



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, November 27, 2023
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of November 13, 2023
- IV. Bills Presented for Payment
- V. Board and Staff Reports
- VI. Public Comment on Agenda Items
- VIII. New Business
 - A. Presentation: Redwood USA – Conceptual Residential Development Plans on Grass Lake Road
 - B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easements #0006, 0009)
 - C. Approval: Economic Incentive Agreement with Three Legged Brewing
 - D. Approval: Economic Incentive Agreement with Lindenhurst Animal Hospital
- IX. Public Comment
- X. Executive Session
- XI. Adjournment

Rules for Public Comment: The Village of Lindenhurst welcomes comments from the public during the designated sections of the Village Board meeting. We ask that you keep your comments respectful, civil, and constructive to matters of public policy. Those wishing to comment will be limited to three (3) minutes per person and the total time allotted for public comment will be thirty (30) minutes. The Chair will recognize speakers and may deny someone who has previously addressed the Board an additional opportunity to speak. (VOL Village Code §30.22)

VILLAGE OF LINDENHURST
2301 E Sand Lake Road

Regular Village Board Meeting Minutes
November 13, 2023
7:00pm

I. Call to Order

- A. Mayor Marturano called the Regular Village Board Meeting to order at 7:00pm.

II. Roll Call

- A. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Pat Dunham, Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Assistant to the Village Administrator Karleen Gernady, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of October 23, 2023 and Special Meeting of October 30, 2023 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Chybowski, to approve the minutes from the Regular Village Board Meeting of October 23, 2023 and Special Meeting of October 30, 2023 as presented.
1. Voice Vote
Aye - 6
Nay - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Grace, to approve the first set of bills for the month of November presented for payment in the amount of \$691,925.28 for invoices due on or before November 13, 2023.
1. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Treasurer's Report

- A. Trustee Dunham read the Treasurer's Report for October 2023. The total for all accounts on October 31, 2023 was \$16,232,436.46.
- B. Trustee Dunham made a motion, seconded by Trustee Dickson, to approve the Treasurer's Report for October 2023 as read.
 - 1. Roll Call
 - Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
 - Nay – 0Motion carried.

VII. Board & Staff Reports

- A. Trustee Dickson reported the following:
 - 1. Attended the Veterans Day Ceremony at Antioch Upper Grade School where they unveiled a new Wall of Honor.
 - 2. Appreciated all the effort put forth for the Strategic Planning Meeting. Welcomes the opportunity to continue some of the discussions started within the meeting.
- B. Trustee Dunham reported the following:
 - 1. Apologized for missing the October 30, 2023 Special Meeting. There was an unavoidable work conflict.
 - 2. Escorted a few Veterans from the Lake Villa VFW Post to the Spectrum Center on November 9, 2023 for their Veterans Day celebration.
 - 3. Attended the Lakes High School Veterans Day Ceremony on November 10, 2023 with the Mayor.
 - 4. Expressed a heartfelt thank you to the Veterans Memorial Commission, guests, and everyone in attendance at the Veteran's Day Ceremony. He wished to reiterate a special thank you to our Veterans and their families for all they have done for our country.
- C. Mayor Marturano reported the following:
 - 1. Conveyed his sincere appreciation to Lakes High School and the Veterans Memorial Commission for their Veterans Day Ceremony.
 - 2. Thank you to Clay Johnson for acting as the sound engineer at the Veterans Memorial Ceremony at Village Hall.
 - 3. Attended the Lake Zurich Board Meeting on November 6, 2023. They discussed Lake Michigan water and their long term strategies. Mayor Marturano was able to answer questions as a CLCJAWA Board Member and as the Mayor of Lindenhurst.
- D. Village Administrator Clay Johnson announced the following:
 - 1. Village Santa Parade and Park District Tree Lighting is scheduled on December 2, 2023.
 - 2. The Citizens Academy ended. Received positive feedback from participants.

- E. Police Chief Tom Jones announced the following:
 - 1. Shop with a Cop is scheduled for December 13, 2023 at 5:00pm. If any Trustees wish to participate please reach out. Twenty-four families are being sponsored.

- F. Utility Systems Manager Charles Hernandez announced the following:
 - 1. Public Works has been active the last couple weeks with concrete work, asphalt crews were able to knock out five cul-du-sacs in Heritage Trails and two in Farmington Green, and trees have been planted. All the work has been completed and now Public Works is preparing for winter.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Bid Award: Lift Station Controls and Equipment Upgrades - Connelly Electric Company
 - 1. Bids were opened for work related to the upgrades for Lift Stations #2, 3, 4, 9, and 10 pumps and controls. In 2021 the project was identified once the Village learned of American Rescue Plan Act Funds (ARPA). Replacement of pumps and enhancements to controls in which to allow stations to connect to the Village's SCADA system were proposed. The project and engineering were included in FY 2024 budget. The lowest bidder was Connelly Electric Company from Addison, IL. Replacement pumps, upgrades, and all related work for Lift Stations #9 and 10 were included in the base bids. There was a significant difference in the bids between Connelly Electric Company and Integrated Process Solutions. We believe the cost differences are attributed to:
 - a. Connelly Electric Company uses Wunderlich-Malec equipment, who is familiar with the Village's systems.
 - b. Connelly Electric Company is more local, which saves some mobilization and travel costs.
 - 2. More has been expensed from the Water/Sewer Capital Fund due to timing of design engineering invoices. There is little that can be scaled back as the remainder of the work is technical in nature and requires a significant amount of programming in which to tie the improvements into our SCADA system.
 - 3. Proposed Options:
 - a. Reject the Bid and Alternates
 - b. Approve the Bid
 - (1) Proceed with the Base Bid and Alternates
 - (2) Proceed with the Base Bid Only
 - (3) Proceed with the Base Bid, but defer other Water/Sewer Capital projects.

4. Trustee Dunham made a motion, seconded by Trustee Suchy to award the base bid and all alternates to Connelly Electric Company in an amount not to exceed of \$414,000 for the upgrades to controls and equipment at Village Lift Stations #9 and 10. Funds for the project to be paid from the Water/Sewer Capital Fund.
 - a. Roll Call
 - Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
 - Nay – 0Motion carried.
- B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easements #002, 003, 005, 007, 0008)
1. Before bidding and construction can begin for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project, approximately ten temporary and one permanent easement must be acquired by the Village. The temporary easements extend into residents driveways. These easements are primarily necessary for regrading. Obtaining these temporary easements would allow the regrading of driveways as a means of meeting slopes that adjoin the new roadway. This would also allow the Village to comply with ADA standards related to sidewalk installation. Once approval of agreements and recording of the easement documents through the end of construction are completed, temporary easements are established. It is the goal of the Village to restore any disrupted driveways/walkways. Per bidding documents, contractors are to repair items such as brick walkways or planters that have been disturbed.
 2. Acquiring the one permanent easement would allow the Village to run new storm sewers to Lake Linden. The permanent easement is located within Linden's Landing. This property needs to be turned over to the Village by the Lindenhurst Park District. The Park District is donating the easement. The Park District benefits from this donation, as old storm sewer outfalls will be abandoned. Additionally, portions of Linden's Landing shoreline will be cleaned up in conjunction with the storm sewer construction.
 3. Easements are appraised by Hampton, Lenzi, and Renwick (HLR) prior to negotiations with residents. Factors such as size of the easement and the duration the Village intends on holding the easement are considered. This figure along with a complete appraisal are presented to the residents. This process was also done for the Park District, but they chose to offer the easement as a donation. The four presented easements are as follows, and have agreed to offer the easements at the original amount calculated within the appraisal:
 - a. 2105 Sprucewood
 - b. 113 Lake Shore Drive
 - c. 202 Lake Shore Drive
 - d. 205 Lake Shore Drive
 4. Trustee Dickson made a motion, seconded by Trustee Chybowski to authorize the Village Administrator to execute agreements for temporary easements #0002, 0003, 0005, 0007, and 0008 for the Hawthorne/Sprucewood/Lake Shore Drive Road Reconstruction project. Funds for the purchase of the temporary easements are to be paid from the Community Capital Fund.

- a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

- C. Approval: Economic Incentive Agreement with Linden Plaza Lindenhurst, LLC - \$80,000
 1. As discussed at the October 9, 2023 Village Board Meeting, it was the consensus of the Board to move forward with an Agreement with the new Owners of the Lindenhurst Center that follow the parameters of our LEAP grant program. The funds used for this Agreement will be the collected fines for code violations from the previous Owners of the Linden Plaza. It was the decision of the Board to redirect the collected fines in which to help with improvements such as: life safety repairs, parking lot improvements, signage, etc. A portion of the money is being held to cover administration and code enforcement process costs. The new Owners agreed to the Village's economic incentive agreement, and expressed appreciation to the Village in their willingness to help in the property rehabilitation.
 2. If approved, \$80,000 will be transferred out of the General Fund into Miscellaneous Escrow. Agreement terms reflect those of other LEAP grants. The grant will need to show proof of payment/lien waivers in which to confirm eligible work was completed.
 3. Trustee Grace made a motion, seconded by Trustee Dunham to authorize the execution of an economic incentive agreement with Linden Plaza Lindenhurst, LLC in the amount of \$80,000 for the property located at 2042-2136 E Grand Avenue and 2144 E Sand Lake Road.
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.
- D. Approval: 2023 Property Tax Levy Determination
 1. The Village must adopt a property tax levy each year. The levy adopted in 2023 will result in property tax receipts for the Village in the year 2024 during FY 24/25.
 2. Funds supported by the property tax levy were reviewed and financial projections prepared. Following the discussion on November 6, 2023 the Finance Committee unanimously recommended to the Village Board, adopting a \$1,337,325 property tax levy.
 3. The increase is due to contributions to the Police Pension Fund, new construction, and an increase in the total Equalized Assessed Valuation.
 4. Trustee Dunham made a motion, seconded by Trustee Suchy to approve the determination for the 2023 Tax Levy in the amount of \$1,377,325, and authorize the tax levy ordinance be prepared.
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

X. **Public Comment**

- A. A resident expressed his appreciate to Public Works for handling the leaf removal. Also expressed an interest in utilizing a land value form of taxation.

XI. **Executive Session**

- A. None.

XII. **Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
 - 1. Voice Vote
 - Aye - 6
 - Nay - 0
 - Motion carried.
 - 2. The meeting was adjourned at 7:39pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

Fund	Department	Line Item	Item Description	Amount
BARBARA FURMAN				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 208 CROSS CREEK LN	200.00
			Vendor Total:	200.00
BAXTER & WOODMAN, INC				
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	STORMWATER MANAGEMENT PROJECTS	634.48
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	BRIARGATE STORMWATER REVIEW	921.25
			Vendor Total:	1,555.73
CASEY EQUIPMENT COMPANY				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	LOADER MAINTENANCE SERVICE	1,669.09
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	LOADER MAINTENANCE SERVICE	1,112.73
			Vendor Total:	2,781.82
CENTRISYS CENTERFUGE SYSTEMS				
UTILITY FUND 60	SEWER	SYSTEM REPAIRS & MAINTENANCE	SLUDGE PRESS FILTERS	172.80
			Vendor Total:	172.80
CHICAGO METROPOLITAN AGENCY				
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	2024 LOCAL CONTRIBUTION DUES	650.03
			Vendor Total:	650.03
CHRISTOPHER B. BURKE ENGINEERING				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	PHASE II - HAWTHORN/SPRUCEWOOD/I	3,405.18
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	MISC ENGINEERING ASSISTANCE	1,282.28
			Vendor Total:	4,687.46
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.77
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.77
			Vendor Total:	152.58
CLARK BAIRD SMITH LLP				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	LEGAL SERVICES	150.00
			Vendor Total:	150.00
COLETTE & ANO PLUMBING CO.				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	PD TOILET REPAIR	243.50
			Vendor Total:	243.50
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	106.28
			Vendor Total:	106.28
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	38.17
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	9.54
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	9.54
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	38.17
			Vendor Total:	95.42
DATA INTEGRATORS, INC.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	69.48
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	182.38
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	POSTAGE	UB PROCESSING/MAILING & UB POSTA	486.35
REFUSE & RECYCLING 30		GROOT CONTRACT	UB PROCESSING/MAILING & UB POSTA	130.28
			Vendor Total:	868.49
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#52 - TYPE 2 SERVICE & HORN	247.93
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#52 - TYPE 2 SERVICE & HORN	165.28
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#60 - LOADER HYDRAULIC HOSE	252.09
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#60 - LOADER HYDRAULIC HOSE	168.06
GENERAL FUND	POLICE	VEHICLE SERVICE	#82 - OIL AND FILTER CHANGE	20.00
GENERAL FUND	POLICE	VEHICLE SERVICE	#87 - OIL AND FILTER CHANGE	20.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	OIL & FILTER CHANGE, FRONT BRAKE	675.77
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	OIL & FILTER CHANGE, FRONT BRAKE	450.51
			Vendor Total:	1,999.64
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	340.11

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 11/14/2023 - 11/27/2023
 BOTH JOURNALIZED AND UNJOURNALIZED

Fund	Department	Line Item	Item Description	Amount
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	141.12
			Vendor Total:	481.23
DYNEGY ENERGY SERVICES				
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	168.92
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	100.60
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	68.99
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	123.47
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	2,295.91
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	236.15
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	958.23
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	208.90
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	99.07
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	41.37
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	281.97
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	5,650.19
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	5,177.72
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	249.47
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	96.94
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	121.69
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	85.76
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	129.10
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	455.02
			Vendor Total:	16,549.47
FAST SIGNS				
GENERAL FUND	POLICE	PRINTING & PUBLICATION	NOTICE SIGNS	153.00
			Vendor Total:	153.00
FIRST AMERICAN BANK				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	LOCKBOX FEES - OCTOBER 2023	99.62
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LOCKBOX	LOCKBOX FEES - OCTOBER 2023	398.46
REFUSE & RECYCLING 30		MERCHANT FEES	CREDIT CARD FEES - OCTOBER 2023	506.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	MERCHANT FEES	CREDIT CARD FEES - OCTOBER 2023	2,027.94
			Vendor Total:	3,033.00
GRANITE TELECOMMUNICATIONS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	TELEPHONE - PW	876.83
			Vendor Total:	876.83
HAWKINS, INC.				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	1,821.20
			Vendor Total:	1,821.20
ILLINOIS DEPARTMENT OF TRANSPORTATI				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	TRAFFIC SIGNAL	385.92
			Vendor Total:	385.92
JOHNSON CONTROLS SECURITY SOLUTIONS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	FIRE ALARM MONITORING	44.72
			Vendor Total:	44.72
LAUTERBACH & AMEN, LLP				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	POLICE PENSION ACTUARIAL REPORT	3,200.00
			Vendor Total:	3,200.00
LAWN DOCTOR				
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	954.51
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	318.09
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	325.71
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	452.79
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	237.42
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	256.44
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	263.61
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	172.98
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	789.64
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	670.00
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	259.76
			Vendor Total:	4,700.95

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description	Amount	
LOCALITY STUDIO LLC					
GENERAL FUND	ADMINISTRATION	NEWS LETTER	NEWSLETTER REDESIGN #2	1,105.00	
			Vendor Total:	1,105.00	
LVLRLA CHAMBER OF COMMERCE					
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	ANNUAL MAYOR'S LUNCHEON	160.00	
			Vendor Total:	160.00	
MANHARD CONSULTING LTD					
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	205.50	
			Vendor Total:	205.50	
MENARD'S - ANTIOCH					
GENERAL FUND	PUBLIC WORKS	TOOLS	HOSE & REEL REPL. OPS BLD.	129.75	
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	PD LIGHT EXCHANGE	73.74	
			Vendor Total:	203.49	
METROPOLITAN MAYORS CAUCUS					
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	2023 CAUCUS DUES	648.27	
			Vendor Total:	648.27	
MID AMERICAN WATER OF WAUCONDA					
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	6 INCH DUCTILE PIPE - STOCK	809.40	
			Vendor Total:	809.40	
MONROE TRUCK EQUIPMENT, INC					
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 54 SENSOR	71.15	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 54 SENSOR	47.43	
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	VACTOR SENSOR REPLACEMENT	160.86	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	VACTOR SENSOR REPLACEMENT	107.32	
			Vendor Total:	386.76	
NICOR					
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR	48.82	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	51.68	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION	49.46	
			Vendor Total:	149.96	
NORTH SHORE GAS					
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	148.20	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	60.04	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	59.03	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	60.04	
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	59.59	
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	86.69	
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	312.02	
			Vendor Total:	785.61	
PATRICIA HANSEN					
REFUSE & RECYCLING 30		ENVIRONMENTAL PROGRAMS	50/50 RAIN BARREL - 403 BRITTANY	75.00	
			Vendor Total:	75.00	
PAYROLL - EXPENSES					
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,577.88	
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	161.12	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,631.58	
			Vendor Total:	5,370.58	
PAYROLL - GROSS PAYS					
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	5,920.98	
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,183.04	
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00	
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	58,954.54	
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	4,201.47	
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	1,235.74	
GENERAL FUND	POLICE	SALARIES-P/T CSO/FRONT DESK	PAYROLL GROSS COMPENSATION	811.20	
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	12,978.37	
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS OVER-TIME	PAYROLL GROSS COMPENSATION	464.52	
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	621.45	
GENERAL FUND	PUBLIC WORKS	PART TIME WINTER PERSONNEL	PAYROLL GROSS COMPENSATION	154.00	
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,373.87	

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 11/14/2023 - 11/27/2023
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID			
Fund		Department	Line Item	Item Description	Amount
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,318.60
UTILITY FUND	60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	12,978.36
UTILITY FUND	60	SEWER	SEWER OVER-TIME	PAYROLL GROSS COMPENSATION	464.52
UTILITY FUND	60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	621.45
UTILITY FUND	60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,489.19
UTILITY FUND	60	WATER	OVERTIME	PAYROLL GROSS COMPENSATION	232.26
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	310.73
GENERAL FUND		PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	600.00
UTILITY FUND	60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	600.00
UTILITY FUND	60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	300.00
				Vendor Total:	119,814.29
PAYROLL - PROCESSING FEES					
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	311.10
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	69.13
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	311.10
				Vendor Total:	691.33
PERRICONE GARDEN CENTER & NURSERY					
GENERAL FUND		PUBLIC WORKS	GARBAGE DISPOSAL	ALGAE DISPOSAL	120.00
				Vendor Total:	120.00
POLI CONTRACTING					
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	WATER MAIN REPAIRS - 2200 SPRUCE	7,405.00
				Vendor Total:	7,405.00
STEWART SPREADING, INC					
UTILITY FUND	60	SEWER	SLUDGE DISPOSAL	BIOSOLIDS DISPOSAL	39,325.44
				Vendor Total:	39,325.44
STRAND ASSOCIATES, INC.					
WATER/SEWER CAPITAL FUND	61	WATER/SEWER CAPITAL	LIFT STATION UPGRADES ENGINEERING	ENGINEERING - LS UPGRADES	1,003.53
				Vendor Total:	1,003.53
SUPER AGGREGATES					
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	SPOIL HAULING - 18 LOADS	504.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	SPOIL HAULING - 18 LOADS	756.00
				Vendor Total:	1,260.00
TEKLAB, INC					
UTILITY FUND	60	WATER	LAB SERVICE	WWTF MONTHLY SAMPLING	1,579.50
				Vendor Total:	1,579.50
TOBIAS GRUCHOT					
GENERAL FUND		ADMINISTRATION	CONTINGENCIES	REIMBURSEMENT - FLOWERS VETERANS	200.00
				Vendor Total:	200.00
ULINE					
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	62.10
GENERAL FUND		POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	248.40
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	248.40
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	62.10
				Vendor Total:	621.00
VARI SALES COPORATION					
MISCELLANEOUS ESCROW	24		BUILDING & MISC ESCROW	SAFETY GRANT - SUZIE'S STANDING	361.25
				Vendor Total:	361.25
VERIZON WIRELESS					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	LS6 OCT/NOV PHONE	20.10
				Vendor Total:	20.10
				Grand Total:	227,211.08

Fund Totals:

GENERAL FUND 01	108,541.00
I.M.R.F./F.I.C.A. FUND 06	2,577.88
IT FUND 11	481.23
COMMUNITY CAPITAL FUND 21	3,405.18
MISCELLANEOUS ESCROW FUND 24	566.75
REFUSE & RECYCLING FUND 30	3,557.12
UTILITY FUND 60	107,078.39
WATER/SEWER CAPITAL FUND 61	<u>1,003.53</u>
Total For All Funds:	\$227,211.08



MEMORANDUM

DATE: November 22, 2023

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for November 27, 2023**

New Business

A. Presentation: Redwood USA – Conceptual Residential Development Plans on Grass Lake Road

At Monday's meeting, representatives from Redwood USA will be present to introduce themselves and their company for the purposes of an initial discussion. Redwood USA is a company based in Ohio that specializes in single story, townhome neighborhoods for renters. They pride themselves on developing walkable, clean, and safe communities that are targeted to those with higher incomes and are of a higher age cohort. The company has over 150 neighborhoods nationwide and recently conducted a grand opening for a new community in Volo. Within the last few weeks, the Village of Lake Villa has also approved a Redwood development of 111 units off of Cedar Lake Road. All Redwood floor plan concepts are single-story, two bedrooms, two bath dwellings with attached, 2-car garages. For a matter of reference, Volo monthly rental rates are marketed between \$2,649 and \$3,910. This appears to be comparable with other Redwood communities in Chicagoland.

