

RESOLUTION NUMBER 16-18

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND  
KANE COUNTIES, ILLINOIS, APPROVING A PRECONSTRUCTION  
ACTIVITIES LICENSE AGREEMENT  
(SUMMIT SCHOOL APARTMENTS – 811 EAST MAIN STREET)

**WHEREAS**, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, it is deemed necessary and desirable for the Village to approve and enter into the “Preconstruction Activities License Agreement (Summit School Apartments),” attached hereto as **Exhibit A** and made a part hereof (“Agreement”), by and between the Village and 811 Main St Apts LLC;

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

**SECTION 1: Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2: Approval.** The Village President and Board of Trustees authorize and approve the Agreement. The Village President is authorized and directed to execute the Agreement and such other documents as are necessary to fulfill the Village’s obligations under the Agreement.

**SECTION 3: Severability.** If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 4: Repeal.** 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 5: Publication.** This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

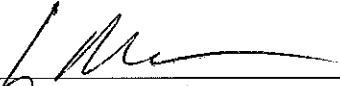
ADOPTED this 10th day of September, 2018, pursuant to a roll call vote as follows:

AYES: Trustees Selep, Wood, Hall and Andresen

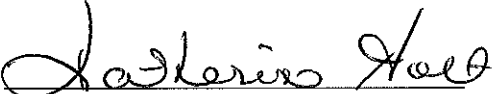
NAYES: Trustee Lynam

ABSENT: Trustee Mahony

APPROVED by me this 10th day of September, 2018.

  
\_\_\_\_\_  
Lael Miller, Village President

ATTEST:

  
\_\_\_\_\_  
Katherine Holt, Village Clerk

Published in pamphlet form this 11<sup>th</sup> day of September, 2018, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on September 11, 2018.

**EXHIBIT A**

**PRECONSTRUCTION ACTIVITIES LICENSE AGREEMENT  
(SUMMIT SCHOOL APARTMENTS – 811 EAST MAIN STREET)**

(attached)

**PRECONSTRUCTION ACTIVITIES LICENSE AGREEMENT  
(SUMMIT SCHOOL APARTMENTS – 811 EAST MAIN STREET)**

This **PRECONSTRUCTION ACTIVITIES LICENSE AGREEMENT (SUMMIT SCHOOL APARTMENTS – 811 EAST MAIN STREET)** ("Agreement") is entered into this 10<sup>th</sup> day of Sept., 2018 ("Effective Date"), by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village"), and 811 Main St Apts LLC, an Illinois limited liability company ("Permittee").

**RECITALS**

**WHEREAS**, the Village owns certain real estate legally described in **EXHIBIT A** attached hereto and made a part hereof ("Village Property"); and

**WHEREAS**, Permittee desires to use and improve the Village Property with respect to the "Project" as defined in the "Development Agreement By And Between The Village Of East Dundee, Cook And Kane Counties, Illinois And 811 Main St Apts LLC (Summit School Apartments)" dated July 9, 2018, by and between the Village and the Permittee ("Development Agreement"); and

**WHEREAS**, Permittee desires to use and improve the Village Property by conducting the following limited preconstruction activities: removing fencing, erecting construction fencing, erecting the construction entrance, clearing trees and shrubbery, and site and foundation work on the Village Property, as approved by the Village Administrator and as further described below ("Activity"), prior to acquiring title to the Village Property per the terms of the Development Agreement, and the Village desires that the Permittee use and improve the Village Property in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village grants the Permittee a limited license for the non-exclusive, temporary use of the Village Property for the Activity, subject to the following terms and conditions:

1. **Term; Suspension; Termination.** The above Whereas clauses are incorporated into this Section 1 by reference. In consideration of the Permittee agreeing to the conditions herein, the Village grants Permittee a license for the temporary, non-exclusive use of the Village Property by the Permittee only for the uses described above as the Activity. The temporary, non-exclusive temporary use permit granted under this Agreement to use the Village Property for the Activity terminates or may be suspended as follows:

A. Upon twenty-four (24) hours prior written notice to the Permittee, the Village Administrator at any time may temporarily suspend the Permittee's right to use the Village Property for one (1) or more days for any municipal purpose.

