

Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Meeting
Monday, October 19, 2015
06:00 PM

Call to Order

Roll Call

Pledge of Allegiance

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Consent Agenda

[A. Motion to Approve the Regular Village Board Meeting Minutes Dated September 21, 2015](#)

[B. Motion to Approve the Regular Village Board Meeting Minutes Dated October 5, 2015](#)

[C. Motion to Approve the Committee of the Whole Meeting Minutes Dated October 12, 2015](#)

[D. Resolution Designating Zaida Torres as Village Treasurer](#)

[E. Resolution Authorizing Zaida Torres to Act as the International City/Council Management Association Retirement Corporation \(ICMA RC\) Delegate, and Remove Linda Blackerby](#)

[F. Resolution Designating Finance Manager, Zaida Torres, as Authorized Agent for the Illinois Municipal Employees Retirement Fund \(IMRF\)](#)

[G. Resolution Naming the Village of East Dundee's Delegate for the Illinois Municipal League Risk Management Agency \(IMLRMA\)](#)

[H. Approve Cards for Cars Program](#)

Old Business

New Business

[A. Ordinance Approving a Redevelopment Agreement for the Redevelopment of 311 Barrington Avenue, East Dundee, Cook and Kane Counties, Illinois](#)

[B. Ordinance Approving a Redevelopment Agreement for the Redevelopment of 611 East Main Street, Units 111, 113 and 303 East Dundee, Illinois \(C.A.K.E.\)](#)

[C. Ordinance of the Village of East Dundee, Illinois, Establishing Regulations for Liquor Licensees to Serve Alcoholic Beverages on Certain Adjoining Village Right-of-Ways During Village Sponsored or Approved Events](#)

Financial Reports

[A. Warrants List \\$365,909.34](#)

Reports: Village President

Reports: Village Trustees

Reports: Village Administrator

[A. Comcast Update](#)

Reports: Village Attorney

Reports: Village Engineer

Reports: Chief of Police

Reports: Director of Public Works

Reports: Building Official

Reports: Marketing Director

Reports: Economic Development Consultant

Executive Session

Recess to Executive Session Executive Session, closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (2) (21), Discussion of Minutes, (C) (6), Pending Litigation, 2 (C) (1), Personnel and 2 (C) (5) Acquisition of Property.

A. Personnel

Public Comment - Please keep comments to 5 minutes or less

Adjournment

CALL TO ORDER

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

ROLL CALL:

Trustees Gorman, Lynam, Skillicorn, Selep, Wood, Hall and President Miller.

Also in attendance Village Administrator Bob Skurla, Chief of Police Terry Mee, Village Engineer Joe Heinz, Marketing Director Karen Blair, Village Clerk/Deputy Village Administrator Heather Maieritsch and Deputy Village Clerk Katherine Holt.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT (Agenda Items only): None

CONSENT AGENDA-CONSIDERATION OF AN “OMNIBUS VOTE”:

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President, a group of assorted ordinances, resolution, motions and orders by an “Omnibus Vote”. The “Omnibus Vote” shall be taken following the unanimous consent by the President and Board as to the items to be included. Any Trustee or the President may request that any item not be included in that vote.

- A. Motion to Approve the Regular Village Board Meeting Minutes Dated September 8, 2015**
- B. Motion to Approve the Committee of the Whole Meeting Minutes Dated September 14, 2015**
- C. Ordinance of the Village of East Dundee, Illinois, Establishing Permits and Regulations for the Keeping of Chickens in the Village**
- D. Ordinance of the Village of East Dundee, Kane and Cook Counties, Illinois, Amending the Village of East Dundee’s Code of Ordinances**

Trustee Gorman requested that item C be pulled from the consent agenda for discussion.

Motion to approve consent agenda items A, B and D by Gorman/Lynam.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.

Motion carries.

- C. Ordinance of the Village of East Dundee, Illinois, Establishing Permits and Regulations for the Keeping of Chickens in the Village**

Motion to approve an Ordinance of the Village of East Dundee, Illinois, Establishing Permits and Regulations for the Keeping of Chickens in the Village by Gorman/Lynam.

Discussion:

Trustee Gorman suggested that language be added that the chicken coop must be located closer to the permittee’s residence than any adjoining property. Administrator Skurla requested that a motion be made to direct staff to amend the fee schedule to provide for a permit fee of \$50 and a renewal fee of \$25.

Motion to amend the Motion to approve an Ordinance of the Village of East Dundee, Illinois, Establishing Permits and Regulations for the Keeping of Chickens in the Village to include language that the chicken coop must be located closer to the permittee’s residence than any adjoining property and to include a \$50 permit fee and \$25 renewal fee in the fee schedule by Gorman/Lynam.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.

Motion carries.

OLD BUSINESS: None

NEW BUSINESS:

A. Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to Induce the Redevelopment of Certain Property within a Tax Increment Financing Redevelopment Project Area (Prairie Materials)

Motion to approve a Resolution of the Village of East Dundee, Cook and Kane Counties, Illinois, to Induce the Redevelopment of Certain Property within a Tax Increment Financing Redevelopment Project Area (Prairie Materials) by Lynam/Selep.

Discussion:

Administrator Skurla explained that there has been a 2 year process to get a permit to allow for the Village's easement to go across ComEd's property to extend Heinz Road. He said approval was granted 3 months ago. He met with representatives from Prairie Materials and advised that since it is in their best interest to get the easement done and allowing Public Works access for water, sewer and street, they should volunteer to pay for the easement initially as well as other improvements. He said they have agreed to do so and advised that they would send the payment before the end of this month. Therefore, an inducement resolution has been drafted so that they can recapture their expenses. Trustee Gorman further explained that this inducement must be in place so that any expenses incurred can be eligible for consideration.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.
Motion carries.

FINANCIAL REPORTS:

A. Warrants List \$226,702.61

The Warrants List was noted to the Village Board.

Reports: VILLAGE TRUSTEES

Gorman: Asked for clarification on the payments for Gardiner Place and River Haven as noted on the warrants list. Clerk Maieritsch explained that East Dundee made agreements to make affordable housing. Therefore, the Village contributes a monthly dollar amount per unit. Administrator Skurla added that this was to be done for the first three years. Trustee Gorman said that he would like to have a review to make sure that all impact fees have been handled in regard to this. He added that the recent landscaping in the back of River Haven looks very nice and thanked President Miller for his involvement with that.

Lynam: Said he hosted the antique auto show at Heritage Fest and was pleased with the attendance. He thanked Public Works for all their efforts.

Selep: Stated that he attended a couple days of Heritage Fest and was proud at how the Village shined. He said it was a special day to see the crowds come out and kids having fun.

Wood: Said Heritage Fest was a great time with great weather on Saturday and Sunday.

Skillicorn: Said it was great to see other trustees and the many volunteers helping at Heritage Fest. He said it was very family-friendly on the East Dundee side, but enjoyable on both sides.

Hall: Said he attended Heritage Fest on Friday night and those in attendance were very enthusiastic.

Reports: VILLAGE ADMINISTRATOR and STAFF

Village Administrator: Skurla reported that he has received preliminary information for this year's residential taxable EAV and it has increased by \$5.5 million or 6.55 percent. He said he doesn't have the exact numbers yet for the TIF district areas, but he believes they have increased 10 to 12 percent.

Village Attorney: N/A

Village Engineer: None

Public Works Director: N/A

Village President: Miller thanked everyone involved with Heritage Fest for their efforts. He said that there is a meeting this evening at 7:30 pm at Blue's BBQ for F.R.E.D. volunteers. He advised that he has emailed committee assignments to all Board members.

Chief of Police: Mee said Heritage Fest was well attended with only a couple of police related incidents.

Economic Development Consultant: N/A

Finance Director: N/A

Downtown Marketing Director: Blair reported that there were 116 volunteers for Heritage Fest. She thanked Public Works, East Dundee Police, Immanuel Lutheran, F.R.E.D. volunteers, Elgin Youth Group and all the sponsors and local businesses that made the event such a success. She also reported that there is a President's luncheon on October 21.

PUBLIC COMMENT (Items not on the Agenda): None

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board Meeting at 6:24 p.m. by Skillicorn/Wood.

Motion carries by unanimous vote.

Respectfully submitted,

Katherine Holt

By: _____
Village President, Lael Miller

Attest: _____
Deputy Village Clerk, Katherine Holt

CALL TO ORDER

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

ROLL CALL:

Trustees Gorman, Lynam, Skillicorn, Selep, Wood, Hall and President Miller.

Also in attendance Village Administrator Bob Skurla, Chief of Police Terry Mee, Village Attorney Kathleen Field Orr, Marketing Director Karen Blair, Economic Developer Director Doug Bergren, Village Clerk/Deputy Village Administrator Heather Maieritsch and Deputy Village Clerk Katherine Holt.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT (Agenda Items only): None

CONSENT AGENDA-CONSIDERATION OF AN “OMNIBUS VOTE”:

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President, a group of assorted ordinances, resolution, motions and orders by an “Omnibus Vote”. The “Omnibus Vote” shall be taken following the unanimous consent by the President and Board as to the items to be included. Any Trustee or the President may request that any item not be included in that vote.

- A. Approve Trick or Treat Hours October 31, 2015 from 3pm-7pm**
- B. Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois**

Trustee Skillicorn requested that item B be pulled from the consent agenda for discussion.

Motion to approve consent agenda item A by Skillicorn/Wood.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.
Motion carries.

- B. Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois**

Motion to approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois by Skillicorn/Wood.

Discussion:

Administrator Skurla advised that the dollar amount is the identical amount that was levied for the past 4 years making this the fifth year it has been flat. He explained that only the Village’s portion of the tax rate will decrease.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.
Motion carries.

OLD BUSINESS: None

NEW BUSINESS:

- A. Ordinance of the Village of East Dundee, Illinois, Establishing a Parking Lot and Garage Lease Tax**

Discussion:

Administrator Skurla explained that this is a proposal for the establishment of a parking lot and garage lease tax. He said there have been discussions with a number of businesses that would be affected by this and they would like to engage in further talks on the issue. He asked that the item be laid over for a more detailed discussion at the Committee of the Whole Meeting next Monday.

Motion to table an Ordinance of the Village of East Dundee, Illinois, Establishing a Parking Lot and Garage Lease Tax by Gorman/Lynam.

Roll: Ayes – 6 – Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.
Motion carries.

FINANCIAL REPORTS:

A. Warrants List \$549,578.25

The Warrants List was noted to the Village Board.

Reports: VILLAGE TRUSTEES

Gorman: None

Lynam: None

Selep: None

Wood: None

Skillicorn: Said there is a resident having issues with rust in their water. Administrator Skurla advised that there has been extensive attention to this resident's situation. He said it has been attended to on an almost weekly basis and everything within the Village's power is being done.

Hall: None

Reports: VILLAGE ADMINISTRATOR and STAFF

Village Administrator: Skurla reported that ComEd is in the process of cleaning out the lines this week and pulling through the replacement lines for the overhead downtown. All work on this should be done within the next 2 weeks. He advised that the new police facility will not be ready for the scheduled open house on October 12. The new target date for moving into the facility will be before Thanksgiving. He gave an update on 110 River Street stating that ComEd has disconnected their utilities and Nicor should be doing so this week. Demolition can then begin and will take 4 days. He also gave a status on the Green Bean Restaurant explaining that engineers gave a report of the corrections that are needed. Attorney Orr said she will review the redevelopment agreement to see if they are in default with their completion date. Skurla also advised that the Hill Street lift station is still scheduled to be done in October.

Village Attorney: None

Village Engineer: N/A

Public Works Director: N/A

Village President: Miller reported that the final Wine Down Wednesday and Thirsty Thursday events of the summer were well attended. He thanked everyone involved for their help with all the summer events.

Chief of Police: None

Economic Development Consultant: Bergren reported that he has received 4 applications for backyard chicken permits.

Finance Director: N/A

Downtown Marketing Director: Blair reported that there will be a pumpkin carving contest and masquerade ball at the Depot on October 31st. She said that Santa's Village is having a Harvest Fest this weekend and Nightmare on North Street will begin next weekend. She advised that DeLoris Doederlein will celebrate her 90th birthday tomorrow from 9am-5pm at Piece-A-Cake Bakery.

PUBLIC COMMENT (Items not on the Agenda): None

EXECUTIVE SESSION: Yes

Motion to adjourn the Regular Village Board Meeting to Executive Session at 6:17 p.m. closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, 2 (C) (1) Personnel and (C) (6), Pending Litigation by Lynam/Wood.
Motion carries by unanimous vote.

Respectfully submitted,

Katherine Holt

By: _____
Village President, Lael Miller

Attest: _____
Deputy Village Clerk, Katherine Holt

CALL TO ORDER

President Miller calls to order the Village of East Dundee Committee of the Whole Meeting at 6:00 pm.

ROLL CALL:

Trustees Gorman, Skillicorn, Selep, Wood, Lynam, Hall and President Miller.

Also in attendance Village Administrator Bob Skurla, Director of Public Works Jim Kelly, Chief of Police Terry Mee, Economic Development Director Doug Bergren, Marketing Director Karen Blair, and Deputy Village Clerk Katherine Holt.