Redwood is currently in discussions to purchase approximately 77 acres adjacent to the Village's eastern corporate limits off of Grass Lake Road. The area is bounded by Grass Lake Road to the north, Wittenburg Road to the East and Hendrick Lake. While the property is 77 acres, only around half of the property is suitable for development. The proposed area of development would sit to the far east of the property, due north of the Grant's Grove subdivision and over 1,400 feet due east from the Wedgewood subdivision. This property is currently unincorporated and would need to undergo annexation in order to move forward with the zoning entitlement process. Redwood's concept plan would propose 138 units built upon the developable 44 acres.



The purpose of this presentation and discussion is to provide insight as to who Redwood is as a company, their product, and their specific proposal on this site. Your feedback will help provide staff direction on how to proceed with this development.

B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easements #0006 & 0009)

Prior to the bidding and construction of the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project, the Village must acquire approximately ten temporary easements and one permanent easement. The ten temporary easements extend into residents' driveways and are necessary primarily for regrading. The purpose of acquiring these temporary easements is to permit the regrading of driveways in order to meet slopes that adjoin the new roadway, and comply with ADA standards related to sidewalk installation. Temporary easements are established upon approval of agreements and recording of the easement documents through the end of construction.

The two temporary easements which are before you this evening for approval are located at 203 Lake Shore Drive, and 2200 Lake Shore Drive. A map of these locations is included in the materials for your convenience along with the easement documents. Properties with green dots are those where easements have been accepted by the owners. Those with red dots remain in negotiations. The total cost of these two easements presented for your approval is \$9,500. Payment for the easements will be made from the Community Capital Fund.

C. Approval: Economic Incentive Agreement with Three Legged Brewing, LLC - \$30,000



Our staff has been in discussions with 3-Legged Brewing, a new company specializing in the production of various types and flavors of cold brew coffee about locating within Lindenhurst. Their company is currently located in a small space in Grayslake without a retail operation. Their retail sales are generated through their participation in local farmers' markets and distribution of their canned products to a handful of local retail partners in the area.

The company has worked out a lease arrangement with the Lindenhurst Center and have an agreement in place for a unit at 2120 E. Grand Avenue. This location would have a retail component for their product and an accessory canning operation. By establishing this location, 3-Legged may be the first coffee brewery in the Chicagoland region.

3-Legged has indicated that their total costs to become operational exceed \$100,000. However, costs eligible for the LEAP program total about \$65,000. A breakdown of their eligible costs is included below:

Doors/Windows/Walls:	\$11,282.71
Flooring:	\$13,015.22
Bathroom Installation:	\$4,565.08
Electrical/Networking:	\$3,764.60
Walk-In Refrigerator:	\$11,800.00
Cabinetry/Bar:	\$9,555.30
<u>Signage:</u>	<u>\$7,380.94</u>
TOTAL:	\$61,363.85

Being a sales tax generator, 3-Legged is eligible up to \$30,000 of reimbursement on \$60,000 worth of eligible expenditures. A LEAP agreement with 3-Legged Brewing is included in your materials for your consideration. Some mockups of the business' interior are included in your materials.

D. Approval: Economic Incentive Agreement with Lindenhurst Animal Hospital - \$30,000

The Village has received a LEAP application from Lindenhurst Animal Hospital seeking assistance with the work related to the enclosure of their dog run. The dog run area at the veterinary clinic already exists but is outdoors. Enclosing the dog runs allow for more comfortable use of the area for more dogs year-round.

Prior to submission of their LEAP agreement, the animal hospital engaged Waldron Construction as their general contractor on the project. Therefore, there will not be quotes from multiple contractors on the project.



As a sales tax generating business, the applicant is eligible for a reimbursement up to \$30,000. Significant work is necessary for the enclosure as evidenced by the enclosed scope of work, and eligible costs will exceed the \$60,000 threshold for reimbursement.

Including the requests for LEAP incentive funds up for consideration at this meeting, the Village has or will induce \$164,816.32 in grants funds to date through this program for seven (7) businesses. This leaves approximately \$155,000 of the Village's incentive funds available for future grant opportunities.



Lindenhurst
Concept Plan Presentation
November 27th 2023

Redwood
Living

Single-Story Townhome
Neighborhoods, for Rent

7007 East Pleasant Valley Road, Independence Ohio

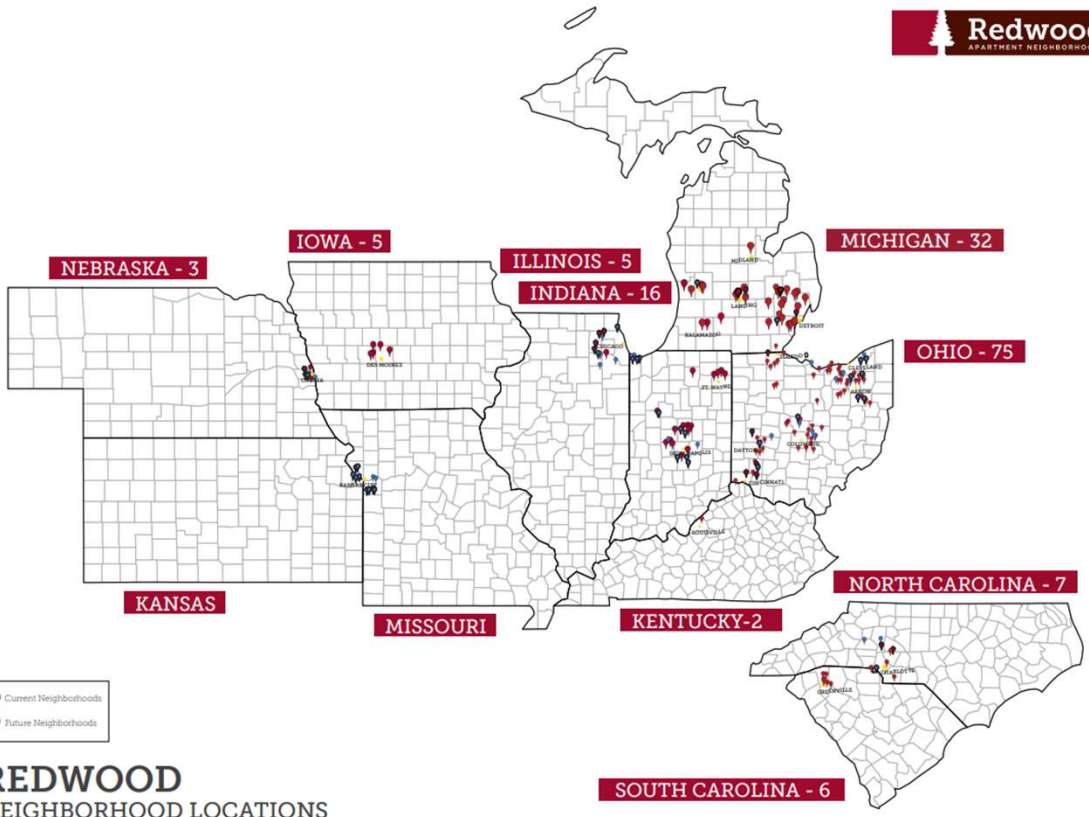
ABOUT US

Redwood was founded in 1991 with the following simple goals:

- Build apartment neighborhoods where residents could experience the **UNIQUELY STRESSLESS** comforts of home life without taxes, insurance, HOA fees, mortgage, nor upkeep and maintenance.
- Produce high-quality, **REMARKABLE**, single-story **HOMES**, with attached garages and more square feet per unit.
- **CONTROL THE DEVELOPMENT AND LONG-TERM MANAGEMENT** – to date we manage over 150 neighborhoods and nearly 17,000 homes and have **NEVER SOLD** a single one we have built.

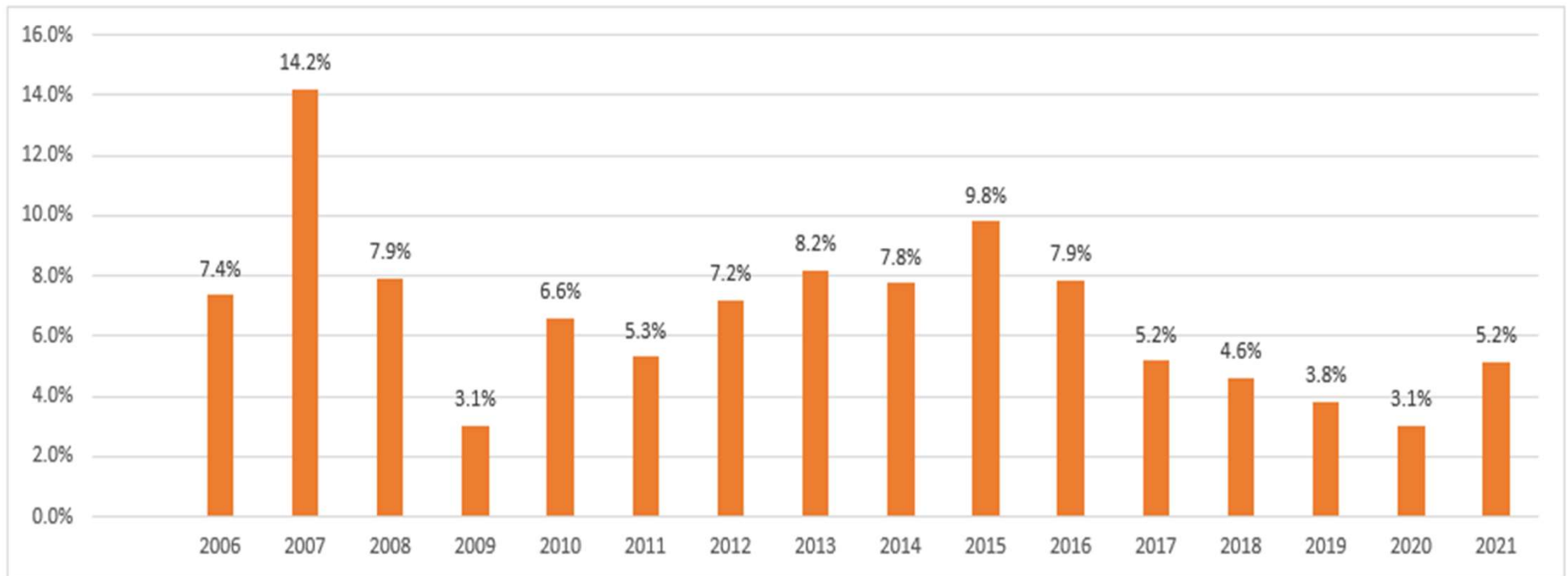
Our Core Values:

1. Do One Thing Really Well
2. Be Entrepreneurial
3. Serve Those You Lead
4. Deliver More Than Expected
5. Communicate Openly & Honestly
6. Instill Family & Team Spirit
7. Demonstrate Integrity & Authenticity
8. Be Nice & Have Fun



REDWOOD
NEIGHBORHOOD LOCATIONS

Redwood Historical Rent Growth



NOTE – Average Occupancy for our portfolio over the last 15 years ended 2021 has never fallen below 90%

Who Lives in a Redwood Neighborhood?

- Empty Nesters
- Young Professionals
- Residents who want a **single-story** design
- Those who desire a neighborhood feel, with built-in **peace and quiet**
- Those who **no longer want to worry about home maintenance, landscaping, and snow removal**
- Our design, features and **high level of customer service** generate long-term residents



600+ EMPLOYEES AND COUNTING

*ACQUISITIONS &
DEVELOPMENT
COMBINED YEARS OF
EXPERIENCE:*

*Acquisition – 232 years
Construction – 500 years
Development – 80 years*

*FINANCE AND
OPERATIONS
COMBINED YEARS OF
EXPERIENCE:*

*Finance – 186 years
Operations – 180 years*





Maintenance

Snow Removal

- All road & walking surfaces = 2"
- Salting after snow removal

Mowing

- Maintain height of 3" – 4",
- String trim
- Power edge

Landscaping

- Forever Tree
- Weeding, mulch bed maintenance, plant trimming, and tree pruning

Long Term Maintenance: Redwood Olmsted Township

- Built in 2006,
- 2017: Northern Ohio Apartment Association Key Awards (Gold Award for Overall Community Appeal, a Top 10 award for Overall Community Appeal, a 100% award for Overall Community Appeal)





RELIABLE RENTERS &
GREAT NEIGHBORS

The consistent application of rigorous background screening on EVERY LEASHOLDER AND OCCUPANT OVER 18 is one tool we use to ensure our neighborhoods are home to reliable renters who make great neighbors.

Screening Includes

- Rental History
- Credit
- Civil Judgment
- Criminal Background (Felony Assault Conviction & DUI/OVI)

Redwood's application screening criteria is more robust and allows us more control than most HOA's and single-family subdivisions, which maintains peace, quiet, and comfort to our residents.

About Redwood Neighbors

We use data from our nearly 17,000 units to select sites that ensure the highest degree of repeatable success.

50.6 Years = Average Age of a Redwood Resident

70% of Redwood Residents Are Empty Nesters

Most Relocate From 3-Mile Radius of the Neighborhood (they are already your Neighbors)

1.8 Average Number of Residents with 1.5 Average Cars per Home

14 Minors (only a portion are school-age) per 100 Homes



About Redwood Neighborhoods

We use data from over 150 Redwood Neighborhoods to select sites that ensure the highest degree of repeatable success.

Rents = Mortgage Payment on a \$250k - \$350k Home

Approx. 75% = Annual Neighborhood Operating Expenditures are paid to local labor/vendors/suppliers

Approx. 40% = Construction Budget is paid to local labor

Nearly 3.5% of the original residents in 10 year or older neighborhoods still call Redwood HOME with Standard 1 Year Lease

**Private Concrete Built and Maintained Drive Aisles
12 mph & NO Parking**





- Zero Grade Private Entrances

- 2-Car Attached, Private Entrance Garage

- Personal Patios

- Concrete Drives

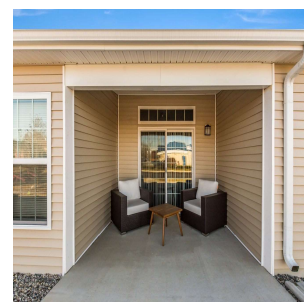
- Stone and Shake Siding Accents

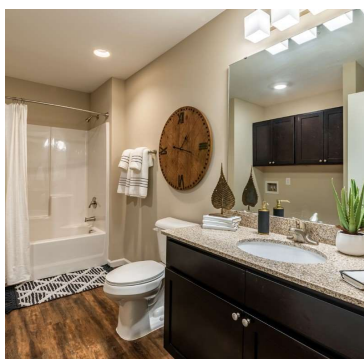
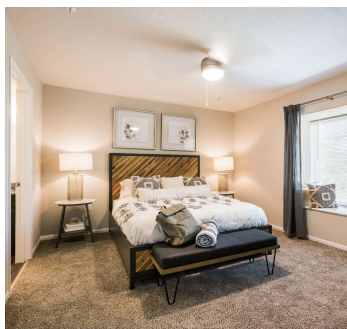
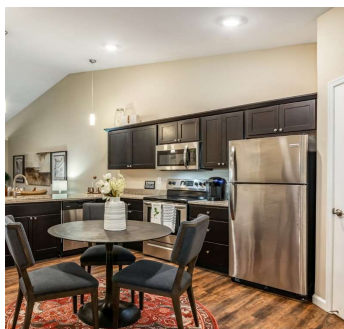
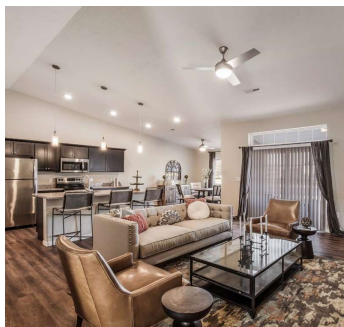
- Extensive Landscaping

- Construction and Management ADA- and GSE- Compliant

- Long-term Asset Management

EXTERIORS OUR RESIDENTS DESERVE





- Open Concept Floor Plans
- Vaulted Ceilings
- Plank Flooring
- Granite Countertops
- High End Appliances
- Generous Closet & Pantry
- Full-Size Washer & Dryer Hookups
- Bonus Room/Den
- Energy Star Construction Standards

