



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, July 10, 2023
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Board Meeting of June 26, 2023
- IV. Treasurer's Report – June 2023
- V. Bills Presented for Payment
- VI. Board and Staff Reports
- VII. Public Comment on Agenda Items
- VIII. New Business
 - A. Resolution 23-7-2268R: Naming the Authorized Signatories for All Village Accounts and Investments
 - B. Ordinance 23-7-2269: Amending the Lindenhurst Zoning Ordinance to Permit Fitness Centers in the Neighborhood Business (NB) District
 - C. Approval: Addendum to Phase II Engineering for Hawthorne Drive, Sprucewood Lane, and Lake Shore Drive Road Reconstruction Project – Christopher B. Burke Engineering - \$29,288.37
- IX. Public Comment
- X. Executive Session – 5 ILCS 120/2(c)(21) – Statutorily required review of prior executive session minutes
- 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
June 26, 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, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Management Analyst Karleen Gernady, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of June 12, 2023 were presented for approval.
- B. Trustee Chybowski made a motion, seconded by Trustee Suchy, to approve the minutes from the Regular Village Board Meeting of June 12, 2023 as presented.
1. Voice Vote
Aye - 6
Nay - 0
Abstain - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Suchy, to approve the second set of bills for the month of June presented for payment in the amount of \$310,193.78 for invoices due on or before June 26, 2023.
1. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. **Board & Staff Reports**

- A. Trustee Grace announced residents have shown an appreciation for the new crosswalk lights at Sand Lake and Country Place.
- B. Trustee Dickson discussed attending the most recent SWALCO meeting and expressed how well the textile recycling boxes are doing.
- C. Mayor Marturano announced the following:
 - 1. On June 17, 2023, Mayor Marturano attended the Village of Lake Zurich board meeting at CLCJAWA facility in Lake Bluff. Meeting held there as they have new Trustees and are currently pursuing getting Lake Michigan water from CLCJAWA. This provided an opportunity for new Trustees to tour facility. The importance of receiving Lake Michigan water was discussed and then followed-up with a report from the Engineers. The Mayor encouraged attending a tour as it provides insight into the technology and process in producing good quality water.
 - 2. Attended Metropolitan Mayor's Caucus meeting in Barrington on June 23, 2023. ADA compliance was discussed. Part of discussion pertained to the Chicago Metropolitan Agency for Planning (CMAP) report that is due in January. The report will provide recommendations of different modes of public transportation needed in a six county region, including buses, Metro, RTA.
- D. Village Administrator Johnson announced the last day for Rebecca Labb is June 30, 2023.
- E. Police Chief Jones announced the following:
 - 1. Participated in Juneteenth Ceremony in Bridgeport Terrace. Officer given the Above and Beyond Award.
 - 2. Cops and Bobbers event held in conjunction with the Park District. Local organizations and businesses helped make this a successful community event with over 50 registered participants.

VII. **Public Comment on Agenda Items**

- A. None.

VIII. **New Business**

- A. **Ordinance 23-6-2267: Approving the Granting of a Special Use Permit to Allow a Massage Therapy Establishment - 1724 E Grand Avenue**
 - 1. An application for Indigo Massage, a massage therapy facility was submitted. The proposed location is 1724 E Grand Avenue. Currently, a State Farm Insurance agency and hair salon are located on the premises. If approved, they would occupy a suite on the second floor. A massage therapy business is allowable under a special use permit in the Community Business (CB) zoning district.
 - 2. At the June 21, 2023 Plan Commission meeting, a public hearing granting a special use permit was held. Through the duration of the meeting, there was no objection

to having a massage therapy facility within the community. The applicant has been a practicing licensed massage therapist in the State of Illinois for 10 years. The Plan Commission voted and recommends granting a special use permit.

3. Trustee Suchy made a motion, seconded by Trustee Dunham to adopt Ordinance 23-6-2267 granting a special use permit to allow a massage therapy establishment at 1724 E Grand Avenue.
 - a. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

B. Approval: Designation of Illinois Municipal Retirement Fund (IMRF) Agent

1. The Village needs to authorize a new agent with IMRF as the current Deputy Clerk is retiring. The appointed agent will have the authority to correspond and make necessary changes on behalf of the Village with the pension fund.
2. Trustee Grace made a motion, seconded by Trustee Chybowski to authorize Kelley Stokes as the authorized agent for the Village with the Illinois Municipal Retirement Fund (IMRF).
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

