

Village of West Dundee  
PRESIDENT AND BOARD OF TRUSTEES  
Regular Meeting  
Monday, August 7, 2023  
07:30 PM

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Agenda

V. Village President's Report

[A. Local Liquor Control Commission Hearing - Dundee Sports Bar Violation](#)

VI. Reports and Questions from Trustees and Working Groups

VII. Village Staff Reports

VIII. Questions from the audience

(not to exceed 30 minutes with a limit of 5 minutes per person requesting to be heard) A. Items on the Agenda B. Items not on the Agenda

IX. Consent Agenda

[A. Approval of Bill List: 08/07/2023](#)

[B. Approval of Minutes: Regular Board Meeting, July 10, 2023](#)

[C. Approval of Minutes: Regular Board Meeting, July 24, 2023](#)

X. Resolutions and Ordinances

[A. 901 W. Main St. \(The Assembly\) - Ordinance Approving a First Amendment to a Redevelopment Agreement by and between the Village of West Dundee and Old Second Bank, as Trustee \(Trustee Price\)](#)

[B. Loan Parameters Ordinance - First American Bank Loan \(President Nelson\)](#)

[C. Municipal Advisory Services Resolution \(President Nelson\)](#)

XI. Unfinished Business

[A. Recommendation to Award Public Works Fence Replacement \(Trustee Yuscka\)](#)

[B. Recommendation to Reject Proposal - Professional Tree Care Services \(Trustee Yuscka\)](#)

XV. Miscellaneous / Future Agenda Items

XVI. Adjournment

VILLAGE OF WEST DUNDEE  
LOCAL LIQUOR CONTROL COMMISSION  
MONDAY, August 7, 2023  
6:30 p.m.  
Village Hall  
102 S. Second Street

- I. Call to Order
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes – July 10, 2023
- IV. Items for Discussion
  - A. Liquor License Hearing  
Dundee Sports Bar, 999 W. Main Street, West Dundee, IL 60118
- V. Miscellaneous
- VI. Adjournment

**LOCAL LIQUOR CONTROL COMMISSION**  
**Village Hall – 102 S. Second St**

**July 10, 2023 –7:15 pm**  
**Village of West Dundee, IL**

**I. CALL TO ORDER:**

Chairman Nelson called the meeting to order at 7:15 pm.

**II. ROLL CALL:**

Present were Chairman Nelson and Commissioner Yuscka. Commissioner Price was absent. Also present were Village Manager Joseph Cavallaro, Attorney Kathleen Field Orr, and Village Clerk, Mary Jo Pape.

There were ten (10) people in the audience.

**III. CONSENT AGENDA**

**A. Approval of Minutes – June 5, 2023**

**MOTION:** Moved by Commissioner Yuscka and seconded by Chairman Nelson to approve Consent Agenda items. Upon roll call, the motion was approved.

**AYES:** Commissioner Yuscka and Chairman Nelson

**NAYS:** None

**ABSENT:** Commissioner Price

**IV. ITEMS FOR DISCUSSION:**

**A. Daily Liquor License Permit – Intelligentsia Bike Race – Friday, July 21, 2023**

Manager Cavallaro said that Emmett’s, Bleuroot, and Village Square have applied for Daily Liquor Permits for the Intelligentsia Cup Bike race to be held on Friday, July 21, 2023. Liquor Service is from 3:00 pm – 10:30 pm. In addition to liquor service, Emmett’s and Bleuroot will be selling food. Village Squire is selling alcoholic beverages only.

**MOTION:** Moved by Commissioner Yuscka and seconded by Chairman Nelson approve the issuance of a Daily Liquor Permit for Emmett’, Bleuroot and Village Squire for this event.

**B. Daily Liquor License Permit – Heritage Fest 2023 – September 15 – 17, 2023**

Manager Cavallaro said that the Village is requesting a Daily Liquor Permit for Heritage Fest to be held September 15-17 in downtown West Dundee. Wristbands will be issued to those presenting legal identification of 21 and above. The layout for Heritage Fest is the same as in past years and the restricted area for alcohol to be sold and consumed will be monitored by the West Dundee Police Department.

**MOTION:** Moved by Commissioner Yuscka and seconded by Chairman Nelson to approve a Daily Liquor Permit for Heritage Fest in downtown West Dundee on September 15, 16 and 17, 2023.

**AYES:** Commissioner Yuscka and Chairman Nelson

**NAYS:** None

**ABSENT:** Commissioner Price

**V. MISCELLANEOUS:** These were none

**VI. ADJOURNMENT:**

**MOTION:** Moved by Commissioner Yuscka and seconded by Chairman Nelson to adjourn the Local Liquor Control Commission. The motion was approved by a unanimous voice vote.

The Local Liquor Control Commission meeting adjourned at 7:19 pm.

**ATTEST:**

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Mary Jo Pape  
Village Clerk

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Christopher Nelson  
Village President

Village of  
**West Dundee**



TO: Local Liquor Control Commission  
FROM: Joseph A. Cavallaro, Village Manager  
DATE: August 3, 2023  
SUBJECT: Liquor License Violations at 999 West Main Street (Dundee Sports Bar)

**INTRODUCTION:**

The licensed liquor establishment operating inside the LifeZone 360 facility (999 W. Main) was found to be in violation of various local liquor ordinance stipulations, as described in the attached complaints. The Village has provided notice to the owner of the facility, Jeff Dunham, with copies of the complaint forms and notice of a Local Liquor Commission Hearing (attached) scheduled for August 7, 2023, at 6:30 pm.

**BACKGROUND:**

The LifeZone 360 facility continues to present challenges regarding tracking internal business names, business activities, business owner/management, and liquor license privilege parameters. Since 2020, the Police Department has responded to various fights within the facility, mostly related to the participants and spectators of the various sports being played in the facility combined with liquor service which allows for consumption anywhere within the vast multi-genre & multi-age venue.

The complaints filed by the West Dundee Police Department include 3 separate incidents.

- 1) On June 1<sup>st</sup> Dundee Sports Bar's manager did not have proof of the completion of State Certified Beverage Alcohol Sellers and Servers Education Training (BASSET) and did not have a photocopy of said certificate.

The manager or owner did not make an application as required by ordinance regarding their employment and notification to the Village and additional violations were noted.

- 2) Dundee Sports Bar remained open for business on its premises, contrary to the allowable time stipulated by the Ordinance on June 2, 2023.
- 3) As was noted to the Local Liquor Control Commission back in April, the Dundee Sports Bar liquor license application was not fully complete, and the recommendation was the issuance of renewal by the Commission subject to the appropriate documentation.

Numerous requests were made via letter and email to Dundee Sports Bar regarding compliance and the required additional documentation, including formal letters dated June 2, 2023, and June 8, 2023. The violations included appropriate names, and addresses of managers, appropriate signatures, emails, and contacts, along with the lack of a notary for signature.

The documentation as submitted for the business license renewal is not consistent with that which was submitted for the liquor license renewal for the Village or with the State of Illinois liquor license.

Unfortunately, these are not the first violations for Dundee Sports Bar, and the current ownership continues to disobey numerous liquor and business ordinances with willful and wanton disregard. Even with the simple administrative responsibility of completing an appropriate application and annual renewal form, Dundee Sports Bar has not been able to complete that task, which was requested dating back to April.

The Village Staff and Police Department are recommending and seeking revocation of the liquor license as a result of the numerous and severity of issues which include, but are not limited to, the blatant disregard of Village code license conditions and service code violations. To do so, the respondent must be afforded due process which includes their opportunity to plead their case in front of the Local Liquor Control Commission to allow for their "Day in Court" on the complaint of charges that have been filed.

It is the Village's position that an expeditious hearing date be established and is recommending August 21, 2023, at 6:30 pm. The Village will secure a court reporter for said hearing.

The Village's position is that the petitioner may request an additional continuance beyond the 14 days as afforded, but Village Staff is recommending that the hearing be scheduled for that date and time due to the fact that no effort has been made to bring any of these issues into compliance since the April request date and the subsequent violation complaints being filed against Dundee Sports Bar.

Attorney Steven Tousey will be representing the Police Department and potentially prosecuting the hearing for this Liquor License Hearing. Attorney Michael Castaldo will be representing the Commission and will provide guidance and counsel to the Commission regarding the conduct of the Hearing.

The basic format is as follows:

Attorney Tousey intends to have a conversation with the business owner in advance of the Hearing. The purpose of this conversation is to attempt to garner the liquor establishment owner's intention and direction in addressing the complaint and the issues being raised.

The outline for the meeting will be:

1. Chairman Nelson will open the hearing.
2. Attorney Tousey will introduce the Complaint as provided by the WDPD.
3. Allow the business owner to respond to the Complaint (most likely to request continuance). The Village should insist on a Hearing date of August 21<sup>st</sup> at 6:30 pm.
4. Motion to continue to August 21, 2023, at 6:30 pm. for a hearing on the complaint, as filed.
5. Motion to Adjourn.

Should you have any further questions, please let me know.

JAC:mjp

CC: Michael Castaldo, Village Attorney  
Kathleen Field Orr, Village Attorney  
Steven Tousey, Village Prosecutor  
Anthony Gorski, Police Chief  
Village President and Board of Trustees  
Dundee Sports Bar

STATE OF ILLINOIS )  
COUNTY OF KANE )

BEFORE THE  
LOCAL LIQUOR CONTROL COMMISSION OF THE  
VILLAGE OF WEST DUNDEE, ILLINOIS

In the Matter of: )  
Dundee Sports Bar, Inc. )  
999 W. Main Street ) No. #14  
West Dundee, IL 60118 ) Class A Liquor License

**NOTICE**

PLEASE TAKE NOTICE that a preliminary hearing on the Complaints served upon Dundee Sports Bar, Inc., in the above-captioned matter will be held on August 7, 2023, at Village Hall, 102 South Second St, West Dundee, Illinois, at 6:30 p.m., at which time you may appear, respond to the Complaint, enter a plea and/or schedule a hearing on the merits.

By:



Village of West Dundee

**PROOF OF SERVICE BY HAND DELIVERY**

I, a non-attorney, on oath state that I served this Notice and Complaint by personally delivering true and correct copies to:

Jeffrey Dunham Owner, Dundee Sports Bar, Inc., 999 W. Main Street, West Dundee, IL 60118

Other Dundee Sports Bar Management: (name & address) \_\_\_\_\_

Oscar Diaz Beltian [REDACTED]

Served on or about the hour of

7:36 p.m. on June 29, 2023.

Oscar Diaz Beltian

SUBSCRIBE AND SWORN TO before  
me this 29 day of June, 2023.



Notary Public **OFFICIAL SEAL"**  
**DREW MORGAN**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/10/2026

STATE OF ILLINOIS )  
  )SS  
COUNTY OF KANE   )

BEFORE THE  
LOCAL LIQUOR CONTROL COMMISSION OF THE  
VILLAGE OF WEST DUNDEE, ILLINOIS

In the Matter of:                  )  
Dundee Sports Bar, Inc.          )  
999 W. Main Street              )      No. #14  
West Dundee, IL 60118          )      Class A Liquor License

**COMPLAINT**

NOW COMES the Chief of Police of the Village of West Dundee, Anthony Gorski, and alleges the following:

1. He is the Chief of Police of the Village of West Dundee, and was so employed at all times relevant to this Complaint.

2. Dundee Sports Bar, Inc. filed an application for a Class A liquor license with the Village of West Dundee on April 11, 2023. Dundee Sports Bar, Inc. operates a bar at 999 W. Main Street, West Dundee, Illinois. A true and correct copy of the April 11, 2023 liquor license application is attached hereto as ***Exhibit A***.

3. Dundee Sports Bar, Inc. is an Illinois Corporation with a State of Illinois Certificate of Good Standing File Number 70333376. One Hundred percent (100.00%) of stock is owned by Jeffrey Dunham. See April 11, 2023, Liquor License Application filed with the Village of West Dundee. A true and correct copy of the Corporation File Detail Report from the Office of the Illinois Secretary of State is attached hereto as ***Exhibit B***.

4. Dundee Sports Bar, Inc. is managed by Jeffrey Dunham, 999 W. Main Street, West Dundee, IL 60118 according to the application filed with the Village of West Dundee, Illinois. See ***Exhibit B***.

5. Section 3-2-4 (A) of the Village Code for the Village of West Dundee states in part as follows:

**APPLICATIONS:**

A. Applications for alcoholic liquor licenses shall be made to the local liquor control commission, which shall have authority to grant, suspend and/or revoke all such licenses. Applications shall be available from the village clerk or deputy village clerk during regular business hours. Such applications shall be made in writing, and shall be signed by the applicant, if an individual, or by a duly authorized agent thereof, if a club or corporation, verified by oath or affidavit, and shall contain the following information and statements:

10. The name and address of the manager of the premises if the premises are managed by a person other than the applicant.

6. Section 3-2-8 (C) of the Village Code for the Village of West Dundee states in part as follows:

C. Class A License:

1. Regulations: Licenses for establishments dispensing alcoholic liquors for consumption on the premises, whether served with full service meals in restaurants, taverns, hotels, motels, inns or eating establishments, at retail, and having one (1) or more service bars.
2. Closing Hours: Class A licensed premises shall not be open to the public on Mondays between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M., Tuesdays through Fridays between the hours of one o'clock (1:00) A.M. and six o'clock (6:00) A.M., Saturdays between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M., and on Sundays between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M.

7. Section 3-2-11 (A) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- A. Proof Of Completion Of BASSET Training: Ninety (90) days after the passage hereof all original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all persons who sell or serve alcoholic beverages, all management personnel working on premises, and anyone whose job description entails the checking of identification for the purchases of alcoholic beverages, pursuant to that license.

8. Section 3-2-11 (D) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- D. Photocopies Of Certificates Maintained: A photocopy of certificate of completion for all owners, managers, employees, or agents required by this section to have BASSET training shall be maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities.

9. Section 3-2-11 (F) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- F. Offenses By Employee: No employee shall do any of the following:
  2. Harbor or permit any intoxicated persons to loiter on the premises or permit any conduct which tends to provoke a breach of the peace and quiet of the neighborhood or of the premises;

10. Said Licensee, through its employee, Amanda E. Castaneda, did on **June 1, 2023**, at or about 10:25 P.M., (Police Incident Number 23-2638) permit conduct which provoked a breach of the peace, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 9** above.

11. Said Licensee, did on **June 1 2023**, at or about 10:25 P.M., (Police Incident Number 23-2638) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, without making application as required by ordinance, and referenced in **paragraph 5** above.

12. Said Licensee, did on **June 1 2023**, at or about 10:25 P.M., (Police Incident Number 23-2638) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program, contrary to the ordinance referenced in **paragraph 7** above.

13. Said Licensee, did on **June 1 2023**, at or about 10:25 P.M., (Police Incident Number 23-2638) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have a photocopy of certificate of completion for state certified beverage alcohol sellers and servers education and training (BASSET) program maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities, contrary to the ordinance referenced in **paragraph 8** above.

14. Said Licensee, through its employee, Oscar Diaz-Beltran, did on **June 1 2023**, at or about 10:25 P.M., (Police Incident Number 23-2638) permit conduct which provoked a breach of the peace, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance in **paragraph 9** above.

15. The violations of Chapter 2 Liquor Control of the Village Code for the Village of West Dundee, referred to herein, constitutes good cause to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc. and to impose a fine and order reimbursement of fees and costs to the Village pursuant to Section 3-2-14 (C) and Section 3-2-4 (B) (2) of the Village Code of the Village of West Dundee.

WHEREAS, the Complainant, Anthony Gorski, prays that the Local Liquor Control Commission hold a hearing to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc., to impose a fine and order reimbursement of the Village of West Dundee's costs and attorney's fees included herein.



Anthony Gorski  
Chief of Police, Village of West Dundee

Anthony Gorski, being first duly sworn on oath, hereby deposes and states that he is the Complainant in the above-captioned cause, that he has read the foregoing complaint, and that the allegations contained therein are true and correct to the best of this knowledge and belief.



Anthony Gorski  
Chief of Police, Village of West Dundee

SUBSCRIBE AND SWORN TO before

me this 21<sup>st</sup> day of June, 2023.



Notary Public



STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF KANE   )

BEFORE THE  
LOCAL LIQUOR CONTROL COMMISSION OF THE  
VILLAGE OF WEST DUNDEE, ILLINOIS

In the Matter of:            )  
Dundee Sports Bar, Inc.    )  
999 W. Main Street         )        No. #14  
West Dundee, IL 60118     )        Class A Liquor License

**COMPLAINT**

NOW COMES the Chief of Police of the Village of West Dundee, Anthony Gorski, and alleges the following:

1. He is the Chief of Police of the Village of West Dundee, and was so employed at all times relevant to this Complaint.
2. Dundee Sports Bar, Inc. filed an application for a Class A liquor license with the Village of West Dundee on April 11, 2023. Dundee Sports Bar, Inc. operates a bar at 999 W. Main Street, West Dundee, Illinois. A true and correct copy of the April 11, 2023 liquor license application is attached hereto as **Exhibit A**.
3. Dundee Sports Bar, Inc. is an Illinois Corporation with a State of Illinois Certificate of Good Standing File Number 70333376. One Hundred percent (100.00%) of stock is owned by Jeffrey Dunham. See April 11, 2023, Liquor License Application filed with the Village of West Dundee. A true and correct copy of the application is attached hereto as **Exhibit B**.
4. Dundee Sports Bar, Inc. is managed by Jeffrey Dunham, 999 W. Main Street, West Dundee, IL 60118 according to the application filed with the Village of West Dundee, Illinois. See **Exhibit B**.
5. Section 3-2-4 (A) of the Village Code for the Village of West Dundee states in part as follows:

APPLICATIONS:

- A. Applications for alcoholic liquor licenses shall be made to the local liquor control commission, which shall have authority to grant, suspend and/or revoke all such licenses. Applications shall be available from the village clerk or deputy village clerk during regular business hours. Such applications shall be made in writing, and shall be signed by the applicant, if an individual, or by a duly authorized agent thereof, if a club or corporation, verified by oath or affidavit, and shall contain the following information and statements:
  10. The name and address of the manager of the premises if the premises are managed by a person other than the applicant.

6. Section 3-2-8 (C) of the Village Code for the Village of West Dundee states in part as follows:

C. Class A License:

1. Regulations: Licenses for establishments dispensing alcoholic liquors for consumption on the premises, whether served with full service meals in restaurants, taverns, hotels, motels, inns or eating establishments, at retail, and having one (1) or more service bars.
2. Closing Hours: Class A licensed premises shall not be open to the public on Mondays between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M., Tuesdays through Fridays between the hours of one o'clock (1:00) A.M. and six o'clock (6:00) A.M., Saturdays between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M., and on Sundays between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M.

7. Section 3-2-11 (A) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- A. Proof Of Completion Of BASSET Training: Ninety (90) days after the passage hereof all original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all persons who sell or serve alcoholic beverages, all management personnel working on premises, and anyone whose job description entails the checking of identification for the purchases of alcoholic beverages, pursuant to that license.

8. Section 3-2-11 (D) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- D. Photocopies Of Certificates Maintained: A photocopy of certificate of completion for all owners, managers, employees, or agents required by this section to have BASSET training shall be maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities.

9. Section 3-2-11 (F) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- F. Offenses By Employee: No employee shall do any of the following:
  2. Harbor or permit any intoxicated persons to loiter on the premises or permit any conduct which tends to provoke a breach of the peace and quiet of the neighborhood or of the premises;

10. Said Licensee, through its employee, Amanda E. Castaneda, did on **June 2, 2023**, at or about 1:22 A.M., (Police Incident Number 23-2641) remain open for business, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, alcoholic liquor, to the public, contrary to the allowable times stipulated by ordinance, and referenced in **paragraph 6** above.

11. Said Licensee, through its employee Oscar Diaz-Beltran , did on **June 2, 2023**, at or about 1:22 A.M., (Police Incident Number 23-2641) remain open for business, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, alcoholic liquor, to the public, contrary to the allowable times stipulated by ordinance, and referenced in **paragraph 6** above.

12. Said Licensee, did on **June 2, 2023**, at or about 1:22 A.M., (Police Incident Number 23-2641) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, without making application as required by ordinance, and referenced in **paragraph 5** above.

13. Said Licensee, did on **June 2, 2023**, at or about 1:22 A.M., (Police Incident Number 23-2641) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have proof of completion of a state certified beverage alcohol sellers and servers education and training (**BASSET**) program, contrary to the ordinance referenced in **paragraph 7** above.

14. Said Licensee, did on **June 2, 2023**, at or about 1:22 A.M., (Police Incident Number 23-2641) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have a photocopy of certificate of completion for state certified beverage alcohol sellers and servers education and training (**BASSET**) program maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities, contrary to the ordinance referenced in **paragraph 8** above.

15. The violations of Chapter 2 Liquor Control of the Village Code for the Village of West Dundee, referred to herein, constitutes good cause to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc. and to impose a fine and order reimbursement of fees and costs to the Village pursuant to Section 3-2-14 (C) and Section 3-2-4 (B) (2) of the Village Code of the Village of West Dundee.

WHEREAS, the Complainant, Anthony Gorski, prays that the Local Liquor Control Commission hold a hearing to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc., to impose a fine and order reimbursement of the Village of West Dundee's costs and attorney's fees included herein.



Anthony Gorski  
Chief of Police, Village of West Dundee

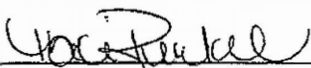
Anthony Gorski, being first duly sworn on oath, hereby deposes and states that he is the Complainant in the above-captioned cause, that he has read the foregoing complaint, and that the allegations contained therein are true and correct to the best of this knowledge and belief.



Anthony Gorski  
Chief of Police, Village of West Dundee

SUBSCRIBE AND SWORN TO before

me this 29<sup>th</sup> day of June, 2023.



Notary Public





6. Section 3-2-8 (C) of the Village Code for the Village of West Dundee states in part as follows:

C. Class A License:

1. Regulations: Licenses for establishments dispensing alcoholic liquors for consumption on the premises, whether served with full service meals in restaurants, taverns, hotels, motels, inns or eating establishments, at retail, and having one (1) or more service bars.
2. Closing Hours: Class A licensed premises shall not be open to the public on Mondays between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M., Tuesdays through Fridays between the hours of one o'clock (1:00) A.M. and six o'clock (6:00) A.M., Saturdays between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M., and on Sundays between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M.

7. Section 3-2-11 (A) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- A. Proof Of Completion Of BASSET Training: Ninety (90) days after the passage hereof all original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all persons who sell or serve alcoholic beverages, all management personnel working on premises, and anyone whose job description entails the checking of identification for the purchases of alcoholic beverages, pursuant to that license.

8. Section 3-2-11 (D) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- D. Photocopies Of Certificates Maintained: A photocopy of certificate of completion for all owners, managers, employees, or agents required by this section to have BASSET training shall be maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities.

9. Section 3-2-11 (F) of the Village Code for the Village of West Dundee states in part as follows:

BASSET Certification:

- F. Offenses By Employee: No employee shall do any of the following:
  2. Harbor or permit any intoxicated persons to loiter on the premises or permit any conduct which tends to provoke a breach of the peace and quiet of the neighborhood or of the premises;

10. Said Licensee, through its employee, Adilene P. Aviles, did on **June 8, 2023**, at or about 1:10 A.M., (Police Incident Number 23-2772) remain open for business, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, alcoholic liquor, to the public, contrary to the allowable times stipulated by ordinance, and referenced in **paragraph 6** above.

11. Said Licensee, through its employee Oscar Diaz-Beltran did on **June 8, 2023**, at or about 1:10 A.M., (Police Incident Number 23-2772) remain open for business, at its licensed premises at 999 W. Main Street, West Dundee, Illinois, alcoholic liquor, to the public, contrary to the allowable times stipulated by ordinance, and referenced in **paragraph 6** above.

12. Said Licensee, did on **June 8, 2023**, at or about 1:10 A.M., (Police Incident Number 23-2772) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, without making application as required by ordinance, and referenced in **paragraph 5** above.

13. Said Licensee, did on **June 8, 2023**, at or about 1:10 A.M., (Police Incident Number 23-2772) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program, contrary to the ordinance referenced in **paragraph 7** above.

14. Said Licensee, did on **June 8, 2023**, at or about 1:10 A.M., (Police Incident Number 23-2772) employ Oscar Diaz-Beltran as Manager of its licensed premises at 999 W. Main Street, West Dundee, Illinois, who did not have a photocopy of certificate of completion for state certified beverage alcohol sellers and servers education and training (BASSET) program maintained, by the establishment, in a manner that will allow inspection, upon demand, by any designee of both the state or local liquor control authorities, contrary to the ordinance referenced in **paragraph 8** above.

15. The violations of Chapter 2 Liquor Control of the Village Code for the Village of West Dundee, referred to herein, constitutes good cause to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc. and to impose a fine and order reimbursement of fees and costs to the Village pursuant to Section 3-2-14 (C) and Section 3-2-4 (B) (2) of the Village Code of the Village of West Dundee.

WHEREAS, the Complainant, Anthony Gorski, prays that the Local Liquor Control Commission hold a hearing to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc., to impose a fine and order reimbursement of the Village of West Dundee's costs and attorney's fees included herein.



Anthony Gorski  
Chief of Police, Village of West Dundee

Anthony Gorski, being first duly sworn on oath, hereby deposes and states that he is the Complainant in the above-captioned cause, that he has read the foregoing complaint, and that the allegations contained therein are true and correct to the best of his knowledge and belief.



Anthony Gorski  
Chief of Police, Village of West Dundee

SUBSCRIBE AND SWORN TO before  
me this 27<sup>th</sup> day of June, 2023.

Trace Runkel  
Notary Public



STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF KANE   )

BEFORE THE  
LOCAL LIQUOR CONTROL COMMISSION OF THE  
VILLAGE OF WEST DUNDEE, ILLINOIS

In the Matter of:            )    No. #14  
Dundee Sports Bar, Inc.     )    Class A Liquor License  
999 W. Main Street         )    &  
West Dundee, IL 60118     )    Business License

**COMPLAINT**

NOW COMES the Chief of Police of the Village of West Dundee, Anthony Gorski, and alleges the following:

1. He is the Chief of Police of the Village of West Dundee, and was so employed at all times relevant to this Complaint.

2. Dundee Sports Bar, Inc. was issued a Business Registration License by the Village of West Dundee for calendar year 2023. Dundee Sports Bar, Inc. operates a bar at 999 W. Main Street, West Dundee, Illinois. A true and correct copy of the 2023 Business Registration License is attached hereto as ***Exhibit C***.

3. Dundee Sports Bar, Inc. is an Illinois Corporation with a State of Illinois Certificate of Good Standing File Number 70333376. One Hundred percent (100.00%) of stock is owned by Jeffrey Dunham. A true and correct copy of the Corporation File Detail Report from the Office of the Illinois Secretary of State is attached hereto as ***Exhibit B***.

4. Dundee Sports Bar, Inc. is managed by Jeffrey Dunham, 999 W. Main Street, West Dundee, IL 60118 according to the liquor license application filed with the Village of West Dundee, Illinois, on April 11, 2023. A true and correct copy of the April 11, 2023 Liquor License Application and 2023 Business Registration & License Renewal are attached hereto as ***Exhibit A and Exhibit C*** respectively.