INTERIORS OUR RESIDENTS DESERVE



FLOOR PLANS AND EXTERIORS

Meadowood
1,326 SQFT



Willowood
1,381 SQFT



Forestwood
1,294 SQFT



Haydenwood
1,343 SQFT



Capewood
1,620 SQFT



Rent Mortgage Comparison

Monthly						
Home Value	3 Mile Radius	Taxes @ 2% of Value	Insurance	P&I @ 20% Down 30YR 6.00%*	Maintenance	Total **
\$1,000,000	63	\$1,667	\$250	\$5,996	\$1,458	\$9,371
\$750,000	67	\$1,250	\$188	\$4,497	\$1,094	\$7,028
\$500,000	264	\$833	\$125	\$2,998	\$729	\$4,685
\$400,000	520	\$667	\$100	\$2,398	\$583	\$3,748
\$300,000	1,648	\$500	\$75	\$1,799	\$438	\$2,811
Redwood (Starting Rents)	126	N/A	N/A	N/A	N/A	\$2,500
\$200,000	4,623	\$333	\$50	\$1,199	\$292	\$1,874
\$150,000	1,557	\$250	\$38	\$899	\$219	\$1,406
<\$149,999	676	\$167	\$25	\$600	\$146	\$937

6,271 homes within the 3-mile area of the subject represent the minimum number of potential Redwood residents (just below and above Starting Rents)

RESIDENTS

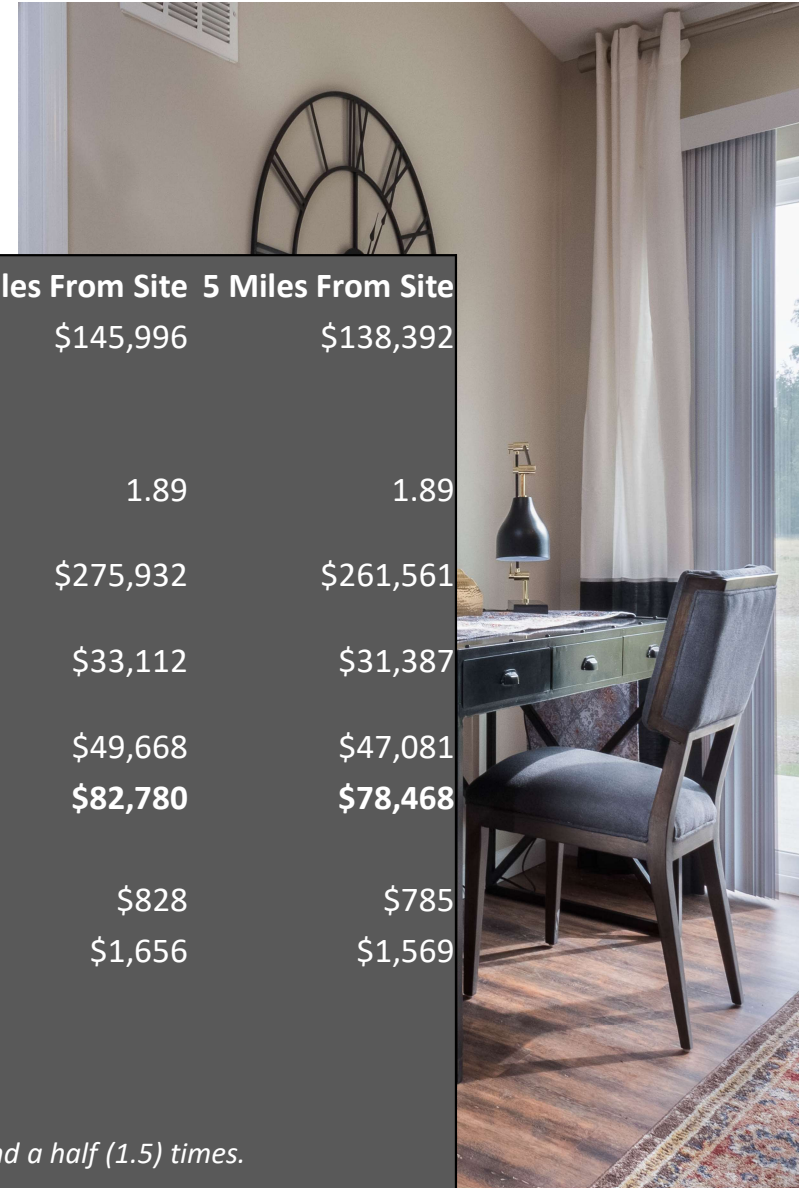
ECONOMIC IMPACT SPENDING AND SALES TAX

		1 Mile From Site	3 Miles From Site	5 Miles From Site
Average Household Income	*	\$137,823	\$145,996	\$138,392
<u>Average Per Redwood Unit</u>				
Anticipated Average Number Of Occupants Per Household	**	1.89	1.89	1.89
Spending Capacity of Each Household At Average Income Level		\$260,485	\$275,932	\$261,561
Estimated Disposal Income Spent Locally (@ 12%) Per Home		\$31,258	\$33,112	\$31,387
Residual Estimated Disposal Income Recycled Locally Per Home	***	\$46,887	\$49,668	\$47,081
Total Per Home		\$78,146	\$82,780	\$78,468
<u>Municipal Share of Sales Tax</u>				
1% of Tax Rate Per Home		\$781	\$828	\$785
2% of Tax Rate Per Home		\$1,563	\$1,656	\$1,569

* Source - Engelhart Realty & Investments Inc Demographic Report Y2021.

** Based on Redwood Portfolio Statistics.

*** Multiplier - Net annual business activity created by residents recycles in the locally at least one and a half (1.5) times.



Redwood Traffic Analysis

CESO 2010 Trip Generation Results

Location	Size	Unit	Total Generated Trips							
			Weekly AM Peak Hour				Weekly PM Peak Hour			
			<u>Trips</u>				<u>Trips</u>			
Tot	In	Out	Rate	Tot	In	Out	Rate			
Findley, OH	84	Dwelling	39	6	33	0.46	44	31	13	0.52
			100%	15%	85%		100%	70%	30%	
Akron, OH	95	Dwelling	23	4	19	0.24	32	22	10	0.34
			100%	17%	83%		100%	69%	31%	
Wooster, OH	158	Dwelling	54	11	43	0.34	75	50	25	0.47
			100%	20%	80%		100%	67%	33%	

Redwood Traffic Analysis

CESO 2019 Trip Generation Results										
			Total Generated Trips							
			Weekly AM Peak Hour Trips				Weekly PM Peak Hour Trips			
Location	Size	Unit	Tot	In	Out	Rate	Tot	In	Out	Rate
Brownstown Township, MI	115	Dwelling	41	9	32	0.36	54	34	20	0.47
			100%	22%	78%		100%	63%	37%	
Canton, MI	93	Dwelling	26	4	22	0.28	39	29	10	0.42
			100%	15%	85%		100%	74%	26%	
Shelby Charter Township, MI	140	Dwelling	46	8	38	0.33	56	35	21	0.40
			100%	17%	83%		100%	63%	37%	





Concept
Plan
11/13/23

Up to 138
Homes





Redwood Today

Redwood Today



Redwood Today





Redwood Today

Redwood Today



Redwood Today



Extra Storage

- *Forestwood 187.5 SF*
- *Meadowood/Capewood 204.4 SF*
- *Breezewood 150.9 SF*
- *B'wood w/ Sunroom 214.3 SF*
- *Willowood 190.3 SF*





Single-Story Townhome Neighborhoods, for Rent



**Redwood
Living**



byRedwood.com

©2020 Redwood Living, Inc.



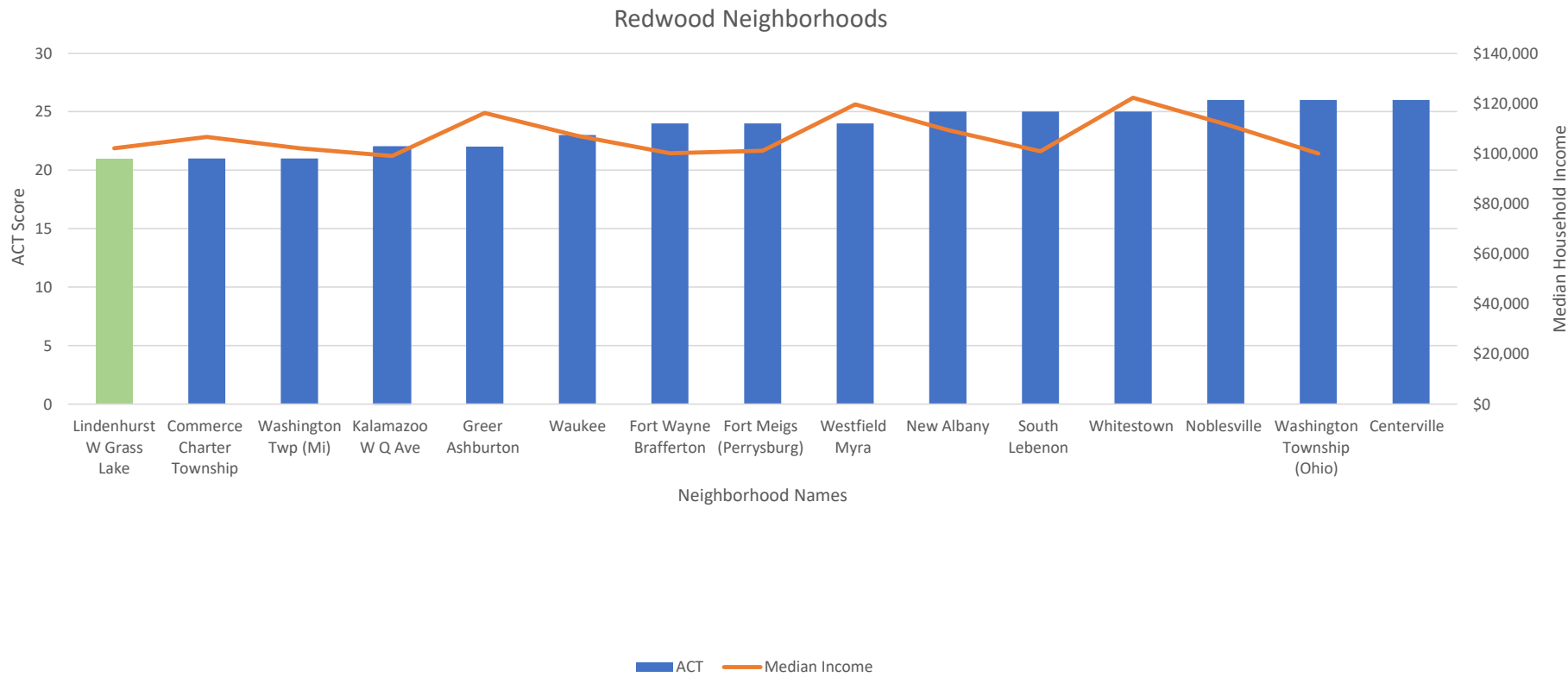
School Enrollment Data

School Year	2022/23	2012/13	Delta	2022/23	2012/13	Delta
District Name	<u>Antioch CCDS 34</u>	<u>Antioch CCSD 34</u>	-	<u>CCSD 117</u>	<u>CCSD 117</u>	
School Count	5	5		2	4	
Enrollment	2,541	3,066	-17.1%	2,626	2,796	-6.1%
KG	265	314	-15.6%			
Grade 1	278	306	-9.2%			
Grade 2	271	396	-31.6%			
Grade 3	256	335	-23.6%			
Grade 4	279	365	-23.6%			
Grade 5	290	328	-11.6%			
Grade 6	282	334	-15.6%			
Grade 7	327	331	-1.2%			
Grade 8	293	353	-17.0%			
Grade 9				633	710	-10.8%
Grade 10				727	721	0.8%
Grade 11				647	682	-5.1%
Grade 12				619	674	-8.2%

Source: Illinois Board of Education

NOTE – Average 14 Minors (NOT ALL ARE SCHOOL AGED) Per 100 Redwood Homes

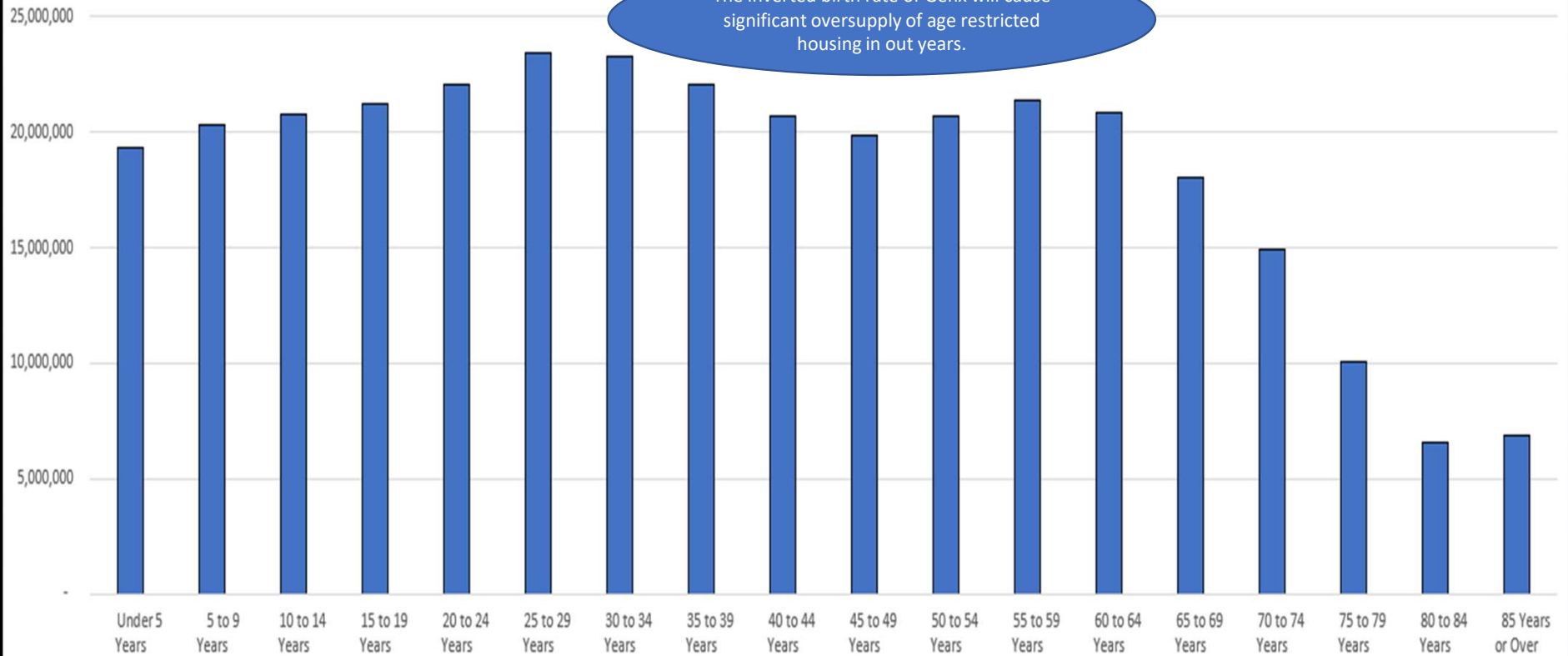
Redwood Comparison Schools and Income



NOTE – Average 14 Children Per 100 Homes

United States Population by Age

The inverted birth rate of Genx will cause significant oversupply of age restricted housing in out years.



Westfield, IN
3 Mile Demographics (as of 08/21)
Median Income: \$84,065
Population: 23,180

Shelton Cove Subdivision
103 Homes
Year Built: 2014
Average SqFt: 2,541

Call Volume: 1/7/21 – 7/1/21
Animal Complaint/ Attack: 2
Noise Complaint: 2
Neighbor Dispute: 1

Redwood Westfield Hamilton Way
131 Units
Year Built: 2016
Average SqFt: 1,329

Call Volume: 1/7/21 – 7/1/21
Trespassing: 1



Redwood Canton, MI
93 Units
Year Built: 2015
Average SqFt: 1,294

Call Volume: 1/1/21 – 6/29/21
Assault: 1

Wood Creek Subdivision
35 Homes
Year Built: 1998
Average SqFt: 2,730

Call Volume: 1/1/21 – 6/29/21
Assault: 2

Links at Yellow Creek Condominiums
204 Units
Year Built: 2002
Average SqFt: 1,542

Call Volume: 1/1/21 – 6/29/21
Assault: 4
Burglary: 1

Pebble Creek Condominiums
86 Units
Year Built: 1997
Average SqFt: 1,454

Call Volume: 1/1/21 – 6/29/21
Theft/ Larceny: 6

Canton, MI – 3 Mile Demographics (as of 8/21)
Median Income: \$79,131
Population: 67,782



Altoona, IA
3 Mile Demographics (as of 8/21)
Median Income: \$75,92
Population: 20,342

Redwood Altoona
177 Units
Year Built: 2016

Call Volume: 1/7/2021 – 7/1/2021
0 Calls

Single Family Residential Area
339 Homes
Years Built: 1990- 2008

Call Volume 1/7/2021 – 7/1/2021
Assault: 6
Motor Vehicle Theft: 2
Theft/ Larceny: 2
Vandalism: 2



Union Township, OH
3 Mile Demographics (as of 8/21)
Median Income: \$66,532
Population: 43,522

Shayler Park Subdivision
149 Households
Average Sqft: 2,159
Years Built: 2001 - 2011

Call Volume: 6/1/2020 – 6/3/2021

Animal Complaints: 1
Trespasser: 1
Theft Related Offenses: 5
Disturbance: 1
Warrant Service: 2