C. Approval: FY 2024 Road Resurfacing Bid Award - Peter Baker & Son - \$787,026.45

1. After analyzing the responses to the first community survey, the Village created a six year resurfacing plan in an effort to increase the overall monetary investment in street improvements. Previously, resurfacing was done every other year as a means to improve economies of scale for our limited Motor Fuel Tax Funds. Although a biennial approach is still mostly followed, with the six year plan, we are better able to identify dollars from other Village funds for use in our biennial approach.
2. The six year approach has increased our road resurfacing program at an elevated rate. Within this plan, dollars have been pinpointed as a means to address roadways in “off” years, including FY24.
3. Bids for this construction year’s road resurfacing projects was opened on June 12, 2023. The bid includes Mallard Ridge Drive/Munn Road (south of the library), Springhill Lane, Constitution Drive, Constitution Court, Gettysburg Court, and Providence Lane (West of Independence Blvd). Four bids were received. Peter Baker and Son submitted the lowest bid and is competitive within industry standards.
4. Trustee Suchy made a motion, seconded by Trustee Dickson to award a bid to Peter Baker and Son for 2024 Road Resurfacing in the amount of \$787,026.45.
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

D. **Discussion: 2022 Pavement Management Assessment Report**

1. Village Administrator Johnson provided a follow-up assessment to our initial pavement condition study conducted four years ago. Highlights of the results were provided while discussing items for consideration within future road resurfacing plans.

E. **Discussion: Website Redevelopment Working Draft**

1. Village Administrator Johnson and Management Analyst Gernady presented the new website layout and content. The new website design will go live June 28, 2023.

IX. **Public Comment**

- A. None.

X. **Executive Session**

- A. None.

XI. **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 7:55pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

CASH SUMMARY BY FUND FOR VILLAGE OF LINDENHURST
 FROM 06/01/2023 TO 06/30/2023
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 06/01/2023	Total Debits	Total Credits	Ending Balance 06/30/2023
01	GENERAL FUND	5,221,091.57	646,919.11	432,886.81	5,435,123.87
06	I.M.R.F./F.I.C.A. 06	186,635.12	63,438.15	19,395.67	230,677.60
11	IT FUND	0.00	0.00	11,678.68	(11,678.68)
14	LIABILITY INSURANCE 14	(3,733.24)	59,391.87	6,038.10	49,620.53
15	MOTOR FUEL TAX 15	1,442,819.59	56,226.85	13,215.20	1,485,831.24
19	CONTROLLED SUBSTANCE ACT 19	6,665.01	0.00	0.00	6,665.01
21	COMMUNITY CAPITAL	3,360,852.28	43,294.76	53,389.40	3,350,757.64
22	DUI SB 740 FUND 22	6,272.98	123.37	0.00	6,396.35
23	PRISON REVIEW AGENCY FUND 23	12,290.06	0.00	321.46	11,968.60
24	MISCELLANEOUS ESCROW 24	290,448.66	33,528.06	6,512.50	317,464.22
25	SHOP WITH A COP FUND 25	13,684.39	0.00	0.00	13,684.39
27	CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30	REFUSE & RECYCLING 30	277,936.35	151,179.15	120,395.44	308,720.06
40	ECONOMIC DEVELOPMENT FUND	360,832.33	0.00	2,400.00	358,432.33
46	SPECIAL SERVICE AREA 4 - 46	23,994.09	46.90	46.90	23,994.09
50	VEHICLE REPLACEMENT FUND 50	528,883.09	0.00	93,320.00	435,563.09
60	UTILITY FUND 60	1,097,058.42	402,854.29	352,359.81	1,147,552.90
61	WATER/SEWER CAPITAL FUND 61	1,849,391.03	17,668.33	6,768.04	1,860,291.32
89	SANITARY DISTRICT	5,507.14	2,054.27	5,507.94	2,053.47
	TOTAL - ALL FUNDS	14,686,028.43	1,476,725.11	1,124,235.95	15,038,517.59

