

Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Meeting
Monday, December 2, 2013
06:00 PM

Call to Order

Roll Call

Pledge of Allegiance

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

Consent Agenda

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

[A. Resolution Establishing the Regular Meeting Dates and Committee of the Whole Meeting Dates for the Board of Trustees and Establishing the Planning and Zoning and the Historic Commission Meeting Dates for the Village of East Dundee For the Calendar Year 2014](#)

[B. Resolution Approving the 2013 Cards for Cars Program in the Village of East Dundee](#)

[C. Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014 for the Village of East Dundee, Kane and Cook Counties, Illinois](#)

[D. Ordinance Adding Parking Regulations for the Village of East Dundee's Parking Lots and Amending Parking Regulations for River and Meier Streets](#)

[E. Ordinance Approving a Redevelopment Agreement By and Between the Village of East Dundee, Cook and Kane Counties, Illinois and the Anvil Club, East Dundee, Illinois](#)

Old Business

New Business

[A. Ordinance of the Village of East Dundee, Illinois Amending the Number and Allowing Video Gaming for Class E-2 and B-4 Liquor Licenses and Amending the Regulations for Class H Liquor Licenses](#)

Financial Reports

[A. Warrants List #1 \\$238,530.07](#)

[B. Warrants List #2 \\$380,421.88](#)

Reports: Village President

Reports: Village Trustees

Reports: Village Administrator

Reports: Village Attorney

Reports: Village Engineer

Reports: Chief of Police

Reports: Director of Public Works

Reports: Building Official

Public Comment - Please keep comments to 5 minutes or less

Executive Session

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

Adjournment

RESOLUTION NUMBER _____-13

A RESOLUTION ESTABLISHING THE REGULAR MEETING DATES AND COMMITTEE OF THE WHOLE MEETING DATES FOR THE BOARD OF TRUSTEES AND ESTABLISHING THE PLANNING AND ZONING AND HISTORIC COMMISSION MEETING DATES FOR THE VILLAGE OF EAST DUNDEE FOR THE CALENDAR YEAR 2014

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

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to adopt and approve a schedule of dates, times and places for regular meetings of the Village of East Dundee Board of Trustees and Committee of the Whole Meetings and for the Planning and Zoning and the Historic Commission in 2014 for the Village of East Dundee Board of Trustees.

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

Section One. All regular Village Board and Committee of the Whole Meetings of the President and Board of Trustees and all Planning and Zoning and Historic Commission Meeting of the Planning and Zoning Commission will be held at the Village Hall Annex, 120 Barrington Avenue, East Dundee, Illinois.

Section Two. All regular meetings of the Village of East Dundee Board of Trustees, and Committee of the Whole will be scheduled to start at 6:00pm and all Planning and Zoning and Historic Commission Meetings will be scheduled to start at 7:00 p.m.

Section Three. The dates for such regular meetings of the Village of East Dundee Board of Trustees shall be as follows:

January 6, 2014
January 20, 2014 CANCELLED: Martin Luther King Day
Meeting will be held on Tuesday, January 21, 2014
February 3, 2014
February 17, 2014
March 3, 2014
March 17, 2014
April 7, 2014
April 21, 2014
May 5, 2014
May 19, 2014
June 2, 2014
June 16, 2014
July 7, 2014
July 21, 2014
August 4, 2014
August 18, 2014
September 1, 2014 CANCELLED: Labor Day
Meeting will be held on September 2, 2014
September 15, 2014
October 6, 2014
October 20, 2014
November 3, 2014
November 17, 2014
December 1, 2014
December 15, 2014

Section Four. The dates for such Committee of the Whole meetings of the Village of East Dundee Board of Trustees shall be as follows:

January 13, 2014
February 10, 2014
March 10, 2014
April 14, 2014
May 12, 2014
June 9, 2014
July 14, 2014
August 11, 2014
September 8, 2014

October 13, 2014
November 10, 2014
December 8, 2014

Section Five. The dates for such Planning and Zoning and Historic Commission meetings of the Village of East Dundee Planning and Zoning Commission shall be as follows:

January 9, 2014
February 13, 2014
March 13, 2014
April 10, 2014
May 8, 2014
June 12, 2014
July 10, 2014
August 14, 2014
September 11, 2014
October 9, 2014
November 13, 2014
December 11, 2014

Section Six. The Village Board of Trustees and the Planning and Zoning Commission may, from time to time, change by motion the date, time and place of any of its regular meetings in 2014 as established in this Resolution.

Section Seven. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Eight. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Nine. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

Approved by me this _____ day of _____, 2013.

LEAL MILLER, President

Published in pamphlet form this _____ day of _____, 2013, under the authority of the President and Board of Trustees.

ATTEST:

HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on _____, 2013.

Resolution No. ____

**A RESOLUTION APPROVING THE 2013 CARDS FOR CARS PROGRAM
IN THE VILLAGE OF EAST DUNDEE**

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

WHEREAS, it is essential for the economic welfare of the Village that businesses in the Village remain strong by encouraging persons to shop in the Village; and,

WHEREAS, increased purchases at Village businesses also support the tax revenues that fund the Village’s services for its residents; and,

WHEREAS, the Village to encourage persons to make large purchases of vehicles from the Village’s dealerships has created the 2013 Cards for Cars Program (the “Program”); and,

WHEREAS, the Program establishes a period from November 28, 2013 through January 4, 2014 where a person purchasing a new or used vehicle over \$5,000 in value will receive gift certificates from the Village to be used for purchases at Village gas stations.

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

Section 1: That the *2013 CARDS FOR CARS PROGRAM* that is attached hereto and made a part hereof by reference as Exhibit A, is hereby approved and the Village Administrator is hereby authorized to implement the Program with dealerships and gas stations as identified in the attached program outline. That funding for the Program is hereby established and approved as a proper public purpose from the General Fund to support job opportunities and addition tax revenue for the welfare of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013

Village President

Attest: _____
Village Clerk

Ordinance No. 13-_____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES
FOR THE FISCAL YEAR BEGINNING MAY 1, 2013,
AND ENDING APRIL 30, 2014 FOR THE VILLAGE OF EAST DUNDEE,
KANE AND COOK COUNTIES, ILLINOIS**

BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois:

Section 1: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Five Hundred Eighty Three Thousand, Three Hundred Eighty Six and 00/00 Dollars (\$583,386).

Section 2: That the sum of Five Hundred Eighty Three Thousand, Three Hundred Eighty Six and 00/00 Dollars (\$583,386), being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the Village of East Dundee for all corporate purposes of said Village, as appropriated for the current fiscal year by an ordinance adopting the 2013-2014 Annual Budget of the Village of East Dundee for the May 1, 2013 through April 30, 2014 Fiscal Year, passed by the President and Board of Trustees of said Village at the legally convened meeting of _____, 2013, as Ordinance No. 13-_____, be and the same is hereby levied on all of the taxable property in the Village of East Dundee subject to taxation for the current year, the specific amounts as levied for the certain tax levy purposes being included herein by being placed under separate column under the heading "To Be Raised by Tax Levy" that appears over them, the tax so levied being for the current fiscal year of said Village, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

Section 3: That the total amount of Five Hundred Eighty Three Thousand, Three Hundred Eighty Six and 00/00 Dollars (\$583,386) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village of East Dundee according to the value of said property as assessed and equalized for State and County purposes for the current year.

Section 4: That there is hereby certified to the County Clerks of Kane and Cook Counties, Illinois, the several sums above, constituting said total amount, and the total amount of Five Hundred Eighty Three Thousand, Three Hundred Eighty Six and 00/00 Dollars (\$583,386), which total amount the Village of East Dundee requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of the Counties of Kane and Cook on or before the time required by law, a certified copy of this Ordinance.

Section 5: If any section, paragraph or provision of this ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 6: That this Ordinance shall take effect and be in full force and effect immediately upon and after its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ____ day of December 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December, 2013.

Village President

Published in pamphlet form this ____ day of December, 2013

ATTEST:

Village Clerk

AN ORDINANCE ADDING PARKING REGULATIONS FOR THE VILLAGE OF EAST DUNDEE’S PARKING LOTS AND AMENDING PARKING REGULATIONS FOR RIVER AND MEIER STREETS

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

WHEREAS, Section 11-208(a)1 of the Illinois Vehicle Code (625 ILCS 5/11-208(a)1.) authorizes a municipality to regulate the standing or parking of vehicles; and,

WHEREAS, the President and Board of Trustees desire to impose similar parking regulations upon the parking lots owned by the Village.

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

Section 1: That the following parking regulations are hereby established for the Village’s public parking lots and Schedule I, Restricted Parking, of Chapter 72, Traffic Schedules, of the Code of the Village of East Dundee, is hereby amended by adding parking regulations as follows:

Location	Special Provisions
Village River Street/Route 72 parking lot	No parking for more than 24 hours. No parking within 12 hours after a snowfall of three inches or more has occurred. Parking between 2:00 a.m. and 6:00 a.m. is permitted.