PUBLIC COMMENT (Agenda Items only): None

OLD BUSINESS: None

NEW BUSINESS:

A. Ordinance of the Village of East Dundee, Illinois, Establishing a Parking Lot and Garage Lease Tax

President Miller said he had a long discussion with representatives from Plote and Palumbo regarding parking and how it would affect the Route 72 corridor. He said it opened his eyes to the need for transportation-related businesses in that area. He said that he wasn't aware that there are a number of service businesses looking to locate near the Enterprise car business to service their fleets. He said that he wants to get a better look at the big picture of how the Route 72 corridor has been evolving. He thinks the possibilities for Route 72 have changed from a year ago. Dan Shepard of Plote suggested that representatives from East Dundee, Plote and Palumbo work together to figure out what the vision and best use is for that area. Mr. Shepard proposed that an outside firm conduct a fiscal impact study with the cost of the study being split between the three parties. President Miller said there are many people in the village that this tax would impact and he wants to understand all the implications. He suggested tabling this item at this time and look at having an impact study done. Trustee Gorman said he is not in favor of the Village spending money on a study and feels that what happens to private land is up to the owners. He said he would like to review the Comprehensive Plan and the Dundee Crossings Transit and Redevelopment Study that the Village previously did because they may provide some value. Peter Bazos, the attorney representing Plote and Palumbo, said both owners are opposed to the tax but open to discussing the details of a fiscal impact study.

Pete, owner of Pete's a Towing, addressed the Board stating that he will also be charged a percentage of what he collects on storage. He said he is also regulated by various agencies on what he can charge. He said 50% of his impound tows are never picked up. He utilizes the storage fee that he collects to compensate for the vehicles that he does not get paid for. He asks the Board to consider how the proposed tax would impact his business.

President Miller said he would like to table this item until there is a better understanding of the issue and implications. He said all parties will sit down and talk about a plan.

Motion to table an Ordinance of the Village of East Dundee, Illinois, Establishing a Parking Lot and Garage Lease Tax by Skillicorn/Gorman.

Roll: Ayes – 6 – Trustees Lynam, Gorman, Skillicorn, Selep, Wood and Hall. Nays – 0. Absent – 0.
Motion carries.

A. Gas Cards for Cars

Administrator Skurla reported that the Village invested nearly \$20,000 into the Gas Cards for Cars program last year as well as the previous year. He said the results were \$75,000-\$80,000 in revenue to the Village from municipal tax, gasoline sales and car sales. He said this program plays out well for the news media, citizens and car dealerships. Trustee Gorman requested that when numbers are reported in the program summary, he would like to have a little more analytics to them. There was consensus of the Board to move forward with the Gas Cards for Cars program this year.

PUBLIC COMMENT (Non Agenda Items): None

EXECUTIVE SESSION: No

Motion to adjourn the Committee of the Whole Meeting at 6:52 pm by Skillicorn/Lynam.

Roll: Ayes – 7 – Trustees Gorman, Lynam, Selep, Skillicorn, Wood, Hall and President Miller. Nays – 0. Absent – 0. Motion carries, meeting adjourns.

Respectfully Submitted,

Katherine Holt

By: _____
Village President, Lael Miller

Attest: _____
Deputy Village Clerk, Katherine Holt

RESOLUTION NUMBER _____-15

**RESOLUTION DESIGNATING ZAIDA TORRES AS
VILLAGE TREASURER**

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village designate Finance Manager, Zaida Torres, as Village Treasurer.

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 One. That Finance Manager, Zaida Torres, is hereby designated as the Village Treasurer of the Village of East Dundee to serve as Village Treasurer and that Finance Manager, Zaida Torres, is hereby permitted to perform such other acts incidental to carrying out said position.

Section Two. 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 Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. 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 _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2015.

LAEL MILLER, President

Published in pamphlet form this _____ day of _____, 2015, under the authority of the President and Board of Trustees.

ATTEST:

Heather Maieritsch, Village Clerk

Recorded in the Village Records on _____, 2015.

RESOLUTION NUMBER _____15

**RESOLUTION AUTHORIZING ZAIDA TORRES TO ACT AS THE
INTERNATIONAL CITY/COUNCIL MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION (ICMA RC)
DELEGATE, AND REMOVE LINDA BLACKERBY**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the village of East Dundee to appoint Finance Director, Zaida Torres, as the International City/Council Management Association Retirement Corporation (ICMARC) Delegate to act as the Plan Coordinator for the Village’s 941 Plan and Post-Retirement Health Savings Account and to replace Linda Blackerby; and

WHEREAS, it is deemed that Zaida Torres as the Finance Director for the Village of East Dundee, is the appropriate individual to be appointed as the ICMARC delegate.

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

Section One. That the President and the Board of Trustees of the Village of East Dundee hereby appoint Zaida Torres, Finance Director, as the ICMARC Delegate to act as the Plan Coordinator for the Village’s 941 Plan and Post-Retirement Health Savings Account, and remove Linda Blackerby as the Village’s ICMARC Delegate.

Section Two. 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 ordinance.

Section Three. Repeal. 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 Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form if publication is required by law.

Adopted this _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2015.

LAEL MILLER, President

Published in pamphlet form this _____ day of _____, 2015, under the authority of the President and Board of Trustees.

ATTEST:

Village Clerk

Recorded in the Village Records on _____, 2015.

RESOLUTION NUMBER ____-15

RESOLUTION DESIGNATING FINANCE MANAGER, ZAIDA TORRES, AS AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL EMPLOYEES RETIREMENT FUND (IMRF)

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village designate Finance Manager, Zaida Torres, as Illinois Municipal Retirement Fund (IMRF) agent.

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 One. That Finance Manager, Zaida Torres, is hereby designated as the Village's authorized representative to the Illinois Municipal Retirement Fund (IMRF) to act on behalf of the Village with the following powers:

1. To file on behalf of the Village petitions for nomination of the Executive Trustee of the IMRF; and
2. To cast ballots on behalf of the Village in any election held for an Executive Trustee of IMRF.

Section Two. That Finance Manager, Zaida Torres, is hereby authorized and directed to complete the Notice of Appointment of Authorized Agent to the Illinois Municipal Retirement Fund in the form attached hereto and designated IMRF Form 2.20. Further, the Clerk of the Village is hereby authorized to certify said Notice of Appointment.

Section Three. 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 Four. Repeal. All ordinances, resolutions, motions or parts thereof in conflict

herewith shall be and the same are hereby repealed.

Section Five. Publication. 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 _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2015.

LAEL MILLER, President

Published in pamphlet form this _____ day of _____, 2015, under the authority of the President and Board of Trustees.

ATTEST:

Heather Maieritsch, Village Clerk

Recorded in the Village Records on _____, 2015.

RESOLUTION NUMBER _____-15

**RESOLUTION NAMING THE VILLAGE OF EAST DUNDEE'S
DELEGATE FOR THE ILLINOIS MUNICIPAL LEAGUE RISK
MANAGEMENT AGENCY (IMLRMA)**

WHEREAS, the Village of East Dundee adopted IML Risk Management by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by select one (1) person to represent that body; and

WHEREAS, the corporate authorities of the Village of East Dundee appointed Zaida Torres to represent the Village beginning October 20, 2015;

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 One. That the corporate authorities of the Village of East Dundee hereby appoint Zaida Torres as a delegate to the IML Risk Management beginning October 20, 2015

Section Two. 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 Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. 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 _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2015.

LAEL MILLER, President

Published in pamphlet form this _____ day of _____, 2015, under the authority of the President and Board of Trustees.

ATTEST:

Heather Maieritsch, Village Clerk

Recorded in the Village Records on _____, 2015.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 311 BARRINGTON AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, respectively, adopted by the Corporate Authorities on June 16, 2008, approved a redevelopment plan and project for the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area (the “*Redevelopment Plan*”); designated the Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act; and adopted tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the “*BD District*”), which was amended by Ordinance No. 11-19 on April 11, 2011, to add certain properties to this commercial district as described therein, and to impose a retailers’ occupation tax and service occupation tax (the “*BD Taxes*”) in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the amended commercial district to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the “*BD Plan*”); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance No. 13-05 on March 18, 2013, adding additional properties to the BD District and changing the name of the BD District to the “Downtown and Dundee Crossing Business Development District”; and,

WHEREAS, on March 30, 2015, the Corporate Authorities, after a public hearing, amended the BD District and BD Plan by Ordinance No. 15-16 to increase the rate of the BD Taxes imposed upon all commercial operations within the boundaries of the BD District, as amended in 2011 and 2013, from one-half of one percent (1/2%) to three-fourths of one percent (3/4%); and,

WHEREAS, the Village has been informed by 311 Barrington Avenue, LLC, an Illinois limited liability company (the “*Developer*”), that the Developer acquired certain property located within the Redevelopment Project Area, commonly known as 311 Barrington Avenue,

East Dundee, Illinois 60118 (the “*Subject Property*”), and intends to construct a two-story building with 24,500 square feet of residential space consisting of eleven (11) apartments (2 studio units, 7-one bedroom units 4 two-bedroom units), and approximately 13,725 square feet of retail space; and,

WHEREAS, the Developer has informed the Village that it is able to proceed with the redevelopment of the Subject Property and undertake the Project only with financial assistance available through the BDD Act and the TIF Act; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BD District and the Redevelopment Project Area and will continue to impair growth and development but for the use of the BD Taxes as imposed within the BD District pursuant to the BDD Act and the use of tax increment allocation financing to assist the Developer to pay certain “redevelopment project costs” to be incurred by the Developer to undertake the Project; and,

WHEREAS, the Corporate Authorities have determined that such economic development incentives for the benefit of the Developer and the completion of the Project by the Developer pursuant to the Redevelopment Agreement for the Redevelopment of 311 Barrington Avenue, East Dundee, Cook and Kane Counties, Illinois by and between the Village and the Developer are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the BD Plan and the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts, and adding to the welfare and prosperity of the Village and its inhabitants.

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. That the Redevelopment Agreement for the Redevelopment of 311 Barrington Avenue, East Dundee, Cook and Kane Counties, Illinois by and between the Village of East Dundee, Cook and Kane Counties, Illinois and 311 Barrington Avenue, LLC, an Illinois limited liability company, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2. That the Village President and Village Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Village President and the Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, this ____ day of _____, A.D. 2015, pursuant to a roll call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me, as Village President of the Village of East Dundee, Cook and Kane Counties, Illinois, this _____ day of _____, A.D. 2015.

Village President

Attest:

Village Clerk

**REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF
311 BARRINGTON AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS**

THIS AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of October 2015, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and 311 Barrington Avenue, LLC, an Illinois limited liability company (the “*Developer*”).

PREAMBLES

WHEREAS, the Village is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the Village in which existing conditions permit such area to be classified as a “blighted area,” as such term is defined in Section 11-74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 08-34, adopted by the Corporate Authorities on June 16, 2008, approved a redevelopment plan and project for the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area (the “*Redevelopment Plan*”); and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Nos. 08-35 and 08-36, respectively, adopted by the Corporate Authorities on June 16, 2008, designated the Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act, and adopted tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), the Corporate Authorities are empowered to undertake the development or redevelopment of business districts within the municipal boundaries of the Village which are in need of revitalization; and,

WHEREAS, pursuant to the BDD Act, on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the “*BD District*”), which was amended by Ordinance No. 11-19 on

April 11, 2011, to add certain properties to this commercial district as described therein, and to impose a retailers' occupation tax and service occupation tax (the "*BD Taxes*") in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the amended commercial district to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the "*BD Plan*"); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, adding additional properties and changing the name of the BD District to the "Downtown and Dundee Crossings Business Development District"; and,

WHEREAS, on March 30, 2015, the Corporate Authorities, after a public hearing, amended the BD District and BD Plan by Ordinance No. 15-16 to increase the BD Taxes in the amount of one quarter of one percent (1/4%) thereby resulting in BD taxes of three quarters of one percent (3/4%) on all commercial operations within the BD District; and,

WHEREAS, the Village has been informed by the Developer that the Developer acquired certain property located within the Redevelopment Project Area, commonly known as 311 Barrington Avenue, East Dundee, Illinois 60118, and legally described on *Exhibit A* attached hereto and made a part hereof (the "*Subject Property*"), and intends to construct a two-story building with 24,500 square feet of residential space consisting of eleven (11) apartments (2 studio units, 7-one bedroom units 4 two-bedroom units), and approximately 13,725 square feet of retail space (the "*Project*"); and,

WHEREAS, the Developer has informed the Village that it is able to proceed with the redevelopment of the Subject Property and undertake the Project only with financial assistance available through the BDD Act and the TIF Act; and,

WHEREAS, the redevelopment of the Subject Property is consistent with the approved BD Plan and Redevelopment Plan and this Project shall further the goals and objectives of the BD Plan and Redevelopment Plan; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BD District and the Redevelopment Project Area and will continue to impair growth and development but for the use of the retailers' occupation tax and service occupation tax as imposed within the BD District pursuant to the BDD Act and the use of tax increment allocation financing to assist the Developer to pay certain "redevelopment project costs" to be incurred by the Developer to undertake the Project; and,

WHEREAS, the Corporate Authorities have determined that such economic development incentives for the benefit of the Developer and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts and adding to the welfare and prosperity of the Village

and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals. The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Term. Unless earlier terminated pursuant to Section 11 hereof, the term of this Agreement shall commence on the date of execution and terminate on the first to occur of (i) payment to the Developer the lesser of twenty-eight percent (28%) of the total costs of the Project (the “*Project Costs*”), or a maximum of \$971,352.00 and the purchase of the parking lot for \$150,000; or, (ii) December 31, 2031.

Section 3. Developer’s Obligations.

(a) The Developer covenants and agrees that upon completion of the acquisition of the Subject Property and the completion of the Project, the Developer shall have invested in the Subject Property and the Project a minimum sum of \$3,469,113.00.

(b) Within 30 days of the execution of this Agreement, the Developer shall have delivered to the Village all of the required plans and specifications for the Project and shall have obtained all permits as may be required from the Village or any other government or agency having jurisdiction over the Project and the Subject Property.

(c) Construction of the Project shall be commenced on or before December 1, 2015 after the Developer has obtained all necessary permits and governmental approvals. The Developer shall complete construction of the Project no later than twenty-four (24) months thereafter, subject to *force majeure*. The Developer shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the “*Prevailing Wage Act*”), as may be required.

Section 4. Village Obligations.

