unit Owners in the percentages established in the declaration. The Board of Managers, or the persons acting in such capacity pursuant to Section 318.2 in Chapter 30 of the Illinois Revised Statutes, shall have authority to designate any corporation qualified to accept and execute trusts in this state to act as agent or trustee for, or as successor trustee to, said Board of Managers for the purpose of collecting and disbursing the proceeds of such insurance in the manner provided by the declaration, the bylaws, and the Condominium Property Act. Premiums for such insurance and other expenses in connection therewith shall be common expense.

SECTION SEVENTEEN. RIGHT OF OWNERS TO INSURE UNITS.

Any insurance procured or maintained by the Board of Managers, or managing agent or manager, as the case may be, will be without prejudice to the right of each Unit Owner to procure and maintain such Unit insurance as he or she sees fit.

SECTION EIGHTEEN. ABATEMENT OF VIOLATIONS.

Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant hereto, will give the Board of Managers, acting on behalf of all Unit Owners, the right, in addition to any other rights set forth herein:

- (a) To enter any Unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, anything or condition constituting such violation or breach; and the Board of Managers will not be deemed guilty of trespass in so doing; or
- (b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

ARTICLE VI MORTGAGES AND DEEDS OF TRUST

SECTION ONE. NOTICE OF ENCUMBRANCE.

An Owner who mortgages his or her Unit or deeds his or her Unit in trust will, within fourteen (14) days after such mortgage or deed of trust has been executed, notify the manager, managing agent, or secretary of the Association of the name and address of his or her mortgagee or trust deed beneficiary; and the secretary will maintain such information in a book entitled "Mortgagees of Units".

SECTION TWO. PAYMENT OF ASSESSMENTS.

No Unit Owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease his or her Unit unless and until he or she has been paid in full to the Board of Managers all unpaid charges therefore assessed against his or her Unit, and until he or she has satisfied all unpaid liens against his or her Unit other than mortgage liens.

SECTION THREE. NOTICE OF UNPAID ASSESSMENTS.

The secretary of the Association will, at the request of a mortgagee or trust deed beneficiary of a Unit, report any unpaid assessments due from the Owner of such Unit.

SECTION FOUR. NOTICE OF DEFAULT.

Upon giving notice to a Unit Owner of a default, whether in payment of common charges or otherwise, the Board of Managers will send a copy of the notice to each holder of a mortgage secured by the Unit, or trust deed beneficiary of the Unit, whose name and address appears in the book entitled "Mortgagees of Units".

SECTION FIVE. INSPECTION OF BOOKS.

Unit Owners, mortgagees, and beneficiaries under deeds of trust covering Units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

SECTION SIX. BLANKET MORTGAGES.

Notwithstanding any other provision hereof, the entire condominium Property, or some or all of the Units therein, together with the undivided interests in the common elements and limited common elements appurtenant thereto, may be subjected to a blanket mortgage constituting a

first lien thereon, created by an instrument executed by all Owners of the Property or Units covered thereby and recorded in the office in which these bylaws are recorded. Any Unit included under the lien of such a mortgage may be sold or otherwise conveyed or transferred subject thereto. The instrument creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his or her Unit and its appurtenant interests in the common elements and limited common elements from the lien of such mortgage and a satisfaction and discharge in recordable form, on payment of a sum equal to the proportionate share attributable to his or her Unit of the then outstanding balance of unpaid principal and accrued interest and other proper charges. The proportionate share attributable to each Unit shall be in each case the proportion in which all Units then subject to the lien of the mortgage share among themselves in liability for common expenses as provided in the declaration or such other reasonable proportion as shall be specifically provided in the mortgage instrument.

SECTION SEVEN. AMENDMENT.

These Bylaws may only be amended by the affirmative vote of a majority of the Unit Owners entitled to vote, cast in person or by proxy at a meeting duly called and held in accordance with these Bylaws, Notwithstanding said affirmative vote, however, no amendment which changes the allowed uses of the Units shall be effective without the approval of the Village of East Dundee and the adoption by it of an ordinance.

Mail to:
Prepared By:
CRAIG S. KRANDEL, Esq.
407 Congress Parkway Ste E
Crystal Lake, IL 60014

EXHIBIT "D"

CERTIFICATE OF DEVELOPER

Thomas Roeser hereby certifies that:

1. He is a President of Otto Engineering, which is the Developer of Summit Square Condominiums.

2. Prior to the execution by the undersigned or its agent of any agreement for the sale of a Unit, as that term is defined in the DECLARATION OF CONDOMINIUM, pursuant to the Illinois Condominium Property Act, all tenants for which a notice of intent was required to submit the property to the Illinois Condominium Property Act, as that term is described in the Act, were given the requisite notice.

DATED: August __, 2013

Otto Engineering, Inc.
An Illinois Corporation

By: T. Roeser

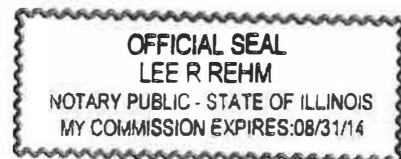
STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Lee R. Rehm, a Notary Public in and for the County and State aforesaid, do hereby certify that Pamela Miller, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 19th day of August, 2013.

Lee R. Rehm
Notary Public

My Commission Expires: 08/31/14



**FIRST AMENDMENT TO SUMMIT SQUARE CONDOMINIUMS
CONDOMINIUM DECLARATION**

This **FIRST AMENDMENT TO SUMMIT SQUARE CONDOMINIUMS CONDOMINIUM DECLARATION** is made and entered into as of the 25th day of January, 2021, by the Board of Managers ("Board") of the Summit Square Owner's Association ("Association").

WITNESSETH

WHEREAS, by a Declaration of Condominium dated September 17, 2013 and recorded as document number 2013K069969 with the Kane County Recorder on September 26, 2013 ("Declaration"), Otto Engineering, Inc., an Illinois corporation ("Declarant"), submitted certain real property identified in the Declaration to the provisions of the Illinois Condominium Property Act, as amended ("Act"); and

WHEREAS, the Declaration, after the Declarant owns less than a majority of the interests in the Units, reserves to the Unit owners of the Association the right to amend the Declaration upon the affirmative vote of those Unit owners entitled to exercise 66 2/3% or more of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the Association's Bylaws; and

WHEREAS, the Declarant no longer owns a majority of the interests in the Units; and

WHEREAS, the Unit owners of the Association held a special meeting on September 13, 2018, at which time the Unit owners were apprised and made aware of the proposed agreement with 811 Main St Apts, LLC, an Illinois limited liability company ("LLC") for an easement over a certain portion of the common elements of the Association's property ("Easement Agreement"); and

WHEREAS, in order for the Association to enter into the proposed Easement Agreement with the LLC, the Unit owners must first adopt an amendment to the Declaration in accordance with the requirements of the Declaration; and

WHEREAS, the Unit owners entitled to exercise 66 2/3% of or more the total voting power of the Association, at said special meeting, voted to adopt this First Amendment to the Declaration, and authorized the Board of Managers to record the same;

NOW THEREFORE, the Unit owners of the Association have voted to amend the Declaration as follows:

A new Section 33 shall be added to the Declaration as follows:

33. DIRECTION TO BOARD OF MANAGERS TO GRANT EASEMENT

a. The Unit owners have deemed it advisable and hereby direct the Board of Managers to enter into an easement agreement with 811 Main St Apts, LLC, an Illinois limited liability company ("LLC") for a perpetual non-exclusive ingress and egress easement and detention easement over that portion of the Association's land depicted and described in the Plat of Easement attached hereto as Exhibit A ("Easement Area").

b. The LLC shall be responsible for all maintenance, upkeep and repairs to the Easement Area and all costs associated therewith, including but not limited to: plowing, paving and resurfacing, and striping as applicable.

c. The perpetual non-exclusive easement granted to the LLC shall be a covenant that runs with the land of the Association and shall be for the benefit and obligation of all successors and assigns to the LLC.

d. The Unit owners' percentage ownership in the common elements shall not be impacted by this First Amendment to Declaration, nor shall the rights of the Unit owners be diminished in any way as to the use of the common elements of the Association, as the LLC is being granted a non-exclusive easement over the Easement Area.

e. The Board of Managers shall record this First Amendment to Declaration in advance of entering into the easement agreement with the LLC.

f. The Board of Managers and the President are hereby authorized and directed to enter into the easement agreement with the LLC.

g. If the terms and provisions of this Section 33 of the Declaration are in conflict with any other terms and provisions of this Declaration, the terms and provisions of this Section 33 shall control.

IN WITNESS WHEREOF, the Unit owners of the Association entitled to exercise 66 2/3% or more of the total voting power of the Association, have set their hands below as their free act and deed and have approved this First Amendment to Summit Square Condominiums Condominium Declaration in accordance with the Association's Declaration, Bylaws and Illinois law.

[SIGNATURE PAGE FOLLOWS]

Village of East Dundee

Dundee Township

By: Jennifer Johnson, Village Manager

By: Patricia Glees, Supervisor

Signature

Signature

Unit(s): 113

Percentage Ownership: 57%

Unit(s): 201

Percentage Ownership: 19.3%

STATE OF ILLINOIS

)

) SS

COUNTY OF KANE

)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **Patricia Glees**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as Supervisor of Dundee Township, and as her free and voluntary act, and as the free and voluntary act and deed of said Township, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of January, 2021.

Notary Public

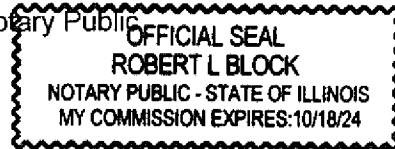
STATE OF ILLINOIS

)

) SS

COUNTY OF KANE

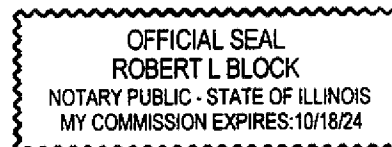
)



I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **Jennifer Johnson**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as the Village Manager of the Village of East Dundee, and as her free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of January, 2021.

Notary Public



P.I.N. No. 03-26-226-009 THU 014

BAR, PLAT 102
NEEDLES ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
80 EAST STATE PARKWAY
CHAMPAIGN, IL 61813

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) ss:
COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE VILLAGE OF EAST HUNTER A MUNICIPAL CORPORATION IS THE HOLDER OF RECORD TITLE OF THE PROPERTY DESCRIBED AND DEPICTED HEREON AND THAT IT HAS CAUSED THIS PLAN OF EASEMENT GRANT TO BE PREPARED AS SHOWN HEREON AND THAT IT DOES HEREBY GRANT THE EASEMENT HEREON SHOWN, SUBJECT TO THE EASEMENT PROVISIONS FOR SAME HEREIN STATED FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED AT _____, ILLINOIS THIS _____ DAY OF _____, A.D. 20____

BY _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) ss: _____

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

**MILITARY PUBLIC
MY COMMISSION EXPIRES**

THE UNIVERSITY OF CHICAGO

STATE OF ILLINOIS } ss:

I, JEFFREY W. GLINT, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3694 HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH, AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE HEREIN CAPTIONED PROPERTY DIMENSIONS AS THE SAME HAVE BEEN MEASURED AND DESCRIBED BY THE SURVEYOR.

COUNTY OF COOK }

SCHAMBERG, ILLINOIS

BY: _____



EXPIRES 11-30-22

HAEGER ENGINEERING

100 East Lake Avenue, Woodbury, N.J. 07072
Tel. 862-266-6632 Fax: 862-274-6606
Harris Publishing Group Inc., 15000 137th Avenue, Suite 100, Appleton, WI 54912

1492 *Environ Biol Fish* (2015) 98:1487–1494

19-0113
 ED JMW: Answer: Defamation 212

LEGAL DESCRIPTION:

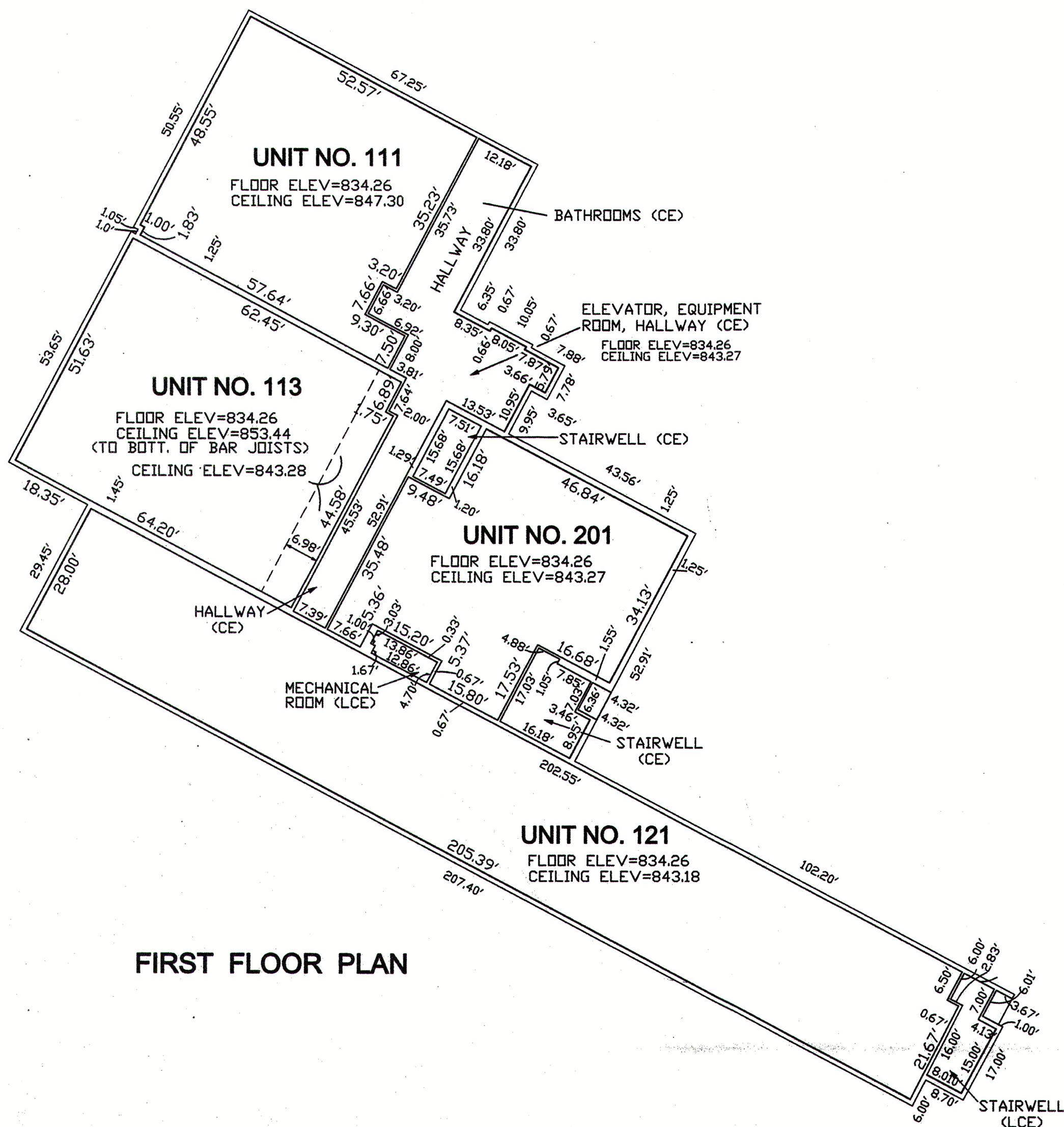
PART OF LOT 11 AND PART OF VACATED ROBERT AVENUE LYING BETWEEN THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF LOTS 5 THROUGH 8, IN BLOCK 1 OF FOX RIVER BLUFFS UNIT 1, A SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 61 DEGREES 50 MINUTES 08 SECONDS WEST ALONG THE NORTHERLY LINE OF HIGGINS ROAD, 40.42; THENCE NORTH 26 DEGREES 53 MINUTES 50 SECONDS EAST, 30.81 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 47.00 FEET AND ARC LENGTH OF 51.90 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 49.30 FEET AND BEARING OF NORTH 58 DEGREES 31 MINUTES 47 SECONDS EAST; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST, 57.14 TO THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00 DEGREES 07 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 28.00; THENCE NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST, 45.74 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 23.00 FEET AND ARC LENGTH OF 9.17 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 9.11 FEET AND BEARING OF SOUTH 78 DEGREES 44 MINUTES 43 SECONDS WEST; THENCE SOUTH 28 DEGREES 11 MINUTES 21 SECONDS WEST, 48.20 FEET TO THE POINT OF BEGINNING.

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
PLAT OF SURVEY

SUMMIT SQUARE CONDOMINIUM

SHEET 2 OF 2



FIRST FLOOR PLAN

NOTE:

ALL INTERIOR WALLS ARE
0.50' UNLESS NOTED OTHERWISE
ALL EXTERIOR WALLS ARE 1.0'
UNLESS NOTED OTHERWISE

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

AREA CHART

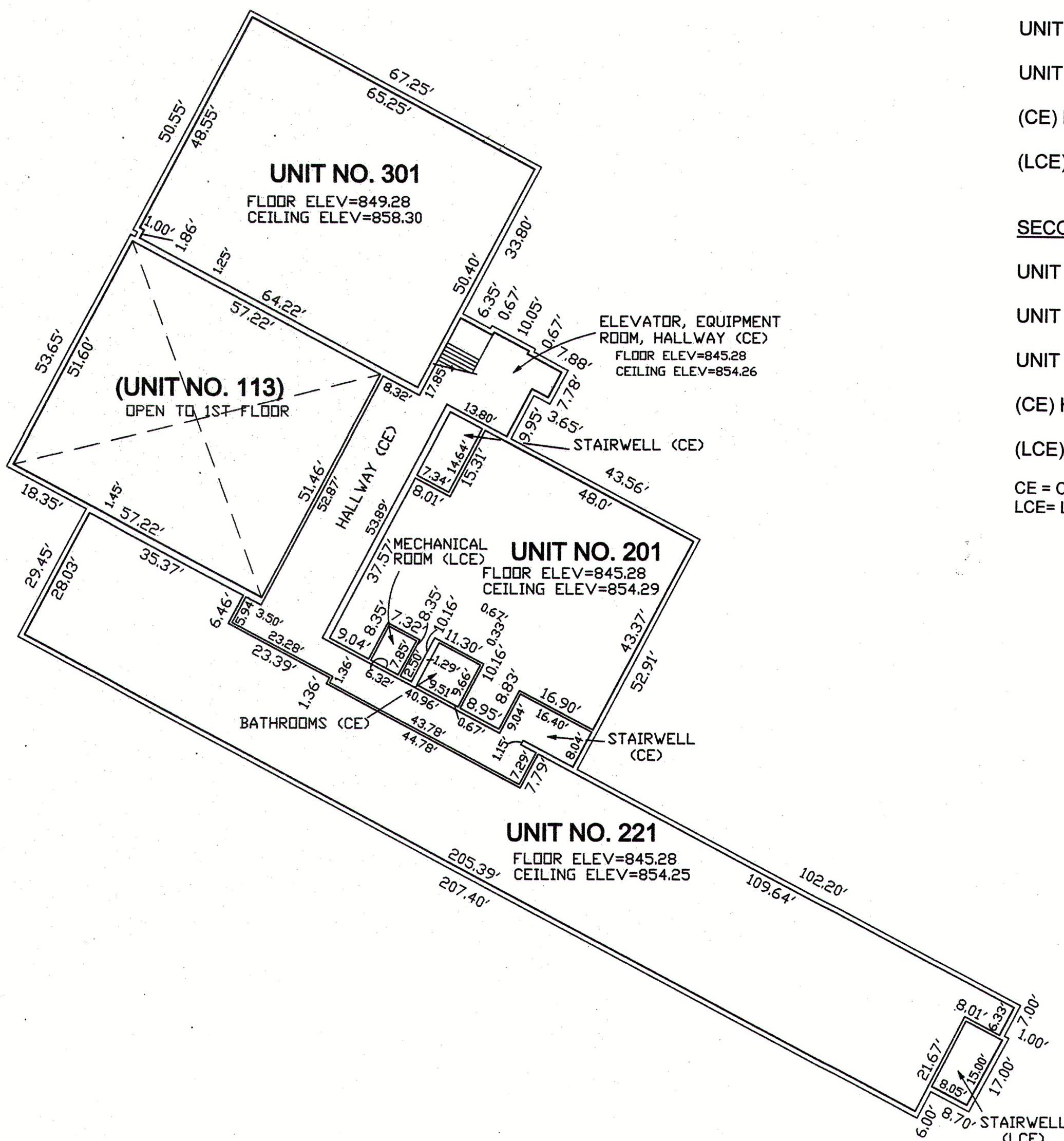
FIRST FLOOR AREAS

UNIT 111	2,667 SQ FT
UNIT 113	3,297 SQ FT
UNIT 121	5,730 SQ FT
UNIT 201 (1 ST FLOOR)	2,377 SQ FT
(CE) HALL, BATHROOMS, STAIRS, ETC.	1,723 SQ FT
(LCE) STAIRWELL, MECH. ROOM	232 SQ FT

SECOND FLOOR AREAS

UNIT 201 (2 ND FLOOR)	2,476 SQ FT
UNIT 221	5,300 SQ FT
UNIT 301	3,284 SQ FT
(CE) HALL STAIRWELL, BATHROOM, ETC.	1,903 SQ FT
(LCE) MECH. ROOM, STAIRWELL	215 SQ FT

CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT



STATE OF ILLINOIS }
COUNTY OF KANE } ss: JUNE 5, 2013

I hereby certify that I have surveyed the property described in
the above caption according to the official record, and that the
above plat is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 35-2700
My License expires 11/30/14

Any discrepancy in measurement should be promptly
reported to the surveyor for explanation or correction.

WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND
UTILITIES OR UNDERGROUND IMPROVEMENTS.

FIELD WORK COMPLETED: APRIL 5, 2003

THIS SURVEY IS VALID ONLY
WITH EMBOSSED SEAL.

This professional service conforms to the current
Illinois minimum standards for a boundary survey.

Professional Design Firm Land Surveying
Corporation, License No. 184-002863

Alan J. Coulson, P.C.

PROFESSIONAL LAND SURVEYORS
645 S. 8th St., (Rte. 31) West Dundee, IL 60118
Phone: (847)-426-2911 Fax: (847)-426-8074
E-Mail: SIRVAYR@AOL.COM

Scale: 1" = 20'
Ordered: PREMIER COMMERCIAL REALTY
Buyer: 03-2610
Page: 057, 949 CON
Drawn: EST DUNDEE
Job: EST DUNDEE
City: EST DUNDEE

Compare the description on this plat with deed. Refer to deed for easements and building lines.

Summit Square Current Association Dues

Unit #	Sq. FT	%	Yearly Dues	Monthly Dues
111	2,667	10.61%	\$4,267.20	\$355.60
113	3,297	13.12%	\$5,275.20	\$439.60
121	5,730	22.80%	\$9,168.00	\$764.00
201	4,853	19.31%	\$7,764.80	\$647.07
221	5,300	21.09%	\$8,480.00	\$706.67
301	3,284	13.07%	\$5,254.40	\$437.87
Totals	25,131	100.00%	\$40,209.60	\$3,350.80

Minutes for Summit Square Owners Association Meeting January 5, 2022

Call to Order

A Summit Square Owners Association meeting was held on January 5, 2022 in the Dundee Township Supervisor's Office Meeting Room. It began at 9:07AM. Minutes were taken by Katie Meyer.

Attendees

Voting members in attendance: Arin Thrower, Lande Sunny (on the phone) and Brandiss Martin the Finance Director for the Village of East Dundee representing the East Dundee Village Administrator Erika Storlie

Guests in attendance: Robert Block and Katie Meyer

Members not in attendance: Tom Roeser and Erika Storlie

Approval of Minutes

Thrower motioned to approve the October 6, 2021 meeting minutes. Brandiss seconded.

Agenda

Discussion on Common Area Improvements

Arin would like to get the lobby flooring replaced by March and the parking lot sealed and striped as soon as possible. Lande mentioned it was a nice having the scent machine in the lobby area. Arin replied the Association was able to sample it free for a temporary amount of time. The cost is \$100 per month. Once the building has more tenants and more dues coming in, we would like to add this feature.

Discussion on Annual Maintenance Items

Currently, the Dundee Township staff have been covering the plowing and salting of the parking lot during regular business hours. It is assumed the Village of East Dundee is covering the plowing and salting after hours. Brandiss will check on this. The parking lot maintenance should be decided and put in writing.

Discussion on Owner Assessments

It is undetermined if the Village of East Dundee will pay into the Summit Square Owners Association dues. Currently, Dundee Township pays \$647, Lande Sunny pays \$355 and Tom Roeser pays \$437 monthly in Summit Square Association dues. The liability insurance is \$4,200 annually and the Associate dues cover the cost. Lande questioned how the Village of East Dundee can allow the Dundee Foundation, which occupies seven room spaces on first floor and four room spaces on the second floor, to operate in the building without the Village paying into the liability insurance. The Dundee Foundation has a user agreement with the Village of East Dundee.

Discussion on the Annual Budget

The Summit Square Owners Association's annual budget is \$21,627.09 and has been so for eight years. This year \$1,618.93 was leftover for reserves. Initially, the Village of East Dundee paid all the utility bills. Two years ago they stopped paying the Nicor gas bill and now the Associate dues cover it.

SSOA Annual Operating Expenses:

Nicor	\$1,726.98
Bank Charges	\$43.45
Building Repairs	\$610.50
Elevator Maintenance	\$4,412.76
Insurance	\$4,642.85
Janitorial Service	\$3,836.40
Landscaping Expenses	\$960.58
Licenses & Permits	\$14.00
Plumbing & Electrical	\$.01
Trash Service	\$3,415.63
Window Cleaning	\$345.00
	<hr/>
	\$20,008.16

Annual Budget \$21,627.09

2021 Expenses \$20,008.16

Reserves	<hr/>	\$1,618.93
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Other Business

Request for Proposals

Brandiss said the Village of East Dundee is posting RFP's for the building spaces they own.

Back Dues

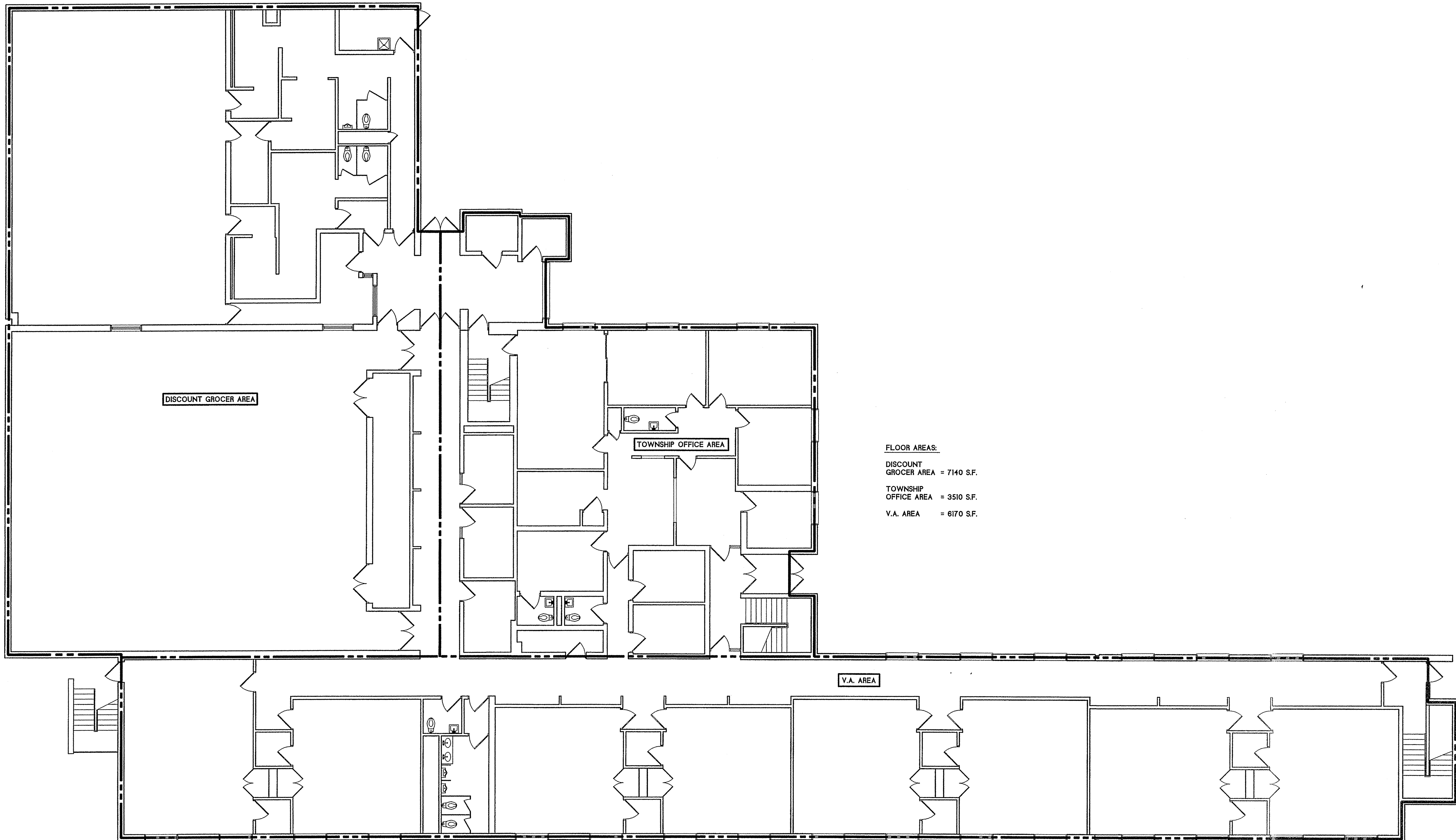
Robert said Lande is behind \$3500 in Association dues for the 611 Gallery Space and \$3,100 for the Cake Village business she previously operated in Tom Roeser's space totaling \$6,600.

Adjournment

9:54AM

Date and Time of Next Meeting

To be determined



FLOOR AREAS:
DISCOUNT
GROCER AREA = 7140 S.F.
TOWNSHIP
OFFICE AREA = 3510 S.F.
V.A. AREA = 6170 S.F.