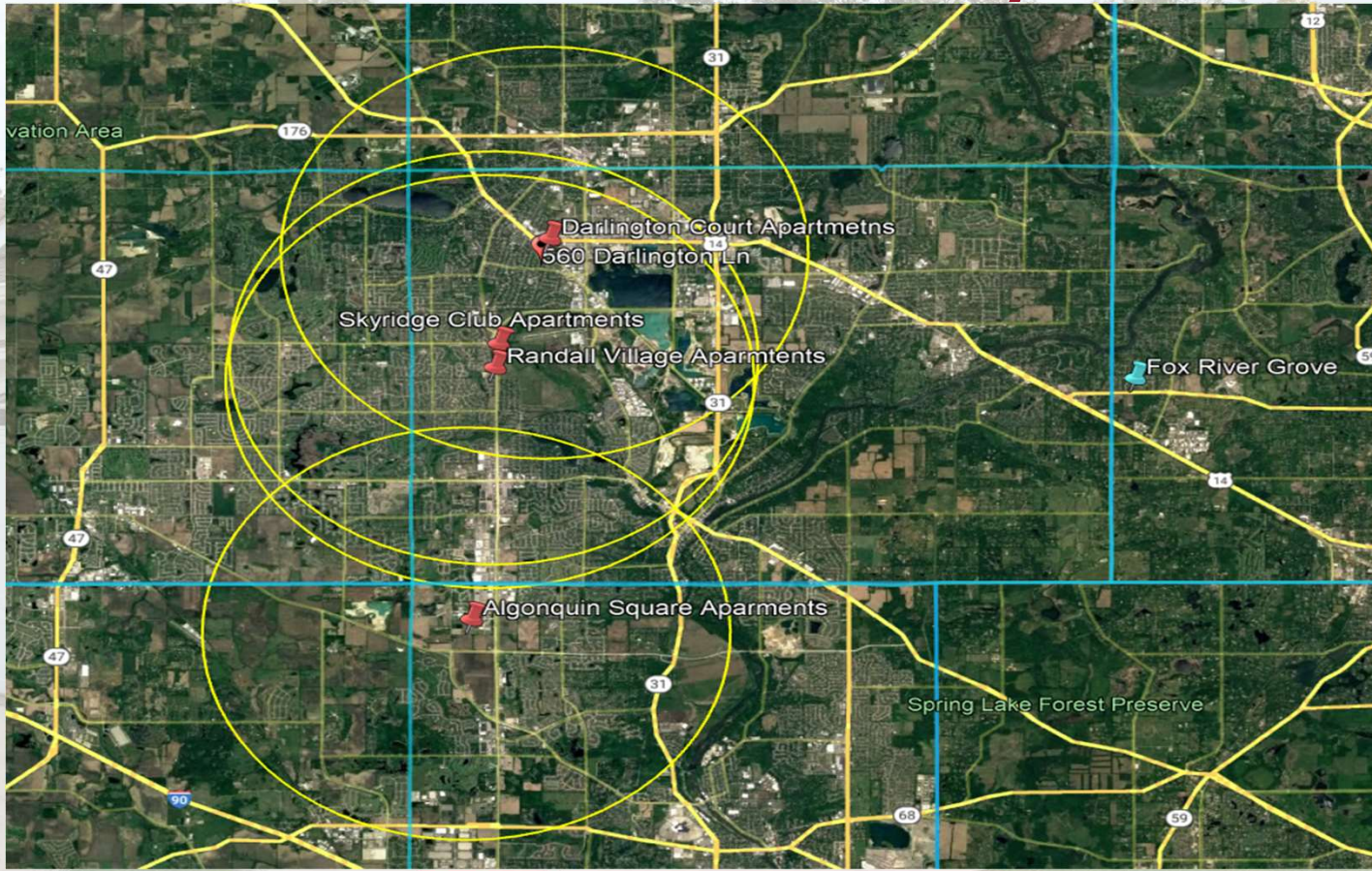
Redwood Union Township
179 Units
Average Sqft: 1,334
Years Built : 2016-2021

Call Volume: 6/1/2020 – 6/3/2021

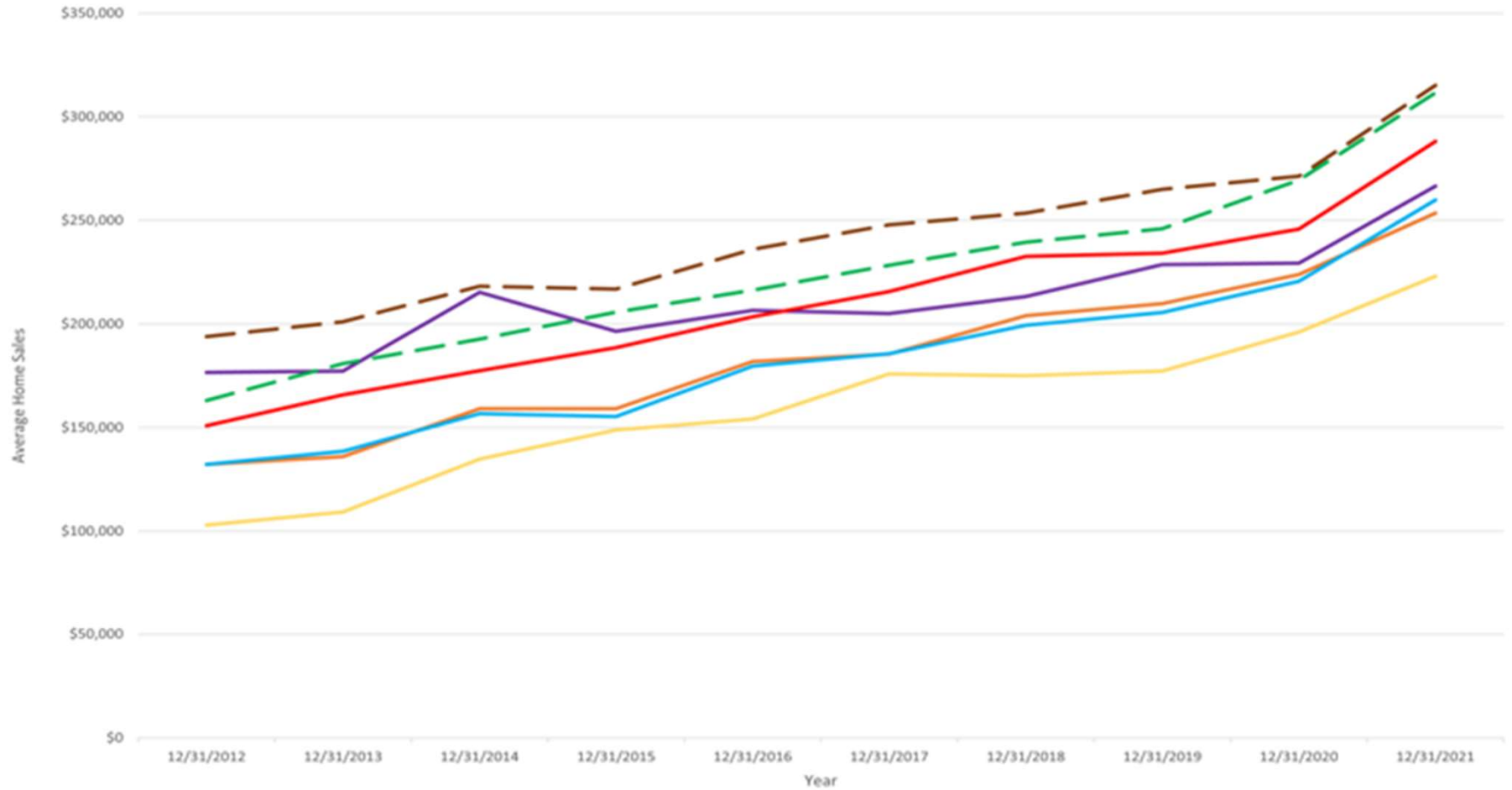
Disturbance: 1
Neighbor Dispute: 2
Domestic Dispute: 1
Theft Related Offenses: 4



Rt 31 Area Multifamily



10 Year Average Home Sales Within a Mile of Rental



	Algonquin Square	Skyridge Club Apartments	Crystal Lake Apartments	Randall Village	Darlington Court
Volume	709	1,904	1,228	2,080	1,549
10 Yr Growth	51.00%	92.00%	91.00%	96.00%	117.00%

Source: January 2022 MRED Data, Berkshire Hathaway

Chicagoland Suburban Statistics

Municipality	Population	Median Household Value	Median Household Income	Income as % of Home Value	Total Housing Stock	Amount of Apartments	% of Apartments
Buffalo Grove	39,636	\$352,117	\$114,520	33%	16,823	2,887	17%
Calumet City	35,021	\$123,160	\$47,075	38%	15,558	5,481	35%
Gurnee	30,769	\$283,626	\$94,689	33%	12,131	3,256	27%
Joliet	149,801	\$196,584	\$71,334	36%	52,932	12,475	24%
Lombard	43,224	\$272,274	\$82,610	30%	18,678	5,139	28%
Naperville	145,061	\$414,530	\$124,482	30%	54,565	12,264	22%
Schaumburg	72,796	\$290,338	\$87,208	30%	32,960	10,115	31%
South Holland	20,893	\$166,770	\$68,725	41%	7,796	0	0%
Vernon Hills	26,035	\$367,767	\$109,420	30%	10,481	3,047	29%
Waukegan	89,184	\$157,293	\$51,031	32%	31,143	13,971	45%

source: Hometown Locator (Illinois Census)





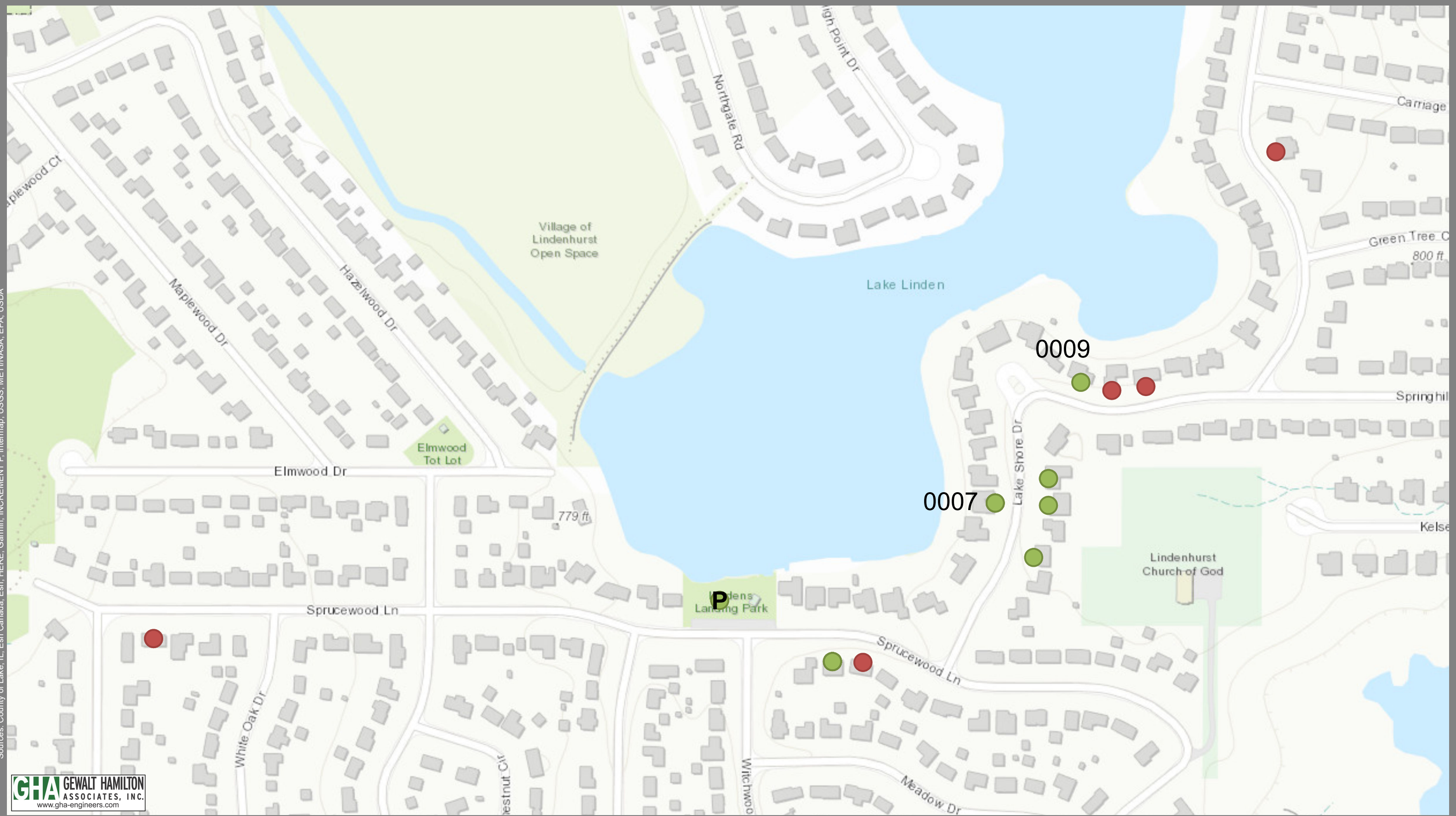
Suggested Motion

- B. Move to authorize the Village Administrator to execute agreements for temporary easements #0006, and 0009 for the Hawthorne/Sprucewood/Lake Shore Drive Road Reconstruction project. Funds for the purchase of the temporary easements are to be paid from the Community Capital Fund.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

Sources: County of Lake, IL, Esri, Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



1 in = 300 ft

ArcGIS WebApp Builder

Owner Michael J. Eifert and
Lisa Eifert
Property 203 Lake Shore Drive
Address Lindenhurst, IL 60046
Route FAU 0160 (Hawthorne Drive/
Sprucewood Lane /
Lake Shore Drive
County Lake
Job No. R-55-001-97
Parcel No. 0006TE
P.I.N. No. 02-35-405-003
Section 18-00032-01-PV
Project No. Grand Avenue to Beck Road
Station 204+44.85 to
Station 204+82.14
Contract No. -
Catalog No. -

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Michael J. Eifert and Lisa Eifert, husband and wife (Grantors), of the County of Lake and State of Illinois, for and in consideration of Three Thousand and No/100 Dollars (\$3,000.00), receipt of which is hereby acknowledged, hereby represents that Grantors own the fee simple title to and grant and convey to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantors shall have and retain all rights to use and occupy the premises and access to Grantors' remaining property, except as herein expressly granted; provided, however, that Grantors' use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantors, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantors caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantors' remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 13th day of November, 2023.

By: 
Signature

Michael J. Eifert
Print Name

By: 
Signature

Lisa Eifert
Print Name

State of Illinois)
) ss
County of LAKE)

This instrument was acknowledged before me on November 13, 2023,
by Michael J. Eifert and Lisa Eifert

(SEAL)




Notary Public

My Commission Expires: 11/09/26

This instrument was prepared by and after recording return to:

Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake
Shore Drive
SECTION: 18-00032-01-PV (Stage I)
COUNTY: Lake
JOB NO.: R-55-001-97
PARCEL NO.: 0006TE
STATION: 204+44.85 to 204+82.14
INDEX NO.: 02-35-405-003

That part of Lot 2 in Block 195 in the Lindenhurst Unit 24 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 1963 as document no. 1211372 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the southwest corner of said Lot 2; thence northerly along the westerly line of said Lot 2, being a 645.27 foot radius curve, concave westerly an arc distance of 34.43 feet (the chord bears North 09 degrees 03 minutes 37 seconds East, 34.43 feet); thence South 89 degrees 58 minutes 50 seconds East, 42.72 feet to a point on the northerly extension of the southerly most west face of a one-story frame and brick and aluminum sided residential house on said Lot 2; thence South 00 degrees 07 minutes 12 seconds East, 34.00 feet along said northerly extension and west face and southerly extension thereof to a point on the south line of said Lot 2; thence North 89 degrees 58 minutes 50 seconds West, 48.21 feet along said south line to the point of beginning.

Said temporary easement containing 0.035 acres, more or less.

VILLAGE OF LINDENHURST

Affidavit of Title

Owner Michael J. Eifert and Lisa Eifert
Address 203 Lake Shore Drive
Lindenhurst, IL 60046
Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)
Section 18-00032-02-PV
County Lake
Project Grand Avenue to Beck Road
Job No. R-55-001-97
Parcel No. 0006TE
P.I.N. No. 02-35-405-003
Station 204+44.85 to
Station 204+82.14
Catalog No. -
Contract No. -

State of Illinois)
) ss.
County of Lake)

I, Lisa Eifert, property owner

being first duly sworn upon oath states as follows:

- Affiant has personal knowledge of the facts averred herein.
- There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owners** of the property are: Michael J. Eifert and Lisa Eifert

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 13th day of November, 2023.

By: Lisa Eifert
Signature

Lisa Eifert
Print Name and Title if applicable

State of Illinois)
County of LAKE) ss

This instrument was acknowledged before me on November 13, 2023, by LISA Eifert.

(SEAL)



Colette Tuman
Notary Public

My Commission Expires: 11/09/26

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

EXHIBIT 'A'

LOT 2 IN BLOCK 195 IN LINDENHURST UNIT NO. 24. BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 30, 1963 AS DOCUMENT 1211572, IN BOOK 39 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-405-003

**VILLAGE OF
LINDENHURST**

**Receipt of Conveyance Documents and
Disbursement Statement**

Owner Michael J. Eifert and Lisa Eifert
Job No. R-55-001-97
Parcel No. 0006TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering _____ acres
- Permanent Easement covering _____ acres
- Temporary Construction Easement covering 0.035 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated November 13, 2023, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Three Thousand and No/100 Dollars (\$3,000.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Michael J. Eifert and Lisa Eifert	[REDACTED]	203 Lake shore Drive Lindenhurst, IL 60046	\$3,000.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

MJE RE
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: November 13, 2023

Grantor:

Michael J. Eifert
Signature

Michael J. Eifert
Print Name (and Title, if applicable)

Lisa Eifert
Signature

Lisa Eifert
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: November 13, 2023

Grantee:

The Village of Lindenhurst

Olivia Suran
for the Village of Lindenhurst

Owner Robert A. Eberle and
Victoria L. Eberle
Property 2200 Lake Shore Drive
Address Lindenhurst, IL 60046
Route FAU 0160 (Hawthorne Drive/
Sprucewood Lane /
Lake Shore Drive
County Lake
Job No. R-55-001-97
Parcel No. 0009TE
P.I.N. No. 02-35-401-061
Section 18-00032-01-PV
Project No. Grand Avenue to Beck Road
Station 208+64.47 to
Station 209+17.62
Contract No. -
Catalog No. -

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Robert A. Eberle and Victoria L. Eberle, husband and wife (Grantors), of the County of Lake and State of Illinois, for and in consideration of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00), receipt of which is hereby acknowledged, hereby represents that Grantors own the fee simple title to and grant and convey to the Village of Lindenhurst, 2301 E. Sand Lake Road, Lindenhurst, IL 60046, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Lake, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantors shall have and retain all rights to use and occupy the premises and access to Grantors' remaining property, except as herein expressly granted; provided, however, that Grantors' use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantors, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantors caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantors' remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 11th day of November, 2023.

By: Robert A. Eberle
Signature

Robert A. Eberle
Print Name

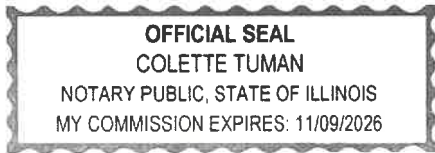
By: Victoria L. Eberle
Signature

Victoria L. Eberle
Print Name

State of Illinois)
) ss
County of Lake)

This instrument was acknowledged before me on November 11, 2023,
by Robert A. Eberle and Victoria L. Eberle.

(SEAL)



Colette Tuman
Notary Public

My Commission Expires: 11/09/26

This instrument was prepared by and after recording return to:

Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, IL 60046

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake
Shore Drive
SECTION: 18-00032-01-PV (Stage I)
COUNTY: Lake
JOB NO.: R-55-001-97
PARCEL NO.: 0009TE
STATION: 208+64.47 to 209+17.62
INDEX NO.: 02-35-401-061

That part of Lot 11 in Block 194 in the Lindenhurst Unit 24 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 30, 1963 as document no. 1211372 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the southeast corner of said Lot 11; thence northwesterly along the southerly line of said Lot 11, being a 300.00 foot radius curve, concave northerly an arc distance of 48.00 feet (the chord bears North 74 degrees 04 minutes 16 seconds West, 47.95 feet); thence North 20 degrees 30 minutes 45 seconds East, 32.21 feet to a point on the easterly most southerly face of a two-story frame residential house on said Lot 11; thence South 71 degrees 40 minutes 59 seconds East, 42.71 feet along said southerly face and southeasterly extension thereof to a point on the easterly line of said Lot 11; thence South 10 degrees 50 minutes 00 seconds West, 30.44 feet along said easterly line to the point of beginning.