(a) The Village shall permit the Developer to pay all permit fees, license fees, *etc.*, due and owing to the Village over a period of three (3) years, the first payment of one-third (1/3) of the total being due upon approval of the building permit, the second payment of one-third (1/3) of the total being due on the first anniversary of the first payment and the final payment of the balance due and owing to the Village shall be paid on the second anniversary of the date of the first payment.

(b) The Village agrees to purchase from the Developer a lot of approximately _____ square feet for a purchase price of \$150,000 and construct a public parking lot which parking lot shall be completed and available for public use on or before the issuance of a certificate of occupancy for any component of the Project. Title to said parking lot shall be conveyed to the Village by a Warranty Deed, free and clear of all encumbrances subject only to

taxes which have accrued but are not yet due and payable for which a credit shall be given to the Village at the time of conveyance.

(c) In consideration of the construction of the Project and the redevelopment by the Developer of the Subject Property in accordance with the terms of this Agreement, so long as no event described in Section 11 of this Agreement shall have occurred and be continuing, and the Developer has satisfied all of its obligations under Section 3 hereof, the Village shall reimburse the Developer for specific costs to be incurred by the Developer for the Project as itemized on *Exhibit B* which qualify as “redevelopment project costs” under the TIF Act and the BDD Act (the “*Redevelopment Project Costs*”) subject to the limitations of this Agreement. The aggregate payments to the Developer shall in no event exceed the lesser of twenty-eight percent (28%) of the total Redevelopment Project Costs or \$971,351 (which includes the purchase price of the parking lot of \$150,000 pursuant to (b) above). For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “business district project costs” in Section 11-74.3-5 of the BDD Act as from time to time amended and “redevelopment project costs” as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended.

(d) The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the BDD Act and the TIF Act, all amendments to the BDD Act and the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations of such Acts rendered during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

(d) The Village shall reimburse the Developer for Redevelopment Project Costs pursuant to this Agreement from amounts on deposit from time to time in the 311 Barrington Avenue Subaccount (hereinafter defined), as follows:

- (i) On December 1 for a period of two (2) years following the receipt of Incremental Taxes reflecting the full assessment of a developed property [or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes (as defined below) from the second installment of real estate taxes], seventy-five percent (75%) of the monies credited to the Staff Allocation Fund of the Village (the “STAF”) established by the Village pursuant to Ordinance No. 08-36 with respect to the Subject Property shall be transferred and deposited into a special account to be known as the “311 Barrington Avenue Subaccount” (which 311 Barrington Avenue shall be automatically be created by the Ordinance approving this Agreement) and used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement.
- (ii) On December 1 of each year after two (2) years of full assessment of the Subject Property [or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes (as defined below)]

from the second installment of real estate taxes], fifty percent (50%) of the monies credited to the STAF with respect to the Subject Property shall be transferred and deposited into the 311 Barrington Avenue Subaccount and used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement.

- (iii) On December 1 of each year during the term of this Agreement, the Village shall deposit into the 311 Barrington Avenue Subaccount, one hundred percent (100%) of all BD Taxes received by the Village as a result of the operation of any retail business located at the Subject Property.
- (iv) Any Redevelopment Project Costs not reimbursed shall be held over and paid annually in the future as funds in the 311 Barrington Avenue Subaccount become available.
- (v) In the sole discretion of the Village, Incremental Taxes on deposit in the 311 Barrington Avenue Subaccount may be substituted with BD Taxes.

THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE FROM INCREMENTAL REAL ESTATE TAXES AND BD TAXES DEPOSITED IN THE 311 BARRINGTON AVENUE SUBACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements, which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized assessed value of the Subject Property.

Section 5. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project.

(b) To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall submit to the Village Administrator a written statement in the form attached to this Agreement as *Exhibit C* (a "Request for Reimbursement") setting forth the amount of payment and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the Village Administrator shall reasonably require to evidence the right of the Developer to reimbursement in an amount not to exceed the lesser of twenty-eight percent (28%) of the actual Redevelopment Project Costs or \$971,351 (including the purchase price of the parking lot of \$150,000). All receipts shall contain the date of service, type of service, location of service, amount due, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. The Village Administrator or his designated agent shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove any of the expenditures for

which reimbursement is sought. If said Request for Reimbursement is not approved, the Village Administrator shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure is not an eligible Redevelopment Project Cost (as defined by this Agreement); (ii) such expenditure is not an expenditure included in the itemized list of costs of the Project set forth on *Exhibit B*; (iii) such expenditure was not incurred and the construction was not completed by the Developer in accordance with the Legal Requirements (as hereinafter defined) and the provisions of this Agreement, including without limitation all permits issued by the Village; or (iv) there is an outstanding notice of default for failure to comply with the Legal Requirements and/or the provisions of this Agreement.

Section 6. No Liability of Village to Others for Developer's Expenses.

Except as otherwise provided in this Agreement with respect to economic development incentives, the Village shall have no obligations to pay Project Costs or to make any payments to any person other than the Developer, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Project.

Section 7. Compliance with Applicable Laws.

(a) The Developer shall construct the Project in accordance with the approved plans and permits and at all times maintain the Subject Property in conformance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village (collectively referred to as the "*Legal Requirements*").

(b) The Developer shall pay, when due, all amounts due and owing to the Village, including but not limited to, permit fees, taxes, transfer taxes, licensing fees and any other tax or fee assessed against the Developer by the Village.

(c) The Developer shall abide by all laws of the State of Illinois, the federal government and any agency having jurisdiction over the Developer or the Subject Property.

Section 8. The Developer's Representations and Warranties.

In addition to the other representations, warranties, covenants and agreements of the Developer set forth in this Agreement, the Developer represents and warrants as follows:

(a) The Developer is an Illinois limited liability company and is authorized to enter into, and by proper corporate action has been duly authorized to execute, deliver and perform this Agreement. The Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To the Developer's knowledge, there are no actions, suits or similar proceedings

pending or threatened before any court or governmental or administrative body or agency affecting the Developer which would result in any material adverse change to the Developer's financial condition or which would materially and adversely affect the ability of the Developer to complete the Project and operate its Business.

(b) The Developer covenants that no officer, employee or agent of the Developer, or any other person connected with the Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with the Village, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with the Village.

Section 9. No Discrimination.

(a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Notwithstanding the foregoing, the Developer may employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property or in the construction of the Project. Neither the Developer nor any person claiming under or through the Developer shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of any portion of the Subject Property.

Section 10. Developer Indemnification.

The Developer shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer or any contractor, subcontractor or agent of employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction of the Project or out of any use of the Subject Property; (ii) any default or breach of the terms of this Agreement by the Developer; (iii) the failure of the Developer or its contractors and subcontractors to comply with the Prevailing Wage Act or any Legal Requirements; or (iv) any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer

shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, officials, agents, employees or contractors.

Section 11. Default – Remedies.

(a) If the Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Village shall provide the Developer with a written statement setting forth the default of the Developer. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer fails to cure any default after the expiration of the cure period described in subparagraph (a), the Village may terminate this Agreement or seek specific performance; provided however, that if the Developer's failure to cure is with respect to its failure to commence to construct the Project in accordance with Section 3(c), then the Village's sole remedy shall be to terminate this Agreement.

(c) If the Village defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Developer shall provide the Village with a written statement setting forth the default. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Village is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. In the event of a breach of this Agreement by the Village, the Developer may institute legal action for specific performance against the Village and the Developer shall be entitled to recover monetary damages limited to amounts due to the Developer and unpaid under this Agreement.

(d) Upon any dispute between the parties under this Agreement, the prevailing

party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) Neither party to this Agreement shall be entitled to or shall have liability for consequential or punitive damages under the provisions, terms or conditions of this Agreement

(f) It is hereby agreed by the Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against the Village, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by the Village pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by the Village.

Section 12. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2015, and for each subsequent year during the term of this Agreement. The Developer shall deliver to the Village authorization as may be required for the Illinois Department of Revenue to release any sales tax reports attributable to the Developer's business operations.

Section 13. Notices.

All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to the Village: Village of East Dundee
c/o Village
Administrator
120 Barrington
Avenue
East Dundee, Illinois 60118

With a copy to: Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964

Chicago, Illinois 60604

If to the Developer: 311 Barrington Avenue Lofts, LLC

With a copy to:

Section 14. Time is of the Essence; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 16. Severability.

If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this

Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 17. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Kane County, Illinois.

Section 18. Amendments.

This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the Village and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 19. Third Parties.

Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

Section 20. Waiver.

Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 21. Assignment.

The Developer may not assign its rights or obligations under this Agreement without the express written consent of the Village, which approval shall not be unreasonably withheld, conditioned upon demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and perform all of the Developer's obligations under this Agreement. Notwithstanding the foregoing, the Village hereby approves, and no prior consent, but with prior notice to the Village, shall be required in connection with the right of the Developer to encumber or collaterally assign its interest in this Agreement to secure loans, advances or extensions of credit, to finance or, from time to time refinance, all or any part of the costs of the Project.

Section 22. No Joint Venture, Agency or Partnership Created.

Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 23. No Personal Liability of Officials of the Village.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of the Village, in his or her individual capacity, and no official, officer, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 24. Actions Contesting the Validity of the Redevelopment Plan or Designation of the Redevelopment Project Area.

The Village shall not be required to defend any actions contesting the Redevelopment Plan or the designation of the Redevelopment Project Area.

Section 25. Term.

The term of this Agreement shall commence upon the execution of the parties and terminate on the earlier of: (i) payment to the Developer of an amount not to exceed the lesser of \$971,251 (including the purchase price of the parking lot of \$150,000) or twenty-eight percent (28%) of the actual costs of the Project; or, (ii) December 31, 2031.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

Village of East Dundee, an Illinois municipal corporation

By: _____
President

Attest:

Village Clerk

311 Barrington Avenue, LLC an Illinois limited liability company

By: _____
Its President

Exhibit A

Legal Description of the Subject Property

311 Barrington Avenue, East Dundee, IL 60118

PIN# 03-23-304-007

Exhibit B

*Project Costs
(See attached)*

**TurnKEY CONSTRUCTION CO.
SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR
TO OWNER AND TO CHICAGO TITLE INSURANCE COMPANY**

State of: Illinois

05/01/15

costs 4B

County of: Kane

Escrow #:

The affiant, _____ being first duly sworn, on each disposes that he is owner of TurnKEY Construction Co. 450 Shepard Drive, Suite 1 Elgin, IL 60123 that has contract with _____ owner for the following premises in said County to wit: Building located at; 311 Barrington Avenue, East Dundee, IL 60188

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

CONTRACTOR SQ FT/Qt/L-sum	TRADE	CONTRACT AMOUNT		Total Contract	THIS PAYMENT	BALANCE TO BECOME DUE
1	Land 315	\$482,000.00	Lump Sum	\$482,000.00		
1	interest	\$58,764.00	Lump Sum	\$58,764.00		
24400	Architectural	\$2.58	Per Sq. Ft	\$63,000.00		
310	Awnings	\$56.00	per lin foot	\$17,360.00		
24400	carpentry	\$8.00	Per Sq. Ft	\$195,200.00		
730	Caulking	\$3.50	per lin foot	\$2,555.00		
16000	commercial flooring	\$3.75	Per Sq. Ft	\$63,000.00		
340	Deck/Patio	\$12.00	Per Sq. Ft	\$4,080.00		
	exterior deck - restaurant	\$17.00	Per Sq. Ft	\$20,000.00		
24400	Drywall	\$5.50	Per Sq. Ft	\$134,200.00		
30	Dumpsters/waste	\$250.00	per dump	\$7,500.00		
24400	Electric	\$11.00	Per Sq. Ft	\$268,400.00		
1	Elevator	\$36,000.00	Lump Sum	\$36,000.00		
13	Exterior doors/Hardware	\$1,500.00	Lump Sum	\$19,500.00		
24400	Fire Alarm	\$1.00	Per Sq. Ft	\$24,400.00		
28	Fire Extinguishers	\$50.00	Per Sq. Ft	\$1,400.00		
925	Gutters	\$6.90	per lin foot	\$6,382.50		
24400	HVAC	\$9.50	Lump Sum	\$231,800.00		
24400	insulation	\$0.80	Per Sq. Ft	\$19,520.00		
22000	Insurance	\$0.26	Per Sq. Ft	\$5,720.00		
29	Light Fixtures	\$350.00	Lump Sum	\$10,150.00		
24400	Lumber	\$1.85	Per Sq. Ft	\$45,140.00		
11300	Masonry	\$13.00	Per Sq. Ft	\$146,900.00		
1	3D Renderings	\$3,500.00	Per Sq. Ft	\$3,500.00		
14000	Painting-Interior/Exterior	\$2.50	Per Sq. Ft	\$35,000.00		
24400	permits	\$1.40	Lump Sum	\$34,160.00		
24400	Plumbing	\$7.30	Per Sq. Ft	\$178,120.00		
750	roofing/ Patio Decking	\$15.00	Per Sq. Ft	\$11,250.00		
15000	Security system	\$0.52	Lump Sum	\$7,800.00		
1	commercial incentives		Per Sq. Ft	\$50,000.00		
7	Signage/backing	\$1,000.00	Per Sq. Ft	\$7,000.00		
24400	Sprinklers	\$2.10	Per Sq. Ft	\$51,240.00		
2	Stairways	\$18,000.00	Per Sq. Ft	\$36,000.00		
0	Steel	\$3.20	Lump Sum	\$0.00		
8	Steel Doors/Frames	\$1,500.00	per Door	\$12,000.00		
2800	Store Front Glass	\$26.00	Per Sq. Ft	\$72,800.00		
7	Toilet accessories	\$2,000.00	Per Sq. Ft	\$14,000.00		
7	Trailer Storage	\$220.00	Lump Sum	\$1,540.00		
24400	Trusses	\$3.30	Per Sq. Ft	\$80,520.00		
1	Windows		Lump Sum	\$95,000.00		
1500	Thin Brick entry	\$5.00	Per Sq. Ft	\$7,500.00		
Apartments						
11	Mirrors & shower doors	\$1,500.00	Per Sq. Ft	\$16,500.00		
11	Cabinets	\$7,000.00	Per Unit	\$77,000.00		
11	appliances	\$2,500.00	Per Unit	\$27,500.00		