5. Section 3-2-4 (A) of the Village Code for the Village of West Dundee states in part as follows:

APPLICATIONS:

A. Applications for alcoholic liquor licenses shall be made to the local liquor control commission, which shall have authority to grant, suspend and/or revoke all such licenses. Applications shall be available from the village clerk or deputy village clerk during regular business hours. Such applications shall be made in writing, and shall be signed by the applicant, if an individual, or by a duly authorized agent thereof, if a club or corporation, verified by oath or affidavit, and shall contain the following information and statements:

10. The name and address of the manager of the premises if the premises are managed by a person other than the applicant.

6. Section 3-1-4: APPLICATIONS (B) of the Village Code for the Village of West Dundee states in part as follows:

- B. If the applicant is an individual (sole proprietorship), the application shall contain his name, date of birth, residential address, and residential telephone number. If the applicant is a partnership or other noncorporate business entity, the application shall contain the name, date of birth, and residential address and residential telephone number of each partner, principal, or member. If the applicant is a corporation, the application shall contain the name, date of birth, and residential address of each principal officer and the registered agent thereof.

7. Section 3-1-4: APPLICATIONS (C) of the Village Code for the Village of West Dundee states in part as follows:

- C. Each application also shall contain:
  - 5. Such additional information as may be needed for the proper guidance of Village officials in the evaluation of such application, including but not limited to:
    - b. Identity of management employees and their position with the applicant.

8. Section 3-2-18 SUSPENSION, REVOCATION OF LICENSE (B) of the Village Code for the Village of West Dundee states in part as follows:

- B. Revocation Of License: Licenses issued by the Village may be suspended for up to thirty (30) days or revoked in addition to any fine imposed by the Village Manager after notice and hearing as provided in subsection D of this section for any of the following causes:
  - 1. Any fraud, misrepresentation, or false statement contained in the application for the license;
  - 2. Failure by the applicant to comply with any provision of this Code or any Statutes of the State relating to the business, occupation, or activity of the license;

9. Said Licensee, did on **March 30, 2023**, cause to have delivered, the 2023 Business Renewal Letter and 2023 Business Registration & License Renewal application, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 5** above.

10. Said Licensee, did on **March 30, 2023**, cause to have delivered, the 2023 Business Renewal Letter and 2023 Business Registration & License Renewal application, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 6** above.

11. Said Licensee, did on **March 30, 2023**, cause to have delivered, the 2023 Business Renewal Letter and 2023 Business Registration & License Renewal application, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 7** above.

12. Said Licensee, did on **March 30, 2023**, cause to have delivered, the 2023 Business Renewal Letter and 2023 Business Registration & License Renewal application, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 8** above.

13. Said Licensee, did on **April 11, 2023**, cause to have delivered, the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 5** above.

14. Said Licensee, did on **April 11, 2023**, cause to have delivered, the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 6** above.

15. Said Licensee, did on **April 11, 2023**, cause to have delivered, the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 7** above.

16. Said Licensee, did on **April 11, 2023**, cause to have delivered, the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, contrary to stipulations referenced by ordinance, in **paragraph 8** above.

17. Said Licensee, through its employee, Gil Zambrano, failed to respond and/or provide the required documentation necessary to complete the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, as requested in a letter dated and sent on **June 2, 2023**, contrary to stipulations referenced by ordinance, in **paragraph 8** above. A true and correct copy of the June 2, 2023 letter is attached hereto as **Exhibit D**.

18. Said Licensee, through its employee, Gil Zambrano, failed to respond and/or provide the required documentation necessary to complete the 2023-2024 Application for Alcoholic Liquor License, for its licensed premises at 999 W. Main Street, West Dundee, Illinois, as requested in a letter dated and sent on **June 8, 2023**, contrary to stipulations referenced by ordinance, in **paragraph 8** above. A true and correct copy of the June 8, 2023 letter is attached hereto as **Exhibit E**.

WHEREAS, the Complainant, Anthony Gorski, prays that the Local Liquor Control Commission hold a hearing to revoke and/or suspend the liquor license issued to Dundee Sports Bar, Inc., to impose a fine and order reimbursement of the Village of West Dundee's costs and attorney's fees included herein.



Anthony Gorski  
Chief of Police, Village of West Dundee

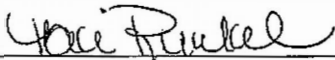
Anthony Gorski, being first duly sworn on oath, hereby deposes and states that he is the Complainant in the above-captioned cause, that he has read the foregoing complaint, and that the allegations contained therein are true and correct to the best of this knowledge and belief.



Anthony Gorski  
Chief of Police, Village of West Dundee

SUBSCRIBE AND SWORN TO before

me this 20<sup>th</sup> day of June, 2023.



Notary Public



| VENDOR #      | INVOICE #                     | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT             | INVOICE AMT/ ITEM AMT |
|---------------|-------------------------------|----------------|----------------|--------------|------------------------------|-----------------------|
| ADV107        | ADVANCE AUTO PARTS            |                |                |              |                              |                       |
| 8669321352438 |                               | AB             |                | 080323       | 08/07/2023                   | 11.56                 |
|               | 01 ANTI SEIZE COMPOUND QTY 2  |                | 1-15-4-0500    |              | AUTOMOTIVE PARTS             | 11.56                 |
|               |                               |                |                |              | VENDOR TOTAL:                | 11.56                 |
| AEP100        | AEP ENERGY                    |                |                |              |                              |                       |
| 072423        | 29073                         | AB             |                | 080323       | 08/07/2023                   | 1,066.08              |
|               | 01 ACCOUNT 3013129073         |                | 1-17-3-1000    |              | ELECTRICITY                  | 1,066.08              |
| 072623        | 29062                         | AB             |                | 080323       | 08/07/2023                   | 278.57                |
|               | 01 ACCOUNT 3013129062         |                | 1-17-3-1000    |              | ELECTRICITY                  | 278.57                |
|               |                               |                |                |              | VENDOR TOTAL:                | 1,344.65              |
| AIR100        | AIR ONE EQUIPMENT, INC.       |                |                |              |                              |                       |
| 196020        |                               | AB             |                | 080323       | 08/07/2023                   | 5,231.00              |
|               | 01 TASK FORCE TIPS            |                | 4-42-5-1200    |              | FIRE DEPART OPERATING EQUIP  | 5,231.00              |
| 196149        |                               | AB             |                | 080323       | 08/07/2023                   | 274.00                |
|               | 01 FRN FIRE CAIRNS B&W QTY 11 |                | 1-15-3-3800    |              | FIRE - REIMBURSEABLE EXPENSE | 274.00                |
|               |                               |                |                |              | VENDOR TOTAL:                | 5,505.00              |
| AIR101        | AIRGAS USA LLC                |                |                |              |                              |                       |
| 550021644     |                               | AB             |                | 080123       | 08/07/2023                   | 428.50                |
|               | 01 GAS CYLINDER               |                | 1-17-3-0200    |              | OPERATING SUPPLIES           | 257.10                |
|               | 02 GAS CYLINDER               |                | 2-21-3-0200    |              | OPERATING SUPPLIES           | 171.40                |
|               |                               |                |                |              | VENDOR TOTAL:                | 428.50                |
| ALL116        | ALLEN VISUAL SYSTEMS, INC.    |                |                |              |                              |                       |
| 19028         |                               | AB             |                | 080323       | 08/07/2023                   | 1,917.00              |
|               | 01 VH BOARD DIGITAL RECORDER  |                | 4-42-5-1800    |              | BLDG/GROUNDS REPAIRS         | 1,917.00              |
|               |                               |                |                |              | VENDOR TOTAL:                | 1,917.00              |
| AMA101        | AMAZON CAPITAL SERVICES, INC. |                |                |              |                              |                       |
| 11YJ-791N-QLV |                               | AB             |                | 080323       | 08/07/2023                   | 317.96                |

| VENDOR #<br>INVOICE #    | INVOICE<br>STATUS                   | ACCOUNT NUMBER | BATCH<br>P.O. #               | DUE DATE<br>PROJECT             | INVOICE AMT/<br>ITEM AMT |
|--------------------------|-------------------------------------|----------------|-------------------------------|---------------------------------|--------------------------|
| 01                       | RDFD TRIPP LIT                      | 1-12-3-3800    | REIMBURSABLE                  |                                 | 317.96                   |
| AMA101<br>11YJ-791N-HLWC | AMAZON CAPITAL SERVICES, INC.       |                |                               |                                 |                          |
| 01                       | LABELS                              | 1-15-3-0100    | OFFICE SUPPLIES               | 08/01/2023<br>080323 08/07/2023 | 21.99<br>21.99           |
| 13RY-M43J-HD1K           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | 2,269.13                 |
| 01                       | SHOES, POUCH, KEY HOLDER            | 1-14-2-1500    | CLOTHING ALLOWANCE            |                                 | 205.93                   |
| 02                       | FLASH DRIVES, NOTARY JOURNALS       | 1-14-3-0100    | OFFICE SUPPLIES               |                                 | 191.82                   |
| 03                       | WTR JUG, FILTER, FRSH PDS, PP TWL   | 1-14-3-0200    | OPERATING SUPPLIES            |                                 | 126.77                   |
| 04                       | BOOTS&WADERS                        | 1-17-2-1500    | UNIFORMS                      |                                 | 93.10                    |
| 05                       | TIRE IRON                           | 1-17-3-3500    | SMALL EQUIP/TOOLS/HARDWARE    |                                 | 55.05                    |
| 06                       | PAINT&PEDAL ASSEMBLY                | 1-17-4-0550    | VEHICLE REPAIRS & MAINT PARTS |                                 | 191.07                   |
| 07                       | BOOTS&WADERS                        | 1-18-2-1500    | UNIFORMS                      |                                 | 93.10                    |
| 08                       | BOOTS&WADERS                        | 2-21-2-1500    | UNIFORMS                      |                                 | 16.55                    |
| 09                       | GLVS, CASE, LBL MKR                 | 2-21-3-0200    | OPERATING SUPPLIES            |                                 | 113.77                   |
| 10                       | FLSHLT, KIT, PWR STN, GRNDR, CBL, R | 2-21-3-3500    | SMALL EQUIP/TOOLS/HARDWARE    |                                 | 541.41                   |
| 11                       | 5TH ST-FUSES                        | 2-21-4-2800    | RESERVOIRS                    |                                 | 87.90                    |
| 12                       | UPS&SCADA-ANTENNA                   | 2-21-4-4000    | SCADA/TECH                    |                                 | 223.98                   |
| 13                       | BOOTS&WADERS                        | 2-22-2-1500    | CLOTHING ALLOWANCE            |                                 | 4.13                     |
| 14                       | TOOL KIT, PWR STATION, SND CLTH     | 2-22-3-3500    | SMALL EQUIP/TOOLS/HARDWARE    |                                 | 225.73                   |
| 15                       | VERSIPACK                           | 1-15-3-0300    | MEDICAL SUPPLIES              |                                 | 98.82                    |
| 1413-1CPP-JFGJ           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | 259.95                   |
| 01                       | TRUCK-ANTENNA                       | 4-42-5-1210    | FIRE VEHICLE REPLACEMENT      |                                 | 259.95                   |
| 1DVV-KV3H-K7F4           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | -119.95                  |
| 01                       | SHOES                               | 1-14-2-1500    | CLOTHING ALLOWANCE            |                                 | -119.95                  |
| 1JXN-7TDP-M6KD-A         |                                     |                |                               | 07/01/2023<br>080323 08/07/2023 | 2.90                     |
| 01                       | BEAD SEATER - PROMOTION             | 1-17-3-3500    | SMALL EQUIP/TOOLS/HARDWARE    |                                 | 2.90                     |
| 1LK9-WMY3-HR37           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | 1,536.09                 |
| 01                       | FOREIGN FIRE-GLOVES                 | 1-15-3-3800    | FIRE - REIMBURSEABLE EXPENSE  |                                 | 1,536.09                 |
| 1LK9-WMY3-HR37           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | 1,536.09                 |
| 11KY-1NLV-461M           |                                     |                |                               | 07/19/2023<br>080323 08/07/2023 | -17.99                   |
| 01                       | COOLING PAD                         | 1-12-5-1510    | COMPUTER EQUIPMENT            |                                 | -17.99                   |
| 1QPW-C1K1-H3PC           |                                     |                |                               | 08/01/2023<br>080323 08/07/2023 | 6,434.14                 |

| VENDOR #       | INVOICE #                         | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT | INVOICE AMT/ ITEM AMT |
|----------------|-----------------------------------|----------------|----------------|--------------|------------------|-----------------------|
|                | 01                                |                | 1-12-5-1510    |              |                  | 6,434.14              |
|                | 01                                |                |                |              |                  |                       |
| AMA101         |                                   |                |                |              |                  |                       |
| 1RP6-R99M-G3DM |                                   | AB             |                | 080323       | 08/07/2023       | 22.88                 |
| 01             | SOCKETS                           |                | 1-15-4-0500    |              |                  | 22.88                 |
|                |                                   |                |                |              |                  |                       |
| 1RP6-R99N-JQDR |                                   | AB             |                | 080323       | 08/07/2023       | 85.47                 |
| 01             | BATTERIES                         |                | 1-15-3-0200    |              |                  | 85.47                 |
|                |                                   |                |                |              |                  |                       |
| 1VTP-1VQN-JVJD |                                   | AB             |                | 080323       | 08/07/2023       | 426.83                |
| 01             | CMRA, HLDR, BAG, MCROPHN, MEM CRD |                | 1-15-2-2500    |              |                  | 426.83                |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              | VENDOR TOTAL:    | 11,239.40             |
|                |                                   |                |                |              |                  |                       |
| ASSO100        |                                   |                |                |              |                  |                       |
| 37293          |                                   | AB             |                | 080123       | 08/07/2023       | 1,120.00              |
| 01             | 802 ROYAL LEAK DETECTION          |                | 1-17-3-3000    |              |                  | 1,120.00              |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              | VENDOR TOTAL:    | 1,120.00              |
|                |                                   |                |                |              |                  |                       |
| BAT100         |                                   |                |                |              |                  |                       |
| P64028146      |                                   | AB             |                | 080123       | 08/07/2023       | 40.30                 |
| 01             | UPS BATTERIES                     |                | 2-21-4-2550    |              |                  | 40.30                 |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              | VENDOR TOTAL:    | 40.30                 |
|                |                                   |                |                |              |                  |                       |
| BAX100         |                                   |                |                |              |                  |                       |
| 0248307        |                                   | AB             |                | 080123       | 08/07/2023       | 5,067.59              |
| 01             | HUNTLEY RD PRJ 0140879.60 ENG     |                | 4-00-0-3380    |              |                  | 2,533.80              |
| 02             | HUNTLEY RD PRJ 0140879.60 ENG     |                | 4-31-5-5000    |              |                  | 2,533.79              |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              |                  |                       |
| 0248834        |                                   | AB             |                | 080123       | 08/07/2023       | 780.07                |
| 01             | 2023 STR IMPRV PRJ#0230413.40     |                | 4-31-5-2523    |              |                  | 780.07                |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              |                  |                       |
| 0248835        |                                   | AB             |                | 080123       | 08/07/2023       | 1,170.00              |
| 01             | 2323 ST IMPRV PRJ #0230413.60     |                | 4-31-5-2523    |              |                  | 1,170.00              |
|                |                                   |                |                |              |                  |                       |
|                |                                   |                |                |              | VENDOR TOTAL:    | 7,017.66              |

| VENDOR #<br>INVOICE #             | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT                         | INVOICE AMT/<br>ITEM AMT |
|-----------------------------------|-------------------|----------------|-----------------|---|--------------------------|
| BEV100<br>291894                  | AB                | 1-17-4-1200    | 080123          | 07/16/2023<br>STREETS                       | 305.63<br>305.63         |
| 01 GRAVEL                         |                   |                |                 |   |                          |
| 292235                            | AB                | 1-17-4-1200    | 080123          | 06/24/2023<br>STREETS                       | 309.25<br>309.25         |
| 01 GRAVEL                         |                   |                |                 |   |                          |
|                                   |                   |                |                 | VENDOR TOTAL:                               | 614.88                   |
| BFT100<br>17849                   | AB                | 1-16-3-3000    | 080323          | 07/21/2023<br>CONTRACTUAL SERVICES          | 619.99<br>619.99         |
| 01 JUNE INSPECTIONS               |                   |                |                 |   |                          |
| 62201                             | AB                | 1-16-3-3000    | 080323          | 07/20/2023<br>CONTRACTUAL SERVICES          | 333.57<br>333.57         |
| 01 83 SOUTH ST-GAY RESIDENCE      |                   |                |                 |   |                          |
|                                   |                   |                |                 | VENDOR TOTAL:                               | 953.56                   |
| BLU101<br>45205                   | AB                | 1-11-7-1000    | 080323          | 07/25/2023<br>FIRE AND POLICE COMMISSION    | 447.00<br>447.00         |
| 01 LAT TRANSFER PD POSTING        |                   |                |                 |   |                          |
|                                   |                   |                |                 | VENDOR TOTAL:                               | 447.00                   |
| BON102<br>070123                  | AB                | 1-18-3-3000    | 080123          | 08/01/2023<br>CONTRACTUAL SERVICES          | 225.00<br>225.00         |
| 01 MOWING REIMBURSE - CHATEAU BLU |                   |                |                 |   |                          |
|                                   |                   |                |                 | VENDOR TOTAL:                               | 225.00                   |
| BOT100<br>694756                  | AB                | 1-17-4-0500    | 080123          | 07/12/2023<br>VEHICLE REPAIRS & MAINT LABOR | 28.00<br>28.00           |
| 01 VEHICLE INSPECTION #28         |                   |                |                 |   |                          |
| 694881                            | AB                | 1-17-4-0500    | 080123          | 07/17/2023<br>VEHICLE REPAIRS & MAINT LABOR | 56.00<br>56.00           |
| 01 VEHICLE INSPECTION #52, 43     |                   |                |                 |   |                          |
|                                   |                   |                |                 | VENDOR TOTAL:                               | 84.00                    |

| VENDOR #<br>INVOICE #  | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT      | INVOICE AMT/<br>ITEM AMT |
|--|-------------------|----------------|-----------------|--------------------------|--------------------------|
| BOU101<br>85033075   | AB                | 1-15-3-0300    | 080323          | 07/24/2023<br>08/07/2023 | 838.94<br>838.94         |
| 01 BOUND TREE MEDICAL, LLC<br>VAC SCTN,SHRPS,GLVS,FLWMTR       |                   |                |                 |                          |                          |
|  |                   |                |                 | VENDOR TOTAL:            | 838.94                   |
| BRA105<br>14585  | AB                | 1-14-4-0500    | 080323          | 07/24/2023<br>08/07/2023 | 97.47<br>97.47           |
| 01 BRAASCH AUTOMOTIVE<br>LOF, ROTATE TIRES D1                  |                   |                |                 |                          |                          |
|  |                   |                |                 | VENDOR TOTAL:            | 97.47                    |
| CAR109<br>INV00013309  | AB                | 1-17-3-3000    | 080323          | 07/27/2023<br>08/07/2023 | 20,291.00                |
| 01 CARTEGRAPH LLC<br>OMS 7/27/23-7/26/24                       |                   | 1-18-3-3000    |                 |                          | 5,072.75                 |
| 02 OMS 7/27/23-7/26/24   |                   | 2-21-3-3000    |                 |                          | 5,072.75                 |
| 03 OMS 7/27/23-7/26/24   |                   | 2-22-3-3000    |                 |                          | 5,072.75                 |
| 04 OMS 7/27/23-7/26/24   |                   |                |                 |                          | 5,072.75                 |
|  |                   |                |                 | VENDOR TOTAL:            | 20,291.00                |
| CAS105<br>7/24-7/28/23 1-02A                                   | AB                | 1-17-4-0200    | 080323          | 07/28/2023<br>08/07/2023 | 300.00                   |
| 01 CASEY'S BUSINESS MASTERCARD<br>CASEYS MASTERCARD ACCT 1-02A |                   | 1-18-4-0200    |                 |                          | 120.00                   |
| 02 CASEYS MASTERCARD ACCT 1-02A                                |                   | 2-21-4-0200    |                 |                          | 60.00                    |
| 03 CASEYS MASTERCARD ACCT 1-02A                                |                   | 2-22-4-0200    |                 |                          | 60.00                    |
| 04 CASEYS MASTERCARD ACCT 1-02A                                |                   |                |                 |                          | 60.00                    |
|  |                   |                |                 | VENDOR TOTAL:            | 300.00                   |
| CAV100<br>071823 COSTCO  | AB                | 5-00-3-3620    | 080323          | 07/18/2023<br>08/07/2023 | 53.99<br>53.99           |
| 01 JOSEPH CAVALLARO<br>STRING LIGHTS                           |                   |                |                 |                          |                          |
| 072023 SPEEDWAY  | AB                | 5-00-3-3620    | 080323          | 07/20/2023<br>08/07/2023 | 38.11<br>38.11           |
| 01 WATER QTY 5   |                   |                |                 |                          |                          |
| 072123 SPEEDWAY  | AB                |                | 080323          | 07/21/2023<br>08/07/2023 | 11.17                    |

| VENDOR # | INVOICE #    | INVOICE STATUS        | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT         | INVOICE AMT/ ITEM AMT |
|----------|--------------|-----------------------|----------------|--------------|--------------------------|-----------------------|
|          | 01           | ICE                   | 5-00-3-3620    |              | BIKE RACE EVENT EXPENSES | 11.17                 |
|          |              |                       |                |              | VENDOR TOTAL:            | 103.27                |
| CIT105   | CITGO        |                       |                |              |                          |                       |
|          | 7/18-7/31/23 | FIRE                  | AB             |              | 07/31/2023               | 800.00                |
|          | 01           | ACCT 0470-00-463085-1 | 1-15-4-0200    | 080323       | 08/07/2023               | 726.69                |
|          | 02           | ACCT 0470-00-463085-1 | 1-16-4-0200    |              |                          | 73.31                 |
|          | 7/18-8/1/23  | PD                    | AB             |              | 08/01/2023               | 1,200.00              |
|          | 01           | ACCT 0470-00-463148-7 | 1-14-4-0200    | 080323       | 08/07/2023               | 1,200.00              |
|          | 7/18-8/1/23  | PW                    | AB             |              | 08/01/2023               | 2,300.00              |
|          | 01           | ACCT 0470-00-463148-7 | 1-17-4-0200    | 080323       | 08/07/2023               | 920.00                |
|          | 02           | ACCT 0470-00-463148-7 | 1-18-4-0200    |              |                          | 460.00                |
|          | 03           | ACCT 0470-00-463148-7 | 2-21-4-0200    |              |                          | 460.00                |
|          | 04           | ACCT 0470-00-463148-7 | 2-22-4-0200    |              |                          | 460.00                |
|          |              |                       |                |              | VENDOR TOTAL:            | 4,300.00              |
| COM117   | COMED        |                       |                |              |                          |                       |
|          | 072023       | 22027                 | AB             |              | 07/20/2023               | 320.15                |
|          | 01           | ACCOUNT 2978022027    | 2-22-3-1000    | 080323       | 08/07/2023               | 320.15                |
|          | 072023       | 86012                 | AB             |              | 07/20/2023               | 38.83                 |
|          | 01           | ACCOUNT 1888086012    | 2-22-3-1000    | 080323       | 08/07/2023               | 38.83                 |
|          | 072423       | 96060                 | AB             |              | 07/24/2023               | 31.53                 |
|          | 01           | ACCOUNT 1116096060    | 2-22-3-1000    | 080323       | 08/07/2023               | 31.53                 |
|          | 072623       | 70065                 | AB             |              | 07/26/2023               | 197.09                |
|          | 01           | ACCOUNT 3059170065    | 1-17-3-1000    | 080323       | 08/07/2023               | 197.09                |
|          | 072623       | 78016                 | AB             |              | 07/26/2023               | 37.59                 |
|          | 01           | ACCOUNT 2731078016    | 1-17-3-0100    | 080323       | 08/07/2023               | 37.59                 |
|          |              |                       |                |              | VENDOR TOTAL:            | 625.19                |
| COM118   | COMED        |                       |                |              |                          |                       |
|          | 072523       | 64037                 | AB             |              | 07/25/2023               | 150.72                |

| VENDOR #<br>INVOICE # | INVOICE<br>STATUS              | ACCOUNT NUMBER      | BATCH<br>P.O. # | DUE DATE<br>PROJECT          | INVOICE AMT/<br>ITEM AMT |
|-----------------------|--------------------------------|---------------------|-----------------|------------------------------|--------------------------|
| 01                    | ACCOUNT                        | 7653064037          |                 |                              | 150.72                   |
|                       |                                | 1-17-3-1000         |                 | ELECTRICITY                  |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 150.72                   |
| COM120<br>062123      | COMCAST<br>75494               |                     |                 |                              |                          |
| 01                    | ACCOUNT                        | 8771 10 008 0375494 | AB              | 08/02/2023                   | 324.80                   |
|                       |                                | 2-21-3-1000         |                 | 080323 08/07/2023            | 324.80                   |
|                       |                                |                     |                 | ELECTRICITY                  |                          |
| 071623                | 75494                          |                     | AB              | 07/16/2023                   | 194.85                   |
| 01                    | ACCOUNT                        | 8771 10 008 0375494 |                 | 080323 08/07/2023            | 194.85                   |
|                       |                                | 2-21-3-1000         |                 | ELECTRICITY                  |                          |
| 072223                | 00860                          |                     | AB              | 07/22/2023                   | 95.16                    |
| 01                    | ACCOUNT                        | 8771 10 008 0000860 |                 | 080323 08/07/2023            | 95.16                    |
|                       |                                | 1-12-3-0510         |                 | DATA INTERNET/EMAIL SERVICES |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 614.81                   |
| COP100<br>108265      | C.O.P.S. AND F.I.R.E.          |                     |                 |                              |                          |
| 01                    | PRE-EMPLOYMENT GARCIA          |                     | AB              | 07/18/2023                   | 625.00                   |
|                       |                                | 1-11-7-1000         |                 | 080323 08/07/2023            | 625.00                   |
|                       |                                |                     |                 | FIRE AND POLICE COMMISSION   |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 625.00                   |
| CSI100<br>096003      | C. SINGLETON PLUMBING          |                     |                 |                              |                          |
| 01                    | BACKFLOW TESTING MISC RESIDENT |                     | AB              | 07/31/2023                   | 2,340.00                 |
|                       |                                | 2-21-3-3700         |                 | 080123 08/01/2023            | 2,340.00                 |
|                       |                                |                     |                 | REIMBURSEABLE EXPENSES       |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 2,340.00                 |
| DAI107<br>257547      | DAILY HERALD                   |                     |                 |                              |                          |
| 01                    | FENCE BID, TREE SVC BID ADS    |                     | AB              | 07/16/2023                   | 63.25                    |
|                       |                                | 1-17-3-1600         |                 | 080123 08/07/2023            | 63.25                    |
|                       |                                |                     |                 | SUBSCRIPTIONS & PUBLICATIONS |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 63.25                    |
| DOR101<br>506554      | DORNER COMPANY                 |                     |                 |                              |                          |
| 01                    | 5TH ST FILL VALVE              |                     | AB              | 06/29/2023                   | 2,159.00                 |
|                       |                                | 2-21-4-2800         |                 | 080123 08/07/2023            | 2,159.00                 |
|                       |                                |                     |                 | RESERVOIRS                   |                          |
|                       |                                |                     |                 | VENDOR TOTAL:                | 2,159.00                 |