1 FIRST FLOOR EXISTING CONDITIONS
AI SCALE: 1/8" = 1'-0"

No.	Date	Revisions	By
1-30-12	ISSUED FOR OWNER REVIEW	PS	

ARCHITECT:
JOHN NELSON
1420 Whispering Spring Circle
Palatine, Illinois 60074
(847) 991-9154
janco4@comcast.net

DESIGNER:
PAUL SIEBEN
870 W. Hillside Street
Palatine, Illinois 60067
(847) 991-6110
archeons@scbglobal.net

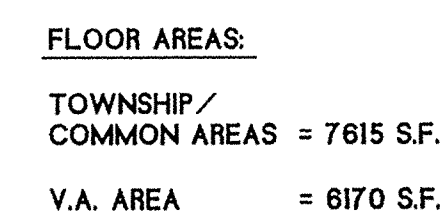
Date: JULY 30, 2012 Drawn by: PS
Scale: AS NOTED Checked by: JN

INTERIOR REMODELING
FOR:
SUMMIT SCHOOL
611 E. Main Street
East Dundee, Illinois 60118

FIRST FLOOR
EXISTING CONDITIONS

PROJECT: **275**
BINDING ORDER: 1 of 2

A-1



1 SECOND FL
A2 SCALE: 1/8" = 1'-0"

ARCHITECT:

DESIGNED _____

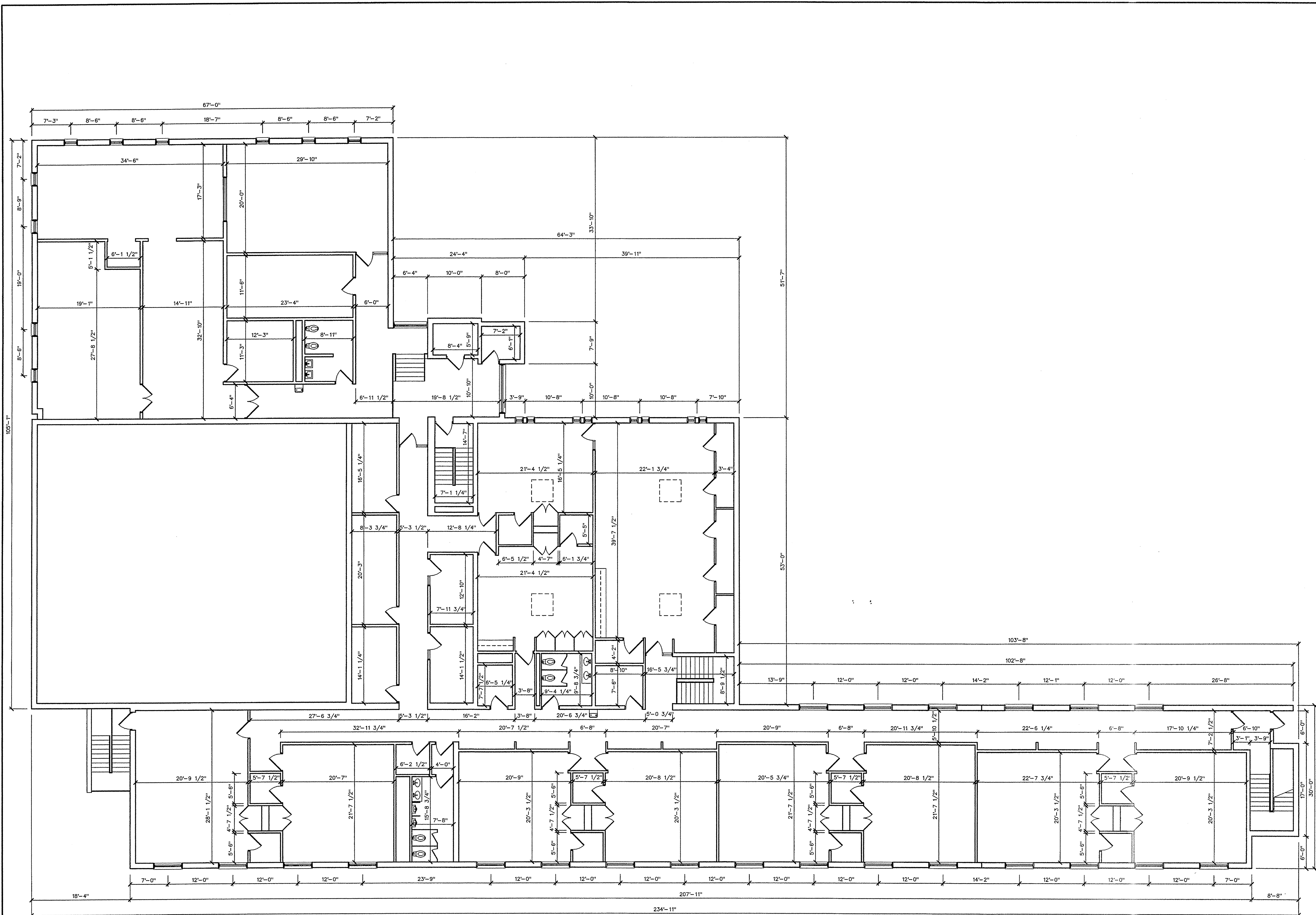
Date: JULY 30, 2012	Drawn by: PS
Scale: A5 NOTED	Checked by: JN

DISCUSSION

SECOND FLOOR

PROJECT:	A-2
----------	-----

A-2



1 SECOND FLOOR EXISTING CONDITIONS
A2 SCALE: 1/8" = 1'-0"

11-25-15	ISSUED FOR OWNER REVIEW	PS
No.	Date	Revisions
		By

ARCHITECT:
JOHN NELSON
1420 Whispering Spring Circle
Palatine, Illinois 60074
(847) 991-9154
janco4@comcast.net

DESIGNER:
ARCHITECTURAL CONSULTING SERVICES
870 W. Hillside Street
Palatine, Illinois 60087
(847) 991-6110
archcons@scglobal.net

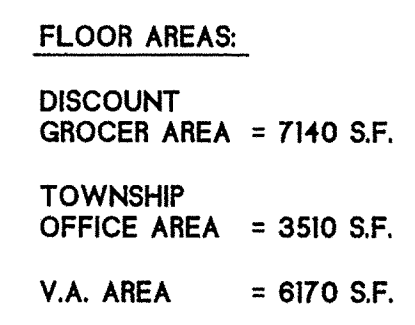
Date: NOV. 25, 2015 Drawn by: PS
Scale: AS NOTED Checked by: JN

INTERIOR REMODELING
FOR:
SUMMIT SCHOOL

611 E. Main Street
East Dundee, Illinois 60118

SECOND FLOOR EXISTING CONDITIONS

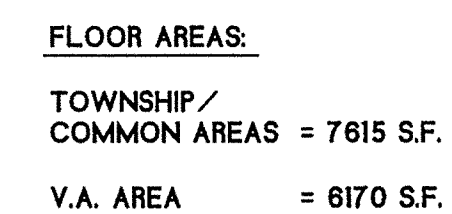
PROJECT:
BINDING ORDER: 2 of 2



SCALE: 1/8" = 1'-0"

PROJECT: _____
 BINDING ORDER. 1 of 2

A-1



1 SECOND FLOOR EXISTING CONDITIONS
A2 SCALE: 1/8" = 1'-0"

PROJECT: _____

BINDING ORDER: 2 of 2

A-2

A-2



COVER LETTER

To: Village of East Dundee
From: Clifford Surges
Re: Summit Square Condominium RFP
Date: May 24, 2022

Dear Administrator Storlie & Village Board,

I am writing this letter on behalf of Surges & Associates to express our interest in purchasing the available units located at 611 E. Main Street in East Dundee.

The project is a long term hold for our ongoing operations and will be supplemented with professional service uses.

We are no stranger to the community and would enjoy the opportunity bring the blighted units in the Summit Building back to a positive standing in the community that contributes its share back to the tax rolls while bringing both clients, staff, and guests to East Dundee.

I am available at any time should staff or the board have any questions or require more information regarding our offer.

Thank you,

Clifford Surges
Principal, Surges & Associates, Inc.


csurges@surgesassociates.com

Enclosures



LIST OF UNITS TO BE PURCHASED

Surges & Associates is interested in:

- Suite 113: Gymnasium/open space that spans both the first and second
- Unit 121: 8 Classrooms or individual office spaces on the 1st floor
- Unit 221: 8 Classrooms or individual office spaces on the 2nd floor

PRICE

We respectfully submit an offer of \$50,000 total for the areas listed above.

PROOF OF FINANCIAL CAPABILITY TO EXECUTE

Please find attached a copy of the cash on hand for purchase as well as available funds for the renovation of the interested areas. Assessments and property taxes will be from ongoing operations per the appropriate schedules.



PROPOSED USE

The primary use is to re-establish our insurance agency and investment operations to a larger facility that will occupy up to 5 of the second-floor classrooms.

We have simply outgrown our 210 N River Street facility and this opportunity allows us to stay within the community we are endeared to.

Our intention is to bring the building back to a positive standing in the community by presenting a collaborative use of the available spaces for professional offices, meeting rooms, and complimentary community programming.

To achieve this, we are open to and willing to accommodate both the **Township** and **Fox River Players** proposals if successful. Remaining space will be marketed to professional operations such as counseling centers, law offices, or architectural type uses.

Hours of operation match those of our existing facility of M-F from 9-5 with Saturdays by appointment.

Licensing agreements do not seem applicable to the use of these rooms.



PROPOSED USE continued

The parking lot projections would be 1-10 cars daily for our staff.

Looking at the entire space, we would not expect the office areas to exceed the existing capacity and believe that the complimentary/supplemental hours of operation work quite well.

We acknowledge that the proposed uses are in conformance with the bylaws of the condominium association.

SUMMARY

Surges & Associates continues to be an active member of the community where our staff lives, has raised our families and worship.

Our current facility is over 100 years old. We have painstakingly rehabbed her back to prominence and welcome board members to visit and view our craftsmanship.

[REDACTED] We are up for a similar challenge at Summit and expect our results have the same positive effect.

Further, we understand that the current tenants will be displaced in this transaction. **We are happy to extend the food pantry space on the first floor for 90 days allowing them to transition** to their new home as we can focus our efforts on the second floor for that brief period.

We look forward to expanding our office space so that we can better serve our clients and appreciate your consideration of this offer.

Sincerely,

Clifford Surges
Principal, Surges & Associates, Inc.



Removal of block walls opened with glass walls





We need a conference room. River Street just doesn't have the space.



Common or Shared waiting areas



ANDRESEN & ASSOCIATES

Delivered Via Hand Delivery and Electronic

Mail: estorlie@eastdundee.net

May 25, 2022

Village of East Dundee – Summit Square RFP
Attention: Erika Storlie, Village Administrator
120 Barrington Avenue
East Dundee, IL 60118

Re: Andresen & Associates Proposal

Dear Erika:

Thank you for the opportunity to respond to the *Request for Proposal(s) for the Purchase of Real Estate (Condominium Units) Located at Summit Square* issued by the Village of East Dundee on April 8, 2022 (the “**Village RFP**”). Andresen & Associates, P.C. (the “**Firm**”) is excited to submit the accompanying proposal (the “**Proposal**”) to purchase four (4) sub-units in Unit 121 of the Summit School building as it is believed that this might be one of those rare instances in which both parties to a transaction are able to accomplish their primary goals.

Though I vocally advocated for the Village to relieve itself of its burdens related to the Summit School building as a Trustee for over four years, it was a post-term turn of events that has forced me to play a small role in making that goal a possible reality in a way previously unimagined. In mid-February, the Firm was notified that it must vacate the amazing office space it had built-out and maintained since early 2016 at 319 Meier Street prior to March 31, 2022. While the Firm was able to timely vacate the premises, circumstances forced the storage of all items removed from the premises in six different storage facilities in East Dundee, Gilberts, Carpentersville and Lake in the Hills—with no rhyme, reason or documentation where any particular items were stored. As the sole owner of the Firm, I am hopeful that this unworkable state of affairs can be addressed via the acquisition of four sub-units for use as unified, climate-controlled storage. The Firm’s financial capability is discussed in detail in **Confidential Attachment C** to the Proposal.

Thank you for your time and attention to the *Proposal* submitted herewith. Please do not hesitate to contact me with any questions or comments that you may have at scott@andresenlawfirm.com or at (██████████)

Sincerely,

Scott A. Andresen
Sole Shareholder

PROPOSAL

**FOR THE PURCHASE OF REAL ESTATE LOCATED AT
611 E. MAIN STREET, EAST DUNDEE, ILLINOIS 60118**



Prepared For:

**VILLAGE OF EAST DUNDEE
(SUMMIT SQUARE RFP)**

**Attention: Erika Storlie, Village Administrator
120 Barrington Avenue
East Dundee, Illinois 60118
estorlie@eastdundee.net**

Submitted By:

ANDRESEN & ASSOCIATES, P.C.



ANDRESEN & ASSOCIATES

andresenlawfirm.com

May 25, 2022

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PROPOSED USE OF PURCHASED UNITS 4

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 B. Workspace 4

 C. Potential Future Uses 4

 D. Rehabilitation Costs 4

 E. Hours of Operation 4

 F. Licensing Requirements 5

 G. Projected Use of Parking 5

 H. Acknowledgment of Conforming Use 5

ABOUT *ANDRESEN & ASSOCIATES* -AND- *GORD BEING GORD* 5

OFFER TO PURCHASE 6

ATTACHMENT A

ATTACHMENT B

ATTACHMENT C (CONFIDENTIAL)



RFP EVALUATION CRITERIA & SCORECARD

ANDRESEN & ASSOCIATES, P.C.

Evaluation Criteria	5	4	3	2	1
Financial Capability to Execute Proposal					
Price Offered for Property					
Organization and Completeness of Proposal					
Compatibility of Proposed Use with Existing Uses					
Number of Units Purchased					
Subtotal:					
<i>Extra Points - Compilation Potential</i>					
TOTAL:					

Financial Capability to Execute Proposal

To what degree does the proposer have the financial means to follow through on the purchase of the property and once purchased, the capability to invest in needed maintenance/upgrades as well as pay monthly association dues.

Price Offered for Property

How does the proposed price compare to the price offered on other proposals.

Organization and Completeness of Proposal

To what degree does the proposal adhere to the requirements of the RFP; To what degree does the proposal meet stated contractual terms and conditions?

Compatibility of Proposed Use with Existing Uses

To what degree is the proposal compatible with the existing uses of the facility. Current owners are Township Government Offices, Standard Office Space and Special Events Space.

Number of Units Purchased

How many Units or total square footage are to be purchased.

Compilation Potential

If Proposer is not proposing to purchase all units, extra points will be awarded to those proposers whose proposed purchase can be assembled with other proposers to achieve the Village's goal of complete sale of all units.

Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

BACKGROUND OF OPPORTUNITY

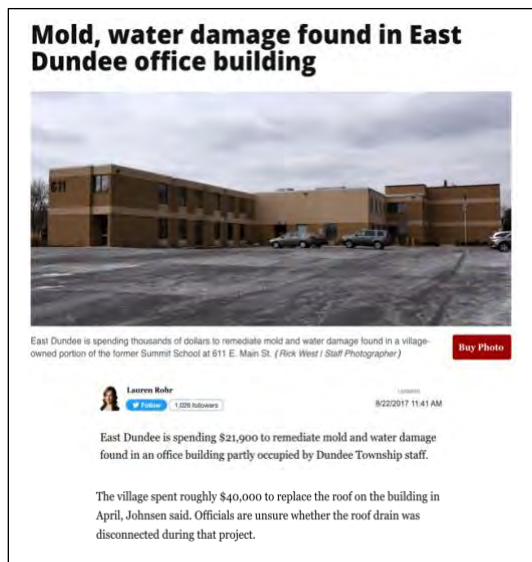
Village Acquisition of Summit School Units

In August 2017, the Village of East Dundee (the “**Village**”) acquired Units 113, 121 and 221 in the Summit School building for a reported \$1.7M from Otto Engineering. The combination of the three units currently represents a 57.01% ownership interest by the Village in and to the property overall.



Financial Realities of Ownership of Village Units

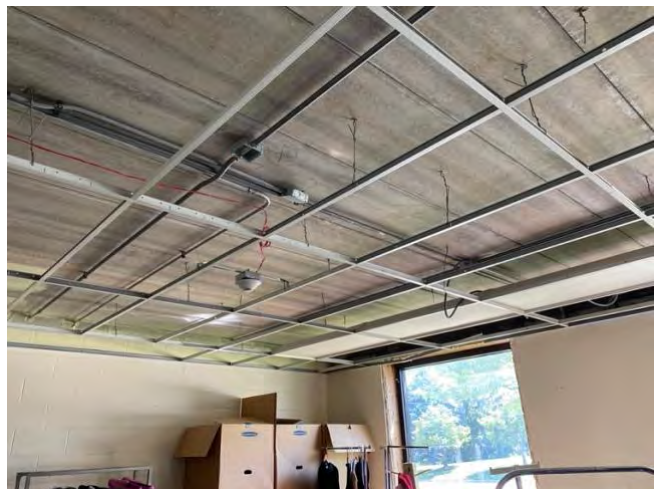
While media reports in the summer of 2017 indicate that the Village contemplated using the property for a new village hall, new police department and/or eventual sale, the Summit School property has unfortunately become a financial and reputational albatross around the rhetorical neck of the Village. Exasperating the fact that repeated efforts since 2015 to unburden itself of its Summit School ownership have all been unfruitful and rendered the Village’s investment in the property a ‘sunk cost,’ the Village has found itself the caretaker of a money pit at 611 E. Main Street. In addition to the costs for Village personnel allocated to building needs (i.e., for maintenance, snow removal, etcetera) that are estimated to be \$25,000+ annually, the Village has also incurred one-time expenses of \$40,000 for roof repair and \$22,000 for mold remediation (both in 2017). Based upon the current condition of the Village’s units at the Summit School, one can reasonably prognosticate that considerable costs for repair and maintenance of the units will continue to be added to the “fixed costs” that the Village annually contributes to the building in lieu of its monthly condominium assessment of \$1910.27 (\$22,923.24 annually).



In part due to the foregoing reasons, the Village has (correctly) made the decision to unburden itself of the ongoing expenses in time and treasure associated with its ownership interests in and to the Summit School.

Current Condition of Village Units

Several walk-throughs of the Summit School property during May 2022 have revealed that the Village's units at Summit School, and the common areas that envelop them, are more in need of an exorcism or wrecking ball than a little elbow grease. The units themselves were apparently subject to demolition efforts that were neither completed nor remediated to the present day. Cinder block walls have been partially removed, as have light fixtures, flooring, and infrastructure for HVAC, electrical, cable/internet and security services. Several of the units do not appear to even have doors. In short, the units have been gutted, with the detritus of prior demolition, neglect and abuse all requiring costly remediation before the process of rehabilitation can even begin.

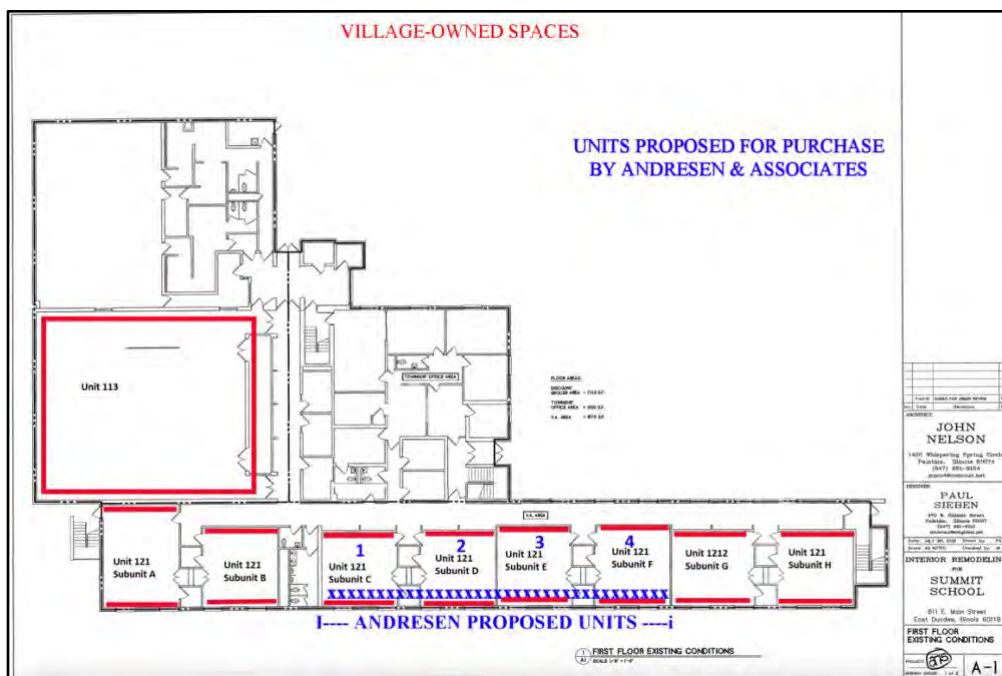


Likewise, the common areas that envelop the Village's units are in deplorable condition. Ceilings, walls and flooring have been demolished, damaged and/or abused to the point where any restoration of the common areas will require starting at less than zero. The bathrooms in the common areas do not appear to have any water, HVAC or electrical service- which may explain why they apparently have not been



Andresen & Associates proposes to purchase the following four (4) sub-units (collectively, the “***Purchased Units***”), along with all rights and privileges appurtenant thereto, from the Village:

Unit 121- Subunit C:	421.059 sf	2.6357% of Condo Assoc.
Unit 121- Subunit D:	420.207 sf	2.6288% of Condo Assoc.
Unit 121- Subunit E:	442.858 sf	2.7725% of Condo Assoc.
<u>Unit 121- Subunit F:</u>	<u>447.811 sf</u>	<u>2.8021% of Condo Assoc.</u>
Totals:	1,731.935 sf	10.8391% of Condo Assoc.



PROPOSED USE OF PURCHASED UNITS

If acquired by Andresen & Associates (“**Purchaser**”), the Purchased Units would initially be used as follows:

- A. **Storage**: With Purchaser’s unexpected March 2022 loss of its lease on the Meier Street office location that it had built out and occupied in East Dundee since early 2016, Purchaser currently finds itself in need of unified, climate-controlled storage to replace the six storage locations that it is currently utilizing in four local communities.

Likewise, the 501(c)(3) organization supported by Purchaser, *Gord Being Gord, NFP* (the “**Charity**”), also found itself in need of storage when Purchaser lost its office lease in March 2022. It is currently anticipated that the Charity will occupy one of the four sub-units comprising the Purchased Units through a fee-free use agreement with Purchaser for its storage and workspace needs.

- B. **Workspace**: It is currently anticipated that one of the four sub-units comprising the Purchased Units would be utilized as a workspace for Purchaser. While the sub-unit utilized for this purpose will necessarily require an enhanced level of rehabilitation (e.g., as compared to sub-units utilized for storage only) prior to use, Purchaser would not be making the space publicly available to clients or otherwise as Purchaser is unwilling to associate or brand itself with the current condition of the Summit School building. Should the overall condition of the Summit School building improve drastically over the coming months and years, Purchaser would consider the additional rehabilitation time and expense required to convert the workspace sub-unit into a traditional office.

- C. **Potential Future Uses**: Should the Summit School’s overall condition warrant such initiatives and investment in the future, and with an eye towards the hoped-for future of the Summit School building, Purchaser has already conducted substantial research and inquiry into the following uses for part or all of the Purchased Units: (i) professional office space, (ii) temporary office space/conference room that would be rented on a short-term basis, (iii) creative cooperative / incubator space which would lease shared space to “creatives” (e.g., filmmakers, photographers, graphic designers, artists, writers, etcetera), and/or (iv) event and meeting space.

- D. **Rehabilitation Costs**: Prior to even the most rudimentary use contemplated above (i.e., storage), the Purchased Units would require substantial rehabilitation to: (i) repair doors, walls, floors and ceilings, (ii) install separately-metered electrical service, (iii) install self-contained HVAC units, (iv) install cable/internet service, and (v) install security system (e.g., service, cameras, locks, etc.)—all of which would be in addition to Purchaser’s pro rata financial obligations incurred in connection with rehabilitation and repair of related common areas (i.e., hallways, bathrooms, etcetera). It is currently estimated that the total expenses to be incurred by Purchaser will be at least 3-4X of the purchase price set forth in the Offer below for each sub-unit devoted to storage, 7-10X of the purchase price for each sub-unit devoted to a workspace, and 15-20X+ for each unit devoted to a professional office space, conference room, creative cooperative, etcetera.

- E. **Hours of Operation**: Though Scott Andresen is the living embodiment of the adage that “the beauty of working for one’s self is that they can choose which 80 hours a week they work,” the use of the Purchased Units for storage and a workspace lend themselves to extremely limited ingress and egress from the property by Andresen and a very limited number of

additional persons—the vast majority of which would likely be between 9:00 a.m. and 9:00 p.m. during the work week and on weekends. The general public will not be an invitee of Purchaser unless or until such time as a formal office space would be created.

- F. Licensing Requirements:** There are no licensing requirements at the local, state and federal levels that must be met by Purchaser to utilize the Purchased Units as proposed herein.
- G. Projected Use of Parking:** Purchaser's use of parking in connection with the utilization of the Purchased Units as proposed herein will range from non-existent to de minimis. It is virtually impossible to contemplate the use of more than two (2) parking spots at any time once initial construction is completed.
- H. Acknowledgment of Conforming Use:** Purchaser has reviewed the *Bylaws of Summit Square Condominium Association* and can confirm that Purchaser's uses of the Purchased Units proposed herein are in conformance with said *Bylaws*.

ABOUT ANDRESEN & ASSOCIATES -AND- GORD BEING GORD

Please see the documents attached to this Proposal as **Attachment A** and **Attachment B** for additional information about *Andresen & Associates, P.C.* and *Gord Being Gord, NFP*, respectively, and the founder of each entity (Scott A. Andresen).

Please also see **Confidential Attachment C** for information confirming the financial capability of *Andresen & Associates, P.C.*, *Gord Being Gord, NFP* and *Scott A. Andresen* to undertake the transactions and undertakings contemplated by this Proposal, namely to purchase, maintain, renovate and pay monthly assessments associated with the Purchased Units. **Confidential Attachment C** will be provided separate and apart from this Proposal and is for the eyes of Village Administrator Erika Storlie only for purposes of confirming financial capability to the Board of Trustees of East Dundee.

The sole shareholder of *Andresen & Associates, P.C.*, and the Executive Director of *Gord Being Gord, NFP*, is **Scott A. Andresen**. Scott can be contacted at:

Scott A. Andresen
11 E. 3rd Street
East Dundee, Illinois 60118-1301
Email: scott@andresenlawfirm.com
Work: (773) 572-6049
Mobile: ([REDACTED])

OFFER TO PURCHASE

THIS OFFER TO PURCHASE (this “***Offer***”) is made by ANDRESEN & ASSOCIATES, P.C., an Illinois professional corporation (“***Purchaser***”), to THE VILLAGE OF EAST DUNDEE, a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois (the “***Village***”), with regard and subject to the following:

1. Property to be Conveyed: Sub-Units C, D, E and F of Unit 121 in Summit Square Condominium located at 611 East Main Street, East Dundee, Illinois 60118 (collectively, the “***Purchased Units***”), together with all fixtures and improvements located therein and thereupon, and together with all rights and privileges appurtenant thereto, free and clear of any and all liens and encumbrances, but **subject to** covenants, conditions and restrictions of record; building lines and building restrictions of record; and zoning and building laws and ordinances.

Unit 121 Kane County Parcel Number: 03-26-226-011

2. Purchase Price: The total aggregate purchase price of TEN THOUSAND U.S. DOLLARS and 00/100 (\$10,000.00) shall be paid by Purchaser to the Village for the Purchased Units via business check, cashier’s check or money order at the Closing (as defined below).

3. Costs and Fees: Except as specifically set forth herein, the Village and Purchaser shall each bear their own professional (e.g., legal and accounting) fees incurred in connection with the transaction(s) contemplated by this Offer. Purchaser shall pay a pro rata portion of reasonable expenses incurred in connection with updating the condominium declarations to appropriately and lawfully divide primary units (i.e., Units 121 and 221) into sub-units for purposes of calculating monthly assessments and otherwise. Purchaser shall also pay recording fees associated with recording conveyance documents (e.g., warranty deed) with the Kane County Recorder of Deeds, regardless of whether the Village or Purchaser submits such documents.

4. Purchaser Cooperation: Purchaser agrees to reasonably cooperate with the Village and other prospective purchasers to accommodate the Village’s goal of completing the sale of all owned units, including, but not necessarily limited to, purchasing less than the desired number of sub-units currently comprising the Purchased Units.

5. Closing and Board Approval: The closing date (the “***Closing***”) shall be determined upon mutual agreement and availability of the Village and Purchaser as soon as practicable after the transaction(s) contemplated by this Offer and otherwise have been approved by the Village’s Board of Trustees.

6. Additional Terms and Conditions: The Village and Purchaser further agree as follows:

A. Each sub-unit comprising the Purchased Units will come with: (i) a locking, solid wood door for each closet and ingress/egress, (ii) not less than six (6) ceiling light fixtures, and (iii) all construction materials contained within, or previously acquired for the rehabilitation of, the Purchased Units;

B. The Village will waive all permit fees required for renovation and rehabilitation of the Purchased Units, and the (limited) common elements related thereto; and

C. The Village will provide Purchaser one (1) dumpster of 15-20 cubic yards at no cost to Purchaser. In exchange, Purchaser shall undertake the clean-out of the Purchased Units (i.e., instead of public works having to undertake clean-out).

*Andresen & Associates, P.C.'s
Proposal for the Purchase of Real Estate Located at
611 E. Main Street, East Dundee, Illinois 60118*

ATTACHMENT

A

SCOTT A. ANDRESEN

Andresen & Associates, P.C.

Scott A. Andresen is the founder of Andresen & Associates, P.C., a Chicago-based law firm with an office in East Dundee that has focused its offerings in the areas of sports law, entertainment and the arts, and intellectual property since 2005. The firm also has a strong focus in the startup, entrepreneur and corporate spaces, addressing the legal needs of new, emerging and established business owners.

Prior to founding Andresen & Associates, Scott served as in-house legal counsel for the Arena Football League. He also worked for the legal department of the Oakland Raiders, and served as Legal Assistant to the Executive Director of the Illinois High School Association. Scott earned his undergraduate degree from the University of Illinois, Urbana-Champaign, his Doctor of Jurisprudence at the Valparaiso University School of Law, and his Masters of Business Administration from the University of Phoenix. Scott also studied at Cambridge University in England under United States Supreme Court Justice Ruth Bader Ginsberg.

When he is not practicing, Scott is a sports law instructor in Northwestern University's Masters of Sports Administration program. He also provides legal insight and commentary on sports law and sports business topics to national television, radio, print and online media outlets, including the New York Times, Wall Street Journal, Los Angeles Times, Washington Post, Chicago Tribune, Chicago Sun-Times, Tampa Bay Tribune, Seattle Tribune, Reuters, Associated Press, Chicago Daily Law Bulletin, Bleacher Report, ESPN.com, VICE.com, Huffington Post, Courthouse News Service and AskMen.com.

Scott's ardor and tenaciousness has resulted in him being spotlighted by his peers and the media. He is a four-time recipient of the coveted "Super Lawyer" designation in 2019, 2020, 2021 and 2022 (awarded to the top 5% of attorneys in a practice area), and a three-time recipient of the "Rising Star" designation (awarded to the top 2.5% of attorneys under the age of 40 in a practice area), by *Super Lawyers* in the Entertainment and Sports practice areas. Scott also has a perfect 10.0 rating by Avvo.com, as well as a number of other outlets, based on reviews from his peers and clients.

PRIMARY PRACTICE AREAS

Sports Law
Entertainment and the Arts
Business and Transactional Matters
Startup and Entrepreneurial Law
Trademark and Copyright
Licensing and Sponsorships

BAR ADMISSIONS

United States Supreme Court (2003)
United States Court of Appeals, Seventh Circuit (2003)
United States District Court, Northern District of Illinois (1999)
United States District Court, Eastern District of Wisconsin (2015)
Illinois State Bar (1999)

EDUCATION

University of Illinois, Urbana-Champaign (BA, 1995)
Valparaiso University School of Law (JD, 1999)
University of Phoenix (MBA, 2004)

P: 773.572.6049 | F: 773.572.6048
scott@andresenlawfirm.com



ANDRESEN & ASSOCIATES

andresenlawfirm.com

SCOTT A. ANDRESEN

Andresen & Associates, P.C.