11	interior trim	\$6,500.00	Per Unit	\$71,500.00	
11	Flooring	\$3,500.00	Per Sq. Ft	\$38,500.00	
11	countertops	\$2,000.00	Per Sq. Ft	\$22,000.00	
	roof glass	\$10.00	Per Sq. Ft		
300	patio decking	\$22.00	Per Sq. Ft	\$6,600.00	
11	closet shelving	\$452.00	Per Unit	\$4,972.00	
4320	thin Brick	\$5.20	Per Sq. Ft	\$22,464.00	
11	Light Fix/Fans	\$1,500.00	Per Unit	\$16,500.00	
Site work					
66320	Civil Engineering	\$0.38	Per Sq. Ft	\$25,000.00	
	sewer & Water	In Paving	Per Sq. Ft		
	Landscape design	\$2,500.00	Lump Sum	\$2,500.00	
	storm	In Paving	Per Sq. Ft		
1	landscaping	\$35,000.00	Lump Sum	\$35,000.00	
74	paving	\$5,910.00	per stall	\$437,340.00	
	excavating	In paving	Per Sq. Ft		
1	Dumpster Enclosure	\$20,000.00	Per Sq. Ft	\$20,000.00	
1	Utilities	\$32,000.00	Per Sq. Ft	\$27,215.50	
1	Surveying	\$2,500.00	Lump Sum	\$2,500.00	
660	Curbs	\$22.00	per lin foot	\$14,520.00	
11	Lighting	\$1,500.00	Lump Sum	\$16,500.00	
1	demo exist bldg	\$15,000.00	Lump Sum	\$15,000.00	
1	Topo & flood plain plans	\$3,600.00	Lump Sum	\$3,600.00	
	General contracting	10%	Percentage	\$250,000.00	
TOTAL				\$3,713,113.00	

AMT. OF ORIGINAL CONTRACT	\$3,713,113.00	WORK COMPLETED TO DATE	\$ -
EXTRAS TO CONTRACT	\$0.00	LESS %RETAINED	\$ -
TOTAL CONTRACT & EXTRAS	\$3,713,113.00	NET AMOUNT EARNED	\$ -
CREDITS TO CONTRACT	\$0.00	NET PREVIOUSLY PAID	\$ -
ADJUSTED TOTAL CONTRACT	\$3,713,113.00	NET AMOUNT OF THIS PAYMENT	\$ -
		BALANCE TO BECOME DUE	\$ -

#4B
\$152.18

3
\$2,984,869.00

IT IS UNDERSTOOD THAT THE TOTAL AMOUNT PAID TO DATE PLUS THE AMOUNT REQUESTED IN THIS APPLICATION SHALL NOT EXCEED _____% OF THE COST OF WORK COMPLETED TO DATE.

I AGREE TO FURNISH WAIVERS OF LIEN FOR ALL MATERIALS UNDER MY CONTRACT WHEN DEMANDED.

Subscribed and sworn to me before this _____ day of _____.

The above sworn statement should be obtained by the owner before each and every payment.

Exhibit C

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

[DATE]

Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118
Attention: Village Administrator

Re: Redevelopment Agreement, dated _____, 2015, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, and 311 Barrington Avenue, LLC (the "Developer")

Dear Village Administrator:

You are requested to disburse funds from the 311 Barrington Avenue Subaccount pursuant to Section 5 of the Redevelopment Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: _____
2. AMOUNT TO BE DISBURSED: _____
3. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 2 above were made or incurred and were necessary for the construction of the Project and were made or incurred in accordance therewith;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;

- (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the itemization of Project Costs described in Section 4 of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs the total of which requested to date does not exceed the lesser of twenty-eight (28%) of the total redevelopment project costs or \$971,351.00 (including the purchase price of the parking lot of \$150,000); and,
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
5. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and a copy of the Eligible Redevelopment Project Cost Schedule on which it has been noted all eligible Redevelopment Project Costs heretofore reimbursed to the Developer.

APPROVED:

VILLAGE OF EAST DUNDEE

By: _____
Village President

311 Barrington Avenue, LLC

By: _____

Ordinance No. _____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT FOR THE
REDEVELOPMENT OF 611 EAST MAIN STREET, UNITS 111, 113 AND 303
EAST DUNDEE, ILLINOIS**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, respectively, adopted by the Corporate Authorities on June 16, 2008, approved a redevelopment plan and project for the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area (the “*Redevelopment Plan*”); designated the Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act; and adopted tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the “*BD District*”), which was amended by Ordinance No. 11-19 on April 11, 2011, to add certain properties to this commercial district as described therein, and to impose a retailers’ occupation tax and service occupation tax (the “*BD Taxes*”); and amended on March 18, 2013 by Ordinance 13-05 changing the name of the BD District to the “Downtown and Dundee Crossing Business Development District in connection with the planning, execution and implementation of the Development Plan (the “*BD Plan*”); and,

WHEREAS, the Village has been informed by Lande Sanusi (the “*Developer*”), that the Developer acquired certain property located within the Redevelopment Project Area, commonly known as 611 East Main Street, Units 111, 113 and 303, East Dundee, Illinois 60118 (the “*Subject Property*”), and intends to establish a cultural arts center and banquet hall (the “*Project*”); and,

WHEREAS, the Developer has informed the Village that it is able to proceed with the redevelopment of the Subject Property and undertake the Project only with financial assistance available through the BDD Act and the TIF Act; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BD District and the Redevelopment Project Area and will continue to impair growth and development but for the use of the BD Taxes as imposed within the BD District pursuant to the

BDD Act and the use of tax increment allocation financing to assist the Developer to pay certain “redevelopment project costs” to be incurred by the Developer to undertake the Project; and,

WHEREAS, the Corporate Authorities have determined that such economic development incentives for the benefit of the Developer and the completion of the Project by the Developer pursuant to the Redevelopment Agreement for the Redevelopment of 611 east Main street, Units 111, 113 and 303, East Dundee, Illinois by and between the Village and the Developer are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the BD Plan and the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts, and adding to the welfare and prosperity of the Village and its inhabitants.

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: That the *REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 611 EAST MAIN STREET, UNITS 111, 113 AND 303 EAST DUNDEE, ILLINOIS (LANDE SANUSI, CULTURE OF AFRICA FOR KIDS EVERYWHERE)* by and between the Village of East Dundee, Cook and Kane Counties, Illinois and Lande Sanusi, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2: That the Village President and Village Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Village President and the Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, this ____ day of _____, 2015, pursuant to a roll call vote, as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me, as Village President of the Village of East Dundee, Cook and Kane Counties, Illinois, this ____ day of _____, 2015.

Village President

Attest:

Village Clerk

**REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF
611 EAST MAIN STREET, UNITS 111, 113 AND 303
EAST DUNDEE, ILLINOIS
(LANDE SANUSI, CULTURE OF AFRICA FOR KIDS EVERYWHERE)**

THIS AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of October 2015, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and Lande Sanusi d/b/a Culture of Africa for Kids Everywhere (C.A.K.E.) (the “*Developer*”).

PREAMBLES

WHEREAS, the Village is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the Village in which existing conditions permit such area to be classified as a “blighted area,” as such term is defined in Section 11-74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 08-34, adopted by the Corporate Authorities on June 16, 2008, approved a redevelopment plan and project for the Village of East Dundee Downtown Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area (the “*Redevelopment Plan*”); and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Numbers 08-34, 08-35 and 08-36, respectively, adopted by the Corporate Authorities on June 16, 2008, designated the Downtown Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act, and adopted tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), the Corporate Authorities are empowered to undertake the development or redevelopment of business districts within the municipal boundaries of the Village which are in need of revitalization; and,

WHEREAS, pursuant to the BDD Act, on September 29, 2008, the Corporate Authorities, after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business

District (the “*BD District*”), which was amended by Ordinance No. 11-19 on April 11, 2011, to add certain properties to this commercial district as described therein, and to impose a retailers’ occupation tax and service occupation tax (the “*BD Taxes*”) in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the amended commercial district to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the “*BD Plan*”); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, adding additional properties and changing the name of the BD District to the “Downtown and Dundee Crossings Business Development District”; and,

WHEREAS, on March 30, 2015, the Corporate Authorities, after a public hearing, amended the BD District and BD Plan by Ordinance No. 15-16 to increase the BD Taxes in the amount of one quarter of one percent (1/4%) thereby resulting in BD taxes of three quarters of one percent (3/4%) on all commercial operations within the BD District; and,

WHEREAS, the Village has been informed by the Developer that the Developer acquired certain property located within the Redevelopment Project Area, commonly known as 611 East Main Street, Units 111, 113 and 303, East Dundee, Illinois 60118, and legally described on *Exhibit A* attached hereto and made a part hereof (the “*Subject Property*”), and intends to develop a cultural arts center and a banquet hall (the “*Project*”); and,

WHEREAS, the Developer has informed the Village that it is able to proceed with the redevelopment of the Subject Property and undertake the Project only with financial assistance available through the BDD Act and the TIF Act; and,

WHEREAS, the redevelopment of the Subject Property is consistent with the approved BD Plan and Redevelopment Plan and this Project shall further the goals and objectives of the BD Plan and Redevelopment Plan; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BD District and the Redevelopment Project Area and will continue to impair growth and development but for the use of the retailers’ occupation tax and service occupation tax as imposed within the BD District pursuant to the BDD Act and the use of tax increment allocation financing to assist the Developer to pay certain “redevelopment project costs” to be incurred by the Developer to undertake the Project; and,

WHEREAS, the Corporate Authorities have determined that such economic development incentives for the benefit of the Developer and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts and adding to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1: Incorporation of Recitals. The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2: Term. Unless earlier terminated pursuant to Section 11 hereof, the term of this Agreement shall commence on the date of execution and terminate on the first to occur of (i) payment of one hundred percent (100%) of the real estate taxes paid for calendar year 2014 on the Subject Property and fifty percent (50%) of the real estate taxes paid for calendar years 2015 and 2016; or (ii) December 31, 2018.

Section 3: Developer's Obligations

(a) The Developer covenants and agrees to complete the acquisition of the Subject Property and complete the development of the Project.

(b) The Developer shall complete construction of the Project Before December 31, 2015, subject to *force majeure*. The Developer shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "*Prevailing Wage Act*"), as may be required.

(c) The Developer shall operate a cultural arts center and a banquet hall.

Section 4: Village Obligations

(a) In consideration of the construction of the Project and the redevelopment by the Developer of the Subject Property in accordance with the terms of this Agreement, so long as no event described in Section 11 of this Agreement shall have occurred and be continuing, and the Developer has satisfied all of its obligations under Section 3 hereof, the Village shall reimburse the Developer for certain costs to be incurred by the Developer for the Project as itemized on *Exhibit B* (the "*Redevelopment Project Costs*") subject to the limitations and authorization of the BDD Act, the TIF Act and this Agreement. **The aggregate payments to the Developer shall in no event exceed one hundred percent (100%) of the real estate taxes paid for calendar year 2014 on the Subject Property and fifty percent (50%) of the real estate taxes paid for calendar years 2015 and 2016.** For purposes of this Agreement, "*Redevelopment Project Costs*" shall mean and include all costs defined as "*business district project costs*" in Section 11-74.3-5 of the BDD Act as from time to time amended and "*redevelopment project costs*" as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended.

(b) The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the BDD Act and the TIF Act, all amendments to the BDD Act and the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations of such Acts rendered during the

term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

(c) The Village shall reimburse the Developer for Redevelopment Project Costs pursuant to this Agreement from amounts on deposit from time to time in the **611 East Main Street Units 111, 113 and 303 Subaccount** (hereinafter defined), as follows:

- (i) On December 1 or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes (as defined below) from the second installment of real estate taxes, those monies credited to the Staff Allocation Fund of the Village (the "STAF") established by the Village pursuant to Ordinance No. 08-36 with respect to the Subject Property shall be transferred and deposited into a special account to be known as the "611 East Main Street Units 111, 113 and 303 Subaccount" which shall be automatically be created by the Ordinance approving this Agreement and used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement.
- (ii) On December 1 or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes (as defined below) from the second installment of real estate taxes, the monies credited to the STAF with respect to the Subject Property shall be transferred and deposited into the 611 East Main Street Units 111, 113 and 303 Subaccount and used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement.
- (iii) On December 1 of each year during the term of this Agreement, the Village shall deposit into the 611 East Main Street Units 111, 113 and 303 Subaccount, one hundred percent (100%) of all BD Taxes received by the Village as a result of the operation of any retail business located at the Subject Property.
- (iv) Any Redevelopment Project Costs not reimbursed shall be held over and paid annually in the future as funds in the 611 East Main Street Units 111, 113 and 303 Subaccount become available.
- (v) In the sole discretion of the Village, Incremental Taxes on deposit in the 611 East Main Street Units 111, 113 and 303 Subaccount may be substituted with BD Taxes.

THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE FROM INCREMENTAL REAL ESTATE TAXES AND BD TAXES DEPOSITED IN THE 611 EAST MAIN STREET UNITS 111, 113 and 303 SUBACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes,

if any, paid in respect of the Subject Property and its improvements, which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized assessed value of the Subject Property.

Section 5: Procedures for and Application of Reimbursement to the Developer

(a) The Developer shall advance all funds and all costs necessary to acquire the Subject Property and complete the Project.