Section 2: That Subsection 5 of Section 70-11-1303 of the Code of the Village of East Dundee be and is hereby amended to read as follows:

When signs are erected at the entrances of highways and street into the Village giving notice thereof, no person shall park a vehicle between the hours of 2:00 a.m. and 6:00 a.m. on any day, on any street within the Village except such regulation shall not apply to River Street and Meier Street where parking is permitted.”

Section 3: That the following parking regulations are hereby established for Meier Street and Schedule I, Restricted Parking, of Chapter 72, Traffic Schedules, of the Code of the Village of East Dundee, is hereby amended by adding parking regulations as follows:

Street	Location	Direction	Special Provision
Meier Street	Between Railroad Street and Barrington Avenue except beginning at a point 68 feet north of the intersection with Railroad Street northerly for a distance of 20 feet to a point 88 feet north of the intersection	East and West sides	No parking for more than 24 hours

Section 4: That the following parking regulations are hereby established for River Street and Schedule I, Restricted Parking, of Chapter 72, Traffic Schedules, of the Code of the Village of East Dundee, is hereby amended by deleting the existing regulations for River Street by Ordinances 90-12 and 82-19 and adding parking regulations as follows:

Street	Location	Direction	Special Provision
River Street	Between Main Street and Barrington Avenue	East and west sides	No parking for more than 24 hours

Section 5: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2013 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2013.

Village President

Attest:

Village Clerk
Published in pamphlet form:

_____, 2013

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS
AND THE ANVIL CLUB, EAST DUNDEE, ILLINOIS**

WHEREAS, the Village of East Dundee, Kane and Cook Counties, Illinois (the “*Village*”) is a home-rule municipality pursuant to Article 7, Section 6(a) of the 1970 Constitution of the State of Illinois with the authority to exercise any power and perform any function pertaining to its government and affairs;

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

WHEREAS, pursuant to the BDD Act, on September 28, 2009, the Corporate Authorities, after public hearings, passed Ordinance No. 09-30 designating the Route 25 and Route 72 Business District (the “*BD District*”), and imposed a retailers’ occupation tax and service occupation tax in the amount of one-half of one percent (0.5%) on all commercial operations within the boundaries of this commercial district (the “*BD Taxes*”) to pay project costs incurred in connection with the planning, execution and implementation of the BD District (the “*BD Plan*”); and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “*TIF Act*”), the

Corporate Authorities are empowered to undertake the development or redevelopment of a designated area within the boundaries of the Village in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances Nos. 08-34, 08-35, and 08-36, adopted June 16, 2008, approved a Redevelopment Project Plan and Eligibility Report (the “*Redevelopment Plan*”) for an area designated as the Downtown Tax Increment Redevelopment Project Area (the “*Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area, pursuant to the TIF Act; and,

WHEREAS, the Village has been informed by The Anvil Club, an Illinois corporation (the “*Developer*”) that it has acquired and intends to substantially rehabilitate, renovate and expand the structure on certain property within the Project Area and the BD District, commonly known as 309 Meier Street, East Dundee (the “*Subject Property*”), in order to sustain an ongoing restaurant business which not only provides food and beverage but also provides banquet services; and

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property requires financial assistance from the Village for certain costs that would be incurred in connection with said rehabilitation, renovation and expansion, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act and which costs would be in furtherance of the implementation of the BD Plan for the BDD District and the Redevelopment Plan for the Project Area; and

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance as hereinafter described in the Redevelopment Agreement attached hereto and made a part hereof is in the best interests of the Village and its residents and taxpayers, thereby providing for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, that the Redevelopment Agreement by and between this Village and The Anvil Club, an Illinois corporation, in the form attached hereto, is hereby approved and the President and Village Clerk hereby authorized to execute same authorized to execute said Agreement.

BE FUTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this ____ day of _____, 2013.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this ____ day of _____, 2013.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2013

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS
AND THE ANVIL CLUB, EAST DUNDEE, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____, 2013, by and between the Village of East Dundee, Illinois, an Illinois municipal corporation (the “*Village*”) and The Anvil Club, an Illinois corporation (the “*Developer*”).

PREAMBLES

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

WHEREAS, pursuant to the BDD Act, on September 28, 2009, the Corporate Authorities, after public hearings, passed Ordinance No. 09-30 designating the Route 25 and Route 72 Business District (the “*BD District*”), as depicted on *Exhibit A* and imposed a retailers’ occupation tax and service occupation tax in the amount of one-half of one percent (0.5%) on all commercial operations within the boundaries of this commercial district (the “*BD Taxes*”) to pay project costs incurred in connection with the planning, execution and implementation of the BD District (the “*BD Plan*”); and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “*TIF Act*”), the Corporate Authorities are empowered to undertake the development or redevelopment of a

designated area within the boundaries of the Village in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances Nos. 08-34, 08-35, and 08-36, adopted by the Corporate Authorities on June 16, 2008, approved a Redevelopment Project Plan and Eligibility Report (the “*Redevelopment Plan*”) for an area designated as the Downtown Tax Increment Redevelopment Project Area (the “*Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area, pursuant to the TIF Act; and,

WHEREAS, the Village has been informed by the Developer that it has acquired and intends to substantially rehabilitate, renovate and expand the structure on certain property within the Project Area and the BD District, commonly known as 309 Meier Street, East Dundee (the “*Subject Property*”), as legally described on *Exhibit B*, in order to sustain an ongoing restaurant business which not only provides food and beverage but also provides banquet services; and

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property requires financial assistance from the Village for certain costs that would be incurred in connection with said rehabilitation, renovation and expansion, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act and which costs would be in furtherance of the implementation of the BD Plan for the BDD District and the Redevelopment Plan for the Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BDD District and the Project Area and will continue to impair growth and development

but for the use of the retailers' occupation tax and service occupation tax as imposed pursuant to the BDD Act and the use of tax increment allocation financing to assist the Developer to pay certain costs to be incurred by the Developer to undertake the Project; and,

WHEREAS, the existence of the blighting factors and the extraordinary costs necessary for development and redevelopment have prevented developers from redeveloping and revitalizing the Subject Property which has, in turn, limited the development and construction of commercial and industrial enterprises within the BD District and the Project Area; and,

WHEREAS, the Developer's proposal calls for the Developer to redevelop the Subject Property in accordance with all applicable Village ordinances and the Village has determined that the Developer has the necessary qualifications, expertise and background to undertake the Project; and,

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

WHEREAS, the Village is authorized under the BDD Act and TIF Act to incur costs and to make and enter into all contracts necessary or incidental to the implementation of the plans for the BD District and the Project Area; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance hereinafter described and the redevelopment by the Developer of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

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

Section 1. Incorporation of Recitals

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

Section 2. Developer's Obligations

(a) The Developer has acquired the Subject Property and has delivered a plan for the rehabilitation, renovation and redevelopment of the Subject Property, and an estimate of all costs to be incurred by the Developer in connection with acquisition and redevelopment of the Subject Property.

(b) The Developer covenants and agrees that upon completion of the rehabilitation, renovation and redevelopment of the Subject Property there shall have been invested a minimum sum of \$1,040,000.

(c) On or before December 31, 2014, the Developer shall have completed the Project in accordance with all approved plans and specifications, laws of the State and federal government, ordinances, resolutions and regulations of the Village and all other agencies or governmental bodies having jurisdiction over the Subject Property (the "*Legal Requirements*").

Section 3. Developer Payments

(a) In consideration for the redevelopment by the Developer of the Subject Property in accordance with the terms of this Agreement, so long as no event described in Section 15 of this Agreement shall have occurred and be continuing, the Village shall reimburse the Developer for certain costs to be incurred by the Developer in connection with the redevelopment of the

Subject Property as itemized on *Exhibit C* (the “*Redevelopment Project Costs*”) subject to the limitations and authorization of the BDD Act, the TIF Act and this Agreement in an amount not to exceed the lesser of (i) forty percent (40%) of the total cost of rehabilitation and renovation; or (ii) \$416,000. The Developer shall have the right to reallocate items among line items on *Exhibit C*, when seeking reimbursement therefore pursuant to this Agreement. For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “business district project costs” as defined in Section 11-74.3-5 of the BDD Act as from time to time amended and “redevelopment project costs” as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended.

(b) The Village has established a special tax allocation fund for this Project pursuant to the requirements of the BDD Act into which all of the BD Taxes derived from the BD District are deposited (the “*BD Fund*”) and also has established a special tax allocation fund pursuant to the TIF Act into which all incremental taxes, as hereinafter defined, from the Project Area are deposited (the “*TIF STAF*”). The Village shall further establish a special sub-account designated The Anvil Club sub-account (the “*The Anvil Club Sub-Account*”) into which the Village shall deposit sums either from the BD Fund or the TIF STAF in an amount sufficient to annually reimburse the Developer for Redevelopment Project Costs in an amount not to exceed the lesser of: (i) \$138,666 for a period of three (3) years; or, (ii) 1/3rd of forty percent (40%) of the total cost of rehabilitation or renovation of the Subject Property, as hereinafter provided.