B. Either party may terminate this Agreement for any reason at any time during the term of this Agreement upon delivery of written notice to the other party. The termination shall be effective immediately or on the termination date set forth in the termination notice.

In addition, the obligations of the Permittee set forth in Sections 3, 7 and 8 in this Agreement shall survive the termination of this Agreement until those obligations are fully satisfied by the Permittee.

2. **Use and Condition of Premises.** The Permittee may conduct the Activity on the Village Property, subject to the terms of this Agreement. The scope of the Activity may be broadened or narrowed by the Village Administrator, in the Village Administrator's sole discretion. The Permittee accepts the Village Property in "AS-IS, WHERE-IS" condition as existing on the date of the execution of this Agreement. The Permittee acknowledges that it has inspected the Village Property and acknowledges that it is in good condition. THE VILLAGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OF THE VILLAGE PROPERTY. The Permittee acknowledges that the Village has made no representations or promises to Permittee to alter, or otherwise improve the condition of the Village Property.

3. **Care, Maintenance and Restoration.** The Permittee shall, at its own expense and at all times, be responsible for maintaining the Village Property as well as the areas used for activities associated with the Activity. The Permittee shall, at its own expense, hire personnel to clean-up all litter and debris from the Activity. Upon termination of this Agreement, if the Development Agreement is terminated prior to completion of the "Project" as defined in the Development Agreement, the Permittee, at its own expense, shall return and restore the Village Property to as good condition as immediately prior to the execution of the Agreement, ordinary wear and tear excepted. Notwithstanding any term in this Agreement to the contrary, the Village Administrator shall direct the Permittee to make such repairs and restorations as the Village deems necessary in order to restore the Village Property to its previous condition.

4. **Interference With Access.** The Permittee represents and warrants that its use of the Village Property shall not interfere in any way with the use of the public rights-of-way or property owned by the Village, the State or the County.

5. **Assignment.** This Agreement may not be assigned by Permittee without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the Activity of the Permittee's unauthorized assignment or subletting, this Agreement shall immediately terminate.

6. **Village Entry and Inspection.** The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Village Property, as well as the areas used for activities associated with the Activity, at any time and with or without prior notice, for all lawful purposes.

7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** Permittee covenants and agrees as follows:

A. **Hold Harmless and Indemnification.** The Permittee agrees to indemnify, defend, save and hold forever harmless the Village and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents ("Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Permittee and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to the Activity, Permittee's use, the Activity attendees' use or the

public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

B. **Risk of Injury.** The Permittee assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public who attend the Activity, may sustain arising out of or relating to the Activity, Permittee's use, Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

C. **Waiver Of Claims.** The Permittee agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees may have against the Village and the Village Affiliates arising out of or relating to the Activity, Permittee's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, or any matters arising out of or relating to matters covered under this Agreement.

D. **Release From Liability.** The Permittee fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which Permittee or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public may have or which arise out of or relate to the Activity, Permittee's use, the Activity attendees' use or the public's use of the Village Property or the areas used for activities associated with the Activity, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under this Agreement.

8. **Insurance.** During the term of this Agreement, the Permittee agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Activity for the purposes stated herein. The Permittee shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

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

The Permittee shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date, copies of which are incorporated herein and attached hereto as **EXHIBIT B** and made a part hereof. The Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Permittee shall also carry, during the life of this Agreement, a Worker's

Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Permittee's policy or policies of insurance shall specifically recognize and cover the Permittee's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Permittee shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Permittee's insurance. Said insurance shall afford the Village and the Village Affiliates with their choice of counsel and the right to conduct their own defense.

All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Permittee's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Permittee shall be primary to the Village's own insurance.

9. **Alterations.** The Permittee shall not, without first obtaining the written consent of the Village Administrator, which may be withheld in the Village Administrator's sole discretion, make any alterations, additions or improvements to the Village Property. It is expressly understood by Permittee and its agents that if the Permittee performs any alterations to the Village Property, Permittee agrees to indemnify, defend, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Permittee or its officers, employees, volunteers, agents, contractors, subcontractors or members of the public, may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village Property to the full extent possible under the provisions of Section 7 of this Agreement.