PRIMARY PRACTICE AREAS

Sports Law
Entertainment and the Arts
Business and Transactional Matters
Startup and Entrepreneurial Law
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United States District Court, Northern District of Illinois (1999)
United States District Court, Eastern District of Wisconsin (2015)
Illinois State Bar (1999)

EDUCATION

University of Illinois, Urbana-Champaign (BA, 1995)
Valparaiso University School of Law (JD, 1999)
University of Phoenix (MBA, 2004)

ACCLAIMS and DISTINCTIONS

- Sports law professor in Northwestern University's Masters of Arts in Sports Administration program
- Four-time "Super Lawyer" (2019-2022) and three-time "Rising Star" in the Entertainment and Sports practice areas by *Super Lawyers*
- Seven-term Chair of the Chicago Bar Association's Sports Law Committee
- Quoted on sports law and sports business topics by national television, radio, print and online media outlets, including the New York Times, Wall Street Journal, Los Angeles Times, Washington Post, Chicago Tribune, Chicago Sun-Times, Tampa Bay Tribune, Seattle Tribune, Reuters, Associated Press, Chicago Daily Law Bulletin, Bleacher Report, ESPN.com, VICE.com, Huffington Post, Courthouse News Service and AskMen.com.
- Speaker or symposium panelist at events hosted by Sports Lawyers Association, American Bar Association, Chicago Bar Association, Milwaukee Bar Association, Duke University School of Law, Marquette University Law School/National Sports Law Institute, University of Illinois College of Law, University of Illinois (Graduate) School of Labor and Employment Relations, DePaul University College of Law, John Marshall Law School, Chicago-Kent College of Law, Loyola University Chicago School of Law, Oklahoma City School of Law, Valparaiso University School of Law, Charleston School of Law, Chapman University Fowler School of Law, Southwestern Law School, Loyola (Los Angeles) Law School, University of Detroit Mercy School of Law, University of Mississippi School of Law, Sport Financial Advisors Association, Sports Event Marketing Experience (SEME) and National Business Institute.

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scott@andresenlawfirm.com



ANDRESEN & ASSOCIATES

andresenlawfirm.com

MEDIA EXPOSURE

Provided legal insight and commentary on sports law and sports business topics to national television, radio, print and online media outlets, including the New York Times, Wall Street Journal, Los Angeles Times, Washington Post, Chicago Tribune, Chicago Sun-Times, Tampa Bay Tribune, Seattle Tribune, Reuters, Associated Press, Chicago Daily Law Bulletin, Bleacher Report, ESPN.com, VICE.com, Huffington Post, Courthouse News Service and AskMen.com.

SPEAKING ENGAGEMENTS

Speaker or symposium panelist at events hosted by Sports Lawyers Association, American Bar Association, Chicago Bar Association, Milwaukee Bar Association, Duke University School of Law, Marquette University Law School/National Sports Law Institute, University of Illinois College of Law, University of Illinois (Graduate) School of Labor and Employment Relations, DePaul University College of Law, John Marshall Law School, Chicago-Kent College of Law, Loyola University Chicago School of Law, Oklahoma City School of Law, Valparaiso University School of Law, Charleston School of Law, Chapman University Fowler School of Law, Southwestern Law School, Loyola (Los Angeles) Law School, University of Detroit Mercy School of Law, University of Mississippi School of Law, Sport Financial Advisors Association, Sports Event Marketing Experience (SEME), Illinois Sports Business Conference and National Business Institute.

PUBLICATIONS

- Scott A. Andresen, A CALL FOR DRUG-TESTING OF HIGH SCHOOL STUDENT-ATHLETES, Marquette Sports Law Review, Volume 19, Number 1, Fall 2008, 325.
- Contributor, *Sports Litigation Alert*, since January 2010
- Contributor, *Professional Sports and Law*, since July 2012

TEACHING/FACULTY APPOINTMENTS

- **Northwestern University School of Professional Studies**, Professor in the graduate Masters of Arts in Sports Administration Program teaching *Legal and Ethic Issues of Sports Management*
- **Columbia College-Chicago**, Professor in the undergraduate Arts & Entertainment Media Management Program teaching *Sports Law I, Business of Professional Sports, Introduction to Marketing the Arts and Labor Relations*.
- **Academie du Management des Organisations Sportives (France)**, Lecturer, United States Summer Program teaching *Sports Law in the United States*.
- **EXPLO at Yale University**: Program Advisor and Lecturer for *Sports and Entertainment Law* Summer Program



ANDRESEN & ASSOCIATES

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scott@andresenlawfirm.com



WHAT WE DO

SPORTS LAW

Our sports law practice encompasses a wide array of services to athletes, teams, leagues, conferences, vendors and other entities in and around the amateur and professional sports industries, including: licensing, sponsorship, asset purchase/sale agreements, venue agreements, corporation formation and maintenance, intellectual property acquisition and enforcement, player/coach/staff employment and independent contractor agreements, television/radio/internet agreements and arbitration/litigation matters.

ENTERTAINMENT and the ARTS

From independent film to reality television to Broadway theatrical productions, our firm works with financiers, producers, talent, crew and related persons and entities on a broad spectrum of business and legal needs unique to each situation, including: cast and crew agreements, investment and equity agreements, entity structure and formation, union and guild membership, talent attachment, sponsorship and distribution agreements and intellectual property matters.

STARTUP and ENTREPRENEURIAL LAW

Our firm provides entrepreneurial startups and small businesses owners the one-stop services that they need and desire. Be it entity formation, asset purchase and sale agreements, employment and independent contractor agreements, review of leases/contracts/vendor agreements, protection of their intellectual property assets or otherwise, we offer customized business and legal services that sets the foundation for a successful business endeavor.

BUSINESS and TRANSACTIONAL MATTERS

Today's business environment has increasingly made the "handshake agreement" a thing of the past. Our firm has extensive experience in negotiating and creating the agreements that every business needs. Our attention to detail and commitment to customized documents for each client provides a level of legal protection not seen from "off the shelf" agreements or do-it-yourself legal services. We help business owners implement a sound legal strategy that not only helps them build a foundation from which their business can grow, but also helps prevent legal disputes with employees, customers, partners, vendors, landlords and the like.

TRADEMARK and COPYRIGHT

Our firm is committed to protecting the intellectual property rights of its clients, while also maximizing the value derived from these assets. We guide our clients through the process of choosing a name, slogan or design to be used in connection with their undertaking. We prepare, file and prosecute trademark applications in the United States- and can assist with acquiring foreign trademark counsel abroad. We subsequently manage client trademark portfolios through our trademark renewal and maintenance services. We also provide a wide array of copyright services, including: preparing, filing and prosecuting federal copyright applications; negotiating and drafting copyright transactions; and reviewing advertising, marketing and other published materials to ensure proper copyright protections and procedures are utilized.

AND MORE...

As our firm only provides services in the areas in which it is highly-skilled and uniquely qualified, we have developed a network of of-counsel and referral relationships with attorneys and law firms in the United States and abroad to assist our clients with a host of legal needs outside of our practice areas. If we cannot help you with a particular matter, we will work with you to find competent legal counsel that can.

P: 773.572.6049 | F: 773.572.6048
scott@andresenlawfirm.com



CLIENT TESTIMONIALS

MARTIN HICKMAN

Executive Director (Retired), Illinois High School Association

For many years, Scott has been the IHSA's attorney when it comes to trademark and related work. During my tenure as the Executive Director, Scott did tremendous work for us and guided us through both complicated and more routine issues. He has a great grasp of this unique area of law and the ability to effectively communicate with his clients. He always had our best interest in mind and was very responsive to our needs and concerns. He is a trusted, bright, and valued partner of ours. I highly recommend him.

ADAM ROCKOFF

Film and Television Producer, Flashrock Films

No matter how complicated my issue, I can always depend on Scott to counsel me professionally and competently. Smart and generous to a fault, Scott has always put my needs above anything else.

MATTHEW BATT

Founder, Communications Pipeline and ParentFeed

Scott is extremely responsive and informative whenever we are in need. Beyond his legal expertise, Scott knows what it means to be a business owner and has become someone I turn to for general business advice on a number of topics and issues. Best of all, when you need a "pit bull," Scott can bark and bite with the best...while also calming your nerves when it's important to act with a level head. If you are lucky enough to hire Scott, you will quickly realize that you've not only hired solid attorney, but a trusted advisor and all-around great guy.

BRIAN BRADTKE

Athlete Agent, B2 Enterprises

B2 Enterprises has been a long-time client of Scott's and would recommend him to all. He has reviewed and edited many endorsement and sponsorship contracts for our NFL player clientele, while also helping in different lawsuits against various entities. Scott is always on top of his game.

STUART CARD

Founder, Savannah Taste Experience

Scott is not only an incredible wealth of knowledge and skill in sports and entertainment matters, but he has a great mind for business law. Contracts, corporate strategy, intellectual property, risk analysis...you name it, Scott is your best ally. I can't say enough great things about Scott as an expert in sports, entertainment and business legal matters.

JEFF NEWMAN

President (Retired), SFC USA

As the CEO of a company with over 500 professional sports teams and many well-known companies as clients, I always find myself needing legal advice and services "yesterday" or with very little advanced notice. Scott Andresen has always been there when I needed him. I have found him not only to be an excellent attorney, but also to be ultimately personable in dealing with everyone on my staff. I have a level of trust and confidence in Scott that is often reserved for very close friends.

KIWANE GARRIS

Professional Basketball Player (Retired) and Entrepreneur

I have known through my collegiate and 13-year professional basketball careers. Since my retirement as an athlete, Scott has been a trusted ally in launching my "second career." In addition to creating by 501(c)(3) organization, he has also provided invaluable legal and business counsel in all other aspects of my various entrepreneurial endeavors.



ATTORNEY TESTIMONIALS

JEFF BIRREN

General Counsel (Retired), Oakland Raiders

I have known Scott for two decades and always found him to be dedicated, efficient and extremely good at what he does. He is well-respected in the legal profession for his abilities and demeanor alike. If I ever need a lawyer in Chicago, Scott is my first call.

DAVID COHEN

General Counsel (Former), Tampa Bay Buccaneers

Scott is a fine lawyer and a great colleague. He represents himself well, is personable, and is very knowledgeable.

ELDON HAM

Attorney, Author, Professor and Radio Personality

I enthusiastically endorse Scott Andresen in the fields of sports, entertainment and related business law. I have known him for years, he knows these areas well, and I have referred clients to him. He has been chair of the Chicago Bar Sports Law Committee, and I have appeared on sports symposiums and panels with Scott. He also teaches sports law at Northwestern University, and he is highly thought of among our peers.

MARC EDELMAN

Attorney, Author and Professor

Scott and I have served together on numerous sports law panels. In my experience, he is respected for his work by both academics and practitioners. He has a long track record of experience in the sports law field and cares far more about client results than personal accolades. I would recommend him, without hesitation, to my clients that seek Illinois counsel.

DAN WERLY

Attorney, Professor and Founder of White Bronco

As a fellow litigation and sports attorney in the Chicagoland area, I have known Scott for several years. He is one of the most respected attorneys in his field and is well-known in the legal community for delivering tremendous results for his clients. As a testament to Scott's ability as an attorney, I would (and have) referred clients to Scott knowing that they would be in good hands.

JEFF KOMINSKY

Attorney

Scott is not only impressive on paper, but in person as well. He knows what it takes to get a deal done and will make sure that the client comes first. Even though I am in South Florida, I do not hesitate to contact him for guidance in the areas of sports/entertainment law as well as other general business matters. He is truly a professional in every sense of the word.

KAITLYN GLENN

Attorney

Throughout the years, I have had the privilege of working with Scott on various projects. He is extremely knowledgeable and his profound analytical skills and attention to detail make him one of the most competent attorneys I know. Not only does Scott possess the attributes of a great lawyer, but he is also immensely personable. He is genuine and trustworthy, and I highly recommend him.



ANDRESEN & ASSOCIATES

andresenlawfirm.com



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scott@andresenlawfirm.com





ANDRESEN & ASSOCIATES

andresenlawfirm.com

UNPARALLELED ACCESSIBILITY

We pair you with attorneys that will stand with you and provide the level of **SERVICE** you deserve. When our clients need us, we are there for them.

DILIGENT EXECUTION

We will work closely with you to develop innovative legal and business solutions tailored to your specific needs, and then diligently execute your objectives with the highest level of **INTEGRITY** and professionalism.

SHARED VISION

We work **FOR** you and **WITH** you. Our attorneys collaboratively work with you to develop a clear and effective vision, and then execute the strategies necessary to launch your ideas and concepts into successful business endeavors.

CLEAR COMMUNICATION

We counsel as well as advocate. We **LISTEN**, strategize and respond promptly. Clients are always communicated with in a clear language that they understand so that they understand what we do, why we do it, and how it affects them.

CONTACT US

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scott@andresenlawfirm.com



*Andresen & Associates, P.C.'s
Proposal for the Purchase of Real Estate Located at
611 E. Main Street, East Dundee, Illinois 60118*

ATTACHMENT B



ABOUT GORD BEING GORD, NFP

Incorporation, Recognition and Recordation

- Incorporated as an Illinois Not For Profit Corporation on March 1, 2012
- Recognized as a 501(c)(3) tax-exempt organization by the Internal Revenue Service on August 8, 2012
- Registered with the Illinois Attorney General under both The Charitable Trust and The Solicitation for Charity Acts on February 1, 2013

Our Mission

It shall be the mission of *Gord Being Gord* to honor the memory of Gordon and Annette Andresen by raising money for worthy causes and doing acts of kindness in their names.

Why “Gord Being Gord”

Though one frequently hears the phrase “that was just Gord being Gord” when stories are told about Gordon (“Gordy”) Andresen, the phrase “Gord being Gord” has multiple meanings. First, Gord was truly a sweet and kind man—albeit a sweet and kind man who also took pride in his ability to conceal these traits with his trademark demeanor (it is an axiomatic truth that the more Gord harassed someone, the more he valued their friendship). Second, Gord was one of the most generous people most would ever have the good fortune to meet. Whether it was giving someone a ride to the grocery store (which, in later years, was a mixed blessing based on his driving abilities...), finding someone a pair of tickets for an Illini game, making a pot of soup or chili, or even donating blood for someone in one instance, Gord was quick to do a favor for those around him. Finally, Gord was someone who truly lived life in the moment and got 150 years of experiences out of his 75 years on this planet.

Gord’s wife of 47 years, Annette, re-joined him on July 7, 2017 after a decades-long battle against a host of severe medical hardships. Annette’s strength, courage, love and kindness (all delivered with an ever-present smile) in the face of severe adversity were an inspiration to everyone fortunate enough to know her. It is these wonderful traits exhibited by Gord and Annette during their lifetimes that *Gord Being Gord* honors through events and activities that bring people together in the spirit of fun and camaraderie, while also raising money for worthy causes and organizations that embody the most amazing parents and best friends an adoring son has ever had.

Who Gord Being Gord Supports

Gord Being Gord is proud to support the organization(s) and causes that were important to, and embody the spirit of, Gord and Annette during their lifetimes, including **The Gateway for Cancer Research** (a not-for-profit 501(c)(3) organization that funds innovative cancer research with 99 cents of every dollar received going to cancer research), the **University of Illinois I-Fund** (an organization that funds 500+ athletic scholarships each academic year) and the **National Multiple Sclerosis Society** (an organization dedicated to supporting research and assisting victims of MS). *Gord Being Gord* also supports a host of other individuals and organizations pursuant to its Mission to “do acts of kindness” on an as-identified basis.

GORD BEING GORD, NFP

11 E. 3rd Street, East Dundee, Illinois 60118-1301
www.GORDBEINGGORD.com

----- **CONFIDENTIAL** -----

*Andresen & Associates, P.C.'s
Proposal for the Purchase of Real Estate Located at
611 E. Main Street, East Dundee, Illinois 60118*

(Confidential)
ATTACHMENT
C

Lande I. Sanusi
Gallery 611 LLC
847-973-6113
info@Gallery611.com

May 24, 2022

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

Re: Village of East Dundee RFP
Purchase of Units 113 and ½ of Unit 121 Summit Square

Dear Village Board of East Dundee:

In accordance with the Village's RFP for Units in Summit Square Condominiums, please accept this letter and enclosures as my proposal for the purchase of Unit 113 and ½ of Unit 121 as identified per attached Exhibit A as well identified per Contract for Purchase of Commercial Real Estate attached as Exhibit B.

I am the owner/occupant of Unit 111 in Summit Square, and I am excited about the opportunity to purchase the above-referenced Units as owned by the Village in Summit Square. These Units would serve as a compliment to my current business. Gallery 611 LLC's mission has been, and will continue to be, servicing the greater East Dundee Community by providing safe and affordable gathering space for family and community celebrations.

Gallery 611 LLC was initially established as a culture center in Summit Square in 2015. Due to market demands, our vision morphed to providing a practical space that serves everyone. We were the first tenant in Summit Square, and I have been dedicated to working with the Village of East Dundee through the challenges of the building. In addition, we are one of the few property taxpayers in the building. We are small and community based. Our current use of the space is complementary to the other tenants in the Summit Square as we are open during opposite office hours, putting less strain on shared resources and common areas.

In accordance with the Request for Proposal attached please find my proposed terms for this purchase and information as desired per the RFP

Thanking you in advance for your time and consideration throughout this process.

Sincerely,

Lande I. Sanusi

Terms for proposal and responses to RFP questions

Properties to be Purchased: GYM & 2 ADJOINING CLASSROOMS ON THE GROUND FLOOR* (*-Units 113 and ½ of Unit 121 Summit Square)

Cost of amending the Condominium Declaration understood to be my obligation, and if preferred by the Village willing to only purchase Unit 113 and price to be adjusted proportionately.

Purchase price: \$85,000

[REDACTED]

In order to purchase the properties as well compete the proposed work have been pre-approved for a \$150,000 home equity loan. Also, based on my current financial condition and available assets I have the ability to successfully borrow additional funds as may be necessary. **(See loan approval attached as Exhibit C)**

Proposed Uses/Hours:

Gym (Unit 113) will be used as Event Venue - in addition to its current venue.

Classrooms (½ of Unit 121): One classroom will be used for Catering space, while the other classroom will be used as office space to service Gallery 611.

Hours of operation: Main hours of operation will be 12 noon to 12 midnight on Wednesdays to Sundays.

2. Whether any licensing requirements will need to be met and if those have already been obtained: All licensing requirements have already been obtained as this is an extension of the current venue.

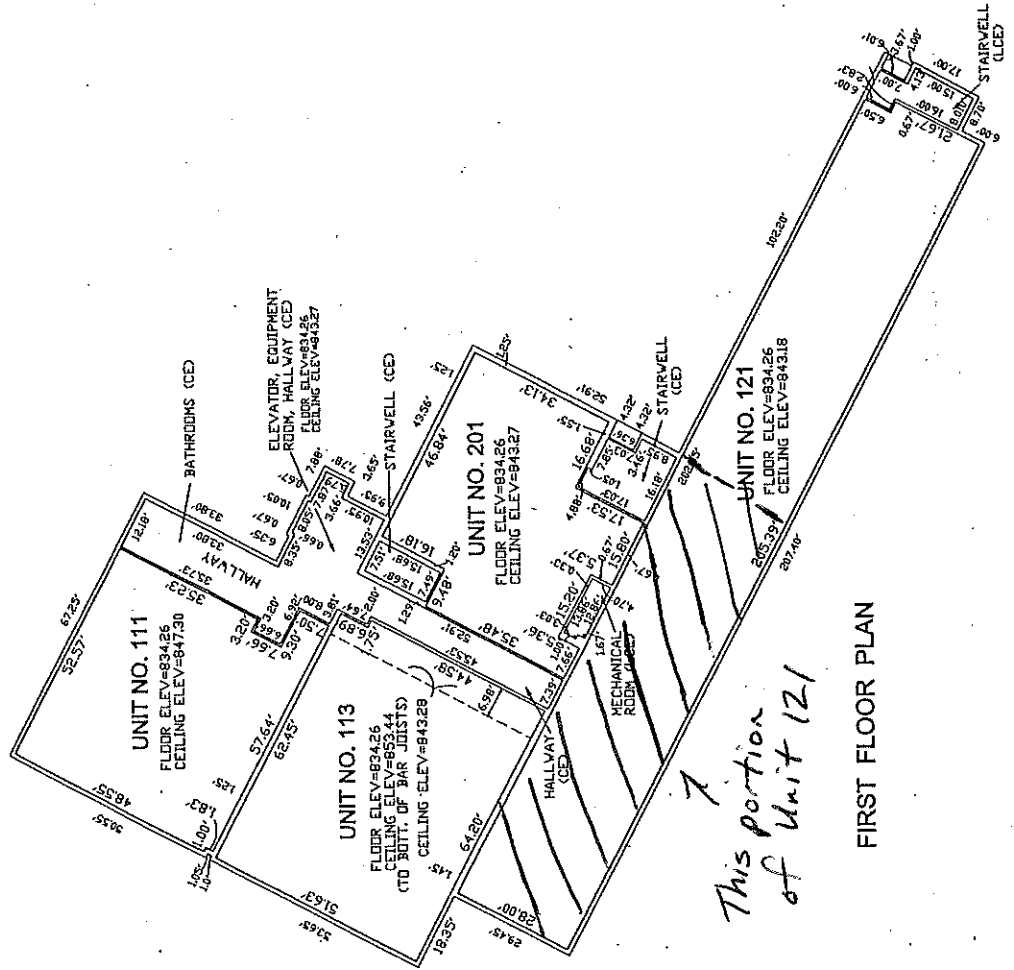
3. Projected use of available parking: Parking lot will be used for parking by customers. As we will have events mostly in the evenings and weekends, we feel this a very complementary use to the other tenants currently in the venue.

4. Acknowledgement that proposed use is in conformance with the Bylaws of the Condominium Association: Proposed use is in accordance with Bylaws as it is a continuation of current use.

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
PLAT OF SURVEY

SUMMIT SQUARE CONDOMINIUM

SHEET 2 OF 2



FIRST FLOOR PLAN

NOTE:
 ALL INTERIOR WALLS ARE
 0.50' UNLESS NOTED OTHERWISE



MAP MULTIPLE LISTING SERVICE
CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE



1 **1. PARTIES:** Purchaser Lande Sanusi, or nominee
2 agrees to purchase, and Seller, SUMMIT SQUARE CONDOMINIUM ASSOCIATION
3 agrees to sell and cause to be conveyed by appropriate deed to Purchaser, THE PROPERTY COMMONLY KNOWN AS
4 Units 121 and portion of Unit 113(per drawing) IN SUMMIT SQUARE CONDOMINIUMS
5 together with improvements thereon.
6 PERSONAL PROPERTY, TRADE FIXTURES, AND SPECIAL ITEMS TO BE INCLUDED, AND EXCLUSIONS: All as may exist.
7
8 Lot size (approximately) _____, Current Zoning _____, Type of Property _____
9 **2. PURCHASE PRICE:** The purchase price is \$ 85,000.00. The payment of the purchase
10 price, including earnest money, subject to applicable prorations, will be paid in cash, cashiers or certified check, or title company check, or mutually
11 agreeable negotiable instrument.
12 **3. EARNEST MONEY:** The Purchaser has paid earnest money in the amount of \$ and promises to pay additional earnest
13 money of \$ 0 on or before N/A, 20 _____. The earnest money and the original of this
14 Contract will be held by the Listing Broker as Escrowee in a non-interest bearing account unless otherwise directed by Purchaser and Seller in writing. In the
15 event of a written escrow agreement, the Purchaser(s) shall be responsible for any bank service fees incurred in setting up any interest bearing account.
16 Escrow agent fee, if any, shall be divided equally between Seller(s) and Purchaser(s) and shall not exceed \$100 unless otherwise agreed.
17 **4. EXCHANGE OF REAL PROPERTY:** (Strike if inapplicable) Parties agree to cooperate with each other performing a tax deferred exchange involving the
18 subject real property as defined by Internal Revenue Service Code Section 1031, with the requesting party bearing all costs of such cooperation. The
19 property to be involved in the exchange is commonly known as (if known): _____.
20 **5. FINANCING:** ~~This contract is subject to the condition that Purchaser be able to procure on or before _____, 20____~~
21 ~~an unconditional (except for matters of title or survey) commitment for a _____ type loan to be~~
22 ~~secured by a mortgage on the real estate in the amount of \$ _____, or such lesser amount as Purchaser accepts, with initial~~
23 ~~interest of not more than _____% per year plus mortgage insurance, if required, to be amortized over _____ years, with the loan~~
24 ~~origination and/or service charges to be paid by Purchaser for such loan not to exceed _____% Purchaser shall make written loan~~
25 ~~application within five (5) business days after acceptance of this Contract. If, after making every reasonable effort, Purchaser is unable to procure such~~
26 ~~commitment within the time specified herein and so notifies Seller in writing thereof within three (3) business days after above date, as Purchaser's option,~~
27 ~~this Contract will become null and void, and all earnest money will be returned to Purchaser. (IF SELLER IS NOT SO NOTIFIED BY PURCHASER,~~
28 ~~PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH~~
29 ~~MORTGAGE FINANCING.)~~
30 ~~Upon Seller receiving notice, however, Purchaser cannot void this Contract, if within seven (7) calendar days after receipt of Purchaser's notice: (A)~~
31 ~~Seller grants extension of mortgage commitment date; or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon the~~
32 ~~same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage~~
33 ~~commitment and close the loan.~~
34 **6. FINANCING CONCESSIONS AGREEMENT:** (strike out entire paragraph if not applicable): Seller agrees to pay Purchaser's Mortgage Lender, an
35 amount equal to, but not greater than _____% of the Purchaser's mortgage loan or a flat fee of \$ _____ to be applied to, but
36 not limited to, Purchaser's service charges, origination fees (if permitted by Government authority), loan discount, title expenses, or any other non-re-occurring
37 lender charges to Purchaser as itemized on HUD 1 or other authorized Closing Statement, such seller concession shall also include any fees outlined in
38 Paragraph 17. In the event of an excess amount of the detailed fees on HUD 1 other authorized Closing Statement of the concession amount agreed, such
39 excess shall be credited to the buyer unless prohibited by Government regulations. Purchaser agrees to pay their lender any loan discount required in
40 excess of the amount agreed to herein by Seller not to exceed _____% of Purchaser's mortgage loan.
41 **7. TIME AND PLACE OF CLOSING:** (A) Closing or escrow payout will be on August 30, 20 22 at such time as mutually agreed.
42 Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of homestead rights
43 upon payment of the purchase price with appropriate credits for earnest money and other proratable items. (B) This sale will be closed at the Title Company
44 escrow closing office issuing the owner's title policy, situated geographically nearest the property, or the office of the Seller's attorney.

Seller(s) Initials _____

Buyer(s) Initials _____

Property Address Units 121 and portion of Unit 113(per drawing) IN SUMMIT SQUARE CONDOMINIUMS

45 **8. POSSESSION:** (A) Possession will be delivered not later than at closing or as stipulated in paragraph (B). (For purpose of this contract, possession shall
46 be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the
47 Listing Broker.) (B) Seller agrees to deliver possession before 11:59 p.m. on Closing, 20 _____. Seller agrees to pay at closing the sum
48 of \$ _____ per day to the Purchaser as rent from and including the day after closing to and including the actual date of possession. (C) In the
49 event that possession is not delivered at closing, Seller will deposit in escrow, at closing from the proceeds by separate check, the sum of two percent (2%)
50 of the sale price to guarantee that possession of the property will be delivered to Purchaser on or before the date and time specified in this Contract.
51 If possession is so delivered, the escrow funds will be paid to the Seller. If possession is not so delivered, Escrowee will pay to the Purchaser from the
52 escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time, and will pay the
53 balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified
54 herein, Seller shall continue to be liable to Purchaser for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day
55 possession is so withheld from Purchaser, without prejudice to any other rights or remedies to Purchaser. (D) Possession subject to existing leases.

56 **9. TITLE:** Title, when conveyed, will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of closing,
57 outstanding leases, covenants, conditions, restrictions of record, building lines and easement, if any, so long as they do not interfere with Purchaser's use
58 and enjoyment of the property. Seller's obligation will be _____ nish the documents set forth in Paragraph 15.

59 **10. PRORATIONS:** (A) Real estate taxes based upon _____ % of the most recent real estate yearly tax bill, rents, association dues, accrued
60 interest on mortgage indebtedness for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing. If
61 the current real estate taxes are based on the fact that the property is qualified for any special exemptions, Seller agrees to execute all documents prior to or
62 at the closing necessary to preserve said exemptions if allowable. Seller is responsible for full payment of any special assessments currently outstanding
63 against the property, except _____. (B) Seller represents that as of the date of acceptance
64 hereof: approximate yearly property taxes are \$ _____; monthly rental income is \$ _____; and, if applicable, monthly
65 association dues are \$ _____. Seller will provide to Purchaser, prior to closing if requested, copies of all association rules and
66 regulations.

67 ~~**11. CONFIRMATION OF AGENCY RELATIONSHIP:** THE PARTIES TO THIS CONTRACT ACKNOWLEDGE AND UNDERSTAND THAT UNLESS
68 OTHERWISE DISCLOSED IN WRITING, THE LICENSEES WORKING WITH EACH PARTY ARE THE AGENTS OF THEIR RESPECTIVE PARTIES. IF
69 ANY AGENT IS A DUAL AGENT, THE UNDERSIGNED CLIENT(S) CONFIRM THAT THEY HAVE PREVIOUSLY CONSENTED TO (INSERT NAME(S))
70 _____, LICENSEE(S), ACTING AS DUAL AGENTS IN PROVIDING
71 BROKERAGE SERVICES ON THEIR BEHALF AND SPECIFICALLY CONSENT TO LICENSEE(S) ACTING AS DUAL AGENT(S) IN REGARDS TO THE
72 TRANSACTION REFERRED TO IN THIS DOCUMENT.~~

73 ~~(_____) (_____) (_____) (_____) Initials required if any Dual Agents are involved in this transaction.
Buyer(s) Buyer(s) Seller(s) Seller(s)~~

74 ~~**12. BROKERAGE FEE ACKNOWLEDGEMENT AND AGREEMENT:** It is mutually agreed between the Seller and the Purchaser that at closing, the Seller
75 agrees to compensate the Listing Broker per terms of the listing agreement. The Selling Broker (if any) will be compensated _____ % by the Listing
76 Broker in accordance with the published offer of compensation and/or other compensation agreement. Payment of compensation to Selling Broker does not
77 imply Selling Broker is the agent or subagent of the Seller.
78 In the event of a **BUYER-BROKER CONTRACT OF COMPENSATION**, it is mutually agreed between the Buyer and Seller that pursuant to that agreement a
79 total compensation of _____ (enter percent of sale price or specific dollar amount) shall be paid to the Buyer Broker to include the
80 previously stated compensation of _____ (enter percent of sale price or specific dollar amount) being paid through the Listing
81 Broker. And the additional compensation _____ (enter percent of sale price or specific dollar amount), authorized pursuant to
82 such Buyer Broker Contract, shall be paid directly to the Selling Broker at closing. **SUCH ADDITIONAL COMPENSATION SHALL BE PAID BY
83 THE SELLER FROM PROCEEDS OF THE AGREED SALE PRICE.**~~

84 **13. CONDITION REPRESENTATION AND INSPECTION:** Seller will represent as of the date and time of delivering possession: (A) that all systems,
85 equipment, and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition including, but not limited to, all mechanical
86 equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with
87 the premises, and any miscellaneous mechanical personal property to be transferred to the Purchaser, except _____
88 and (B) to the best of Seller's knowledge, that the roof and foundation are free from leaks. Notwithstanding Seller's representations, Purchaser reserves the
89 right within TEN (10) business days of contract acceptance by Seller to have, at his/her expense, a licensed inspector inspect and furnish a report on said
90 premises. The inspection will cover but not be limited to the following major components of the real estate as exist: central heating system, central cooling
91 system, interior plumbing system, electrical system, roof and foundation. PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND
92 ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THE CONTINGENCY UNLESS HABITABILITY IS AFFECTED. If the inspection reveals any
93 deficiency unacceptable to the Purchaser, the Purchaser will furnish a copy of said report to Seller, and may cancel this contract upon giving written notice to
94 the Seller of said deficiency within _____ business days of such inspection. If purchaser fails to notify Seller of deficiencies, in said inspection,
95 Purchaser waives his right hereunder as to canceling the Contract and requesting Seller to repair said deficiencies under paragraphs 13 and 22. Seller
96 shall have ten (10) days after receipt of notice of a deficiency to stipulate their intention to remedy such deficiency. If Seller agrees to remedy defect, this
97 contract shall remain in full force and effect.