(b) To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall submit to the Village Administrator a written statement in the form attached to this Agreement as *Exhibit C* (a “*Request for Reimbursement*”) setting forth the amount of payment and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such tax bills, paid receipts, contracts, invoices, lien waivers or other evidence as the Village Administrator shall reasonably require to evidence the right of the Developer to reimbursement in an amount not to exceed **one hundred percent (100%) of the real estate taxes paid for calendar year 2014 on the Subject Property and fifty percent (50%) of the real estate taxes paid for calendar years 2015 and 2016**. All receipts shall contain the date of service, type of service, location of service, amount due, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. The Village Administrator or his designated agent shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the Village Administrator shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure is not an eligible Redevelopment Project Cost (as defined by this Agreement); (ii) such expenditure is not an expenditure included in the itemized list of costs of the Project set forth on *Exhibit B*; (iii) such expenditure was not incurred and the construction was not completed by the Developer in accordance with the Legal Requirements (as hereinafter defined) and the provisions of this Agreement, including without limitation all permits issued by the Village; or (iv) there is an outstanding notice of default for failure to comply with the Legal Requirements and/or the provisions of this Agreement.

Section 6: No Liability of Village to Others for Developer's Expenses

Except as otherwise provided in this Agreement with respect to economic development incentives, the Village shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Project.

Section 7: Compliance with Applicable Laws

(a) The Developer shall construct the Project in accordance with the approved

plans and permits and at all times maintain the Subject Property in conformance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village (collectively referred to as the “*Legal Requirements*”).

(b) The Developer shall pay, when due, all amounts due and owing to the Village, including but not limited to, permit fees, taxes, transfer taxes, licensing fees and any other tax or fee assessed against the Developer by the Village.

(c) The Developer shall abide by all laws of the State of Illinois, the federal government and any agency having jurisdiction over the Developer or the Subject Property.

Section 8: The Developer’s Representations and Warranties

In addition to the other representations, warranties, covenants and agreements of the Developer set forth in this Agreement, the Developer represents and warrants as follows:

(a) The Developer is authorized to enter into execute, deliver and perform this Agreement. The Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To the Developer’s knowledge, there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting the Developer which would result in any material adverse change to the Developer’s financial condition or which would materially and adversely affect the ability of the Developer to complete the Project and operate its Business.

(b) The Developer covenants that no officer, employee or agent of the Developer, or any other person connected with the Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with the Village, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with the Village.

Section 9: No Discrimination

The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Notwithstanding the foregoing, the Developer may employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 10: Developer Indemnification

The Developer shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer or any contractor, subcontractor or agent of employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction of the Project or out of any use of the Subject Property; (ii) any default or breach of the terms of this Agreement by the Developer; (iii) the failure of the Developer or its contractors and subcontractors to comply with the Prevailing Wage Act or any Legal Requirements; or (iv) any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, officials, agents, employees or contractors.

Section 11: Default – Remedies

(a) If the Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Village shall provide the Developer with a written statement setting forth the default of the Developer. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer fails to cure any default after the expiration of the cure period described in subparagraph (a), the Village may terminate this Agreement or seek specific performance; provided however, that if the Developer's failure to cure is with respect to its failure to commence to construct the Project in accordance with Section 3(c), then the Village's sole remedy shall be to terminate this Agreement, and if the Developer's failure to cure is with respect to its failure to complete the construction of the Project, once commenced, then the Village's exclusive remedies shall be to terminate this Agreement and require the Developer to return the Subject Property to its prior condition. If the Developer ceases to operate its Business as described in Section 5(c) above, the Village shall only be entitled to terminate this Agreement and

to recover the amounts stated in Section 5(c) as its sole remedies. The Village shall be entitled to recover statutory interest on the amounts recoverable under Section 5(c) as well as the reasonable cost of enforcing the Developer's obligations hereunder.

(c) If the Village defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Developer shall provide the Village with a written statement setting forth the default. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Village is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. In the event of a breach of this Agreement by the Village, the Developer may institute legal action for specific performance against the Village and the Developer shall be entitled to recover monetary damages limited to amounts due to the Developer and unpaid under this Agreement, statutory interest thereon, and the reasonable cost of enforcing the Village's obligations hereunder.

(d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) Neither party to this Agreement shall be entitled to or shall have liability for consequential or punitive damages under the provisions, terms or conditions of this Agreement

(f) It is hereby agreed by the Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against the Village, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by the Village pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by the Village.

Section 12: Verification of Tax Increment

The Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2014, and for each subsequent year during the term of this Agreement. The Developer shall deliver to the Village authorization as may be required for the Illinois Department of Revenue to release any sales tax reports attributable to the Developer's business operations.

Section 13: Notices

All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to the Village: Village of East Dundee
c/o Village Administrator
120 Barrington Avenue
East Dundee, Illinois 60118

With a copy to: Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

If to the Developer: Lande Sanusi

Section 14. Time is of the Essence; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 16. Severability.

If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 17. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Kane County, Illinois.

Section 18. Amendments.

This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the Village and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 19. Third Parties.

Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

Section 20. Waiver.

Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 21. Assignment.

The Developer may assign its rights or obligations under this Agreement without the express written consent of the Village.

Section 22. No Joint Venture, Agency or Partnership Created.

Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 23. No Personal Liability of Officials of the Village.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of the Village, in his or her individual capacity, and no official, officer, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 24. Actions Contesting the Validity of the Redevelopment Plan or Designation of the Redevelopment Project Area.

The Village shall not be required to defend any actions contesting the Redevelopment Plan or the designation of the Redevelopment Project Area.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

Village of East Dundee, an Illinois
municipal corporation

Lande Sanusi

Its President

Attest:

Village Clerk

Exhibit A

Legal Description of the Subject Property

611 East Main Street, East Dundee, Illinois
Units 111, 113, and 303

[PIN # 03-26-226-009](#)

Exhibit B

Redevelopment Project Costs

Purchase of Units 111, 113, and 303 at 611 East Main Street, East Dundee, Illinois in the amount of \$ _____

Exhibit C

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

[DATE]

Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118
Attention: Village Administrator

Re: Redevelopment Agreement, dated _____, 2015, by and between the Village of East Dundee, Cook and Kane Counties, Illinois, and Lande Sanusi (the "Developer")

Dear Village Administrator:

You are requested to disburse funds from the 611 East Main Street Units 111, 113 and 303 Subaccount pursuant to Section 5 of the Redevelopment Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: _____
2. AMOUNT TO BE DISBURSED: _____
3. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 2 above were made or incurred and were necessary for the construction of the Project and were made or incurred in accordance therewith;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;

- (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the itemization of Project Costs described in Section 4 of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs the total of which requested to date does not exceed **one hundred percent (100%) of the real estate taxes paid for calendar year 2014 on the Subject Property and fifty percent (50%) of the real estate taxes paid for calendar years 2015 and 2016**; and
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
5. Attached to this Request for Reimbursement is Schedule 1, together with copies of tax bills and proof of payment for which reimbursement is being requested.

Lande Sanusi

APPROVED:

VILLAGE OF EAST DUNDEE, ILLINOIS

By:

Village Administrator

Date: _____

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS, ESTABLISHING REGULATIONS FOR LIQUOR LICENSEES TO SERVE ALCOHOLIC BEVERAGES ON CERTAIN ADJOINING VILLAGE RIGHT-OF-WAYS DURING VILLAGE SPONSORED OR APPROVED EVENTS

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

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

WHEREAS, the Village desires to establish a service endorsement during special events approved by the Village or events approved by the Village Board and within 150 feet of the Licensee’s premises.

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

Section 1: That the Code of the Village of East Dundee, as amended, be and is hereby amended by adding subsection (20) to Section 116.05(A) to read as follows:

“(20) *Adjoining Village right-of-way service endorsement.* A License holder may expand its premises under their existing license with a right-of-way endorsement granted by the Local Liquor Control Commissioner to allow sales and service of alcoholic beverages authorized pursuant to its license on the public right-of-way subject to compliance with the following regulations:

- (a) The right-of-way service area shall be that portion of the Village sidewalk or right-of-way within one hundred fifty feet (150’) of the premise of the Licensee and shall only be permitted during a special event sponsored by the Village or an event approved by the Village Board,
- (b) The Licensee shall comply with all rules and regulations established by the Village for the event,
- (c) All temporary seating or structures in the Village’s right-of-way shall be approved by the Village,
- (d) All activities in the Village right-of-way shall comply with all ordinances and regulations of the Village,
- (e) The Licensee shall submit a plan as part of its application for compliance with all liquor regulations in this chapter,
- (f) Licensees issued an endorsement for a right-of-way service area shall maintain the right-of-way area in a clean and safe condition. The Licensee shall clean said area at the end of each event day, so as not to have any food or drink leftovers or refuse remaining on the right-of-way.

- (g) Such other requirements as may be imposed by the Liquor Commissioner taking into account the unique circumstances of the licensee's premises, location and type of event,
- (h) Every applicant for an endorsement for a right-of-way service area shall file an application with the Village Clerk upon a form provided by the Village Clerk and pay a filing fee of \$100.00, which shall not be refundable.
- (i) The application for an endorsement to operate a right-of-way service area must include the following:
 1. A certificate of insurance in the amount of \$1,000,000 naming the Village of East Dundee as an additional insured for the duration of the event,
 2. A signed hold harmless agreement,
 3. A diagram of the proposed layout of the right-of-way service area, including sizes of fixtures and their location.”

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

ADOPTED this ____ day of _____, 2015 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2015.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2015

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
ACTION MOBIL					
	Invoice: PRI1150887		09/20/15	10/19/15	\$282.65
		53-01-5951 MOBIL TRAILER REN	\$282.65		
Vendor Total for: ACTION MOBIL		(Fiscal YTD Payments: \$847.95)			\$282.65
ALLEGRA PRINT & IMAGING					
	Invoice: 54455		09/30/15	10/19/15	\$46.00
		01-37-5340 CARDS FOR ERIN	\$46.00		
Vendor Total for: ALLEGRA PRINT & IMAGING		(Fiscal YTD Payments: \$723.38)			\$46.00
AQUA BEN CORPORATION					
	Invoice: 33695		09/09/15	10/19/15	\$13,755.00
		61-34-5640 16 DRUMS POLYMER	\$13,755.00		
Vendor Total for: AQUA BEN CORPORATION		(Fiscal YTD Payments: \$13,830.00)			\$13,755.00
ASSISTIVE HEARING SYSTEMS					
	Invoice: 1020		10/08/15	10/19/15	\$2,948.00
		39-01-5290 SLARM DIAMOND JIM	\$2,948.00		
Vendor Total for: ASSISTIVE HEARING SYSTEMS		(Fiscal YTD Payments: \$.00)			\$2,948.00
AT&T					
	Invoice: 10/19/15		10/19/15	10/19/15	\$194.38
		01-39-5530 TELEPHONE	\$194.38		
Vendor Total for: AT&T		(Fiscal YTD Payments: \$6,740.39)			\$194.38
BARBARA SYPIEN					
	Invoice: 10/08/15		10/08/15	10/19/15	\$855.00
		01-37-5290 COMMISSION 10% HF	\$855.00		
Vendor Total for: BARBARA SYPIEN		(Fiscal YTD Payments: \$.00)			\$855.00
BERGREN, DOUGLAS P.					
	Invoice: SEPT 16-30 2015		10/09/15	10/19/15	\$2,250.00
		34-01-5290 ECONOMIC DEVELOPME	\$1,125.00		
		33-01-5290 ECONOMIC DEVELOPME	\$1,125.00		
Vendor Total for: BERGREN, DOUGLAS P.		(Fiscal YTD Payments: \$22,500.00)			\$2,250.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
BLUES RESTAURANT CHICAGO LLC					
	Invoice: 10/02/15		10/02/15	10/19/15	\$45.00
		01-37-5630 WDW 09/23/15	\$20.00		
		01-37-5630 TT 10/1/15	\$25.00		
Vendor Total for: BLUES RESTAURANT CHICAGO LLC			(Fiscal YTD Payments: \$8,160.00)		\$45.00
BONKOSKI LAWN CARE, INC.					
	Invoice: 093015		09/30/15	10/19/15	\$2,445.00
		60-33-5110 RT 25 WATER TOWER	\$80.00		
		60-33-5110 RT 68	\$80.00		
		60-33-5110 WELL 3	\$100.00		
		61-34-5110 EAST WWTP	\$240.00		
		61-34-5110 WEST WWTP	\$150.00		
		01-31-5290 MULTIPLE PW PROPE	\$1,795.00		
	Invoice: 09302015		09/30/15	10/19/15	\$2,470.00
		33-01-5290 DUNDEE GATEWAY	\$770.00		
		33-01-5290 RT 72	\$570.00		
		60-33-5110 PRAIRIE LAKES	\$180.00		
		33-01-5290 GOLF COURSE	\$230.00		
		34-01-5290 PARKWAY	\$110.00		
		39-01-5290 OLD FIRE DEPT	\$140.00		
		34-01-5685 611 E MAIN	\$370.00		
		38-01-5290 525 MAIN	\$100.00		
Vendor Total for: BONKOSKI LAWN CARE, INC.			(Fiscal YTD Payments: \$19,705.00)		\$4,915.00
C & L RENTALS, SALES & SERVICE INC.					
	Invoice: 84097		09/21/15	10/19/15	\$825.92
		01-37-5630 LIGHT TOWER RENTA	\$825.92		
Vendor Total for: C & L RENTALS, SALES & SERVICE INC.			(Fiscal YTD Payments: \$1,577.27)		\$825.92
CASTLE BUILDERS CONSTRUCTION MANAGEMENT					
	Invoice: 092915		09/29/15	10/19/15	\$9,800.00
		53-01-5951 DRYWALL	\$9,800.00		
	Invoice: 09292015		09/29/15	10/19/15	\$19,200.00
		53-01-5951 SIDE INFILL SERVI	\$19,200.00		
Vendor Total for: CASTLE BUILDERS CONSTRUCTION MANAGEMENT			(Fiscal YTD Payments: \$56,100.00)		\$29,000.00
CHICAGO COMMUNICATIONS LLC					
	Invoice: 276298		10/02/15	10/19/15	\$685.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-21-5130 6 MO MAINTENANCE	\$685.00		
Vendor Total for: CHICAGO COMMUNICATIONS LLC		(Fiscal YTD Payments: \$959.00)			\$685.00
COM ED					
	Invoice: 10/19/15	01-31-5510 GENERAL VILLAGE E	10/19/15 \$1,790.62	10/19/15	\$1,790.62
Vendor Total for: COM ED		(Fiscal YTD Payments: \$23,331.06)			\$1,790.62
COMPSYCH					
	Invoice: 9158406	01-12-5090 EMPLOYEE HELP	10/08/15 \$840.00	10/19/15	\$840.00
Vendor Total for: COMPSYCH		(Fiscal YTD Payments: \$.00)			\$840.00
COMPUTER DISCOUNT WAREHOUSE					
	Invoice: ZH74162	32-12-5942 LAPTOPS	09/25/15 \$699.98	10/19/15	\$904.97
	Invoice: ZL9128	32-12-5942 LVO PRO DOCK	\$204.99		
		32-21-5940 LAPTOP FOR SQUAD	10/02/15 \$799.99	10/19/15	\$799.99
Vendor Total for: COMPUTER DISCOUNT WAREHOUSE		(Fiscal YTD Payments: \$.00)			\$1,704.96
CONRAD POLYGRAPH, INC					
	Invoice: 1791	01-16-5290 PO APPLICANT POLY	10/01/15 \$160.00	10/19/15	\$160.00
	Invoice: SA000029472	01-16-5290 PO CANDIDATE TEST	09/30/15 \$790.00	10/19/15	\$790.00
Vendor Total for: CONRAD POLYGRAPH, INC		(Fiscal YTD Payments: \$160.00)			\$950.00
CONSTELLATION NEW ENERGY					
	Invoice: 10/19/15	60-33-5510 WATER DEPT ELECTR	10/19/15 \$2,891.01	10/19/15	\$11,960.94
		61-34-5510 SEWER DEPT ELECTR	\$9,069.93		
Vendor Total for: CONSTELLATION NEW ENERGY		(Fiscal YTD Payments: \$59,013.10)			\$11,960.94
D'ANGELO NATURAL SPRING WATER INC.					
	Invoice: 789476		09/08/15	10/19/15	\$55.25

