

RESOLUTION NUMBER 12-21

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A LICENSE AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP
FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION
OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS**

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 "License Agreement Between the Village of East Dundee and Dundee Township Foundation, Inc. in Regard to the Use and Occupancy of a Portion of the Summit Square, 611 East Main Street, East Dundee, Illinois," attached hereto as **EXHIBIT A** and made a part hereof ("Agreement"), by and between the Village and Dundee Township Foundation, Inc., an Illinois not-for-profit corporation;

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. That each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval. That the Village President and Board of Trustees authorize and approve the Agreement and direct the Village President and Village Clerk to execute the Agreement, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The Village President and Board of Trustees direct Village staff to comply with all of the applicable obligations of the Village under the Agreement.

SECTION 3: Severability. That 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. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Effect. That this Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

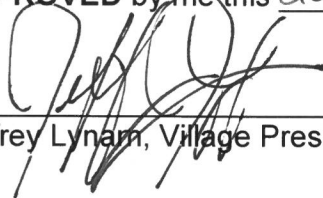
ADOPTED this 20th day of September, 2021, pursuant to a roll call vote as follows:

AYES: Trustees Andresen, Kunze, Brittin and Saviano

NAYES: Trustees Mahony and Treiber

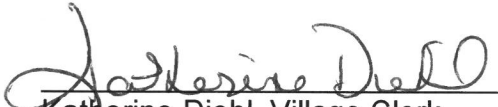
ABSENT: Ø

APPROVED by me this 20th day of September, 2021.



Jeffrey Lynam, Village President

ATTEST:



Katherine Diehl, Village Clerk

Published in pamphlet form this 21st day of September, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September 21, 2021.

EXHIBIT A

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE
AND DUNDEE TOWNSHIP FOUNDATION, INC. IN REGARD TO THE USE AND
OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE,
611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS**

(attached)

**LICENSE AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP
FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION
OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS**

This LICENSE AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP FOUNDATION, INC. IN REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SQUARE, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS ("Agreement") is entered into this 20th day of September, 2021 ("Effective Date") by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village") and Dundee Township Foundation, Inc., an Illinois not-for-profit corporation ("Foundation"). The Village and the Foundation are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves, individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/8-1-2.5 authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Village owns a portion of the real property commonly known as Summit Square, 611 East Main Street, East Dundee, Illinois, as legally described and

depicted in **EXHIBIT A**, respectively, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Village desires to allow the Foundation to use and occupy ten (10) classroom spaces within the Subject Property, as depicted and described in **EXHIBIT B** attached hereto and made a part hereof ("Licensed Premises"), if the terms and conditions in this Agreement are met; and

WHEREAS, the Foundation desires to use and occupy the Licensed Premises on the terms and conditions set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

SECTION 2: LICENSE AND LIMITATIONS

2.1 Grant of License. The Village hereby grants to the Foundation a revocable license ("License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises for the limited uses of a clothing closet program, a food pantry and social service / training events with each use to only be operated within the portions of the Licensed Premises described for each such use as set forth in **EXHIBIT B**. The Foundation shall pay the Village a one-time License fee of Ten and No/100 Dollars (\$10.00).

2.2 Scope and Limitations of License. The License granted herein shall permit the Foundation to use and occupy the Licensed Premises for the uses set forth in Section 2.1 above, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