98 **14. ATTORNEYS REVIEW:** The parties agree that their respective attorneys may review and make modifications, other than stated purchase price,
99 mutually acceptable to the parties, within ten (10) business days after the acceptance date of the Contract. If the parties do not agree and written notice
100 thereof is given to the other party within the time specified, this Contract will null and void, and all monies paid by the Purchaser will be refunded IN THE
101 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION WILL BE DEEMED WAIVED BY ALL PARTIES HERETO
102 AND THIS CONTRACT WILL BE IN FULL FORCE AND EFFECT.

Seller(s) Initials _____ Buyer(s) Initials _____

Property Address Units 121 and portion of Unit 113(per drawing) IN SUMMIT SQUARE CONDOMINIUMS

103 **15. EVIDENCE OF TITLE:** Seller will, at his expense, deliver or cause to be delivered to Purchaser or Purchaser's attorney within customary time limitations
104 and sufficiently in advance of closing as evidence of title in Seller or Grantor: A title commitment for an ALIA title insurance policy with extended coverage
105 by a title company licensed to operate in the State of Illinois bearing a date on or subsequent to the date of the acceptance of this Contract, but issued not
106 more than 45 days prior to this closing, in the amount of the purchase price, subject only to items listed in paragraph 9 and usual stock objections, together
107 with payment directly or by credit for IL customary sellers charges, including but not limited to: search, insurance, recording charges, and transfer stamps.
108 Delay in delivery by Seller of a commitment for title insurance due to a delay by Purchaser's mortgagee in recording the mortgage and bringing down title, will
109 not cause a default of this contract.

110 Commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the
111 exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser,
112 but Purchaser may take title with such other defects (with the right to deduct from the purchase price liens and encumbrances for a definite or ascertainable
113 amount) by notifying Seller and tendering performance. At closing, if requested, Seller will execute customary form of affidavit of title and sign customary
114 ALTA forms and other forms required by law or custom.

115 **16. CONDOMINIUM:** In the event that the subject property is a condominium. Purchaser has, within ten (10) business days from the date of acceptance of
116 this contract, the right to demand from Seller items as stipulated by 30 IL Rev Stat 322.1 (Illinois Condominium Act). (This contract is Subject to the
117 condition that Seller be able to procure and provide to Purchaser, a release or waiver of any option of first refusal or other pre-emptive rights of purchase
118 created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires personal
119 appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.)

120 **17. LEASES, INSPECTIONS, CERTIFICATIONS, and LENDER FEES:** ~~Seller shall provide Purchaser within ten (10) business days with a current rent roll
121 and lease expirations and copies of leases (if applicable). In the event any lease(s) is/are oral, then the Seller shall provide an estoppel certificate setting
122 forth the terms of said oral lease(s). Seller shall grant to Purchaser or make available for inspection all income and expense documents including but not
123 limited to property management records, tax bills, service contracts or any documents pertaining to any encumbrances and/or obligations which will survive
124 the closing. In the event required by lender, Seller will pay reasonable costs related to EPA inspections, certifications, and document preparation fees.~~
125 Seller shall grant to Purchaser the right to inspect the entire premises within 10 business days from acceptance of this contract.

126 **18. SURVEY:** ~~Prior to closing, Seller, at his/her expense, will provide to Purchaser a Plat of Survey of the premises acceptable to the Lender and Title
127 Company for extended coverage prepared by an Illinois registered land surveyor, dated not more than six months prior to date of closing provided herein and
128 showing all improvements presently located therein, including but not limited to, buildings, fences, patios, sidewalks and driveways. In the event the
129 Premises is a condominium unit, only the pages showing said Premises on the recorded survey attached to the Declaration of Condominium shall be
130 required.~~
131 ~~In the event the survey discloses encroachments, violations of easements or other violations, this Contract at the option of the Purchaser, will become null
132 and void, unless Seller can obtain Title Insurance over said matters. The Survey will show all corners staked, flagged or otherwise monumented.~~

133 **19. FLOOD INSURANCE:** purchaser will obtain flood insurance if the premises is located within a designated flood plain as determined by the National
134 Flood Insurance Agency and is required by the Purchaser's lender.

135 **20. SOIL TEST:** ~~In the event of vacant land, the purchaser has the option, at his/her expense, of obtaining a soil boring and percolation test within 20 days
136 of contract date. If said soil test shows adverse soil conditions, Purchaser at his/her option may serve written notice upon Seller within the time specified and
137 than this Contract will become null and void and all earnest monies paid by the Purchaser will be refunded to him/her.~~

138 **21. WELL AND SEPTIC TEST:** ~~In the event the premises has either a well or a septic system, Seller will provide to Purchaser as Seller's expense, prior to
139 closing, test results indicating such system to be in compliance with the applicable governing statutes, ordinances, and health department regulations.~~

140 **22. CONDITION OF REAL ESTATE:** (a) Seller will remove from the premises by the date of possession all debris and personal property not conveyed by
141 Bill of Sale to Purchaser and will leave the premises in broom-clean condition. (b) Seller agrees to surrender possession of the real estate in the same
142 condition, as it was at the Date of Offer, ordinary wear and tear excepted. (c) Purchaser reserves the right to inspect the premises within seventy-two (72)
143 hours prior to the closing to determine Seller's compliance with the foregoing, as a condition of closing.

144 **23. CODE VIOLATIONS:** Seller warrants that he/she has no knowledge of nor has received any notice from any city, village or other governmental authority
145 of any dwelling code and/or zoning ordinances violations.

146 **24. WARRANTIES AND REPRESENTATIONS:** Any warranties and representations and other similar provisions requiring additional acts after the closing
147 will survive the closing and delivery of the deed and will continue to be binding upon the parties hereto.

148 **25. PAYMENT OF REAL ESTATE TRANSFER TAX:** Seller will pay the amount of any stamp tax imposed by State of Illinois law and county law on the
149 transfer of title and any transfer tax imposed by local ordinance unless otherwise provided by such ordinance. Both parties agree to execute and
150 declarations or any forms required in connection with said transfer taxes.

151 **26. PAYOUTS:** Existing mortgage and other lien indebtedness may be paid by closing out of the sale proceeds, unless Purchaser takes title subject thereto.

152 **27. REAL ESTATE PROPERTY TAX ESCROW:** If the property has previously not been taxed as improved, the sum of three percent (3%) of the purchase
153 price will be withheld from Seller's proceeds. At closing a part of the withheld funds, if required, will be deposited with Purchaser's Lender in accordance with
154 their escrow instructions, and balance with Seller's attorney. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes
155 will be prorated by the Seller's attorney at the request of either party, and the Seller's, share of such tax liability after reprobation will be paid to the Purchaser
156 from the escrow funds and the balance, if any, will be paid to the Seller. If the Seller's obligation after such reprobation exceeds the amount of the escrow
157 funds, Seller agrees to pay such excess promptly upon demand.

158 **28. ESCROW CLOSING:** At the election of either party upon written notice to the other party, this sale will be closed through a deed and money escrow at
159 the office state in paragraph 7B with such special provisions inserted in the escrow as may be required to conform with this contract. Upon the creation of
160 such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed will be made through the escrow and this
161 Contract and the earnest money will be deposited in the escrow. The cost of the escrow will be paid by the party requesting it.

162 **29. DEFAULT:** In the event either party should breach this agreement, either prior to or subsequent to closing, the other party may pursue any and all
163 remedies provided by law. In addition, upon a finding of a Court of competent jurisdiction that one of the parties has breached the contract, the prevailing
164 party may recover all costs, expenses and reasonable attorney's fee. The parties hereto agree that the broker may deposit the escrow funds with the Clerk
165 of the Circuit Court and the parties hereto agree to indemnify and hold the broker harmless from any and all claims and demands, including the payment of
166 reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amount to be carried equally by both Seller and Purchaser.

Seller(s) Initials _____

Buyer(s) Initials _____

Property Address Units 121 and portion of Unit 113(per drawing) IN SUMMIT SQUARE CONDOMINIUMS

167 **30. DISBURSEMENT OF EARNEST MONEY:** Escrowee may disburse earnest money under one of the following conditions: (A) Seller's failure to accept
 168 Purchaser's Offer to Purchase; (B) at Closing (C) Mutual written agreement of Seller and Purchaser; or (D) Court Order.
 169 **31. NOTICES:** ALL NOTICES REQUIRED WILL BE IN WRITING AND WILL BE SERVED BY ONE PARTY OR THEIR ATTORNEY TO THE OTHER
 170 PARTY AT THE MAILING ADDRESS INDICATED HEREIN. WHETHER OR NOT THE OTHER PARTY IS REPRESENTED BY AN ATTORNEY. Notice will
 171 be given in the following manner:
 172 A. By personal delivery of such notice to the other party
 173 B. By mailing of such notice to the other party by (1) 1ST Class regular mail, or (2) Mailgram with confirmation copy. The date of mailing or the Mailgram
 174 of the notice will be it's effective date. Courtesy copies of all notices will be provided simultaneously to respective attorneys and brokers by facsimile,
 175 if known, but shall not effect the legal validity of the notice.
 176 C. By Commercial Overnight Provider, the effective date and time of notice shall be the date and time of delivery to the address indicated herein.
 177 D. Notice by facsimile transmission may be served by one party or his/her attorney to the other party or his/her attorney. Notice shall be effective as of
 178 date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00am to 5:00pm
 179 Central Time Zone). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice shall be 9:00am of
 180 the first business day after transmission and that descending party shall provide evidence of the facsimile transmission upon written request from the
 181 recipient.
 182 **32. LOSS:** If prior to closing, improvements on the property will be destroyed or materially damaged by fire or other casualty, the Contract, at the option of
 183 the Purchaser, will become null and void.
 184 **33. CONSTRUCTION OF TERMS:** Wherever appropriate, the singular includes the plural and the masculine or feminine includes the other or the neuter.
 185 **34. RIDERS** This contract is subject to the following riders _____ attached hereto, and made a part of this
 186 Contract.
 187 **35. TIME IS OF THE ESSENCE OF THIS CONTRACT.**

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

This offer or counter offer must be accepted upon presentation or within 48 hours of the initial counter offer, whichever occurs first or the same shall become null and void. We the undersigned Purchasers and Sellers understand that our signatures and initials (if required) or faxed copies of documents bearing same will constitute a LEGALLY BINDING CONTRACT, and all parties agree to perform the terms and conditions thereof.

Date of Contract Offer <u>May 2022</u> Time: _____	Date of Contract Acceptance _____ Time: _____
<u>611 E. Main St. Unit 111</u>	_____
Purchaser's Mailing Address (please print)	Seller's Mailing Address
<u>East Dundee, IL</u>	_____
City State Zip	City State Zip
_____	_____
Purchaser/Beneficiary/Agent Social Security #	Seller/Beneficiary/Agent Social Security #
_____	_____
Purchaser/Beneficiary/Agent Social Security #	Seller/Beneficiary/Agent Social Security #
_____	_____

FOR INFORMATION ONLY

Name of Selling Agent	Agent MLS ID #	Name of Listing Agent	Agent MLS ID #
Company Name	Office MLS ID #	Company Name	Office MLS ID #
<u>Craig S. Krandel</u>	<u>§</u>	_____	_____
Purchaser's Attorney	Phone #	Seller's Attorney	Phone #
_____	_____	_____	_____
Name of Mortgage Lender		Loan Officer	
_____		_____	

****NOTICE TO PREPARER OF CONTRACT** - Strike out all inapplicable items, fill in all blank spaces; DO NOT leave any blanks.**

Seller(s) Initials _____ Buyer(s) Initials _____

Property Address Units 121 and portion of Unit 113(per drawing) IN SUMMIT SQUARE CONDOMINIUMS



To: Village of East Dundee
From: Fox River Players
Re: Summit Square Proposal
Date: May 24, 2022

Dear Village Trustees,

Fox River Players respectfully submits this proposal to purchase the following units in Summit Square, located at 611 E. Main Street in East Dundee.

- Unit 113 (gymnasium)
- Subunit A (lower-level classroom)
- Subunit B (lower-level classroom)

Our offer for the above listed units is \$15,000. Attached, please find proof of funds for this purchase.

Our intent is to transform this space into a community theatre and a live performance space for our residents in East Dundee, West Dundee, Carpentersville, Sleepy Hollow, and Algonquin.

Fox River Players has been working with Dundee Township Park District since 2018, producing Children's Theatre productions. Since our original show on the Adult Activities Center Stage, we have been able to double our class size and we continue to see waitlists each season. We're looking for a permanent and larger home for our organization that can be dedicated to growing the arts right here in our community.

Our initial programming will include the following for our first season:

- Children's Theatre
 - Fall & Spring Productions
 - Youth Actor Summer Camp
- One Musical (all-ages)
- One Comedy Play (ages 16 + up)
- One Radio Play (all-ages)
- Concerts (featuring local musicians)
- Quarterly Art Exhibits

Fox River Players will also make the performing arts space available for rental to other local arts organizations who are looking to produce shows and that need an affordable space to rehearse and perform (dance recitals, concerts, theatre troupes, etc.)

The hours of operation for rehearsals would primarily be early evening (6-8 pm) Monday thru Thursday with parking anticipated at 10-20 vehicles, depending on the show's cast size. Live performances with an audience would take place on Friday, Saturday, or Sunday evenings, with matinee opportunities on Saturdays and Sundays.



Parking requirements for live shows is anticipated at 30-40 vehicles. We understand the unique nature of Gallery 611 (Suite 111), as well as the government offices in the building (Suites 101 & 201), and know how important it is to coordinate all events and activities that will take place within Summit Square.

We understand that Fox River Players would be financially responsible for updating the condominium declarations to divide primary unit 121 into two subunits and we understand the commitment necessary in paying the Summit Square Owner's Association monthly assessments.

Once our organization has closed on this property, we anticipate it will take six months to one year until the first show is produced. A large financial investment is needed to restore electricity, heat, and air-conditioning, as well as to bring the common area restrooms back to functioning order. We must also build a sound system, stage lighting, risers, seating, and a full stage. Through grants and private donations, we look forward to transforming this space.

We anticipate a positive economic impact for nearby businesses in our downtowns with the creation of this live arts venue. Americans for the Arts estimates that for every ticket sold, patrons spend approximately \$15 on food and beverages at local establishments. This new gathering place will attract visitors to our community, in both actors and arts patrons.

We're available at any time, should you have any questions or if you'd like to tour the space together. We look forward to sharing and collaborating with the Village on this new community theatre and arts gathering space here in East Dundee.

Sincerely,

Arin Thrower & Marcy Angsurat

Arin Thrower & Marcy Angsurat
Founders, Fox River Players





Dundee Township Foundation

RFP Response for the Purchase of Real Estate (Condominium Units) located at Summit Square 611 E. Main St., East Dundee, IL 60118

The Village of East Dundee owns and is proposing to sell three of its units in the facility:

Unit 113: a gymnasium/open space that spans both the first floor and the second floor

Unit 121: Contains 8 "classrooms" or individual office spaces on the 1st floor Unit 221: Contains 8 "classrooms" or individual office spaces on the 2nd floor.

The Dundee Township Foundation is proposing \$111,000.00 to purchase the three units located in the Summit Square 611 E. Main Street, East Dundee, Illinois 60118 facility known as:

Unit 113: a gymnasium/open space that spans both the first floor and the second floor

Unit 121: Contains 8 "classrooms" or individual office spaces on the 1st floor Unit 221: Contains 8 "classrooms" or individual office spaces on the 2nd floor.

Dundee Township Foundations has two mission tenets (1) to provide relief to residents in need providing services such as food, clothing, health, legal and budget education to Dundee Township residents; (2) to support Dundee Township Open Space program. Dundee Township Foundation is a 501(c)3 Charitable Organization in the State of Illinois.

Proposed Use:

The Dundee Township Foundation use of the above stated three units would be continued use of Foundation Food Pantry and Clothing Closet and with the refurbishing and lease/sale of office units.

The Dundee Township Foundation hours of operation may be from 0700 – 2100 Monday through Friday with occasionally Saturday/Sunday hours.

The Dundee Township Foundation currently does not require any State or Local licensing.

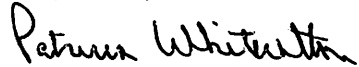
The parking area associated with the Summit Square 611 E. Main St., East Dundee, IL 60118, is more than adequate for the use of The Dundee Township Foundation participants (volunteers and clients).

The Dundee Township Foundation board acknowledgement that proposed use is currently approved by the Village of East Dundee and would continue to be in conformance with the bylaws of the condominium association.

The Dundee Township Foundation has secured a private entity loan for the purchase of the above mentioned three units, understands that condo association month fees and potential property taxes are required to be paid additionally.

The Dundee Township Foundation is currently located within the Summit Square 611 E. Main St., East Dundee, IL 60118 and this proposed purchased will ensure the continued support of the residents of the Dundee Township area.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Patricia Whitecotton". The signature is fluid and cursive, with the first name "Patricia" being more prominent than the last name "Whitecotton".

Patricia Whitecotton – President

Susan Harney - Secretary

Patricia Glees – Treasurer

Sue Berna - Social Services Director

Shannon Kowal - Social Services Director

Dr. Holly McNeill - Social Services Director

Jake Serafini – Community Development Director

Steve Whitecotton - Community Development Director



Dundee Township Foundation

Dundee Township Foundations has two mission tenets (1) to provide relief to residents in need providing services such as food, clothing, health, legal and budget education to Dundee Township residents; (2) to support Dundee Township Open Space program. Dundee Township Foundation is a 501(c)3 Charitable Organization in the State of Illinois. The Dundee Township Foundation has been serving individuals and families of the Dundee Township Area since 2018.

The goals of the Dundee Township Foundation are to provide hands up to our neighbors in need. We provide a food panty service including delivery services to seniors and disabled. Our growth objective is to partner with health, legal and financial services for those area residents who struggle to obtain these services today.

The Dundee Township Foundation is currently operating within the Summit Square 611 E. Main St., East Dundee, IL 60118 facility under an agreement with the Village of the East Dundee. The Dundee Township Foundation is proposing to purchase all three units that the Village of East Dundee currently owns within the facility:

Unit 113: a gymnasium/open space that spans both the first floor and the second floor

Unit 121: Contains 8 "classrooms" or individual office spaces on the 1st floor Unit 221: Contains 8 "classrooms" or individual office spaces on the 2nd floor.

To contact the Dundee Township Foundation by phone:

Cell Phone – [REDACTED]

Foundation Phone - 847-984-0117

Respectfully,

Patricia Whitecotton – President

twhitecotton@dundeetownshipfoundation.com

Susan Harney - Secretary

sharney@dundeetownshipfoundation.com

Patricia Glees – Treasurer

tglees@dundeetownshipfoundation.com

Sue Berna - Social Services Director

sberna@dundeetownshipfoundation.com

Shannon Kowal - Social Services Director

skowal@dundeetownshipfoundation.com

Dr. Holly McNeill - Social Services Director

hmcneill@dundeetownshipfoundation.com

Jake Serafini – Community Development Director

jserafini@dundeetownshipfoundation.com

Steve Whitecotton - Community Development Director

swhitecotton@dundeetownshipfoundation.com





COVER LETTER

To: Village of East Dundee
From: Dundee Township
Re: Summit Square Condominium RFP
Date: May 23, 2022

Dear Administrator Storlie & Village Board,

I am writing this letter on behalf of the Dundee Township Board of Trustees to express our interest in purchasing four upper-level classrooms at Summit Square, located at 611 E. Main Street in East Dundee.

As you know, the Township currently owns the following suites at Summit Square:


Suite 101 – Assessor's Office
Suite 201 – Supervisor's Office/Board Room

The units we are looking to purchase are directly behind our current second-floor spaces and are connected via a common-area hallway. The Township currently has an IGA with the Village to occupy these rooms. If purchased, the units would be used for staff offices, an Open Space department meeting room, long and short-term storage, and training and educational spaces for the public.

The Township is current on all our Owner's Association assessments and contributes in-kind seasonal services such as snow removal, landscaping, and grass cutting. The financial situation at the Township more than adequately allows for the additional cost of monthly assessments for the four classrooms.

I am available at any time should staff or the board have any questions or require more information regarding our offer.

Thank you for your consideration of this proposal and I look forward to talking with you soon.

Arin Thrower
Dundee Township Supervisor

supervisor@dundeetownship.org

Enclosures



LIST OF UNITS TO BE PURCHASED

Dundee Township is interested in purchasing the following four sub-units:

Unit #221

- Subunit A
- Subunit B
- Subunit C
- Subunit D

The Township acknowledges that we would be responsible for updating the condominium declarations to appropriately and lawfully divide primary unit 221 into four sub-units.

PRICE

The Township respectfully submits an offer of \$15,000 total for the Summit Square upper-level classrooms 1, 2, 3, and 4 (\$3,750 per unit).

PROOF OF FINANCIAL CAPABILITY TO EXECUTE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PROPOSED USE

The Township will be using the four upper-level classrooms for the following:

1. Office Space
2. Storage
3. Meeting Space
4. Resident Assistance & Training

The hours of operation would primarily be Monday thru Friday from 9 am until 4 pm, with an occasional small committee meeting or training taking place in early evening hours or possibly on Saturday mornings. The rooms would most likely never be used on Sundays.

Licensing agreements would not be applicable to the use of these rooms.



PROPOSED USE continued

The parking lot projections would be 1-10 cars per meeting or training session. There would be no additional staff parking needed.

The Township acknowledges that the proposed uses are in conformance with the bylaws of the condominium association.

SUMMARY

Dundee Township has been a good partner in the Summit Square Owner's Association since its inception. The spaces we currently occupy were originally renovated at a high standard, adding value to the entire building and its tenants.

We have paid the association dues on-time monthly for more than 8 years and have contributed in-kind staff time to mowing, plowing, and maintaining the landscaping of the building.

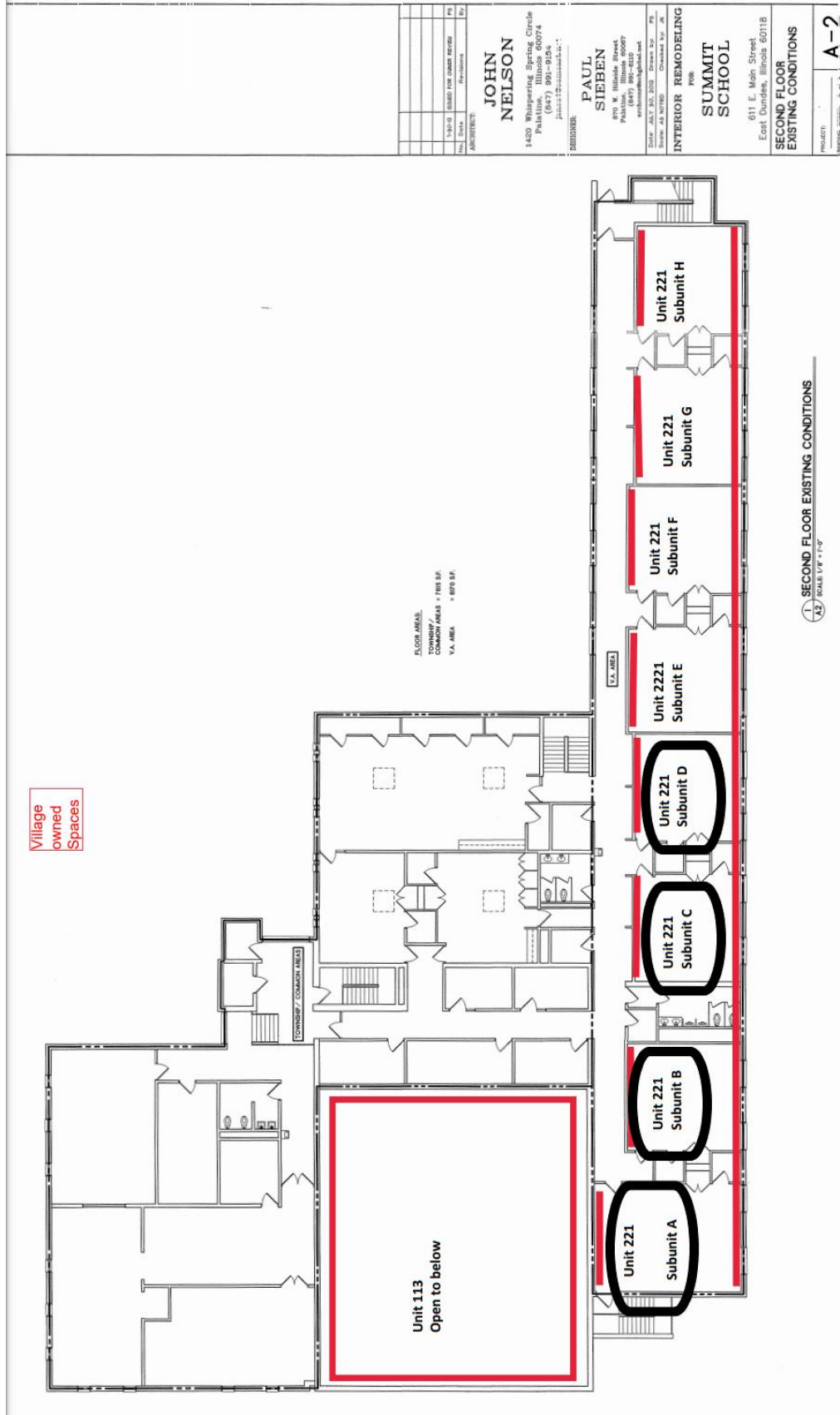
We look forward to expanding our office space so that we can better serve our residents here in East Dundee and throughout Dundee Township. On behalf of our Board of Trustees, we thank you for your consideration of this offer.

Sincerely,

Arin Thrower
Dundee Township Supervisor

DUNDEE TOWNSHIP

Established 1835



PROJECT:		611 E. Main Street East Dundee, Illinois 60118	
DATE:		JULY 2015	
BY:		JOHN NELSON	
FOR:		SUMMIT SCHOOL	
DESCRIPTION:		INTERIOR REMODELING	
DESIGNER:		PAUL SIEBEN 890 W. Middle Street Pekin, Illinois 60667 psiebent@midwest.net	
NOTES:		1. SEE ATTACHED DRAWINGS FOR DETAILS AND MATERIALS.	
REVISIONS:			
No.	Date	Description	By
1	10-15	ISSUED FOR OWNER REVIEW	JS

A-2

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Caboose Repairs
Date: July 18, 2022

Action Requested:

Staff requests the Village Board provide direction on needed repairs to the Village-owned Caboose.

Funding Source:

Not budgeted in current fiscal year

Summary:

The caboose is in need of several repairs which were communicated to us by the lessee, Duke Seward. First, the floor is buckled in several places making it at trip hazard. Lessee has advised that his employees have in fact tripped on the floor in the past and had to seek medical treatment. Secondly, the rear door is in need of replacement, including the frame. Its current condition makes its difficult to secure the premises. Third, during rain events the caboose roof leaks into the interior compartment and near the electrical switches. Lastly, the pavers in the front continue to shift causing trip hazards.

Staff attempted to solicit multiple bids from local contractors to perform the work. Due to the very competitive current environment, it was extremely difficult to get contractors to come out to bid the work. Hargrave Builders was the only contractor who provided a quote after inspecting the premises. The quote came to \$28,150 and is attached for review. It includes the first three repairs but does not address the pavers issue.

Due to the fact that no money was budget for caboose repairs for the current fiscal year and the fact that the caboose so far has been a negative asset, the Village, staff seeks direction from the Village Board on next steps. Revenue and expense details are summarized below and attached in full detail.

Year	Expenses	Revenues
2014-2021	\$179,602	\$52,080

The expenses above do not include staff time from public works staff (~\$13k) nor legal expenses incurred(~\$80k).

Since the caboose only generates approximately \$10,000 per year there isn't sufficient funds to pay for the repairs. Staff presents the following options for the board to consider:

1. Amend the lease to have lessee responsible for all repairs
2. Pay for repairs from the general fund contingency fund
3. Terminate lease at the end of this season and consider selling or removing caboose

The current lease agreement has a term through March 4, 2025 and requires the lessee to pay 5% of gross sales per month to the Village for rent. The lease does contain an "out clause" allowing the Village to terminate the lease at any time with 30 days notice.

Unfortunately, the caboose has not generated enough revenue in 8 years to cover its expenses and continues to need to be subsidized by the Village. Direction to staff on next steps is requested.