(c) For purposes of this Agreement, “Incremental Taxes” shall mean the amount equal to the amount of ad valorem taxes, if any, paid to the Village in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed

value of the Subject Property and its improvements over the initial equalized assessed value of the Subject Property and its improvements.

Section 4. Procedures for and Application of Reimbursement to the Developer

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

(b) To be eligible for reimbursement of any eligible Redevelopment Project Costs, the Project shall have been constructed and completed in accordance with the Legal Requirements and the Developer shall be operating The Anvil Club at the Subject Property.

(c) To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall annually submit to the Village President or his or her designated officer or employee on or before each June 1 during the term of this Agreement, a written statement in the form attached to this Agreement as *Exhibit D* (a “*Request for Reimbursement*”) setting forth the specific Redevelopment Project Costs attributable to such phase for which the reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village President or his designee shall reasonably require to evidence the right of the Developer to reimbursement under this Agreement. The Village President or his or her designee shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to recommend approval for immediate payment or disapproval of such Request and, if disapproved, to provide the Developer in writing and in detail with an explanation as to why he or she is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible Redevelopment Project Cost under the BDD Act or under the TIF Act, that it is not itemized on

Exhibit C attached hereto as a Redevelopment Project Cost, or that the cost was not incurred and the construction was not completed by the Developer in accordance with the Legal Requirements and the provisions of this Agreement. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the BDD Act and TIF Act, all amendments to the BDD Act and TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

Section 5. Term

Unless earlier terminated pursuant to Section 15, the term of this Agreement shall commence on the date of execution and end upon the earlier of: (i) payment in full of the lesser of \$416,000 or forty percent (40%) of the total cost of the rehabilitation and renovation of the Subject Property; or, (ii) December 31, 2021.

Section 6. Verification of Tax Increment

The Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2014, and for each subsequent year during the term of this Agreement. The Developer shall also take any action as may be required to authorize the Illinois Department of Revenue to release all sales tax remittances as a result of the operation of The Anvil Club to the Village.

Section 7. No Liability of Village to Others for Developer's Expenses

The Village shall have no obligation to pay and cost relating to the development of the Subject Property or to make any payment to any person other than the Developer, nor shall the

Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Subject Property.

Section 8. 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.

Section 9. Developer Indemnification

The Developer shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

Section 10. Waiver

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

Section 11. Severability

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Otto Engineering
2 East Main
Carpentersville, Illinois 60110
Attn: Tom Roeser

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

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

Section 13. No Joint Venture, Agency or Partnership Created

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination and Prevailing Wage Act compliance

A. The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this

nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

B. *Prevailing Wage Act.*

1. The Developer, its contractors and subcontractors shall be responsible to determine if the Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (the “Act”) (820 ILCS 130/0.01 *et seq.*) requiring it to pay workers performing services on this Project no less than the “prevailing rate of wages” in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor (the “IDOL”). For the current prevailing wage rates, contact the Village or see the listing of rates or at www.state.il.us/agency/idol/rates/rates. The IDOL makes the final determination of whether this Project is subject to the Act.

2. The Developer agrees to indemnify and hold harmless the municipality, its agents, officers and employees as provided for in this Redevelopment Agreement for any violation by the Developer or its contractors and subcontractors’ failure to comply with any provision of the Act if applicable.

Section 15. Remedies – Liability

(a) If, in the Village’s judgment, the Developer is in material default of this Agreement for any phase of the Project, the Village shall provide the Developer with a written statement indicating any failure on the Developer’s part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the

same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the Developer's property, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the Kane County Recorder, a Certificate of Default, executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in

which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

(c) If, in the Developer's judgment, the Village is in material default of this Agreement, the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived

and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the current Court of Kane County.

Section 16. Developer's Covenants

(a) The Developer hereby covenants and agrees to repay to the Village any and all sums paid by the Village to the Developer pursuant to this Agreement in the event the Developer ceases to operate its business at the Subject Property at any time during the term of this Agreement; provided, however, the amount due to the Village shall be reduced by one-seventh (1/7) of the total for every twelve (12) months of operation at the Subject Property.

(b) The Developer covenants and agrees to promptly pay, when due, any and all fees, charges, taxes and any other financial obligation the Developer owes to the Village throughout the term of this Agreement.

Section 17. 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 God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 18. Amendment

This Agreement, and any exhibits attached to this Agreement, may be amended, only in writing, signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 19. Counterparts

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

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

Village of East Dundee, an Illinois municipal corporation

By: _____
President

Attest:

Village Clerk

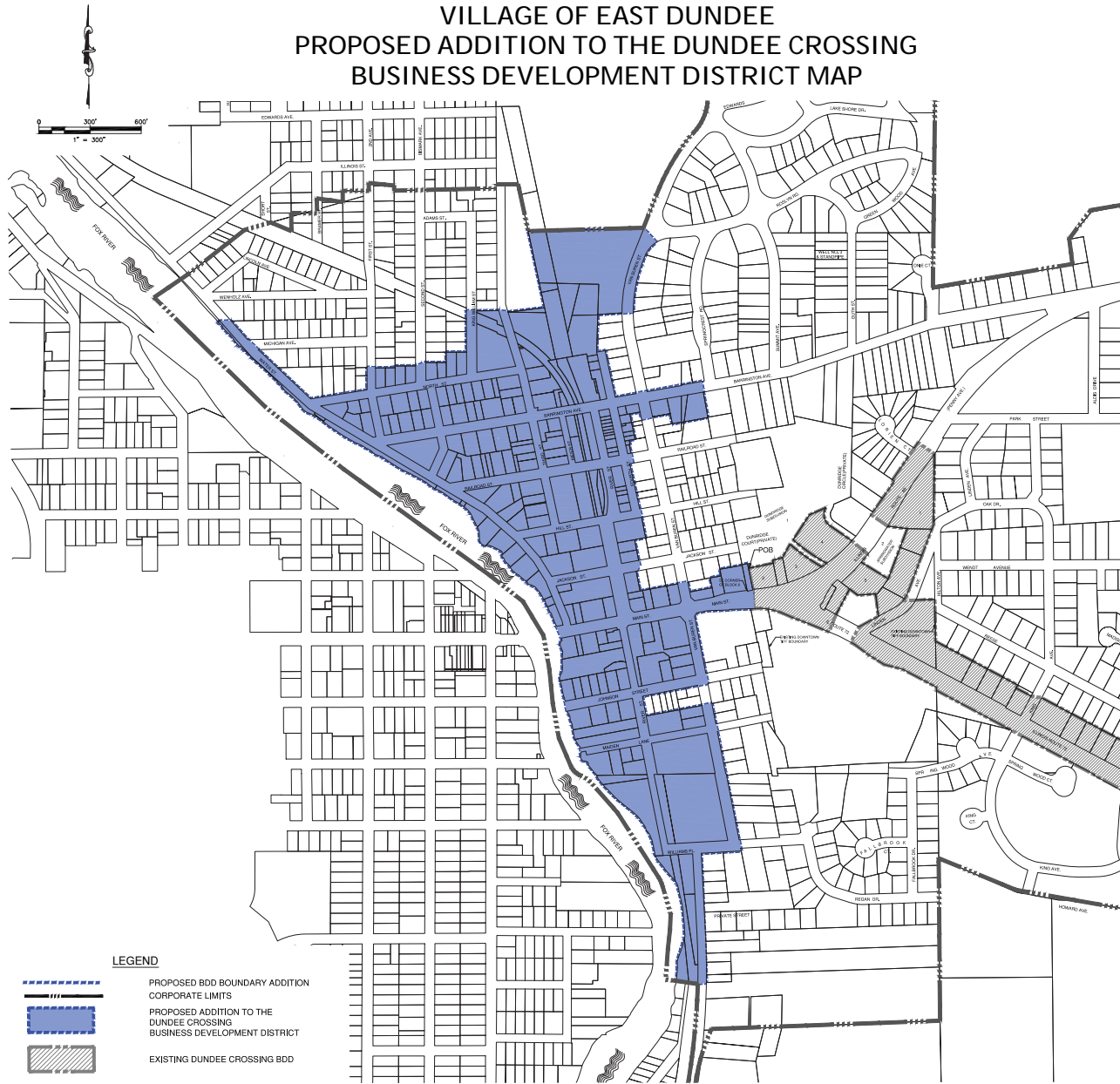
The Anvil Club

Its President

Exhibit A

Depiction of the Route 25 Business District

VILLAGE OF EAST DUNDEE PROPOSED ADDITION TO THE DUNDEE CROSSING BUSINESS DEVELOPMENT DISTRICT MAP



LEGAL DESCRIPTION FOR THE DOWNTOWN ADDITION TO THE DUNDEE CROSSING BDD:

THAT PART OF THE EAST HALF OF SECTION 22, THE WEST HALF OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST, THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 IN DUNDEE SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RECORDED AS DOCUMENT NO. 890688; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHERLY PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 72 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 72; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 72 TO THE WESTERN LINE OF LOT 1 IN BLOCK 1 OF THE ORIGINAL TOWN OF EAST DUNDEE; THENCE WESTERLY ALONG THE WESTERN LINES OF LOTS 6, 4, AND 19 IN SAID BLOCK 1 TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE SOUTHERLY TO THE NORTHWEST CORNER OF LOT 3 IN BLOCK 1; OF THE ORIGINAL TOWN OF EAST DUNDEE; THENCE WESTERLY TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF THE ORIGINAL TOWN OF EAST DUNDEE; THENCE WESTERLY ALONG THE WESTERN LINES OF LOTS 1 THROUGH 11 IN SAID BLOCK 1; TO THE NORTHWEST CORNER OF LOT 3 IN SAID BLOCK 1; THENCE WESTERLY ALONG THE WESTERN LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 4 THROUGH 19 IN SAID BLOCK 1 TO THE NORTHWEST CORNER OF LOT 1 IN SAID BLOCK 1; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 12 OF THE ORIGINAL TOWN OF EAST DUNDEE, ALSO BEING A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAN BERNARD; THENCE WESTERLY ALONG SAID EASTERN RIGHT OF WAY LINE TO A POINT THAT INTERSECTS WITH THE SOUTHERLY RIGHT OF WAY LINE OF WILLIAMS PLACE, BEING DOCUMENT NO. 890688; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WILLIAMS PLACE TO A POINT OF INTERSECTION WITH THE EASTERN RIGHT OF WAY LINE OF ELGIN AVENUE; THENCE SOUTHERLY ALONG SAID EASTERN RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED TO EDWARD WOLAWER BY DEED DATED MARCH 1, 1974, AND RECORDED MAY 11, 1980 AS DOCUMENT 1146 IN BOOK 318; THENCE WESTERLY TO THE NORTHWEST CORNER OF LOT 1 OF TRACT 5; THENCE WESTERLY ALONG SAID NORTHWEST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; ALSO BEING A POINT ON THE EAST BANK OF THE FOX RIVER; THENCE WESTERLY ALONG THE EAST BANK OF THE FOX RIVER TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF FRED ROCKE; A ADDITION TO EAST DUNDEE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RECORDED AS DOCUMENT NO. 3066 IN PLAT BOOK 76; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF SAID FRED ROCKE'S ADDITION TO EAST DUNDEE; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERN LINE OF SAID BLOCK 1 TO THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 1; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF LOTS 1 AND 2 IN SAID BLOCK 1; AND EXTENSION THEREOF TO THE WESTERN RIGHT OF WAY LINE OF FIRST STREET; THENCE WESTERLY ALONG SAID WESTERN RIGHT OF WAY LINE TO A POINT THAT IS ON SAID WESTERN RIGHT OF WAY LINE AND 125 FEET SOUTHERLY OF SAID WESTERN RIGHT OF WAY LINE OF NORTH STREET AND THE SAID EASTERN RIGHT OF WAY LINE; THENCE EASTERLY PERPENDICULAR TO THE FIRST STREET RIGHT OF WAY LINE TO A POINT ON THE WESTERN LINE OF LOT 1 IN BLOCK 1 OF EATON WALKERS; A ADDITION TO EAST DUNDEE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SAID SECTION 26, AND PART OF THE WEST HALF OF SAID SECTION 23, RECORDED AS PLAT BOOK 8, PAGE NO. 31; THENCE WESTERLY ALONG SAID WESTERN LINE OF SAID LOT 1 TO A POINT 20 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG SAID LINE PARALLEL WITH AND 20 FEET SOUTHERLY OF THE WESTERN LINE OF LOTS 1 AND 2 IN SAID BLOCK 1 TO A POINT ON THE EASTERN LINE OF SAID LOTS 1 AND 2; THENCE NORTHWESTERLY TO A POINT THAT IS ON THE WESTERN LINE OF LOT 1 IN BLOCK 2 OF SAID EATON WALKERS' SUBDIVISION, AND 40 FEET WESTERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG SAID LINE PARALLEL WITH AND 40 FEET SOUTHERLY OF THE WESTERN LINE OF LOTS 1 AND 2 IN SAID BLOCK 1 TO A POINT ON THE WESTERN LINE OF LOT 27 IN SAID BLOCK 2; THENCE WESTERLY ALONG THE WESTERN LINE OF SAID LOT 27 TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 28 AND 29 IN SAID BLOCK 2; TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WESTERLY ALONG THE EASTERN LINES OF LOTS 28 THROUGH 29 IN SAID BLOCK 2; TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 2 IN BLOCK 3 OF SAID EATON WALKERS; A ADDITION TO EAST DUNDEE; THENCE EASTERLY ALONG SAID LINE TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 2 IN ALFRED EDWARDS' SUBDIVISION OF LOTS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST AND NORTHWEST QUARTERS OF SAID SECTION 23, RECORDED AS PLAT BOOK 8, PAGE NO. 18; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHWESTERLY ALONG EASTERLY LINE OF SAID ALFRED EDWARDS' SUBDIVISION OF LOTS TO THE NORTHWEST CORNER OF LOT 5 IN SAID ALFRED EDWARDS' SUBDIVISION OF LOTS, ALSO BEING A POINT ON THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE VILLAGE OF EAST DUNDEE AS LOCATED ON JULY 1, 1983; THENCE EASTERLY ALONG SAID CORPORATE LIMITS TO A POINT OF INTERSECTION WITH SAID CORPORATE LIMITS AND THE WESTERN RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE SOUTHERLY PERPENDICULAR TO THE NORTHWESTERN LINE OF LOT 15 IN BLOCK 2 OF LAKEWOOD LODGE ESTATES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SAID SECTION 23, RECORDED AS DOCUMENT NO. 3055 IN PLAT BOOK 26, PAGE NO. 13 TO A POINT ON SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE WESTERN LINE OF SAID BLOCK 2 TO A POINT OF INTERSECTION WITH THE EASTERN EXTENSION OF THE NORTHERLY LINE OF LOTS 8 IN BLOCK 2 OF SAID LAKEWOOD LODGE ESTATES; THENCE WESTERLY ALONG SAID EASTERN EXTENSION OF THE NORTHERLY LINE OF SAID LOTS 8, TO THE NORTHWEST CORNER OF SAID LOTS 8; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 8 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WESTERN LINES OF LOTS 4, 4, 3 AND 2 IN SAID BLOCK 2; TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID BLOCK 2; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; ALSO BEING THE SAME POINT AS THE NORTHWEST CORNER OF LOT 9 IN BLOCK 10 OF EDWARDS' ADDITION TO DUNDEE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND PART OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RECORDED AS PLAT BOOK 45, PAGE NO. 4; THENCE CONTINUING SOUTHERLY ALONG THE WESTERN LINE OF SAID BLOCK 10; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1; TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 12 OF SAID EDWARDS' ADDITION TO DUNDEE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; ALSO BEING THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 21 OF SAID LAKEWOOD LODGE ESTATES; THENCE CONTINUING EASTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK 10 TO A POINT OF INTERSECTION WITH THE SAID EDWARDS' ADDITION AND THE NORTHERLY EXTENSION OF THE EASTERN LINE OF LANDS CONVEYED TO BENJAMIN CADY BY DEED DATED DECEMBER 14, 1898 AND RECORDED MAY 20, 1899 IN BOOK 97 OF PLATS, PAGE NO. 66; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE NORTHWEST CORNER OF SAID LANDS CONVEYED TO BENJAMIN CADY; THENCE SOUTHERLY ALONG THE EASTERN LINE OF SAID LANDS CONVEYED TO BENJAMIN CADY TO THE SOUTHWEST CORNER OF SAID LANDS CONVEYED TO BENJAMIN CADY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED TO BENJAMIN CADY TO THE SOUTHWEST CORNER OF SAID LANDS CONVEYED TO BENJAMIN CADY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO A POINT 105 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID LINE PARALLEL WITH AND 105 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 4 FOR A DISTANCE OF 50 FEET; THENCE WESTERLY ALONG SAID LINE PARALLEL WITH AND 105 FEET EASTERLY OF THE WESTERN LINE OF SAID LOT 4 TO A POINT ON THE WESTERN LINE OF SAID LOT 4; THENCE SOUTHWESTERLY TO THE SOUTH EAST CORNER OF LOT 8 IN BLOCK 11 OF SAID EDWARDS' ADDITION TO DUNDEE; THENCE WESTERLY ALONG THE EASTERN LINE OF SAID BLOCK 11; TO THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 11; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO A POINT ON SAID NORTHERLY LINE WHICH IS 80 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTHERLY PARALLEL WITH AND 80 FEET EASTERLY OF THE WESTERN LINE OF SAID BLOCK 11 TO A POINT ON THE NORTHERLY LINE OF LOT 3 IN SAID BLOCK 11; THENCE WESTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT WHICH IS 50 FEET EASTERLY OF THE WESTERN LINE OF SAID BLOCK 11; THENCE WESTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT WHICH IS 50 FEET EASTERLY OF THE WESTERN LINE OF SAID BLOCK 11; THENCE SOUTHERLY PARALLEL WITH AND 50 FEET EASTERLY OF THE WESTERN LINE OF SAID BLOCK 11 TO A POINT OF INTERSECTION WITH THE WESTERN LINE OF SAID BLOCK 11; THENCE CONTINUING SOUTHERLY ALONG THE EXTENSION OF THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF LOT 11 IN BLOCK 12 OF SAID EDWARDS' ADDITION TO DUNDEE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTHERLY ALONG SAID CORNER OF SAID LOT 11 IN SAID BLOCK 11; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 2 IN BLOCK 2 OF THE ORIGINAL TOWN OF EAST DUNDEE; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID LOT 2; ALSO BEING THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK 2; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 4 TO A POINT ON THE NORTHERLY LINE OF LOT 4 IN BLOCK 2 OF SAID ORIGINAL TOWN OF EAST DUNDEE; AND BEING 27 FEET WESTERLY OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG SAID LINE PARALLEL WITH AND 27 FEET WEST OF THE EASTERN LINE OF SAID LOT 4 TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF LOTS 4 THROUGH 11 IN SAID BLOCK 5; TO THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 5; THENCE CONTINUING SOUTHERLY TO THE NORTHWEST CORNER OF SAID LOT 8 IN BLOCK 6 OF THE ORIGINAL TOWN OF EAST DUNDEE; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; ALSO BEING THE SOUTHWEST CORNER OF LOT 8 IN SAID BLOCK 4; THENCE WESTERLY ALONG THE WESTERN LINE OF SAID LOT 8 TO A DISTANCE OF ONE THIRD OF THE WESTERN LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID LINE PARALLEL WITH AND A DISTANCE OF ONE THIRD OF THE WESTERN LINE OF SAID LOT 2 EXTENDING EASTERLY TO A POINT ON THE EASTERN LINE OF LOT 1 IN SAID BLOCK 1; ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID DUNDEE SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 1 OF SAID DUNDEE SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERN LINE OF LOT 2 OF SAID DUNDEE SUBDIVISION; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 1; TO THE PLACE OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