- A. At its sole cost and expense, the Foundation shall obtain all permits and shall make all necessary improvements to the Licensed Premises in order to bring the Licensed Premises in to compliance with all applicable Village building, fire and life safety codes ("Improvements"). The Village shall waive its building permit fees otherwise applicable to the Improvements, but the waiver excludes, and the Foundation shall pay for, review and inspection fees charged to the Village or to the Foundation by third-parties. It shall be the Foundation's responsibility to ensure that the Licensed Premises remains in compliance with the Village Code, the Village Zoning Ordinance, the Village Building Code, Kane County Health Department regulations, and all federal, State of Illinois, and other local laws, ordinances, regulations, rules, policies and directives (collectively the "Laws") at all times that the Foundation occupies the Licensed Premises. All Improvements must be pre-approved by the Village Administrator.
- B. At its sole cost and expense, the Foundation shall be responsible for all maintenance and upkeep of the Licensed Premises and all utility charges for the Licensed Premises.
- C. Any maintenance to the Licensed Premises provided by the Village, in its sole discretion, shall be performed at a level approved by the Village Administrator. Any such maintenance shall be minor and have a minimal impact on Village operations.
- D. The Village may access the Licensed Premises at any time.
- E. The Foundation shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement and the Laws.
- F. The Foundation shall not permit any person to work at the Licensed Premises, whether as a Foundation employee or volunteer, unless the person has passed a criminal background check and been found to have a satisfactory character to work at a clothing closet program, a food pantry and social service / training events.
- G. The Foundation shall comply with all requirements of the Summit Square Owners Association ("Association") and Summit Square Condominiums Declaration, as amended from time to time, including the use of the common areas around the Licensed Premises. So long as the Village is a voting member of the Summit Square Business Condominium Association, the Village will vote to reasonably protect the Foundation's access to all common areas including hallways, bathrooms, signage,

entrances, parking lot and common area rooms equal to the access and use permitted to all other tenants and owners in the building.

- H. The Foundation shall not be required to pay any assessments or fees levied by the Association on the Licensed Premises during the term of the Village's agreement with the Association. If the Village's agreement with the Association changes, the Village and Foundation will negotiate for fees for the improved portions of the Foundation's space. The Foundation will pay a proportionate share of the garbage costs to the Village which shall forward such payments to the Association. The Foundation shall have no rights or interest in the Association, voting or otherwise, by virtue of this Agreement, and the Village retains all such rights and interests during its period of ownership of the Licensed Premises.

2.3 Term of License. This Agreement, and the License granted herein, shall remain in effect until terminated by agreement of the Village and the Foundation, or until termination as set forth in Section 3 below. The License is for the temporary permissive use of the Licensed Premises only and creates no tenancy, property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Foundation or any user of the Licensed Premises.

2.4 Non-Assignability of License. The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

SECTION 3: TERMINATION

3.1 Termination. This Agreement may be terminated by either Party by providing thirty (30) days written notice to the other Party, except that the Village may not terminate this Agreement under this Section 3.1 within the first six (6) months after the Effective Date. If this Agreement is terminated by the Foundation, the Village shall have no obligation to reimburse the Foundation for the cost and expense of any Improvements. Upon termination the Foundation shall vacate the Licensed Premises and leave the Licensed Premises in as good, or better, condition than existed on the Effective Date.

3.2 Termination By Village. If the Village terminates this Agreement, if the Foundation was in compliance with all of its obligations in this Agreement as of the date the Village terminated this Agreement, and if the Foundation thereafter opens and operates a clothing closet program, a food pantry and social service / training events at another location for at least six (6) consecutive months within twelve (12) months of the Village's termination of this Agreement, then the Village shall reimburse the Foundation for the cost and expense of all the Improvements up to Five Thousand and No/100 Dollars (\$5,000.00), except that the cost of each Improvement shall be reduced by

twenty-five percent (25%) at the end of the calendar year each year following the installation of said Improvement. The Village shall only be obligated to reimburse the Foundation for the cost of any Improvement as depreciated herein.

3.3 Purchase of Licensed Premises By Foundation. If the Foundation purchases the Licensed Premises from the Village, either through a customary sale and purchase or through a subsequent lease to own arrangement under a separate agreement, the Village shall reduce the sale price of the Licensed Premises by the cost and expense of the Improvements, subject to a reduction in the value of the Improvement per the depreciation schedule set forth in Section 3.2 above.

3.4 Default. In the event that a Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the Party serving the notice may then declare this Agreement terminated. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the Village, the Village shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

SECTION 4: NOTICES

4.1 Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the Village:

Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attention: Village Administrator

With an additional
copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Gregory T. Smith

(B) If to the Foundation:

Dundee Township Foundation, Inc.