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-35-5690 SPRING WATER	\$55.25		
	Invoice: 791656		09/21/15	10/19/15	\$39.75
		01-35-5690 SPRINGWATER	\$39.75		
Vendor Total for: D'ANGELO NATURAL SPRING WATER INC.		(Fiscal YTD Payments: \$910.14)			\$95.00
DBA JANI-KING OF ILLINOIS					
	Invoice: CHC1015117		10/05/15	10/19/15	\$588.40
		01-35-5260 JANITORIAL SERVIC	\$588.40		
Vendor Total for: DBA JANI-KING OF ILLINOIS		(Fiscal YTD Payments: \$2,942.00)			\$588.40
DON'S WINDOW CLEANING					
	Invoice: 10/08/15		10/08/15	10/19/15	\$60.00
		01-37-5290 DEPOT WINDOW CLEA	\$60.00		
Vendor Total for: DON'S WINDOW CLEANING		(Fiscal YTD Payments: \$.00)			\$60.00
DPS EQUIPMENT SERVICES, INC.					
	Invoice: 14-171		10/01/15	10/19/15	\$94,500.00
		61-34-5936 CLARIFIER 502	\$94,500.00		
Vendor Total for: DPS EQUIPMENT SERVICES, INC.		(Fiscal YTD Payments: \$.00)			\$94,500.00
DUNDEE LANDSCAPE NURSERY					
	Invoice: 09232015		09/23/15	10/19/15	\$724.00
		53-01-5951 PD LANDSCAPING	\$724.00		
Vendor Total for: DUNDEE LANDSCAPE NURSERY		(Fiscal YTD Payments: \$2,223.80)			\$724.00
DUNDEE NAPA AUTO PARTS					
	Invoice: 223673		09/21/15	10/19/15	\$11.49
		01-31-5120 ADAPTER TRAILER W	\$5.00		
		60-33-5120 ADAPTER TRAILER W	\$5.00		
		61-34-5120 ADAPTER TRAILER W	\$1.49		
	Invoice: 224305		09/29/15	10/19/15	\$28.73
		01-31-5120 BREAK CLEANER	\$12.93		
		60-33-5120 BREAK CLEANER	\$12.93		
		61-34-5120 BREAK CLEANER	\$2.87		
	Invoice: 224306		09/29/15	10/19/15	\$9.38
		01-31-5120 BATTERY CLEANER	\$4.22		
		60-33-5120 BATTERY CLEANER	\$4.22		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
	Invoice: 224310	61-34-5120 BATTERY CLEANER	\$.94		
			09/29/15	10/19/15	\$65.88
		01-31-5120 MISC AUTO	\$29.65		
		61-34-5120 MISC AUTO	\$6.58		
		60-33-5120 MISC AUTO	\$29.65		
	Invoice: 224318		09/29/15	10/19/15	\$2.39
		01-31-5630 FUNNEL	\$2.39		
	Invoice: 224319		09/29/15	10/19/15	\$120.10
		01-31-5120 5 GAL 15W40	\$54.04		
		60-33-5120 5 GAL 15W40	\$54.04		
		61-34-5120 5 GAL 15W40	\$12.02		
	Invoice: 224325		09/29/15	10/19/15	\$10.29
		01-31-5120 AIR FILTER	\$4.63		
		60-33-5120 AIR FILTER	\$4.63		
		61-34-5120 AIR FILTER	\$1.03		
	Invoice: 224333		09/29/15	10/19/15	\$96.88
		01-31-5120 MISC AUTO PARTS	\$43.60		
		60-33-5120 MISC AUTO PARTS	\$43.60		
		61-34-5120 MISC AUTO PARTS	\$9.68		
Vendor Total for: DUNDEE NAPA AUTO PARTS		(Fiscal YTD Payments: \$2,379.87)			\$345.14
EBY GRAPHICS					
	Invoice: 1704		08/31/15	10/19/15	\$325.00
		32-21-5942 SUV DECALS	\$325.00		
Vendor Total for: EBY GRAPHICS		(Fiscal YTD Payments: \$125.00)			\$325.00
ECUBE					
	Invoice: 714165		09/25/15	10/19/15	\$747.21
		53-01-5951 SEPT 2015 COMMISS	\$747.21		
Vendor Total for: ECUBE		(Fiscal YTD Payments: \$2,559.88)			\$747.21
ELGIN KEY & LOCK CO. INC.					
	Invoice: 91139		09/03/15	10/19/15	\$1,026.85
		34-01-5956 REKEY THE CABOOSE	\$1,026.85		
Vendor Total for: ELGIN KEY & LOCK CO. INC.		(Fiscal YTD Payments: \$44.40)			\$1,026.85
ELGIN PAPER COMPANY					
	Invoice: 580532		09/28/15	10/19/15	\$363.23

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
	Invoice: 580612	01-35-5690 TP, PAPER TOWELS,	\$363.23		
		01-35-5690 SOAP AND CUPS	09/30/15 \$168.29	10/19/15	\$168.29
Vendor Total for: ELGIN PAPER COMPANY		(Fiscal YTD Payments: \$1,758.69)			\$531.52
FASTENAL COMPANY					
	Invoice: ILEAS16809	01-31-5630 SCREWS AND SUPPLI	09/29/15 \$27.50	10/19/15	\$27.50
	Invoice: ILEAS16826	01-31-5630 SHOP STOCK	10/01/15 \$59.43	10/19/15	\$59.43
Vendor Total for: FASTENAL COMPANY		(Fiscal YTD Payments: \$1,496.69)			\$86.93
FOX VALLEY FIRE & SAFETY					
	Invoice: 937980	01-37-5630 FIRE EXTINGUISHER	08/29/15 \$50.00	10/19/15	\$50.00
	Invoice: 938945	01-37-5630 FIRE EXTINGUISHER	09/23/15 \$50.00	10/19/15	\$50.00
	Invoice: 939791	01-35-5110 SEPTEMBER SPRINKL	09/30/15 \$210.00	10/19/15	\$210.00
Vendor Total for: FOX VALLEY FIRE & SAFETY		(Fiscal YTD Payments: \$78.00)			\$310.00
GALLS, AN ARAMARK COMPANY					
	Invoice: 004144265	01-21-5630 GLOVES	09/29/15 \$199.72	10/19/15	\$199.72
	Invoice: 004153336	01-21-5080 BOOTS	09/30/15 \$154.95	10/19/15	\$154.95
Vendor Total for: GALLS, AN ARAMARK COMPANY		(Fiscal YTD Payments: \$1,094.81)			\$354.67
GARDINER SENIOR APARTMENTS					
	Invoice: 10012015-GSA	01-12-5290 OCTOBER 2015 PAYM	10/02/15 \$1,600.00	10/19/15	\$1,600.00
Vendor Total for: GARDINER SENIOR APARTMENTS		(Fiscal YTD Payments: \$11,300.00)			\$1,600.00
GEN POWER					
	Invoice: RSA001505	01-37-5330 PORTABLE GENERATO	09/29/15 \$4,539.00	10/19/15	\$4,539.00
Vendor Total for: GEN POWER		(Fiscal YTD Payments: \$.00)			\$4,539.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
GRAINGER, INC.					
	Invoice: 9849671368	01-25-5630 RECEPTACLE TESTER	09/23/15 \$15.03	10/19/15	\$15.03
Vendor Total for: GRAINGER, INC.		(Fiscal YTD Payments: \$1,555.75)			\$15.03
HACH CHEMICAL COMPANY					
	Invoice: 9592956	61-34-5650 DIGITAL ORP SENSO	09/24/15 \$1,113.39	10/19/15	\$1,113.39
	Invoice: 9595537	61-34-5650 RYTON SALT BRIDGE	09/28/15 \$73.35	10/19/15	\$73.35
Vendor Total for: HACH CHEMICAL COMPANY		(Fiscal YTD Payments: \$4,245.52)			\$1,186.74
HEINZ, GERALD & ASSOC.					
	Invoice: 17448-R	15-01-2022 RETAINAGEWITHHELD	10/01/15 \$1,883.50	10/19/15	\$1,883.50
	Invoice: 17465	01-12-5220 MISC CONSULTING	09/30/15 \$60.00	10/19/15	\$60.00
	Invoice: 17466	38-01-5220 SENIOR HOUSING	09/30/15 \$117.00	10/19/15	\$117.00
	Invoice: 17467	47-01-5220 IAAI	09/30/15 \$240.00	10/19/15	\$240.00
	Invoice: 17468	39-01-5220 LUMBER YARD	09/30/15 \$120.00	10/19/15	\$120.00
	Invoice: 17469	53-01-5220 DOWNTOWN	09/30/15 \$8,296.50	10/19/15	\$8,296.50
	Invoice: 17470	32-31-5220 YEAR 2014 STREET	09/30/15 \$240.00	10/19/15	\$240.00
	Invoice: 17471	32-36-5900 LIONS PARK	09/30/15 \$3,203.00	10/19/15	\$3,203.00
	Invoice: 17472	36-01-5220 BEVERLYLY ROAD PUD	09/30/15 \$365.00	10/19/15	\$365.00
	Invoice: 17475	01-12-5220 FY 15-16 BUDGET	09/30/15 \$63.75	10/19/15	\$63.75
	Invoice: 17476	42-01-5220 RT 25 TOWER SITE	09/30/15 \$490.00	10/19/15	\$490.00
	Invoice: 17477	39-01-5220 HILL STREET PARKI	09/30/15 \$600.00	10/19/15	\$600.00
	Invoice: 17478	42-01-5220 SIERRA STUDIO PLA	09/30/15 \$712.00	10/19/15	\$712.00
	Invoice: 17490	36-01-5220 TERRA BUSINESS PA	09/30/15 \$328.00	10/19/15	\$328.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
(HEINZ, GERALD & ASSOC. Cont'd)					
	Invoice: 17493	15-01-5950 2015 STREET PROGR	09/30/15 \$8,017.00	10/19/15	\$8,017.00
Vendor Total for: HEINZ, GERALD & ASSOC.		(Fiscal YTD Payments: \$145,959.03)			\$24,735.75
HOME STATE BANK, N.A.					
	Invoice: 093015	39-01-5290 ANNUAL LAND TRUST	09/30/15 \$240.00	10/19/15	\$240.00
Vendor Total for: HOME STATE BANK, N.A.		(Fiscal YTD Payments: \$.00)			\$240.00
HOVING PIT STOP, INC.					
	Invoice: 118922	01-37-5330 PORTA POTTIES FOR	10/01/15 \$2,160.00	10/19/15	\$2,160.00
	Invoice: 119267	53-01-5951 PORTA POTTIES	10/01/15 \$184.24	10/19/15	\$184.24
Vendor Total for: HOVING PIT STOP, INC.		(Fiscal YTD Payments: \$553.33)			\$2,344.24
HULLS ADVANTAGE SOLUTIONS					
	Invoice: 5822	53-01-5951 CONSTRUCTION WORK	09/04/15 \$1,355.00	10/19/15	\$1,355.00
	Invoice: 5823	53-01-5951 HULLS ADVANTAGE S	09/04/15 \$4,000.00	10/19/15	\$4,000.00
Vendor Total for: HULLS ADVANTAGE SOLUTIONS		(Fiscal YTD Payments: \$29,366.00)			\$5,355.00
ILLINOIS ASSOCIATION OF CHIEFS OF POLICE					
	Invoice: 2015-961	01-16-5290 ENTRY LEVEL EXAM	09/30/15 \$58.50	10/19/15	\$58.50
Vendor Total for: ILLINOIS ASSOCIATION OF CHIEFS OF POLICE		(Fiscal YTD Payments: \$590.00)			\$58.50
ILLINOIS DEPT OF TRANSPORTATION					
	Invoice: 108783	01-31-5150 CONSTRUCTION PROJ	10/01/15 \$568.62	10/19/15	\$568.62
Vendor Total for: ILLINOIS DEPT OF TRANSPORTATION		(Fiscal YTD Payments: \$.00)			\$568.62
ITRON, INC					
	Invoice: 383107		08/12/15	10/19/15	\$4,852.22