| VENDOR # | INVOICE #                       | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT               | INVOICE AMT/ITEM AMT |
|----------|---------------------------------|----------------|----------------|--------------|--------------------------------|----------------------|
| DTL100   | DTL SOLUTIONS, LLC              |                |                |              |                                |                      |
| SI618489 |                                 | AB             |                | 080323       | 08/02/2023                     | 1,771.20             |
|          | 01 DESKTOP STANDARD QTY 50      |                | 1-12-3-3001    |              | CONTRACTUAL - COMPUTER SUPPORT | 1,375.50             |
|          | 02 KACE DESKTOP STANDARD QTY 30 |                | 1-12-3-3001    |              | CONTRACTUAL - COMPUTER SUPPORT | 395.70               |
|          |                                 |                |                |              | VENDOR TOTAL:                  | 1,771.20             |
| DUN103   | DUNDEE AUTOMOTIVE SUPPLY, INC.  |                |                |              |                                |                      |
| 450558   |                                 | AB             |                | 080123       | 07/07/2023                     | 12.15                |
|          | 01 FUSE                         |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 12.15                |
| 450854   |                                 | AB             |                | 080123       | 07/10/2023                     | 16.64                |
|          | 01 CAP                          |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 16.64                |
| 451718   |                                 | AB             |                | 080123       | 08/01/2023                     | 61.95                |
|          | 01 SPARK PLUG/FILTER #31        |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 61.95                |
| 452183   |                                 | AB             |                | 080123       | 07/25/2023                     | 59.74                |
|          | 01 TIE ROD #33                  |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 59.74                |
| 452242   |                                 | AB             |                | 080123       | 07/26/2023                     | 5,668.55             |
|          | 01 ROTARY LIFT                  |                | 4-42-5-1400    |              | BLDG/GROUNDS OPERATING EQUIP   | 5,668.55             |
| 452254   |                                 | AB             |                | 080123       | 07/26/2023                     | 92.61                |
|          | 01 AIR/FUEL FILTER #39          |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 92.61                |
| 452434   |                                 | AB             |                | 080123       | 07/28/2023                     | 37.05                |
|          | 01 #31 STOPLIGHT                |                | 1-17-4-0550    |              | VEHICLE REPAIRS & MAINT PARTS  | 37.05                |
| 452612   |                                 | AB             |                | 080323       | 07/31/2023                     | 24.28                |
|          | 01 WINDSHIELD WIPERS            |                | 1-14-4-0500    |              | AUTOMOTIVE PARTS & REPAIRS     | 24.28                |
|          |                                 |                |                |              | VENDOR TOTAL:                  | 5,972.97             |
| DUN106   | DUNDEE COLLISION, INC.          |                |                |              |                                |                      |
| 2472     |                                 | AB             |                | 080323       | 07/07/2023                     | 932.50               |

| VENDOR # | INVOICE #                 | ITEM DESCRIPTION               | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT | INVOICE AMT/ ITEM AMT |
|----------|---------------------------|--------------------------------|----------------|----------------|--------------|------------------|-----------------------|
|          | 01                        | 22 F150 FRONT DAMAGE-GATE      |                | 1-14-4-0500    |              |                  | 932.50                |
|          |                           |                                |                |                |              |                  |                       |
|          |                           |                                |                |                |              | VENDOR TOTAL:    | 932.50                |
| EBY100   | EBY GRAPHICS              |                                |                |                |              |                  |                       |
| 10935    |                           |                                | AB             |                |              | 07/20/2023       |                       |
|          | 01                        | MAGNETIC NUMBERS               |                | 1-15-4-0500    | 080323       | 08/07/2023       | 199.41                |
|          |                           |                                |                |                |              |                  | 199.41                |
| 9957     |                           |                                | AB             |                |              | 11/09/2022       |                       |
|          | 01                        | MAXMETAL QTY 14&LAMINATE QTY11 |                | 1-15-4-0500    | 080323       | 08/07/2023       | 720.43                |
|          |                           |                                |                |                |              |                  | 720.43                |
|          |                           |                                |                |                |              | VENDOR TOTAL:    | 919.84                |
| EDS100   | ED'S RENTAL & SALES, INC. |                                |                |                |              |                  |                       |
| 390743-3 |                           |                                | AB             |                |              | 07/22/2023       |                       |
|          | 01                        | TENTS,STAGE,TABLES RNTL 072123 |                | 5-00-3-3620    | 080323       | 08/07/2023       | 2,864.00              |
|          |                           |                                |                |                |              |                  | 2,864.00              |
|          |                           |                                |                |                |              | VENDOR TOTAL:    | 2,864.00              |
| ELG106   | ELGIN KEY & LOCK CO. INC. |                                |                |                |              |                  |                       |
| 231200   |                           |                                | AB             |                |              | 07/18/2023       |                       |
|          | 01                        | FLASHLIGHT                     |                | 1-18-3-3500    | 080123       | 08/07/2023       | 74.29                 |
|          | 02                        | PIN KEYS                       |                | 1-18-3-3500    |              |                  | 59.99                 |
|          |                           |                                |                |                |              |                  | 14.30                 |
| 231246   |                           |                                | AB             |                |              | 07/27/2023       |                       |
|          | 01                        | BUILDING ACCESS PASSES-KEYS    |                | 2-21-3-0200    | 080123       | 08/07/2023       | 125.15                |
|          |                           |                                |                |                |              |                  | 125.15                |
|          |                           |                                |                |                |              | VENDOR TOTAL:    | 199.44                |
| EMI100   | E-IMAGEDATA CORP          |                                |                |                |              |                  |                       |
| 59724    |                           |                                | AB             |                |              | 07/31/2023       |                       |
|          | 01                        | MICROFISCHE CONV PROJECT       |                | 1-14-3-3000    | 080323       | 08/07/2023       | 750.00                |
|          |                           |                                |                |                |              |                  | 750.00                |
|          |                           |                                |                |                |              | VENDOR TOTAL:    | 750.00                |
| FER101   | FERGUSON WATERWORKS       |                                |                |                |              |                  |                       |
| 0464199  |                           |                                | AB             |                |              | 07/06/2023       |                       |
|          | 01                        | METER ADPTR 7.7-9"             |                | 2-21-5-2910    | 080123       | 08/07/2023       | 620.10                |
|          |                           |                                |                |                |              |                  | 620.10                |
| 0466610  |                           |                                | AB             |                |              | 07/28/2023       |                       |
|          |                           |                                |                |                | 080123       | 08/07/2023       | 551.05                |

| VENDOR #<br>INVOICE #          | INVOICE<br>STATUS | ACCOUNT NUMBER                    | BATCH<br>P.O. # | DUE DATE<br>PROJECT            | INVOICE AMT/<br>ITEM AMT |
|--------------------------------|-------------------|-----------------------------------|-----------------|--------------------------------|--------------------------|
|                                |                   | 01 RRWTP REPAIR SPOOL/PARTS       | 2-21-4-2550     | WATER TREATMENT FACILITY       | 551.05                   |
| FER101<br>0467423              | AB                | FERGUSON WATERWORKS               |                 | 07/28/2023                     |                          |
|                                |                   | 01 SOUTH TOWER NETUNE AMI         | 2-21-5-2910     | METERS - RADIO REMOTE          | 8,032.42                 |
| 0467424                        | AB                |                                   |                 | 08/01/2023                     | 8,032.42                 |
|                                |                   | 01 MALL TOWER NEPTUNE AMI         | 2-21-5-2910     | METERS - RADIO REMOTE          | 8,032.42                 |
| 0469011                        | AB                |                                   |                 | 07/28/2023                     | 1,257.35                 |
|                                |                   | 01 RANDALL OAK REPITILE HOUSE MET | 2-21-3-3600     | WATER METERS                   | 1,257.35                 |
| VENDOR TOTAL:                  |                   |                                   |                 |                                | 18,493.34                |
| FET100<br>031523               | AB                | LARRY FETTES III                  |                 | 03/15/2023                     | 194.39                   |
|                                |                   | 01 RPLC CK 77321-BOOTS            | 1-17-2-1500     | UNIFORMS                       | 87.48                    |
|                                |                   | 02 RPLC CK 77321-BOOTS            | 1-18-2-1500     | UNIFORMS                       | 87.48                    |
|                                |                   | 03 RPLC CK 77321-BOOTS            | 2-21-2-1500     | UNIFORMS                       | 15.55                    |
|                                |                   | 04 RPLC CK 77321-BOOTS            | 2-22-2-1500     | CLOTHING ALLOWANCE             | 3.88                     |
| VENDOR TOTAL:                  |                   |                                   |                 |                                | 194.39                   |
| FIR125<br>7/6-7/31/23 8309     | AB                | FIRST AMERICAN BANK               |                 | 07/31/2023                     | 1,135.62                 |
|                                |                   | 01 BEST BUY-HARD DRIVE            | 1-12-5-1510     | COMPUTER EQUIPMENT             | 159.99                   |
|                                |                   | 02 MAILCHIMP-BLAST                | 1-12-3-3001     | CONTRACTUAL - COMPUTER SUPPORT | 39.95                    |
|                                |                   | 03 JAMF-MOBILE DEVICE MGMT        | 1-12-3-3001     | CONTRACTUAL - COMPUTER SUPPORT | 88.00                    |
|                                |                   | 04 IMAGETREND-TRAINING            | 1-15-2-2500     | TRAINING                       | -549.00                  |
|                                |                   | 05 BATTERIES BULBS-BATTERIES      | 1-15-3-0100     | OFFICE SUPPLIES                | 12.94                    |
|                                |                   | 06 BLUEIRIS-SERVER                | 1-12-3-3001     | CONTRACTUAL - COMPUTER SUPPORT | 37.13                    |
|                                |                   | 07 BLUEIRIS-SERVER                | 1-12-3-3001     | CONTRACTUAL - COMPUTER SUPPORT | 37.13                    |
|                                |                   | 08 HOLIDAY INN-TRAINING           | 1-15-3-1500     | TRAVEL                         | 547.98                   |
|                                |                   | 09 DOMINICKS-FOOD                 | 1-15-3-6500     | MISCELLANEOUS                  | 80.02                    |
|                                |                   | 10 DOMINICKS-FOOD                 | 1-15-3-6500     | MISCELLANEOUS                  | 77.02                    |
|                                |                   | 11 JEWEL-FOOD                     | 1-15-3-6500     | MISCELLANEOUS                  | 44.49                    |
|                                |                   | 12 OTTER-ANNUAL                   | 1-12-3-3000     | CONTRACTUAL SERVICES           | 99.99                    |
|                                |                   | 13 MENARDS-SUPPLIES               | 1-15-3-0200     | OPERATING SUPPLIES             | 459.98                   |
| VENDOR TOTAL:                  |                   |                                   |                 |                                | 1,135.62                 |
| FIR129<br>287313916067X0803202 | AB                | FIRSTNET                          |                 | 07/25/2023                     | 1,407.25                 |

| VENDOR #<br>INVOICE # | INVOICE<br>STATUS           | ACCOUNT NUMBER | BATCH<br>P.O. #               | DUE DATE<br>PROJECT | INVOICE AMT/<br>ITEM AMT |
|-----------------------|-----------------------------|----------------|-------------------------------|---------------------|--------------------------|
| 01                    | ACCT                        | 287313916067   |                               |                     | 318.68                   |
| 02                    | ACCT                        | 287313916067   |                               |                     | 564.84                   |
| 03                    | ACCT                        | 287313916067   |                               |                     | 487.49                   |
| 04                    | ACCT                        | 287313916067   |                               |                     | 36.24                    |
| -----                 |                             |                |                               |                     |                          |
| FIR129                | FIRSTNET                    |                |                               |                     |                          |
| 287313916093X0803202  | AB                          |                | 07/25/2023                    | 080323 08/07/2023   | 1,373.46                 |
| 01                    | ACCT                        | 287313916093   |                               |                     | 74.64                    |
| 02                    | ACCT                        | 287313916093   |                               |                     | 36.24                    |
| 03                    | ACCT                        | 287313916093   |                               |                     | 209.67                   |
| 04                    | ACCT                        | 287313916093   |                               |                     | 129.50                   |
| 05                    | ACCT                        | 287313916093   |                               |                     | 40.99                    |
| 06                    | ACCT                        | 287313916093   |                               |                     | 286.08                   |
| 07                    | ACCT                        | 287313916093   |                               |                     | 596.34                   |
| VENDOR TOTAL:         |                             |                |                               |                     | 2,780.71                 |
|                       |                             |                |                               |                     |                          |
| FIR130                | FIRE SMART PROMOTIONS       |                |                               |                     |                          |
| 115390                | AB                          |                | 07/24/2023                    | 080323 08/07/2023   | 935.00                   |
| 01                    | PUBLIC EDUCATION            | 1-15-3-6500    | MISCELLANEOUS                 |                     | 935.00                   |
| VENDOR TOTAL:         |                             |                |                               |                     | 935.00                   |
|                       |                             |                |                               |                     |                          |
| FLE103                | FLEETPRIDE                  |                |                               |                     |                          |
| 109189757             | AB                          |                | 07/12/2023                    | 080123 08/07/2023   | 102.48                   |
| 01                    | AIR DRYER                   | 1-17-4-0550    | VEHICLE REPAIRS & MAINT PARTS |                     | 102.48                   |
|                       |                             |                |                               |                     |                          |
| 109662509             | AB                          |                | 08/01/2023                    | 080123 08/07/2023   | 160.00                   |
| 01                    | COMPRESSION SETTINGS        | 1-17-4-0550    | VEHICLE REPAIRS & MAINT PARTS |                     | 160.00                   |
| VENDOR TOTAL:         |                             |                |                               |                     | 262.48                   |
|                       |                             |                |                               |                     |                          |
| FOX104                | FOX RIVER WATER RECLAMATION |                |                               |                     |                          |
| 073123                | JUNE                        |                | 07/31/2023                    | 080323 08/07/2023   | 73,113.69                |
| 01                    | JUN '23 SEWER USE 16.25@    | 2-22-3-3100    | TREATMENT CHARGES             |                     | 41,080.00                |
| 02                    | FY2022 TRUE-UP #5 OF 12     | 2-22-3-3100    | TREATMENT CHARGES             |                     | 32,033.69                |
|                       |                             |                |                               |                     |                          |
| 073123                | MAY                         |                | 07/31/2023                    | 080323 08/07/2023   | 87,321.05                |
| 01                    | MAY '23 SEWER USE 21.87@    | 2-22-3-3100    | TREATMENT CHARGES             |                     | 55,287.36                |
| 02                    | FY2022 TRUE0UP #4 OF 12     | 2-22-3-3100    | TREATMENT CHARGES             |                     | 32,033.69                |
| VENDOR TOTAL:         |                             |                |                               |                     | 160,434.74               |

| VENDOR #   | INVOICE #    | ITEM DESCRIPTION               | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT | INVOICE AMT/ ITEM AMT   |
|------------|--------------|--------------------------------|----------------|----------------|--------------|------------------|-------------------------|
| GOV103     | 4220348      | GOVTEMPSUSA LLC                | AB             |                |              |                  |                         |
|            | 01           | GARDNER 7/3-7/9/23 8 HRS       |                | H-12-3-3000    | 080323       | 07/20/2023       | 1,575.00                |
|            | 02           | GARDNER 7/10-7/16/23 7 HRS     |                | H-12-3-3000    |              | 08/07/2023       | 840.00                  |
|            |              |                                |                |                |              |                  | 735.00                  |
|            |              |                                |                |                |              |                  | VENDOR TOTAL: 1,575.00  |
| GRA100     | 9759837389   | GRAINGER INDUSTRIAL SUPPLY     | AB             |                |              |                  |                         |
|            | 01           | RRWTP LAB SINK                 |                | 2-21-4-2550    | 080123       | 07/05/2023       | 184.66                  |
|            |              |                                |                |                |              |                  | 184.66                  |
| 9779875385 |              |                                | AB             |                |              |                  |                         |
|            | 01           | CHEM MASK FILTER               |                | 2-21-2-2000    | 080123       | 07/24/2023       | 59.16                   |
|            |              |                                |                |                |              |                  | 59.16                   |
| 9780019908 |              |                                | AB             |                |              |                  |                         |
|            | 01           | CHEMICAL MASKS 2 @ \$360       |                | 2-21-2-2000    | 080123       | 07/24/2023       | 720.00                  |
|            |              |                                |                |                |              |                  | 720.00                  |
|            |              |                                |                |                |              |                  | VENDOR TOTAL: 963.82    |
| GRO102     | 11046281T107 | GROOT, INC.                    | AB             |                |              |                  |                         |
|            | 01           | JUL '23 RESIDENTIAL SERVICE    |                | 1-17-3-5500    | 080323       | 08/01/2023       | 44,967.92               |
|            | 02           | JUL '23 RESIDENTIAL SERVICE    |                | 1-17-3-6000    |              |                  | 33,725.94               |
|            |              |                                |                |                |              |                  | 11,241.98               |
|            |              |                                |                |                |              |                  | VENDOR TOTAL: 44,967.92 |
| HAR106     | 20048        | HARD ROCK CONCRETE CUTTERS INC | AB             |                |              |                  |                         |
|            | 01           | CONCRETE CUT S 8TH & LIBERTY   |                | 1-17-3-3000    | 080123       | 07/15/2023       | 987.00                  |
|            |              |                                |                |                |              |                  | 987.00                  |
|            |              |                                |                |                |              |                  | VENDOR TOTAL: 987.00    |
| HAW102     | 6529483      | HAWKINS, INC.                  | AB             |                |              |                  |                         |
|            | 01           | WTP CHEM/CL/NAOH               |                | 2-21-3-4200    | 080123       | 07/19/2023       | 7,438.31                |
|            |              |                                |                |                |              |                  | 7,438.31                |
|            |              |                                |                |                |              |                  | VENDOR TOTAL: 7,438.31  |
| HEL102     | 380516       | RALPH HELM, INC.               | AB             |                |              |                  |                         |
|            |              |                                |                |                | 080123       | 07/05/2023       | 107.11                  |

| VENDOR #<br>INVOICE #          | INVOICE<br>STATUS | ACCOUNT NUMBER                 | BATCH<br>P.O. # | DUE DATE<br>PROJECT                         | INVOICE AMT/<br>ITEM AMT |
|--------------------------------|-------------------|--------------------------------|-----------------|---|--------------------------|
|                                |                   | 01 STARTER ASSEMBLY            | 1-17-4-0550     | VEHICLE REPAIRS & MAINT PARTS               | 107.11                   |
| HEL102<br>381297               |                   | RALPH HELM, INC.               |                 |   |                          |
|                                | AB                | 01 CAMSHAFT                    | 1-17-4-0550     | 07/21/2023<br>VEHICLE REPAIRS & MAINT PARTS | 207.67<br>207.67         |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 314.78                   |
| HIT100<br>30869                |                   | HITCHCOCK DESIGN INC           |                 |   |                          |
|                                | AB                | 01 FAIRHILLS PARK DESIGN       | 5-00-3-3000     | 07/31/2023<br>CONTRACTUAL SERVICES          | 10,892.17<br>10,892.17   |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 10,892.17                |
| HYP100<br>16635                |                   | HYPERSTITCH INC                |                 |   |                          |
|                                | AB                | 01 BALL (7+2) & KNIT (2) CAPS  | 1-15-2-1500     | 02/02/2023<br>CLOTHING ALLOWANCE            | 267.71<br>267.71         |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 267.71                   |
| ICM102<br>20230630-109-320349- |                   | MISSIONSQUARE RETIREMENT       |                 |   |                          |
|                                | AB                | 01 7/1-9/30/23 ANNUAL PLAN FEE | 1-12-3-3000     | 07/12/2023<br>CONTRACTUAL SERVICES          | 125.00<br>125.00         |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 125.00                   |
| ILC101<br>072423               |                   | ILLINOIS CITY/COUNTY MANAGEMNT |                 |   |                          |
|                                | AB                | 01 J CAVALLARO                 | 1-12-2-3000     | 07/24/2023<br>DUES AND MEMBERSHIPS          | 468.06<br>468.06         |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 468.06                   |
| ILL102<br>070123               |                   | ILLINOIS EPA, DPWS / CAS #19   |                 |   |                          |
|                                | AB                | 01 ANNUAL NPDES 723-624        | 1-17-4-3500     | 07/01/2023<br>STORM SEWER                   | 1,000.00<br>1,000.00     |
|                                |                   |                                |                 | VENDOR TOTAL:                               | 1,000.00                 |
| INL102<br>SI2209697            |                   | PREMISTAR-NORTH                |                 |   |                          |
|                                | AB                |                                |                 | 07/10/2023                                  | 2,455.17                 |

| VENDOR #<br>INVOICE #      | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT           | INVOICE AMT/<br>ITEM AMT |
|----------------------------|-------------------|----------------|-----------------|-------------------------------|--------------------------|
| 01 PSB#1 THERMOSTAT        |                   | 1-18-4-0200    |                 |                               | 2,455.17                 |
| INL102<br>SI2209702        | AB                |                |                 | 07/05/2023                    | 758.20                   |
| 01 PW AC REPAIR            |                   | 1-18-4-2000    |                 | BUILDINGS & GROUNDS REPAIRS   | 758.20                   |
| SI2209936                  | AB                |                |                 | 07/19/2023                    | 2,385.29                 |
| 01 PSB#100 BLOWER MOTOR    |                   | 1-18-4-2000    |                 | BUILDINGS & GROUNDS REPAIRS   | 2,385.29                 |
| SI2210926                  | AB                |                |                 | 07/28/2023                    | 2,558.00                 |
| 01 HVAC CONTRACT           |                   | 1-18-3-3000    |                 | CONTRACTUAL SERVICES          | 2,558.00                 |
| VENDOR TOTAL:              |                   |                |                 |                               | 8,156.66                 |
| INT105<br>11245403         | AB                |                |                 | 06/23/2023                    | 392.25                   |
| 01 BATTERY                 |                   | 1-17-4-0550    |                 | VEHICLE REPAIRS & MAINT PARTS | 392.25                   |
| VENDOR TOTAL:              |                   |                |                 |                               | 392.25                   |
| INT122<br>23041647         | AB                |                |                 | 08/02/2023                    | 411.97                   |
| 01 BATTERY-GENERATOR       |                   | 2-22-4-4500    |                 | LIFT STATIONS                 | 411.97                   |
| VENDOR TOTAL:              |                   |                |                 |                               | 411.97                   |
| IRM100<br>SALES0020987     | AB                |                |                 | 06/30/2023                    | 5,285.15                 |
| 01 EV180988 EVENT 11-25-21 |                   | 1-14-3-0600    |                 | OPERATING INSURANCE & BONDS   | 167.00                   |
| 02 EV182114 EVENT 7-5-22   |                   | 1-15-3-0600    |                 | OPERATING INSURANCE & BONDS   | 5,042.13                 |
| 03 EV183856 EVENT 6-8-23   |                   | 1-18-3-0600    |                 | OPERATING INSURANCE & BONDS   | 76.02                    |
| VENDOR TOTAL:              |                   |                |                 |                               | 5,285.15                 |
| KAN122<br>T-FY23-Q2-012    | AB                |                |                 | 07/12/2023                    | 1,589.34                 |
| 01 YR23 CARRINGTON-REC DR  |                   | 1-17-4-1300    |                 | STREET & TRAFFIC LIGHTS       | 1,589.34                 |
| VENDOR TOTAL:              |                   |                |                 |                               | 1,589.34                 |

| VENDOR #      | INVOICE #                       | INVOICE STATUS | ACCOUNT NUMBER | BATCH P.O. # | DUE DATE PROJECT      | INVOICE AMT/ ITEM AMT |
|---------------|---------------------------------|----------------|----------------|--------------|-----------------------|-----------------------|
| KNO100        | THE KNOX COMPANY                |                |                |              |                       |                       |
| INV-KA-205992 |                                 | AB             |                | 080323       | 07/24/2023 08/07/2023 | 2,306.00              |
|               | 01 TRUCK-KEYSECURE              |                | 4-42-5-1210    |              |                       | 1,153.00              |
|               | 02 AMBULANCE-KEYSECURE          |                | 4-42-5-1210    |              |                       | 1,153.00              |
|               |                                 |                |                |              | VENDOR TOTAL:         | 2,306.00              |
| LAN107        | LAN ELECTRIC INC                |                |                |              |                       |                       |
| 32-23         |                                 | AB             |                | 080123       | 07/20/2023 08/07/2023 | 1,650.00              |
|               | 01 COLLECTOR- ELECTRIC INSTALL  |                | 2-21-5-2910    |              |                       | 1,650.00              |
|               |                                 |                |                |              | VENDOR TOTAL:         | 1,650.00              |
| LEG104        | LEGACY FIRE APPARATUS           |                |                |              |                       |                       |
| CM-442495     |                                 | AB             |                | 080323       | 09/30/2022 08/07/2023 | -2,661.00             |
|               | 01 MINI-PUMPER KNOX INV-4270    |                | 4-42-5-1210    |              |                       | -2,661.00             |
| INV-17444     |                                 | AB             |                | 080323       | 12/23/2022 08/07/2023 | 1,425.00              |
|               | 01 22 F550 SQUAD 31 CAMERA&CBNT |                | 1-15-4-0600    |              |                       | 1,425.00              |
| INV-17994     |                                 | AB             |                | 080323       | 07/20/2023 08/07/2023 | 3,107.16              |
|               | 01 1993 PIERCE-CAB LIFT PUMP    |                | 1-15-4-0600    |              |                       | 3,107.16              |
| INV-18011     |                                 | AB             |                | 080323       | 07/27/2023 08/07/2023 | 34,968.42             |
|               | 01 2007 PIERCE-REPAIRS          |                | 4-42-5-1210    |              |                       | 34,968.42             |
|               |                                 |                |                |              | VENDOR TOTAL:         | 36,839.58             |
| MAN101        | CHRISTIN MANGAN                 |                |                |              |                       |                       |
| 042323        |                                 | AB             |                | 080323       | 04/23/2023 08/07/2023 | 48.79                 |
|               | 01 RPLC CK 77470-PARADE CANDY   |                | 5-00-3-3500    |              |                       | 48.79                 |
|               |                                 |                |                |              | VENDOR TOTAL:         | 48.79                 |
| MCC107        | KATHERINE MCCARTHY              |                |                |              |                       |                       |
| 072723        |                                 | AB             |                | 080323       | 07/27/2023 08/07/2023 | 40.00                 |
|               | 01 REIM NASRO MEMBERSHIP        |                | 1-14-2-3000    |              |                       | 40.00                 |
|               |                                 |                |                |              | VENDOR TOTAL:         | 40.00                 |