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 Indemnification and Insurance. The Foundation covenants and agrees to indemnify, defend and hold harmless the Village and its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Foundation or the Foundation's officers, agents, contractors, employees, volunteers, invitees, guests or permittees relating in any way to the use, maintenance or repair of the Licensed Premises or the Subject Property. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village and the Association, as the case may be, shall have the right to counsel of its choice and the right to direct its own defense. The Foundation shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination. The Village shall have the right to approve the coverage, coverage limits and carrier of the liability insurance, which approval shall not be unreasonably withheld, which coverage limits shall be no less than the follows:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$3,000,000
- C. Property Damage – \$1,000,000 per occurrence
- D. Workers' Compensation – Statutory

The Foundation shall provide the Village with a certificate of insurance describing such insurance coverage before the Effective Date, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents, employees and volunteers, and the Association and its officers, agents, employees and volunteers, as additional insureds, and shall provide that the insurance coverage provided by the Foundation shall be primary and non-contributory to any insurance coverage of the Village and the Association, as the case may be. Failure of the Foundation to provide such insurance

certificate after notice from the Village of the Foundation's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

5.2 Severability of Agreement. The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

5.3 No Waiver. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the Village may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

5.4 Choice of Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Kane County, Illinois.

5.5 Force Majeure. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

5.6 No Third Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

5.7 Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

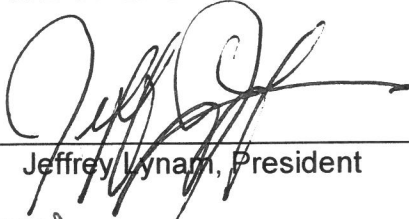
5.8 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

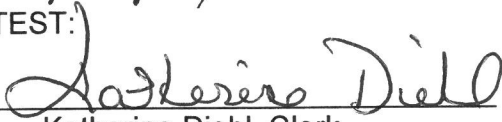
5.9 Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Village, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the Foundation, pursuant to property authority, has caused this Agreement to be signed by its President and attested by its Secretary.

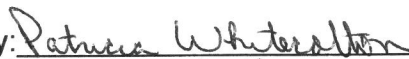
VILLAGE OF EAST DUNDEE

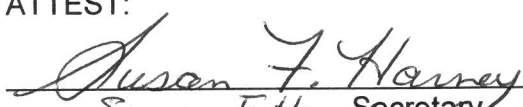
By: 
Jeffrey Lynam, President

ATTEST: 
Katherine Diehl, Clerk

Dated: September 20, 2021

DUNDEE TOWNSHIP FOUNDATION, INC.

By: 
~~Patricia Whitecotton~~, President

ATTEST: 
~~Susan F. Harney~~ Secretary

Dated: Oct 18, 2021

EXHIBIT A

Legal Description and Depiction of the Subject Property

P.I.N.: 03-26-226-000

Common Address: 611 East Main Street, East Dundee, Illinois 60118

[See Attachment Plat of Subject Property]