Attachments:

Caboose Expenses & Revenues to Date

Repair Estimate

Lease

	Payee	Date	Description	Amount
		4/1/2014	CABOOSE PURCHASE	\$4,600.00
		4/9/2014	CABOOSE PURCHASE	\$41,400.00
21061	US BANK	8/4/2014	CABOOSE HOME DEPO	\$300.00
21061	US BANK	8/4/2014	CABOOSE HOME DEPO	-\$131.00
21061	US BANK	8/4/2014	CABOOSE HOMEDEPOT	\$384.00
21061	US BANK	8/4/2014	CABOOSE HOME DEPO	\$370.00
21061	US BANK	8/4/2014	PENSKE CABOOSE	\$378.00
21061	US BANK	8/4/2014	PENSKE CABOOSE	\$176.40
19266	STA KLEEN	8/13/2014	CABOOSE CLEANING	\$5,700.00
18201	RSR SERVICES LLC	8/18/2014	AUGUST TRAILER	\$250.00
15011	RAY'S ELECTRICAL SERVICE	9/2/2014	DIRECTONAL ELECTR	\$6,300.00
16043	PARAMOUNT FENCE	9/2/2014	FENCE INSTALL ON	\$9,200.00
21061	US BANK	9/2/2014	HOME DEPOT 4' PVC	\$21.27
21061	US BANK	9/2/2014	LIFTING SLINGS CH	\$480.40
02120	BEVERLY MATERIALS INC.	9/15/2014	LIMESTONE FOR CAB	\$90.09
02120	BEVERLY MATERIALS INC.	9/15/2014	LIMESTONE FOR CAB	\$687.08
12090	ARTHUR J LOOTENS & SON, INC.	9/15/2014	EQUIPMENT MOVE	\$255.00
12090	ARTHUR J LOOTENS & SON, INC.	9/15/2014	FLATBED HAU RAILR	\$294.00
18201	RSR SERVICES LLC	9/15/2014	SEPTEMBER TRAILER	\$250.00
18232	RDS Concrete, LLC	9/15/2014	CONCRETE WORK FOR	\$7,700.00
19155	SHERWIN WILLIAMS	9/15/2014	PAINT STRIPING TI	\$78.98
19155	SHERWIN WILLIAMS	9/15/2014	PAINT	\$502.73
05090	EAST DUNDEE, PETTY CASH - VH	10/6/2014	PIN FOR CABOOSE	\$40.00
05090	EAST DUNDEE, PETTY CASH - VH	10/6/2014	COFFEE FOR CABOOS	\$26.02
05160	ELGIN KEY & LOCK CO. INC.	10/6/2014	CABOOSE KEYS	\$401.90
12090	ARTHUR J LOOTENS & SON, INC.	10/6/2014	MOVE CABOOSE	\$2,091.00
19155	SHERWIN WILLIAMS	10/6/2014	PAINT	\$244.74
19155	SHERWIN WILLIAMS	10/6/2014	PAINT FOR CABOOSE	\$81.58
19158	SHROEDER CRANE RENTAL	10/6/2014	4 TON CRANE FOR C	\$1,710.00
21061	US BANK	10/6/2014	DA SANDER DISCS A	\$67.64
15011	RAY'S ELECTRICAL SERVICE	10/20/2014	RAN NEW EXHAUST F	\$500.00
15011	RAY'S ELECTRICAL SERVICE	10/20/2014	ADDED SINGLE PHAS	\$500.00
03179	COLUMBIA PIPE & SUPPLY CO	11/3/2014	MULTIPLE PVC AND	\$160.63
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	FORD 1 CLAMP	\$120.00
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	C44-34 FORD 3/4 C	\$24.00
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	F600-3 FORD 3/4	\$35.00
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	1 CTS POLY 200 P	\$135.00
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	BBAA-43 FORD1CC	\$14.25
06100	JOSEPH D. FOREMAN & CO.	11/3/2014	FORD 1' COMPX1' C	\$87.25
07075	GRAINGER, INC.	11/3/2014	PULLING LUBE CABL	\$49.99
15019	MICHAEL PAUL PLUMBING INC.	11/3/2014	INSTALL WASTE AND	\$2,221.00
15019	MICHAEL PAUL PLUMBING INC.	11/3/2014	INSTALL 3/4' COFF	\$1,650.00
15019	MICHAEL PAUL PLUMBING INC.	11/3/2014	INSTALL NEW SEWER	\$1,159.00
23090	WELCH BROTHERS, INC.	11/3/2014	4 PVC GASKET & C	\$25.42
03069	CESAR MORALES	11/7/2014	STABALIZE CABOOSE	\$1,175.00
04140	DUNDEE NAPA AUTO PARTS	11/17/2014	MISC PARTS CABOOS	\$13.92
21061	US BANK	11/17/2014	HOME DEPOT	\$44.10

21061	US BANK	11/17/2014	HOME DEPOT	\$0.06
21061	US BANK	11/17/2014	HOME DEPOT	\$78.26
21061	US BANK	11/17/2014	MENARDS	\$209.89
21061	US BANK	11/17/2014	ED RENTALS	\$137.76
21061	US BANK	11/17/2014	ED RENTALS	-\$14.56
21061	US BANK	11/17/2014	MENARDS	\$619.59
21061	US BANK	11/17/2014	MENARDS	\$124.76
03069	CESAR MORALES	12/1/2014	POWDER COAT STAIR	\$350.00
03069	CESAR MORALES	12/1/2014	FABRICATE DELIVER	\$2,350.00
03069	CESAR MORALES	12/1/2014	REWORK HANDRAILS	\$1,950.00
16054	PCS CONSTRUCTION LLC	12/1/2014	TROUBLE SHOOT CAB	\$128.73
18110	R. H. Milach Construction	12/1/2014	CONSTRUCT DECK FO	\$4,661.67
12090	ARTHUR J LOOTENS & SON, INC.	12/15/2014	CONCRETE FOR CABO	\$360.00
12090	ARTHUR J LOOTENS & SON, INC.	12/15/2014	WINTERIZE CONCRET	\$135.00
12090	ARTHUR J LOOTENS & SON, INC.	12/15/2014	8 BLANKETS USED F	\$76.00
Subtotal 2014				\$103,031.55
06011	FASTENAL COMPANY	1/5/2015	CUTTER BOLTS WASH	\$118.20
03069	CESAR MORALES	1/20/2015	SUPPLY MATERIAL F	\$1,490.00
03069	CESAR MORALES	1/20/2015	13FEET OF STEEL R	\$1,375.00
13295	McNICHOLS COMPANY	1/20/2015	112 RAILROAD CABO	\$557.45
21061	US BANK	2/16/2015	CONCRETE TUBE	\$8.69
21061	US BANK	2/16/2015	PASQUALES MEETING	\$26.69
21061	US BANK	3/16/2015	WELDING WIRE FOR	\$69.98
21061	US BANK	3/16/2015	BUCK BROS	\$225.00
21061	US BANK	3/16/2015	CONCRETE MIX BUCK	\$89.55
21061	US BANK	3/16/2015	CONCRETE MIX FOR	\$74.70
06011	FASTENAL COMPANY	4/6/2015	TROD	\$22.62
19119	SIGN A RAMA	4/6/2015	SIGN FOR DUNDEE D	\$555.20
20002	T & A BUILDERS	4/6/2015	SHED FOR CABOOSE	\$4,100.00
03064	CESAR MORALES SERVICES INC	4/20/2015	GUARD RAILS FOR C	\$3,800.00
06011	FASTENAL COMPANY	4/20/2015	TRUBOLT	\$23.10
06011	FASTENAL COMPANY	4/20/2015	TRUBOLT SCREWS	\$48.33
06011	FASTENAL COMPANY	4/20/2015	MISC SCREWS	\$85.60
06011	FASTENAL COMPANY	4/20/2015	MISC SCREWS	\$56.23
07058	GLOBAL EQUIPMENT COMPANY	4/20/2015	4x52 BOLLARD COVE	\$68.00
08237	HULLS ADVANTAGE SOLUTIONS	4/20/2015	WALK IN COOLER FO	\$3,975.00
21061	US BANK	4/20/2015	PIPE FITTINGS	\$45.66
21061	US BANK	4/20/2015	MENARDS	\$2,101.00
21061	US BANK	4/20/2015	MENARDS	-\$335.63
21061	US BANK	4/20/2015	MENARDS	\$439.33
21061	US BANK	4/20/2015	MENARDS	\$103.31
21061	US BANK	4/20/2015	HOME DEPOT	\$27.94
21061	US BANK	4/20/2015	MENARDS	\$19.99
21061	US BANK	4/20/2015	MENARDS	\$654.32
21061	US BANK	4/20/2015	MENARDS	\$32.21
21061	US BANK	4/20/2015	MENARDS	\$37.98
21061	US BANK	4/20/2015	MENARDS	\$212.40

21061	US BANK	4/20/2015	MENARDS	-\$37.98
21061	US BANK	4/20/2015	MENARDS	\$646.78
21061	US BANK	4/20/2015	HOME DEPOT	\$61.04
01023	A & T PLUMBING, INC	4/29/2015	BACK FLOW TEST FO	\$95.00
05160	ELGIN KEY & LOCK CO. INC.	4/29/2015	KEYS FOR CABOOSE	\$48.00
15011	RAY'S ELECTRICAL SERVICE	4/29/2015	WORK DONE AT CABO	\$4,745.00
15019	MICHAEL PAUL PLUMBING INC.	4/29/2015	GAS PIPE LINE TO	\$1,550.00
20109	TOP NOTCH SHEET METAL FABRICATING	4/29/2015	STAINLESS STEEL C	\$1,483.75
15011	RAY'S ELECTRICAL SERVICE	5/18/2015	ELECTRICAL FOR CA	\$1,040.00
20109	TOP NOTCH SHEET METAL FABRICATING	5/18/2015	STAINLESS STEEL F	\$100.00
21061	US BANK	5/18/2015	HEAT AC UNIT	\$1,647.00
21061	US BANK	5/18/2015	KNOX BOX	\$282.00
21061	US BANK	5/18/2015	GRILL REPLACEMENT	\$66.83
21061	US BANK	5/18/2015	READY ACCESS WIND	\$910.00
21061	US BANK	5/18/2015	READY ACCESS CUST	\$165.00
21061	US BANK	5/18/2015	FREEZER PLUS SHIP	\$1,812.80
21061	US BANK	5/18/2015	SANDWICH PREP TOP	\$2,064.75
21061	US BANK	5/18/2015	TAX REFUND	-\$123.75
21061	US BANK	5/18/2015	CAULK PLUMBING PA	\$109.36
21061	US BANK	5/18/2015	MAIL BOX ADDRESS	\$115.36
21061	US BANK	5/18/2015	4 KEYS	\$17.90
21061	US BANK	5/18/2015	SINK CLIPS	\$25.91
21061	US BANK	5/18/2015	SINK DRAIN KIT	\$11.13
21061	US BANK	5/18/2015	PAINT BASEBOARDS	\$90.59
21061	US BANK	5/18/2015	MENARDS	\$41.16
21061	US BANK	5/18/2015	HOME DEPOT	\$39.91
21061	US BANK	5/18/2015	HOME DEPOT	\$6.98
21061	US BANK	5/18/2015	MENARDS	-\$112.90
21061	US BANK	5/18/2015	HOME DEPOT	\$63.19
21061	US BANK	5/18/2015	HOME DEPOT	\$26.04
21061	US BANK	5/18/2015	HOMEDEPOT	-\$8.24
21061	US BANK	5/18/2015	HOME DEPOT	\$40.64
21061	US BANK	5/18/2015	HOME DEPOT	-\$27.98
21061	US BANK	5/18/2015	HOME DEPOT	\$118.75
21061	US BANK	5/18/2015	MENARDS	\$51.65
21061	US BANK	5/18/2015	HOME DEPOT	\$48.76
18110	R. H. Milach Construction	6/1/2015	ABC SUPPLY CO DEC	\$1,755.60
03064	CESAR MORALES SERVICES INC	6/1/2015	GUARD RAILS FOR C	\$1,100.00
06011	FASTENAL COMPANY	6/1/2015	SCREWS FOR CABOOS	\$12.50
08237	HULLS ADVANTAGE SOLUTIONS	6/1/2015	CABOOSE WORK	\$739.00
06011	FASTENAL COMPANY	6/15/2015	ACORN SS	\$5.55
06011	FASTENAL COMPANY	6/15/2015	SCREWS AND SUPPLI	\$202.68
21061	US BANK	6/15/2015	LETTER CAULK BACK	\$14.43
21061	US BANK	6/15/2015	SERVICE CALL AND	\$428.66
Subtotal 2015				\$41,580.70
01215	A V L S - ELGIN - ASPEN VALLEY	7/5/2016	SNAP EDGE & 12 IN	\$169.00
23090	WELCH BROTHERS, INC.	7/5/2016	PARTS FOR CABOOSE	\$68.72

21061	US BANK	7/20/2016	WALK IN FREEZER R	\$439.96
21061	US BANK	7/20/2016	FAN FOR WINDOW	\$34.43
15019	MICHAEL PAUL PLUMBING INC.	8/17/2016	EXTEND CABOOSE VE	\$280.00
03064	CESAR MORALES SERVICES INC	9/21/2016	RAILINGS	\$3,800.00
21061	US BANK	9/21/2016	PIPE FOR CABOOSE	\$67.34
03064	CESAR MORALES SERVICES INC	10/5/2016	INSTALL METAL SHE	\$85.00
20109	TOP NOTCH SHEET METAL FABRICATING	10/5/2016	STAINLESS STEEL C	\$502.00
05160	ELGIN KEY & LOCK CO. INC.	10/19/2016	REKEY THE CABOOSE	\$1,026.85
03240	CRESENT ELECTRIC SUPPLY	12/7/2016	ARM BRACKET	\$53.41
07046	GETZ FIRE EQUIPMENT CO.	12/7/2016	7 MIRE INSPECTION	\$630.00
15019	MICHAEL PAUL PLUMBING INC.	12/7/2016	WINTERIZE CABOOSE	\$275.00
01212	ARCHITECTURAL FLOOR SERVICE	3/21/2016	NEW FLOORING	\$2,468.00
05160	ELGIN KEY & LOCK CO. INC.	4/18/2016	LOCK PARTS FOR CA	\$34.12
19155	SHERWIN WILLIAMS	4/18/2016	PAINT FOR CABOOSE	\$23.96
01212	ARCHITECTURAL FLOOR SERVICE	4/29/2016	NEW FLOORING IN C	\$2,332.00
21061	US BANK	5/16/2016	VINAL BASE COVER	\$111.14
21061	US BANK	5/16/2016	LIGHT FIXTURES	\$349.63
21061	US BANK	5/16/2016	MISC SUPPLIES	\$338.93
21061	US BANK	5/16/2016	TILE ADHESIVE	\$56.73
21061	US BANK	5/16/2016	FIBERROCK	-\$103.86
21061	US BANK	5/16/2016	LLM PLUMBERS LIC	\$30.71
21061	US BANK	5/16/2016	SCREWS FOR CABOOS	\$4.25
21061	US BANK	5/16/2016	ANCHOR BOLTS	\$10.28
03240	CRESENT ELECTRIC SUPPLY	6/6/2016	4 RAM ARM BRACKET	\$213.64
06011	FASTENAL COMPANY	6/6/2016	NUTS AND BOLTS FO	\$13.05
20109	TOP NOTCH SHEET METAL FABRICATING	6/20/2016	STAINLESS STEEL P	\$136.00
21061	US BANK	6/20/2016	FLOORING COVE REP	\$116.47
21061	US BANK	6/20/2016	VALVES FITTINGS	\$10.97
01215	A V L S - ELGIN - ASPEN VALLEY	7/5/2016	SNAP EDGE & 12 IN	\$169.00
23090	WELCH BROTHERS, INC.	7/5/2016	PARTS FOR CABOOSE	\$68.72
01215	A V L S - ELGIN - ASPEN VALLEY	7/18/2016	TOP SOIL FOR DEPO	-\$44.50
01215	A V L S - ELGIN - ASPEN VALLEY	7/18/2016	TOP SOIL FOR DEPO	\$89.00
01215	A V L S - ELGIN - ASPEN VALLEY	7/18/2016	MULCH FOR DEPOT D	\$225.98
02120	BEVERLY MATERIALS INC.	7/18/2016	PEA GRAVEL	\$77.14
06011	FASTENAL COMPANY	7/18/2016	PICNIC TABLES	\$122.90
06011	FASTENAL COMPANY	7/18/2016	CABOOSE	\$62.13
15011	RAY'S ELECTRICAL SERVICE	7/18/2016	INSALL LIGHT FIXT	\$924.00
16030	ORANGE CRUSH	7/18/2016	PRIV SURFACE	\$46.00
18072	RANDY'S FENCING	7/18/2016	DUMPSTER FENCE EN	\$2,585.00
21061	US BANK	7/18/2016	HOLLAND PAVER BRI	\$1,466.00
21061	US BANK	7/18/2016	RED PAINT FOR LIG	\$22.56
21061	US BANK	7/18/2016	SNAP EDGE AND SPI	\$169.00
21061	US BANK	7/18/2016	MISC PATIO SUPPLI	\$271.55
21061	US BANK	7/18/2016	CABOOSE WOOD, KNI	\$40.96
21061	US BANK	7/18/2016	LEVELING SAND STE	\$14.85
21061	US BANK	7/18/2016	MISC SUPPLIES FOR	\$365.45
21061	US BANK	7/18/2016	RENT PAVE BLOCK S	-\$37.00
21061	US BANK	7/18/2016	HEAVY DUTY RAFTER	\$184.09

21061	US BANK	7/18/2016	KNEE PAD FOR CABO	\$29.94
21061	US BANK	7/18/2016	PAVER LOCKING SAN	\$129.80
21061	US BANK	7/18/2016	COMP CHIM	\$60.83
21061	US BANK	7/18/2016	GOO OFF AND 7X14	\$174.87
21061	US BANK	7/18/2016	BLASES CEMENT ADH	\$133.17
21061	US BANK	7/18/2016	ELECTRICAL SUPPLI	\$31.40
21061	US BANK	7/18/2016	CONCRETE FOR PATI	\$332.80
01091	ALARM DETECTION SYSTEMS	8/1/2016	AUG-OCT	\$180.00
16030	ORANGE CRUSH	8/1/2016	priv surface	\$13.11
16030	ORANGE CRUSH	8/1/2016	PRIV SURFACE	\$513.03
01215	A V L S - ELGIN - ASPEN VALLEY	8/15/2016	RIVER ROCK FOR CA	\$64.20
01215	A V L S - ELGIN - ASPEN VALLEY	8/15/2016	TOP SOIL AND STRA	\$74.00
01215	A V L S - ELGIN - ASPEN VALLEY	8/15/2016	DOUBLE PAY	-\$169.00
16030	ORANGE CRUSH	8/15/2016	PRIV SURFACE	\$92.46
21061	US BANK	8/15/2016	MENARDS	\$75.48
01149	AMY YAKES ENTERPRISES	9/6/2016	RESORATIONS FROM	\$800.00
01215	A V L S - ELGIN - ASPEN VALLEY	9/6/2016	FINANCE CHARGE	-\$1.82
01215	A V L S - ELGIN - ASPEN VALLEY	9/6/2016	TOPSOIL	\$222.50
01215	A V L S - ELGIN - ASPEN VALLEY	9/6/2016	GRASS REPAIR	\$235.04
01215	A V L S - ELGIN - ASPEN VALLEY	9/6/2016	TOPSOIL	\$133.50
01011	ABC WILDLIFE CONTROL	11/7/2016	TRAP SET AT CABOO	\$725.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	5 GAL SEALER	\$275.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	FOAM ROLLERS	\$24.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	GAL SURE CLEANER	\$90.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	MULCH	\$120.00
16054	PCS CONSTRUCTION LLC	11/7/2016	ELECTRICAL WORK A	\$728.33
01011	ABC WILDLIFE CONTROL	11/7/2016	TRAP SET AT CABOO	\$725.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	5 GAL SEALER	\$275.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	FOAM ROLLERS	\$24.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	GAL SURE CLEANER	\$90.00
04175	DUNDEE LANDSCAPE CONSTRUCTION	11/7/2016	MULCH	\$120.00
16054	PCS CONSTRUCTION LLC	11/7/2016	ELECTRICAL WORK A	\$728.33
			Subtotal 2016	\$27,450.53
2017				
01215	A V L S - ELGIN - ASPEN VALLEY	2/6/2017	TOPSOIL	\$1.82
05160	ELGIN KEY & LOCK CO. INC.	4/28/2017	KEYS FOR CABOOSE	\$40.50
99800	JNL CLIMATE CONTROL INC	5/15/2017	REPAIR TO AC CABO	\$217.00
21061	US BANK	6/19/2017	PAINT FOR CABOOSE	\$17.24
			Subtotal 2017	\$276.56
2018				
		2018	fridge repair	\$1,367.40
		2018	fridge repair	\$212.50
		2018	ice maker	\$270.00
		2018	fridge repair	\$72.60
		2018	repair supplies	\$14.88
			Subtotal 2018	\$1,937.38
2019				
		2019	signs	\$100.00

	2019	flowers	\$137.25
	2019	fridge repair	\$803.44
	2019	fridge repair	\$652.46
	2019	fridge repair	\$305.08
	2019	exhaust fan	\$1,800.00
	2019	exhaust fan	\$423.00
	2019	skunks	\$689.00
	2019	repair supplies	\$43.33
	2019	adhesive	\$15.70
	2019	garbage enclosure	\$6.36
		Subtotal 2019	\$4,975.62
2020	2020	ac repair	\$342.72
	2020	winterize - antifreeze	\$7.00
		Subtotal 2020	\$349.72
		Total	\$179,602.06

Date	Amount	Comment
4/3/2014	\$ 500.00	ROBERT DOYLE BLUES RETURANT CHICAGO PAID CK: 4139
7/29/2014	\$ 2,600.00	BLUES BBQ RESTAURANT PAID CK: 4194
8/15/2014	\$ 50.00	BLUES BBQ PAID CK: 1049
8/28/2014	\$ 250.00	BLUES BBQ PAID CK: 4213
9/15/2014	\$ 80.00	BLUES BBQ VOLUNTEER DINNER GUESTS
12/19/2014	\$ 50.00	BLUES BBQ PAID CK: 1078
6/10/2015	\$ 100.00	SIDEWALK LIQUOR LICENSE BLUES BBQ
6/10/2015	\$ 2,500.00	BLUES BBQ
3/6/2015	\$ 50.00	DUNDEE DEPOT DOGS PAID CK: 0993
3/27/2015	\$ 500.00	DUNDEE DEPOT DOGS PAID CK: 1003
3/30/2015	\$ 250.00	DUNDEE DEPOT DOGS PRORATED LIQUOR LICENSE PAID CK: 1005
5/19/2015	\$ 611.02	DUNDEE DEPOT DOGS APRIL 10% SALES PAID CK: 1030
6/29/2015	\$ 1,009.86	DEPOT DOGS RENT MAY 2015 PAID CK: 1049
7/31/2015	\$ 1,443.75	DUNDEE DEPOT DOGS RENT JUNE 2015 PAID CK: 1063
9/2/2015	\$ 1,144.63	DEPOT DOGS RENT JULY 2015 PAID CK: 1078
9/28/2015	\$ 837.90	DEPOT DOGS AUGUST 2015 RENT PAID CK: 837.90
10/28/2015	\$ 750.40	DEPOT DOGS RENT SEPTEMBER 2015 PAID CK: 1089
12/11/2015	\$ 246.25	DEPOT DOGS OCTOBER & NOVEMBER 2015 PAID CK: 1092
2/18/2016	\$ 50.00	DUNDEE DEPOT DOGS PAID CK: 1101
4/26/2016	\$ 145.90	DEPOT DOGS MARCH 2016 PAYMENT PAID CK: 1113
5/25/2016	\$ 205.64	DEPOT DOGS RENT APRIL 2016 PAID CK: 1120
5/25/2016	\$ 25.00	DEPOT DOGS SIGN RENTAL PAID CK: 1121
6/23/2016	\$ 626.05	DEPOTDOGS RENT MAY2016 PAID CK: 1130
7/21/2016	\$ 1,150.00	DEPOT DOGS JUNE 2016 RENT PAID CK: 1134
8/23/2016	\$ 1,177.68	DEPOT DOGS JULY 2016 RENT PAID CK: 1142
9/21/2016	\$ 818.57	DEPOT DOGS RENT AUGUST 2016 PAID CK: 1150
10/25/2016	\$ 763.24	DEPOT DOGS SEPT 2016 PAID CK: 1156
11/16/2016	\$ 120.45	DEPOT DOGS RENT OCTOBER 2016 PAID CK: 1157
9/22/2017	\$ 1,877.76	BUTCHER ON THE BLOCK STOP CABOOSE RENTAL AUGUST 2017
6/29/2018	\$ 292.02	DUKES (CABOOSE) COMED INVOICE FOR 112 RAILROAD PAID CK: 1030 PAID CK: 1030
6/29/2018	\$ 161.78	DUKES'S BBQ PAYMENT FOR NICOR GAS FOR CABOOSE 112 RAILROAD PAID CK: 1055
8/6/2018	\$ 828.59	DUKES BBQ MONTHLY JUNE 2018
12/6/2018	\$ 725.19	DUKES BLUES BBQ CABOOSE SEPT 2018 RENT PAID CK: 440
12/6/2018	\$ 386.62	DUKES BLUES BBQ CABOOSE OCTOBER 2018 PAID CK: 447
5/15/2019	\$ 87.70	CABOOSE RENTAL, FEB 2019 Paid Ck: 407
5/15/2019	\$ 328.50	CABOOSE RENTAL, MARCH 2019 Paid Ck: 408
5/15/2019	\$ 105.90	CABOOSE RENTAL, JAN 2019 Paid Ck: 406
11/1/2019	\$ 100.00	DUKES BLUES N BBQ- OCT FEST NO SHOW; LOST DEPOSIT PAID CK: 643
11/4/2019	\$ 1,940.80	CABOOSE SALES FOR APRIL 254.99, MAY 556.52, JUNE 620.22, JULY 509.16 (2019) Paid Ck: 658
12/3/2019	\$ 50.00	DUKES BLUES N BBQ - 112 RAILROAD PAID CK: 672
2/20/2020	\$ 1,565.10	CABOOSE RENTAL: AUG 826.97; SEPT 429.61; OCT 308.60 Paid Ck: 602
6/29/2020	\$ 1,566.03	DUKES SALES MAY 2020
6/29/2020	\$ 50.00	DUKES TENT PERMIT
	\$ 579.50	DUKE SALES MARCH, APRIL 2020
	\$ 1,759.59	DUKES SALES JUNE 2020
	\$ 1,515.11	DUKES SALES JULY 2020
	\$ 1,793.71	DUKES SALES AUG 2020
	\$ 1,423.40	DUKES SALES SEPT 2020
	\$ 1,248.53	DUKES SALES OCT 2020
	\$ 1,068.68	DUKES SALES NOV 2020

\$ 426.23	DUKES SALES DEC 2020
\$ -	DUKE SALES JAN 2021
\$ -	DUKES SALES FEB 2021
\$ -	DUKES SALES MAR 2021
\$ 1,034.23	DUKES SALES APR 2021
\$ 1,851.87	DUKES SALES MAY 2021
\$ 1,483.19	DUKES SALES JUNE 2021
\$ 1,331.59	DUKES SALES JULY 2021
\$ 1,376.62	DUKES SALES AUGUST 2021
\$ 1,097.25	DUKES SALES SEPT 2021
\$ 1,143.03	DUKES SALES OCT 2021
\$ 639.55	DUKES SALES NOV 2021
\$ 828.87	DUKES SALES DEC 2021
\$ 354.08	DUKES SALES JAN 2022
\$ 433.95	DUKES SALES FEB 2022
\$ 647.94	DUKES SALES MARCH 2022
\$ 814.47	DUKES SALES APR 2022
\$ 1,106.32	DUKES SALES MAY 2022
\$ 52,080.04	TOTAL 2014 - 2022



June 20, 2022
Mr. Phil Cotter
Public Works Director
Village of East Dundee
120 Barrington Ave
East Dundee, IL 60118

Re: **Caboose Alterations**

Dear Mr. Cotter:

Hargrave Builders is pleased to provide you with this proposal for the **Caboose Alterations**. Our proposal work items and quantities are based upon discussions from our site visit as detailed below.

Our base proposal includes the following:

- Interior Floor Replacement
 - All furnishings and goods will be removed by others, not Hargrave.
 - Demo existing flooring and plywood to subfloor level.
 - Glue and screw new ¾" plywood subflooring.
 - Install new Mannington Sheet Vinyl flooring.
 - Flash cove base up existing walls 6"
 - Heat weld finish flooring seams.
 - Install termination at top of flash cove base.
- Exterior Repairs
 - Remove and replace west facing door with residential grade.
 - Calking and sealant above door to existing metal structure.
 - Remove existing exterior trim on windows
 - Install new cedar window trim.
 - Calking and sealant of trim to existing metal structure.
 - Install new trim and calk at existing "walk up window."
 - Paint all replaced materials white.

The work as described above will be performed for the investment sum of **Twenty-Eight Thousand One Hundred Fifty Dollars (\$28,150.00)**. If a T&M method of constructing is desired that is acceptable.

Exclusions:

- Permit fees
- Painting of red areas of Caboose
- Masonry
- Roofing items
- New Door Locks
-

Hargrave Builders would like to thank you for the opportunity to submit this proposal. If you should have any questions on the proposal, please feel free to contact me. Engineering and materials will be ordered after proposal is signed and returned; email copy is acceptable.

Respectfully submitted,



President
Hargrave Builders, Inc.

ACCEPTANCE:

Hargrave Builders, Inc is hereby authorized to furnish all materials and / or labor required to complete the work referred to in this proposal for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

SIGNED _____ DATE _____

Please sign, date, and return a copy of this contract for our files.

Resolution No. 04-18

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A CONCESSION LICENSE
AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

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, Duke’s Blues N’ BBQ an Illinois corporation, (the “*Concessionaire*”) has approached the Village in regards to licensing the Village’s caboose located at 112 Railroad Street in Depot Park (the “*Caboose*”) for the purpose of operating a food concession stand therein; and,

WHEREAS, the Village desires to have the Caboose operated by the Concessionaire for the service of a high quality and creative menu as part of the downtown restaurant community; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into an agreement with the Concessionaire for the operation of a concession stand out of the Caboose pursuant to the terms and conditions as set forth in the Concession License Agreement attached hereto and made a part hereof.

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

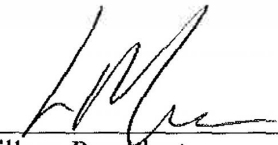
Section 1. That the Concession License Agreement, attached hereto and made a part hereof, is hereby is approved in substantially the form attached, subject to changes which may be made by the Village Administrator and approved by the Village Attorney.

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

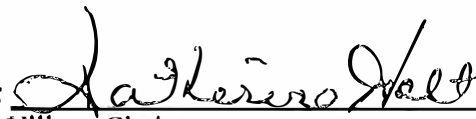
PASSED this 5th day of Mar, 2018, pursuant to a roll call vote as follows:

AYES: Trustee Lynam, Selep, Hall, Mahony, And
NAYS: ~~Trustee~~ Trustee Andresen
ABSTAIN: ~~Trustee~~ Trustee Wood
ABSENT: Trustee Wood
President Miller

APPROVED this 5th day of Mar, 2018



Village President

Attest: 

Village Clerk

CONCESSION LICENSE AGREEMENT

Caboose Concession Stand, Depot Park

This CONCESSION LICENSE AGREEMENT (the "License"), made and entered into this 5th day of March, 2018, by and between the Village of East Dundee, a municipal corporation, hereinafter referred to as "Village," and Duke's Blues N' BBQ, an Illinois corporation, hereinafter referred to as "Concessionaire."

WITNESSETH:

WHEREAS, the Village desires to have its caboose located at 112 Railroad Street in Depot Park operated by a concessionaire for service of a high quality and creative menu as part of the downtown restaurant community; and,

WHEREAS, the Village and the Concessionaire have reached an understanding concerning the operation of the caboose as a concession stand and agree as follows:

1. PURPOSE

It is the intent of this License to provide from the Village's caboose a food and beverage concession operation at the Depot Park. All food and commodities sold by Concessionaire shall be of the best quality, all service prompt and courteous, all personnel shall be clean and presentable and the facility, including all equipment, shall be kept in accordance with required health standards and the ordinances of the Village.

2. TERM

The term of this License shall be two (2) years commencing March 5, 2018 and terminating March 4, 2020. The term of this License may be extended for an additional two (2) years upon request by the Concessionaire and approval by the Village.

3. OPERATING SPECIFICATIONS

- A. The Concessionaire shall operate its business in the caboose concession stand at Depot Park generally located at 112 Railroad Street in the Village, and as more specifically described in this document (the "Premises").
- B. An inventory of Village-owned equipment in the concession stand will be made jointly by the Concessionaire and the Village. A listing of that beginning equipment and fixture inventory will be made an attachment to this License as Exhibit A. The Concessionaire is responsible for providing all other necessary equipment for its operation. The Concessionaire may have the necessary equipment for internet access installed at the Premises.