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		60-33-5290 MVRS SERVICE AND			\$4,852.22
Vendor Total for: ITRON, INC		(Fiscal YTD Payments: \$.00)			\$4,852.22
JENSEN, PATRICIA					
	Invoice: 09/13/15		09/13/15	10/19/15	\$230.77
		01-14-5420 SPRINGFIELD MILAG	\$230.77		
	Invoice: 10/02/15		10/02/15	10/19/15	\$79.54
		01-14-5420 OSHA TRAINING MIL	\$75.24		
		01-14-5420 TOLLS	\$4.30		
Vendor Total for: JENSEN, PATRICIA		(Fiscal YTD Payments: \$.00)			\$310.31
JOHN H BRECHIN					
	Invoice: 10/05/15		10/05/15	10/19/15	\$418.00
		01-21-5230 SEPTEMBER 2015	\$209.00		
		01-25-5230 SEPTEMBER 2015 BU	\$209.00		
Vendor Total for: JOHN H BRECHIN		(Fiscal YTD Payments: \$665.00)			\$418.00
JUSFACEIT PROFESSIONAL FACE PAINTER					
	Invoice: 092815		09/28/15	10/19/15	\$120.00
		01-37-5290 HARVEST FEST FACE	\$120.00		
Vendor Total for: JUSFACEIT PROFESSIONAL FACE PAINTER		(Fiscal YTD Payments: \$225.00)			\$120.00
K HOVING RECYCLING & DISPOSAL INC					
	Invoice: 233165		09/26/15	10/19/15	\$379.01
		53-01-5951 GARBAGE SERVICE	\$379.01		
Vendor Total for: K HOVING RECYCLING & DISPOSAL INC		(Fiscal YTD Payments: \$4,605.95)			\$379.01
KATHLEEN FIELD ORR & ASSOCIATES					
	Invoice: 14777		10/06/15	10/19/15	\$7,470.00
		01-12-5230 PROFESSIONAL SERV	\$4,220.00		
		38-01-5230 TIF 2	\$1,550.00		
		39-01-5230 TIF 3	\$1,120.00		
		47-01-5230 TIF 7	\$580.00		
Vendor Total for: KATHLEEN FIELD ORR & ASSOCIATES		(Fiscal YTD Payments: \$59,424.04)			\$7,470.00
LEE JENSEN SALES CO.,INC.					
	Invoice: 150876		09/24/15	10/19/15	\$120.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-37-5630 STREET PLATES	\$120.00		
Vendor Total for: LEE JENSEN SALES CO.,INC.		(Fiscal YTD Payments: \$1,397.64)			\$120.00
LURVEY LANDSCAPE SUPPLY					
	Invoice: S210016028-01	53-01-5958 DOWNTOWN BRICK WO	08/18/15 \$2,763.65	10/19/15	\$2,763.65
	Invoice: T2-10051534	53-01-5958 DOWNTOWN BRICK WO	08/27/15 \$86.36	10/19/15	\$86.36
	Invoice: s2-10013915-04	53-01-5958 DOWNTOWN BRICK WO	06/25/15 \$8,342.88	10/19/15	\$8,342.88
	Invoice: s2-10013915-05	53-01-5958 DOWNTOWN BRICK WO	06/30/15 \$8,620.03	10/19/15	\$8,620.03
Vendor Total for: LURVEY LANDSCAPE SUPPLY		(Fiscal YTD Payments: \$31,554.72)			\$19,812.92
METROPOLITAN MAYORS CAUCUS					
	Invoice: 2015-072	01-16-5410 CAUCUS 2014-2015	06/30/15 \$130.00	10/19/15	\$130.00
Vendor Total for: METROPOLITAN MAYORS CAUCUS		(Fiscal YTD Payments: \$.00)			\$130.00
MIR APPRAISAL SERVICES INC					
	Invoice: 092515	01-37-5290 APPRAISAL EVENT	09/25/15 \$400.00	10/19/15	\$400.00
Vendor Total for: MIR APPRAISAL SERVICES INC		(Fiscal YTD Payments: \$400.00)			\$400.00
NEOFUNDS BY NEOPOST					
	Invoice: 10192015	01-12-5680 ADMIN POSTAGE	10/19/15 \$7.68	10/19/15	\$161.48
		01-21-5680 POLICE	\$22.01		
		01-25-5680 BUILDING	\$1.46		
		60-33-5680 WATER	\$8.72		
		61-34-5680 SEWER	\$1.93		
		01-14-5680 FINANCE	\$119.19		
		01-37-5680 SPECIAL EVENTS	\$.49		
	Invoice: N5545034	01-12-5680 LEASE PAYMENT	09/26/15 \$16.98	10/19/15	\$152.85
		01-21-5680 LEASE PAYMENT	\$16.98		
		01-25-5680 LEASE PAYMENT	\$16.98		
		60-33-5680 LEASE PAYMENT	\$16.98		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		61-34-5680 LEASE PAYMENT	\$16.98		
		01-31-5680 LEASE PAYMENT	\$16.98		
		01-14-5680 LEASE PAYMENT	\$16.99		
		01-37-5680 LEASE PAYMENT	\$16.99		
		01-16-5680 LEASE PAYMENT	\$16.99		
Vendor Total for: NEOFUNDS BY NEOPOST		(Fiscal YTD Payments: \$1,317.12)			\$314.33
NEXGEN BUILDING SUPPLY					
	Invoice: 1505828		09/22/15	10/19/15	\$4,809.14
		53-01-5951 BUILDING SUPPLIES	\$4,809.14		
Vendor Total for: NEXGEN BUILDING SUPPLY		(Fiscal YTD Payments: \$13,900.20)			\$4,809.14
ORANGE CRUSH					
	Invoice: 494658		09/13/15	10/19/15	\$159.00
		01-31-5150 PRIV SURFACE	\$159.00		
	Invoice: 494934		09/25/15	10/19/15	\$137.27
		01-31-5150 PRIV SURFACE	\$137.27		
	Invoice: 495111		09/28/15	10/19/15	\$64.66
		01-31-5150 PRIV SURFACE	\$64.66		
	Invoice: 495366		09/29/15	10/19/15	\$40.28
		01-31-5150 PRIV SURFACE	\$40.28		
Vendor Total for: ORANGE CRUSH		(Fiscal YTD Payments: \$2,967.24)			\$401.21
ORKIN PEST CONTROL					
	Invoice: 104797930		09/21/15	10/19/15	\$79.28
		01-35-5110 OCTOBER PEST CONT	\$79.28		
Vendor Total for: ORKIN PEST CONTROL		(Fiscal YTD Payments: \$395.23)			\$79.28
PADDOCK PUBLICATIONS INC					
	Invoice: 41180L01		09/11/15	10/19/15	\$650.00
		01-37-5410 FALL FEST GUIDE C	\$650.00		
	Invoice: 927410		09/26/15	10/19/15	\$4.64
		01-37-5410 DAILY HERALD SUBS	\$4.64		
Vendor Total for: PADDOCK PUBLICATIONS INC		(Fiscal YTD Payments: \$.00)			\$654.64
PAL LAND, LLC					
	Invoice: 100215		10/02/15	10/19/15	\$42,834.19

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		38-01-5876 OCTOBER 2015 RDA			\$42,834.19
Vendor Total for: PAL LAND, LLC			(Fiscal YTD Payments: \$42,834.19)		\$42,834.19
PATTEN INDUSTRIES, INC.					
	Invoice: TM500349949				
		61-34-5120 EMERGENCY BACKHOE	09/29/15	10/19/15	\$6,231.19
		60-33-5120 EMERGENCY BACKHOE	\$623.12		
		01-36-5120 EMERGENCY BACKHOE	\$1,869.35		
		01-31-5120 EMERGENCY BACKHOE	\$1,869.37		
Vendor Total for: PATTEN INDUSTRIES, INC.			(Fiscal YTD Payments: \$3,160.63)		\$6,231.19
PHENOVA					
	Invoice: 117055				
		61-34-5630 WP RAPID RETURN W	09/01/15	10/19/15	\$99.53
			\$99.53		
Vendor Total for: PHENOVA			(Fiscal YTD Payments: \$435.49)		\$99.53
PLANET DEPOS					
	Invoice: 113709				
		01-21-5290 SEPT 2015 ADMIN A	09/28/15	10/19/15	\$200.00
		01-25-5290 SEPT 2015 BUILDIN	\$100.00		
			\$100.00		
Vendor Total for: PLANET DEPOS			(Fiscal YTD Payments: \$1,650.00)		\$200.00
QUAD COM 9-1-1					
	Invoice: 15-EDPD-10				
		01-21-5360 SEPTEMBER 2015	10/01/15	10/19/15	\$13,153.42
			\$13,153.42		
Vendor Total for: QUAD COM 9-1-1			(Fiscal YTD Payments: \$65,767.10)		\$13,153.42
R. H. Milach Construction					
	Invoice: 14531				
		53-01-5951 GENERAL CONTRACT	09/22/15	10/19/15	\$10,300.00
			\$10,300.00		
Vendor Total for: R. H. Milach Construction			(Fiscal YTD Payments: \$21,355.60)		\$10,300.00
RAKOW'S OFFICE SOLUTIONS					
	Invoice: 10427				
		01-35-5630 FRONT DESK LOCK C	09/15/15	10/19/15	\$35.00
			\$35.00		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
Vendor Total for: RAKOW'S OFFICE SOLUTIONS		(Fiscal YTD Payments: \$0.00)			\$35.00
RIVER HAVEN PLACE LP					
	Invoice: 10012015-RHP		10/01/15	10/19/15	\$2,148.00
		01-12-5290 OCTOBER 2015 PAYM	\$2,148.00		
Vendor Total for: RIVER HAVEN PLACE LP		(Fiscal YTD Payments: \$12,180.00)			\$2,148.00
SANCHEZ, CELIA					
	Invoice: 97232		10/07/15	10/19/15	\$500.00
		01-37-5290 8/2 MM CHALK ART	\$100.00		
		01-37-5290 8/25 TT CHALK ART	\$100.00		
		01-37-5290 8/30 MM CHALK ART	\$100.00		
		01-37-5290 9/6 HF CHALK ART	\$100.00		
		01-37-5290 9/25 HARVEST FEST	\$100.00		
Vendor Total for: SANCHEZ, CELIA		(Fiscal YTD Payments: \$200.00)			\$500.00
SMITH ECOLOGICAL SYSTEMS					
	Invoice: 19271		09/21/15	10/19/15	\$2,593.15
		60-33-5130 MAINTENANCE - EQU	\$2,593.15		
Vendor Total for: SMITH ECOLOGICAL SYSTEMS		(Fiscal YTD Payments: \$0.00)			\$2,593.15
STANDARD EQUIPMENT COMPANY					
	Invoice: C06967		10/01/15	10/19/15	\$234.31
		01-31-5130 OIL FILTER, FUEL	\$234.31		
Vendor Total for: STANDARD EQUIPMENT COMPANY		(Fiscal YTD Payments: \$723.30)			\$234.31
STAPLES ADVANTAGE					
	Invoice: 3279039167		09/23/15	10/19/15	\$17.54
		01-14-5610 WHITE OUT AND POS	\$5.85		
		01-12-5610 POST ITS AND WHIT	\$5.85		
		01-25-5610 POST ITS AND WHIT	\$5.84		
Vendor Total for: STAPLES ADVANTAGE		(Fiscal YTD Payments: \$974.36)			\$17.54
STEPHEN D. TOUSEY LAW OFFICES					
	Invoice: OCTOBER 2015		10/01/15	10/19/15	\$923.75

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-12-5230 OCTOBER2015	\$923.75		
Vendor Total for: STEPHEN D. TOUSEY LAW OFFICES		(Fiscal YTD Payments: \$3,449.75)			\$923.75
SUBURBAN LABORATORIES, INC.					
	Invoice: 127076	61-34-5290 WASTE WATER BARIU	09/28/15 \$566.00	10/19/15	\$566.00
Vendor Total for: SUBURBAN LABORATORIES, INC.		(Fiscal YTD Payments: \$1,166.00)			\$566.00
SUN MECHANICAL SYSTEMS, INC.					
	Invoice: 2015-4851	60-33-5110 REPAIRS ON MOTOR	05/29/15 \$320.00	10/19/15	\$320.00
Vendor Total for: SUN MECHANICAL SYSTEMS, INC.		(Fiscal YTD Payments: \$.00)			\$320.00
SYNAGRO TECHNOLOGIES					
	Invoice: 20-124445	61-34-5290 ESTIMATE 540YDS S	09/30/15 \$2,280.00	10/19/15	\$2,280.00
Vendor Total for: SYNAGRO TECHNOLOGIES		(Fiscal YTD Payments: \$7,987.00)			\$2,280.00
TAYLOR RENTAL					
	Invoice: 245794	01-37-5330 TT RENTAL	09/30/15 \$777.00	10/19/15	\$777.00
	Invoice: 245797	01-37-5330 WDW RENTAL	09/30/15 \$1,033.00	10/19/15	\$1,033.00
Vendor Total for: TAYLOR RENTAL		(Fiscal YTD Payments: \$8,009.35)			\$1,810.00
TEST GAUGE AND BACKFLOW SUPPLY, inc.					
	Invoice: 100011887	53-01-5951 BACKFLOW SUPPLIES	10/01/15 \$1,763.55	10/19/15	\$1,763.55
Vendor Total for: TEST GAUGE AND BACKFLOW SUPPLY, inc.		(Fiscal YTD Payments: \$.00)			\$1,763.55
TLO LLC					
	Invoice: 09/01/15	01-21-5410 TLO MEMBERSHIP	09/30/15 \$6.25	10/19/15	\$6.25
Vendor Total for: TLO LLC		(Fiscal YTD Payments: \$175.75)			\$6.25