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

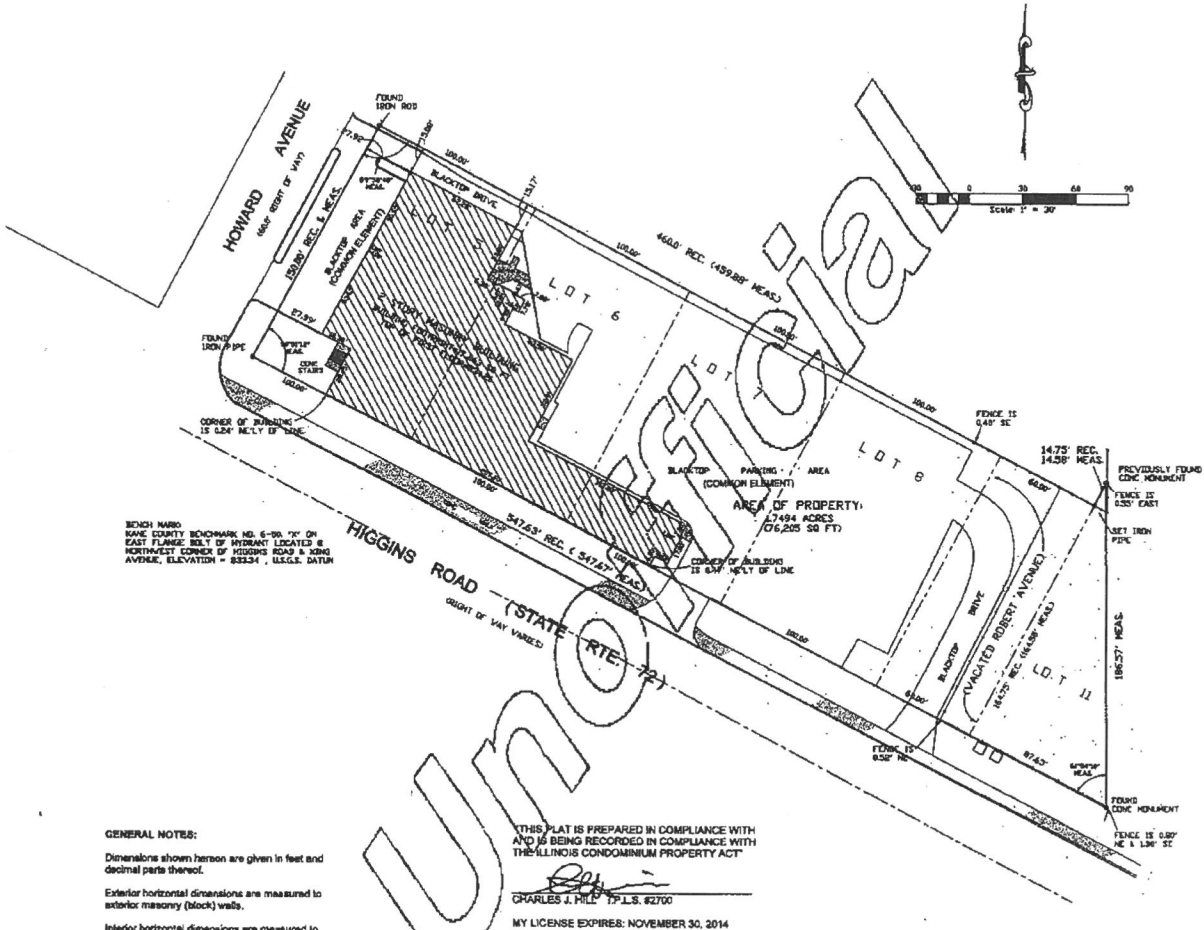
2013K069969
 SANDY WEGMAN
 RECORDER - KANE COUNTY, IL
 RECORDED: 09/04/2013 11:01 AM
 REC. FEE: \$7.00 SURP. FEE: \$0.00
 PAGES: 11

OF PROPERTY DESCRIBED AS FOLLOWS:

Lots 5, 6, 7, 8, and 11, and all that part of vacated Robert Avenue lying between the Southeastery extension of the Northeastery and Southwestery lines of said 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.

SUMMIT SQUARE CONDOMINIUM

SHEET 1 OF 2



GENERAL NOTES:

Dimensions shown hereon are given in feet and decimal parts thereof.
 Exterior horizontal dimensions are measured to exterior masonry (block) walls.
 Interior horizontal dimensions are measured to finished drywall and exposed concrete block walls.
 Interior vertical dimensions (elevations) are measured from concrete floors to bottom, (unless otherwise noted), the metal grid for the acoustical tile ceiling.
 Benchmark: Kane County Benchmark No. 6-50, 12" on East flange bolt of a hydrant located @ Northwest corner of Higgins Road & King Avenue, Elevation = 833.34, U.S.G.S. datum.
 Area of property: 1.7494 acres. (78,205 sq ft)

THIS PLAT IS PREPARED IN COMPLIANCE WITH AND IS BEING RECORDED IN COMPLIANCE WITH THE ILLINOIS CONDOMINIUM PROPERTY ACT

CHARLES J. HILL, P.L.S. #2700
 MY LICENSE EXPIRES: NOVEMBER 30, 2014

THIS PLAT IS BEING RECORDED BY:
 FIDELITY NATIONAL TITLE
 333 COMMERCE DRIVE, SUITE 100
 CRYSTAL LAKE, ILLINOIS 60014

Scale: 1" = 30'
 Date: 09-26-13
 Project: SUMMIT SQUARE
 City: EAST DUNDEE

STATE OF ILLINOIS) ss: Sept 24, 2013
 COUNTY OF KANE)
 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. 26-2700
 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, 2013

THIS SURVEY IS VALID ONLY WITH UNRECORDED DEED.