- C. The Village shall have the right at all times to inspect the Premises occupied by the Concessionaire in conducting its services and sales.
- D. The Concessionaire agrees at its sole cost and expense to complete day-to-day maintenance and repairs required for its operation and to keep the Premises in a clean, sanitary and safe condition. The Concessionaire shall keep the walls, fixtures, cooking areas and floors cleaned in accordance with the requirements of the Village and County Health Departments and ordinances of the Village. The Concessionaire shall obtain all health permits prior to operation and all Health Department reports shall be immediately transmitted to the Village Administrator of the Village for review. The Concessionaire shall furnish all cleaning supplies and materials needed to maintain the Premises in the above described manner.
- E. Any capital improvements done on or to the Premises or permanent fixtures added to the Premises costing over \$300 in value shall be approved by the Village Administrator prior to commencement.
- F. At the end of the License term and any extension thereof, the Village Administrator shall conduct an inspection of the Premises, and the Concessionaire shall be informed of the outcome of said inspection. The Concessionaire will deliver the Premises, and all Village owned equipment to the Village at the termination of this License in good condition and state of repair as when received except for ordinary wear and tear.
- G. The Concessionaire does not have exclusive rights to any concession operations within Depot Park.
- H. The Concessionaire shall at all times of operation, operate a first class, full service concession operation with adequate staff. During the term of this License, the Concessionaire shall conduct the concession operation per the hours of operation as listed in the Request for Proposal, Exhibit B attached hereto and made a part hereof by reference.
- I. The Village, at the determination of the Village Administrator, shall perform winterizing on the Premises such that the Premises will be inoperable during the winter months unless modifications are made to the Caboose to allow the Concessionaire to operate 12 months of year. Terms for converting the Caboose to allow for a 12 month facility will be negotiated following review of cost proposals received and there is a mutual agreement reached between the Concessionaire and the Village Administrator.
- J. The Concessionaire agrees to be responsible, at its sole cost, for all utilities and services required upon the Premises including, but not limited to, water, sewer, electric, gas, garbage removal, and internet services.

- K. All storage of material and equipment shall be within the Premises or as approved by the Village Administrator.
- L. The Premises shall not be subject to the Code of Ordinances of the Village of East Dundee related to signage, however, no display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the building except with prior written approval of the Village Administrator.
- M. The Concessionaire agrees to open the concession stand, upon request by the Village, for special functions or events at Depot Park. The Village agrees not to have an out-of-town BBQ vendor at Village sponsored events.
- N. The Concessionaire will be allowed to use discretion regarding closing during periods of non activity with approval from the Village Administrator or his or her designee.
- O. The Concessionaire agrees that the Caboose is in satisfactory condition subject only to any written memorandum executed by the Concessionaire and the Village.
- P. The Village is responsible for grass mowing and trimming along with snowplowing, if necessary, upon the Premises.

4. PAYMENTS AND OTHER REPORTS TO THE VILLAGE

- A. The Concessionaire agrees to pay to the Village without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent, as follows:
 - (1) Five percent of gross sales (5%) per month during the first year of the initial two (2) year term and five percent of gross sales (5%) per month during second year of the initial two (2) year term.
 - (2) In the event that Concessionaire requests and the Village approves an additional two year term as provided in Paragraph 2 hereof, the rent for that subsequent two year term will be determined by both the Village and the Concessionaire. In the event that the Village and Concessionaire cannot reach an agreement regarding rent for a subsequent two year term, this License shall terminate.
 - (3) The Concessionaire shall send the Village a printout of the previous month's sales from its point of sale system along with rent payment by the 10th of each month. There is a \$50.00 penalty per month after the 10th day for sales from the previous month and it is a violation of this license and if 30 days in default, this license is null and void.

- B. The Concessionaire shall be required to provide the Village with a security deposit of five hundred dollars (\$500.00) and shall be responsible for any damage to the Premises at the termination of this License. At the termination of this License, the Village shall return to Concessionaire any remaining balance of the security deposit provided that Concessionaire returns the Premises to the Village in as good a condition and state of repair as when received, ordinary wear and tear excepted.
- C. The Concessionaire shall provide to the Village, prior to the start of the License term, confirmation of insurance coverage described in paragraph 5 below for the Premises and the operations of the business for the entire term, with the Village named as additional insured on all policies.
- D. Concessionaire shall pay all taxes, except real estate taxes, levied or assessed against the Caboose or this License.

5. INSURANCE REQUIREMENTS

- A. Prior to the beginning of the initial term, Concessionaire shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Concessionaire or its employees. Such insurance shall not be less than coverages and limits of liability specified in the attached Exhibit C or coverages and limits required by law unless otherwise agreed to by the Village.
- B. All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than fifteen (15) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Concessionaire of any deficiencies in such documents, and receipt thereof shall not relieve the Concessionaire from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- C. The Concessionaire shall indemnify and hold the Village, its officers, employees and agents, and each of them harmless for any and all losses or damages to equipment and supplies furnished by the operator that occur as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Village for reasons associated with the concession operation providing a fully indemnity to the Village on all claims. The Concessionaire shall agree, in writing, not hold the Village or any of its employees responsible in the event of injuries to

persons who operate the concession stand and shall indemnify and release the Village from any and all claims.

6. SUBLETTING OF LICENSE

This License shall be not assigned or any part sub-contracted without approval by the Village Board. In no case shall such consent relieve the Concessionaire from their obligation or change the terms of this License.

7. TERMINATION OF LICENSE

The Village reserves the right to terminate the whole or any part of this License upon thirty (30) days written notice to the Concessionaire or immediately upon default by the Concessionaire. Default is defined as failure of the Concessionaire to perform any of the provisions of this License or failure to make sufficient progress so as to endanger performance of this License in accordance with its terms.

8. TAXES, LICENSES & PERMITS

The Concessionaire shall pay all sales, and other taxes that are lawfully assessed against the Village or the Concessionaire in connection with the Concessionaire's facilities and the work included in this License, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Concessionaire shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this License.

9. STATUS OF CONCESSIONAIRE

The parties agree that neither Concessionaire nor Concessionaire's employees are employees of the Village.

10. RELEASE

Village assumes no responsibility for the loss or damage of Concessionaire's property or improvements placed on or in the Premises and Concessionaire hereby expressly releases and discharges Lessor from any and all liability for loss to such property or improvements. Village shall not be liable for any financial loss incurred by Concessionaire due to unforeseen or uncontrollable events which cause failure of any or all of the facilities to operate during the term hereof.

11. NOTICES

Any notices concerning this License may be given, and all notices required by this License or concerning performance under this License shall be given in writing and shall

be personally delivered, faxed or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

To the Village:
Jennifer Johnsen
Village Administrator
120 Barrington Avenue
East Dundee, IL 60118
FAX: 847-426-2956

With a copy to:
Gregory T. Smith
Klein, Thorpe & Jenkins, LTD.
200 N. Wacker Drive, Suite 1660
Chicago, IL 60606
FAX: 312-984-6444

To Concessionaire:
Duke's Blues N'BBQ
c/o Terrance D. Seward and Rhiannon Seward
338 Evergreen Circle
Gilberts, IL 60136
FAX: _____

11. CONCESSIONAIRE CERTIFICATIONS

A. Concessionaire certifies that it is not barred from contracting with the Village as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and


D. Complies with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e

12. COMPLIANCE WITH LAWS

All work under this License shall be executed in accordance with all applicable federal, State, and Village laws, ordinances, rules and regulations which may in any manner affect the performance of this License.


IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by the parsons duly authorized thereto the day and year first hereinabove written.

The Village of East Dundee:



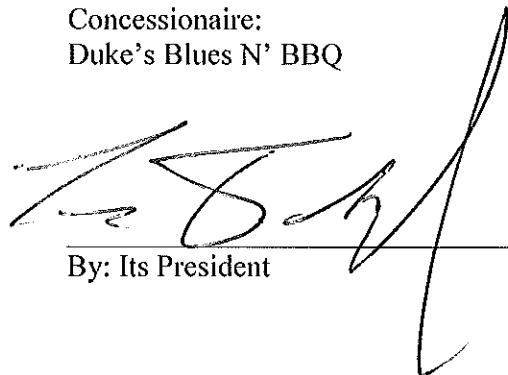
Village President

Attest:



Village Clerk

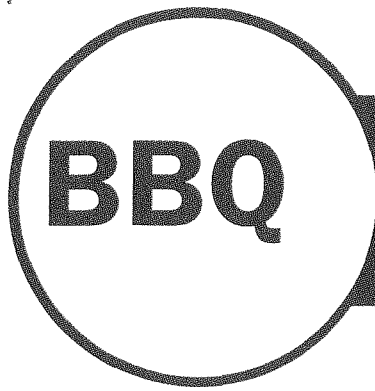
Concessionaire:
Duke's Blues N' BBQ



By: Its President

EXHIBIT A
EQUIPMENT INVENTORY

EXHIBIT B
REQUEST FOR PROPOSALS CABOOSE CONCESSION STAND



DUKE'S BLUES N' BBQ

TERRANCE DUKE SEWARD | RHIANNON SEWARD, PSY.D.
DUKES-BLUES-N-BBQ.COM

CONTACT

338 Evergreen Circle,
Gilberts, IL 60136
<http://dukes-blues-n-bbq.com/>
224.587.2677

**ATTN: BRAD MITCHELL • ASSISTANT VILLAGE ADMINISTRATOR • VILLAGE
OF EAST DUNDEE • 120 BARRINGTON AVENUE, EAST DUNDEE, IL 60118**

December 18th, 2017

Dear Brad Mitchell and the Village of East Dundee,

Duke's Blues n BBQ is a small, local business, built on hard work and dedication to our community. The restaurant features a full menu of moderately priced, "comfort" food influenced by southern cooking traditions, but based upon time honored recipes passed down by each generation in the Stroud family.

It is with our greatest pleasure and gratitude that we submit this letter, indicating our interest in being selected as the operator of the Caboose in East Dundee. The town of East Dundee is very near and dear to our hearts, and we hope our business can add to the town's rich history of local businesses and friendly connections. The following pages will serve as our proposal for the Caboose and will include our Business plan, Qualifications, and References.

Sincerely,

Terrance "Duke" Seward and Rhiannon Seward, Psy.D.

Business Plan

- a.) The proposed name of the caboose is Duke's Blues N BBQ. Duke's Blues N BBQ is owned and operated by Dukes Blues N BBQ LLC, an Illinois limited liability corporation managed by Terrance D. Seward and Rhiannon Seward. Duke's Blues N BBQ's history includes participating in the weekly 2016 Farmer's Market, 2017 Dundee Depot Market, Dickens in Dundee Parade, Autumn Drive, Heritage Festival, McHenry Blues Brews and BBQ Festival, Cornfest, Memphis in May, Wine Down Wednesdays, Thirsty Thursdays, St. Patrick's Day celebration, pop-ups at local breweries and several years dedicated to catering. Furthermore, Dukes Blues N BBQ strives to help the community through local and nationwide charity events including Autism Speaks, St. Jude, Shop with a Cop, Inspiration, Food for Greater Elgin, and our upcoming Holiday Dinner for the community on December 23rd. Dukes Blues N BBQ's concept is built upon the success stories of Dundee's many casual dining and restaurant venues.

Dukes Blues N BBQ will provide accessible and affordable high quality food to the thousands of residents and hotel visitors located within a 15-mile radius. In time, Dukes Blues N BBQ will establish itself as a "destination" of choice to the many residents of the greater Chicagoland metropolitan area, as well as numerous out-of-town visitors. The establishment will provide a "complete, high-quality" evening experience for those searching for something that is rapidly becoming popular among Dundee diners. Not only will patrons be able to dine on "comfort" food based Southern cuisine and hospitality, they will do so in a facility containing ample patio space for a favorite pastime of Dundee residents. Patrons will also have the option of enjoying desserts and craft beers that pair nicely with our BBQ recipes.

- b.) The owners and operating managers of the Caboose will include both Terrance D. Seward (224.587.2677) and Rhiannon Seward (847.361.6239). In terms of the staffing schedule, the Caboose will always be operated by one owner/manager and one employee.
- c.) The proposed menu includes the following:

Main Dishes:

- | | |
|--|--------|
| a. Pulled Pork Sandwiches with a side of coleslaw | \$8 |
| b. Pulled Beef Sandwiches with a side of coleslaw | \$8 |
| c. Pulled Chicken Sandwiches with a side of coleslaw | \$8 |
| d. ½ slab of Ribs with a side of coleslaw | \$12 |
| e. Full Slab of Ribs | \$23 |
| f. Mississippi Smoke Sausage | \$4 |
| g. Rib Tips with a side of coleslaw | \$8.75 |
| h. <i>Brisket Tacos</i> (Weekends Only) | \$8 |
| i. <i>Burnt Ends</i> (Weekends Only) | \$8.50 |

Premium Sides:

a. Baked Beans	\$3.50
b. Mac n Cheese	\$3.50
c. Fresh Cut French Fries	\$2.00
d. Buttermilk Cornbread	\$1.00
e. Collard Greens with Smoked Turkey	\$4.00

Breakfast Menu

a. Biscuits and Gravy	\$6
b. Breakfast Sandwiches	\$5

d.) We propose that the Caboose will be operated from April 1st through October 31st. It is our understanding that the Village is responsible for the winterization of the Caboose during freezing temperatures, however, we want to propose that Lantz Rakow from D & H Energy Management complete the winterization so that our business can operate the Caboose for the entire 12 months of the year. In terms of hours of operation, we will open the Caboose from Tuesday through Sunday. During weekdays (Tuesday-Friday), we will open from 11am-7pm, on Saturday and Sundays, we will open at 9 am (breakfast foods) to 7pm. In addition, we plan to open the Caboose on Friday/Saturday, from 9pm to midnight.

e.) Proposed rental payments:

Gross Profit is broken down per day, and then calculated for month and year gross sales:

Monday:	Closed
Tuesday:	\$350
Wednesday:	\$350
Thursday:	\$350
Friday:	\$600
Saturday:	\$600
Sunday:	\$350

Total: \$2600 x 10% (Township of Dundee) =	\$260 per week paid to East Dundee
	\$1, 040 per month
	\$12, 480 per year

f.) Our marketing plan includes Duke's Blues N BBQ website (<http://dukes-blues-n-bbq.com/>). Furthermore, marketing will also include social media applications including Facebook, Instagram, and Twitter. Our marketing will also rely on local newspapers. In addition, Dukes Blues N BBQ plans on participating in local festivals (i.e. Founders Day, Rib Festivals) in order to create more exposure for our business and increase marketing by word of mouth.

- g.) Plans for security when the Caboose is not in operation include security cameras on the property to monitor activity. Security alarms on the doors will also trigger the assistance of local police. Furthermore, all equipment (i.e. smoker, grill, etc.) will be locked in a designated area on the property.

Qualifications and Past Experience

- a.) Terrance. D. Seward has been catering BBQ food since 2014 for local businesses and private parties. As owner of the business, he has worked hard to serve his food for East Dundee during the 2016 Farmers Market and 2017 Dundee Depot Market. He has participated as chef and owner during the 2016 monthly activities of Wine Down Wednesdays and Thirsty Thursdays. He also operated his own booth, serving patrons during the Heritage Festival in East Dundee in 2016. During the 2017 season, Dukes Blues n BBQ has served at Heritage Fest, Autumn Drive, Career Night at Carpentersville Middle School, Cornfest, McHenry Blues Brews and BBQ, Civil War Reenactment, Elgin's Heart and Soul on the Fox, Food Truck Festival at Grand Victoria Casino, Elgin Citywide Block Party: National Night Out, Rock the Fox Festival, Ocktoberfest at Crystal Lake Brewery, and created pop-ups at local breweries (i.e. Crystal Lake Brewery, Scorched Earth Brewing, Global Brew Tap House, and Plank Road Tap House).
- b.) Rhiannon C. Seward has 9 years of serving experience in the restaurant industry including Bennigans, Hennessey's in La Jolla, CA., and the Ram Restaurant and Brewery in Schaumburg.

References

- 1.) Kevin Coakley, 815.766.0456
CFO for Parkland Preparatory Academy
- 2.) Jim Holinka, 312.601.9281
Vice President of AmWINS
- 3.) Lantz and Marianne Rakow, 847.515.1760
Owners of D & H Energy Management, LLC

Our mission is simple. We hope to provide a welcoming and casual dining experience for the many Dundeeans and visitors who frequent the city's casual dining spots and entertainment venues. It will be an affordable venture for patrons, one that will encourage them to return on many occasions. The menu will feature hearty fare of the type that is frequently out of the reach of the typical young professional...out of reach because time frequently prevents her/him from

cooking hearty meals like those featured on our menu. Finally, and quite significantly, Duke's Blues N BBQ aspires to continue to grow in their rich family tradition of making good food and sharing with good friends.

Sincerely,

Terrance "Duke" Seward & Rhiannon Seward, Psy.D.

EXHIBIT C

VILLAGE OF EAST DUNDEE, ILLINOIS **INSURANCE REQUIREMENTS**

Concessionaire shall procure and maintain, for the duration of the License, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Concessionaire, his agents, representatives, or employees.

1. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the Village named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

2. MINIMUM LIMITS OF INSURANCE Concessionaire shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Concessionaire shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Concessionaire's work, including activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, leased, or used by the Concessionaire; or automobiles owned, leased, hired, or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
- 2. The Concessionaire's insurance coverage shall be primary as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Concessionaire's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
- 4. The Concessionaire's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Concessionaire shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

5. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. **VERIFICATION OF COVERAGE**

Concessionaire shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

7. **ASSUMPTION OF LIABILITY**

The Concessionaire assumes liability for all injury to or death of any person or persons including employees of the Concessionaire, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this License.

8. **INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Concessionaire hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Concessionaire or its employees, or which may anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, the Concessionaire shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Concessionaire shall, at its own expense, satisfy and discharge the same.

Concessionaire expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Concessionaire, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

9. **ADDITIONAL INSURED ENDORSEMENT**

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the Village, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a Concessionaire it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Concessionaires work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Concessionaire and the Additional Insured.

Resolution No. 01-19

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING A FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

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

- I. The **FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND DUKE'S BLUES AND BBQ** ("Amendment"), in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.
- II. The Village President and Village Clerk shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.
- III. This resolution shall take full force and effect upon its passage and approval as provided by law.

PASSED by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 8th day of January, 2019.

AYES: Trustees Selep, Hall, Mahony and President Miller

NAYS: Trustee Lynam

ABSENT: Trustee Wood

ABSTAIN: Trustee Andresen

APPROVED:


Village President

Attest:

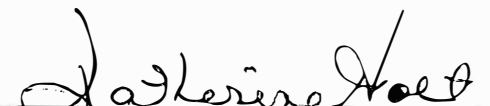

Village Clerk

EXHIBIT A

FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT (CABOOSE CONCESSION STAND, DEPOT PARK)

This **FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND DUKE'S BLUES AND BBQ** ("Amendment"), is made and entered into this 7th day of January, 2019 by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village") and Duke's Blues-N-BBQ LLC, an Illinois limited liability company ("Concessionaire").

RECITALS

WHEREAS, the Village and Concessionaire entered into a "Concession License Agreement" on March 5, 2018 ("Agreement"), which Agreement sets forth the terms and conditions for, among other things, the operation of the Village-owned caboose located at 112 Railroad, East Dundee, Illinois as a concession stand;

WHEREAS, the Concessionaire desires to operate a food truck owned by the Concessionaire during the time period when the caboose has been winterized and is no longer operable; and

WHEREAS, the Village is agreeable to the operation of a food truck owned by the Concessionaire during the time period of the year when the caboose has been winterized and is no longer operable;

NOW THEREFORE, in consideration of the foregoing, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Village and Concessionaire acknowledge and agree as follows:

I. INCORPORATION OF RECITALS

The Recitals above are incorporated as though fully set forth herein.

II. AMENDMENT OF AGREEMENT

The Agreement is hereby amended by amending Section 3.I. to read as follows in its entirety:

The Village, at the determination of the Village Administrator, shall perform winterizing on the Premises such that the Premises will be no longer be operable during certain periods of the year. During this time period when the caboose has been winterized and is no longer operable, the Concessionaire is permitted to operate a food truck owned by the Concessionaire and selling Duke's Blues N' BBQ food products within the Village's parking lot directly adjacent to the Premises subject to the same payment, insurance and other applicable terms required for operation of

the caboose. The placement on the Premises of the food truck and any related vehicle or accessory equipment shall be subject to Village Administrator approval and modification.

III. CONTINUATION OF AGREEMENT

Except as expressly modified herein, all of the terms, covenants and provisions of the Agreement are hereby confirmed and ratified and shall remain unchanged and in full force and effect. The Village and Concessionaire remain liable to perform all their respective obligations under the Agreement, except as expressly modified herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first written above.

VILLAGE:

VILLAGE OF EAST DUNDEE
an Illinois home rule municipal corporation

By: _____

Lael Miller, President

ATTEST:

By: _____

Katherine Holt, Village Clerk

CONCESSIONAIRE:

DUKE'S BLUES-N-BBQ LLC,
an Illinois limited liability company

By: _____

Its Manager

RESOLUTION NUMBER 07-20

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A
SECOND AMENDMENT TO A CONCESSION LICENSE AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

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, it is deemed necessary and desirable for the Village to approve and enter into the "Second Amendment To A Concession License Agreement (Caboose Concession Stand, Depot Park)," attached hereto as **Exhibit A** and made a part hereof ("Agreement");

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: Incorporation. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Approval. The President and Board of Trustees of the Village approve the Agreement and authorize and direct the Village President and Village Clerk to execute and attest to the attached Agreement.

SECTION 3: Severability. If any Section, paragraph or provision of this Resolution 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 Resolution.

SECTION 4: Repeal. All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Publication. This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED this 4th day of May, 2020, pursuant to a roll call vote as follows:


AYES: Trustees Lynam, Selepe, Wood, Mahony and Kunze

NAYES: NONE

ABSTAIN: Trustee Andresen

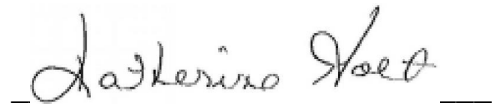
ABSENT: NONE

APPROVED by me this 4th day of May, 2020.



Lael Miller, Village President

ATTEST:



Katherine Holt, Village Clerk

Published in pamphlet form this 5th day of May, 2020, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on May 5, 2020.

EXHIBIT A

**SECOND AMENDMENT TO A CONCESSION LICENSE AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

(attached)

**SECOND AMENDMENT TO A CONCESSION LICENSE AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

This **SECOND AMENDMENT TO A CONCESSION LICENSE AGREEMENT (CABOOSE CONCESSION STAND, DEPOT PARK)** ("Amendment"), is made and entered into this 4th day of May, 2020 by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village"), and Duke's Blues-N-BBQ LLC, an Illinois limited liability company ("Concessionaire").

RECITALS

WHEREAS, the Village and Concessionaire entered into a "Concession License Agreement" on March 5, 2018, as amended by the "Second Amendment To A Concession License Agreement (Caboose Concession Stand, Depot Park)" approved by the Village and the Concessionaire on January 8, 2019 (as amended, the "Agreement"), which Agreement sets forth the terms and conditions for, among other things, the operation of the Village-owned caboose located at 112 Railroad, East Dundee, Illinois as a concession stand; and

WHEREAS, the Village and the Concessionaire desire to extend the term of the Agreement through March 4, 2025;

NOW THEREFORE, in consideration of the foregoing, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Village and Concessionaire acknowledge and agree as follows:

I. INCORPORATION OF RECITALS

The Recitals above are incorporated as though fully set forth herein.

II. AMENDMENT OF AGREEMENT

Amendment One:

Section 2 of the Agreement is amended to read as follows in its entirety:

The term of this License shall be through March 4, 2025. The term of this License shall not be extended except upon the mutual written agreement of the Concessionaire and the Village, either of which may withhold approval of an extension in their sole and absolute discretion.

Amendment Two:

Section 4(A)(1) of the Agreement is amended to read as follows in its entirety:

Five percent (5%) of gross sales per month.

Amendment Three:

Section 4(A)(2) of the Agreement is amended to read as follows in its entirety:

In the event that the Concessionaire and the Village approve an extension of the term of this License, the rent for that subsequent term shall be determined by both the Village and the Concessionaire. In the event that the Village and Concessionaire cannot reach an agreement regarding rent for a subsequent term, this License shall terminate.


III. CONTINUATION OF AGREEMENT

Except as expressly modified herein, all of the terms, covenants and provisions of the Agreement are hereby confirmed and ratified and shall remain unchanged and in full force and effect. The Village and Concessionaire remain liable to perform all their respective obligations under the Agreement, except as expressly modified herein. Approval of this Amendment does not forgive or cure any default by Concessionaire existing prior to the date of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first written above.

VILLAGE:

VILLAGE OF EAST DUNDEE
an Illinois home rule municipal corporation

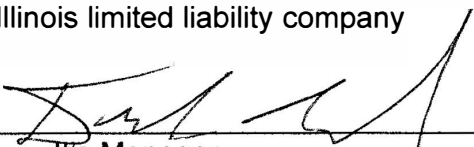
By: 
Lael Miller, President

ATTEST:

By: 
Katherine Holt, Village Clerk

CONCESSIONAIRE:

DUKE'S BLUES-N-BBQ LLC,
an Illinois limited liability company

By: 
It's Manager

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Appointments to the Planning and Zoning Commission
Date: April 4, 2022

Action Requested:

Advice and Consent to Appointments by the Village President to the Police Commission and the Chair of the Planning & Zoning & Historic Commission.

Summary:

Village President Lynam submits for advice and consent the following chairperson designation and regular appointments:

Planning and Zoning and Historic Commission:

Name	Designation
Cameron Brunner (current Commission Member through 4/30/2025)	Chairperson

Police Commission:

Name	Term Expiration
Ryan Gumma (replacing John Theis)	7/18/2025

Memorandum



To: Village President and Board of Trustees

From: Arts Council Members
Brandiss J. Martin, Administrative Services Director

Subject: Recommendations for Crosswalk Art Design and Depot Chair Color

Date: July 18, 2022

Action Requested:

The Arts Council requests approval of recommendations for crosswalk art designs in the public right-of-way and the color selection for the Depot Chair.

Funding Source:

The estimated expense for crosswalk art painting is \$2,500 and will be allocated to 34-01-5940 and the repainting of the Depot Chair is projected to cost \$500 and will be allocated to 01-31-5196.

Summary:

Crosswalk Art

At the Arts Council meeting on July 6, 2022, the Council has unanimously approved three design concepts for the creation of temporary (lasting one – two years) crosswalk art at various locations, including but not limited to, the intersection of River Street and Barrington Road. Staff developed guidelines to help establish criteria for artistic crosswalks, art themed designs that promote neighborhood identity, and selection of locations. The purpose of the guidelines helped to serve as a policy document that assist the Council in determining appropriate locations for marked crosswalks on Village streets. The guidelines also provided a framework for the selection of artists and art for each of the selected crosswalks.

Summarization of Guidelines:

The temporary crosswalk art will be used to brighten and represent the identity and spirit of East Dundee. The art will be designed and painted by members of the Arts Council (and volunteers) to bring people together and add life and fun to the Village streets. While the intention of this project is to promote and strengthen community identity and creativity, there are important areas of consideration:

1. Crosswalk art should not be promoted as traffic calming measures or safety upgrades that bring greater awareness to pedestrian or other users of travel within the Village roadway.
2. Crosswalk art must be placed at a location that has a posted speed limit not to exceed 30 mph and has a maximum of two through lanes and has a stop sign or traffic signal.
3. Crosswalk art must comply with the most-current Illinois Manual on Uniform Traffic Control Devices standard for crosswalks and must not impair the visibility of the crosswalk lines and must not be reflective.

4. The design of the art must be solely for aesthetic purposes. It must not convey any political, religious, commercial, or other messages. It must not contain any logos, text, advertising, offensive symbols, 3-D graphics, or geometric shapes that could be confused with a standard traffic-control device or legend. Art should not contain white, yellow, or red in a way which could be confused as traffic control devices.
5. Materials must be inspected by the Public Works Department and engineering consultant to ensure the materials are thermoplastic and street-grade. Crosswalk art must incorporate non-reflective street-grade or thermoplastic paint which provide a non-slip surface for pedestrians, cyclists, and other assistive mobility devices (such as wheelchairs).

Arts Council Design(s) and Location(s):

The Arts Council have identified three designs (see attached) as well as three locations for application. The locations, in order, are as follows:

1. Fox River Trail and Barrington
2. River and Jackson
3. Hill and River

Alternatively, the Arts Council has considered applying the designs on pavers in the Depot area. The designs may be applied to any of the chosen locations. Colors for the art design may change based on the availability of colors. However, the Arts Council will ensure that the colors are in accordance with the previously stated guidelines and that the art designs are amended to match the length and width of chosen locations.

Final Items for Consideration:

The Public Works department is working to find the proper materials to use for this endeavor. The paint will need at least three days to cure. As such, the Council is considering completing the work at a time where the roads will already be closed due to community event or another significant event.

Depot Chair Color

At the same meeting on July 6, 2022, the Arts Council agreed to recommend repainting the Depot Chair light teal/blue with a clear gloss like coating for easy cleaning (see color sample attached). The teal/blue color is intended to coordinate with the East Dundee pole banners in the community. Three weeks post painting, the Village's logo, in black, will be applied to the chair.

Attachments:

1. Crosswalk art location and designs
2. Depot chair color

Crosswalk Art Locations

Barrington & Fox River Trail (near Meier)



Jackson & River



Hill & River



Alternative Location

Place artwork on the areas circled in red

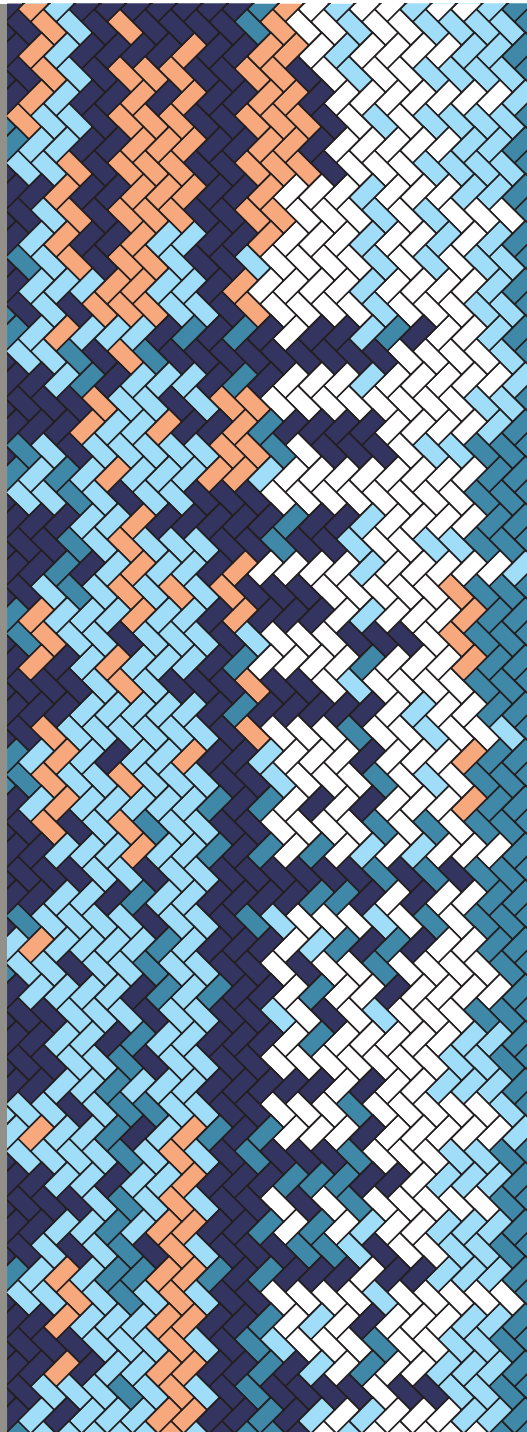




**CROSSWALK
CONCEPT A**



**CROSSWALK
CONCEPT B**



**CROSSWALK
CONCEPT C**

INSPIRED BY



Depot Chair Color with Paint Sample



Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Management Analyst
Subject: Amendment to Section 151.006 of the Village Code Regarding Fence Variations
Date: July 18, 2022

Action Requested:

Staff recommends Village Board approval of an ordinance amending Section 151.006 of the Village Code to include a section allowing the Planning and Zoning & Historic Commission to have jurisdiction to hold public hearings and make recommendations to the Village Board regarding fence variations.

