

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 All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.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.

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ADOPTED this 4th day of May, 2020, pursuant to a roll call vote as follows:


AYES: Trustees Lynam, Selep, Wood, Mahony and Kunze

NAYES: NONE

ABSTAIN: Trustee Andresen

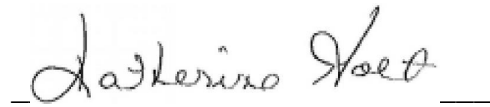
ABSENT: NONE

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.

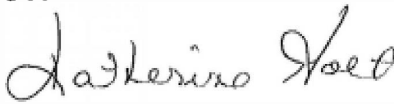
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first written above.

VILLAGE:

VILLAGE OF EAST DUNDEE
an Illinois home rule municipal corporation

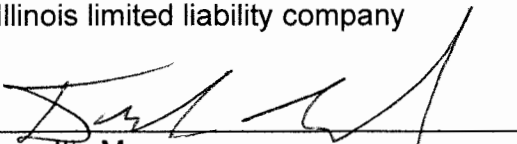
By: 
Lael Miller, President

ATTEST:

By: 
Katherine Holt, Village Clerk

CONCESSIONAIRE:

DUKE'S BLUES-N-BBQ LLC,
an Illinois limited liability company

By: 
It's Manager