| VENDOR # | INVOICE # | INVOICE STATUS | ACCOUNT NUMBER                | BATCH P.O. # | DUE DATE PROJECT              | INVOICE AMT / ITEM AMT |
|----------|-----------|----------------|-------------------------------|--------------|-------------------------------|------------------------|
| MEEA100  | 705418    | AB             | 1-17-4-1300                   | 080123       | 07/25/2023                    | 1,486.35               |
|          | 01        |                | 2413 SMALLEY CT               |              | STREET & TRAFFIC LIGHTS       | 1,486.35               |
|          |           |                |                               |              | VENDOR TOTAL:                 | 1,486.35               |
| MEN100   | 8795      | AB             | 2-21-4-2550                   | 080123       | 07/11/2023                    | 141.67                 |
|          | 01        |                | RRWTP DRAIN PAN MISC          |              | WATER TREATMENT FACILITY      | 141.67                 |
| 8909-1   |           | AB             | 2-21-4-2800                   | 080123       | 07/13/2023                    | 92.71                  |
|          | 01        |                | RRWT ANCHOR, VALVE            |              | RESERVOIRS                    | 92.71                  |
| 8943     |           | AB             | 2-21-5-2910                   | 080123       | 07/14/2023                    | 344.31                 |
|          | 01        |                | MALL TOWER COMCAST IT NETWORK |              | METERS - RADIO REMOTE         | 344.31                 |
| 9018     |           | AB             | 1-17-4-0550                   | 080123       | 07/18/2023                    | 141.00                 |
|          | 01        |                | PAINT SUPPLIES #59            |              | VEHICLE REPAIRS & MAINT PARTS | 141.00                 |
| 9095     |           | AB             | 2-21-5-2910                   | 080123       | 07/18/2023                    | 75.46                  |
|          | 01        |                | COLLECTORS - INSTALL          |              | METERS - RADIO REMOTE         | 75.46                  |
| 9112     |           | AB             | 1-17-2-2000                   | 080123       | 07/18/2023                    | 15.99                  |
|          | 01        |                | GLOVES                        |              | SAFETY EQUIPMENT & PROGRAMS   | 15.99                  |
| 9145-2   |           | AB             | 1-18-3-0200                   | 080123       | 07/19/2023                    | 181.86                 |
|          | 01        |                | VEH WASH, DRILL BITS, BAGS    |              | OPERATING SUPPLIES            | 181.86                 |
| 9157     |           | AB             | 2-21-5-2910                   | 080123       | 07/19/2023                    | 241.85                 |
|          | 01        |                | COLLECTORS INSTALL            |              | METERS - RADIO REMOTE         | 241.85                 |
| 9187-1   |           | AB             | 2-21-4-2800                   | 080123       | 07/20/2023                    | 68.67                  |
|          | 01        |                | 5TH ST WORK STATION           |              | RESERVOIRS                    | 68.67                  |
| 9231     |           | AB             |                               | 080123       | 07/21/2023                    | 135.33                 |

| VENDOR #<br>INVOICE #  | INVOICE<br>STATUS | ACCOUNT NUMBER                 | BATCH<br>P.O. # | DUE DATE<br>PROJECT                      | INVOICE AMT/<br>ITEM AMT |
|------------------------|-------------------|--------------------------------|-----------------|--|--------------------------|
|                        |                   | 01 PAINT & SUPPLIES FOR #59    | 1-17-4-0550     | VEHICLE REPAIRS & MAINT PARTS            | 135.33                   |
| MEN100<br>9238         |                   | MENARDS - CARPENTERSVILLE      |                 |  |                          |
|                        | AB                | 01 GLOVES, HAMMER              | 1-18-3-3500     | 07/21/2023<br>SMALL EQUIP/TOOLS/HARDWARE | 30.95<br>30.95           |
|                        |                   |                                |                 | VENDOR TOTAL:                            | 1,469.80                 |
| MER100<br>535964       |                   | MERIDIAN IT INC                |                 |  |                          |
|                        | AB                | 01 BACKUP SERVER-SR630V2&SR630 | 4-42-5-1000     | 07/27/2023<br>ADMINISTRATION/FINANCE     | 7,734.56<br>7,734.56     |
| 536048                 | AB                | 01 BACKUP SERVER-MEETINGS      | 4-42-5-1000     | 07/31/2023<br>ADMINISTRATION/FINANCE     | 218.75<br>218.75         |
|                        |                   |                                |                 | VENDOR TOTAL:                            | 7,953.31                 |
| MID120<br>P468988      |                   | MIDWEST SALT, LLC              |                 |  |                          |
|                        | AB                | 01 RRWTP SAL 124 @ 22.94       | 2-21-3-4300     | 07/24/2023<br>TREATMENT SALT             | 2,901.45<br>2,901.45     |
| P469025                | AB                | 01 ARRWTP SAL 124 @ 22.72      | 2-21-3-4300     | 07/26/2023<br>TREATMENT SALT             | 2,873.63<br>2,873.63     |
| P469047                | AB                | 01 ATWTP SAL 124 @ 22.24       | 2-21-3-4300     | 07/27/2023<br>TREATMENT SALT             | 2,812.92<br>2,812.92     |
|                        |                   |                                |                 | VENDOR TOTAL:                            | 8,588.00                 |
| NIC107<br>072023 38199 |                   | NICOR GAS                      |                 |  |                          |
|                        | AB                | 01 ACCOUNT 61 07 99 3819 9     | 2-22-3-1100     | 07/20/2023<br>GAS                        | 166.14<br>166.14         |
| 072023 90136           | AB                | 01 ACCOUNT 44 59 58 9013 6     | 2-22-3-1100     | 07/20/2023<br>GAS                        | 51.99<br>51.99           |
| 072123 35813           | AB                |                                |                 | 07/21/2023                               | 66.41                    |

| VENDOR #<br>INVOICE #  | INVOICE<br>STATUS              | ACCOUNT NUMBER  | BATCH<br>P.O. # | DUE DATE<br>PROJECT        | INVOICE AMT/<br>ITEM AMT    |
|------------------------|--------------------------------|-----------------|-----------------|----------------------------|-----------------------------|
| 01                     | ACCOUNT                        | 49 76 19 3581 3 | 1-18-3-1100     | HEATING                    | 66.41                       |
| NIC107<br>072123 51229 | NICOR GAS                      |                 | AB              | 07/21/2023                 | 080323 08/07/2023 96.23     |
| 01                     | ACCOUNT                        | 76 32 86 5122 9 | 2-21-3-1100     | GAS                        | 96.23                       |
| 072123 94685           |                                |                 | AB              | 07/21/2023                 | 080323 08/07/2023 51.99     |
| 01                     | ACCOUNT                        | 94 87 07 9468 5 | 2-22-3-1100     | GAS                        | 51.99                       |
| 072423 23258           |                                |                 | AB              | 07/24/2023                 | 080323 08/07/2023 51.30     |
| 01                     | ACCOUNT                        | 28 61 78 2325 8 | 2-22-3-1100     | GAS                        | 51.30                       |
| VENDOR TOTAL:          |                                |                 |                 |                            | 484.06                      |
| NOR106<br>15125        | NORTHERN ILLINOIS POLICE ALARM |                 | AB              | 07/17/2023                 | 080323 08/07/2023 28.00     |
| 01                     | LANGUAGE LINE SERVICES         | 1-14-3-0200     |                 | OPERATING SUPPLIES         | 28.00                       |
| VENDOR TOTAL:          |                                |                 |                 |                            | 28.00                       |
| ODP100<br>320633875001 | ODP BUSINESS SOLUTIONS, LLC    |                 | AB              | 07/14/2023                 | 080323 08/07/2023 92.50     |
| 01                     | COPY PAPER                     | 1-14-3-0100     |                 | OFFICE SUPPLIES            | 92.50                       |
| VENDOR TOTAL:          |                                |                 |                 |                            | 92.50                       |
| OPE100<br>INV00012001  | OPENGOV INC                    |                 | AB              | 06/30/2023                 | 080323 08/07/2023 57,215.00 |
| 01                     | PRMT&LIC-6/30/23-6/29/24       | 4-42-5-1000     |                 | ADMINISTRATION/FINANCE     | 9,909.07                    |
| 02                     | PRMT&LIC-BZ 6/30/23-6/29/24    | 4-42-5-1000     |                 | ADMINISTRATION/FINANCE     | 19,615.93                   |
| 03                     | PRMT&LIC-SET UP FEE            | 4-42-5-1000     |                 | ADMINISTRATION/FINANCE     | 27,690.00                   |
| VENDOR TOTAL:          |                                |                 |                 |                            | 57,215.00                   |
| PAU100<br>6201103      | PAULY TOYOTA                   |                 | AB              | 07/25/2023                 | 080323 08/07/2023 113.24    |
| 01                     | LOF, TIRE ROTATION G536381     | 1-14-4-0500     |                 | AUTOMOTIVE PARTS & REPAIRS | 113.24                      |
| VENDOR TOTAL:          |                                |                 |                 |                            | 113.24                      |

| VENDOR #<br>INVOICE #     | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT           | INVOICE AMT/<br>ITEM AMT |
|---------------------------|-------------------|----------------|-----------------|-------------------------------|--------------------------|
| POM100<br>640108905       | AB                | 1-17-4-0550    | 080123          | 07/11/2023<br>08/07/2023      | 2,708.44<br>2,708.44     |
| 01 #59 VACTOR TRUCK TIRES |                   |                |                 | VEHICLE REPAIRS & MAINT PARTS |                          |
| 640109099                 | AB                | 1-18-4-0100    | 080123          | 07/20/2023<br>08/07/2023      | 293.62<br>293.62         |
| 01 TRAILER TIRES          |                   |                |                 | DEPARTMENT EQUIPMENT          |                          |
|                           |                   |                |                 | VENDOR TOTAL:                 | 3,002.06                 |
| PUM101<br>89651-01        | AB                | 2-21-4-2550    | 080123          | 06/23/2023<br>08/07/2023      | 1,381.00<br>1,381.00     |
| 01 CL BOOSTER PUMP        |                   |                |                 | WATER TREATMENT FACILITY      |                          |
|                           |                   |                |                 | VENDOR TOTAL:                 | 1,381.00                 |
| RUS101<br>SPI120321280    | AB                | 1-17-4-0550    | 080123          | 07/18/2023<br>08/07/2023      | 272.47<br>272.47         |
| 01 CLUTCH #               |                   |                |                 | VEHICLE REPAIRS & MAINT PARTS |                          |
| SPI20305487               | AB                | 1-18-4-0100    | 080123          | 07/05/2023<br>08/07/2023      | 149.98<br>149.98         |
| 01 MOWER TIRE             |                   |                |                 | DEPARTMENT EQUIPMENT          |                          |
| SPI20321280               | AB                | 1-17-4-0550    | 080123          | 07/18/2023<br>08/07/2023      | 272.47<br>272.47         |
| 01 CLUTCH - MOWER         |                   |                |                 | VEHICLE REPAIRS & MAINT PARTS |                          |
| SPI20332622               | AB                | 4-42-5-1400    | 080123          | 07/27/2023<br>08/07/2023      | 21,026.00<br>21,026.00   |
| 01 SNOW TRACTOR           |                   |                |                 | BLDG/GROUNDS OPERATING EQUIP  |                          |
|                           |                   |                |                 | VENDOR TOTAL:                 | 21,720.92                |
| SEC103<br>073123          | AB                | 1-14-3-0200    | 080323          | 07/31/2023<br>08/07/2023      | 15.00<br>15.00           |
| 01 FREDERICK NOTARY       |                   |                |                 | OPERATING SUPPLIES            |                          |
|                           |                   |                |                 | VENDOR TOTAL:                 | 15.00                    |
| SHE108<br>0172-9          | AB                |                | 080123          | 07/19/2023<br>08/07/2023      | 52.17                    |
| SHERWIN-WILLIAMS          |                   |                |                 |                               |                          |



| VENDOR #<br>INVOICE # | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT         | INVOICE AMT/<br>ITEM AMT |
|-----------------------|-------------------|----------------|-----------------|-----------------------------|--------------------------|
| SUP102<br>8/1/23 PW   | AB                |                |                 | 08/01/2023                  | 150.00                   |
| 01                    |                   | 1-17-4-0200    |                 | VEHICLE FUEL                | 60.00                    |
| 02                    |                   | 1-18-4-0200    |                 | VEHICLE FUEL                | 30.00                    |
| 03                    |                   | 2-21-4-0200    |                 | VEHICLE FUEL                | 30.00                    |
| 04                    |                   | 2-22-4-0200    |                 | VEHICLE FUEL                | 30.00                    |
|                       |                   |                |                 | VENDOR TOTAL:               | 400.00                   |
| TAR102<br>INV78331    | AB                |                |                 | 07/07/2023                  | 385.30                   |
| 01                    |                   | 1-15-3-3000    |                 | CONTRACTUAL SERVICES        | 385.30                   |
|                       |                   |                |                 | VENDOR TOTAL:               | 385.30                   |
| TER103<br>0001050680  | AB                |                |                 | 07/31/2023                  | 44.64                    |
| 01                    |                   | 1-15-3-3000    |                 | CONTRACTUAL SERVICES        | 44.64                    |
|                       |                   |                |                 | VENDOR TOTAL:               | 44.64                    |
| TOU101<br>080123      | AB                |                |                 | 08/01/2023                  | 1,073.75                 |
| 01                    |                   | 1-13-3-7100    |                 | VILLAGE PROSECUTOR RETAINER | 750.00                   |
| 02                    |                   | 1-13-3-7100    |                 | VILLAGE PROSECUTOR RETAINER | 323.75                   |
|                       |                   |                |                 | VENDOR TOTAL:               | 1,073.75                 |
| UPS100<br>080123      | AB                |                |                 | 08/01/2023                  | 14.50                    |
| 01                    |                   | 2-21-3-2000    |                 | POSTAGE                     | 14.50                    |
|                       |                   |                |                 | VENDOR TOTAL:               | 14.50                    |
| USA100<br>INV00081811 | AB                |                |                 | 07/24/2023                  | 58.70                    |
| 01                    |                   | 2-21-2-3000    |                 | DUES AND MEMBERSHIPS        | 58.70                    |
| INV00082501           | AB                |                |                 | 07/25/2023                  | 319.31                   |

| VENDOR #<br>INVOICE #    | INVOICE<br>STATUS | ACCOUNT NUMBER | BATCH<br>P.O. # | DUE DATE<br>PROJECT      | INVOICE AMT/<br>ITEM AMT |
|--------------------------|-------------------|----------------|-----------------|--------------------------|--------------------------|
| 01                       |                   | 2-21-5-2910    |                 |                          | 319.31                   |
| 01                       |                   |                |                 |                          |                          |
| USA100<br>INV00088009    | AB                |                | 080123          | 07/28/2023<br>08/07/2023 | 118.53<br>118.53         |
| 01                       |                   | 2-21-4-2800    |                 |                          |                          |
|                          |                   |                |                 | VENDOR TOTAL:            | 496.54                   |
| VAL100<br>2271447        | AB                |                | 080123          | 07/13/2023<br>08/07/2023 | 72.24<br>72.24           |
| 01                       |                   | 1-17-4-0550    |                 |                          |                          |
|                          |                   |                |                 | VENDOR TOTAL:            | 72.24                    |
| VIL100<br>072523         | AB                |                | 080323          | 07/25/2023<br>08/07/2023 | 101.67<br>100.00         |
| 01                       |                   | 1-14-3-6480    |                 |                          |                          |
| 02                       |                   | 1-14-3-2000    |                 |                          | 1.67                     |
|                          |                   |                |                 | VENDOR TOTAL:            | 101.67                   |
| WAT100<br>0317000-070623 | AB                |                | 080123          | 07/06/2023<br>08/07/2023 | 252.72<br>252.72         |
| 01                       |                   | 2-21-4-2700    |                 |                          |                          |
|                          |                   |                |                 |                          |                          |
| 0317211-7/18/23          | AB                |                | 080123          | 07/18/2023<br>08/07/2023 | 757.20<br>757.20         |
| 02                       |                   | 2-21-4-2700    |                 |                          |                          |
|                          |                   |                |                 | VENDOR TOTAL:            | 1,009.92                 |
| WAT105<br>36091          | AB                |                | 080123          | 07/13/2023<br>08/07/2023 | 99,315.00<br>99,315.00   |
| 01                       |                   | 2-21-5-2910    |                 |                          |                          |
|                          |                   |                |                 | VENDOR TOTAL:            | 99,315.00                |
| WEL100<br>3235217        | AB                |                | 080123          | 07/19/2023<br>08/07/2023 | 85.00<br>85.00           |
| 01                       |                   | 1-17-4-1100    |                 |                          |                          |



**REGULAR BOARD MEETING**  
**Village Hall, 102 S. 2<sup>nd</sup> Street**

**July 10, 2023 – 7:30 pm**  
**Village of West Dundee**

**I. CALL TO ORDER:**

President Nelson called the Regular Board Meeting to order at 7:30 pm.

**II. ROLL CALL:**

Present were Trustees Mark Johnson, Cheryl Alopogianis, Cheryl Anderley, Daniel Wilbrandt, and Andy Yuscka. Trustee Thomas Price was absent.

Also present were Village Manager Joseph Cavallaro, Village Attorney Kathleen Field Orr, Director of Public Works Eric Babcock, and Community Development Director / Building Official Thomas Moszczynski.

There were approximately fifteen (15) people in the audience.

**III. PLEDGE OF ALLEGIANCE:**

Trustee Wilbrandt led the Board and those in attendance in the Pledge of Allegiance.

**IV. APPROVAL OF AGENDA:**

President Nelson requested a Motion to table Item B under Resolutions and Ordinances regarding the parking and storing of trailers, RVs, and boats.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to approve the agenda as amended.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

**V. VILLAGE PRESIDENT’S REPORT: None**

**VI. REPORTS AND QUESTIONS FROM TRUSTEES AND WORKING GROUPS:**

Trustee Alopogianis reported that she is now IEPC Hazmat certified with Kane County.

**VII. STAFF REPORTS: None**

**VIII. QUESTIONS FROM THE AUDIENCE:**

West Dundee resident, Connie Tracy, stated that she is Michael Dewey’s neighbor and that she does not have a problem with his gravel driveway. She said that she lives in West Dundee and not in another neighborhood like Tartans because she loves the individuality of the homes. She does not understand what the advantage is of having everything look the same throughout the Village. She said that if the Village can answer that question, then she is fine with paving the driveway, if not, then she is not okay with it.

West Dundee resident, Terry Seifert, stated that he received a letter dated 12/5/22 from the Village regarding his boat which he has stored between garages since 1994. The letter stated that he had 5 days to remove the boat. He asked for an extension due to health issues, which was granted for 6 months. Since then, he donated the boat to Willow Creek Church. He wishes the Board had thought this through before heading down this road. He stated that this situation has caused him anguish at the loss of his boat all due to somebody not liking what they see.

West Dundee resident, Steven Komarchuk, requested to see the list of complaints that have come to the Village regarding gravel driveways and said that while there is no fiscal impact on the Village, there is an impact on him. Mr. Komarchuk stated that the Village is spending money on the restrooms at the Pump House, buying Sears and Macy's, and for what? He asked that the Village Board watch the dollars closer.

West Dundee resident, Michael Dewey, stated that he submitted a report to the Village Board over the weekend regarding this topic. He said that when these homes with gravel driveways are sold, younger couples will move in, and the changes will be made then.

Madeline, a West Dundee resident on First Street, said that she is new to the neighborhood and when she moved in, the least of her concerns was the gravel driveway and what it looks like. She does not feel that gravel driveways are a detriment to the community and feels that if residents with gravel driveways had the money, they would have been replaced by now. She feels that there are better ways for the Village to spend their money.

**IX. CONSENT AGENDA:**

- A. Approval of Bill List: 07/10/2023
- B. Daily Liquor Permit Request – Intelligentsia Cup Bike Race
- C. Change Order 4 – Downtown Redevelopment, Stage 3
- D. Approval of Minutes: Regular Board Meeting – June 29, 2023
- E. Fire Department Grant Request: Firehouse Subs Foundation – UTV

**MOTION:** Moved by Trustee Anderley and seconded by Trustee Yuscka to approve Consent Agenda. Upon roll call, the motion was approved.

**AYES:** Trustees Anderley, Wilbrandt, Yuscka, Johnson and Alopogianis

**NAYS:** None

**ABSENT:** Trustee Price

**XI. RESOLUTIONS AND ORDINANCES**

**A. Resolution appointing IRMA Alternate Delegate**

President Nelson explained that Kelly Mastera has been hired as a Management Analyst in the Office of the Village Manager and part of her duties, will be assisting in the personnel/risk management functions of our organization. The resolution being introduced tonight names Kelly Mastera as an Alternate Delegate to represent the Village of West Dundee in the Intergovernmental Risk Management Agency (IRMA). President Nelson requested a Motion regarding this resolution.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Johnson to approve a resolution appointing a delegate and alternate delegate to the Intergovernmental Risk Management Agency.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt  
**NAYS:** None  
**ABSENT:** Trustee Price

**B. Amending Village’s Ordinance Regarding the Parking and Storing of Trailers, RVs, and Boats**

This Agenda Item was tabled for a later date.

**XII. NEW BUSINESS**

**A. Heritage Fest 2023 – Requests for Approval**

Trustee Alopogianis reviewed the memo that was provided to the Board for approval for Heritage Fest 2023 which is scheduled for downtown West Dundee on September 15, 16, and 17.

Direction regarding the firework portion of the Heritage Fest event was requested.

Per the Board’s direction, the firework display was not held in 2022 due to budget concerns and the quote that was provided.

Manager Cavallaro explained that a local resident who wishes to remain anonymous has offered to pay for the firework display this year. Trustee Wilbrandt said that he is in favor of the firework display and feels it adds to the Heritage Fest schedule on Friday night. He said that while he’s glad the fireworks are back for the 2023 Heritage Fest, he does not feel that the Village should be reliant on a resident to pay for this. Manager Cavallaro pointed out that the Village is not reliant on someone else to pay for the fireworks, rather the Board voted not to have them last year, and if the Board wants to incorporate them into this year’s Heritage Fest budget, it’s their prerogative.

Trustee Yuscka said that he is not in favor of the fireworks and that there are so many fireworks shows these days, they are no longer special and are a novelty, the smoke impacts the air quality, they are not pet friendly, and feels that traffic flow is better from East Dundee to West Dundee across the footbridge on Friday night without the fireworks display.

President Nelson requested a motion to approve the Heritage Fest items as outlined in the memo to the Board, excluding the fireworks display.

**MOTION:** Moved by Trustee Alopogianis and seconded by Trustee Yuscka to approve the Heritage Fest 2023 items for approval excluding the fireworks display.

**AYES:** Trustee Alopogianis, Anderley, Wilbrandt, Yuscka and Johnson  
**NAYS:** None  
**ABSENT:** Trustee Price

The discussion regarding the firework display at Heritage Fest continued.

Trustee Anderley said that she would like to see a drone or laser fireworks show as opposed to traditional fireworks. Trustee Alopogianis expressed concerns over accidents and that some dogs do not do well with fireworks. Trustee Johnson said that while he is not opposed to fireworks and feels it adds to the overall festival, he is in favor of looking for a safer alternative next year. Trustee Yuscka reminded the Board that

West Dundee's Police and Fire Departments had to cover both sides of the bridge in West Dundee as well as East Dundee for Bandito Barney's fireworks display a few months back.

President Nelson requested a Motion to approve the permit for the fireworks display at Heritage Fest on Friday, September 15<sup>th</sup>.

**MOTION:** Moved by Trustee Alopogianis and seconded by Trustee Anderley to approve the permit for the fireworks display at Heritage Fest on Friday, September 15, 2023.

**AYES:** Trustees Alopogianis, Anderley, Wilbrandt and Johnson

**NAYS:** Trustee Yuscka

**ABSENT:** Trustee Price

### **B. Professional Services Agreement – Angle Tarn WTP Controls**

Trustee Yuscka explained that staff requested that Concentric Integration prepare a proposal to facilitate the replacement of 2 programmable logic controllers (PLCs) and a full automation/control system overhaul at the Angle Tarn Water Treatment Plant.

The existing PLCs are extremely old and suffer operational failures on a more frequent basis but are unable to be repaired in their current form. The upgrade includes replacement touch screens, ethernet switches, primary and backup power supplies, relays, terminal blocks, and all installation and programming labor. The process improvements included in this upgrade project will help the treatment plant operate more efficiently overall.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Anderley to authorize a Professional Services Agreement with concentric Integration to complete the Angle Tarn PLC & Controls System Upgrade Project at a cost not to exceed \$128,030

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

### **C. Professional Services Agreement – Water System Master Study**

Trustee Yuscka explained that Village Staff requested that Baxter & Woodman prepare a proposal to complete Phase 1 of an anticipated 3-phase Water System Master Study. Phase 1 of the Water System Master Study includes 2 major components the GIS System Update for Water Infrastructure and the Hydraulic Water Model.

The 2023/24 Budget included an amount of \$10,000 to facilitate Phase 1 of the Water System Master Study. Baxter & Woodman's proposal of \$27,100 represents a minor savings.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Anderley to authorize a Professional Services Agreement with Baxter & Woodman to complete Phase 1 of the Water System Master Study at a cost of \$27,100.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

**D. Amending Current Part-Time Administrative Assistant Position to Full-Time**

Thomas Moszczynski, Community Development Director, explained that they have tried to fill the part-time administrative position that was vacated during the pandemic but have been unsuccessful. Two individuals were hired over the past year, and both separated from the Village for various reasons. The current executive assistant covers 3 full departments – Community Development, Economic Development, and the Fire Department.

Trustee Alopogianis believes that the staff at Public Safety Center #2 is stretched way too thin. Trustee Wilbrandt requested an overview of Village Staff stating there have been a lot of discussions regarding Full Time and Part Time positions within the Village.

Director Moszczynski provided the Board with a verbal overview of staffing at Public Safety 2 and the duties of the potential full-time position. A brief conversation on this topic followed and President Nelson requested that staff work on an organizational flowchart of staffing at the various Village buildings to provide to the Board.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to amend the current part-time administrative position to full-time. Due to a 2-2 vote and Trustee Price’s absence, President Nelson cast the deciding vote in favor of amending the part-time administrative position to full-time.

**AYES:** Trustees Yuscka, Alopogianis, and President Nelson  
**NAYS:** Trustees Anderley and Wilbrandt  
**ABSENT:** Trustee Price

**XII. EXECUTIVE SESSION: Section 2 (c)(5): Land Acquisition**

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to recess from Regular Session to Executive Session. Upon roll call, the motion was approved.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt  
**NAYS:** None  
**ABSENT:** Trustee Price

The Regular Board Meeting recessed to Executive Session at 8:30 pm.

**MOTION:** Moved by Trustee Johnson and seconded by Trustee Yuscka to adjourn from Executive Session and return to Regular Session. Upon roll call, the motion was approved.