GERALD L. HEINZ & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
206 NORTH RIVER STREET
EAST DUNDEE, ILLINOIS 60118

PROPOSED ADDITION TO THE
DUNDEE CROSSING
BUSINESS DEVELOPMENT DISTRICT MAP

VILLAGE OF EAST DUNDEE

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

DATE:	02/28/2013
JOB NO.:	ED-1968
SCALE:	1" = 300'
SHEET:	1 OF 1

Exhibit B

Legal Description of Subject Property

309 Meier Street, East Dundee, IL 60118

PIN # 03-23-308-005

Exhibit C

Redevelopment Project Costs

Roofs	HVAC	Window	Siding	Support	Electrical	Flooring	Carpentry	Plumbing
\$53,330	\$21,000	\$37,310	\$97,071	\$24,148	\$37,496			
\$93,000		\$48,000	\$109,000	\$20,000			\$40,000	
	\$65,000			\$30,000	\$80,000	\$40,000	\$110,000	\$20,000
\$146,330	\$86,000	\$85,310	\$206,071	\$74,148	\$117,496	\$40,000	\$150,000	\$20,000

Exhibit D
REQUEST FOR REIMBURSEMENT

[Date]

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

Re: Redevelopment Agreement dated _____, by and between the Village of East Dundee, Illinois, and The Anvil Club (the “Developer”)

Dear Sir:

You are requested to reimburse the Developer described above in the amount of \$_____ for the purpose(s) set forth in this Request for Reimbursement.

1. The amount of \$_____ requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developers for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
2. The undersigned certifies that:
 - (i) the amounts included in 1 above were made or incurred in accordance with the construction contracts, and building permits heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Redevelopment Project Costs Exhibit C described in the Redevelopment Agreement, have not been included in any previous Request for Reimbursement;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$416,000.00;
 - (vi) the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement.
3. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic’s Lien Waivers covering all items for which reimbursement is being requested, on which it has been noted all Redevelopment Project Costs heretofore reimbursed to the Developer.

The Anvil Club
Date: _____

By: _____

Approved: Village of East Dundee,
an Illinois municipal corporation

Date: _____

By: _____

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS AMENDING THE NUMBER AND ALLOWING VIDEO GAMING FOR CLASS E-2 AND B-4 LIQUOR LICENSES AND AMENDING THE REGULATIONS FOR CLASS H LIQUOR LICENSES

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

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

WHEREAS, the Village hereby adopts this ordinance pursuant to the Liquor Control Act and its home rule authority.

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

Section 1: That the Code of the Village of East Dundee, as amended, be and is hereby amended by adding to the list of authorized licenses in Section 116.05(B) the following:

Classification	Number Permitted
E-2	3
B-4	5

Section 2: That the Code of the Village of East Dundee, as amended, be and is hereby amended by deleting Sections 116.05(A)(5)(b)8 and 116.05(A)(7)(b)8.

Section 3: That the Code of the Village of East Dundee, as amended, be and is hereby amended by amending subsection (16) to Section 116.05(A) to read as follows:

“(16) *Class H; Entertainment Venue.* A commercial establishment with a maximum permitted occupancy of 500 or more people, which regularly devotes 25% or more of its total entertainment area to indoor and/or outdoor activities, including competitive contests, dance floors, live performance areas, live entertainment, disc jockey areas, or athletic events, and which serves alcoholic beverages to the patrons for consumption on the premises. The entertainment venue also includes establishments used primarily for serving alcoholic beverages for patrons to consume on the premises, where the sale of prepared food, if any, is accessory to the primary use; and where entertainment opportunities such as live or prerecorded music, dancing or other entertainment is provided. Alcoholic beverages shall

only be dispensed and consumed within specifically controlled areas within the confines of the premises, as approved in writing by the Liquor Commissioner, or his designee, and posted near the main entrance to the premises. It shall be unlawful for any person to conduct, maintain or operate or engage in the business of conducting, maintaining or operating an entertainment venue without a valid entertainment venue liquor license pursuant to this chapter.”

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2013 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2013.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2013

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
AL PIEMONTE CHEVROLET					
	Invoice: CVCS158929		11/25/13	12/02/13	\$558.61
		01-21-5120 34, REPLACED LF C	\$558.61		
Vendor Total for: AL PIEMONTE CHEVROLET		(Fiscal YTD Payments: \$1,697.05)			\$558.61
ALLEGRA PRINT & IMAGING					
	Invoice: 50715		11/20/13	12/02/13	\$46.00
		01-16-5630 CARDS FOR KAREN B	\$46.00		
Vendor Total for: ALLEGRA PRINT & IMAGING		(Fiscal YTD Payments: \$595.38)			\$46.00
ALLIANCE CONCRETE SAWING & DRILLING					
	Invoice: 9905		11/15/13	12/02/13	\$475.00
		60-33-5140 sawing 441 baring	\$475.00		
	Invoice: 9906		11/15/13	12/02/13	\$504.00
		60-33-5140 slab sawing rt72	\$504.00		
Vendor Total for: ALLIANCE CONCRETE SAWING & DRILLING		(Fiscal YTD Payments: \$575.00)			\$979.00
ASSOCIATED TECHNICAL SERVICES, LTD					
	Invoice: 24124		11/11/13	12/02/13	\$605.00
		60-33-5140 LEAK LOCATION SER	\$500.00		
		60-33-5140 MILAGE CHARGE	\$105.00		
Vendor Total for: ASSOCIATED TECHNICAL SERVICES, LTD		(Fiscal YTD Payments: \$1,203.00)			\$605.00
AT&T					
	Invoice: 12/02/13		12/02/13	12/02/13	\$894.09
		01-39-5530 GENERAL FUND	\$894.09		
Vendor Total for: AT&T		(Fiscal YTD Payments: \$6,553.04)			\$894.09
BEVERLY MATERIALS INC.					
	Invoice: 189530		11/09/13	12/02/13	\$10.00
		60-33-5140 CLEAN CONCRETE AS	\$10.00		
	Invoice: 189532		11/09/13	12/02/13	\$573.84
		60-33-5140 GRADE # 9 PUBLIC	\$573.84		
Vendor Total for: BEVERLY MATERIALS INC.		(Fiscal YTD Payments: \$2,174.62)			\$583.84