Said temporary easement containing 0.033 acres, more or less.

VILLAGE OF LINDENHURST

Affidavit of Title

Owner Robert A. Eberle and Victoria L. Eberle
Address 2200 Lake Shore Drive
Lindenhurst, IL 60046
Route FAU 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive)
Section 18-00032-02-PV
County Lake
Project Grand Avenue to Beck Road
Job No. R-55-001-97
Parcel No. 0009TE
P.I.N. No. 02-35-401-061
Station 208+64.47 to
Station 209+17.62
Catalog No. -
Contract No. -

State of Illinois)
) ss.
County of Lake)

I, ROBERT A. EBERLE, property owner

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the Village of Lindenhurst to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owners of the property are: Robert A. Eberle and Victoria L. Eberle

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

EXHIBIT 'A'

LOT 11 IN BLOCK 194 IN LINDENHURST UNIT NUMBER 24, BEING A SUBDIVISION OF PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1963, AS DOCUMENT 1211572, IN BOOK 39 OF PLATS, PAGE 26, IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-401-061

**VILLAGE OF
LINDENHURST**

**Receipt of Conveyance Documents and
Disbursement Statement**

Owner Robert A. Eberle and Victoria L. Eberle
Job No. R-55-001-97
Parcel No. 0009TE

The Village of Lindenhurst (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering _____ acres
- Permanent Easement covering _____ acres
- Temporary Construction Easement covering 0.033 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated November 11, 2023, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Robert A. Eberle and Victoria L. Eberle	[REDACTED]	2200 Lake shore Drive Lindenhurst, IL 60046	\$6,500.00
	[REDACTED]		\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

RE VE
Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: November 11, 2023

Grantor:

Robert A. Eberle
Signature

Robert A. Eberle
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: November 11, 2023

Grantee:

The Village of Lindenhurst

Collette Lerner
for the Village of Lindenhurst

Victoria L. Eberle
Signature

Victoria L. Eberle
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)



Suggested Motion

- C. Move to authorize the execution of a LEAP economic incentive agreement with 3-Legged Brewing, LLC in the amount of \$30,000 for the property located at 2120 E. Grand Avenue.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

***THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:***

Village of Lindenhurst
Attn: Village Clerk
2301 E. Sand Lake Rd.
Lindenhurst, IL 60046

Above space reserved for recorder's use

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF LINDENHURST

AND

THREE LEGGED BREWING, LLC

(2120 E. Grand Avenue, Lindenhurst, IL 60046)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("*Agreement*"), is dated the _____ day of _____, 2023 ("*Effective Date*"), and is by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois ("*Village*") and **THREE LEGGED BREWING**. ("*Recipient*") (the Village and Recipient are collectively referred to as "*Parties*" and sometimes individually as a "*Party*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Recipient is party to a lease agreement authorizing the Recipient to occupy the property commonly known as 2120 E. Grand Avenue, Lindenhurst, Illinois, legally described in Exhibit A ("*Property*").

B. The Recipient proposes to operate a cold brew coffee brewing and canning operation ("*Business*") on the Property.

C. The Village administers the Lindenhurst Economic Assistance Program ("*LEAP*") allowing businesses to apply for and receive Village economic incentive awards for certain purposes.

D. The Recipient submitted the application attached as Exhibit B ("*Application Documents*") seeking a LEAP economic incentive award.

E. The Recipient specifically seeks an economic incentive award to encourage private investment in Business and the Property, including, without limitation, making the improvements more fully described on Exhibit C ("*Improvements*").

F. The Improvements' cost exceeds the Recipient's ability to realize a reasonable return on its investment and remain a viable and competitive business in the Village.

G. Pursuant to the Illinois Municipal Code, including, without limitation, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, making awards to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village.

H. The Village Board find that it is necessary and desirable to provide the Recipient an economic incentive award in the amount of \$30,000, and that doing so is consistent with LEAP rules and regulations.

SECTION 2. ECONOMIC INCENTIVE AWARD.

A. Subject to this Agreement's terms, the Village agrees to provide to the Recipient an award in the amount of thirty-thousand and 00/100ths (\$30,000.00) Dollars ("**Award**") to allow the Recipient to invest in the Business and to support the Business's success in the Village.

B. Upon completing installing the Improvements and the Village's issuance of a full and binding occupancy certificate affirming completion of the Improvements in accordance with this Agreement and all Village codes, rules, and regulations, as amended, the Recipient shall submit to the Village: (1) a properly executed statement / bill of sale showing the full cost of the Improvements, including, without limitation, labor, materials, and equipment necessary to install the Improvements; (2) proof of payment of all costs associated with the Improvements; (3) final lien waivers from all of Recipient's contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (4) all other documentation reasonably requested by the Village concerning the Improvements or the Business (collectively, "**Recipient Documents**").

C. Within thirty (30) days of receiving a complete set of Recipient Documents, the Village will issue a check to the Recipient in the amount of the Award. In no case shall the Village's payment exceed the Award amount, regardless of the amount of any costs incurred by the Recipient.

SECTION 3. MAINTENANCE.

A. Upon Recipient's completion of the Improvements pursuant to this Agreement and at all times during this Agreement's term, the Recipient shall be responsible for preserving and maintaining the Improvements in the condition and state set forth on Exhibit C and in full compliance with all Village codes, rules, and regulations, as amended, including, without limitation, this Agreement and LEAP rules and regulations.

B. The Village Administrator or his designee ("**Administrator**") may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with Exhibit C shall be immediately remedied by the Recipient and deficient or improper improvements shall promptly be replaced and made to comply with Exhibit C.

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient relocates its business outside of the Village, ceases business operations, fails to comply with the terms of this Agreement, fails to comply with LEAP rules and regulations, or fails to maintain the Improvements in the condition and state set forth on Exhibit C (collectively, "**Default Event**"), the Recipient must refund the Village in accordance with the following:

<u>Timing of Default Event</u>	<u>Percentage of Award that must be refunded</u>
Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; (2) apply for and receive from the Village a full and binding occupancy certificate for the Improvements within 12 months of the Effective Date; and (3) obtain all Village, county, state, and federal certificates, licenses, and permissions necessary to operate the Improvements within 12 months of the Effective Date, this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with Exhibit C and the terms of this Agreement, then upon written notice given by the Administrator to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event that the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement or LEAP rules and regulations, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipient's cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and no/100 (\$1,000,000.00) dollars each occurrence and two million and no/100 (\$2,000,000.00) dollars aggregate. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's

approval of this Agreement, that the Village's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Improvements, the Property, or the Agreement, including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) ("*Act*"). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive this Agreement's voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

SECTION 6. RECIPIENT'S OBLIGATIONS.

A. Construction of Improvements.

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements, Business, and Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.
2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate.
3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Business, including, without limitation: a) all Village costs incurred administering LEAP and the Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.
4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Administrator, and any additional review body designated by the Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in Exhibit C.

B. Certificate of Assistance. The Recipient agrees to place a certificate, in a form provided by the Village, indicating the Recipient is a participant in LEAP, in the front window or other location on the premises that is visible to the public during this Agreement's term.

SECTION 7. TERM.

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

SECTION 8. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Lake County Recorder at Recipient's expense. All contracts and deeds of conveyance relating to the Property, or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. LEAP. The Recipient represents and warrants that the statements and representations in the Application Documents are true, accurate, and complete. Recipient's failure to provide truthful, accurate, or complete Application Documents, shall constitute a Default Event and relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Recipient shall be addressed to, and delivered at, the following address:

3 Legged Brewing, LLC
Attn: Yun Hu
122 May Street
Grayslake, Illinois 60030

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Lindenhurst
2301 E. Sand Lake Rd
Lindenhurst, Illinois 60046
Attn: Village Administrator

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attn: Julie A. Tappendorf

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Circuit Court of Nineteenth Judicial Circuit, Lake County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. Exhibits A – C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.

2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* (“**FOIA**”). Upon Village’s request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

VILLAGE OF LINDENHURST, an Illinois municipal corporation

By: _____
Dominic Marturano, Mayor

ATTEST:

By: _____
Melissa Forsberg, Village Clerk

Dated: _____

THREE LEGGED BREWING, LLC

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY THAT** Yun Hu, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Dominic Marturano and Melissa Forsberg, the Mayor and Village Clerk, respectively, of the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

Exhibit A

Property's Legal Description

P.I.N.: 06-02-213-046
06-02-213-004
06-02-213-047
06-02-213-049
06-02-213-050
06-02-213-051
06-02-213-009
06-02-213-035
06-02-213-036

Commonly Known As: 2120 E. Grand Avenue, Lindenhurst, Illinois

Exhibit B

Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]

4825-0366-0126, v. 2

VILLAGE OF LINDENHURST

Lindenhurst Economic Assistance Program (LEAP)





Lindenhurst Economic Assistance Program (LEAP)

I. PURPOSE

The purpose of the Village of Lindenhurst Economic Assistance Program (LEAP) is to encourage the recruitment, retention, establishment and expansion of tax-generating business within the Village. Business expansion in Lindenhurst will stimulate growth in the local economy by providing employment opportunities for residents of the Village and others, expanding the goods and services available locally, and increasing the dollars collected by the Village and other local government service providers.

LEAP is an initiative taken by the Village to encourage a vibrant and diversified tax base, local employment opportunities and expansion of the local economy.

II. LEAP GOALS AND OBJECTIVES

The Village hereby establishes the following goals and objectives towards implementation of the program:

- Promote economic development and redevelopment strategies
- Provide incentives that facilitate economic development projects and local business growth
- Strengthen the local tax base through business expansion
- Create and retain jobs locally
- Encourage development and redevelopment compatible with Village architectural design standards, streetscaping plans, and furtherance of the Village's Comprehensive Plan

The following objectives have been established towards meeting these goals:

- Provide assistance through economic incentives to facilitate economic development and redevelopment within the Village
- Utilize public/private partnerships through development and incentive agreements to complete project improvements
- Coordinate the extension and/or availability of public infrastructure to available development sites
- Assist in limiting financial hardships to acquiring, developing and locating businesses within Lindenhurst by offsetting qualifying development/improvement costs
- Encourage enhancements to architectural design, building facades, landscaping and lighting that improve the overall character of the Village

III. FINANCIAL ASSISTANCE

Through creation of this program, the Village has determined that, from time to time, development projects within the Village may require municipal incentives to off-set development related costs. Without these municipal incentives, financial hardships due to local market conditions, cost of land, and completion of public and site improvements would make the development, redevelopment or expansion infeasible. This, in turn, could negatively impact the local economy and the tax revenues received by the Village. As such, municipal financial incentives are designed to ensure that development occurs within Lindenhurst to further the expansion of the local tax base and public interest.



Lindenhurst Economic Assistance Program (LEAP)

IV. OVERVIEW OF PROGRAMS AVAILABLE

- A. "Welcome to Lindenhurst!" Program
- B. Retail/Restaurant Improvement Grants
- C. Commercial Business Development Grants
- D. Sales Tax Rebates

V. Other Incentive Requests

The Village may consider incentive requests for grants, fee waivers, infrastructure improvements, and property tax rebates, on a case by case basis. Generally, the Village will not consider incentives that involve the waiver of recapture fees, fees for other taxing districts, or Village consultant review fees.

VI. LEAP Application Procedure

a. Step 1: Application Submittal

The application should be completed and submitted to the Village for review by staff.

The following items are required at the time of application to be considered:

- Application Form(s);
- Affidavit of Owners Consent/Letter of Intent/Signed Lease as defined in the guidelines herein;
- At least two (2) contractor's work proposals including a detailed cost estimate along with an indication of where the work will take place (interior, exterior, parking lot, grounds, etc.);
- Proof of General Liability Insurance with coverages under the commercial general liability insurance to be not less than \$1,000,000 per each occurrence and \$2,000,000 aggregate. Each policy shall name the Village as an additional insured.

Applications will be prioritized based on the date of receipt of a completed application up to the amount of available funding. Village staff will recommend approval or denial of the application to the Village Board based upon the criteria of the specific grant programs defined in this document. A favorable recommendation of staff does not constitute approval. An application is not considered approved until receiving approval by the Village Board. Decisions rendered by the Village Board

b. Step 2: Commencement of Work

If approved by the Village Board, the applicant will receive notice of award in writing from the Village which will include the total amount of the grant award. Approval does not indicate in any manner approval of construction which would otherwise be granted by a building permit.

The applicant may then secure services of contractors and vendors to proceed with the proposed work. Building permits, where applicable, will need to be applied for and granted by the Village. All work must begin within six months and completed within



Lindenhurst Economic Assistance Program (LEAP)

twelve months from receiving notice of an award. An applicant may request an extension up to another six months from the Village Administrator. Changes to the scope of work that will affect the terms of the approved grant application must be provided to the Village Administrator.

Upon completion of the project, all permitted work is to be approved by an inspector employed by the Village in accordance with building permitting procedures. Only work that will be inspected is that work for which the permit was originally issued.

c. Step 3: Payment

At the completion of work, an applicant must submit:

- A receipt or other acceptable document indicating that the work was paid in full. Copies are acceptable.
- A notarized final waiver of lien to be completed by the contractor or vendor.
- A completed W-9 form.
- A fully executed reimbursement agreement.

Payment will be authorized when all required documentation is submitted and in good form. Checks will be issued after Village Board approval pursuant to the payment of bills at a Village Board meeting.

VII. LEAP Terms and Conditions

The Village of Lindenhurst reserves the right to modify any aspect of this program or end the program for any reason at any time without notice. Each application is reviewed on a case by case basis. Grants for retail/restaurants and other commercial businesses are not intended to be used in combination, but the Village Board may assemble different economic development incentives based on the scope of investment of a particular applicant.

All awarded applicants must agree to the terms and conditions provided within an incentive agreement. Grant recipients must sign an agreement with the Village promising to refund any monies which are in violation of the terms of the agreement. An awarded applicant must agree to not remove any improvements for any reason without limitation for a period of three (3) years after receiving the grant money. If any awarded applicant removes improvements, or sells/vacates the benefitted property or properties for any reason within this three (3) year period, they must repay the grant award on a pro rata basis.



Lindenhurst Economic Assistance Program (LEAP)

“Welcome to Lindenhurst!” Program

I. Overview

The Village desires to quickly assimilate new businesses into our community and provide them with a network of peers who may assist in the growth and development of their business. It is important to start our new businesses of on the right foot with the publicity and access to resources which helps our local businesses thrive.

The Village of Lindenhurst will cover the cost of a “Silver” membership (currently \$195/year), or future equivalent, into the Lake Villa-Lindenhurst-Round Lake Area (LLRL) Chamber of Commerce for the period of one-year.

II. Applicant Eligibility

- a. Must be a current LLRL Chamber of Commerce Member in good standing located within the corporate boundary of Lindenhurst, or
- b. Must be a business located within the corporate boundary of Lindenhurst who is not a current member of the Chamber who expresses interest in a Silver membership with the Chamber of Commerce on or before November 30, 2021, or
- c. Any new business opening or relocating within the corporate boundary of Lindenhurst

III. Terms and Conditions

- a. This incentive is only good for a new business for a period of up to twelve months after receiving a business license from the Village of Lindenhurst
- b. The incentive is good for only one location of a business within the Village
- c. A new business may choose a different level of Chamber of Commerce membership, however the amount offered by the Village will remain unchanged.



Lindenhurst Economic Assistance Program (LEAP)

LEAP Retail/Restaurant Improvement Grants

I. Overview

Grants of up to \$30,000 are available to qualifying retail and restaurant projects within the corporate boundaries of the Village of Lindenhurst. The grant allows a qualifying applicant to be reimbursed up to 50% of costs. Applications are reviewed by Village staff and approved by the Village Board.

II. Applicant Eligibility

- a. Must be a new, expanding, or remodeling retail or restaurant establishment willing to invest in a location within the Village of Lindenhurst
- b. Projects must be valued at least \$10,000 in expenses
- c. Projects must generate sales tax
- d. All projects must commence within six (6) months of receiving written approval of the grant application. Projects must also be complete within twelve months of receipt of approval.
- e. An approved application is good for only one location within the Village of Lindenhurst over the life of the LEAP program.
- f. Applicants who are tenants of commercial building must provide property owner's consent in writing, OR
 - i. Applicants must show proof of a signed, written lease agreement or letter of intent for a period of no less than three (3) years;

III. Eligible Improvements

- a. Materials for tenant build out (does not include the cost of labor).
- b. Permanent physical improvements to the interior of a building.
- c. Permanent physical improvements to the exterior of a building including signage.
- d. Maintenance elements may be included, but cannot consist of more than 25% of overall reimbursement amount. Normal maintenance work such as power washing/scraping, painting, tuck pointing, caulking are ineligible unless part of a larger façade improvement scope.
- e. Bonuses of up to \$5,000 are available for pandemic (COVID) business resiliency projects such as outdoor dining, outdoor gathering spaces, or HVAC improvements.



Lindenhurst Economic Assistance Program (LEAP)

Permanent Improvement Examples	Maintenance Element Examples
Doors	Blasting/Scraping
Electrical Conduit	Exterior Electrical Fixture Repair/Replacement and Lighting
Masonry	Landscaping
Structural Elements	Exterior Painting
Windows	Parking lot sealcoat, repair, and reconstruction (not striping)
Parking Lot Lighting	Sidewalk repair and reconstruction
Signage	
Life Safety and Accessibility	



LEAP Business Development Grants

I. Overview

Grants of up to \$20,000 are available to qualifying commercial projects within the corporate boundaries of the Village of Lindenhurst. The grant allows a qualifying applicant to be reimbursed up to 50% of costs. Applications are reviewed by Village staff and approved by the Village Board.

II. Applicant Eligibility

- a. Must be a new, expanding, or remodeling retail or restaurant establishment willing to invest in a location within the Village of Lindenhurst
- b. Projects must be valued at least \$5,000 in expenses
- c. All projects must commence within six (6) months of receiving written approval of the grant application. Projects must also be complete within twelve months of receipt of approval.
- d. An approved application is good for only one location within the Village of Lindenhurst over the life of the LEAP program.
- e. Applicants must own the subject property or be engaged in a contract to purchase a subject property, OR
 - i. Applicants who are tenants of commercial building must provide property owner's consent in writing, OR
 - ii. Applicants must show proof of a signed, written lease agreement or letter of intent for a period of no less than one (1) year;

III. Eligible Improvements

- a. Materials for tenant build out (does not include the cost of labor).
- b. Permanent physical improvements to the interior of a building.
- c. Permanent physical improvements to the exterior of a building including signage.
- d. Maintenance elements may be included, but cannot consist of more than 25% of overall reimbursement amount. Normal maintenance work such as power washing/scraping, painting, tuck pointing, caulking are ineligible unless part of a larger façade improvement scope.
- e. Bonuses of up to \$5,000 are available for pandemic (COVID) business resiliency projects such as outdoor dining, outdoor gathering spaces, or HVAC improvements.



