

Resolution No. 01-19

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING A FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

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:

- I. The **FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND DUKE'S BLUES AND BBQ** ("Amendment"), in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.
- II. The Village President and Village Clerk shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.
- III. This resolution shall take full force and effect upon its passage and approval as provided by law.

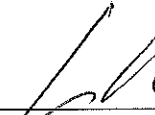
PASSED by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 8th day of January, 2019.

AYES: Trustees Selep, Hall, Mahony and President Miller

NAYS: Trustee Lynam

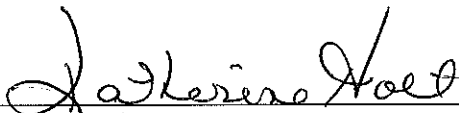
ABSENT: Trustee Wood

ABSTAIN: Trustee Andresen

APPROVED:


Village President

Attest:



Village Clerk

EXHIBIT A

FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT (CABOOSE CONCESSION STAND, DEPOT PARK)

This **FIRST AMENDMENT TO A CONCESSION LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND DUKE'S BLUES AND BBQ** ("Amendment"), is made and entered into this 7th day of January, 2019 by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village") and Duke's Blues-N-BBQ LLC, an Illinois limited liability company ("Concessionaire").

RECITALS

WHEREAS, the Village and Concessionaire entered into a "Concession License Agreement" on March 5, 2018 ("Agreement"), which Agreement sets forth the terms and conditions for, among other things, the operation of the Village-owned caboose located at 112 Railroad, East Dundee, Illinois as a concession stand;

WHEREAS, the Concessionaire desires to operate a food truck owned by the Concessionaire during the time period when the caboose has been winterized and is no longer operable; and

WHEREAS, the Village is agreeable to the operation of a food truck owned by the Concessionaire during the time period of the year when the caboose has been winterized and is no longer operable;

NOW THEREFORE, in consideration of the foregoing, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Village and Concessionaire acknowledge and agree as follows:

I. INCORPORATION OF RECITALS

The Recitals above are incorporated as though fully set forth herein.

II. AMENDMENT OF AGREEMENT

The Agreement is hereby amended by amending Section 3.I. to read as follows in its entirety:

The Village, at the determination of the Village Administrator, shall perform winterizing on the Premises such that the Premises will be no longer be operable during certain periods of the year. During this time period when the caboose has been winterized and is no longer operable, the Concessionaire is permitted to operate a food truck owned by the Concessionaire and selling Duke's Blues N' BBQ food products within the Village's parking lot directly adjacent to the Premises subject to the same payment, insurance and other applicable terms required for operation of

the caboose. The placement on the Premises of the food truck and any related vehicle or accessory equipment shall be subject to Village Administrator approval and modification.

III. CONTINUATION OF AGREEMENT

Except as expressly modified herein, all of the terms, covenants and provisions of the Agreement are hereby confirmed and ratified and shall remain unchanged and in full force and effect. The Village and Concessionaire remain liable to perform all their respective obligations under the Agreement, except as expressly modified herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first written above.

VILLAGE:

VILLAGE OF EAST DUNDEE
an Illinois home rule/municipal corporation

By: _____

Lael Milfer, President

ATTEST:

By: _____

Katherine Holt, Village Clerk

CONCESSIONAIRE:

DUKE'S BLUES-N-BBQ LLC,
an Illinois limited liability company

By: _____

Its Manager