10. **Default.** Failure or refusal by the Permittee to comply with any of the obligations of the Permittee set forth in this Agreement shall constitute an "Event of Default."

11. **Village's Remedies on Default.** If the Permittee defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give the Permittee written or verbal notice of such default, and if the Permittee does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Permittee shall promptly remove its personal property, equipment and materials from the Village Property and shall not conduct activities associated with the Activity on the Village Property.

12. **Non-Waiver.** Failure by the Permittee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Permittee and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

13. **Attorneys' Fees.** In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

14. **Notices.** Any notice which either party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, to Permittee at its current business address, or the Village at 120 Barrington Avenue, East Dundee, Illinois 60118, Attention: Village Administrator, or to such other places as may be designated by either party from time to time.

15. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Right to Terminate.** In addition to the termination rights set forth in Section 1 above, the Village may suspend or terminate the operation of the Activity or terminate this Agreement at any time and for any reason relating to the public safety or for a violation of applicable Federal, State, County or Village laws or this Agreement, upon written notice or verbal notice to the Permittee. In the Activity the Village exercises its right to terminate this Agreement, the Permittee shall not be entitled to a return of the temporary use permit fee and agrees to restore the Village Property to its condition, as required by Section 3 above. If this Agreement is terminated by the Village, the permission to temporarily use the Village Property shall terminate at the same time. Otherwise, this Agreement shall terminate as provided in Section 1 above, except that the release, hold harmless and indemnification provisions of Section 7 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined above) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Permittee set forth in Section 3 above shall survive the termination of this Agreement until those obligations are fully satisfied by the Permittee.

17. **Compliance With Laws.** The parties to this Agreement shall comply with all applicable Federal, State, County, Village and other laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

A. **Certification.** Each party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et



seq. Each party and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the party and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the parties been so convicted nor made such an admission.

B. **Non-Discrimination.** Each party and its officers, corporate authorities, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each party certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

C. **Illinois Freedom Of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.

18. **Venue.** The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

19. **Complete Defense.** It is expressly understood and agreed by the parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by Permittee or by a third party in connection with or on account of any of the matters set forth in this Agreement. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

20. **Authority to Bind.** The parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

21. **Effective Date:** This Agreement shall become effective upon the date of execution by the last signatory below.

**IN WITNESS WHEREOF,** the parties to this Agreement have executed this instrument as of the dates listed below.

VILLAGE OF EAST DUNDEE

By: 

Name: Winnifer Johnson  
Village Administrator

Date: September 11, 2018

811 MAIN ST APTS LLC

By: 

Name: \_\_\_\_\_  
Authorized Officer

Date: Sept 11, 2018

EXHIBIT A

VILLAGE PROPERTY LEGAL DESCRIPTION

(attached)

[LEGAL DESCRIPTION]

P.I.Ns.: 03-23-479-003 and 03-26-227-011;

Common Address: 811 E. Main Street, East Dundee, Illinois 60118

EXHIBIT B  
CERTIFICATES OF INSURANCE  
(attached)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> J. W. Terrill, a Marsh & McLennan Agency LLC Co. 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Lynda Mier <b>PHONE (A/C No. Ext):</b> 314-594-2683 <b>E-MAIL ADDRESS:</b> lmier@jwterrill.com	<b>FAX (A/C, No):</b> 888-307-1561	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Five Star Concrete Contracting, Inc. 707A Davis Rd Ste 100 Elgin IL 60123	<b>INSURER A :</b> Amerisure Insurance Company		<b>NAIC #</b> 19488
	<b>INSURER B :</b> Navigators Specialty Insurance Company		36056
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 311253595

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPP20993560201	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA20993550201	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH17EXC921246IV	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC20993580205	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment			CPP20993560201	12/31/2017	12/31/2018	Limit:	\$50,000
							Deductible:	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Dundee is included as Additional Insured(s) for General Liability with respect to work performed by the Named Insured, if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Dundee  
 120 Barrington Ave  
 East Dundee IL 60118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Melen Antoine*

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