**AYES:** Trustees Johnson, Alopogianis, Anderley, Wilbrandt and Yuscka  
**NAYS:** None  
**ABSENT:** Trustee Price

The Board Meeting resumed at 8:55 pm

**XIV: MISCELLANEOUS / FUTURE AGENDA ITEMS:** Trustee Wilbrandt suggested that the Board have a Committee of the Whole meeting to discuss future votes and options regarding Resolutions and Ordinances Item B, so residents are aware of this in advance.

**XV: ADJOURNMENT:**

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to adjourn the Regular Board Meeting. The motion was approved by acclamation.

The Regular Board Meeting adjourned at 9:11 pm.

**ATTEST:**

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Mary Jo Pape  
Village Clerk

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Christopher Nelson  
Village President

**REGULAR BOARD MEETING**  
**Village Hall, 102 S. 2<sup>nd</sup> Street**

**July 24, 2023 – 7:30 pm**  
**Village of West Dundee**

**I. CALL TO ORDER:**

President Nelson called the Regular Board Meeting to order at 7:28 pm.

**II. ROLL CALL:**

Present were Trustees Mark Johnson, Cheryl Alopogianis, Cheryl Anderley, Daniel Wilbrandt, and Andy Yuscka. Trustee Thomas Price was absent.

Also present were Finance Director David Danielson, Village Attorney Kathleen Field Orr, Director of Public Works Eric Babcock, and Director of Economic Development Timothy Scott.

There was one (1) person in the audience.

**III. PLEDGE OF ALLEGIANCE:**

Trustee Yuscka led the Board and those in attendance in the Pledge of Allegiance.

**IV. APPROVAL OF AGENDA:**

Moved by Trustee Yuscka and seconded by Trustee Alopogianis to approve the agenda as presented. Upon roll call, the motion was approved by acclamation.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to approve the agenda as amended.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

**V. VILLAGE PRESIDENT'S REPORT:** President Nelson said that in the fall he would be meeting with the Village's taxing bodies regarding the Village's plans for the Spring Hill Mall TIF. If any Trustee would like to attend those meetings, they should reach out to the Village Clerk.

**VI. REPORTS AND QUESTIONS FROM TRUSTEES AND WORKING GROUPS:** Trustee Anderley said that the Intelligentsia Cup Bike Race on Friday was awesome. She said it was good to see all of the people enjoying the park at Washington and Second Street. She has volunteered to oversee the planting of the new planters and is looking forward to that.

**VII. STAFF REPORTS:** None

**VIII. QUESTIONS FROM THE AUDIENCE:** None

**IX. CONSENT AGENDA:**

A. Approval of Bill List: 07/24/2023

**MOTION:** Moved by Trustee Anderley and seconded by Trustee Alopogianis to approve Consent Agenda. Upon roll call, the motion was approved.

**AYES:** Trustees Anderley, Wilbrandt, Yuscka, Johnson and Alopogianis  
**NAYS:** None  
**ABSENT:** Trustee Price

**X. RESOLUTIONS AND ORDINANCES**

**A. 217 West Main Street: Ordinance Rezoning from B-1 Downtown Business District to R-3 Single-Family Detached Dwelling District and Amending the Official Zoning Map**

Director Scott said at last week's Village's Planning & Zoning Meeting, the Commission unanimously approved the rezoning of the Pinkerton Home at 217 West Main Street from B-1 Downtown Business District to R-3 Single Family Detached Dwelling District. The building was on the market for a considerable amount of time and returning the home to Single Family Detached Dwelling was the most viable option.

Trustee Johnson welcomed Mr. Jonathan Norman to West Dundee.

**MOTION:** Moved by Trustee Anderley and seconded by Trustee Yuscka to approve an Ordinance Rezoning Property at 217 West Main Street to R-3 Single Family Detached Dwelling District and Amending the village's Official Zoning Map.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, and Anderley  
**NAYS:** None  
**ABSTAIN:** Trustee Wilbrandt  
**ABSENT:** Trustee Price

**XI. UNFINISHED BUSINESS**

**A. Authorization to Solicit Proposals – Fifth Street Booster Station**

Trustee Yuscka said that the Board approved a Professional Services Agreement with Baxter & Woodman to design improvements to the clearwell overflow system at the Fifth Street Booster Station. The design of the project is complete, and the staff is seeking authorization to bid for construction.

During the most recent IEPA facility inspection, the inspector stated that the clearwell (the underground water storage reservoir) should have a vent installed for overflow and pressure relief.

The FY 2023/24 Capital Budget for Fund 2 includes an amount of \$50,000 for this project. The authorization being requested is for the solicitation of proposals and not the expenditure of funds.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Anderley to authorize Public Works staff to solicit proposals for the Fifth Street Booster Station Overflow Project.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None  
**ABSENT:** Trustee Price

## **XII. NEW BUSINESS**

### **A. Authorization to Solicit Proposals – Canterfield Park Clearing**

Trustee Yuscka explained that now that a plan is in place for Canterfield Park, it has been recommended that all clearing work be completed ahead of construction so that the entire site is prepared.

The clear and grub work includes the removal of trees & brush, stump removal, turf removal, removal and relocation of utility conflicts, grading, pavement removal, and erosion control.

The FY 2023/24 Budget includes an amount of \$900,000 for the entirety of the Canterfield Park Project. Hitchcock Design Group estimates that this work will account for approximately \$51,000 of that funding. The authorization requested is for the solicitation of proposals only at this time.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Johnson to authorize staff to solicit proposals for clear and grub work for the Canterfield Pak Project.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt  
**NAYS:** None  
**ABSENT:** Trustee Price

### **B. Professional Services Agreement – Jelke PLC**

Trustee Yuscka explained that the Programmable Logic Controller Upgrade Project proposal is complete. The existing PLCs are extremely old and have become obsolete. Due to the importance of this equipment, replacement of all PLCs on a system-wide basis is included in the 5-Year Capital Plan.

The Professional Services Agreement being considered represents all programming work and technical equipment necessary to bring the project to completion.

The FY 2023/24 Budget includes an amount of \$35,000 to facilitate this work. Concentric Integration's proposal of \$34,490 represents minor savings.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Anderley to authorize a Professional Services Agreement with Concentric Integration to complete the Jelke Lift Station PLC Upgrade Project at a cost not to exceed \$34,490.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt  
**NAYS:** None  
**ABSENT:** Trustee Price

### **C. Annual Pump Maintenance – Sanitary Lift Stations**

Trustee Yuscka explained that the Village received quotes for the replacement of pumps at the Oakview, Timbers & Valleys, and Carrington Lift Stations. These lift stations are being replaced due to age and excessive wear that could compromise their operations and liability. The Fiscal Year 2023/24 Budget includes an amount of \$35,000 for this work. Due to a more favorable quote than was anticipated, staff recommends expanding the scope of the project to include the replacement of a fourth pump for a total of

two pump replacements at the Timbers & Valleys Lift Station. This additional work would add an amount of \$6,397 for a combined total of all quotes of \$32,196 which represents a savings of \$2,804.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to authorize staff to complete annual pump maintenance for sanitary lift stations at a cost of \$32,196.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

#### **D. Annual Grinder Maintenance**

Trustee Yuscka explained that staff collected quotes for the rebuilding of the grinder at the Carrington Lift Station. The grinder is being rebuilt due to excessive wear that deteriorates its reliability resulting in unserviceable conditions for the lift station.

The rebuilding is representative of the annual maintenance commitment outlined in the 5-Year Capital Plan.

**MOTION:** Moved by Trustee Yuscka and seconded by Trustee Alopogianis to authorize staff to complete annual grinder maintenance for the Carrington Lift Station at a cost of \$10,500.

**AYES:** Trustees Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt

**NAYS:** None

**ABSENT:** Trustee Price

**XIII: MISCELLANEOUS / FUTURE AGENDA ITEMS: None**

**XIV: ADJOURNMENT:**

**MOTION:** Moved by Trustee Johnson and seconded by Trustee Alopogianis to adjourn the Regular Board Meeting. The motion was approved by acclamation.

The Regular Board Meeting adjourned at 7:41 pm.

**ATTEST:**

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Mary Jo Pape  
Village Clerk

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Christopher Nelson  
Village President



**TO:** President Nelson and Village Board of Trustees (VBT)

**FROM:** Timothy J. Scott, AICP, CNU-A  
Director of Economic Development, Planning, Zoning & Urban Design 

**DATE:** August 7, 2023

**SUBJECT:** 901 West Main Street: Ordinance Approving a First Amendment to the Redevelopment Agreement, as Amended, by and between the Village of West Dundee and Old Second Bank, as Trustee (The Assembly)

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## **INTRODUCTION**

Being proposed is a staff-supported amendment to the Redevelopment Agreement that would facilitate completion of The Assembly, specifically, the operable glazing envisioned for the building's western addition.

## **BACKGROUND**

*Costly and Complex Transformation:* The Assembly has been a fine addition to the Village and its dining scene. To achieve a true transformation of the former Chili's, a comprehensive plan was required to rehabilitate the restaurant building (in and out) and improve site conditions. Although professional designs, bid management, and construction supervision were employed, the project proved to be costly and complex. This is not uncommon, particularly in the environment of the present and recent past which resulted in substantial increases in prices and lead times for materials and scarcity of labor (fall-outs attributable largely to the public health crisis).

*Open Item – Operable Glazing:* As noted above, a key component of the overall building project, operable glazing, has yet to be installed in the building's western addition. The restaurant's operation has managed to utilize this new space to date with this roof-covered area's walls open given the favorable weather of the season. However, with temperatures declining in the coming months, it will be imperative to "button up" the building. The envisioned operable glazing, coupled with previously-installed heaters, will facilitate year-round enjoyment of this indoor/outdoor-feeling space that connects and bridges the original restaurant building with an open-air outdoor patio.

*Compatibility, Cost, and Timing:* With cost and timing in mind, options were reportedly explored by the restaurateurs and their general contractor. The selected product would reflect the original intention for the space and work with the as-built conditions. It would cost approximately \$235,000 and has a lead time of approximately 10 weeks. If ordered now, that would place delivery mid-October.

*Approved Economic Incentive:* The approved economic incentive from May 16, 2022 consisted of \$300,000, with \$100,000 paid upon issuance of a certificate of occupancy, and then \$200,000 from sales taxes [50% of Municipal Retailers Occupation Tax (1.0%), Home Rule Municipal Retailers Occupation Tax (1.5%), and Food-and-Beverage Tax (1.0%)] reimbursed annually for up to five (5) years.

*Proposed Economic Incentive:* Rather than annual reimbursement to the restaurateurs to pay back the significant outlay required to complete the building, being proposed is a no-interest loan for the same amount (\$200,000) with sales tax being used to repay it. While the funding source (sales taxes) would remain the same, delivery to the restaurateurs would change from provided over time to upfront. It is this cash infusion that would facilitate installation of the operable glazing and in turn the building's completion in time for the change in seasons.

## **RECOMMENDATION**

To date, business at The Assembly has exceeded projections. Even with newness naturally wearing off, the restaurateurs appear to be comfortable with numbers that may normalize over time and/or reflect those with which they are accustomed to at their long-standing location in Hoffman Estates.

Attorney Orr crafted the language amending the Redevelopment Agreement and the mechanism by which the no-interest loan would be provided to the restaurateurs and the Village would be repaid.

If the Village Board were to support amending the approved Redevelopment Agreement to facilitate installation of operable glazing to complete The Assembly's western building addition and its indoor-outdoor covered patio, the following motion would be appropriate.

**MOTION:** Move to Approve a First Amendment to the Redevelopment Agreement, as Amended, by and between the Village of West Dundee and Old Second Bank, as Trustee

If you have any questions or comments in advance of the meeting, please contact me by phone at (847) 551-3806 or via e-mail at [tscott@wdundee.org](mailto:tscott@wdundee.org).

### Attachments:

- Ordinance Approving a First Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Old Second Bank, as Trustee
- Redevelopment Agreement, as Amended, by and between the Village of West Dundee and Old Second Bank, as Trustee
- Operable Glazing Brochure
- Village Board Information Packet from May 16, 2022

cc: Joseph A. Cavallaro – Village Manager  
Kathleen Field Orr – Village Attorney  
Gary and Jean Taylor – The Assembly West Dundee, Inc.

ORDINANCE 2023 - \_\_\_\_\_

**AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT, AS AMENDED, BY AND BETWEEN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS AND OLD SECOND BANK, AS TRUSTEE (901 WEST MAIN STREET)**

**WHEREAS**, the Village of West Dundee, Kane County, Illinois (the “*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of 1970 and as such may utilize any power to further its governmental affairs; and,

**WHEREAS**, Taylor American Properties, Inc. an Illinois limited liability company (the “*Business*”) and Old Second Bank as Trustee under Trust Agreement dated March 14, 2022, and known as Trust No. 6863 (the “*Developer*”), submitted a proposal to the Village (the “*Project*”) to acquire improved property for redevelopment and requested financial assistance from the Village in order to make the Project financially feasible; and,

**WHEREAS**, on June 9, 2022, the Village and the Developer entered into a Redevelopment Agreement (the “*Original Agreement*”) pursuant to which the Business and Developer agreed to substantially renovate the interior and exterior of the structure for the purpose of operating a restaurant; and,

**WHEREAS**, the Business and Developer have advised the Village that due to rising costs incurred during the Project, the Developer has requested a no-interest loan to install bifold garage doors to complete the restaurant’s building addition as originally envisioned and operate an indoor-outdoor patio;

**WHEREAS**, the President and Board of Trustees of the Village have reviewed the Developer’s request and are prepared to provide the loan as set forth in the *First Amendment to the Redevelopment Agreement*, as amended, attached hereto.

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

*Section 1.* That the recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

*Section 2.* That the First Amendment to the Redevelopment Agreement, as amended, between the Village of West Dundee and Old Second Bank, as Trustee, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said First Amendment and undertake any and all actions as may be required to implement its terms on behalf of the Village.

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

**PASSED** this 7th day of August, 2023.

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

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

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

ABSTAIN: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Christopher Nelson, Village President

*Attest:*

\_\_\_\_\_  
Kelly Mastera, Deputy Village Clerk

*Published in pamphlet form:*

**FIRST AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WEST DUNDEE AND OLD SECOND BANK, AS TRUSTEE  
(901 WEST MAIN STREET)**

**THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT** (*“First Amendment”*), by and between the Village of West Dundee, Lake County, Illinois, an Illinois municipal corporation (the *“Village”*), Taylor American Properties, Inc.(the *“Business”*) and Old Second Bank as Trustee under Trust Agreement dated March 14, 2022, and known as Trust No. 6863 (the *“Developer”*), dated June 9, 2022, is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village, Business and Developer hereby agree as follows:

**ARTICLE 1: RECITALS**

1.1 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.

1.2 On May 16, 2022, the President and Board of Trustees of the Village (the *“Corporate Authorities”*) approved a certain Redevelopment Agreement (the *“Original Agreement”*) by and among the Village, the Business and the Developer providing, among other things, for the acquisition by the Developer of the property commonly known as 901 Main Street, West Dundee (the *“Subject Property”*); renovation of the Subject Property by the Business to create a bar and restaurant with an outdoor seating area (the *“Project”*); and, obligating the Village to provide financial incentives in order to permit the Developer to proceed with the Project.

1.3 All terms defined in the Original Agreement shall have the same definition in this First Amendment as if redefined herein.

1.4 The Developer has advised the Village that despite its best efforts to complete the Project within its estimated budget, the cost of certain improvements greatly exceeded the original quotes and, therefore, the Developer has requested that in lieu of a rebate by the Village of certain *“Sales Taxes”*, as hereinafter defined, pursuant to the Original Agreement, the Village shall immediately loan \$200,000 to the Developer to be repaid with the Sales Taxes generated by the Business from the specific sales tax sources and in the same percentages to be rebated to the Developer as provided in the Original Agreement.

**ARTICLE 2: AMENDMENTS TO THE ORIGINAL AGREEMENT**

The parties to this First Amendment hereby agree Sections 3.2(b) and 3.3 of the Original Agreement are hereby deleted in their entirety and in lieu thereof agree to the alternative incentive from the Village as set forth in Article 3 hereof.

### **ARTICLE 3: OBLIGATIONS OF THE VILLAGE**

3.1 The Village hereby agrees to loan the Developer \$200,000 with no interest with payments of the principal to be made as provided in Section 3.2 and any balance of the principal amount being due and payable in full on or before May 1, 2028 (the “*Loan*”) upon the following conditions:

- (a) The proceeds of the Loan be used solely for the payment of the Bifold Overhead Garage Doors to be installed at the Subject Property;
- (b) The Loan will be due and payable in full in the event the Business fails to operate during normal business hours or ceases to operate the Business for any period longer than one week;
- (c) The Loan shall be due and payable in full in the event of the failure by the Business to remit all Sales Tax when due to the Illinois Department of Revenue;
- (d) The Loan shall be due and payable in full in the event of failure to obtain Village business licenses or abide by all applicable Village ordinances;
- (e) The Loan shall be due and payable in full for failure to pay any and all fines, fees and taxes, including real estate taxes on the Subject Property; and,
- (f) The Loan will be due and payable in the event of a default by the Developer or the Business of any provision of the Original Agreement.

3.2 In lieu of a rebate to the Developer as provided in Section 3.2(b) in the Original Agreement, the Village agrees to apply fifty percent (50%) of the Village’s Municipal Retailers’ Occupation Tax of one percent (1%); its Home Rule Municipal Retailers’ Occupation Tax of one and one half percent (1.5%); and its food and beverage tax of one percent (1%) (collectively, the “*Sales Tax*”) to the payment of the Loan.

### **ARTICLE 4. MISCELLANEOUS**

4.1 Article 7. Term. Article 7 is hereby amended to read as follows:

“The Term of the Original Agreement has been in full force and effect and since the date of its execution of the 9<sup>th</sup> day of June, 2022, and shall terminate on May 1, 2028.”

4.2 All other terms of the Original Agreement are and remain in full force and effect.

4.3 This First Amendment may be executed in three or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the dates set forth below their respective signatures, to be effective as of the Commencement Date.

Village of West Dundee, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Village President

*Attest:*

\_\_\_\_\_  
Village Clerk

Old Second Bank, as Trustee under Trust  
Agreement dated March 14, 2022, and known  
as Trust No. 6863

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

Taylor American Properties, Inc.

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



**BUILT TO  
YOUR DESIGN  
OBJECTIVES**

**SINGLE SOURCE**

GLASS  
FINISH  
INSTALLATION

**SAFETY**

OBSTRUCTION SENSING  
PHOTO EYES  
FAIL SAFE DEVICE



**RENLITA**  
Custom Opening Solutions

**S-2000 HINGEWAY**

MADE IN THE USA

*Custom is the Renlita Standard*

The Renlita S-2000 Hingeway utilizes counterweight balance technology to ensure smooth operation and durability. Constructed from structural steel sections and suitable for residential, industrial, and commercial applications.

When open, the S-2000 Hingeway folds along a horizontal hinge line and moves upward, while the bottom panel opens until horizontal which creates an awning effect.

The S-2000 Hingeway comes equipped with the standard safety features including Renlita's obstruction sensing REDD™ motor, safety photo eyes, and a patented failsafe device.





# FEATURES

S-2000 Hingeway opening solution is a counterweight balanced, vertical lift bi-folding system constructed from structural steel and is suitable for all application types. The S-2000 model can be constructed into custom doors, windows or wall systems. The steel frame is designed to withstand 30 psf high wind loads with minimal deflection. The S-2000 is designed for applications where minimal internal projection is required.

From **Concept to Completion**, Renlita provides turnkey services that includes specified finish, glass or cladding, installation and service. Our single source service provides customers with confidence that all aspects of the project are properly coordinated and designed while providing a single warranty for the entire system.

Renlita is the industry leading provider of vertical custom opening solutions utilizing patented safety devices, completed NFRC thermal certification, in-house engineering services and architectural grade finishes and components.

*Contact Renlita to begin designing your next customized solution.*



**RenlitaUSA.com**

Ph: 903-583-7500

Email: [Sales@renlitadoors.com](mailto:Sales@renlitadoors.com)





# SPECIFICATIONS

## S-2000 HINGEWAY

### Counterweight Balanced Systems

The frame is constructed of commercial grade structural steel and designed to meet wind loads of 35psf minimum in the closed position and during operation.

### Operation

Operation via motor operator or manual.

Motorized: 110 volt / 8 amps motor system.

Renlita Electric Direct Drive (REDD™) included in all models.

Obstruction sensing technology.

Key switch or touch screen control station.

Manual: Operated by hand without special cranks or tools.

### Size

Maximum width: 30'

Maximum height: 20'

### Cladding

Wood - Glass - Metal - Stone

Customer Request

Max thickness 2.5"

Max weight 15 psf

### Finishes

Powder coated to AAMA 2604 standard color options.

RAL colors

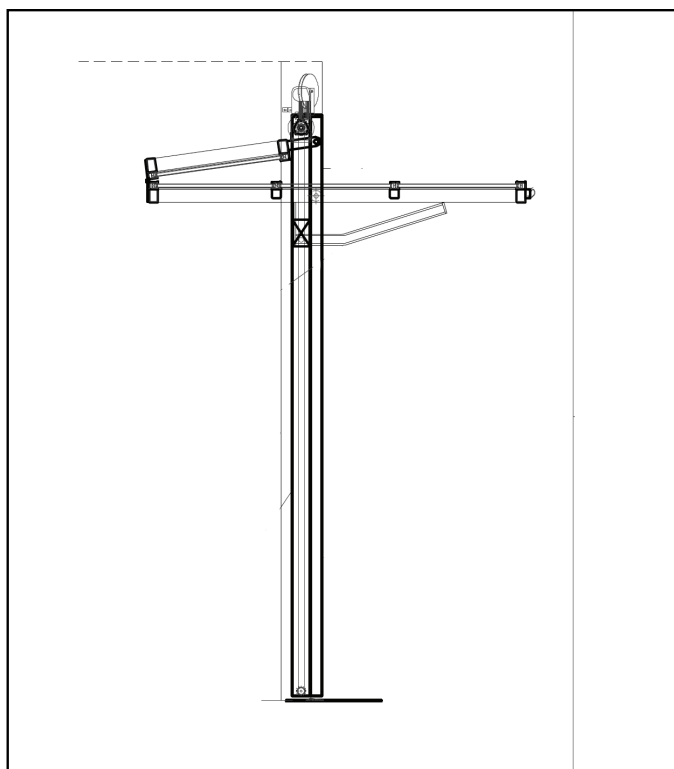
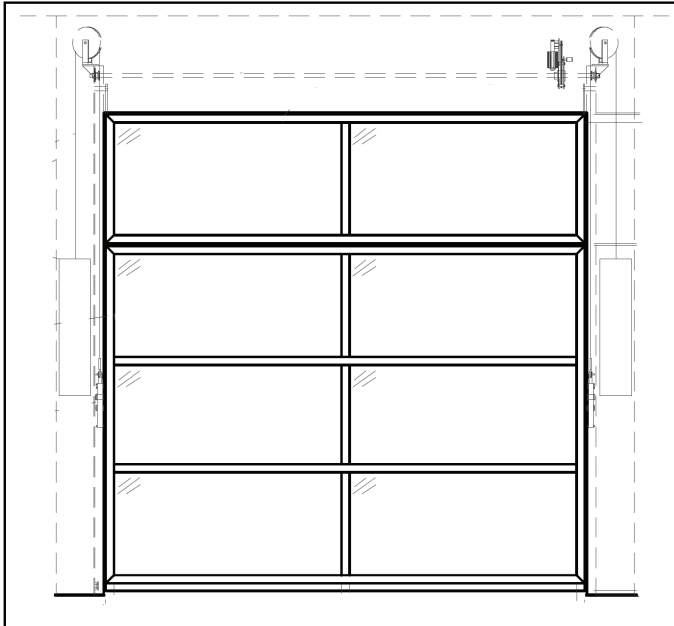
IFS Architectural Colors

Custom color matches upon special request

### Installations

Provided by Distributor with factory trained & certified technicians.

No additional structure member at the head required; Attaches to the jamb



Max Size: 30' W x 20' H

Flush Mount Available

Commercial Grade Structural Steel

Standard Photo Eye Sensor

Standard Safety Brake

No Header Structure Required

Turn-Key / Single Source

Made in the USA

Auto Reverse Sensing Motor



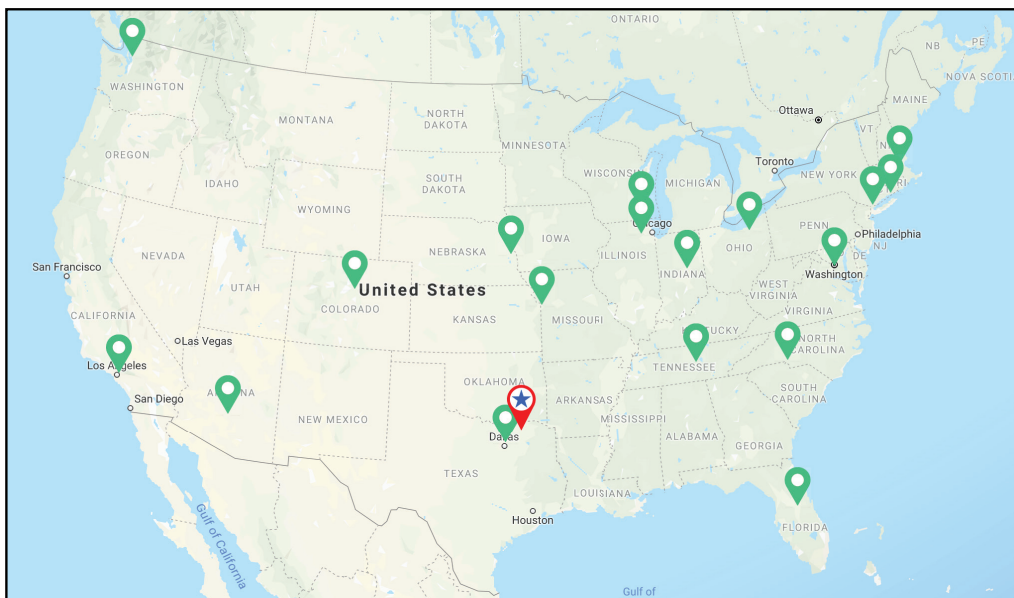
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Renlita Distributor Network



BR3301120



**TO:** Village President Nelson and Board of Trustees  
**FROM:** Timothy J. Scott, AICP, CNU-A – Director of Economic Development, Planning, Zoning & Urban Design  
**DATE:** May 16, 2022  
**SUBJECT:** 901 West Main Street: Ordinance Approving a Redevelopment Agreement by and between the Village of West Dundee and Taylor American Properties, Inc.

---

## **INTRODUCTION**

Gary and Jean Taylor are the restaurateurs behind The Assembly, a long-running, successful establishment in Hoffman Estates. The Taylors wish to fully rehabilitate 901 West Main Street, site of the former Chili's, to open another location. Recognizing the challenges associated with the site and building, the Village is proposing an economic incentive to leverage the Taylors' private investment.

## **BACKGROUND**

*Overhaul of Former Chili's:* The Taylors hired a reputable architecture firm, Ware Malcomb, which has a national reach and restaurant work in their portfolio. As with the Beef-a-roo conversion project, The Assembly would look to alter the building in a comprehensive manner that would solely reflect their identity (removing signs of the former restaurant's corporate appearance).