This professional survey is subject 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: SJRVAYR@AOL.COM

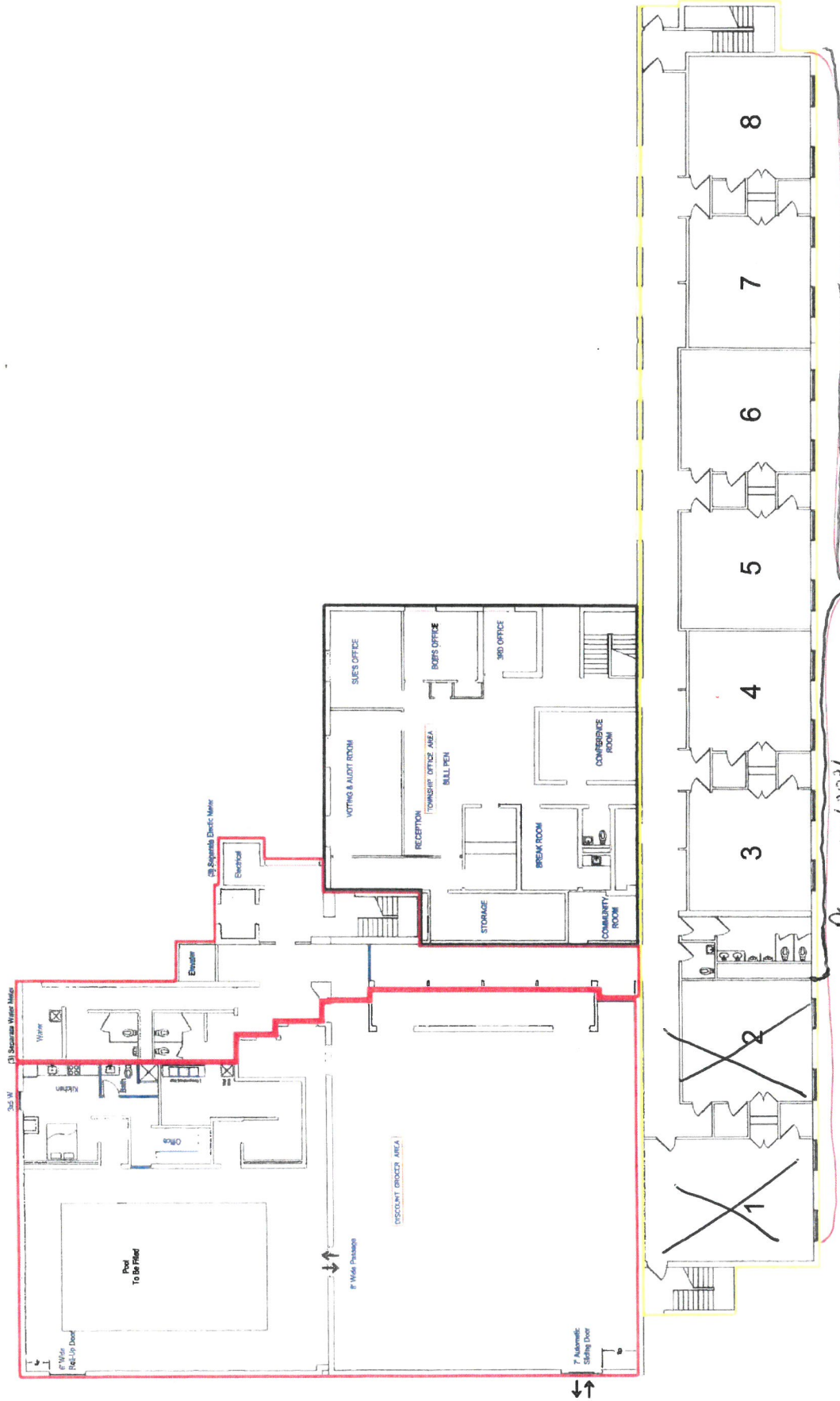
Compare the description on this plat with deed. Refer to deed for easements and building lines.

EXHIBIT B

Depiction and Description of the Licensed Premises

[INSERT DESCRIPTION OF THE SPACES ALLOWED AS PART OF THE LICENSED PREMISES AND THE USES TO OCCUR WITHIN EACH SPACE]

(Depiction Attached)



Aug 10/18/2021
 Foundation Request

FIRST FLOOR (Imprint - 12.14.2012)