Summary:

From time-to-time the village receives a variance request application to Section 151.006, fences. Currently the Planning and Zoning & Historic Commission (PZHC) does not have jurisdiction to hold public hearings or to make recommendations to the Village Board regarding this section. As the existing code reads, all variations to this section would be conducted by the Village Board. By adding the below language, the Village Board will allow the PZHC to hold public hearings and review fence variation applications regarding Section 151.006, and grant the PZHC the jurisdiction to make recommendations to the Village Board.

Section 151.006 of the Village Code is amended as follows, with new text underlined:

(C) The Zoning Board of Appeals shall have the jurisdiction to hold public hearings and offer recommendations to the Village Board of Trustees concerning variations of this Section pursuant to its powers granted by, and in accordance with the procedures in, Chapter 157 of this Code. The Village Board of Trustees may grant variations from this Section after a public hearing is held by the Zoning Board of Appeals and upon receipt of a recommendation from the Zoning Board of Appeals.

Attachment(s):

- Ordinance

ORDINANCE NUMBER 22-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS,
AMENDING SECTION 151.006, FENCES, TO INCLUDE A SECTION TO ALLOW THE PLANNING
AND ZONING & HISTORIC COMMISSION JURISDICTION TO HOLD PUBLIC HEARINGS AND
MAKE RECOMMENDATIONS TO THE VILLAGE BOARD**

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

WHEREAS, pursuant to Section 151.006 of the East Dundee Building Code the Planning and Zoning & Historic Commission does not have jurisdiction to hold public hearings and make recommendations to the Village Board of Trustees; and

WHEREAS, the Village Board of Trustees desires to amend the fence ordinance to allow the Planning and Zoning & Historic Commission the jurisdiction to hold public hearings and make recommendations to the Village Board of this Section; 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: Village Code Amendment. That Section 151.006, Fences, of the Code of the Village of East Dundee, is hereby amended by amending and adding the following new underlined text:

Section 151.006 of the Village Code is amended as follows, with new text underlined:

(C) The Zoning Board of Appeals shall have the jurisdiction to hold public hearings and offer recommendations to the Village Board of Trustees concerning variations of this Section pursuant to its powers granted by, and in accordance with the procedures in, Chapter 157 of this Code. The Village Board of Trustees may grant variations from this Section after a public hearing is held by the Zoning Board of Appeals and upon receipt of a recommendation from the Zoning Board of Appeals.

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 July, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of July, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 18th day of July 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on July ____, 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: July __, 2022

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
James Kruger, Chief of Police

Subject: Whistleblower Act Adoption

Date: July 18, 2022

Action Requested:

Discussion and consideration of an ordinance adopting and establishing Section 31.03, Whistleblower and Anti-Retaliation Act and Policy, of the Village of East Dundee municipal code, officers and employees chapter.

Funding Source:

N/A

Summary:

The Illinois General Assembly passed Public Act 101-652 that went into effect July 1, 2021. The Whistleblower and Anti-Retaliation Act required municipal government to enact a policy for the protection of public employees who report potential wrongdoing by their employer or a fellow employee. It also required municipalities to designate an Auditing Official with specific duties, otherwise the States Attorney of the county that the community is located becomes the Auditing Official. The Act also designated the States Attorney as the Auditing Official if the subject of the complaint is the designated Auditing Official.

The attached policy and ordinance have been reviewed by the Village attorneys and meet the requirements of PA 101-652.

Attachments:

- Proposed Ordinance
- Proposed Policy

ORDINANCE No. 22 -

**AN ORDINANCE ADOPTING AND ESTABLISHING SECTION 31.03,
WHISTLEBLOWER AND ANTI-RETALIATION ACT AND POLICY, OF THE VILLAGE
OF EAST DUNDEE MUNICIPAL CODE OFFICERS AND EMPLOYEES CHAPTER**

WHEREAS the Village of East Dundee is an Illinois municipal corporation operating and organized under the Illinois Municipal Code;

WHEREAS the Illinois General Assembly enacted Public Act 101-652 (codified at 50 ILCS 105/4.1) that requires units of local government to adopt a whistleblower and anti-retaliation policy to provide procedures for reporting improper governmental actions, as defined by that Act; and

WHEREAS the Corporate Authorities of the Village desire to adopt the Whistleblower Reporting and Anti-Retaliation Act set forth in Exhibit A attached to this Ordinance and to amend the Village's Personnel Manual accordingly.

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

SECTION 1. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

SECTION 2. The Corporate Authorities of the Village of East Dundee, Kane and Cook Counties, Illinois hereby adopt the Whistleblower Reporting and Anti-Retaliation Policy and Procedures attached as Exhibit A and appoints the Village Administrator as the Auditing Official for the Village. The Village's Personnel Manual shall be amended to add this policy.

SECTION 3. This Ordinance shall take effect upon its passage and approval and publication in pamphlet form as provided by law.

ADOPTED this 18th day of July, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 18th day of July, 2022

Jeffery Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 18th day of July, 2022, under the authority of the Village President and Board of Trustees.

Recorder in the Village records on July ____, 2022.

POLICY

Exhibit A

WHISTLEBLOWER REPORTING AND ANTI-RETALIATION POLICY AND PROCEDURES

CHAPTER 31, SECTION 03

It is the policy of the Village of East Dundee to act in accordance with Illinois Public Act 101-652 generally, and specifically Section 4.1 of the Public Officers Prohibited Activities Act, 50 ILCS 105/4.1.

It is the policy of the Village of East Dundee to prohibit any official from retaliating against any employee who:

- (a) reports an improper governmental action,
- (b) cooperates in the investigation related to a report of an improper governmental action, or
- (c) testifies in a proceeding or prosecution of an improper governmental action. An improper governmental action is defined as follows.

"Improper governmental action" includes any action by a Village of East Dundee employee, an appointed member of a board, commission, or committee, or an elected official of the Village of East Dundee that is undertaken in violation of federal, State, or Village of East Dundee ordinance, law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds.

"Improper governmental action" does not include Village of East Dundee personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent the actions amounts to retaliation. Retaliation, in this context means retaliatory action that results from an employee's protected activity of reporting improper governmental action, cooperating in the investigation, proceeding or prosecution of a reported improper governmental action.

Copies of this Policy and Procedure, along with a copy of Section 4.1 of the Public Officers Prohibited Activities Act will be given to every employee upon hiring. Additionally, these same documents will be furnished or made available to all employees on an annual basis.

Designation of Auditing Official

Village of East Dundee designates the Village Administrator to serve as the Auditing Official of the Village of East Dundee, with the duties and responsibilities set forth in 50 ILCS 105/4.1.

Procedures for Reporting and Investigating Reports of Improper Governmental Action

A. Reporting an "Improper Governmental Action" or Retaliation.

1. If an employee believes that he/she has witnessed an improper governmental action, as defined in the Policy above, the employee must submit a written report of the improper governmental action to the Auditing Official.

2. If an employee believes that he/she has been retaliated against for reporting improper governmental action, or cooperating in the investigation, or procedure involving an improper governmental action, the employee must report such alleged retaliation to the Auditing Official in writing within sixty (60) days of the retaliatory action taking place.

3. The Auditing Official may transfer the complaint to another auditing official, including the Kane County State's Attorney, if he/she determines that it is appropriate.

4. If the Auditing Official is also the subject of the complaint, the Complainant may file the complaint with any State's Attorney.

B. Investigation of Complaint.

1. Identity of the Complainant

a. The Auditing Official will keep the identity of the Complainant confidential to the extent allowed by law.

b. The Complainant may waive confidentiality in writing.

2. The Auditing Official shall investigate the complaint promptly and thoroughly and conclude whether or not the evidence gathered through such investigation warrants a finding that either an improper governmental action, or retaliation for filing such a complaint or cooperating with such investigation occurred or did not occur.

3. The investigation by the Auditing Official may include:

a. Interviews of the Complainant and witnesses;

b. Interviews of governmental officials who may have knowledge about the complaint or may be the subject of the complaint;

- c. Inspection of documentation (in written, printed, or electronic format) relevant to the complaint;
- d. Taking any other appropriate measures to ensure that the complaint has been thoroughly investigated.
- e. Making a determination whether the complaint has merit or whether the complaint does not have merit.

C. Determination and Remedial Action If Necessary.

1. If the Auditing Official determines that the complaint has no merit, he/she can dismiss the complaint.
2. If the Auditing Official determines that the complaint has merit, he/she may take remedial action on behalf of the Complainant, including reinstatement, reimbursement for lost wages or expenses, promotion, or other remedial action that the Auditing Official deems appropriate. The Auditing Official may also make his/her investigation findings available to the Complainant's attorney if the Auditing Official finds that restitution is not sufficient.
3. Any person who engages in prohibited retaliation under Section 4.1 of the Public Officers Prohibited Activities Act may also be subject to fines, appropriate employment action, civil or criminal prosecution, or any combination of these actions as prescribed in that section.

STATUTE

(50 ILCS 105/4.1)

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section;

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken

place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's

health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

(Source: P.A. 101-652, eff. 7-1-21.)

Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Management Analyst
Subject: Motion to Submit Application for Text Amendments to the Zoning Ordinance Regarding Section 157.223 and to add Village Administrator as an Authorized Applicant for Text Amendments
Date: July 18, 2022

Action Requested:

Discussion and motion to submit an application to the Planning and Zoning & Historic Commission for text amendments to Section 157.223 in the zoning ordinance and to add Village Administrator as an authorized applicant for text amendments.

Funding Source:

N/A

Summary:

In order for the PZHC to hold a public hearing on the below amendments, Section 157.223(A) states that an applicant is needed to propose/apply for text amendments. Staff asks the village board to make a motion for the PZHC to hold a public hearing.

At times, without an application or proposal from an outside party, staff may internally request the Planning and Zoning & Historic Commission (PZHC) to review text amendments in the zoning ordinance at their regular meetings. For this to occur, the Village Board must make a motion at its regular meeting to direct staff to do so. By doing so, the Village Board is acting as the applicant to the text amendment process. By adding the Village Administrator as an authorized official, staff can request the PZHC to review a text amendment proposal(s) without requiring the Village Board to direct staff to do so, in turn, eliminating a step in the process.

This proposal/application for the PZHC to hold a public hearing acts as a method to streamline the text amendment review process, and creates internal efficiencies. The Village Board would still, as always, have the final say on text amendments, as after they proceed through PZHC, they will come to the board for approval or denial (with a recommendation from PZHC).

Section 157.223 of the Village Ordinance is amended as follows, with old text struck-through and new text underlined and in red font:

- (A) Amendments may be proposed by the President and Board of Trustees, the Plan Commission, Zoning Board of Appeals, Village Administrator, any property owner or interested person or organization and shall be referred to as the applicant.
- (B) (1) ~~An application~~ The applicant shall provide a proposal for an amendment ~~shall be filed with the Village. Clerk on a form prescribed by the President and Board of Trustees.~~ The ~~application~~ proposal shall be accompanied by such plans or data, or both, as specified by the Plan Commission and shall include a statement, in writing, by the applicant and adequate evidence showing that the proposed amendment will conform to the standards set forth herein for amendments. ~~Copies of the application shall be forwarded by the Village Clerk to the Plan Commission with the request to hold a public hearing.~~
- (2) ~~The applicant~~ The Village at the applicant's expense shall give notices of the public hearing as follows:
- (a) To the persons to whom the current real estate tax bills are sent, if any, as shown on the record of the local real estate tax assessor of all lots lying within 250 feet of the property line of the lot for which the amendment is sought.
- (b) All notices shall be in writing and shall give the time, place and purpose of the hearing and shall be mailed not more than 30 days, nor less than 15 days, in advance of the hearing. The notice shall be sent by ~~certified~~ mail, properly addressed as shown on the Tax Assessor's rolls and with sufficient postage affixed thereon with return receipt requested. The applicant shall file a sworn affidavit with copies of the notices with the Village Clerk showing the names and addresses of all notices the applicant has sent. The affidavit shall be conclusive presumption of giving of the notices.
- (3) The Village at the applicant's expense ~~applicant at its own expense~~ shall cause a notice of time, place and propose of the hearing to be published in a newspaper of general circulation within the village not more than 30 days, nor less than 15 days, in advance of the hearing.
- (4) The Village at the applicant's expense ~~applicant~~ shall post and maintain on forms no smaller than 11 inches by 17 inches on a white background for a period of not less than ten days prior to the hearing the notice thereof as furnished by the Village Clerk. The notice showing the time, place and purpose of the hearing shall be posted ~~an~~ on the property for which the amendment is sought as follows:
- (a) On an unimproved lot: not more than 15 feet from the front lot line and not ~~less~~ less than four feet above and not ~~more~~ more than six feet above the ground and placed in a manner as to be unobscured from the street.
- (b) On an improved lot: on the front entrance door of the improvement thereon or placed in a similar manner as for an unimproved lot.
- (5) Supplemental or additional notices may be distributed, published or posted as the Plan Commission may, by rule, prescribe from time to time.
- (C) Upon receipt ~~in proper form~~ of the application, or proposal, and statement referred to above, the Plan Commission shall hold at least one public hearing on the proposed amendment. However, the Plan Commission may continue from time to time the hearing without further notices being published.
- (D) Within 45 days after the close of the hearings on a proposed text or zoning amendment, the Planning and Zoning Commission shall make written findings of fact, when required, and shall submit same, together with its recommendations to

the President and Board of Trustees. When the purpose and effect of the proposed amendment is to change the zoning classification of particular property, the Planning and Zoning Commission shall make findings based upon the evidence presented to it in each specific case with respect to the following matters:

- (1) Existing uses of property within the general area of the property in question;
- (2) The zoning classification of property within the general area of the property in question;
- (3) The suitability of the property in question to the uses permitted under the existing zoning classification; and
- (4) The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification.

(E) (1) *Action by Plan Commission.*

(a) The Plan Commission shall not recommend the adoption of a proposed amendment until after it finds that the adoption of the amendment is in the public interest and is not solely for the interest of the applicant. The Plan Commission may recommend the adoption of an amendment changing the zoning classification of the property in question to any other zoning classification

(b) A concurring vote of a majority of those members present at the meeting with a minimum of four concurring votes shall be required to recommend granting or denying an application for an amendment.

(c) Report to the Village Board shall contain number present and names of those voting for or against the motion.

(2) *Action by the President and Board of Trustees.*

(a) The President and Board of Trustees, upon receiving the recommendations of the Plan Commission, may grant or deny any proposed amendment in accordance with applicable Illinois Statutes or may refer it back to the Plan Commission for further consideration.

(b) If an application for a proposed amendment is not acted upon finally by the President and Board of Trustees within six months of the date upon which the application is received by the President and Board of Trustees, it shall be deemed to have been denied.

Attachment(s):

None

Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Management Analyst
Subject: Motion to Submit Application for Text Amendments to the Zoning Ordinance Regarding Sections 157.003 and 157.050
Date: July 18, 2022

Action Requested:

Discussion and motion to submit an application to the Planning and Zoning & Historic Commission for text amendments to Section 157.003 and Section 157.050(F)(1)(f)(1) in the zoning ordinance.

Funding Source:

N/A

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 PZHC needs to amend the zoning code to allow such use in the B-1 Business District. Staff has attached a copy of their proposal.

However, in order for the PZHC to hold a public hearing on the below amendments, Section 157.223(A) states that an applicant is needed to propose/apply for text amendments. This memo serves as a background to the reason needed for such text amendment below, and staff asks the village board to make a motion for the PZHC to hold a public hearing.

Section 157.003 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) of the Zoning Ordinance is amended as follows with new text in red:

<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
PERMANENT COSMETICS, MICROBLADING, MICROPIGMENTATION AND SIMILAR CARE SERVICES	P	P	P		
TATTOOING	S	S	S		

Attachment(s):

- Willow & Birch Wellness Boutique proposal



WILLOW & BIRCH

WELLNESS BOUTIQUE

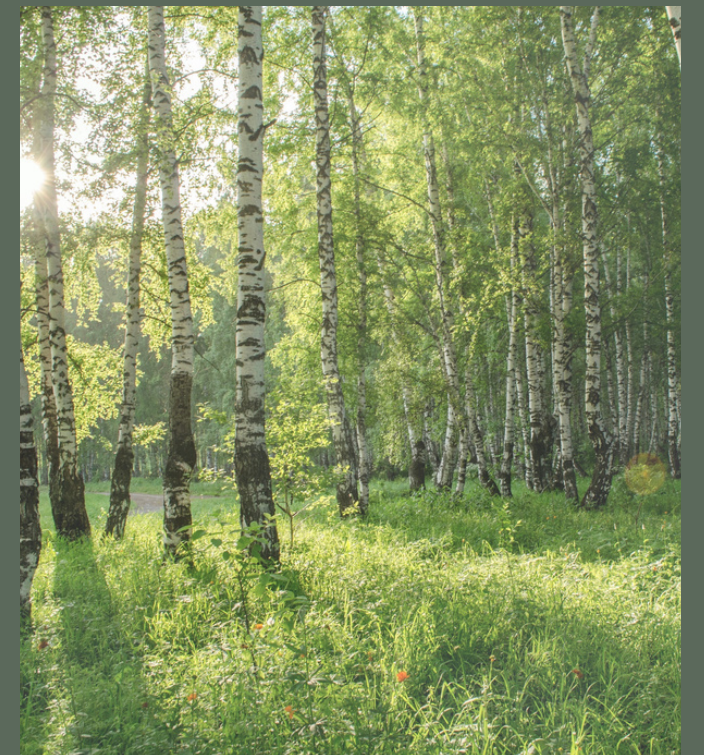
Business Proposal

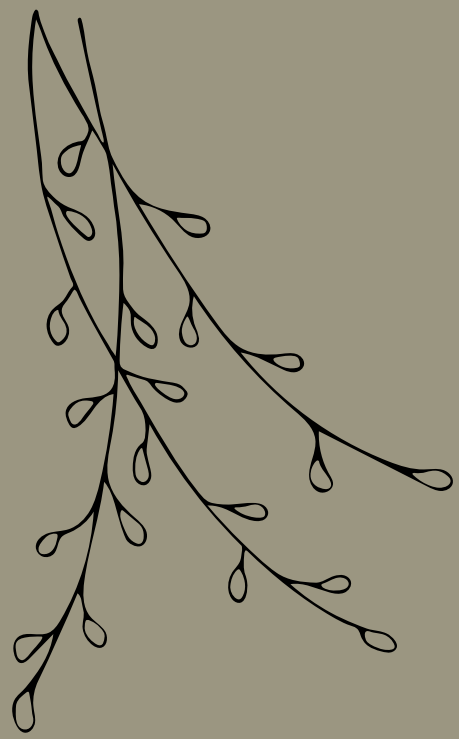
willowandbirchink.com



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.





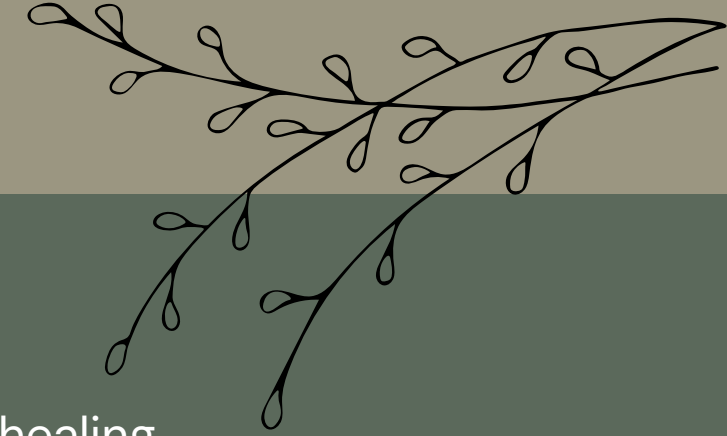
WILLOW & BIRCH

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.

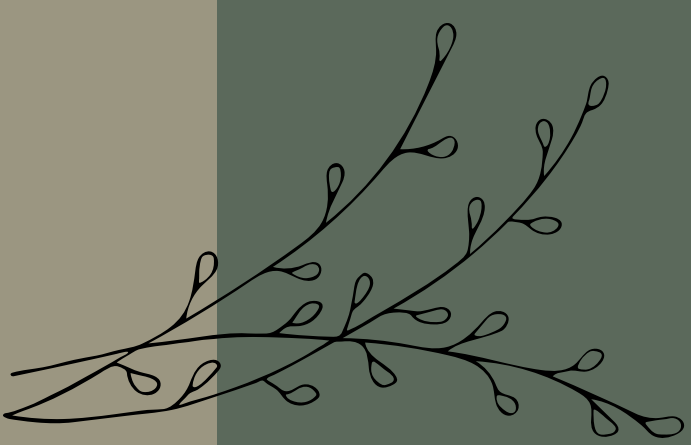
Growing up in the Santa Cruz mountains of California, I experienced firsthand how therapeutic surrounding yourself in nature can be. I believe wholeheartedly that incorporating parts of nature in your everyday life, even just little things, can bring a sense of tranquility to your mindset.

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





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

Thank You



Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Management Analyst
Subject: Motion to Submit Application for Text Amendments to the Zoning Ordinance Regarding Special Uses
Date: July 18, 2022

Action Requested:

Discussion and motion to submit an application to the Planning and Zoning & Historic Commission for text amendments to Section 157.086 in the zoning ordinance regarding special uses.

Funding Source:

N/A

Summary:

At times the village board may grant a special use for a certain property(s) following a public hearing and recommendation from the Planning and Zoning & Historic Commission (PZHC). Staff, with consultation of the village attorney, has determined that the below text amendments to Section 157.086, Special Use, of the zoning ordinance would serve as uniform code language for future special uses rather than making a conditions section on individual special uses.

However, in order for the PZHC to hold a public hearing on the below amendments, Section 157.223(A) states that an applicant is needed to propose/apply for text amendments. This memo serves as a background to the reason needed for such text amendment below, and staff asks the village board to make a motion for the PZHC to hold a public hearing.

Section 157.086 of the Zoning Ordinance is amended as follows, with new text underlined:

- (A) To provide for the location of certain uses hereinafter specified which are deemed desirable for the public welfare within a given district or districts, but which might have an adverse effect upon nearby properties or upon the character and future development of the district in which they are located, a classification of special uses is hereby established. Procedures for special uses are set forth in § 157.224.
- (B) (1) Where a use exists on the effective date of this chapter and it is classified as a special use hereby, it shall be considered to be a lawful special use.

(2) Additions or alterations to existing buildings or land improvements for expansion of lawful special uses may be made within the area of the lot included in the ownership existing at the time of adoption of this chapter, and they shall be subject to yard, floor area ratio and building height requirements set forth in this chapter for permitted uses in the districts in which they are located.

(C) A special use granted by the Village after July 18, 2022 (i) shall not run with title to the property and (ii) shall not be transferrable. Special uses granted by the Village before July 18, 2022 (i) shall only run with title to the property if the ordinance granting the special use provides that the special use runs with title to the property, and (ii) shall only be transferrable if the ordinance granting the special use provides that the special use is transferrable.

(D) A special use shall expire at the earlier of (i) the sale of the property, unless the ordinance granting the special use provides that the special use runs with title to the property, (ii) operation of the special use by a different person, unless the ordinance granting the special use provides that the special use is transferrable, or (iii) after commencement of the special use, discontinuance of the special use for a period of six consecutive months, regardless of any reservation of an intent not to resume such special use. Upon expiration, a special use shall not be reestablished or resumed unless the Village President and Board of Trustees, in its discretion, grants a new special use pursuant to, and in accordance with, Section 157.224.

Attachment(s):

None

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACTIVE EXCAVATING AND WRECKING, INC.					
11644	WATER MAIN LEAK REPAIR	06/14/2022	1,925.00		60-33-5140
Total ACTIVE EXCAVATING AND WRECKING, INC.:			1,925.00		
AFLAC					
973627	AFLAC	06/26/2022	622.58		27-01-2215
Total AFLAC:			622.58		
AMALGAMATED BANK OF CHICAGO					
060122	ADMIN FEES TRUST	06/01/2022	475.00		39-01-5810
Total AMALGAMATED BANK OF CHICAGO:			475.00		
AMERICAN LEGAL PUBLISHING CORPORATION					
17796	CODE UP-DATE	06/23/2022	20.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			20.00		
AT&T					
061322	ATT VILLAGE	06/13/2022	246.04		01-12-5320
061322	SEWER AT&T	06/13/2022	508.00		60-33-5320
Total AT&T:			754.04		
BEVERLY MATERIALS INC.					
278395	WATERMAIN - IL 25, STONE	06/18/2022	72.35		60-33-5140
Total BEVERLY MATERIALS INC.:			72.35		
BLUE CROSS BLUE SHIELD					
061622	BCBS ADMIN	06/16/2022	4,637.08		01-12-5060
061622	BCBS FIN	06/16/2022	648.93		01-14-5060
061622	BCBS PD	06/16/2022	20,340.99		01-21-5060
061622	BCBS BLDG	06/16/2022	1,760.21		01-25-5060
061622	BCBS PW	06/16/2022	5,419.40		01-31-5060
061622	BCBS EMP CONTRIB	06/16/2022	4,441.80		27-01-2207
061622	COBRA CONT	06/16/2022	1,946.78		27-01-2210
061622	BCBS RETIREES	06/16/2022	7,241.18		27-01-2210
061622	BCBS WTR/SWR	06/16/2022	6,954.47		60-33-5060
Total BLUE CROSS BLUE SHIELD:			53,390.84		
CAPITAL ONE					
1642545633	MAP FRAMES FOR BR/TR	06/07/2022	85.94		01-12-5110
1642545633	EVENTS	06/07/2022	14.07		01-37-5630
1642545633	WATER	06/07/2022	4.68		01-37-5630
1642545633	TT BEVERAGES	06/07/2022	40.06		01-37-5631
Total CAPITAL ONE:			144.75		
CENTURY SPRINGS					
2854461	EDPD WATER	03/18/2022	62.33		01-21-5630
2910089	DEPOT WATER	06/23/2022	20.85		01-37-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total CENTURY SPRINGS:			83.18		
CHADWICK CONTRACTING COMPANY					
061722-2	BIKE STATION PAD @ DEPOT	06/17/2022	2,460.00		01-31-5196
061722	CONCRETE CROSSWALK	06/17/2022	5,640.00		15-01-5950
061722-1	SIDEWALK REMOVAL & REPL	06/17/2022	1,225.00		15-01-5950
061722-3	BACK POUR CURB/GUTTER	06/17/2022	720.00		15-01-5950
061722-4	CURB AND GUTTER REMOV &	06/17/2022	1,440.00		15-01-5950
Total CHADWICK CONTRACTING COMPANY:			11,485.00		
CINTAS FIRST AID & SAFETY					
4123243628	MATS - VH	06/22/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			28.02		
CIVICSERV LLC					
1014	TIFIQ KICK OFF	05/20/2022	6,000.00		47-01-5230
Total CIVICSERV LLC:			6,000.00		
COM ED					
061322	COM ED VH	06/13/2022	32.54		01-31-5510
061322	COM ED STREETS	06/13/2022	57.00		28-01-5510
Total COM ED:			89.54		
CREATIVE PROMOTIONAL APPAREL					
18043	LOGOS ON VESTS	06/16/2022	61.25		01-31-5630
Total CREATIVE PROMOTIONAL APPAREL:			61.25		
CSR ROOFING CONTRACTORS INC					
7693	ROOF REPLACEMENT VILLAGE	06/15/2022	12,846.00		32-15-5948
Total CSR ROOFING CONTRACTORS INC:			12,846.00		
CURRENT TECHNOLOGIES					
12532	READERS	06/28/2022	14,690.52		32-21-5942
12533	NEW CAMERAS	06/28/2022	25,705.15		32-21-5942
Total CURRENT TECHNOLOGIES:			40,395.67		
DIXON ENGINEERING, INC.					
22-0561	TOWER PAINT ENG SERVICES	06/13/2022	5,850.00		60-33-5965
Total DIXON ENGINEERING, INC.:			5,850.00		
DOMAIN LISTINGS					
242-1848 - 1	WEBSITE DOMAIN - ANNUAL FE	06/06/2022	288.00		01-12-5615
Total DOMAIN LISTINGS:			288.00		
DOWN TO EARTH LANDSCAPING					
84282	MULCH	05/02/2022	230.00		01-31-5110
84540	MULCH	05/06/2022	184.00		01-31-5110