*Enhanced Site and Building:* A signature move of this rehabilitation effort would be a substantial outdoor seating area which would be created through reclamation of the building-adjacent parking bank on the site's west side (and made possible in part due to the site being overparked when developed). The restaurant's west wall would see installation of operable windows (likely bi-fold style rather than the rendered roll-ups) to also bring the outside in and visually connect with the outdoor patio. Other ideas exterior ideas include a highly-visible fire pit, a drive-up window to pick-up online/phone orders, and wall art (perhaps murals with local content to emphasize community). The interior aesthetic would be a blend of industrial and reclaimed materials, and a square-shaped bar would be centrally located. Renderings are attached to this report. Exterior appearance plans for the site and building will be reviewed formally by the Appearance Review Commission (ARC).

*Total Projected Investment:* To establish The Assembly's identity inside and outside, make the space function in a manner that would meet their operational needs, and enhance the overall patron experience, the Taylors have estimated total expenditures at just over three million dollars including property acquisition and design fees (breakdown follows immediately below).

*Categorized/Itemized Investments:* Investments in the building and site have estimated in categories and include: (1) façade-/exterior-related expenses totaling \$720,000 (outdoor and covered patios, bi-fold doors, windows, doors, dumpster doors, repainting, murals, and fire pit); (2) code-affiliated/-related expenses totaling \$108,000 (ANSUL system, hood, sprinklers, HVAC ducts and repair, water heater, and bathrooms); (3) site parking lot and landscaping expenses

totaling \$141,000; (4) site landscaping and monument sign expenses totaling \$271,000 (berm removal, tree removal, landscaping, irrigation system, and monument sign); (5) restaurant interior and equipment expenses totaling \$826,000 (front of the house, kitchen floor, CCTV camera system, alarm system, and outdoor cooler); and, (6) acquisition, design, and general contractor/construction management fees totaling \$971,380 for an estimated grand total of \$3,037,380.

### **FINANCIAL IMPLICATION / PROPOSED ECONOMIC INCENTIVE**

With the investments noted above, Village staff and the Village Board Finance Liaisons have discussed a potential economic incentive that would provide up to \$300,000 to rehabilitate 901 West Main Street, with \$100,000 reimbursed at the issuance of the restaurant's certificate of occupancy. This would come from the economic development line item of the Community Development Fund, for which \$160,000 was budgeted in the current fiscal year. Based upon the restaurateurs' pro forma, an additional \$200,000 of incentive would be derived from Sales Taxes over five years through 50% of the Village's Municipal Retailers Occupation Tax (1.0%), Home Rule Municipal Retailers Occupation Tax (1.5%), and Food-and-Beverage Tax (1.0%) "payable on the first anniversary of the date of the commencement of operation of the business and each anniversary thereafter until the first to occur: (1) the developer has been reimbursed an additional \$200,000 or (2) the fifth anniversary of the date of commencement of operation of the business."

### **RECOMMENDATION**

The building and site at 901 West Main Street have suffered from deferred maintenance, a lack of reinvestment and modernization, and being shuttered for a considerable amount of time. To both re-tenant and expect success, a transformative level of investment and an experienced operator with a proven track record would seem to be required. The Taylors have decades of experience and are committed to investing significantly in the property. The Village in turn is proposing an economic incentive reflective of past practice and in the spirit of its partnerships with other restaurateurs and building/business owners.

If the Village Board supports the proposed economic incentive and wishes to enter into a Redevelopment Agreement to realize significant rehabilitation of 901 West Main Street for the purpose of opening The Assembly full-service restaurant, the following motion would be appropriate:

**MOTION:** Move to Approve an Ordinance Approving a Redevelopment Agreement by and between the Village of West Dundee and Taylor American Properties, Inc.

#### **Attachments (3):**

- Ordinance 2022-\_\_ Approving a Redevelopment Agreement by and between the Village of West Dundee and Taylor American Properties, Inc.
- Redevelopment Agreement by and between the Village of West Dundee and Taylor American Properties, Inc.
- Conceptual Plans / Renderings

cc: Joseph A. Cavallaro – Village Manager  
Kathleen Field Orr – Village Attorney  
Kim Tibbetts – Village Planner  
Gary and Jean Taylor – The Assembly

**ORDINANCE 2022-\_\_\_\_\_**

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WEST DUNDEE AND TAYLOR AMERICAN  
PROPERTIES, INC.**

**WHEREAS**, 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**, the Village is engaged in the revitalization and development of its commercial, residential and vacant properties along Illinois Route 72 (Main Street) and includes the property commonly known as 901 West Main Street (the "*Subject Property*"); and,

**WHEREAS**, Taylor American Properties, Inc. d/b/a The Assembly Bar & Café, an Illinois corporation (the "*Developer*") has submitted a proposal to the Village to acquire the Subject Property and substantially renovate the interior and exterior of the structure located thereon, create an outdoor dining area and a drive-up window, however its proposed is contingent upon financial assistance from the Village to improve the Subject Property; and,

**WHEREAS**, the Village believes the improvements to the Subject Property shall enhance the Illinois Route 72 and is prepared to assist the Developer with certain costs associated with the project, subject to the terms of the Redevelopment Agreement attached hereto.

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

*Section 1.* That the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

*Section 2.* That the Redevelopment Agreement between the Village of West Dundee, Kane County, Illinois and Taylor American Properties, Inc., attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver said Development Agreement and the Village Manager is hereby authorized to undertake any and all actions as may be required to implement its terms on behalf of the Village.

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

*Attest:*

\_\_\_\_\_  
Village Clerk

*Published in pamphlet form:*

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

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WEST DUNDEE AND TAYLOR AMERICAN PROPERTIES, INC.  
(901 WEST MAIN STREET)**

**THIS REDEVELOPMENT AGREEMENT** (“*Agreement*”) is entered into as of the \_\_\_\_\_ day of May, 2022, by and between the Village of West Dundee, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Taylor American Properties, Inc. d/b/a The Assembly Bar & Cafe, an Illinois corporation (the “*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and Developer hereby agree as follows:

**ARTICLE 1: RECITALS**

1.1 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.

1.2 The Village is engaged in the revitalization and development of its commercial, residential and vacant properties along Illinois Route 72 (Main Street) and includes the property commonly known as 901 Main Street (the “*Subject Property*”).

1.3 The Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these goals.

1.4 The Developer has submitted a proposal to the Village to acquire the Subject Property and alter the structure located thereon to create a bar and restaurant serving American cuisine, an outdoor seating area, a drive-up window for phone and on-line orders and an extensive redesign of the structure’s exterior (collectively, the “*Project*”) which shall require an investment by the Developer of approximately \$3,000,000, including the cost of acquisition.

1.5 The Developer has advised the Village that its proposal is contingent upon financial assistance from the Village to undertake the Project, due to the extensive renovation of the Subject Property to create a new dining opportunity for Village residents.

1.6 The Village believes the Project would significantly enhance Illinois Route 72 to create a destination venue thereby having a synergistic effect upon the surrounding businesses. In addition, the Project would increase the tax base of the Village and taxing districts authorized to levy taxes upon the Subject Property and provide job opportunities for its citizens; and, therefore, is prepared to financially assist the Developer with the Project, subject to the terms of this Agreement.

**ARTICLE 2: OBLIGATION OF THE DEVELOPER**

2.1 The Developer shall have acquired the Subject Property on or before September 30, 2022 and shall have submitted to the Village a detailed plan of the Project for Village approval. On or before December 31, 2022, the Developer shall have procured all permits required to proceed with the construction of the Project.

2.2 The Developer agrees to undertake the Project at the Subject Property and complete the Project on or before June 1, 2023, in accordance with all permits, codes and laws of the Village and the State of Illinois.

2.3 The Developer covenants and agrees to commence operation of the restaurant (the "*Business*") on or before June 30, 2023. Upon completion of the Project, the Developer shall submit to the Village all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer of no less than \$3,000,000 to acquire the Subject Property and complete the Project.

### **ARTICLE 3: OBLIGATIONS OF THE VILLAGE**

3.1 Upon completion of the Project; satisfaction of the Developer's obligations as set forth in Article 2 above; and, so long as no event described in Article 5 of this Agreement shall have occurred and be continuing, the Village shall reimburse the Developer for costs incurred in connection with the Project ("Project Costs") in the amount of three hundred thousand dollars (\$300,000), from the sources and in accordance with the procedures as hereinafter provided.

3.2 (a) Upon issuance of a certificate of occupancy for the Subject Property, the Village shall reimburse the Developer \$100,000 for Project Costs.

(b) The Village further agrees to reimburse the Developer an additional \$200,000 from fifty percent (50%) of the Village's Municipal Retailers Occupation Tax of one percent (1%); its Home Rule Municipal Retailers Occupation Tax of one and one half percent (1.5%); and, its food and beverage tax of one percent (1%) (collectively, "*Sales Taxes*") payable on the first anniversary of the date of the commencement of operation of the Business and each anniversary thereafter until the first to occur: (i) the Developer has been reimbursed an additional \$200,000, or (ii) the fifth anniversary of the date of commencement of operation of the Business.

3.3 THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER ARTICLE 3 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM SALES TAXES GENERATED BY THE BUSINESS AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

### **ARTICLE 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

4.1 Developer's Representations Warranties and Covenants. To induce the Village to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and agreements made by Developer in Article 1 are true, complete, and accurate in all respects.
- (b) Organization and Authorization. Developer is an Illinois corporation duly formed and existing under the laws of the State of Illinois and the Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation for so long as Developer is developing and constructing the Project.

- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.
- (d) The Developer has the financial ability to acquire the Subject Property and to construct and complete the Project.
- (e) The Developer covenants and agrees to operate the Business for a period of no less than five (5) years from the date of commencement of operation and in the event the Developer fails to operate the Business for said period, the Developer covenants and agrees to repay the Village all sums received by it pursuant to this Agreement. .
- (f) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of the Developer's knowledge, threatened against Developer that would materially or adversely affect:
  - (i) The ability of the Developer to proceed with the construction and development of the Subject Property;
  - (ii) Developer's financial condition;
  - (iii) The level or condition of the Developer's assets as of the date of this Agreement; or
  - (iv) Developer' s reputation

4.2 Village Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

- (a) Recitals. All representations and agreements made by the Village in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect:
  - (i) The ability of the Developer to proceed with the construction of the Development.
  - (ii) The ability of the Village to perform its obligations under this Agreement.

## **ARTICLE 5: ENFORCEMENT AND REMEDIES**

5.1 Enforcement: Remedies. The Village may enforce or compel the performance by the Developer of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

5.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement by the Developer, the Village agrees that the Developer shall have thirty (30) days after notice of any breach delivered in accordance with Article 8 and to correct the same prior to the pursuit of any remedy provided for in this Section 5; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period; and, (ii) if the Developer has promptly initiated the cure of the breach; and, (iii) if the Developer diligently and continuously pursues the cure of the breach until its completion. If the Developer shall fail to perform any of its obligations under this Agreement, and if the Village shall have given written notice of the default to the Developer, and if the Developer shall have failed to cure the default as provided in this Section 5.2, then, the Village must take any action that may be available either in law or equity, in its sole discretion and judgment. In any event, the Developer hereby agrees to pay and reimburse the Village for all amounts paid to the Developer pursuant to this Agreement and to reimburse the Village for all costs and expenses reasonably incurred by it in connection with any action taken to collect amounts paid to the Developer, and/or to cure any default, including attorney's fees and court costs.

5.3 Events of Default by the Developer. Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:

- (a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of documents, license acquisitions shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by the Developer in the performance or breach of any agreement, material covenant, or warranty contained in this Agreement including the existence, structure, or financial condition of the Developer.

- (c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (d) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (f) Developer's failure to operate the Business throughout the term of this Agreement.

5.4 Indemnification by the Developer: Agreement to Pay Attorneys' Fees and Expenses. The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of any act, omission, negligence or misconduct of the Village or any of the aforesaid parties. If Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

## **ARTICLE 6: GENERAL PROVISIONS**

### 6.1 Maintain Improvements in Good and Clean Condition:

- (a) The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the construction of the Project by the Developer at the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may

be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

- (b) The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable ordinances of the Village and to operate its commercial business in accordance with the ordinances of the Village and the laws of the State of Illinois and the United States.

## 6.2 Liability and Indemnity of Village.

- (a) No liability for Village Review. The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 3 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.
- (c) Defense Expenses. The Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

6.7 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 of its obligations under 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, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, 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 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.

6.8 The Developer covenants and agrees to pay, when due, all taxes, fees and fines including real estate taxes as assessed upon the Subject Property.

## ARTICLE 7. TERM

7.1 Term. This Agreement shall be in full force upon its execution and terminate upon the first to occur: (i) receipt by the Developer of a total of \$300,000, or, (ii) the fifth anniversary of the commencement of operation of the Business.

## ARTICLE 8. NOTICES

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

with a copy to:

Taylor American Properties, Inc.  
901 West Main Street  
West Dundee, IL 60118

Notices and communications to the Village shall be addressed to and delivered at these addresses:

with a copy to:

Village of West Dundee  
102 South 2<sup>nd</sup> Street  
West Dundee, IL 60118

Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

## ARTICLE 9. IN GENERAL

9.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to

writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

9.2 Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

9.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

9.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Commencement Date.

Village of West Dundee, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Village President

*Attest:*

\_\_\_\_\_  
Village Clerk

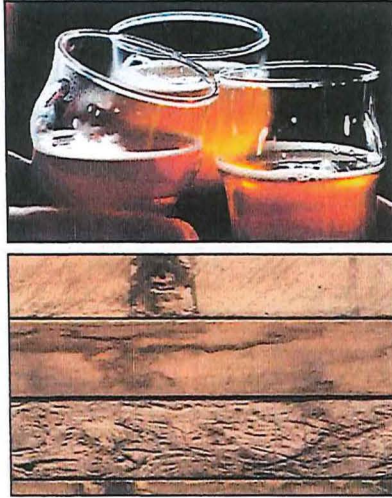
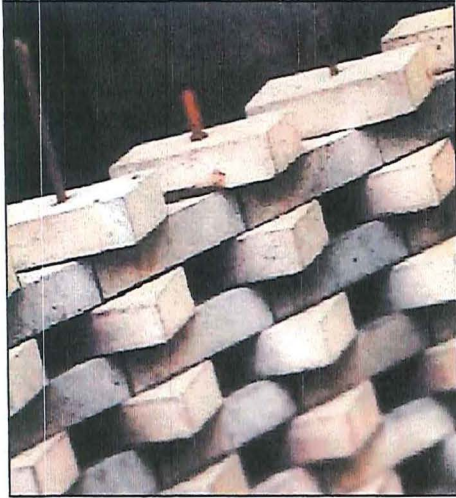
Taylor American Properties, Inc., an Illinois  
corporation

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

*Attest:*

\_\_\_\_\_

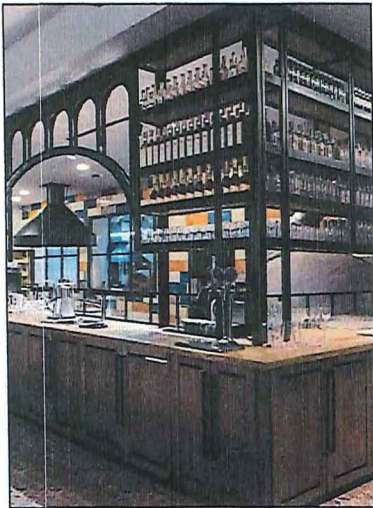
Secretary



# Leaving a Legacy...

BUILT ON THE ASSEMBLY'S HISTORY AND PRINCIPLES, WE IMAGINE THE ARCHITECTURAL ENVIRONMENT TO BE REFLECTIVE OF THE BRAND WITH A BLEND OF INDUSTRIAL ELEMENTS AND RECLAIMED MATERIALS. THE ARCHITECTURAL DESIGN WILL EXPRESS THE COMPANY'S VIBRANT SPIRIT, HONEST CHARACTER, AND FAMILY TRADITIONS WITH TRANSPARENCY BETWEEN ENTERTAINMENT ZONES, DYNAMIC DESIGN ELEMENTS, AND A RICH COLOR PALETTE. WITH THE USE OF THESE DESIGN COMPONENTS, THE SPACE WILL BE REPRESENTATIVE OF THE ASSEMBLY'S PREMIER REPUTATION IN THE INDUSTRY AND LEAVE A LASTING IMPRESSION FOR ALL EMPLOYEES AND GUESTS.

HISTORY | QUALITY | DETERMINED | HERITAGE | LOYAL



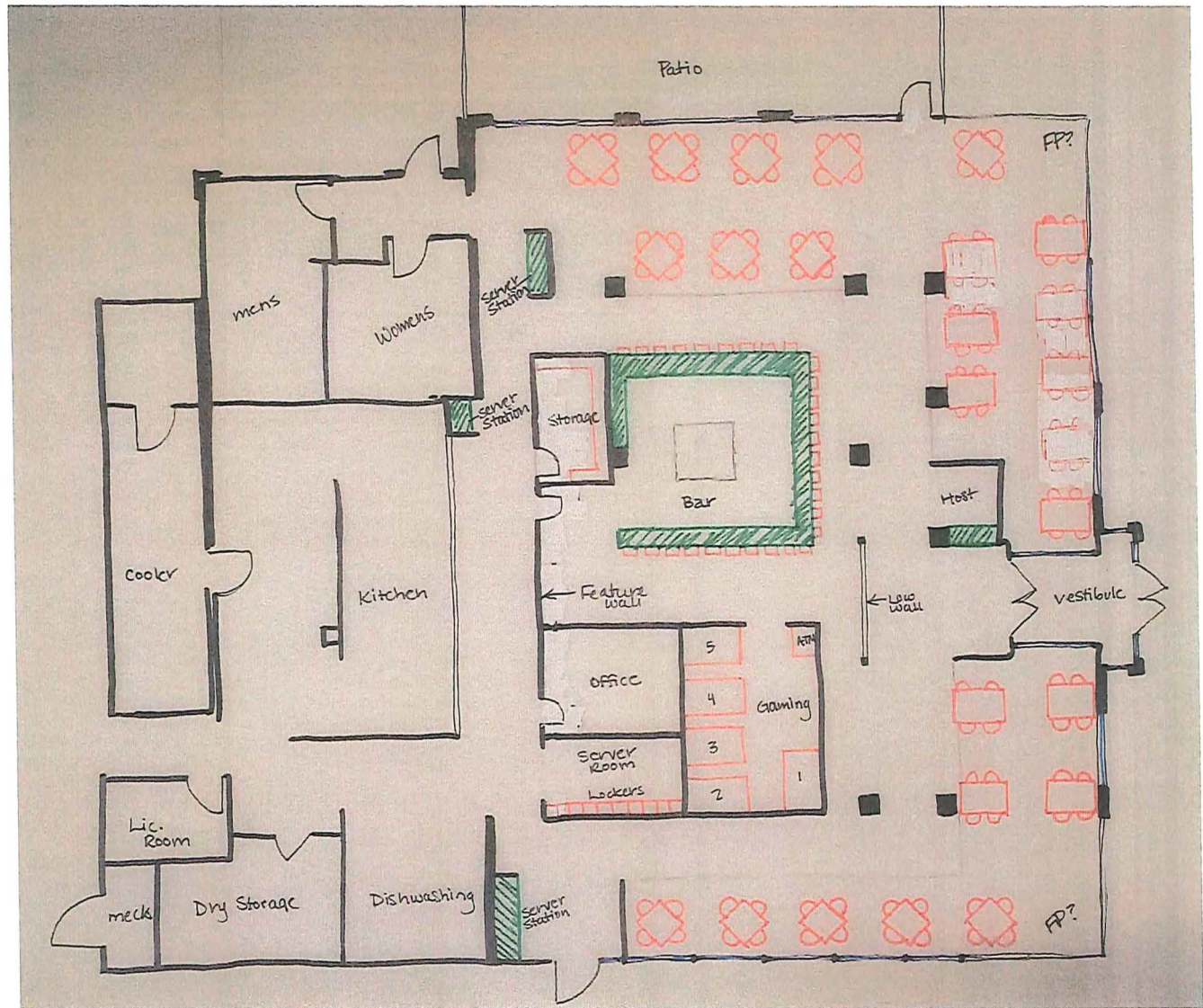
**the ASSEMBLY**  
american bar & café

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance.

MOOD BOARD  
THE ASSEMBLY  
WEST DUNDEE, IL

WARE MALCOMB 03/16/2022  
CH122-0014-00

PAGE 1

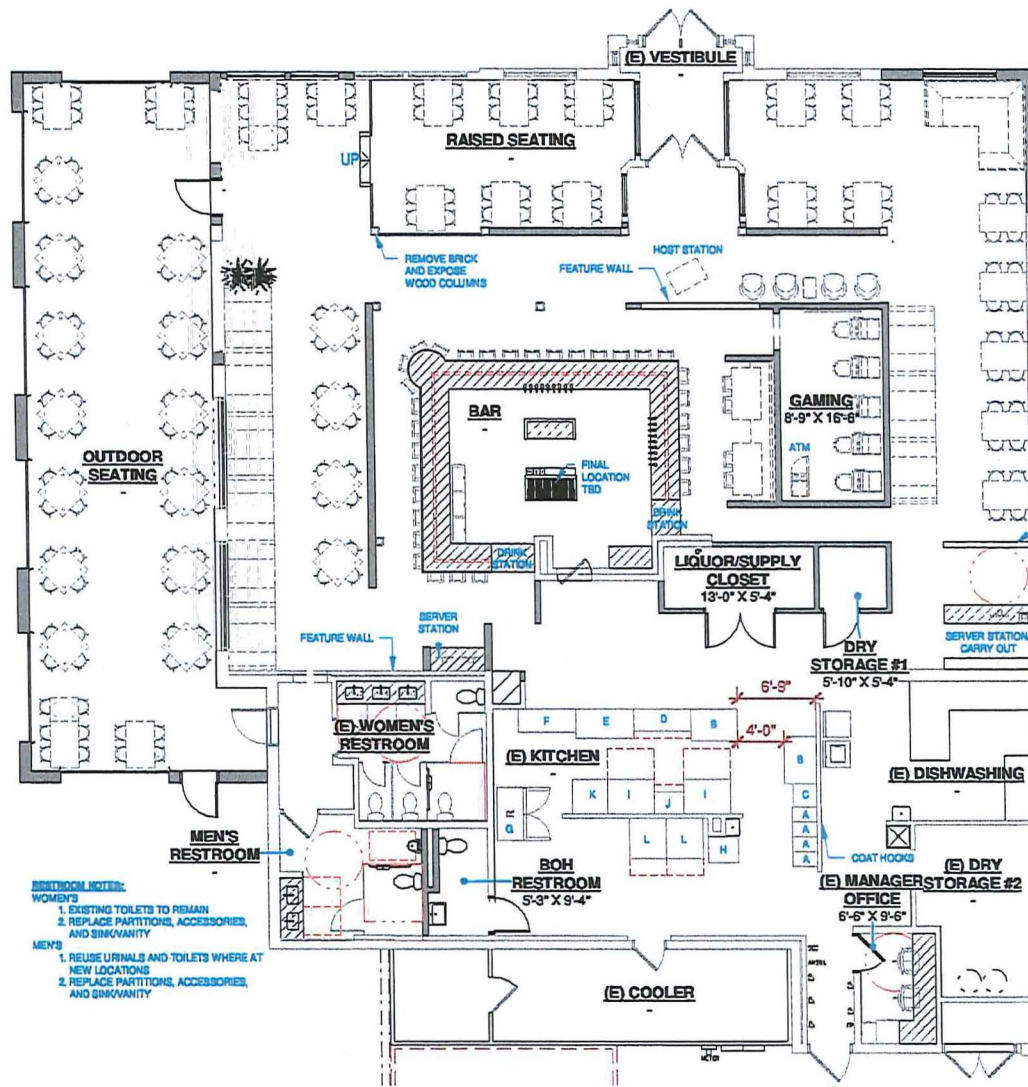


**the ASSEMBLY**  
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PLAN -SKETCH  
THE ASSEMBLY  
WEST DUNDEE, IL

WARE MALCOM



**PROGRAM SUMMARY:**

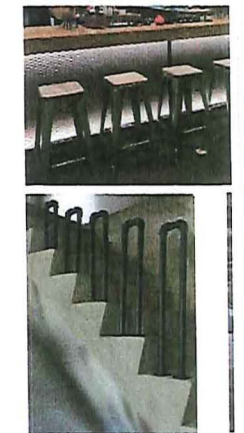
- HOST STATION
- MANAGER OFFICE
- KITCHEN
- DISHWASHING
- LIQUOR ROOM
- DRY STORAGE
- MEN'S RESTROOM
- WOMEN'S RESTROOM
- GAMING

- RAISED SEATING
- BAR SEATING
- SPLIT BAR SEATING
- TABLE SEATING
- OUTDOOR SEATING
- TOTAL SEATING

**WALL LEGEND**

- EXISTING PARTITION
- REMAIN
- NEW PARTITION

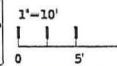
**INSPIRATIONAL IMAGES**



- KITCHEN NOTES:**
- A: FRYER
  - B: 48" WORKTOP REFRIGERATOR WITH DRAWERS
  - C: 24" x 24" WORKPREP TABLE
  - D: STEAM TABLE 4 TOP
  - E: SANDWICH PREP TABLE
  - F: 36" x 60" WORKPREP TABLE
  - G: 2 DOOR REFRIGERATOR
  - H: 1 DOOR FREEZER
  - I: CHARBROILER - GAS GRILL
  - J: STEAM TABLE 2 TOP
  - K: 36" RANGE
  - L: CONVECTION OVEN

- RESTROOM NOTES:**
- WOMEN'S**
1. EXISTING TOILETS TO REMAIN
  2. REPLACE PARTITIONS, ACCESSORIES, AND SINK/VANITY
- MEN'S**
1. REUSE URINALS AND TOILETS WHERE AT NEW LOCATIONS
  2. REPLACE PARTITIONS, ACCESSORIES, AND SINK/VANITY

This preliminary Space Plan represents our understanding of the space and requirements. The final construction documents will include additional information for the building and will be subject to change. Changes to the plan may be required as additional information is received. If the plan is to be used for construction purposes, all users should consult with the architect and the engineer for the latest information. This is a preliminary plan.