Lindenhurst Economic Assistance Program (LEAP)

Permanent Improvement Examples	Maintenance Element Examples
Doors	Blasting/Scraping
Electrical Conduit	Exterior Electrical Fixture Repair/Replacement and Lighting
Masonry	Landscaping
Structural Elements	Exterior Painting
Windows	Parking lot sealcoat, repair, and reconstruction (not striping)
Parking Lot Lighting	Sidewalk repair and reconstruction
Signage	
Life Safety and Accessibility	



LEAP Sales Tax Rebates

I. Overview

The Village of Lindenhurst receives sales tax receipts based upon 1% of qualifying sales within our jurisdiction. The Village does not charge an additional sales tax above what is granted by statute. Grants are available to qualifying commercial projects within the corporate boundaries of the Village of Lindenhurst. The dollar amount of the sales tax rebate is based upon the amount of new sales tax generated for the Village and could be adjusted based upon other relevant factors as determined by the Village Board.

II. New Sales Tax

To the extent that sales tax revenues will be used as the basis for economic incentives, the incentives shall be determined based upon new sales tax generated from the business.

In the case of all newly established businesses, a base amount of sales tax revenue shall be determined by the Village Administrator for negotiation purposes based upon the Village Administrator’s review of the business plan or other documentation required in determining the anticipated sales tax that will be generated from the newly established business.

In the case of incentives for existing businesses, the Village Administrator shall determine a base amount using as a basis for negotiation purposes an amount which is not less than the annual average of the sales tax receipts attributed to the applicant’s business operated within the Village over the previous three (3) previous calendar years.

III. Incentives - Percentage of New Sales Tax

The Village should consider the following percentages when tax revenues are the basis for economic incentive:

<u>Base Amount</u>	<u>Percentage of New Sales Tax</u>
\$50,000 - \$249,999	30%
\$250,000 - \$499,999	40%
\$500,000 - \$999,999	50%
\$1,000,000 – plus	60%

IV. Tiered Sales Tax Incentives

- a. The Village may consider a tiered sales tax incentive structure that would provide for the percentage of new sales tax to vary from the framework listed above. In these cases, higher percentages could be considered during earlier years of the agreement



Lindenhurst Economic Assistance Program (LEAP)

when the applicant is able to demonstrate that without such a tiered incentive approach the project would not be feasible.

V. Enhanced Sales Tax Incentives

- a. The Village may consider an enhanced sales tax incentive structure that would provide for an increased percentage when sales tax received by the Village and generated by the business exceeds the base amount defined herein.



Lindenhurst Economic Assistance Program (LEAP)

(This page intentionally left blank.)



LEAP APPLICATION

Lindenhurst Economic Assistance Program

2301 E. Sand Lake Road, Lindenhurst, IL 60046 • www.lindenhurstil.org • mail@lindenhurstil.org • (847) 356-8252

The LEAP initiative was established by the Village to encourage a vibrant and diversified tax base, local employment opportunities and expansion of the local economy.

Please fill out this application completely – Type or Print

TYPE OF APPLICANT

- Retail/Restaurant Improvement** (50% of costs; Award capped at \$30,000) Minimum project cost of \$10,000
- All Other Commercial Business Development** (50% of costs; Award capped at \$20,000) Minimum project cost of \$5,000

BUSINESS INFORMATION

Applicant Name: _____

Business Name: _____

Business Address: _____

Business Phone Number: _____ Business Email: _____

Number of Employees: _____ EIN: _____

Description of Business: _____

CORRESPONDENCE INFORMATION (If different than DBA) Same as above

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

SCOPE OF WORK TO BE PERFORMED, INCLUDING ESTIMATED COSTS (May be attached separately)

TOTAL GRANT AWARD REQUESTED

COVID-19 IMPACT

1. Was your project impacted by the COVID-19 pandemic? Yes No
If yes, please explain:

2. Are you making these modification due to the COVID-19 pandemic? Yes No

If yes, please explain:

APPLICATION ATTACHMENTS

- Affidavit of Owners Consent/Letter of Intent/Signed Lease
- A notarized final waiver of lien, to be completed by the contractor or vendor.
- At least two (2) contractors’ work proposals, including a detailed cost estimate along with an indication of where the work will take place (interior, exterior, parking lot, grounds, etc.).
- Proof of General Liability Insurance with coverages under the commercial general liability insurance to be not less than \$1,000,000 per each occurrence and \$2,000,000 aggregate. Each policy shall name the Village as an additional insured.

NOTE: Applications will be prioritized based on the date of receipt of a completed application, up to the amount of available funding.

PAYMENTS At the completion of the work, the applicant must submit:

- A receipt or other acceptable document indicating that the work was paid in full. Copies are acceptable.
- A notarized final waiver of lien, to be completed by the contractor or vendor.
- A completed W-9 form.
- A fully executed reimbursement agreement.

NOTE: Disbursements are on a first-come/first-served basis, subject to fund availability.

TERMS & CONDITIONS

The Village of Lindenhurst (“Village”) reserves the right to modify any aspect of this program or end the program for any time without notice. Each application is reviewed on a case by case basis. Grants for retail/restaurants and other commercial businesses are not intended to be used in combination, but the Village Board may assemble different economic development incentives or amend the conditions of the programs based on the scope of investment of a particular applicant.

Completion of the application does not, in any way, provide an applicant any material or property right to an award. Grant awards will ultimately be reviewed by the Village Board who has the sole discretion on authorizing or approving award(s) to applicants upon their merit. All decisions of the Village Board are final.

All awarded applicants must enter into an incentive agreement with the Village which will dictate the terms and conditions of the grant award. No grant awards will be provided to any party without a fully executed incentive agreement which is in a form acceptable to the Village. An awarded applicant must agree to not remove any improvements for any reason without limitation for a period of three (3) years after receiving the grant money. If any awarded applicant removes improvements, or sells/vacates the benefitted property or properties for any reason within this three (3) year period, they must repay the grant award on a pro rata basis.


Initials

CERTIFICATION

Dated this _____ day of _____, 20____

I certify that the information contained in this application is true to the best of my knowledge.

Applicant

Title

FOR OFFICE USE ONLY	
Date Received: _____	Signature: _____
Disposition: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	

Proposal

Doors Done Right, Inc.

6215 Northwest Hwy Suite 201
Crystal Lake, IL 60014
815-356-5760

November 17, 2023

3 Legged Brew
2120 Grand Ave
Lake Villa IL 60046

Attn: Jeremy

Doors Done Right, Inc. ("DDR") proposes to furnish the following material, labor, equipment, and insurance to the above stated company/individual ("Customer") that is necessary for the completion of the below project:

Location: Back

1ea	76 x 86 x 5 3/4" Galvannealed steel frame
2ea	3-0 x 7-0 Galvannealed steel insulated Door
2ea	Stainless steel hinges
1ea	Standard Duty Closer
1ea	2000R Rim Exit Device 33"
1ea	Night Latch Pull
1ea	84 x 6" Lentil
2ea	Surface Bolt
1ea	Z Astragal
1ea	Rim Cylinder
1ea	72" Threshold
2ea	36" Sweep
1ea	Weather Stripping
1ea	Anchor & Caulk perimeter of frame

Installed Price \$6,138.59

All permits and fees are the responsibility of the customer. All material is guaranteed to be specified and the above work to be performed in accordance with the specifications submitted and completed in a professional manner for the sum of \$6,138.59. DDR is not responsible for any damage to masonry or drywall from removal of existing frames, doors, or materials. All scheduling is subject to change due to inclement weather - if your scheduled date is impacted, we will call to reschedule. Area of work will be broom swept when work is complete. A signed proposal is required before materials are ordered, whereby work will be scheduled to begin. PAYMENT IS DUE AT TIME OF SERVICES unless a completed credit application has been submitted and approved by DDR, of which is at the sole discretion of DDR and such approval for credit may be withdrawn and/or revoked at any time at the sole discretion of DDR. If paid by credit card DDR reserves the right to add a 3.27% credit card fee to the above Installed Price before processing payment. DDR will charge a 2% finance charge per month for any invoice that is not paid within 30 days of delivery. In the event of nonpayment, Customer will be sent to collections. In the event DDR retains an attorney to enforce the provisions of this agreement against Customer, brings a legal action or proceedings against Customer, has to defend any action or proceedings brought by or against Customer, including, appeals or proceedings in bankruptcy or receivership, DDR shall be entitled to recover from Customer its reasonable legal fees and expenses in such action or proceeding or otherwise, or may recover same in a separate action or subsequent proceeding. In addition, DDR may recover from Customer all collection costs it may incur by reason of Customers failure

to pay. We thank you for the opportunity to submit this bid and we hope that you will favor us through this order. This proposal is a firm offer for 30 days only and must be accepted within 30 days or it will become null and void. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the original estimate.

ACCEPTED BY: _____ **DATE:** _____

Walls

Studs

<https://www.homedepot.com/p/ClarkDietrich-ProSTUD-20-3-5-8-in-x-12-ft-20-Gauge-EQ-Galvanized-Steel-Wall-Framing-Stud-358VS2012H/206307511>

67+15+4 (86 studs 12ft) 86 x 12.95 (\$1113.70)

Floor/ceiling track

<https://www.homedepot.com/p/ClarkDietrich-ProTRAK-Twenty-Five-3-5-8-in-x-10-ft-25-Gauge-EQ-Galvanized-Steel-Track-362PDT125-15/311378868>

30 x 6.47 \$191.10

<https://www.homedepot.com/p/USG-Sheetrock-Brand-1-2-in-x-4-ft-x-12-ft-UltraLight-Dry-wall-14113411712/202530306>

34 x \$17.98 \$611.32

25 plywood \$500

Drop Ceiling

Tile

\$80

Grid

\$500

6000 sq ft paint ~30 gallons paint

<https://www.homedepot.com/p/BEHR-ULTRA-5-gal-Ultra-Pure-White-Extra-Durable-Eggshell-Enamel-Interior-Paint-Primer-275005/203202185>

6 x \$191 1146

Rollers, cleaner, etc

\$500

<https://www.homedepot.com/p/JELD-WEN-47-5-in-x-35-5-in-V-4500-Series-White-Vinyl-Picture-Window-w-Low-E-366-Glass-THDJW142100102/205807126>

Walkin Windows

6x\$358 \$2148



CONTRACT

Prepared for: Jeremy Scherbert 2120 East Grand Avenue Lindenhurst, IL 60046 joramy@3legged.com (386) 690-6070	November 17, 2023	No. 8686 Encore Concrete Coatings Carter Holland 120 Prairie Lake Road, East Dundee, IL 60118 P: (847) 428-7300 carter@encoreconcretecoatings.com encoreconcretecoatings.com
---	--------------------------	---

1467 COMMERCIAL FLOOR

3 Level - Commercial Floor Coating



3 Level - Commercial Floor Coating

Quantity	Measurement
1	1467 (Sq Ft)

Notes

- 1-INCLUDED - Diamond grinding and surface prep for permanent adhesion
- 2-INCLUDED - Repair and restoration of flat surfaces and touch up of vertical surfaces
- 3-INCLUDED - Caulking any gaps along floor edge (per option)
- 4-INCLUDED - Even application of poly basecoat over prepped concrete surfaces
- 5-INCLUDED - Heavy broadcast of acrylic flake blend
- 6-INCLUDED - Removal of excess flakes and scraping to achieve slightly textured profile
- 7-INCLUDED - Adding slip resistant grit if required per customer
- 8-INCLUDED - Even application of gloss poly topcoat over flake layer

Floor Condition Level 3	Total Sq Ft 1467	Total No. of Step(s) 0
Verticals To Be Coated No	Vertical Heights Up To 12' High	Flake Color Smoke
Slip Resistance Grit Level Standard Resistance Grit Level		

Price: ~~\$14,537.97~~ \$11,630.37

Existing Commercial Grade Coating Removal



Existing Commercial Grade Coating Removal

Quantity	Measurement
1	1467 (Sq Ft)

Notes

Additional grind time is required to prep over existing Commercial Grade Coating to assure solid adhesion of our coating system. Extent of removal of existing coating will be determined once on-site.

Price: ~~\$1,731.06~~ \$1,384.85

Discounts

20% Off Greater Than 500 SF

	Discount 20.00%
--	---------------------------

Pricing

Subtotal	\$16,269.03
Discount	\$3,253.81
Grand Total:	\$13,015.22
Deposit Amount:	\$3,904.56

Walls

Studs

<https://www.homedepot.com/p/ClarkDietrich-ProSTUD-20-3-5-8-in-x-12-ft-20-Gauge-EQ-Galvanized-Steel-Wall-Framing-Stud-358VS2012H/206307511>

67+15+4 (86 studs 12ft) 86 x 12.95 (\$1113.70)

Floor/ceiling track

<https://www.homedepot.com/p/ClarkDietrich-ProTRAK-Twenty-Five-3-5-8-in-x-10-ft-25-Gauge-EQ-Galvanized-Steel-Track-362PDT125-15/311378868>

30 x 6.47 \$191.10

<https://www.homedepot.com/p/USG-Sheetrock-Brand-1-2-in-x-4-ft-x-12-ft-UltraLight-Dry-wall-14113411712/202530306>

34 x \$17.98 \$611.32

25 plywood \$500

Drop Ceiling

Tile

\$80

Grid

\$500

6000 sq ft paint ~30 gallons paint

<https://www.homedepot.com/p/BEHR-ULTRA-5-gal-Ultra-Pure-White-Extra-Durable-Eggshell-Enamel-Interior-Paint-Primer-275005/203202185>

6 x \$191 1146

Rollers, cleaner, etc

\$500

<https://www.homedepot.com/p/JELD-WEN-47-5-in-x-35-5-in-V-4500-Series-White-Vinyl-Picture-Window-w-Low-E-366-Glass-THDJW142100102/205807126>

Walkin Windows

6x\$358 \$2148

3 compartment sink

<https://www.webstaurantstore.com/regency-94-16-gauge-stainless-steel-three-compartment-commercial-sink-with-2-drainboards-18-x-24-x-14-bowls/600S318242X.html>

\$809.00

Mop Sink

<https://www.webstaurantstore.com/regency-25-16-gauge-stainless-steel-one-compartment-floor-mop-sink-20-x-16-x-6-bowl/600SM16206.html>

\$286.49

Hand Sink

<https://www.webstaurantstore.com/sani-lav-605d-16-x-15-1-2-wall-mounted-hands-free-sink-with-1-double-knee-operated-faucet/484605D.html>

\$452.99

Baby changing station

<https://www.webstaurantstore.com/american-specialties-inc-10-9013-stainless-steel-recessed-horizontal-baby-changing-station/961109013.html>

\$1,924.20

Soap dispenser

<https://www.webstaurantstore.com/american-specialties-inc-roval-10-20364-33-8-oz-stainless-steel-automatic-liquid-soap-sanitizer-dispenser/96120364.html>

\$154.10

Toilet

<https://www.menards.com/main/bath/toilets/commercial-toilets/american-standard-yorkville-water-efficient-white-tall-elongated-pressure-assisted-toilet/>

\$569.31

Bathroom sink

<https://www.menards.com/main/bath/bathroom-sinks/wall-mount-bathroom-sinks/tuscany-reg-henley-32w-x-18d-white-rectangle-wall-mount-bathroom-sink/mc90862/p-1642874270269677-c-1524576222137.htm>

\$159.99

<https://www.menards.com/main/bath/bathroom-faucets/bathroom-sink-faucets/tuscany-reg-abbeville-two-handle-8-widespread-polished-chrome-bathroom-faucet/8338c/p-1567664921273-c-5909.htm>

\$109.00

ADA Grab bar

\$100

[https://www.menards.com/main/electrical/conduit-conduit-fittings-raceways/conduit/bl
ack-emt-conduit/7370110000/p-1512027023483-c-6423.htm](https://www.menards.com/main/electrical/conduit-conduit-fittings-raceways/conduit/bl
ack-emt-conduit/7370110000/p-1512027023483-c-6423.htm)

Conduit

1000' x \$1.50/foot \$1500

[https://www.menards.com/main/electrical/electrical-boxes-covers/electrical-boxes/rac
o-4-steel-round-ceiling-fan-fixture-electrical-box/296/p-1444451763770-c-6425.htm?ex
p=false](https://www.menards.com/main/electrical/electrical-boxes-covers/electrical-boxes/rac
o-4-steel-round-ceiling-fan-fixture-electrical-box/296/p-1444451763770-c-6425.htm?ex
p=false)

Light fixture box

\$6.68 x 30 \$200.40

Electrical Boxes

[https://www.menards.com/main/electrical/electrical-boxes-covers/electrical-boxes/rac
o-4-galvanized-steel-square-electrical-box/8192/p-1444451776865-c-6425.htm?exp=false](https://www.menards.com/main/electrical/electrical-boxes-covers/electrical-boxes/rac
o-4-galvanized-steel-square-electrical-box/8192/p-1444451776865-c-6425.htm?exp=false)

\$1.98 x 40 \$79.20

Wire 12 Gauge

[https://www.menards.com/main/electrical/electrical-wire-cable/thhn-electrical-wire/s
tranded-thhn-building-wire/22966658/p-1444442920331-c-1525874617505.htm](https://www.menards.com/main/electrical/electrical-wire-cable/thhn-electrical-wire/s
tranded-thhn-building-wire/22966658/p-1444442920331-c-1525874617505.htm)

1000' Red, Blue, Black, White, Green 12gauge

\$90 x 10 \$900

Wire 6 gauge (Walk-in)

Red, Blue, Black, White, Green

100' Red, Blue, Black, White, Green

\$117 x 5 \$585

Misc Fittings (Couplers, etc)

\$500



Quote

Date: November 15, 2023

Per: 3 Legged Brewing
Re: used 3 hp medium temp system
+35 degree cooler storage
For used 14'1"x16'5"x9'5"h cooler without floor
3 phase, 208/230 volt power supply

Salesperson: **Paul Mackey**

We do not have a used 3 hp condensing unit in stock at present thus the quote below for a surplus-used 3hp system. The surplus unit below was mnfg'ed 2020, has never been installed and is beyond factory warranty.

Surplus-used 3 hp medium temp system to include "a&b" below:

- A)-(1) surplus 3 hp heatcraft mnfg outdoor condensing unit (mnfg'ed 2020)
Unit mod: mch0032mcache0200 with copelaweld compressor, awef #7.60
208-230 volt, 3 phase, r-449a
Unit includes an electric defrost timer
Rating: 25,760 btuh @ +25 degree sst
- B)-(1) used chandler mnfg low profile cooler evaporator
Mod: bel0250bs6amab0100, air-defrost, 2,440 cfm
4 fans, 208/230 volt, 1 phase
Approx dim: 16" deep x 78" wide x 18" high, awef #9.00
Rating: 24,600 btuh @ 10 degree td (r-448a/r-449a)

Notes: system sized for +35 degree room temp, +25 degree sst, +95 degree ambient and operation on refrigerant r-449a. Evaporator txv not included.