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
TRAFFIC CONTROL & PROTECT					
	Invoice: 17197		09/23/15	10/19/15	\$1,490.00
		01-37-5630 BARRICADES, SIGN	\$1,490.00		
	Invoice: 84565		09/29/15	10/19/15	\$437.00
		01-31-5150 STREET SIGNS	\$437.00		
Vendor Total for: TRAFFIC CONTROL & PROTECT			(Fiscal YTD Payments: \$1,113.00)		\$1,927.00
ULTRA STROBE COMMUNICATIONS INC.					
	Invoice: 070317		09/30/15	10/19/15	\$1,575.00
		32-21-5942 EQUIPMENT INSTALL	\$1,575.00		
	Invoice: 070318		09/30/15	10/19/15	\$375.00
		32-21-5942 EQUIPMENT INSTALL	\$375.00		
	Invoice: 070319		09/30/15	10/19/15	\$154.70
		32-21-5942 EQUIPMENT FOR SQU	\$154.70		
Vendor Total for: ULTRA STROBE COMMUNICATIONS INC.			(Fiscal YTD Payments: \$7,737.98)		\$2,104.70
US BANK					
	Invoice: AK 09/25/15		09/25/15	10/19/15	\$146.55
		01-21-5430 CHILD RESTRAINT S	\$85.00		
		01-21-5630 DVD-R	\$34.88		
		01-21-5630 ENERGIZER LITHIUM	\$20.81		
		01-21-5630 MIRROR ADHESIVE	\$5.86		
	Invoice: AP 09/25/15		09/25/15	10/19/15	\$2,373.24
		61-34-5680 POSTAGE FOR DMRQA	\$7.67		
		61-34-5680 POSTAGE FOR OPERA	\$7.89		
		01-37-5630 BUNGEE CORDS MINI	\$14.99		
		01-35-5130 GRINDING WHEELS W	\$41.84		
		61-34-5630 COOLER FOR BARIUM	\$24.98		
		53-01-5951 NICOR PD SERVICE	\$1,502.33		
		01-37-5630 CORDS TIES GLOVES	\$790.96		
		61-34-5130 FARM FLEET	-\$166.07		
		61-34-5130 FARM AND FLEET	\$148.65		
	Invoice: AR 09/25/15		09/25/15	10/19/15	\$74.19
		01-21-5430 RANGE SUPPLIES	\$13.94		
		01-21-5630 MOUTHPIECE	\$60.25		
	Invoice: AV 09/25/15		09/25/15	10/19/15	\$3.48
		01-21-5610 OFFICE SUPPLIES T	\$3.48		
	Invoice: BT 09/25/15		09/25/15	10/19/15	\$13.66
		01-21-5430 GUN CLEANER	\$13.66		
	Invoice: DD 09/25/15		08/25/15	10/19/15	\$19.72
		01-21-5610 COFFEE SUPPLIES	\$19.72		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
(US BANK Cont'd)					
	Invoice: GG 09/25/15	01-31-5150 BRASS HOSE PARTS	09/25/15	10/19/15	\$180.03
		01-37-5630 DRINKING WATER HO	\$107.53		
		60-33-5680 POSTAGE	\$64.95		
	Invoice: GH 09/25/15	34-01-5685 611 E MAIN ALARM	09/25/15	10/19/15	\$146.88
	Invoice: HM 09/25/15	01-12-5630 WALMART	09/25/15	10/19/15	\$1,636.21
		01-12-5645 LINDA RETIREMENT	\$4.98		
		34-01-5420 ICSC SHOW	\$206.87		
		34-01-5420 ICSC DOUG RENEWAL	\$625.00		
		34-01-5420 ICSC DOUG	\$270.00		
		01-12-5420 IML LUNCH	\$305.00		
		01-12-5420 IML COFFEE	\$42.36		
		01-12-5420 IML REGISTRATION	\$7.00		
	Invoice: JH 09/25/15	01-21-5430 EFFECTIVE POLICE	09/25/15	10/19/15	\$154.19
		01-21-5630 INMATE MEAL	\$150.00		
	Invoice: JJ 09/25/15	01-12-5645 PIZZA FOR AUDITOR	09/25/15	10/19/15	\$49.00
			\$49.00		
	Invoice: JM 09/25/15	01-21-5630 INMATE MEAL	09/25/15	10/19/15	\$8.68
		01-21-5630 INMATE MEAL	\$4.49		
	Invoice: KB 09/25/15	01-37-5630 HF KIDS KORNER	09/25/15	10/19/15	\$5,098.19
		01-37-5630 PLANNING BLUES BB	\$405.80		
		01-37-5410 ASCAP LICENSE FEE	\$87.00		
		01-37-5630 TAX CREDIT	\$338.33		
		01-37-5410 VOLUNTEER SPOT SU	-\$23.73		
		01-37-5630 HF KIDS KORNER	\$9.99		
		01-37-5630 CARDSTOCK	\$80.35		
		01-37-5630 BUBBLE MACHINE KI	\$21.92		
		01-37-5630 FRED MEETING	\$41.75		
		01-37-5630 WDW TASTING GLASS	\$115.00		
		01-37-5290 GREG STEEL BOOKIN	\$180.56		
		01-37-5290 GREG STEEL FEE	\$20.00		
		01-37-5630 FRED MEETING	\$185.00		
		01-37-5610 OFFICE SUPPLIES	\$58.50		
		01-37-5340 HF POSTCARD	\$79.64		
		01-37-5680 HF POSTCARD	\$1,202.95		
		01-37-5680 NEWS LETTER	\$409.55		
		01-37-5630 KIDS KORNER	\$778.12		
		01-37-5610 PAPER	\$129.15		
			\$44.99		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-37-5630 HG GREEN ROOM SNA	\$117.42		
		01-37-5630 FACE PAINTING SUP	\$23.29		
		01-37-5630 WDW GLASSES	\$65.62		
		01-37-5630 CANDY AND OFFICE	\$100.74		
		01-37-5630 GREEN ROOM SNACKS	\$102.42		
		01-37-5610 INK AND ENVELOPES	\$231.95		
		01-37-5630 FLOWERS	\$17.98		
		01-37-5630 FRED THANK YOU FL	\$273.90		
	Invoice: KH 09/25/15		09/25/15	10/19/15	\$182.65
		01-16-5680 MAIL DVD TO COMCA	\$5.05		
		01-25-5680 MAIL RIVER HAVEN	\$7.55		
		01-12-5410 IML CONFERENCE RE	\$165.00		
		01-16-5680 MAIL DVD TO COMCA	\$5.05		
	Invoice: LS 09/25/15		09/25/15	10/19/15	\$306.05
		01-35-5690 MEDICINE FOR BEE	\$10.48		
		01-31-5620 THORNTONS	\$70.26		
		01-31-5620 THORNTONS	\$58.01		
		01-37-5630 BUG SPRAY FOR HF	\$87.34		
		01-35-5110 PUSH BROOM	\$79.96		
	Invoice: MP 09/25/15		09/25/15	10/19/15	\$158.60
		53-01-5951 MATERIALS	\$89.24		
		53-01-5951 PEA GRAVEL FOR PD	-\$107.93		
		53-01-5951 PEA PEBBLES AND C	\$177.29		
	Invoice: RS 09/25/15		09/25/15	10/19/15	\$1,583.78
		01-12-5645 VALLI	\$24.15		
		01-12-5645 VALLI	\$39.38		
		47-01-5420 COOPERS HAWK	\$58.59		
		01-12-5645 VALLI	\$40.10		
		38-01-5420 ROSIE	\$54.79		
		01-12-5645 VALLIS	\$49.32		
		01-37-5630 VOLUNTEER DINNER	\$750.00		
		01-37-5630 WDW TABLE CLOTHS	\$12.35		
		01-37-5630 GIFT CARDS	\$450.00		
		01-37-5630 WDW SUPPLIES	\$4.60		
		01-37-5630 WDW TICKETS	\$100.50		
	Invoice: SM 09/25/15		09/25/15	10/19/15	\$138.66
		01-31-5630 HOME DEPOT RAIN W	\$12.23		
		01-37-5630 FITTINGS & ADAPTE	\$3.76		
		01-37-5630 GAS FOR GENERATOR	\$60.30		
		01-37-5630 GAS FOR GENERATOR	\$62.37		
	Invoice: TJ 09/25/15		09/25/15	10/19/15	\$383.63
		01-14-5430 OSHA RECORD KEEP	\$159.00		
		01-14-5420 IGFOA LODGING	\$206.08		
		01-14-5420 MEALS FOR CONFERE	\$8.63		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
	Invoice: TM 09/25/15	01-14-5420 MEAL	\$9.92		
		01-21-5430 IACP INT CHIEFS C	09/25/15 \$350.00	10/19/15	\$350.00
Vendor Total for: US BANK		(Fiscal YTD Payments: \$76,380.07)			\$13,007.39
USA BLUEBOOK					
	Invoice: 766970	60-33-5630 MISC SUPPLIES	10/02/15 \$387.24	10/19/15	\$387.24
Vendor Total for: USA BLUEBOOK		(Fiscal YTD Payments: \$3,721.69)			\$387.24
WATER PRODUCTS COMPANY-AURORA					
	Invoice: 0261344	60-33-5934 OTHER WATER METER	09/30/15 \$2,610.00	10/19/15	\$2,610.00
Vendor Total for: WATER PRODUCTS COMPANY-AURORA		(Fiscal YTD Payments: \$1,387.46)			\$2,610.00
WEST DUNDEE, VILLAGE OF					
	Invoice: 1313	01-37-5630 HF FIREWORKS & CO	10/08/15 \$5,000.00	10/19/15	\$5,000.00
Vendor Total for: WEST DUNDEE, VILLAGE OF		(Fiscal YTD Payments: \$32,606.71)			\$5,000.00
ZELLER MARKETING					
	Invoice: 00015251	01-37-5290 SEPTEMBER 2015	10/02/15 \$1,200.00	10/19/15	\$1,200.00
Vendor Total for: ZELLER MARKETING		(Fiscal YTD Payments: \$6,800.00)			\$1,200.00

VILLAGE OF EAST DUNDEE Board Listing
For Meeting Dated 10/19/15

List #85
Amount

GENERAL FUND	\$67,147.48
STREET & BRIDGE FUND	\$9,900.50
CAPITAL IMPROVEMENT PROJECTS	\$7,577.66
DUNDEE GATEWAY BDD	\$2,695.00
DOWNTOWN & DUNDEE CROSSINGS BDD	\$3,978.73
CHRISTINA DRIVE TIF FUND	\$693.00
DUNDEE CROSSINGS TIF FUND	\$44,655.98
DOWNTOWN REDEVELOPMENT TIF	\$5,168.00
ROUTE 68 WEST TIF FUND	\$1,202.00
North Cook County TIF	\$878.59
DOWNTOWN TIF CAPITAL FUND	\$83,315.15
WATER OPERATING FUND	\$16,150.29
SEWER OPERATING FUND	\$122,546.96
Grand Total:	\$365,909.34
Total Vendors:	81
TOTAL FOR REGULAR CHECKS:	123754.26
TOTAL FOR DIRECT PAY VENDORS:	242155.08

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 10/19/15

List #85

A/P Manual Check Posting List

Postings from all Check Registration runs(NR) since last Check Voucher run(NCR)

Vendor	Invoice	Description	Check: No	Date	Reg #	Amount
BASS/SCHULER ENTERTAINMENT						
	Invoice: 51845					
		01-37-5290 TURKEY FESTIVAL E	103963	10/05/15	580	\$1,000.00
Vendor Total for: BASS/SCHULER ENTERTAINMENT			(Fiscal YTD Payments: \$1,405.00)			\$1,000.00

VILLAGE OF EAST DUNDEE Board Listing
For Meeting Dated 10/19/15
A/P Manual Check Posting List
Postings from all Check Registration runs(NR) since last Check Voucher run(NCR)

List #85

Amount

GENERAL FUND	\$1,000.00
Grand Total:	\$1,000.00
Total Vendors:	1



October 5, 2015

Ms. Heather Maieritsch
Deputy Village Administrator
Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118

RE: Changes to the Comcast channel line-up in your community

Dear Ms. Maieritsch:

In Comcast's continuing effort to keep you updated and informed, I wanted to take this opportunity to provide you with information regarding changes to the Comcast channel line-up in your community.

Effective December 16, 2015, *OWN HD* will be made available on channel 277 as part of the Digital Starter package. *The Oprah Winfrey Network (OWN)*, named after the former daytime talk-show host Oprah Winfrey, is an American general entertainment television channel produced by Harpo Productions and Discovery Communications. Customers subscribing to the Digital Starter package and who have an HD television with HDTV equipment will be able to view *OWN HD*.

Starting on December 16, 2015, *Fox Deportes* will be made available on channel 602 as part of the Digital Preferred package. *Fox Deportes*, which is already available as part of the Latino package, will continue to be available as part of the Latino package. *Fox Deportes* is dedicated to broadcasting sports-related programming 24 hours a day in the Spanish language.

Customers will be notified in advance of these changes. Please feel free to contact me if you have any questions or would like additional information; I can be reached at (224) 229-3042.

Sincerely,

Joan Sage
Government Affairs Manager

To receive programming notices like this one via email, please send an email to: Comcast_GAChicago@cable.comcast.com with the word **SUBSCRIBE** in the subject line of the email.