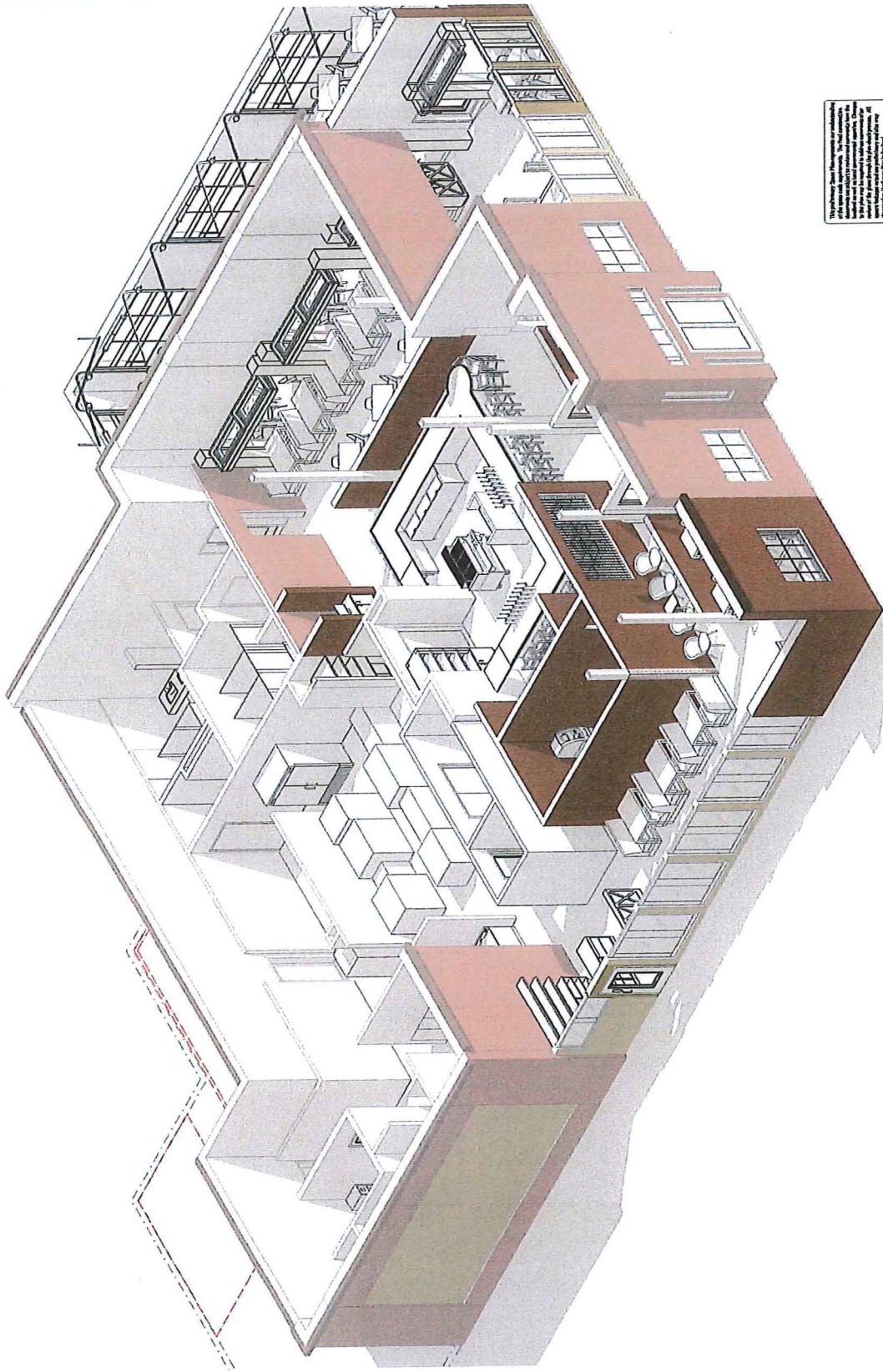


**the ASSEMBLY**  
american bar & café

SCHEME: 03  
AREA: +/- 6587.90 SF

SPACE PLAN  
ASSEMBLY BAR AND GRILL  
901 W. MAIN STREET  
WEST DUNDEE, IL

WARE MALCOMI



The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service. The information is not intended to be used as a basis for any investment decision. The information is not intended to be used as a basis for any investment decision. The information is not intended to be used as a basis for any investment decision.

WARE MALCOLME

3D VIEW

ASSEMBLY BAR AND GRILL  
901 W. MAIN STREET  
WEST DUNDEE, IL

SCHEME: 03

**of ASSEMBLY**  
american bar & grill



PERSPECTIVE- ENTRY

**KEYNOTES**

- |   |                                  |   |
|---|----------------------------------|---|
| <b>1</b> STAIN EXISTING BRICK<br>LIGHT GREY | <b>4</b> NEW GLAZING/ENTRY       | <b>7</b> STRAIGHTENED ROUNDED<br>CORNER |
| <b>2</b> STAIN EXISTING BRICK<br>DARK GREY  | <b>5</b> NEW SIGNAGE             | <b>8</b> CREATE TALLER PARAPET          |
| <b>3</b> PROPOSED METAL CANOPY<br>DARK GREY | <b>6</b> NEW SEATING/LANDSCAPING | <b>9</b> INCREASE SILL HEIGHT           |



EXISTING CONDITIONS

**the ASSEMBLY**  
american bar & café

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CONCEPT DESIGN

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

**WARE MALCOMB**

04.05.2022

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2



PERSPECTIVE- PICKUP WINDOW



**the ASSEMBLY**  
american bar & café

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OPTION-01

DRIVE THRU

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

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04.05.2022

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3



PERSPECTIVE- PICKUP WINDOW

**the ASSEMBLY**  
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OPTION-02

DRIVE THRU

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

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04.05.2022

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PERSPECTIVE - PATIO

**the ASSEMBLY**  
american bar & café

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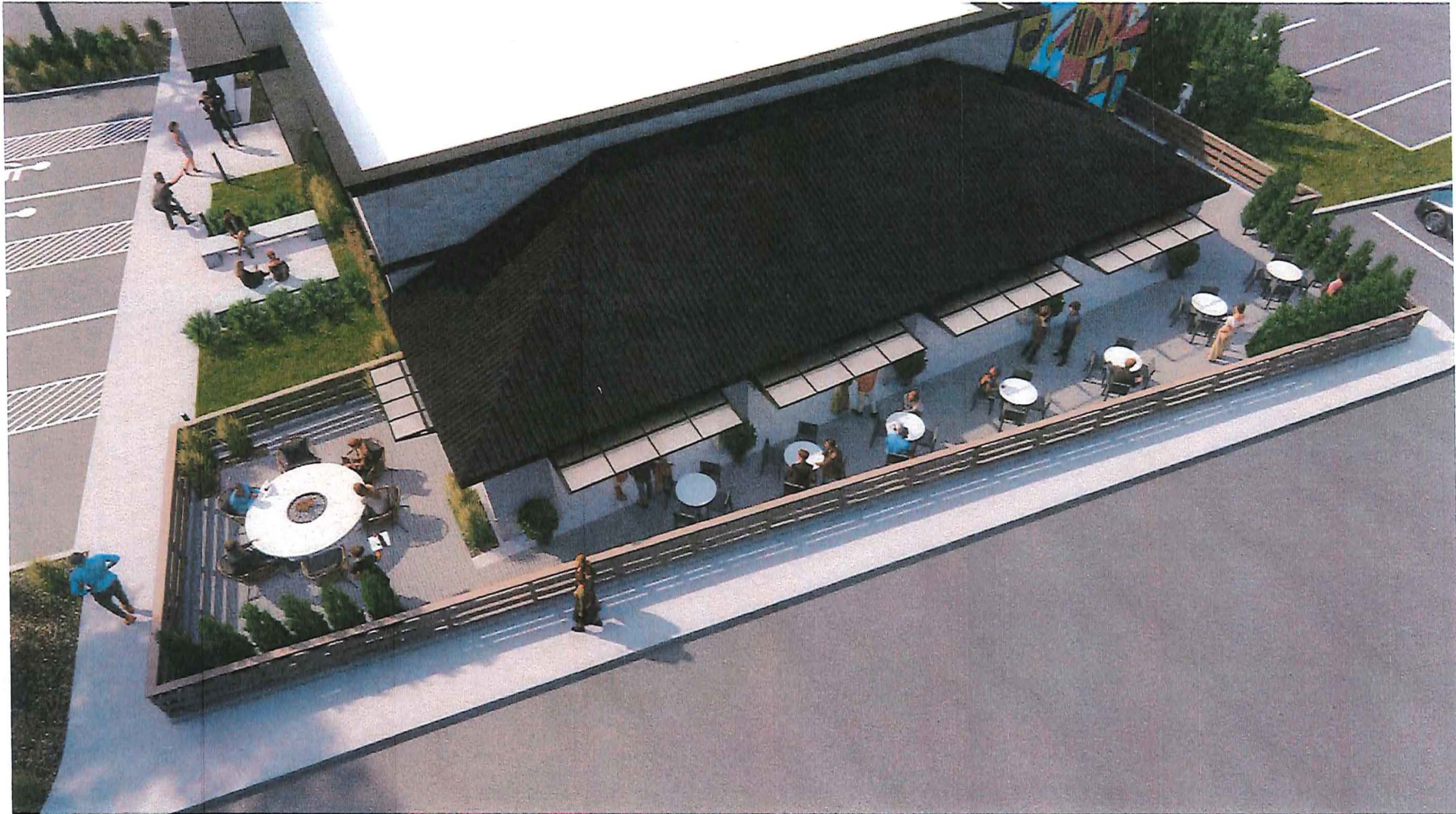
PATIO VIEW

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

**WARE MALCOMB**

04.05.2022

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AERIAL - PATIO

**the ASSEMBLY**  
american bar & café

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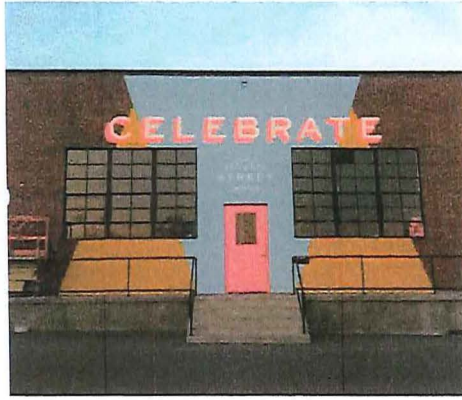
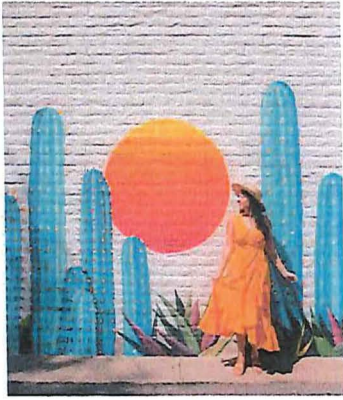
CONCEPT DESIGN

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

**WARE MALCOMB**

04.05.2022

PAGE  
5



PERSPECTIVE - PATIO MURAL

**the ASSEMBLY**  
american bar & café

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CONCEPT DESIGN

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

WARE MALCOMB

04.05.2022

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PERSPECTIVE - REAR

**the ASSEMBLY**  
american bar & café

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CONCEPT DESIGN

THE ASSEMBLY, WEST DUNDEE  
WEST DUNDEE, IL - CH122-0014-00

**WARE MALCOMB**

04.05.2022

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Village of  
**West Dundee**




TO: President Nelson and Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager  
David Danielson, Finance Director

DATE: August 1, 2023

SUBJECT: Parameters Ordinance – First American Bank Loan



INTRODUCTION:

Attached please find what is known as a "Parameters Ordinance" pertaining to the line of credit that the Village Board has authorized for the pending acquisition and related costs of the Sears and Macy's buildings located at Spring Hill Mall. It is anticipated that the closing on these properties will occur within the next 45 days.

BACKGROUND:

The proposed bond Parameters Ordinance establishes the conditions under which authorized Village officials can execute the Line of Credit at First American Bank for costs pertaining to the acquisition/demolition of the former Sears and Macy's buildings at Spring Hill Mall. This Ordinance has been prepared by Attorney Randall Kulat from the legal firm of Saul Ewing LLP. Attorney Kathy Orr has been working with Mr. Kulat on the draft of this Ordinance and she has approved the provisions contained within.

This Parameters Ordinance will allow the Village to proceed with this loan at First American Bank and authorizes Village Officials to execute the documents necessary to close on this loan. The documents must conform to all criteria included in the Parameters Ordinance.

RECOMMENDATION:

**It is respectfully requested that the attached Ordinance authorizing and providing for the execution of a Promissory Note in an amount not to exceed \$5,000,000 for the purpose of the acquisition and demolition of the former Sears and Macy's buildings at Spring Hill Mall be adopted.**

If you have any questions, please feel free to contact me.

cc: Attorney Orr

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE of the Village of West Dundee, Kane County, Illinois, authorizing and providing for the execution of a Promissory Note in an amount not to exceed \$5,000,000 for the purpose of the acquisition and demolition of the former Sears and Macy's buildings in the Spring Hill Mall located within the Village, authorizing the execution of a notification of note issuance and providing for the security for and means of payment of such Promissory Note.

**PREAMBLES**

**WHEREAS**, the Village of West Dundee, Kane County, Illinois (the "*Village*") is a home rule municipality and unit of local government of the State of Illinois (the "*State*") operating under and pursuant to, *inter alia*, (a) the Local Government Debt Reform Act of the State (the "*Debt Reform Act*"); and (b) all other Omnibus Bond Acts of the State; in each case, as supplemented and amended from time to time (collectively, the "*Applicable Law*"); and

**WHEREAS**, the Village, acting through its Board of Trustees (the "*Corporate Authorities*"), has considered the needs of the Village and, in so doing, the Corporate Authorities have deemed and do now deem it advisable, necessary and for the best interests of the Village in order to promote and protect the public health, welfare, safety and convenience of the residents of the Village to acquire and demolish the former Sears and Macy's buildings in the Spring Hill Mall located within the Village (the "*Project*") and to provide for the financing of the Project; and

**WHEREAS**, the Corporate Authorities have determined that the total amount which may be required for the Project is no more than Five Million Dollars (\$5,000,000); and

**WHEREAS**, it is necessary to borrow money for such purpose in the amount of not more than Five Million Dollars (\$5,000,000) pursuant to a proposed construction loan facility, which will permit, for a certain term to maturity, draws from time to time as funds are needed for the Project; and

**WHEREAS**, pursuant to Applicable Law, the Village may borrow money from a bank or other financial institution, evidenced by a promissory note, for any of its lawful corporate purposes, provided such borrowing (as evidenced by the promissory note) be repaid within ten (10) years from the time the money is borrowed; and

**WHEREAS**, the Corporate Authorities find that it is desirable and in the best interests of the Village to avail itself of the provisions of said Section 8-1-3.1 to provide funds for the Project pursuant to the terms set forth in this Ordinance and the Notification of Note Issuance (as hereinafter defined).

**NOW, THEREFORE**, Be It Ordained by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Applicable Law  
Corporate Authorities  
Debt Reform Act  
Municipal Code  
Project  
State  
Village

B. The following words and terms are defined as set forth.

“*Bank*” means First American Bank, an Illinois banking corporation, having its principal banking offices in the Village of Elk Grove Village, Illinois.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Designated Officers*” means the Village President or the Village Clerk, or both of them acting together, and their respective successors and assigns.

“*Note Register*” means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Note.

“*Note Registrar*” means First American Bank, having its principal banking offices in the Village of Elk Grove Village, Illinois, or a successor designated as Note Registrar hereunder.

“*Note*” means the Promissory Note authorized to be issued by the Village pursuant to this Ordinance in the amount of not more than \$5,000,000 and in the form to be attached to the Notification of Note Issuance.

“*Notification of Note Issuance*” means the written Notification of Note Issuance hereinafter authorized to be executed by the Designated Officers and setting forth the form, terms and certain other details of the Note and the sale thereof to the Bank.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 7<sup>th</sup> day of August, 2023.

“*Purchaser*” means the purchaser and initial owner of the Note, namely, the Bank.

“*Tax-exempt*” means the status of interest paid and received on an obligation as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination to Authorize and to Issue Note.* It is necessary and advisable for the public health, safety, welfare and convenience of residents of the Village to provide funds for the Project and to borrow money and, in evidence thereof and for the purpose of financing same, to provide for the issuance and delivery of the Note evidencing the indebtedness incurred by the Village in the amount of not more than \$5,000,000. The Note shall be designated, issued and sold to the Purchaser as set forth in the Notification of Note Issuance.

*Section 4. Note a General Obligation.* The Village hereby represents, warrants and agrees that the obligation to make the payments to be due under the Note shall be a lawful direct general obligation of the Village payable from the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Note promptly when and as the same shall fall due, and to pay and discharge the principal thereof at maturity. The Village represents and warrants that the total amount to be due upon the Note to be outstanding at any time, together with all other indebtedness of the Village, is and shall be within all State statutory and constitutional debt limitations, including, without limitation, the debt limitation provided in Section 8-5-1 of the Municipal Code. The Village covenants and agrees with the Purchaser that so long the Note shall remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Note.

*Section 5. Note Details.* (a) For the purpose of providing funds for the Project, there shall be issued and sold to the Purchaser a single Note in the principal amount of not to exceed \$5,000,000. The Note shall be designated "Promissory Note, Series 2023" or as otherwise designated in the Notification of Note Issuance; shall be dated the date of issuance thereof; and shall become due and payable (subject to any right of prior redemption to be set forth in the Notification of Note Issuance) in the year and in the amounts and bearing interest at the rate or rates per cent per annum as shall be set forth in the Notification of Note Issuance, *provided, however,* that the Note shall not mature on a date which is later than December 31, 2026, or bear interest at a rate percent per annum which is in excess of the maximum interest rate permitted by Illinois law.

(b) The Note shall be drawn down in increments, shall be subject to repayment, and subject to further draws as to be set forth in the Notification of Note Issuance.

(c) Subject to the terms hereof, the interest on the Note shall be Tax-exempt.

*Section 6. Execution; Authentication.* The Note shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the

manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication, substantially in the form set forth in the Notification of Note Issuance, duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance and the Notification of Note Issuance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance and the Notification of Note Issuance.

*Section 7. Optional Prepayment.* The Note shall be subject to the prepayment on the dates and at the prepayment price, if any, to be set forth in the Notification of Note Issuance.

*Section 8. Registration of Note; Persons Treated as Owners; Limited Transfer.* The Village shall cause a register (the "Note Register" as herein defined) for the registration and for the transfer of the Note as provided in this Ordinance and the Notification of Note Issuance to be kept at the office maintained for such purpose by the Note Registrar, which is hereby constituted and appointed the registrar of the Village for the Note. The Note is subject to transfer as a whole, but not in part, upon the terms as shall be set forth in the Notification of Note Issuance.

*Section 9. Form of Note.* The Note shall be in substantially the form to be attached to the Notification of Note Issuance consistent with the terms of this Ordinance.

*Section 10. Sale and Delivery of the Note.* The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell, execute and deliver the Note to the Purchaser in the amount as shall be set forth in the Notification of Note Issuance. The Designated Officers as shall be appropriate shall be and are hereby authorized and directed (i) to deliver the Note to the Purchaser upon their finding that the terms of the Note are fair and reasonable in view of current conditions in the municipal loan markets and that the Note meets the terms and requirements of this Ordinance, and (ii) to approve or execute, or both, the Notification of Note Issuance, and such other documents of sale of the Bonds as may be necessary, including, without limitation, such closing documents as shall be reasonably required by the Purchaser or Bond Counsel. The principal amount of the Note shall be as provided in the Notification of Note Issuance. The Village Clerk is further directed to make available to the Corporate Authorities a copy of the executed Notification of Note Issuance at the first regularly scheduled meeting of the Corporate Authorities following the execution of the same, but such action shall be for information purposes only, and the Corporate Authorities shall have no right or authority at such time to approve or reject such sale as evidenced in the Notification of Note Issuance. Nothing in this Section shall require the Designated Officers to sell and deliver the Note to the Purchaser if, in their judgment, the conditions in the municipal loan markets shall have markedly deteriorated from the time of adoption of this Ordinance, but the

Designated Officers shall have the authority to sell the Note in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met.

No person holding any office of the Village, either by election or appointment under the laws or Constitution of the State of Illinois, is in any manner financially interested directly in his or her own name or indirectly in the name of any person, association, trust or corporation, in the sale of the Note to the Purchaser.

The selection and retention of Saul Ewing LLP, Chicago, Illinois, to serve as bond counsel, is hereby ratified, confirmed and approved.

The Designated Officers are hereby authorized to execute, without further official action or direction by the Corporate Authorities, such additional documents and closing documents as shall be required to effectuate the delivery of the Note, including, without limitation, a Tax Agreement (as hereinafter defined) with respect to any Tax-exempt Note, and closing documents and certificates.

*Section 11. Use of Funds.* All receipts of draws on the Note shall be credited to the Corporate Fund of the Village, thereupon to be expended from such fund or advanced to such other fund as may be needed for the Project. This Ordinance constitutes an appropriation of funds received from the draws on the Note for the construction of the Project.

*Section 12. Not Private Activity Bonds.* The Note shall not be a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

(a) No direct or indirect payments are to be made on the Note with respect to any private business use by any person other than a state or local governmental unit.

(b) None of the proceeds of the Note is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(c) No user of the public capital infrastructure financed with the proceeds of the Note other than the Village or another governmental unit will use the same on any basis other than the same basis as the general public; and no person other than the Village or another governmental unit will be or has been a user of the Project as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

*Section 13. Tax Covenants.* The Village agrees to comply with, and as of the date hereof reasonably expects that it will comply with, all provisions of the Code which, if not complied with by the Village, would cause the Note not to be Tax-exempt. It shall not be an event of default under this Ordinance if the interest on the Note is not Tax-exempt pursuant to any provision of the Code which is not currently in effect and in existence on the date of the issuance of the Note.

In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations,

covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Note, including, without limitation, a Tax Certificate; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

(a) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

(b) Relating to applicable exceptions, the Treasurer or the President is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

(c) The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “Bond Rebate [or Penalty, if applicable] Fund” (the “*148 Compliance Fund*”) for the Note, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the United States Treasury, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(d) Interest earnings are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Note and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Corporate Authorities also certify and further covenant with the Purchaser and the holder and registered owner of the Note from time to time outstanding that so long as the Note remains unpaid, moneys on deposit in any fund or account in connection with the Note, whether or not such moneys were derived from the proceeds of the sale of the Note or from any other source, will not be used in a manner which will cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Corporate Authorities reserve the right, however, to make any investment of moneys on deposit in any fund or account in connection with the Note permitted by state law, if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed

or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to tax-exempt bonds, result in the inclusion of interest on the Note in gross income for federal income tax purposes.

The Corporate Authorities are hereby authorized and directed to make such further covenants, estimates, representation, or assurances as may be necessary or advisable to the end that the Note is not an "arbitrage bond" as aforesaid.

The Village also agrees and covenants with the Purchaser and the holder of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal law is adopted in the future which applies to the Note and affects the Tax-exempt status of the Note. In furtherance of the foregoing provision, but without limiting its generality, the Village agrees: (a) through its Corporate Authorities, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Note; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village also certifies and further covenants with the Purchaser and registered owner of the Note from time to time outstanding that the proceeds of the Note shall be devoted to and used with due diligence for the Project, and that moneys on deposit in any fund or account in connection with the Note, whether or not such moneys were derived from the proceeds of the sale of the Note or from any other source, will not be used in a manner which will cause the Note to be an "arbitrage bond" within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

The Village recognizes that Section 149(a) of the Code requires any Tax-exempt Note to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the Village agrees that it will not take any action to permit any Tax-exempt Note to be issued in, or converted into, bearer or coupon form.

*Section 14. Designation of Issue.* The Village shall have the option to designate the Note for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation" as provided therein by making such designation in the Notification of Note Issuance.

*Section 15. Pertaining to the Note Registrar.* The Note Registrar by acceptance of duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of the Note holder as set forth herein; and (c) to cancel and/or destroy the Note after it has been paid at final maturity. The Village covenants with respect to the Note Registrar, and the Note Registrar further covenants and agrees as follows:

(a) The Village shall at all times retain a Note Registrar with respect to the Note; it will maintain at the designated office(s) of such Note Registrar a place or places where Note may be presented for payment, registration or transfer.

(b) The Note Registrar will properly maintain the Note Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

(c) The Note Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on the Note, and by such execution the Note Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations with respect to the Note so authenticated. The Note Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. The Note Registrar shall, however, be responsible for any representation in its certificate of authentication on the Note.

(d) The Village may not remove the Bank as Note Registrar except for cause. In case at any time the Note Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Note Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Note Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Note Registrar.

*Section 16. Provisions in a Contract.* The provisions of this Ordinance shall constitute a contract between the Village and the registered owner of the Note; and no changes, additions, or alterations of any kind shall be made hereto, except as herein provided, so long as the Note has not been cancelled.

*Section 17. Superseder.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

*Section 18. Publication and Effective Date.* This Ordinance shall be effective immediately.

Adopted by the Corporate Authorities on the 7<sup>th</sup> day of August, 2023.

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President

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Village Clerk

Village of  
**West Dundee**



TO: President Nelson and Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager  
David Danielson, Finance Director

DATE: August 1, 2023

SUBJECT: Municipal Advisory Services

A handwritten signature in black ink, appearing to be 'JAC', written over a horizontal line.

INTRODUCTION:

Attached please find a proposal dated July 20, 2023 from Speer Financial, Inc. pertaining to services that will be required for the anticipated upcoming bond issue for the Spring Hill Mall Redevelopment Project. It is anticipated that a bond issue pertaining to this project will be issued in early 2024 and prior to that time, municipal advisory services will be required. In the past, the Village has utilized the services of Northern Trust Corporation, however, Northern Trust no longer serves in this capacity.

BACKGROUND:

Upon the recommendation of Attorney Orr, we have interviewed Mr. Anthony Miceli from the firm of Speer Financial, Inc. to serve in the capacity of Municipal Advisor for the anticipated upcoming bond issue for the Spring Hill Mall Redevelopment Project. Because the lead time in preparing such a bond issuance is several months, preliminary work on this matter will be commencing this fall. Both Director Danielson and I are in agreement that Mr. Miceli and Speer Financial will provide the necessary guidance and direction pertaining to this proposed bond issue. Speer Financial is a nationally recognized independent municipal advisory firm that does not underwrite, purchase or sell bonds and is not affiliated with any bank or investing institution. In other words, they work solely for the benefit of their governmental clients. Located in Chicago, they routinely handle issuance of general obligation bonds, notes, refunding issues, and tax increment bonds.

The attached proposal has been reviewed by Attorney Orr and finds it to be customary and satisfactory. Their fee is outlined on page two of their engagement letter which is in line with other firms. As an example, if the Village authorizes a \$15,000,000 bond issue, fees owed to Speer Financial would be \$40,000.

RECOMMENDATION:

**It is respectfully requested that the attached Resolution authorizing the execution of an Engagement Letter with Speer Financial, Inc. for municipal advisory services be adopted and upon adoption, to authorize Speer Financial to prepare and send out a Request For Proposals for underwriting services for future review and Board acceptance.**

cc: Attorney Orr

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH SPEER FINANCIAL, INC.**

**WHEREAS**, the Village of West Dundee, Kane County, Illinois (the "*Village*") is a home rule municipality as defined by Article VII, Section 6(a) of the Illinois Constitution of 1970 and is authorized to exercise any power and perform any function pertaining to its government and affairs or the protection of public health, safety, morals and welfare; and,

**WHEREAS**, the Village has determined that it shall be necessary to issue bonds to provide the funds required to acquire properties within the Village's commercial district for the purpose of undertaking necessary redevelopment to reflect preferred uses of properties for the future; and,

**WHEREAS**, in order to proceed with financing of this redevelopment project, it is in the best interest of the Village to engage a Municipal Advisor to review the Village's current financial position, its financing capabilities and the process to market the bonds to achieve the best interest rates; and,

**WHEREAS**, Speer Financial, Inc. ("*Speer*") is an experienced Municipal Advisor serving more than two hundred (200) local governments in Illinois and has presented an Engagement Letter to the Village, in the form attached hereto to serve the Village in such capacity; and,

**WHEREAS**, the Village Manager and Finance Director have reviewed the proposed Engagement Letter and investigated Speer's reputation and experience as a Municipal Advisor and recommends approval of the Engagement Letter as hereinafter provided.