\$11,800. Package price with used 14'1"x16'5"x9'5"h cooler, fob Oshkosh, wi.

Cabinets

<https://www.homedepot.com/p/Hampton-Bay-Hampton-36-in-W-x-24-in-D-x-34-5-in-H-Assembled-Base-Kitchen-Cabinet-in-Satin-White-with-Drawer-Glides-KB36-SW/202266750>
32 linear feet * \$100/foot \$3200

Countertops

<https://www.menards.com/main/building-materials/lumber-boards/boards/mastercraft-reg-5-4-x-24-edge-glued-board/1035070/p-1537252056485-c-13115.htm>
4x 80.19

Epoxy

<https://www.amazon.com/Stone-Coat-Countertops-Epoxy-Kit/dp/B0BWS99MC5>
\$190.39

Backsplash

<https://www.menards.com/main/kitchen/backsplashes-wall-tiles/aspect-trade-12-x-12-ancient-cork-peel-stick-collage-beveled-backsplash-tile/ac020/p-1642874293883887-c-8163.htm>
85x \$9.99 \$849.15

Taps

<https://www.beveragefactory.com/draftbeer/towers/triplefaucet/kegco-hdt301-3-faucet-hot-draft-tower.html>
5x \$999 \$4995



SIGN CENTRAL
 36757 N. RT. 83
 LAKE VILLA, IL 60046

Estimate

Date	Estimate #
10/3/2023	3181

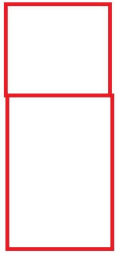
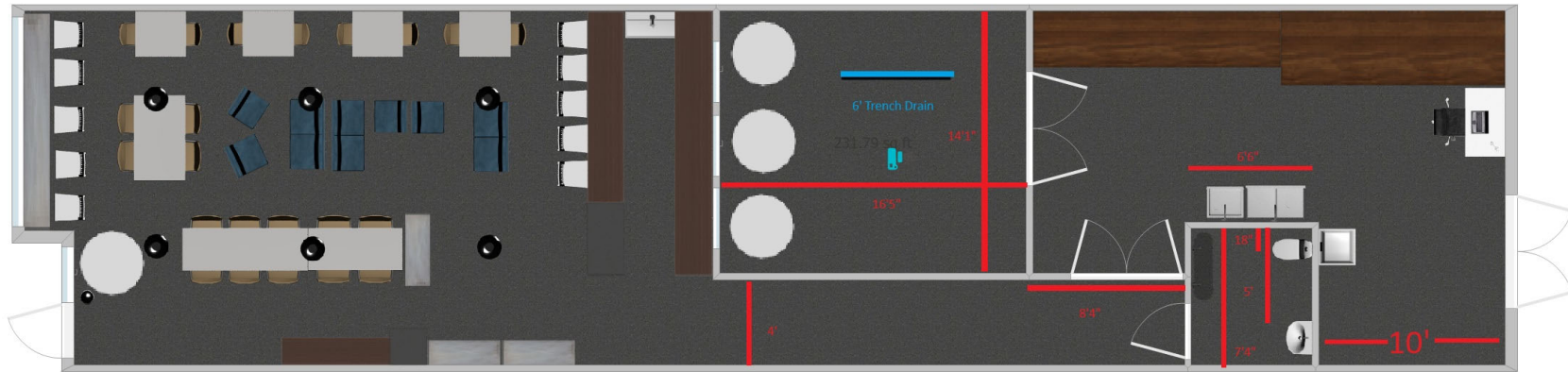
Name / Address
3 LEGGED BREWERY LINDENHURST, IL

Project

Item	Description	Qty	Cost	Total
ILLUMINATED ...	OVERALL SIZE 54" X 216" 48" LOGO 21.6" - 3 LEGGED WITH BLACK PERFORATED DAY NIGHT PLASTIC 15" X 143" BOX WITH VINYL ALL LED ILLUMINATION POWER SUPPLY INSTALLED	1	6,825.00	6,825.00T
PERMITS/PROCE	PERMITS AND PROCESSING Sales Tax	1	300.00 3.75%	300.00 255.94
Total				\$7,380.94

Customer Signature _____

Phone #
847-543-7600







Suggested Motion

- D. Move to authorize the execution of a LEAP economic incentive agreement with Preston Vet, Ltd. d/b/a Lindenhurst Animal Hospital in the amount of \$30,000 for the property located at 2595 E. Grand Avenue.**

Roll Call:

_____ _____ _____ _____ _____ _____
Dickson Dunham Rosten Suchy Chybowski Grace

***THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:***

Village of Lindenhurst
Attn: Village Clerk
2301 E. Sand Lake Rd.
Lindenhurst, IL 60046

Above space reserved for recorder's use

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF LINDENHURST

AND

**PRESTON VET LTD
(d/b/a Lindenhurst Animal Hospital)**

(2595 E. Grand Avenue, Lindenhurst, IL 60046)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("*Agreement*"), is dated the _____ day of _____, 2023 ("*Effective Date*"), and is by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois ("*Village*") and **PRESTON VET, LTD.** ("*Recipient*") (the Village and Recipient are collectively referred to as "*Parties*" and sometimes individually as a "*Party*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Recipient is the legal owner of the property commonly known as 2595 E. Grand Avenue, Lindenhurst, Illinois, legally described in Exhibit A ("*Property*").

B. The Recipient operates a veterinary clinic known as Lindenhurst Animal Hospital ("*Business*") on the Property.

C. The Village administers the Lindenhurst Economic Assistance Program ("*LEAP*") allowing businesses to apply for and receive Village economic incentive awards for certain purposes.

D. The Recipient submitted the application attached as Exhibit B ("*Application Documents*") seeking a LEAP economic incentive award.

E. The Recipient specifically seeks an economic incentive award to encourage private investment in Business and the Property, including, without limitation, making the improvements more fully described on Exhibit C ("*Improvements*").

F. The Improvements' cost exceeds the Recipient's ability to realize a reasonable return on its investment and remain a viable and competitive business in the Village.

G. Pursuant to the Illinois Municipal Code, including, without limitation, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, making awards to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village.

H. The Village Board find that it is necessary and desirable to provide the Recipient an economic incentive award in the amount of \$30,000, and that doing so is consistent with LEAP rules and regulations.

SECTION 2. ECONOMIC INCENTIVE AWARD.

A. Subject to this Agreement’s terms, the Village agrees to provide to the Recipient an award in the amount of thirty-thousand and 00/100ths (\$30,000.00) Dollars (“*Award*”) to allow the Recipient to invest in the Business and to support the Business’s success in the Village.

B. Upon completing installing the Improvements and the Village’s issuance of a full and binding occupancy certificate affirming completion of the Improvements in accordance with this Agreement and all Village codes, rules, and regulations, as amended, the Recipient shall submit to the Village: (1) a properly executed statement / bill of sale showing the full cost of the Improvements, including, without limitation, labor, materials, and equipment necessary to install the Improvements; (2) proof of payment of all costs associated with the Improvements; (3) final lien waivers from all of Recipient’s contractors, subcontractors, employees, or individuals providing any services concerning the Improvements; and (4) all other documentation reasonably requested by the Village concerning the Improvements or the Business (collectively, “*Recipient Documents*”).

C. Within thirty (30) days of receiving a complete set of Recipient Documents, the Village will issue a check to the Recipient in the amount of the Award. In no case shall the Village’s payment exceed the Award amount, regardless of the amount of any costs incurred by the Recipient.

SECTION 3. MAINTENANCE.

A. Upon Recipient’s completion of the Improvements pursuant to this Agreement and at all times during this Agreement’s term, the Recipient shall be responsible for preserving and maintaining the Improvements in the condition and state set forth on Exhibit C and in full compliance with all Village codes, rules, and regulations, as amended, including, without limitation, this Agreement and LEAP rules and regulations.

B. The Village Administrator or his designee (“*Administrator*”) may, upon reasonable notice, periodically review the progress and condition of the Improvements. Such inspections shall not replace or be a substitute for any required inspection by the Village or other entity with jurisdiction over the Property. All improvements the Village finds not to be in compliance with Exhibit C shall be immediately remedied by the Recipient and deficient or improper improvements shall promptly be replaced and made to comply with Exhibit C.

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

A. If, within three (3) years of the date the Village delivers the Award to the Recipient, the Recipient relocates its business outside of the Village, ceases business operations, fails to comply with the terms of this Agreement, fails to comply with LEAP rules and regulations, or fails to maintain the Improvements in the condition and state set forth on Exhibit C (collectively, “*Default Event*”), the Recipient must refund the Village in accordance with the following:

Timing of Default Event

Percentage of Award that must be refunded

Within 1 year of Award payment	100%
Within 2 years of Award payment	67%
Within 3 years of Award payment	33%

B. If the Recipient fails for any reason whatsoever to: (1) apply for and obtain all permits and approvals necessary to construct the Improvements within 6 months of the Effective Date; (2) apply for and receive from the Village a full and binding occupancy certificate for the Improvements within 12 months of the Effective Date; and (3) obtain all Village, county, state, and federal certificates, licenses, and permissions necessary to operate the Improvements within 12 months of the Effective Date, this Agreement and the Parties' rights and obligations hereunder will automatically terminate, and the Recipient shall not be entitled to receive any Award.

C. If the Recipient fails for any reason whatsoever to complete the Improvements in conformity with Exhibit C and the terms of this Agreement, then upon written notice given by the Administrator to the Recipient, this Agreement shall terminate and all the Village's obligations and duties under this Agreement, including, without limitation, the payment of the Award to the Recipient, shall become null and void.

D. In the event that the Recipient fails for any reason whatsoever to pay any amount owed pursuant to Section 4.A., or otherwise violates any provision of this Agreement or LEAP rules and regulations, the Village may pursue, and hereby reserves, any and all remedies, including, without limitation, all remedies available at law or in equity. This Section 4.D. shall survive the voluntary or involuntary termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance. Recipient will procure and deliver to the Village evidence of such insurance policies, at the Recipient's cost and expense, and shall maintain in full force and effect through the term of this Agreement, a policy or policies of commercial general liability insurance and, during any period of constructing the Improvements, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than one million and no/100 (\$1,000,000.00) dollars each occurrence and two million and no/100 (\$2,000,000.00) dollars aggregate. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village Attorney to protect the Village and the Recipient against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property. Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereunder. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of any policy required hereunder.

B. Village Review. The Recipient acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, including, without limitation, the issuance of any approvals, permits, certificates, or acceptances for the Property or the Village's approval of this Agreement, that the Village's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed

to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

C. Village Procedure. The Recipient acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

D. Indemnity. The Recipient releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, investigations, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Improvements, the Property, or the Agreement, including, without limitation, actions or claims arising from or related to the Prevailing Wage Act (820 ILCS 30/0.01, *et seq.*) ("*Act*"). The Recipient further covenants and agrees to pay for or reimburse the Village and its elected and appointed officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, and expenses incurred in connection with investigating, defending against, or otherwise in connection with any such losses, claims, damages, liabilities, investigations, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive this Agreement's voluntary or involuntary termination.

The Recipient understands and acknowledges that, depending on how the Recipient uses the Award, the Award and any work or labor the Recipient purchases with the Award may become subject to the Act. The Recipient covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Act. All contracts subject to the Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Recipient shall provide the Village with copies of all such contracts entered into by the Recipient or others to evidence compliance with this Section. The Recipient together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Act. The Recipient will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

SECTION 6. RECIPIENT'S OBLIGATIONS.

A. Construction of Improvements.

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate,

submitted to and approved by the Village. Further, the Recipient will at all times operate and maintain the Improvements, Business, and Property in compliance with all applicable Village, state, and federal laws, ordinances, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, life safety codes, and tax ordinances, rules, and regulations of the Village, as the same may be amended from time to time.

2. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until the Recipient has received approval from all necessary Village commissions, boards, and departments, and has been issued valid and binding building permits. Further, no business operation or occupancy of the Property may occur prior to the issuance of a full and binding occupancy certificate.
3. Fees, Costs, and Expenses. The Recipient shall be responsible for and pay all Village imposed fees on the construction and operation of the Business, including, without limitation: a) all Village costs incurred administering LEAP and the Agreement; b) all Village costs incurred drafting and negotiating this Agreement, including legal fees and expenses; and c) the Village's costs and fees incurred enforcing this Agreement, including reasonable legal fees, expenses, and appeal costs and fees.
4. Modifications to Improvements. For the time period beginning on the Effective Date and ending on the third anniversary of the date the Village delivers the Award to the Recipient, the Recipient shall not enter into any Agreement or contract or take any action or inaction to alter, change or remove the Improvements, or the approved design thereof, nor shall Recipient undertake any other changes, by contract or otherwise, to the Improvements unless such changes are first submitted to the Administrator, and any additional review body designated by the Administrator, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in Exhibit C.

B. Certificate of Assistance. The Recipient agrees to place a certificate, in a form provided by the Village, indicating the Recipient is a participant in LEAP, in the front window or other location on the premises that is visible to the public during this Agreement's term.

SECTION 7. TERM.

Except as otherwise provided herein, this Agreement's term shall begin on the Effective Date and end on the third anniversary of the date the Village delivers the Award to the Recipient.

SECTION 8. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Lake County Recorder at Recipient's expense. All contracts and deeds of conveyance relating to the Property,

or any part thereof, and all contracts conveying an ownership interest in the Business, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by any of the Parties hereto without prior written consent of the other Parties.

D. LEAP. The Recipient represents and warrants that the statements and representations in the Application Documents are true, accurate, and complete. Recipient's failure to provide truthful, accurate, or complete Application Documents, shall constitute a Default Event and relieve the Village of its duties and obligations under this Agreement, including, without limitation, payment of the Award.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

F. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Parties pursuant to all applicable statutory procedures.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Recipient shall be addressed to, and delivered at, the following address:

Lindenhurst Animal Hospital
Attn: Dr. Pamela Preston
1804 Neuway Lane

Antioch, Illinois 60002

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Lindenhurst
2301 E. Sand Lake Rd
Lindenhurst, Illinois 60046
Attn: Village Administrator

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attn: Julie A. Tappendorf

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement shall be in the Circuit Court of Nineteenth Judicial Circuit, Lake County, Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement, and any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

M. Exhibits. Exhibits A – C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. Any conflict between the terms of this Agreement and its exhibits shall be resolved in favor of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents to the Recipient that the persons executing this Agreement on its behalf have been properly authorized to do so by its Village Board.

2. The Recipient. The Recipient hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property

as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Recipient will (a) result in a breach or default under any agreement to which the Recipient is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Recipient or the Property are subject, and to which the Recipient has actual or constructive knowledge.

O. Freedom of Information Act Compliance. The Recipient agrees to maintain, without charge, all records and documents concerning or relating to this Agreement and the Property in accordance with the Freedom of Information Act 5 ILCS 140/1, *et seq.* (“**FOIA**”). Upon Village’s request, the Recipient shall produce all records requested by Village within the timeframe requested by Village, and if additional time is needed to compile the requested records, the Recipient shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

VILLAGE OF LINDENHURST, an Illinois municipal corporation

By: _____
Dominic Marturano, Mayor

ATTEST:

By: _____
Melissa Forsberg, Village Clerk

Dated: _____

PRESTON VET, LTD d/b/a Lindenhurst Animal Hospital

By: _____

Name: Pamela Preston

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY THAT** Pamela Preston, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Dominic Marturano and Melissa Forsberg, the Mayor and Village Clerk, respectively, of the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 202__.

Signature of Notary

Seal

My Commission expires: _____

Exhibit A

Property's Legal Description

P.I.N.: 06-12-102-022

Commonly Known As: 2595 E. Grand Avenue, Lindenhurst, Illinois

Exhibit B

Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]

4825-0366-0126, v. 2



LEAP APPLICATION

Lindenhurst Economic Assistance Program

2301 E. Sand Lake Road, Lindenhurst, IL 60046 • www.lindenhurstil.org • mail@lindenhurstil.org • (847) 356-8252

The LEAP initiative was established by the Village to encourage a vibrant and diversified tax base, local employment opportunities and expansion of the local economy.

Please fill out this application completely - Type or Print

TYPE OF APPLICANT

- Retail/Restaurant Improvement** (50% of costs; Award capped at \$30,000) Minimum project cost of \$10,000
 All Other Commercial Business Development (50% of costs; Award capped at \$20,000) Minimum project cost of \$5,000

BUSINESS INFORMATION

Applicant Name: Pamela Preston
Business Name: Preston Vet Ltd DBA Lindenhurst Animal Hospital
Business Address: 2595 E. Grand Av Lindenhurst, IL 60046
Business Phone Number: 847-356-1516 Business Email: lindenhurstpetvets@att.net
Number of Employees: 10 EIN: 36-43388693
Description of Business: Animal Hospital

CORRESPONDENCE INFORMATION (If different than DBA)

Same as above

Name: Pamela Preston
Address: 1804 Newway Lane Antioch IL 60002
Phone Number: 847-977-9695 Email Address: nicowoolf@att.net

SCOPE OF WORK TO BE PERFORMED, INCLUDING ESTIMATED COSTS (May be attached separately)

Addition to enclose 13 runs to secure the back of the building.

TOTAL GRANT AWARD REQUESTED

\$30,000⁰⁰

COVID-19 IMPACT

1. Was your project impacted by the COVID-19 pandemic?
If yes, please explain:

Yes No

2. Are you making these modification due to the COVID-19 pandemic? Yes No
If yes, please explain:

APPLICATION ATTACHMENTS

- Affidavit of Owners Consent/Letter of Intent/Signed Lease
- A notarized final waiver of lien, to be completed by the contractor or vendor.
- At least two (2) contractors' work proposals, including a detailed cost estimate along with an indication of where the work will take place (interior, exterior, parking lot, grounds, etc.).
- Proof of General Liability Insurance with coverages under the commercial general liability insurance to be not less than \$1,000,000 per each occurrence and \$2,000,000 aggregate. Each policy shall name the Village as an additional insured.

NOTE: Applications will be prioritized based on the date of receipt of a completed application, up to the amount of available funding.

PAYMENTS At the completion of the work, the applicant must submit:

- A receipt or other acceptable document indicating that the work was paid in full. Copies are acceptable.
- A notarized final waiver of lien, to be completed by the contractor or vendor.
- A completed W-9 form.
- A fully executed reimbursement agreement.

NOTE: Disbursements are on a first-come/first-served basis, subject to fund availability.

TERMS & CONDITIONS

The Village of Lindenhurst ("Village") reserves the right to modify any aspect of this program or end the program for any time without notice. Each application is reviewed on a case by case basis. Grants for retail/restaurants and other commercial businesses are not intended to be used in combination, but the Village Board may assemble different economic development incentives or amend the conditions of the programs based on the scope of investment of a particular applicant.