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
BUILDING & CODE CONSULTANTS INCORP.					
	Invoice: 13-1130		11/20/13	12/02/13	\$8,500.00
		01-25-5290 PROFES. SERV. FOR	\$2,550.00		
		60-33-5290 PROFES. SERV. FOR	\$1,275.00		
		61-34-5290 PROFES. SERV. FOR	\$1,275.00		
		01-31-5290 PROFES. SERV. FOR	\$1,275.00		
		35-01-5290 PROFES. SERV. FOR	\$1,487.50		
		36-01-5290 PROFES. SERV. FOR	\$212.50		
		38-01-5290 PROFES. SERV. FOR	\$212.50		
		39-01-5290 PROFES. SERV. FOR	\$212.50		
Vendor Total for: BUILDING & CODE CONSULTANTS INCORP.			(Fiscal YTD Payments: \$51,000.00)		\$8,500.00
C & L RENTALS, SALES & SERVICE INC.					
	Invoice: 75040		11/13/13	12/02/13	\$159.05
		60-33-5140 LIGHT TOWER	\$159.05		
	Invoice: 75054		11/13/13	12/02/13	\$95.57
		60-33-5140 DRILL BIT SPLINE	\$95.57		
Vendor Total for: C & L RENTALS, SALES & SERVICE INC.			(Fiscal YTD Payments: \$7,739.60)		\$254.62
C.O.P.S. TESTING SERVICE					
	Invoice: 102711		10/29/13	12/02/13	\$1,827.32
		01-16-5290 POLICE OFFICER TE	\$1,827.32		
Vendor Total for: C.O.P.S. TESTING SERVICE			(Fiscal YTD Payments: \$.00)		\$1,827.32
CARDMEMBER SERVICES					
	Invoice: 10/18/13		10/18/13	12/02/13	\$28.02
		01-21-5420 MEAL - TM	\$28.02		
	Invoice: 10/18/13A		10/18/13	12/02/13	\$12.00
		01-21-5420 MEAL	\$12.00		
	Invoice: 10/18/13B		10/18/13	12/02/13	\$1,149.25
		01-21-5420 LODGING WHILE AT	\$1,149.25		
	Invoice: 10/19/13		10/19/13	12/02/13	\$20.38
		01-21-5420 MEAL T.M.	\$20.38		
	Invoice: 10/19/13A		10/19/13	12/02/13	\$11.72
		01-21-5420 MEAL T.M	\$11.72		
	Invoice: 10/20/13		10/20/13	12/02/13	\$16.50
		01-21-5420 MEAL - T.M.	\$16.50		
	Invoice: 10/21/13		10/21/13	12/02/13	\$30.32
		01-21-5420 MEAL - T.M.	\$30.32		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
(CARDMEMBER SERVICES Cont'd)					
	Invoice: 10/22/13	01-21-5420 MEAL - T.M.	10/22/13 \$3.15	12/02/13	\$3.15
	Invoice: 10/22/13A	01-21-5420 MEAL- T.M.	10/22/13 \$26.14	12/02/13	\$26.14
	Invoice: 10/23/13	01-21-5420 MEAL - T.M.	10/23/13 \$3.22	12/02/13	\$3.22
	Invoice: 10/23/13A	01-21-5420 MEAL- T.M.	10/23/13 \$12.00	12/02/13	\$12.00
	Invoice: 10/23/13B	01-21-5420 PARKING WHILE AT	10/23/13 \$90.00	12/02/13	\$90.00
	Invoice: 10/24/13	01-21-5080 SWEATER ABD 2 SHI	10/24/13 \$54.00	12/02/13	\$54.00
	Invoice: 10/30/13	01-21-5630 CELL 1 DUPLICATE	10/30/13 \$2.29	12/02/13	\$2.29
	Invoice: 10023	01-21-5080 BATTON & HOLSTER	10/29/13 \$171.65	12/02/13	\$171.65
	Invoice: 11/09/13	01-21-5630 8G MEMORY CARD FO	11/09/13 \$40.88	12/02/13	\$40.88
	Invoice: 11/5/13	01-21-5410 DUES AND MEMBERSH	11/05/13 \$210.00	12/02/13	\$210.00
	Invoice: 1283	32-12-5942 ADC 23" WIDE SCRE 32-12-5942 EPSON WF PRO 4530	10/25/13 \$149.99 \$189.99	12/02/13	\$339.98
	Invoice: 4656	01-12-5420 IPASS AUTO REPLEN	11/01/13 \$40.00	12/02/13	\$40.00
Vendor Total for: CARDMEMBER SERVICES			(Fiscal YTD Payments: \$34,172.63)		\$2,261.50
CARGILL INCORPORATED - SALT DIVISION					
	Invoice: 29011386280	60-33-5650 ROCK INDUST BULK	11/08/13 \$2,266.00	12/02/13	\$2,266.00
Vendor Total for: CARGILL INCORPORATED - SALT DIVISION			(Fiscal YTD Payments: \$35,982.61)		\$2,266.00
CHICAGO AREA REALTIME REPORTERS					
	Invoice: 88135	01-16-5290 COURT REPORTER AT	11/15/13 \$175.00	12/02/13	\$175.00
Vendor Total for: CHICAGO AREA REALTIME REPORTERS			(Fiscal YTD Payments: \$.00)		\$175.00
COLUMBIA PIPE & SUPPLY CO					
	Invoice: 1168170		11/07/13	12/02/13	\$7.61

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		60-33-5110 PVC	\$7.61		
Vendor Total for: COLUMBIA PIPE & SUPPLY CO		(Fiscal YTD Payments: \$376.49)			\$7.61
COM ED					
	Invoice: 10/02/13	01-35-5510 GENERAL VILLAGE E	12/02/13 \$1,905.84	12/02/13	\$2,199.16
		01-01-1123 JOCKEY CLUB- RECE	\$212.75		
		61-34-5510 SEWER DEPT ELECTR	\$80.57		
Vendor Total for: COM ED		(Fiscal YTD Payments: \$20,687.32)			\$2,199.16
CONSTELLATION NEW ENERGY					
	Invoice: 12/02/13	60-33-5510 WATER DEPT ELECTR	12/02/13 \$377.35	12/02/13	\$6,677.37
		61-34-5510 SEWER DEPT ELECTR	\$6,300.02		
Vendor Total for: CONSTELLATION NEW ENERGY		(Fiscal YTD Payments: \$13,958.29)			\$6,677.37
DUNDEE LANDSCAPE NURSERY					
	Invoice: 9/9/2013	38-01-5290 RT 72 OLD FORD DE	09/09/13 \$9,545.00	12/02/13	\$9,545.00
Vendor Total for: DUNDEE LANDSCAPE NURSERY		(Fiscal YTD Payments: \$12,593.59)			\$9,545.00
DUNDEE NAPA AUTO PARTS					
	Invoice: 171063	61-34-5120 OIL ABSORBANT	11/08/13 \$9.00	12/02/13	\$50.84
		60-33-5120 5 GAL HYDRAULIC O	\$41.84		
	Invoice: 171856	60-33-5120 MARKER AND CLEARA	11/18/13 \$9.72	12/02/13	\$12.35
		60-33-5120 1157 TAILLIGHT BU	\$2.63		
Vendor Total for: DUNDEE NAPA AUTO PARTS		(Fiscal YTD Payments: \$632.57)			\$63.19
EAST DUNDEE, PETTY CASH - POLICE					
	Invoice: 10/22/13	01-21-5630 SUPER GLUE - A.R.	10/22/13 \$6.13	12/02/13	\$6.13
	Invoice: 10/22/2013	01-21-5610 COFFEE (2) & PLAT	10/22/13 \$20.82	12/02/13	\$20.82
	Invoice: 11/12/13	01-21-5420 MEALS WHILE AT CO	11/12/13 \$34.53	12/02/13	\$34.53