**.NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

*Section 1.* That the Preambles hereinabove set forth are hereby adopted as if fully restated herein.

*Section 2.* That the Engagement Letter submitted by Speer Financial, Inc. attached hereto and made a part hereof is hereby approved and the Village Manager is hereby authorized to execute said Engagement Letter to take any action as deemed necessary to implement its terms.

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

**PASSED** by the Village President and Board of Trustees of the Village of West Dundee, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Christopher Nelson, Village President

*Attest:*

\_\_\_\_\_  
MaryJo Pape, Village Clerk

July 20, 2023

Mr. Joseph Cavallaro  
Village Manager  
Village of West Dundee  
102 South Second Street  
West Dundee, Illinois 60018

Re: Village of West Dundee, Illinois  
Issuance of General Obligation Bonds to Finance a Portion of the Costs of Improvements within a Tax Increment Financing District and the Refinancing of a Line of Credit.

Dear Mr. Cavallaro:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the Village of West Dundee (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for capital improvements related to a tax increment financing district and the refinancing of a line of credit (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

**Authorization.** It is Speer's understanding that the **Village Manager and Finance Director** of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

**Term and Termination.** Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

SPEER FINANCIAL, INC.

**Compensation.** Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

|                              |  |
|------------------------------|--|
| Municipal Advisory Services: | \$5,000.00 plus 1/4 of 1% of the municipal securities issued in excess of \$1,000,000.00 |
|------------------------------|--|

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

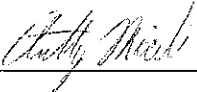
**Required Disclosures.** Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

**Risk Disclosure.** Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: 

Its: Senior Vice President

Telephone: 312-529-5881  
Email: amiceli@speerfinancial.com

## EXHIBIT A

### SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE VILLAGE OF WEST DUNDEE

#### **Financial Planning Services**

1. *Orientation*: Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.
4. *Planning*: Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.
  - b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.
  - c. Financing Distribution List - Prepare a listing of the individuals and firms that will serve on the transaction.

#### **Competitive Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form*:
  - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form, if not being otherwise prepared by another party involved with the transaction. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project or Bonds, if not otherwise being prepared by another party involved with the transaction.
  - b. Notice of Sale Publication - Prepare, as necessary, and disseminate a Notice of Sale.
  - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document by posting the document to [www.speerfinancial.com](http://www.speerfinancial.com), as well as notifying applicable municipal bond industry publications of the pending sale and posting the Disclosure Document and bidding details to a

competitive bid platform, such as [www.speeracution.com](http://www.speeracution.com). Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.

- d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including the preparation and dissemination of a closing letter.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

### **Negotiated Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document and Proposals:*
  - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, if not being otherwise completed by another transaction participant. If requested by the Client, prepare a Request for Proposals (RFP) or Request for Qualifications (RFQ) for underwriting services, and, following the award of the securities, the final Disclosure Document, if not being otherwise prepared by another transaction participant.
  - b. Proposal Analysis and Recommendations - If requested by the Client, review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
5. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter.
6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

### **Private Placement Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with

regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

2. *Disclosure Document and Proposals:*

- c. Preparation of Documents – Prepare or assist in the preparation of a preliminary Disclosure Document, if not being otherwise completed by another transaction participant. If requested by the Client, prepare a Request for Proposals (RFP) or Request for Qualifications (RFQ) for underwriting services, and, following the award of the securities, the final Disclosure Document, if not being otherwise prepared by another transaction participant.
  - d. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
3. *Advise on Financing Terms* – Advise the client on the terms of the financing including the interest rate offered and the covenants required by the intended purchaser.
  4. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter.
  5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

*With respect to all private placement Services, Speer will always serve as municipal advisor to the Client and as such will not specifically identify investors/purchasers in a securities offering or negotiate specific terms with the investor/purchaser of the Client's securities. Speer will not negotiate terms to directly place an issuance of securities with an investor. Any investors contacted or solicited will be identified by the Client and contacted on behalf of the Client.*

## EXHIBIT B

### LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

## EXHIBIT C

### OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

## EXHIBIT D

### REQUIRED DISCLOSURES

#### 1. DISCLOSURE OF CONFLICTS OF INTEREST

##### A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the

municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

#### **B. Other Material Conflicts of Interest**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

#### **2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

#### **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

#### **4. G-10 DISCLOSURE**

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: [www.msrb.org](http://www.msrb.org)

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

## EXHIBIT E

### FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

#### **Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### **Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

***Limited Bonds.*** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the*

"Base"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "Debt Reform Act"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

**Debt Certificates.** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

**Special Service Area Bonds.** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or

interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

**Tax Increment Financing.** Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

### **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

**Issuer Default Risk.** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the

bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

**Redemption Risk.** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

**Refinancing Risk.** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

**Reinvestment Risk.** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."


**Tax Compliance Risk.** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Village of  
**West Dundee**



TO: Village President and Board of Trustees  
FROM: Eric Babcock, Director of Public Works  
DATE: August 2, 2023  
SUBJECT: Authorization to Award Public Works Fence Replacement



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**INTRODUCTION:**

At the Regular Village Board Meeting on June 19, 2023, the Board authorized staff to solicit proposals for replacement of the perimeter fence at Public Works. At 10:00 AM on August 1, 2023, six (6) sealed proposals were opened and read aloud at Public Works.

**BACKGROUND:**

The specifications requested that bidders submit pricing for two options, each with a base bid and an additive for a total of four prices. Option 1 requested pricing for replacement of all existing wood fence areas with cedar, while Option 2 requested the same with pressure treated wood. The additive for both options includes replacement of the existing chain-link fence areas along the east side.

The proposals ranged from the low bid provided by Fence Connection of Elgin, IL. at a cost of \$44,000 to the high bid of \$71,135.87 provided by Tiles In Style of South Holland, IL. These proposals were submitted for the base bid of Option 2, which represents replacement of all existing wood fence areas with pressure treated material.

The low proposal for Option 1, also provided by Fence Connection was \$61,000. While cedar is a superior product to pressure treated in terms of a longer expected service life, staff does not believe the anticipated benefit to be worth an additional \$15,000.

A copy of the full bid tabulation and proposal form from Fence Connection is attached for your review and consideration.

**FISCAL IMPACT:**

The Fiscal Year 2023/24 Budget for the Capital Projects Fund includes an amount of \$50,000 for this project. The staff recommendation for the base bid of Option 2 at a cost of \$44,000 (with no additive) represents a savings of \$6,000.

**RECOMMENDATION:**

Therefore, it is respectfully requested and recommended that:

**MOTION:** Move to award a contract to Fence Connection of Elgin, IL for replacement of the Public Works fence at a cost of \$44,000.

PW FENCE PERIMETER BID TABULATION 8-1-23

|  | Option 1:<br>Existing Cedar Fence<br>Cedar Panels | Option 1:<br>Chain Link w/gate Area<br>Cedar Panels | Option 2:<br>Existing Cedar Fence<br>Pressure Treated Wood | Option 1:<br>Chain Link w/gate Area<br>Pressure Treated Wood | Gate Notes                         |
|--|---|---|--|--|------------------------------------|
| PROLINE FENCE<br>Homer Glen, IL 60491  | \$93,612.00                                       | \$30,464.00   | \$63,842.00  | \$20,522.00  | Verbally Said Gate<br>not included |
| PARAMOUNT FENCE<br>557 S River Street, Suite A<br>Batavia, IL 60510                          | \$69,575.00                                       | \$32,290.00   | \$51,912.00  | \$26,368.00  | Verbally Said Gate<br>was included |
| FENCE CONNECTION<br>970 Villa Street<br>Elgin, IL 60120                                      | \$61,000.00                                       | \$20,000.00   | \$44,000.00  | \$14,000.00  | Verbally Said Gate<br>not included |
| AMERICAN FENCE<br>901 Lee Street<br>Elk Grove Village, IL 6007                               | \$77,670.00                                       | \$28,170.00   | \$56,426.00  | \$20,905.00  |                                    |
| ACTION FENCE<br>945 Tower Road<br>Mundelein, IL 60060  | \$116,319.00                                      | \$33,815.00   | No Quote Provided  | No Quote Provided  | \$5,658.00                         |
| TILES IN STYLE<br>DBA Taza Construction<br>16940 Vincennes Avenue<br>South Holland, IL 60473 | \$98,745.60                                       | \$32,162.50   | \$71,135.87  | \$22,787.62  |                                    |



**PROPOSAL FORM**

**PUBLIC WORKS PERIMETER FENCE REPLACEMENT**

**ONE ORIGINAL PROPOSAL SHALL BE SUBMITTED**

Submit Proposals to:

Village of West Dundee  
900 Angle Tarn  
West Dundee, IL 60118

Proposals Deadline: [Tuesday, August 1<sup>st</sup>, 2023 at 10:00 a.m.]

Date: 8-1-23

Contact Name: Juan Escobar

Email Address: Juan Jr@Fence Connection Inc.net

Official Mailing Address: 970 Villa St

City/State/Zip Code: Elgin IL 60120

Phone No. 847-622-8860 Fax No.: \_\_\_\_\_

Business Address (if different): \_\_\_\_\_

1. The undersigned Proposing Firm proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to furnish all labor, materials, tools, and services required for the Sidewalk Removal and Replacement Contract for the Village of West Dundee, Kane County, Illinois, all in accordance with the Proposal Documents and attached specifications.
2. Proposing Firm accepts all of the terms and conditions of the Advertisement for Proposals and Proposal Instructions without limitation. This Proposal will remain open for 90 days after the date of Proposal opening or for such longer period of time that The Proposing Firm may agree to in writing upon request of Owner. The Proposing Firm will sign and submit the Agreement and other documents required by the Proposal Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Proposal, The Proposing Firm represents, as set forth in the Agreement, that:
  - a. The Proposing Firm has examined copies of all the Proposal Documents.
  - b. The Proposing Firm is familiar with the nature and extent of the Proposal Documents, work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the work, and has made such independent investigations as The Proposing Firm deems necessary.
  - c. The Proposing Firm has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by The Proposing Firm, including applying the specific means, methods, techniques, sequences, and procedures of service expressly required by the Proposal Documents to be employed by The Proposing Firm, and safety precautions and programs incident thereto.
  - d. The Proposing Firm does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the work at the Proposal price and within the times and in accordance with the other terms and conditions of the Proposal Documents.
  - e. The Proposing Firm has correlated the information known to The Proposing Firm, information and observations obtained from visits to the site, specifications identified in the Proposal Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.
  - f. The Proposing Firm has given the Village of West Dundee written notice of all conflicts, errors, ambiguities, or discrepancies that The Proposing Firm has discovered in the Proposal Documents, and the written resolution thereof by the Village of West Dundee is acceptable to The Proposing Firm.
  - g. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the work for which this Proposal is submitted.
  - h. This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; The Proposing Firm has not directly or indirectly induced or solicited any other Proposing Firm to submit a false or

sham Proposal; The Proposing Firm has not solicited or induced any person, firm, or a corporation to refrain from submitting a Proposal; and The Proposing Firm has not sought by collusion to obtain for itself any advantage over any other Proposing Firm or over Owner.

i. By submission of the Proposal, The Proposing Firm certifies, and in the case of a Joint Proposal each party thereto certifies as to his own organization, that in connection with the Proposal:

i. The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposing Firm or with any competitor.

ii. Unless otherwise required by law, the prices which have been quoted in the Proposal have not knowingly been disclosed by the Proposing Firm, prior to opening, directly, or indirectly to any other Proposing Firm or to any competitor.

iii. No attempt has been made or will be made by the Proposing Firm to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

iv. The Proposing Firm is not barred from contracting with the Owner as a result of a violation.

4. In accordance with the complete specifications, including but not limited to, the Invitation to Proposal, Instructions for Proposals, Proposal Form, Specifications, Drawings, and any supplementary documents contained in the proposal package, including any addenda issued subsequently, the Proposing Firm will complete the Specified Work for the following costs:

|  | (Base Bid)  | (Additive Bid) |
|--|-------------|----------------|
| <b>OPTION 1<br/>PUBLIC WORKS PERIMETER<br/>FENCE REPLACEMENT</b> | \$61,000.00 | \$20,000.00    |

|  | (Base Bid)  | (Additive Bid) |
|--|-------------|----------------|
| <b>OPTION 2<br/>PUBLIC WORKS PERIMETER<br/>FENCE REPLACEMENT</b> | \$44,000.00 | \$14,000.00    |

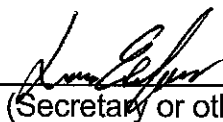
5. The Proposing Firm agrees that upon request by the Village of West Dundee, the Proposing Firm shall begin the Specified Work within an agreed period of time between the parties and that the Proposing Firm shall, in no more than 24 hours, acknowledge receipt of requested services in writing.
  
6. The person signing this Proposal certifies that: (Check applicable box)
  - a.  He/She is the person in the Proposing Firm's organization responsible within that organization for the decision as to the prices being Proposal and that he/she has not participated, and will not participate, in any action contrary to that above; or
  
  - b.  He/She is not the person in the Proposing Firm's organization responsible within that organization for the decision as to the prices being proposed but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 1<sup>st</sup> day of August, 20 23.

Signed:

Where Proposing Firm is a corporation, add:

  
 Authorized Signature

Attest:   
 (Secretary or other authorized officer)

Date 8-1-23

(CORPORATE SEAL)

NOTE: The signed and notarized Proposal Certification Form must also be attached to this Proposal Form.

END OF PROPOSAL FORM

PROPOSAL CERTIFICATION FORM

The undersigned, being an authorized representative of the Proposing Firm, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Proposing Firm is not barred from submitting a Proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning Proposal rigging, Proposal rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Proposing Firm has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposing Firm or person, to put in a sham Proposal or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Proposing Firm, or to secure any advantage against any other Proposing Firm or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with Illinois State Statutes 65ILCS 5/11-42.1-1 that the Proposing Firm is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Proposing Firm has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at \_\_\_\_\_

This 1<sup>st</sup> day of August, 2023

By: [Signature]  
(Signature)

Its: Owner  
(Title)

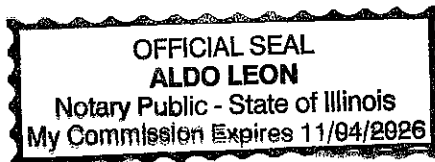
Juan Escobar, being duly sworn, deposes and say

that he/she is the Owner of Fence Connection Inc

and that the statement above is true and correct.

Subscribed and sworn before me this 1 day of August 2023

Notary Public





102 S. Second Street  
West Dundee, IL 60118

VILLAGE OF WEST DUNDEE

CONTRACT FOR PUBLIC WORKS PERIMETER FENCE REPLACEMENT

1. THIS AGREEMENT, made and concluded this 1<sup>st</sup> day of August, 2023, between the VILLAGE OF WEST DUNDEE, acting by and through the Board of Trustees, known as the party of the first part, and Fence Connection, his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described and in full compliance with this agreement and the requirements of the Director of Public Works under it.
3. And it is also understood and agreed that the Specifications hereto attached, for the Sidewalk Removal and Replacement Contract are all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Village of West Dundee

\_\_\_\_\_  
Attest: Mary Jo Pape, Village Clerk

\_\_\_\_\_  
Joseph A. Cavallaro, Village Manager

For the Contractor

By Juan Escher Omer  
Attest: (Title)

[Signature]  
\_\_\_\_\_  
President



## References

- Village of Hanover Park: Fence Replacement:  
Omar Santos: 630-878-7845
- East Dundee Township Cemetery: New Fence:  
Mark: 224-828-8068
- City of Elgin: Downtown Aluminum fence:  
Amber: 847-721-4804
- Willowbrok High School: Baseball Field backstops:  
Tom Manka 773-499-9785

Village of  
**West Dundee**



TO: Village President and Board of Trustees

FROM: Eric Babcock, Director of Public Works

DATE: August 2, 2023



SUBJECT: Recommendation to Reject Proposal - Professional Tree Care Services

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**INTRODUCTION:**

At the Regular Village Board Meeting on June 19, 2023, the Board authorized staff to solicit proposals for professional tree care services. At 10:30 AM on August 1, 2023, one (1) sealed proposal was opened and read aloud at Public Works.

**BACKGROUND:**

The sole bid was provided by Clean Cut Tree Service, Inc. of Grayslake, IL at the price points shown below:

|  | Year 1 | Year 2 | Year 3 |
|--|--------|--------|--------|
| Tree Trimming ( <i>Price per labor hour</i> )    | \$225  | \$255  | \$295  |
| Tree Removal ( <i>Price per diameter inch</i> )  | \$100  | \$150  | \$200  |
| Stump Removal ( <i>Price per diameter inch</i> ) | \$20   | \$25   | \$30   |
| Consultation ( <i>Price per labor hour</i> )     | \$300  | \$350  | \$400  |

Staff recommends that The Board reject this proposal for the following reasons:

1. **Excessive Pricing:** Compared to the most recent Contract for these services with Landscape Concept Management, the prices submitted by Clean Cut Tree Service are over 300% higher on average. For each price point in year one, the price differences are - \$225 over \$65 (Tree Trimming), \$100 over \$30 (Tree Removal), \$20 over \$7 (Stump Removal) and \$300 over \$70 (Consultation).
2. **Ongoing Prevailing Wage Dispute:** Clean Cut Tree Service conducted the recent Large-Scale Tree Trimming Project in North Old Town. Their work was of high quality, but despite being made aware that the project was subject to the Prevailing Wage Act, they have refused to submit the certified payroll documentation necessary to receive payment. This is a position they have maintained since completing the Project in late April of this year.

Rejection of this proposal does not leave the Village with broad options for emergency-style tree services in the short term, but it is staff's opinion that the pricing is too far out of range to recommend award. Without a go-to provider, the Public Works Department's immediate plan will be to collect quotes on a case-by-case basis for this work.

Recommendation to Reject Proposal - Professional Tree Care Services.

August 2, 2023

Page 2

In an effort to understand how to proceed, and why only one bid was received for work that has not traditionally been troublesome to secure in the past, staff reached out to the tree care providers that were directly sent the bid notice. When asked why they chose not to submit proposals, nearly all of them provided the same response, which is that they are significantly less willing to perform work that is subject to the Prevailing Wage Act.

In general, the reasoning was enunciated as reduced tolerance in dealing with the administrative aspects of Prevailing Wage compliance, i.e., record keeping, reporting, audits, etc. One firm elaborated that they simply did not wish to pay their staff a wage beyond what they consider to be justified by the work. More specifically, they explained that the variance in staff compensation between projects that are subject to the Act and projects that are not, has created challenges in payroll and general staff morale. In short, they have sufficient opportunities for work that is not subject to the Act, that they no longer need to pursue work that is subject to it.

The Proposal Form from Clean Cut Tree Service, Inc. is attached for your review.

FISCAL IMPACT:

The Fiscal Year 2023/24 Operating Budget for Buildings & Grounds includes funding in the amount of \$20,000 for unanticipated tree-related work. The fiscal impact of not having an associated service contract will not be known until the full scope of the year's needs are realized and quotes for services on a case-by-case basis are collected.

RECOMMENDATION:

Therefore, it is respectfully requested and recommended that:

**MOTION:** Move to reject the sole proposal provided by Clean Cut Tree Service, Inc. of Grayslake, IL.



**PROPOSAL FORM**

**PROFESSIONAL TREE CARE SERVICES CONTRACT**

**ONE ORIGINAL PROPOSAL SHALL BE SUBMITTED**

Submit Proposals to:

Village of West Dundee  
900 Angle Tarn  
West Dundee, IL 60118

Tuesday, August 1<sup>st</sup>, 2023 at 10:00 a.m.

Date: July 30, 2023

Contact Name: Kelly E Kelly

Email Address: kelly@cctreeservice.com

Official Mailing Address: 31064 N IL Route 83

City/State/Zip Code: Grayslake, IL 60030

Phone No. (include area code): 847-265-0000

Fax No. (include area code): 847-265-0005

Business Address (if different): Same as above

City/State/Zip Code: \_\_\_\_\_

1. The undersigned Proposing Firm proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to furnish all labor, materials, tools, and services required for a Professional Tree Trimming Services Contract for the Village of West Dundee, Kane County, Illinois, all in accordance with the Proposal Documents and attached specifications.
2. Proposing Firm accepts all of the terms and conditions of the Advertisement for Proposals and Proposal Instructions without limitation. This Proposal will remain open

for 90 days after the date of Proposal opening or for such longer period of time that The Proposing Firm may agree to in writing upon request of Owner. The Proposing Firm will sign and submit the Agreement and other documents required by the Proposal Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Proposal, The Proposing Firm represents, as set forth in the Agreement, that:
  - a. The Proposing Firm has examined copies of all the Proposal Documents.
  - b. The Proposing Firm is familiar with the nature and extent of the Proposal Documents, work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the work, and has made such independent investigations as The Proposing Firm deems necessary.
  - c. The Proposing Firm has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by The Proposing Firm, including applying the specific means, methods, techniques, sequences, and procedures of service expressly required by the Proposal Documents to be employed by The Proposing Firm, and safety precautions and programs incident thereto.
  - d. The Proposing Firm does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the work at the Proposal price and within the times and in accordance with the other terms and conditions of the Proposal Documents.
  - e. The Proposing Firm has correlated the information known to The Proposing Firm, information and observations obtained from visits to the site, specifications identified in the Proposal Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.
  - f. The Proposing Firm has given the Village of West Dundee written notice of all conflicts, errors, ambiguities, or discrepancies that The Proposing Firm has

4. In accordance with the complete specifications, including but not limited to, the Invitation to Proposal, Instructions for Proposals, Proposal Form, Specifications, Drawings, and any supplementary documents contained in the proposal package, including any addenda issued subsequently, the Proposing Firm will complete the Specified Work for the following costs:

|   | YEAR ONE | YEAR TWO | YEAR THREE |
|---|----------|----------|------------|
| <b>Tree Trimming</b><br><i>(Prices "Per Labor Hour")</i>                  | 225.00   | \$255.00 | \$295.00   |
| <b>Tree Removal</b><br><i>(Prices "Per Diameter Inch")</i>                | \$100.00 | \$150.00 | \$200.00   |
| <b>Pre-Existing Stump Removal</b><br><i>(Prices "Per Diameter Inch")</i>  | \$20.00  | \$25.00  | \$30.00    |
| <b>Consultation and/or Inspection</b><br><i>(Prices "Per Labor Hour")</i> | \$300.00 | \$350.00 | \$400.00   |

5. The Proposing Firm agrees that upon request by the Village of West Dundee, the Proposing Firm shall begin the Specified Work within an agreed period of time between the parties and that the Proposing Firm shall, in no more than 24 hours, acknowledge receipt of requested services in writing.
6. The person signing this Proposal certifies that: (Check applicable box)
- a.  He/She is the person in the Proposing Firm's organization responsible within that organization for the decision as to the prices being Proposal and that he/she has not participated, and will not participate, in any action contrary to that above; or
  - b.  He/She is not the person in the Proposing Firm's organization responsible within that organization for the decision as to the prices being proposed but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

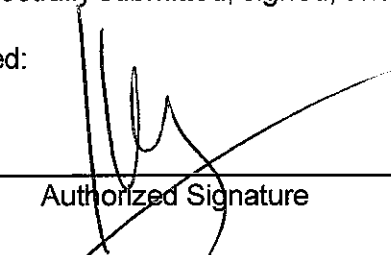
discovered in the Proposal Documents, and the written resolution thereof by the Village of West Dundee is acceptable to The Proposing Firm.


- g. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the work for which this Proposal is submitted.
- h. This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; The Proposing Firm has not directly or indirectly induced or solicited any other Proposing Firm to submit a false or sham Proposal; The Proposing Firm has not solicited or induced any person, firm, or a corporation to refrain from submitting a Proposal; and The Proposing Firm has not sought by collusion to obtain for itself any advantage over any other Proposing Firm or over Owner.
- i. By submission of the Proposal, The Proposing Firm certifies, and in the case of a Joint Proposal each party thereto certifies as to his own organization, that in connection with the Proposal:
  - i. The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposing Firm or with any competitor.
  - ii. Unless otherwise required by law, the prices which have been quoted in the Proposal have not knowingly been disclosed by the Proposing Firm, prior to opening, directly, or indirectly to any other Proposing Firm or to any competitor.
  - iii. No attempt has been made or will be made by the Proposing Firm to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
  - iv. The Proposing Firm is not barred from contracting with the Owner as a result of a violation.

Respectfully submitted, signed, and sealed this 30 day of July, 2023.

Signed:

Where Proposing Firm is a corporation, add:

  
\_\_\_\_\_  
Authorized Signature

Attest:   
\_\_\_\_\_  
(Secretary or other authorized officer)

Date July 30, 2023  
\_\_\_\_\_

(CORPORATE SEAL)

NOTE: The signed and notarized Proposal Certification Form must also be attached to this Proposal Form.

END OF PROPOSAL FORM

PROPOSAL CERTIFICATION FORM

The undersigned, being an authorized representative of the Proposing Firm, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Proposing Firm is not barred from submitting a Proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning Proposal rigging, Proposal rotating, kickbacks, bribery, and other interference with public contracts.

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The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Proposing Firm has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at July 30, 2023

This 30 day of July, 2023

By: \_\_\_\_\_  
(Signature)

Its: President  
(Title)

Kelly E Kelly, being duly sworn, deposes and say

that he/she is the President of Clean Cut Tree Service Inc

and that the statement above is true and correct.

Subscribed and sworn before me this 30 day of July 2023

Notary Public

*Jenna Roark*



**REFERENCE SUBMITTAL**

All Proposing Firms are required to furnish three (3) references for municipal clients who presently are using equipment and services similar to that proposed by the Proposing Firm.

Firm: Village of Grayslake

Name: Zachary Smith

Address: 10 South Seymour Ave.

City: Grayslake State: IL Zip: 60030

Telephone: 847 / 223-8515 E-Mail Zsmith@villageofgrayslake.com

\*\*\*\*\*

Firm: Village of Fox River Grove

Name: John Reese

Address: 305 Illinois St.

City: Fox Rover Grove State: IL Zip: 60021

Telephone: 224 / 888-0850 E-Mail J.reese@foxrivergrove.org

\*\*\*\*\*

Firm: City of Crystal Lake

Name: Larry Zurek

Address: 100 W. Woodstock St.

City: Crystal Lake State: IL Zip: 60014

Telephone: 815 / 356-3744 E-Mail Lzurek@crystallake.org

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