Completion of the application does not, in any way, provide an applicant any material or property right to an award. Grant awards will ultimately be reviewed by the Village Board who has the sole discretion on authorizing or approving award(s) to applicants upon their merit. All decisions of the Village Board are final.

All awarded applicants must enter into an incentive agreement with the Village which will dictate the terms and conditions of the grant award. No grant awards will be provided to any party without a fully executed incentive agreement which is in a form acceptable to the Village. An awarded applicant must agree to not remove any improvements for any reason without limitation for a period of three (3) years after receiving the grant money. If any awarded applicant removes improvements, or sells/vacates the benefitted property or properties for any reason within this three (3) year period, they must repay the grant award on a pro rata basis.

RP
Initials

CERTIFICATION

Dated this 20 day of November, 2023

I certify that the information contained in this application is true to the best of my knowledge.

Palph
Applicant

owner
Title

FOR OFFICE USE ONLY	
Date Received: _____	Signature: _____
Disposition: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	



WALDRON CONSTRUCTION, LLC

CUSTOM BUILDERS

889 Main Street • Antioch, IL 60002 • Phone: 224-788-9173

Lindenhurst Animal Hospital
Cell: 8479779695

Job Address:
2595 E Grand Ave/2595 Emerald Way
Lindenhurst, IL 60046

Print Date: 8-16-2023

Lindenhurst Animal Hospital-Addition

Items	Description	Qty/Unit	Unit Price	Price
Dumpster allowance ... 6100 - DUMPSTER	2 -30 yrd dumpster allowance if more is needed we will add a CO.	1	\$1,500.00	\$1,500.00
Permit service TBD 1010 - Building permits	Permits will be a Change order once the Village sends us the amount for the permits once applied.	1	\$0.00	\$0.00
Engineer Site drawings TBD ... 1010 - Stamp Drawings Blue Prints		1	\$0.00	\$0.00
Carpenter and materials 5200 - Carpenter	Supply material and labor to build addition to existing building as per print dated 08/03/23	1	\$24,050.60	\$24,050.60
Plumbing 5710 - Plumbing	<p>We will install four new trench drains in the proposed kennel area to exit the building by gravity to the exterior. Drains will have metal grates. Does not include any exterior site work.</p> <p>Andersen Plumbing is not responsible for the condition of the existing systems, existing water pressure, unforeseen piping in ceilings or walls etc. Any warranty work on fixtures that are re-used or not supplied by us will be billed as extra. Any permits are the home owner's responsibility. Pricing is valid for a maximum of 90 days from the date of quote.</p>	1	\$4,640.00	\$4,640.00
Electric 5730 - Electrical	<p>7-20 amp GFCI 7-ceiling light openings 2-ceiling fan openings 1-weatherproof GFCI 1-outdoor sconce opening 3-switches 3-circuits from panel</p>	1	\$10,650.00	\$10,650.00

Items	Description	Qty/Unit	Unit Price	Price
Excavating 2000 - Excavation and backfill	Dig trench wall for addition Cut dirt down for slab Haul out extra dirt Black dirt, seed and straw. *NOTE NOT RESPONSIBLE FOR ANY DAMAGE TO DRIVEWAY.	1	\$7,984.90	\$7,984.90
Concrete 2110 - Concrete Foundation Work	footings: 5 bag mix 24in widex 12in thick walls: 3ft 10inx 12in wide with 2#4 rebar top and bootom 5 bag mix floor: 4 in thick 6 bag mix colored concrete with 6 mill vapor barrier and wire mesh, saw cut control joints, broom finish pitched to drains. " Drains to be installed by plumber"	1	\$26,520.00	\$26,520.00
Roofing 4150 - Roofing labor	Option 1: New Roof on Animal Hospital Expansion Only (excludes any roof work on existing structures) 1. Inspect roof decking. Roof decking to be installed by others at customer's expense. 2. Install 6' of Ice and Water Shield starting at the gutter edge and extending up the roof. Ice and Water Shield will also be installed in all the valleys and around all vertical penetrations in the roof, chimney, etc. 3. Install a CertainTeed High Performance Select Vapor Barrier (synthetic felt) over the remainder of the roof that is not covered by Ice and Water Shield. 4. Install a Swift Start starter course to allow for 130 M.P.H wind rating. 5. Install Ridge Vents or Slant Back Roof Vents depending upon which is more appropriate for your roof, based upon the roof's configuration and pitch. 6. Install a Lifetime Landmark CertainTeed shingle. 7. Install flashing on all pipes, chimneys and areas needed. 8. All Shingles will be installed according to Manufacturer's specifications, except areas that need to be better protected to ensure you achieve maximum life out of your roof. 9. Not responsible for satellite dish, if adjustments are needed. 10. Permits: The actual cost of the necessary permit(s) will be an additional cost. 11. Any skylights will be an additional cost. Any interior work related to skylight installation will be customer's responsibility. 12. All material and work guaranteed to be as specified above and completed in a good and workmanlike manner. All work will be performed by fully insured workmen	1	\$7,425.00	\$7,425.00
Siding, gutters, soffit & fascia 3400 - Exterior siding	Option 2: Exterior Work - Vinyl Siding, Soffit, Fascia & Gutters (Work will be performed on expansion area only) 1. Supply and install new D4 .044 vinyl siding. All siding to be installed according to manufacturer's specifications with all associated flashings and sealants. 2. Supply and install vinyl J channel to the windows/doors on entire perimeter. 3. Supply and install aluminum fascia with aluminum soffit panels to all overhangs on entire roof line perimeter. (New addition only) 4. Supply and install new 5" K style .032-gauge aluminum seamless gutters to the new addition with 3"x4" downspouts. 5. At the corners use aluminum box miters. 6. Install outlets to all the downspouts. 7. Fasten the gutters with standard duty hangers to the fascia and joists. 8. Clean the work areas and dispose of the debris.	1	\$11,564.00	\$11,564.00
Insulation 4400 - Insulation		1	\$6,295.90	\$6,295.90

Items	Description	Qty/Unit	Unit Price	Price
Windows and door ... 3300 - WINDOW MATERIAL	Pella windows and one exterior door solid settle with keypad entry 6: 3636 Left Casement Frame Size: 35 1/2 X 35 1/2 x6 windows General Information: Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Wash Hinge Hardware, Fold-Away Crank, White, WOCD (ASTM F2090), No Limited Opening Hardware Screen: Full Screen, InView™ Performance Information: U-Factor 0.26, SHGC 0.25, VLT 0.46, CPD PEL-N-239-00043-00001, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11, Clear Opening Width 23.869, Clear Opening Height 30.376, Clear Opening Area 5.035033, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)	1	\$13,405.36	\$13,405.36
Driveway patch allowance ... 6300 - Asphalt Drives, Walks	\$4,760.00 allowance	1	\$4,760.00	\$4,760.00
HVAC 5700 - HVAC	TRANE/MITSUBISHI MULTI HYPER HEAT HEATING AND COOLING CONDENSER WITH TWO INDOOR AIR HANDLERS INSTALLED. PROJECT SCOPE NEW BUILD Mitsubishi/Trane Hyper Heat 36k BTU heating and cooling system condenser and two wall mount 18k air handlers installed. Install new condenser base pad and level using pea gravel. Install refrigerant lineset flushing agent and make all necessary lineset connections. Install dry nitrogen through line set during soldering to prevent contamination. Install new coil condensate drain lines with tee for future clearing of drain lines. Electrical for condensers to be provided by GC electrician. Charge with PURON R410A refrigerant to manufacture's design subcooling. Test new system upon completion to ensure optimal performance and comfort. NEW EQUIPMENT WARRANTY TEN YEARS ON ALL FUNCTIONAL TRANE/MITSUBISHI PARTS. ONE YEAR ON LABOR .	1	\$21,906.30	\$21,906.30
Fans and light fixture allowance 5731 - Electrical fixtures	Fans and light fixture allowance	1	\$3,750.00	\$3,750.00
Interior finishes water proof 3400 - Exterior siding	Option 3: Interior Work – PVC Panels, Interior Vinyl Siding, Aluminum (non-vented) Soffit (Work will be performed on expansion area only) 1. In the expansion area, supply and install new solid aluminum soffit on the entire new ceiling. 2. Supply and install new PVC panels on the walls of the expansion area from the floor up to 4' ft. heigh. At transition between top of PVC panels & ceiling line, supply and install new .046 D4 vinyl siding. All siding to trim transitions to be sealed using OSI Quad sealant. Note: PVC panels will be white. Vinyl siding color to be determined. 3. Supply and install PVC trim boards to the windows/doors. 3/4x4" on entire perimeter. 4. Where the PVC panels meet the floor, supply and install a 1x6 PVC trim. 5. Clean the work areas and dispose of the debris.	1	\$22,012.20	\$22,012.20

Items	Description	Qty/Unit	Unit Price	Price
Contingency for fencing ,drains and vents 6490 - Fences		1	\$40,000.00	\$40,000.00

Total Price: \$206,464.26

I confirm that my action here represents my electronic signature and is binding.

Signature:

Pamela

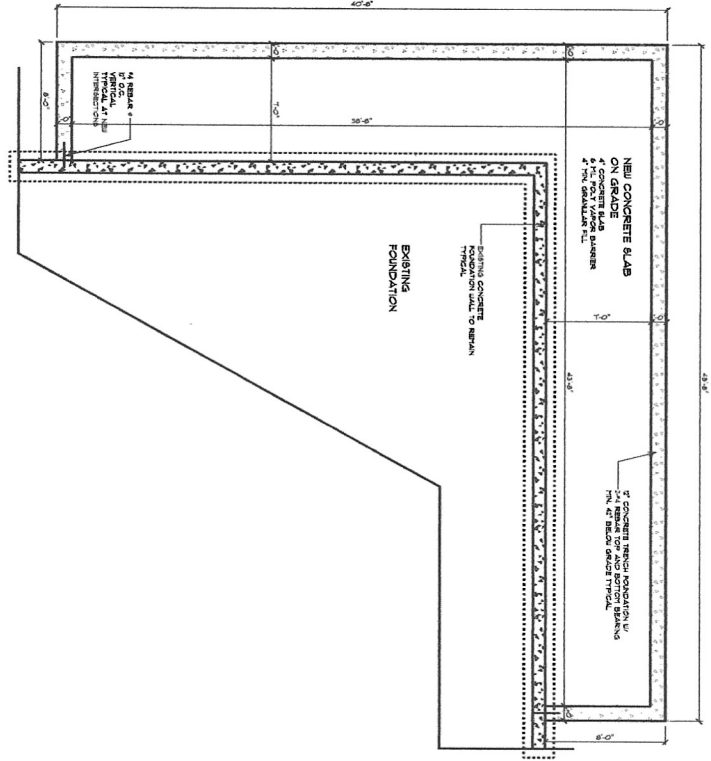
Date:

8/17/23

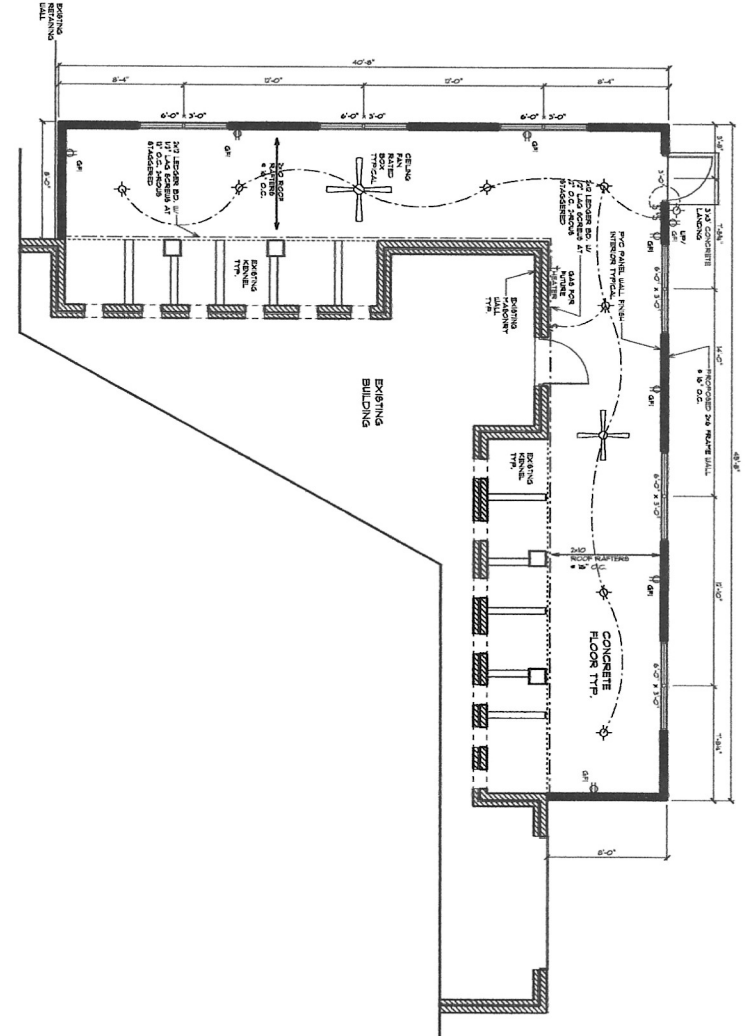
Print Name:

Pamela Preston

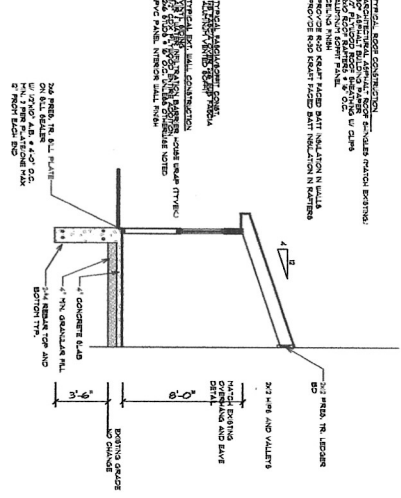
PROPOSED FOUNDATION PLAN
SCALE 1/4" = 1'-0"



PROPOSED FLOOR PLAN
SCALE 1/4" = 1'-0"

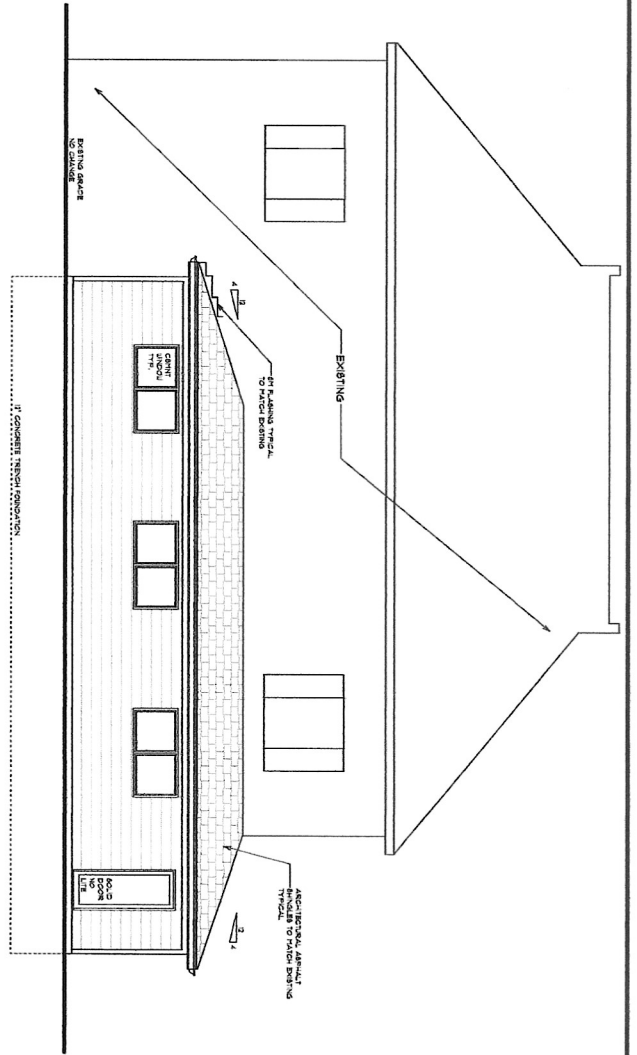


BUILDING SECTION
SCALE 1/4" = 1'-0"

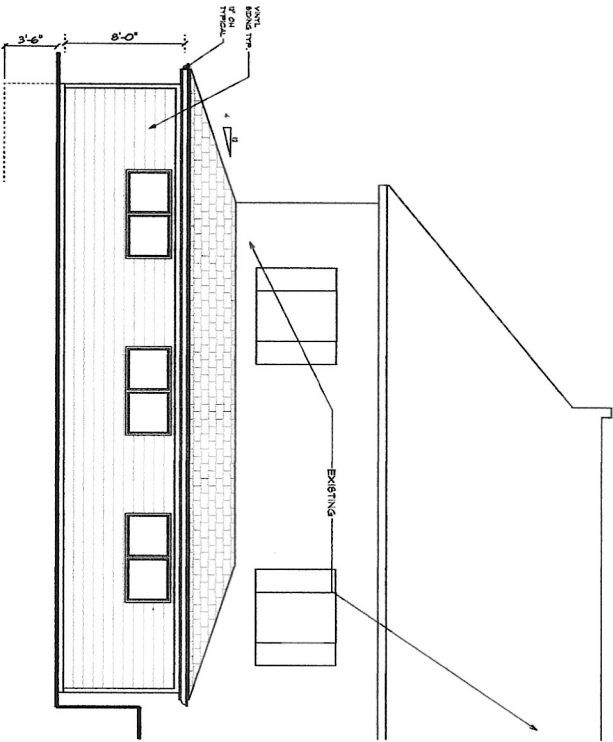


GENERAL NOTES:

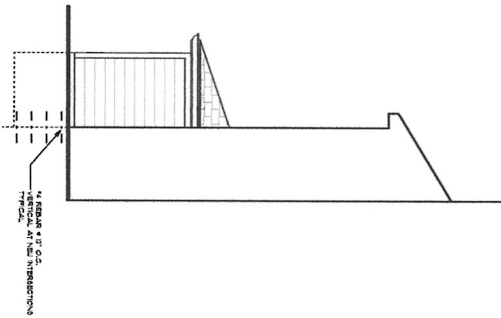
1. ALL FOUNDATION WALLS SHALL BE CONCRETE WITH 4" REBAR ON CENTER TYPICAL.
2. ALL FOUNDATION WALLS SHALL BE 12" THICK.
3. ALL FOUNDATION WALLS SHALL BE 4" ABOVE FINISH GRADE.
4. ALL FOUNDATION WALLS SHALL BE 4" BELOW FINISH GRADE.
5. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.
6. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.
7. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.
8. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.
9. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.
10. ALL FOUNDATION WALLS SHALL BE 4" FROM EXISTING FOUNDATION WALL TO REMAIN.



PROPOSED SOUTH ELEVATION
SCALE 1/4" = 1'-0"



PROPOSED EAST ELEVATION
SCALE 1/4" = 1'-0"



PROPOSED WEST/NORTH ELEVATION
SCALE 1/4" = 1'-0"