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
(EAST DUNDEE, PETTY CASH - POLICE Cont'd)					
	Invoice: 11/21/13	01-21-5420 MEALS WHILE AT ME	11/21/13 \$15.00	12/02/13	\$15.00
	Invoice: 11/9/13	01-21-5080 JACKET A.V.	11/09/13 \$29.98	12/02/13	\$29.98
Vendor Total for: EAST DUNDEE, PETTY CASH - POLICE			(Fiscal YTD Payments: \$211.11)		\$106.46
EAST DUNDEE, PETTY CASH - VH					
	Invoice: 10/15/13	01-31-5430 RENEW CDL LICENCE	10/15/13 \$60.00	12/02/13	\$60.00
	Invoice: 11/14/13	01-12-5630 KNIVES AND FORKS	11/14/13 \$21.53	12/02/13	\$21.53
	Invoice: 11/20/13	01-37-5580 WRAPPING PAPER FO	11/20/13 \$22.61	12/02/13	\$22.61
	Invoice: 1218	61-34-5420 REG. FEE FOR N.E.	10/21/13 \$35.00	12/02/13	\$35.00
	Invoice: 32740	61-34-5410 MEETING TRAINING	10/17/13 \$20.00	12/02/13	\$20.00
	Invoice: 9016	61-34-5130 CUSTOM VALVE KEY	10/30/13 \$70.00	12/02/13	\$70.00
	Invoice: 9022	61-34-5130 WELDING REPAIR ON	11/04/13 \$20.00	12/02/13	\$20.00
Vendor Total for: EAST DUNDEE, PETTY CASH - VH			(Fiscal YTD Payments: \$503.89)		\$249.14
ELGIN KEY & LOCK CO. INC.					
	Invoice: 84042	01-16-5290 BROKEN LOCK INSPE	11/20/13 \$82.00	12/02/13	\$82.00
Vendor Total for: ELGIN KEY & LOCK CO. INC.			(Fiscal YTD Payments: \$450.12)		\$82.00
FISCHER BROS CONSTRUCTION CO INC					
	Invoice: A-920	01-31-5190 YARDS PULVERIZED	10/24/13 \$360.00	12/02/13	\$360.00
Vendor Total for: FISCHER BROS CONSTRUCTION CO INC			(Fiscal YTD Payments: \$1,512.00)		\$360.00
FLOLO CORPORATION					
	Invoice: quote	61-34-5130 planned rebuild o	10/31/13 \$2,038.00	12/02/13	\$2,038.00
Vendor Total for: FLOLO CORPORATION			(Fiscal YTD Payments: \$2,880.94)		\$2,038.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
FOX RIVER WATER RECLAMATION DISTRICT					
	Invoice: 2495	61-34-5290 LAB ANALYSIS FOR	11/18/13 \$1,000.00	12/02/13	\$1,000.00
Vendor Total for: FOX RIVER WATER RECLAMATION DISTRICT			(Fiscal YTD Payments: \$4,940.00)		\$1,000.00
GRAINGER, INC.					
	Invoice: 9290496927	61-34-5110 HEAVY DUTY PVC CE	11/08/13 \$36.03	12/02/13	\$36.03
	Invoice: 9293742665	61-34-5130 PRIMER	11/13/13 \$13.82	12/02/13	\$13.82
	Invoice: 9293742673	61-34-5130 HEAVY DUTY CEMENT	11/13/13 \$17.33	12/02/13	\$17.33
	Invoice: 9295208335	61-34-5130 PRIMER	11/14/13 \$13.82	12/02/13	\$13.82
	Invoice: 9295208343	61-34-5130 LAMP REPLACEMENTS	11/14/13 \$48.39	12/02/13	\$48.39
	Invoice: 9296801229	61-34-5110 ELECTRICAL TAPE	11/15/13 \$13.20	12/02/13	\$13.20
Vendor Total for: GRAINGER, INC.			(Fiscal YTD Payments: \$4,098.90)		\$142.59
HAWKINS, INC.					
	Invoice: 3533780	60-33-5650 UNIT ECH FREIGHT	11/08/13 \$236.20	12/02/13	\$236.20
Vendor Total for: HAWKINS, INC.			(Fiscal YTD Payments: \$4,750.79)		\$236.20
HOLT, KATHERINE					
	Invoice: 11/21/13	01-12-5420 DEED LEGISLATION	11/21/13 \$23.02	12/02/13	\$23.02
Vendor Total for: HOLT, KATHERINE			(Fiscal YTD Payments: \$188.57)		\$23.02
IML MANAGEMENT ASSOCIATION					
	Invoice: 00230066-IN	01-14-5330 AD FOR RFP FOR HE	10/28/13 \$30.00	12/02/13	\$30.00
Vendor Total for: IML MANAGEMENT ASSOCIATION			(Fiscal YTD Payments: \$162,103.42)		\$30.00
KADLEC ELECTRIC, INC.					
	Invoice: 30196		11/05/13	12/02/13	\$392.05

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		61-34-5290 INSTALL AND START	\$262.50		
		61-34-5290 PARTS	\$104.55		
		61-34-5290 TRAVEL	\$25.00		
Vendor Total for: KADLEC ELECTRIC, INC.		(Fiscal YTD Payments: \$1,095.55)			\$392.05
KALE UNIFORMS					
	Invoice: I8024852	01-21-5080 TROUSERS, SHIRTS	10/25/13 \$282.00	12/02/13	\$282.00
	Invoice: I8028066	01-21-5080 UNIFORM SHIRTS T.	11/13/13 \$130.00	12/02/13	\$130.00
	Invoice: I8028273	01-21-5080 UNIFORM BOOTS T.M	11/13/13 \$104.25	12/02/13	\$104.25
	Invoice: I8028274	01-21-5080 UNIFORM SHIRT T.M	11/13/13 \$45.99	12/02/13	\$45.99
	Invoice: I8028520	01-21-5080 UNIFORM JACKET T.	11/14/13 \$289.99	12/02/13	\$289.99
Vendor Total for: KALE UNIFORMS		(Fiscal YTD Payments: \$273.49)			\$852.23
LEE JENSEN SALES CO.,INC.					
	Invoice: 133039	01-31-5530 street plates	11/08/13 \$300.00	12/02/13	\$300.00
Vendor Total for: LEE JENSEN SALES CO.,INC.		(Fiscal YTD Payments: \$445.50)			\$300.00
MCDONALD'S CORPORATION					
	Invoice: 9/15/13	01-21-5630 INMATE MEALS FOR	09/15/13 \$12.43	12/02/13	\$12.43
Vendor Total for: MCDONALD'S CORPORATION		(Fiscal YTD Payments: \$28.42)			\$12.43
MICHAEL PAUL PLUMBING INC.					
	Invoice: QUOTE	61-34-5130	11/05/13 \$2,000.00	12/02/13	\$2,000.00
Vendor Total for: MICHAEL PAUL PLUMBING INC.		(Fiscal YTD Payments: \$9,854.00)			\$2,000.00
N.W.B.O.C.A.					
	Invoice: 7/6/1905	01-25-5410 2014 ANNUAL MEMBE	11/18/13 \$100.00	12/02/13	\$100.00
Vendor Total for: N.W.B.O.C.A.		(Fiscal YTD Payments: \$.00)			\$100.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
NICOR GAS					
	Invoice: 12/02/13		12/02/13	12/02/13	\$1,310.28
		01-35-5510 GENERAL VILLAGE G	\$230.30		
		60-33-5510 WATER DEPT. GAS	\$492.03		
		61-34-5510 SEWER DEPT GAS	\$587.95		
Vendor Total for: NICOR GAS			(Fiscal YTD Payments: \$4,632.55)		\$1,310.28
ORANGE CRUSH					
	Invoice: 450504		11/13/13	12/02/13	\$411.06
		01-31-5150 MOD SURFACE	\$411.06		
Vendor Total for: ORANGE CRUSH			(Fiscal YTD Payments: \$542.00)		\$411.06
PATTEN INDUSTRIES, INC.					
	Invoice: r9293401		11/13/13	12/02/13	\$1,860.00
		01-31-5530 rental on drum ro	\$1,860.00		
Vendor Total for: PATTEN INDUSTRIES, INC.			(Fiscal YTD Payments: \$794.85)		\$1,860.00
PRAIRIE MATERIAL					
	Invoice: 885293415		11/13/13	12/02/13	\$1,140.98
		60-33-5140 ENVIRONMENTAL WIN	\$1,140.98		
Vendor Total for: PRAIRIE MATERIAL			(Fiscal YTD Payments: \$.00)		\$1,140.98
PRINCIPAL FINANCIAL GROUP					
	Invoice: 12/02/13		12/02/13	12/02/13	\$2,714.14
		01-12-5060 ADMINISTRATION	\$192.65		
		01-14-5060 FINANCE	\$63.56		
		01-21-5060 POLICE	\$1,333.84		
		01-25-5060 BUILDING	\$63.04		
		01-31-5060 STREETS	\$220.66		
		35-01-5060 PRARIE LAKES TIF	\$4.95		
		01-16-5060 BOARDS & COMMISSI	\$50.15		
		38-01-5060 DUNDEE CROSSINGS	\$48.35		
		39-01-5060 DOWNTOWN TIF	\$4.95		
		60-33-5060 WATER FUND	\$226.58		
		61-34-5060 SEWER FUND	\$338.56		
		33-01-5060 DUNDEE GATEWAY	\$3.02		
		34-01-5060 DOWNTOWN & DUNDEE	\$34.79		
		42-01-5060 RT 68 WEST	\$3.02		