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DOWN TO EARTH LANDSCAPING:			414.00		
DUKES BLUES-N- BBQ LLC					
062222	DUKES FEST 2022 DEP REFUN	06/22/2022	100.00		01-01-2030
Total DUKES BLUES-N- BBQ LLC:			100.00		
DUNDEE MARATHON					
5298071	TT ICS	05/26/2022	5.53		01-37-5631
Total DUNDEE MARATHON:			5.53		
DUNDEE NAPA AUTO PARTS					
416001	TRUCK 23 BATTERIES	06/20/2022	226.38		01-31-5120
416001	TRUCK 23 BATTERIES DEP	06/20/2022	36.00		01-31-5120
416434	TRUCK 36 BATTERY DEF REFU	06/23/2022	36.00-		01-31-5120
Total DUNDEE NAPA AUTO PARTS:			226.38		
EAST DUNDEE FIRE					
1581	SANTA SPRING'S WATER PARK	06/20/2022	315.00		01-01-1112
Total EAST DUNDEE FIRE:			315.00		
ELGIN KEY & LOCK CO. INC.					
220991	POLICE KEYS	06/16/2022	70.00		01-21-5121
220991	PW KEY	06/16/2022	10.25		01-31-5110
Total ELGIN KEY & LOCK CO. INC.:			80.25		
FLOOD BROTHERS					
6170752	DISPOSAL OF MATERIALS	06/07/2022	415.00		01-31-5570
Total FLOOD BROTHERS:			415.00		
FRONTLINE PUBLIC SAFETY SOLUTIONS					
FL83418-2	FRONTLINE SOFTWARE ANNU	06/16/2022	1,600.00		01-21-5286
Total FRONTLINE PUBLIC SAFETY SOLUTIONS:			1,600.00		
HELPING HAND IT					
22-40488	IT SERVICES	06/16/2022	280.00		01-12-5286
Total HELPING HAND IT:			280.00		
HOME DEPOT					
061322	PD BLINDS	06/13/2022	41.76		01-21-5121
061322	DEPOT BATHROOM WALL	06/13/2022	72.34		01-31-5196
061322	STORAGE BINS	06/13/2022	101.36		01-37-5631
061322	VILLAGE HALL REMODEL	06/13/2022	14.75		32-15-5948
061322	VILLAGE HALL REMODEL	06/13/2022	13.04		32-15-5948
Total HOME DEPOT:			243.25		
HUB INTERNATIONAL MIDWEST LTD					
2759463	NOTARY BOND DD	06/13/2022	20.00		01-21-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HUB INTERNATIONAL MIDWEST LTD:			20.00		
ILLINOIS E.P.A. BUREAU OF WATER COMPLIAN					
062422 - 3	MS4 PERMIT	06/24/2022	1,000.00		01-31-5591
062422	SLUDGE PERMIT	06/24/2022	2,500.00		60-33-5531
062422	TREATMENT PLANT PERMIT	06/24/2022	15,000.00		60-33-5531
062422 - 1	PERMIT INDUSTRIAL STORMW	06/24/2022	500.00		60-33-5531
Total ILLINOIS E.P.A. BUREAU OF WATER COMPLIAN:			19,000.00		
ILLINOIS PUBLIC RISK FUND					
72522	W/C ADMIN	06/14/2022	604.28		01-12-5520
72522	W/C FIN	06/14/2022	202.76		01-14-5520
72522	W/C PD	06/14/2022	2,534.50		01-21-5520
72522	W/C BLDG	06/14/2022	253.45		01-25-5520
72522	W/C W/S	06/14/2022	506.90		01-31-5520
72522	W/C PW	06/14/2022	963.11		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			5,065.00		
J.G. UNIFORMS, INC					
100533	UNIFORM BM	06/10/2022	173.95		01-21-5080
100689	UNIFORM KL	06/15/2022	165.49		01-21-5080
100859	UNIFORM JR	06/20/2022	880.00		01-21-5080
100860	UNIFORM JC	06/20/2022	880.00		01-21-5080
100880	UNIFORM SS	06/20/2022	45.00		01-21-5080
100881	UNIFORM DD	06/20/2022	75.00		01-21-5080
100882	UNIFORM JK	06/20/2022	283.40		01-21-5080
Total J.G. UNIFORMS, INC:			2,502.84		
KLEIN, THORPE AND JENKINS, LTD					
061122	PROF SERV GEN	06/11/2022	7,677.72		01-12-5230
061122	POLICE LEGAL SERV	06/11/2022	572.00		01-21-5230
061122	PW LEGAL SERV	06/11/2022	235.76		01-31-5230
061122	PRAIRIE LAKES TIF	06/11/2022	66.00		35-01-5230
061122	DUNDEE CROSSING	06/11/2022	352.00		38-01-5230
061122	TIF #3 DOWNTOWN	06/11/2022	66.00		39-01-5230
061122	RTE 68 TIF	06/11/2022	66.00		42-01-5230
061122	TIF #6 - RTE 25 S	06/11/2022	66.00		46-01-5230
061122	COOK COUNTY TIF	06/11/2022	242.00		47-01-5230
061122	PENNY AVE TIF	06/11/2022	66.00		56-01-5230
061122	RTE 72 TIF	06/11/2022	220.00		57-01-5230
061122	UTILITY BILLING ORD REVISIO	06/11/2022	627.00		60-33-5230
061122	516 E MAIN	06/11/2022	198.00		85-01-2027
061122	SPEEDWAY	06/11/2022	66.00		85-01-2381
061122	ALTORPHER/CAT	06/11/2022	88.00		85-01-2394
061122	590 HEALY RD	06/11/2022	110.00		85-01-2395
Total KLEIN, THORPE AND JENKINS, LTD:			10,718.48		
LANDSHAPERS, INC.					
22-471	PAVER INSTALLATIO	06/23/2022	1,701.00		15-01-5950
Total LANDSHAPERS, INC.:			1,701.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
LAW ENFORCEMENT SYSTEMS					
012422	ENVELOPES	01/24/2022	200.00		01-21-5630
Total LAW ENFORCEMENT SYSTEMS:			200.00		
LEECH & DENOMA APPRAISAL SERVICE					
z623.21	112 RAILROAD STREET	06/25/2022	900.00		34-01-5230
Total LEECH & DENOMA APPRAISAL SERVICE:			900.00		
LITTLER MENDELSON PC					
5683659	PERS HANDBOOK REVIEW	06/23/2022	4,000.00		01-12-5290
Total LITTLER MENDELSON PC:			4,000.00		
MCGINTY BROS., INC					
234450	SPRUCE TREE	06/18/2022	136.00		01-31-5190
Total MCGINTY BROS., INC:			136.00		
MEYER SIGNS					
9552	PODIUM SIGNS BD/TR ROOM	06/17/2022	135.00		01-12-5110
9552	PODIUM SIGNS BD/TR ROOM	06/17/2022	135.00		01-21-5121
Total MEYER SIGNS:			270.00		
MIDWEST SALT					
223374	COARSE SALT	06/23/2022	3,009.21		60-33-5650
Total MIDWEST SALT:			3,009.21		
NICOR GAS					
062422	NICOR S/W	06/24/2022	205.91		60-33-5510
Total NICOR GAS:			205.91		
ORANGE CRUSH					
95479	ASPHALT	06/17/2022	50.00		15-01-5950
95479	SURFACE - TON	06/17/2022	93.00		15-01-5950
95819	ASPHALT - WWTP DRIVEWAY	06/29/2022	34.10		60-33-5111
Total ORANGE CRUSH:			177.10		
PADDOCK PUBLICATIONS, INC					
219629	24 MICHIGAN AVE	06/18/2022	116.10		01-01-1112
219629	516 E MAIN AMENDMENT	06/18/2022	89.10		85-01-2027
219629	516 E MAIN ZONING	06/18/2022	259.20		85-01-2027
Total PADDOCK PUBLICATIONS, INC:			464.40		
PALUMBO MANAGEMENT LLC					
10703	DISPOSAL OF MATERIALS	06/27/2022	100.00		01-31-5570
9825	DISPOSAL MISC MATERIALS	06/14/2022	55.00		01-31-5570
10703	WATER MAIN BREAK	06/27/2022	90.00		60-33-5140
Total PALUMBO MANAGEMENT LLC:			245.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
PAMPERED PETS SERVICES RESORT & SPA					
062922	REDEVELOPMENT AGRE	06/29/2022	11,716.03		46-01-5876
Total PAMPERED PETS SERVICES RESORT & SPA:			11,716.03		
PRINCIPAL LIFE INSURANCE CO					
061622	ADMIN VIS DENT LIFE	06/16/2022	367.09		01-12-5060
061622	FIN VIS DENT LIFE	06/16/2022	72.61		01-14-5060
061622	PD VIS DENT LIFE	06/16/2022	1,499.83		01-21-5060
061622	BLDG VIS DENT LIFE	06/16/2022	129.83		01-25-5060
061622	PW VIS DENT LIFE	06/16/2022	433.84		01-31-5060
061622	EMP CONT VIS DENT LIFE	06/16/2022	529.13		27-01-2208
061622	COBRA CONT VIS DENT LIFE	06/16/2022	201.96		27-01-2210
061622	W/S VIS DENT LIFE	06/16/2022	550.99		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			3,785.28		
QUADIENT FINANCE USA, INC					
062222	ADMIN POSTAGE INK	06/22/2022	27.74		01-12-5610
062222	FIN POSTAGE INK	06/22/2022	27.74		01-14-5610
062222	PD POSTAGE INK	06/22/2022	27.74		01-21-5610
062222	B&Z POSTAGE INK	06/22/2022	27.74		01-25-5610
062222	W/S POSTAGE INK	06/22/2022	27.76		01-31-5610
062222	PW POSTAGE INK	06/22/2022	27.74		60-33-5610
Total QUADIENT FINANCE USA, INC:			166.46		
QUADIENT LEASING USA, INC					
9470544	POST LEASE ADMIN	06/26/2022	64.01		01-12-5680
9470544	POST LEASE FIN	06/26/2022	64.01		01-14-5680
9470544	POST LEASE PD	06/26/2022	64.01		01-21-5680
9470544	POST LEASE BZ	06/26/2022	64.01		01-25-5680
9470544	POST LEASE EVENTS	06/26/2022	64.01		01-37-5680
9470544	POST LEASE WS	06/26/2022	128.03		60-33-5680
Total QUADIENT LEASING USA, INC:			448.08		
RALPH HELM, INC					
361755	CHAIN SAW REPAIRS	06/16/2022	184.93		01-31-5130
361942	GENERATOR SERV	06/20/2022	396.85		01-31-5130
362521	CHAIN SAW	06/29/2022	92.68		01-31-5130
362522	CHAIN SAW	06/29/2022	92.68		01-31-5130
Total RALPH HELM, INC:			767.14		
RAY O'HERRON CO. INC					
2200949	UNIFORM RF	06/15/2022	2,390.47		01-21-5080
2202292	UNIFORM RF	06/21/2022	38.98		01-21-5080
2202767	UNIFORM SS	06/22/2022	149.98		01-21-5080
2202911	UNIFORM SB NAME TAG	06/23/2022	3.27		01-21-5080
2202762	UNIFORM SS	06/22/2022	3,093.10		01-21-5430
2202839	UNIFORM SS	06/22/2022	1,343.10		01-21-5430
Total RAY O'HERRON CO. INC:			7,018.90		
SECRETARY OF STATE INDEX DEPARTMENT					
061322	NOTARY FEE- CA	06/13/2022	10.00		01-21-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
061322	NOTARY FEE- JR	06/13/2022	10.00		01-21-5630
061322	NOTARY FEE- DD	06/13/2022	10.00		01-21-5630
Total SECRETARY OF STATE INDEX DEPARTMENT:			30.00		
SEVEN BROTHERS PAINTING, INC					
060822	ROUTE 25 TOWER PAINT	06/08/2022	635,754.25		60-33-5965
Total SEVEN BROTHERS PAINTING, INC:			635,754.25		
SHARP EXPRESS					
050322	TRUCK #22	05/03/2022	762.00		01-31-5120
Total SHARP EXPRESS:			762.00		
SHERWIN WILLIAMS					
5670-07	STRIPING PAINT	06/24/2022	276.33		01-31-5630
Total SHERWIN WILLIAMS:			276.33		
SITEONE LANDSCAPE SUPPLY, LLC					
119599749-001	LANDSCAPE FABRIC	05/25/2022	125.57		01-31-5110
119702845-001	SOIL - PLANTERS	05/27/2022	360.00		01-31-5110
119757921-001	RIVER ROCK PLANTERS	05/31/2022	59.00		01-31-5110
Total SITEONE LANDSCAPE SUPPLY, LLC:			544.57		
STAPLES ADVANTAGE					
8066557711	OFFICE SUPPLIES ADMIN	06/11/2022	44.00		01-12-5610
8066486814	OFFICE SUPPLIES PD	06/04/2022	146.65		01-21-5610
8066627521	OFFICE SUPPLIES PD	06/18/2022	71.12		01-21-5610
Total STAPLES ADVANTAGE:			261.77		
SUBURBAN ELEVATOR					
7105974884	QUATERLY PREVENTIVE MAINT	07/01/2022	536.64		01-21-5121
Total SUBURBAN ELEVATOR:			536.64		
THOMPSON ELEVATOR SERVICE					
22-1362	ELEVATOR INSP	06/09/2022	229.00		01-01-1112
Total THOMPSON ELEVATOR SERVICE:			229.00		
ULINE					
150221616	PAPER BAGS	06/15/2022	221.85		01-21-5630
150107814	TRASH CAN LINERS	06/13/2022	401.52		01-31-5630
150542434	DOOR HANGING BAGS	06/22/2022	67.50		60-33-5630
Total ULINE:			690.87		
UNITED STATES TREASURY					
CP1348	FEDERAL TAX	03/31/2022	1,855.17		01-21-5030
Total UNITED STATES TREASURY:			1,855.17		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
VERIZON WIRELESS					
9908451657	VERIZON ADMIN	06/10/2022	56.48		01-12-5320
9908451657	VERIZON FIN	06/10/2022	56.48		01-14-5320
9908451657	VERIZON PD	06/10/2022	269.38		01-21-5320
9908451657	VERIZON B&Z	06/10/2022	56.48		01-25-5320
9908451657	VERIZON PW	06/10/2022	254.04		01-31-5320
9908451657	VERIZON SWR/WTR	06/10/2022	237.16		60-33-5320
Total VERIZON WIRELESS:			930.02		
WEED MAN LAWN CARE					
6556999	WP WEED CONTROL	06/27/2022	195.00		60-33-5110
Total WEED MAN LAWN CARE:			195.00		
WELCH BROTHERS, INC.					
3179740	STORM BASIN GRATE ROCK R	06/10/2022	240.00		01-31-5140
Total WELCH BROTHERS, INC.:			240.00		
WILLIAM C ZELSDORF					
062022	WEEK ENDING 062422	07/01/2022	300.00		01-12-6010
062022	WEEK ENDING 062922	07/01/2022	180.00		01-12-6010
Total WILLIAM C ZELSDORF:			480.00		
Grand Totals:			853,513.08		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
063022	PLANT SOIL	06/30/2022	98.85		01-31-5110
063022	DEPOT BATHROOM REPAIR	06/30/2022	13.98		01-31-5196
063022	LANDSCAPE GLUE	06/30/2022	15.98		01-31-5630
063022	DRILL BITS	06/30/2022	20.98		01-31-5640
063022	LEVEL	06/30/2022	35.99		01-31-5640
Total ACE HARDWARE:			185.78		
ACTIVE EXCAVATING AND WRECKING, INC.					
11699	STORM SEWER CLEANING	07/05/2022	875.00		01-31-5140
11698	200 DUNDEE WATER MAIN BRE	07/05/2022	2,590.00		60-33-5140
Total ACTIVE EXCAVATING AND WRECKING, INC.:			3,465.00		
ALARM DETECTION SYSTEMS					
176664-1028	SUMMIT SCHOOL ALARM SERV	07/10/2022	83.79		01-31-5197
Total ALARM DETECTION SYSTEMS:			83.79		
ALONSO, JAVIER					
537000	UB OVER PAYMENT	07/08/2022	181.94		99-00-1005
Total ALONSO, JAVIER:			181.94		
AMALGAMATED BANK OF CHICAGO					
1856161009 20	ADMIN FEES TRUST	07/01/2022	475.00		39-01-5810
Total AMALGAMATED BANK OF CHICAGO:			475.00		
AT&T					
070422	ATT W/S	07/04/2022	223.89		60-33-5320
Total AT&T:			223.89		
AYRSONICS MIDWEST LLC					
15690-00	PAYMENT OF IRRIGATION UB I	07/07/2022	890.85		99-00-1005
Total AYRSONICS MIDWEST LLC:			890.85		
BATEMAN LAW OFFICES, LTD					
07022	BATEMAN PROF SERV	07/08/2022	213.75		01-21-5230
07022	LEGAL SERVICES	07/08/2022	213.75		01-25-5230
07022	590 HEALY	07/08/2022	47.50		85-01-2395
Total BATEMAN LAW OFFICES, LTD:			475.00		
BONKOSKI LAWN CARE, INC.					
070122	LAWN CARE	07/01/2022	3,515.00		01-31-5110
070122	LAWN CARE	07/01/2022	280.00		60-33-5110
070122	LAWN CARE	07/01/2022	320.00		60-33-5111
Total BONKOSKI LAWN CARE, INC.:			4,115.00		
CENTURY SPRINGS					
063022	WATER VH	06/30/2022	23.79		01-12-5630
063022	2896857 EDVH COOLER CANX	06/30/2022	28.50-		01-12-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
063022	EDPD WATER	06/30/2022	469.17		01-21-5630
Total CENTURY SPRINGS:			464.46		
CINTAS FIRST AID & SAFETY					
41224488904	FLOOR MATS - VH	07/06/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			28.02		
CIVIC SYSTEMS					
22074	FINANCE/UB SOFTWARE SUPP	06/27/2022	3,097.50		01-14-5286
22074	FINANCE/UB SOFTWARE SUPP	06/27/2022	3,097.50		60-33-5286
Total CIVIC SYSTEMS:			6,195.00		
COMED					
070822	COM ED STREETS	07/08/2022	1,580.70		28-01-5510
Total COMED:			1,580.70		
CONSTELLATION NEW ENERGY					
62772078101	CONSTELLATION W/S	06/30/2022	293.92		01-31-5510
62772078101	CONSTELLATION PW	06/30/2022	5,837.20		60-33-5510
Total CONSTELLATION NEW ENERGY:			6,131.12		
COVERALL NORTH AMERICA DBA					
1010698669	CLEANING VH	07/01/2022	329.00		01-12-5110
1010698669	CLEANING POLICE	07/01/2022	595.00		01-21-5121
1010698669	CLEANING DEPOT	07/01/2022	95.00		01-31-5110
1010698669	CLEANING PW PRAIRIE LAKE	07/01/2022	236.00		01-31-5110
1010698669	CLEANING PW 446 ELGIN AVE	07/01/2022	95.00		60-33-5111
1010698669	CLEANING PW 401 ELGIN AVE	07/01/2022	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
DAVID PAIGE					
3822	TT	07/08/2022	1,500.00		01-37-5290
Total DAVID PAIGE:			1,500.00		
DUNDEE FORD					
4035140	SQUAD 34	05/11/2022	72.66		01-21-5120
849326	SQUAD 38	06/03/2022	89.56		01-21-5120
849400	SQUAD 38	06/06/2022	166.79		01-21-5120
849414	SQUAD MAINT	06/06/2022	91.17		01-21-5120
849689	SQUAD 36	06/16/2022	166.79		01-21-5120
Total DUNDEE FORD:			586.97		
DUNDEE MARATHON					
5298085	TT ICE	06/23/2022	7.13		01-37-5631
Total DUNDEE MARATHON:			7.13		
DUNDEE NAPA AUTO PARTS					
416735	9V BATTERIES	06/27/2022	12.00		60-33-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DUNDEE NAPA AUTO PARTS:			12.00		
DW-SERVANT FUND (EAST DUNDEE) LLC					
1 062622	BDD DUNDEE GATEWA	06/26/2022	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
FIRST COMMUNICATIONS					
123890538	FAX HR	07/05/2022	9.72		01-12-5320
123890538	FAX PD	07/05/2022	9.71		01-21-5320
Total FIRST COMMUNICATIONS:			19.43		
FLOOD BROTHERS					
070822	REFUSE COLLECTION	07/08/2022	21,951.68		01-33-5180
Total FLOOD BROTHERS:			21,951.68		
GALLS AN ARAMARK COMPANY					
021545038	UNIFORM ALLOW. - KM	06/30/2022	143.20		01-21-5080
021573998	UNIFORM ALLOW. AR	07/06/2022	121.60		01-21-5080
Total GALLS AN ARAMARK COMPANY:			264.80		
H&H ELECTRIC CO.					
043022	STREET LIGHT POLE & FIXTUR	07/08/2022	12,592.42		15-01-5950
Total H&H ELECTRIC CO.:			12,592.42		
HAWKINS, INC.					
6211768	W CHEMICALS	06/15/2022	250.00		60-33-5650
6226106	W CHEMICALS	06/29/2022	1,822.30		60-33-5650
6226631	WW CHEMICALS	06/22/2022	966.25		60-33-5651
Total HAWKINS, INC.:			3,038.55		
HEINZ, GERALD & ASSOC.					
20293	519 WENDT	07/05/2022	232.50		01-01-1112
20287	MISC CONS SERV	07/05/2022	465.00		01-12-5290
20297	ENG SERVICES - PW GARAGE	07/05/2022	775.00		01-31-5220
2288	LIONS PARK GRANT	07/05/2022	3,309.50		01-31-5220
20294	2022 STREET PROGRAM	07/05/2022	2,833.50		28-01-5950
20292	4TH ST IMPROVEMENT - ENGIN	07/05/2022	3,145.00		32-31-6090
20291	855	07/05/2022	542.50		85-01-2380
20296	SANTA'S VILLAGE LAZY RIVER	07/05/2022	2,332.00		85-01-2389
20290	590 HEALLY	07/05/2022	310.00		85-01-2395
20295	590 HEALLY	07/05/2022	1,242.50		85-01-2395
20289	HIGHSTREET	07/05/2022	155.00		85-01-2401
Total HEINZ, GERALD & ASSOC.:			15,342.50		
HELPING HAND IT					
22-40513	IT SERVICES	06/28/2022	1,595.25		01-12-5286
22-40655	IT SERVICES	07/01/2022	2,310.73		01-12-5286
22-40690	IT SERVICES	07/07/2022	490.00		01-12-5286
22-40690	VIL ADMINSTRATOR LAPTOP	07/07/2022	2,365.29		01-12-5611

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HELPING HAND IT:			6,761.27		
HUGHES ENVIRONMENTAL CONSULTING					
1044	WWTP CONSULT	07/03/2022	9,787.50		60-33-5291
Total HUGHES ENVIRONMENTAL CONSULTING:			9,787.50		
ILLINI POWER PRODUCTS COMPANY					
34777-1	POLICE GENERATOR	06/30/2022	1,366.70		01-21-5121
34877-1	POLICE GENERATOR	06/30/2022	3,041.76		01-21-5121
Total ILLINI POWER PRODUCTS COMPANY:			4,408.46		
ILLINOIS DEPT. OF TRANSPORTATION					
61990	TRAFFIC SIGNALS - COST SHA	07/05/2022	2,058.30		15-01-5950
Total ILLINOIS DEPT. OF TRANSPORTATION:			2,058.30		
ILLINOIS LAW ENFORCEMENT					
DUES11316	RENEWAL	07/01/2022	120.00		01-21-5410
Total ILLINOIS LAW ENFORCEMENT:			120.00		
JAMES AND KATHY BURKE					
134000	UB OVERPAYMNET	07/08/2022	41.64		99-00-1005
Total JAMES AND KATHY BURKE:			41.64		
LAKE JULIAN CONTRACTING INC					
1105	STORM SEWER CLEANING	06/30/2022	400.00		01-31-5140
1105	STORM SEWER CLEANING	06/30/2022	1,000.00		60-33-5141
Total LAKE JULIAN CONTRACTING INC:			1,400.00		
LURVEY LANDSCAPE SUPPLY					
070822	DEPOT PAVER PROJECT	07/01/2022	4,554.79		34-01-5945
Total LURVEY LANDSCAPE SUPPLY:			4,554.79		
LYLA BLANCHARD					
062322	DICKENS CARRIAGE	06/23/2022	4,200.00		01-37-5290
Total LYLA BLANCHARD:			4,200.00		
MIDWEST SALT					
0222633	WATER SOFT SALT	06/01/2022	2,880.13		60-33-5650
Total MIDWEST SALT:			2,880.13		
NICOR GAS					
062922	NICOR S/W	06/29/2022	484.17		60-33-5510
Total NICOR GAS:			484.17		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
528724	NEW EMPLOYEE SCREENING -	06/30/2022	160.00		01-21-5240

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
528724	NEW EMPLOYEE SCREENING	06/30/2022	160.00		01-31-5240
528724	NEW EMPLOYEE SCREENING	06/30/2022	85.00		60-33-5240
529020	DRUG/ALCOHOL SCREEN - BW	06/30/2022	260.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			665.00		
P.F. PETTIBONE					
182427	UNIFORM	07/05/2022	613.20		01-21-5080
Total P.F. PETTIBONE:			613.20		
PACE ANALYTICAL SERVICES, LLC					
I9517434	WATER TESTING	06/30/2022	309.51		60-33-5290
I9517435	WW LAB TESTING	06/30/2022	2,638.98		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			2,948.49		
PAL LAND, LLC					
062922	PAL LAND SALES TAX REBATE	06/29/2022	14,691.14		01-12-5876
95882	DISPOSAL OF MATERIALS	07/06/2022	100.00		01-31-5570
062322	CHRISTINA DRIVE TIF - 1ST INS	06/23/2022	142,127.68		36-01-5876
062322	DUNDEE CROSSING TIF - 1ST I	06/23/2022	375,909.51		38-01-5876
062322 1	DUNDEE CROSSING TIF - 2ND I	06/23/2022	20,121.70		38-01-5876
Total PAL LAND, LLC:			552,950.03		
QUAD COM 9-1-1					
22-EDPD-07	DISPATCH SERV	07/01/2022	14,656.63		01-21-5360
Total QUAD COM 9-1-1:			14,656.63		
RAY O'HERRON CO. INC					
3120238	TRAINING	07/05/2022	2,089.37		01-21-5430
Total RAY O'HERRON CO. INC:			2,089.37		
REVIZE LLC					
13890	IT SERVICES	07/05/2022	4,167.00		01-12-5615
Total REVIZE LLC:			4,167.00		
ROB LOAR					
3822	TT	07/08/2022	1,600.00		01-37-5290
Total ROB LOAR:			1,600.00		
SECOND HAND SOUL BAND					
022522	WDW	07/08/2022	1,750.00		01-37-5290
Total SECOND HAND SOUL BAND:			1,750.00		
SHERWIN WILLIAMS					
6044-4	STRIPPER FOR BIG CHAIR	07/05/2022	41.98		01-31-5630
Total SHERWIN WILLIAMS:			41.98		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
SHERYL SANDAHL					
918000	UB OVERPAYMENT	07/08/2022	60.70		99-00-1005
Total SHERYL SANDAHL:			60.70		
SIMPLIFILE, LC					
15004909844	REFILE OF LIEN RELEASE	07/05/2022	65.25		60-33-5230
Total SIMPLIFILE, LC:			65.25		
SPECIAL T UNLIMITED					
7/7/22	UNIFORM ALLOWANCE	07/07/2022	250.00		01-21-5080
Total SPECIAL T UNLIMITED:			250.00		
STANARD & ASSOCIATES, INC.					
SA000051019	PERSONALITY EVAL	06/30/2022	900.00		01-12-5290
Total STANARD & ASSOCIATES, INC.:			900.00		
STAN'S LPS MIDWEST					
368269	C2003SP BLK - DEPOT COPIER	07/05/2022	17.60		01-37-5340
368269	C2003SP CLR - DEPOT COPIER	07/05/2022	56.95		01-37-5340
368395	RICOH 2554SP - WW COPIER	07/05/2022	20.22		60-33-5340
Total STAN'S LPS MIDWEST:			94.77		
STAPLES ADVANTAGE					
8066785363	POLICE SUPPLIES	07/02/2022	92.48		01-21-5610
Total STAPLES ADVANTAGE:			92.48		
STEPHEN D. TOUSEY LAW OFFICES					
070122	LOCAL PROSECUTION JUNE 2	07/01/2022	750.00		01-21-5230
070122	LOCAL PROSECUTION JULY 2	07/01/2022	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			1,500.00		
SYNAGRO TECHNOLOGIES					
31101	CAKE LAND APP	07/01/2022	4,593.75		60-33-5287
Total SYNAGRO TECHNOLOGIES:			4,593.75		
TLO LLC					
070122	MEMBERSHIP	07/01/2022	75.00		01-21-5410
Total TLO LLC:			75.00		
TRAFFIC CONTROL & PROTECT					
112001	DEER CROSSING SIGNS	07/06/2022	162.50		01-31-5150
Total TRAFFIC CONTROL & PROTECT:			162.50		
TRUE BLUE CAR WASH LLC					
4247	PD CAR WASH	06/30/2022	93.00		01-21-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total TRUE BLUE CAR WASH LLC:			93.00		
ULINE					
150913579	DEPOT SUPPLIES	07/01/2022	831.70		01-31-5196
Total ULINE:			831.70		
UNITED SYSTEMS AND SOFTWARE INC					
91548	ERT RADIO READ UNITS	06/16/2022	6,321.00		60-33-5935
Total UNITED SYSTEMS AND SOFTWARE INC:			6,321.00		
US BANK					
1680 062722 K	LANDS END - FB	06/27/2022	70.77		01-12-5020
3812 062722 B	ADOBE	06/27/2022	270.78		01-12-5286
3812 062722 B	COMCAST	06/27/2022	394.85		01-12-5320
3812 062722 B	COMCAST	06/27/2022	494.32		01-12-5320
1680 062722 K	MAIL CHIMP	06/27/2022	39.99		01-12-5410
1680 062722 K	XM RADIO	06/27/2022	15.77		01-12-5410
3812 062722 B	CHICAGO TRIBUNE	06/27/2022	27.72		01-12-5410
1680 062722 K	AMAZON	06/27/2022	52.83		01-12-5610
3812 062722 B	GFOA MEMBERSHIP	06/27/2022	160.00		01-14-5410
1706 062722 J	UNIFORM JK	06/27/2022	19.94		01-21-5080
2107 062722 J	VEH REGISTRATION	06/27/2022	154.40		01-21-5120
3812 062722 B	COMCST	06/27/2022	12.66		01-21-5320
2978 062722 s	TRAINING	06/27/2022	208.84		01-21-5430
2978 062722 s	TRAINING	06/27/2022	43.30		01-21-5430
2978 062722 s	TRAINING	06/27/2022	14.94		01-21-5430
2978 062722 s	TRAINING	06/27/2022	148.00		01-21-5430
2978 062722 s	TRAINING	06/27/2022	227.94		01-21-5430
5082 062722 A	TRAINING	06/27/2025	345.00		01-21-5430
5082 062722 A	GAT GUNS	06/27/2025	39.98		01-21-5430
5082 062722 A	FIREARMS HOLSTER	06/27/2025	167.22		01-21-5430
5082 062722 A	TRAINING	06/27/2025	63.90		01-21-5430
5082 062722 A	FASTMAGS	06/27/2025	89.00		01-21-5430
6309 062722 E	TRAINING CREDIT	06/27/2022	59.00-		01-21-5430
1706 062722 J	OFF SUPPLIES	06/27/2022	35.99		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	57.39		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	19.99		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	13.00		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	48.47		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	24.22		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	22.91		01-21-5610
2978 062722 s	OFFICE SUPPLIES	06/27/2022	11.99		01-21-5610
3812 062722 B	COMCAST	06/27/2022	83.32		01-31-5197
5824 062722 G	APPLE STORAGE	06/27/2022	.99		01-31-5320
5824 062722 G	STUMP GRINDER	06/27/2022	391.00		01-31-5530
1680 062722 K	FACEBOOK	06/27/2022	37.11		01-37-5631
5824 062722 G	BOXES-MOTOR MONDAY SIGN	06/27/2022	28.70		01-37-5631
3999 062722 P	TRUCK WASH	06/27/2022	5.00		60-33-5120
3812 062722 B	COMAST	06/27/2022	803.58		60-33-5320
3812 062722 B	COMCAST	06/27/2022	401.79		60-33-5320
3999 062722 P	APPLE STORAGE	06/27/2022	.99		60-33-5320
Total US BANK:			4,989.59		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
US BANK/VOYAGER FLEET SYSTEMS, INC.					
070822	GAS PD	07/08/2022	4,350.66		01-21-5620
070822	BZ FUEL	07/08/2022	77.86		01-25-5620
070822	PW FUEL	07/08/2022	2,722.77		01-31-5620
070822	GAS WTR/SWR	07/08/2022	679.19		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			7,830.48		
VCNA PRAIRIE LLC					
890570688	CONCRETE FOR SIDEWALK	06/30/2022	890.69		15-01-5950
Total VCNA PRAIRIE LLC:			890.69		
WAGEWORKS, INC					
3919702	HEALTHCARE BENEFIT	06/23/2022	122.00		01-12-5060
Total WAGEWORKS, INC:			122.00		
WATER SERVICES					
33969	METER TEST - 6 SUMMIT	06/30/2022	45.00		60-33-5140
Total WATER SERVICES:			45.00		
WEED MAN LAWN CARE					
6515955	DEPOT WEED SERV	06/30/2022	205.00		01-31-5110
Total WEED MAN LAWN CARE:			205.00		
WILLIAM C ZELSDORF					
063022	DEPOT SALARY 6/30-7/8/22	07/08/2022	420.00		01-12-6010
Total WILLIAM C ZELSDORF:			420.00		
Grand Totals:			733,284.57		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.