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		46-01-5060 RT 25 TIF	\$3.02		
		36-01-5060 CHRISTINA DRIVE	\$4.95		
		47-01-5060 NORTH COOK COUNTY	\$3.02		
		01-36-5060 STORMWATER	\$115.03		
Vendor Total for: PRINCIPAL FINANCIAL GROUP		(Fiscal YTD Payments: \$21,019.53)			\$2,714.14
SECRETARY OF STATE					
	Invoice: 11/21/13		11/21/13	12/02/13	\$190.00
		32-21-5942 TITLE FOR SQUADS	\$190.00		
Vendor Total for: SECRETARY OF STATE		(Fiscal YTD Payments: \$240.00)			\$190.00
SHERWIN WILLIAMS					
	Invoice: 5957-8		11/12/13	12/02/13	\$83.67
		01-35-5110 PAINT	\$83.67		
Vendor Total for: SHERWIN WILLIAMS		(Fiscal YTD Payments: \$7,009.03)			\$83.67
STAN'S OFFICE MACHINES, INC.					
	Invoice: 301731		11/11/13	12/02/13	\$175.41
		01-12-5610 PAGE METER USEAGE	\$175.41		
	Invoice: 301732		11/11/13	12/02/13	\$116.00
		01-12-5610 PRINTER SERVICE A	\$116.00		
Vendor Total for: STAN'S OFFICE MACHINES, INC.		(Fiscal YTD Payments: \$2,791.00)			\$291.41
STORINO, RAMELLO & DURKIN					
	Invoice: 62665		10/31/13	12/02/13	\$244.57
		01-21-5230 ADMIN. HEARINGS	\$244.57		
Vendor Total for: STORINO, RAMELLO & DURKIN		(Fiscal YTD Payments: \$5,040.22)			\$244.57
SUBURBAN LABORATORIES, INC.					
	Invoice: 323919		11/20/13	12/02/13	\$411.00
		61-34-5290 SPECIAL CONDITION	\$411.00		
	Invoice: 32694		11/14/13	12/02/13	\$150.00
		61-34-5290 SPECIAL CONDITION	\$150.00		
Vendor Total for: SUBURBAN LABORATORIES, INC.		(Fiscal YTD Payments: \$1,158.00)			\$561.00
SYNAGRO CENTRAL, INC.					
	Invoice: 20-115130		11/05/13	12/02/13	\$1,240.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		61-34-5290 SLUDGE HAULING 80			\$1,240.00
Vendor Total for: SYNAGRO CENTRAL, INC.		(Fiscal YTD Payments: \$6,200.00)			\$1,240.00
ULTRA STROBE COMMUNICATIONS INC.					
	Invoice: 10212	32-21-5942 INSTALL IGNITION	11/21/13 \$74.95	12/02/13	\$74.95
Vendor Total for: ULTRA STROBE COMMUNICATIONS INC.		(Fiscal YTD Payments: \$6,464.00)			\$74.95
UNITED HEALTH CARE					
	Invoice: 12/02/13	01-12-5060 administration	12/02/13	12/02/13	\$33,723.81
		01-14-5060 FINANCE	\$1,557.90		
		01-21-5060 POLICE	\$809.19		
		01-25-5060 BUILDING	\$16,322.03		
		01-31-5060 STREETS	\$861.56		
		35-01-5060 PRARIE LAKES TIF	\$2,864.63		
		01-16-5060 BOARDS & COMMISSI	\$52.03		
		38-01-5060 DUNDEE CROSSING T	\$277.21		
		39-01-5060 DOWNTOWN TIF	\$492.29		
		60-33-5060 WATER FUND	\$52.03		
		61-34-5060 SEWER FUND	\$3,092.02		
		33-01-5060 DUNDEE GATEWAY	\$5,382.33		
		34-01-5060 DOWNTOWN & DUNDEE	\$23.29		
		42-01-5060 RT 68 WEST	\$291.07		
		46-01-5060 RT 25 TIF	\$23.29		
		36-01-5060 CHRISTINA DRIVE	\$23.29		
		47-01-5060 NORTH COOK COUNTY	\$50.03		
		01-36-5060 STORMWATER	\$23.29		
			\$1,526.33		
Vendor Total for: UNITED HEALTH CARE		(Fiscal YTD Payments: \$230,290.30)			\$33,723.81
US BANK/VOYAGER FLEET SYSTEMS, INC.					
	Invoice: 12/02/13	01-21-5620 POLICE	12/02/13	12/02/13	\$5,869.30
		01-31-5620 STREET DEPT	\$2,592.01		
		60-33-5620 WATER DEPT	\$332.69		
		61-34-5620 SEWER DEPT	\$2,134.00		
			\$810.60		
Vendor Total for: US BANK/VOYAGER FLEET SYSTEMS, INC.		(Fiscal YTD Payments: \$37,666.38)			\$5,869.30
VERMEER - ILLINOIS INC.					
	Invoice: r07596		10/30/13	12/02/13	\$1,482.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		60-33-5530 VALUE PKG 2WD REN	\$1,482.00		
Vendor Total for: VERMEER - ILLINOIS INC.		(Fiscal YTD Payments: \$1,482.00)			\$1,482.00
VISION SERVICE PLAN					
	Invoice: 12/02/13		12/02/13	12/02/13	\$77.87
		01-12-5060 ADMINISTRATION	\$2.22		
		01-21-5060 POLICE	\$28.33		
		01-25-5060 BUILDING	\$2.22		
		01-31-5060 STREETS	\$5.88		
		35-01-5060 PRARIE LAKES TIF	\$.11		
		36-01-5060 PALUMBO	\$.11		
		38-01-5060 DUNDEE CROSSINGS	\$.78		
		39-01-5060 DOWNTOWN TIF	\$.11		
		60-33-5060 WATER FUND	\$10.79		
		61-34-5060 SEWER FUND	\$21.96		
		01-36-5060 STORMWATER	\$6.10		
		01-14-5060 FINANCE	-\$74		
Vendor Total for: VISION SERVICE PLAN		(Fiscal YTD Payments: \$2,039.91)			\$77.87
WATER PRODUCTS COMPANY-AURORA					
	Invoice: 244894		11/05/13	12/02/13	\$55.85
		60-33-5935 SOVENT WELD HUB X	\$55.85		
	Invoice: 245024		11/08/13	12/02/13	\$814.38
		60-33-5935 TYTON DUCTILE IRO	\$814.38		
	Invoice: 245162		11/14/13	12/02/13	\$2,330.37
		60-33-5935 MULTILE PIPING	\$2,330.37		
Vendor Total for: WATER PRODUCTS COMPANY-AURORA		(Fiscal YTD Payments: \$4,142.00)			\$3,200.60
WELCH BROTHERS, INC.					
	Invoice: 1465178		11/05/13	12/02/13	\$105.88
		60-33-5140 6X4 DWV ADAPTER A	\$105.88		
	Invoice: 1465557		11/08/13	12/02/13	\$245.37
		60-33-5140 REBAR POLYFOAMSID	\$245.37		
	Invoice: 1465704		11/11/13	12/02/13	\$661.86
		60-33-5140 CAST IRON FRAME M	\$661.86		
	Invoice: 1465705		11/11/13	12/02/13	\$235.00
		60-33-5140 CAST IRON PIPE	\$235.00		
	Invoice: 1466340		11/18/13	12/02/13	\$2,665.60
		60-33-5140 #6 REBAR	\$2,665.60		
	Invoice: 1466341		11/18/13	12/02/13	\$250.00

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		60-33-5140 CURB GRATE	\$250.00		
Vendor Total for: WELCH BROTHERS, INC.		(Fiscal YTD Payments: \$3,370.72)			\$4,163.71
WEST DUNDEE, VILLAGE OF					
	Invoice: 1127				
		61-34-5870 RESERVE CAPACITY	11/15/13 \$24,000.00	12/02/13	\$24,000.00
Vendor Total for: WEST DUNDEE, VILLAGE OF		(Fiscal YTD Payments: \$20,299.08)			\$24,000.00

VILLAGE OF EAST DUNDEE Board Listing
For Meeting Dated 12/02/13

List #28
Amount

GENERAL FUND	\$45,683.91
CAPITAL IMPROVEMENT PROJECTS	\$604.93
DUNDEE GATEWAY BDD	\$26.31
DUNDEE CROSSINGS BDD	\$325.86
PRAIRIE LAKES TIF IMPROVMNT FUND	\$1,544.59
CHRISTINA DRIVE TIF FUND	\$267.59
DUNDEE CROSSINGS TIF FUND	\$10,298.92
DOWNTOWN REDEVELOPMENT TIF	\$269.59
ROUTE 68 WEST TIF FUND	\$26.31
Route 25 TIF Fund	\$26.31
North Cook County TIF	\$26.31
WATER OPERATING FUND	\$22,581.52
SEWER OPERATING FUND	\$46,324.63
Grand Total:	\$128,006.78
Total Vendors:	52
TOTAL FOR REGULAR CHECKS:	128006.78

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

A/P Manual Check Posting List

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

Vendor	Invoice	Description	Check: No	Date	Reg #	Amount
AMALGAMATED BANK OF CHICAGO						
	Invoice: 1855003003					
		46-01-5290 ADMIN FEE RT 25 T	100641	11/22/13	489	\$4,000.00
Vendor Total for: AMALGAMATED BANK OF CHICAGO		(Fiscal YTD Payments: \$120,873.13)				\$4,000.00
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY						
	Invoice: 13					
		61-34-5811 PRINCIPAL PAYMENT	100622	11/21/13	488	\$234,530.07
		61-34-5821 INTEREST PAYMENT				\$167,699.85
						\$66,830.22
Vendor Total for: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY		(Fiscal YTD Payments: \$745,611.25)				\$234,530.07

VILLAGE OF EAST DUNDEE Board Listing

For Meeting Dated 12/02/13

List #28

A/P Manual Check Posting List

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

Amount

Route 25 TIF Fund	\$4,000.00
SEWER OPERATING FUND	\$234,530.07
Grand Total:	\$238,530.07
Total Vendors:	2

Village of East Dundee
A/P Warrant List
12/2/2013

PAYABLE TO	INVOICE #	G/L #	DESCRIPTION	AMOUNT
Amalgamated Bank of Chicago	110113	46-01-5820	Series 2012 RT 25 Bond GAT GUNS Interest	\$ 180,421.88
Amalgamated Bank of Chicago	110113	46-01-5830	Series 2012 RT 25 Bond GAT GUNS Principal	\$ 200,000.00
Total \$				380,421.88