Fund	Department	Line Item	Item Description	Amount
AEP ENERGY				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	7,447.77
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	132.28
			Vendor Total:	7,580.05
AMERICAN WATER WORKS ASSN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	MEMBERSHIP FEES	AWWA MEMBERSHIP DUES	383.00
			Vendor Total:	383.00
AMY PAXTON				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 588 WHISPERING PINE	150.00
			Vendor Total:	150.00
ANITA MARY ARCHAMBEAU				
ECONOMIC DEVELOPMENT FUND		OTHER PROFESSIONAL SERVICES	ANITA PAY - JUNE 2023	2,316.00
			Vendor Total:	2,316.00
AQUA POOL & SPA PROS				
GENERAL FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE	VETERAN'S MEMORIAL OPENING	700.00
GENERAL FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE	VETERAN'S MEMORIAL MAINTENANCE	625.00
			Vendor Total:	1,325.00
AVALON PETROLEUM COMPANY				
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	PW DIESEL	426.70
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW DIESEL	640.04
			Vendor Total:	1,066.74
BEHM ENTERPRISES, INC.				
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	623 GREENBRIAR WATER MAIN REPAIR	3,307.10
			Vendor Total:	3,307.10
BURRIS EQUIPMENT COMPANY				
GENERAL FUND	PUBLIC WORKS	EQUIPMENT	PLATE COMPACTOR	730.95
UTILITY FUND 60	SEWER	EQUIPMENT NEW/REPLACEMENT	PLATE COMPACTOR	730.95
UTILITY FUND 60	WATER	EQUIPMENT NEW/REPLACEMENT	PLATE COMPACTOR	753.10
GENERAL FUND	PUBLIC WORKS	EQUIPMENT RENTAL	BRUSH HOG RENTAL	855.00
GENERAL FUND	PUBLIC WORKS	EQUIPMENT RENTAL	BRUSH HOG TEETH REPL	69.08
			Vendor Total:	3,139.08
CARPET CASTLE, INC.				
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	VH FLOORING	6,508.50
			Vendor Total:	6,508.50
CENTRAL LAKE COUNTY J.A.W.A				
UTILITY FUND 60	WATER	CLCJAWA WATER SUPPLY PURCHASE	CLCJAWA WATER - USAGE FOR JUNE 2	90,200.52
			Vendor Total:	90,200.52
CHRISTOPHER B. BURKE ENGINEERING				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	PHASE II - HAWTHORN/SPRUCEWOOD/I	18,963.13
			Vendor Total:	18,963.13
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	27.33
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	40.99
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	27.33
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	40.99
			Vendor Total:	136.64
COMCAST CABLE				
GENERAL FUND	ADMINISTRATION	TELEPHONE/INTERNET	VH, PD & PW TELEPHONE - JUNE 202	483.39
GENERAL FUND	POLICE	TELEPHONE	VH, PD & PW TELEPHONE - JUNE 202	640.17
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	VH, PD & PW TELEPHONE - JUNE 202	104.52
GENERAL FUND	PUBLIC WORKS	TELEPHONE	VH, PD & PW TELEPHONE - JUNE 202	78.38
IT FUND		TELEPHONE/INTERNET	PW INTERNET	159.90
IT FUND		TELEPHONE/INTERNET	INTERNET VH/PD	244.90
			Vendor Total:	1,711.26
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	41.90
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	174.27
			Vendor Total:	216.17
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	19.90

VILLAGE OF LINDENHURST Treasurer's Report
 POST DATES 06/27/2023 - 07/10/2023
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	4.97
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	4.97
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	19.91
Vendor Total:				49.75
CONSTELLATION NEW ENERGY, INC				
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	651.80
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	20.00
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	9,632.45
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	83.54
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	347.01
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	86.25
Vendor Total:				10,821.05
DAM, SNELL, & TAVEIRNE, LTD.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	770.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	3,080.00
Vendor Total:				3,850.00
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	EXHAUST PIPE - #8	362.26
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	EXHAUST PIPE - #8	241.50
Vendor Total:				603.76
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	114.43
Vendor Total:				114.43
DEKIND COMPUTER CONSULTANTS				
IT FUND		COMPUTER SERVICES	AUGUST MONTHLY IT SUPPORT SERVIC	4,503.79
IT FUND		COMPUTER SERVICES	OVER CONTRACT HOURS FOR JUNE 202	736.25
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - JUNE 2	710.50
Vendor Total:				5,950.54
EVELYN PUTNAM				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE RPLACEMENT - 766 CROS	200.00
Vendor Total:				200.00
FIRST AMERICAN BANK				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	LOCKBOX FEES - JUNE 2023	103.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LOCKBOX	LOCKBOX FEES - JUNE 2023	414.07
REFUSE & RECYCLING 30		MERCHANT FEES	CREDIT CARD FEES - JUNE 2023	558.58
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	MERCHANT FEES	CREDIT CARD FEES - JUNE 2023	2,234.33
Vendor Total:				3,310.50
FIRST AMERICAN BANK				
GENERAL FUND	POLICE	EQUIPMENT	PD BIKE RACK	46.96
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	GO BAGS	43.15
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	GO BAGS	64.73
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	GO BAG TAGS	33.57
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	GO BAG TAGS	50.36
UTILITY FUND 60	SEWER	EQUIPMENT REPAIRS & MAINTENANCE	DISC FILTER TIMER	294.00
UTILITY FUND 60	SEWER	EQUIPMENT REPAIRS & MAINTENANCE	FILTER ELEMENT REPL. WWTF	82.64
IT FUND		SOFTWARE SUPPORT/LICENSING	CANVA - FRGN TRANSFER FEE	2.99
IT FUND		SOFTWARE SUPPORT/LICENSING	CANVA PRO	149.90
GENERAL FUND	POLICE	MISC CONTRACTUAL SERVICES	LEXIS NEXIS	200.00
GENERAL FUND	ADMINISTRATION	SOFTWARE SUPPORT/LICENSING	ZOOM VIDEO COMMUNICATIONS	1.60
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SOFTWARE SUPPORT/LICENSING	ZOOM VIDEO COMMUNICATIONS	7.20
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ZOOM VIDEO COMMUNICATIONS	7.19
GENERAL FUND	ADMINISTRATION	NEWS LETTER	CONSTANT CONTACT	70.00
GENERAL FUND	POLICE	VEHICLE SERVICE	ILSOS - PLATE RENEWAL Z491103	154.40
GENERAL FUND	POLICE	OPERATING SUPPLIES	AMAZON - BATTERIES	31.99
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	HOLIDAY INN - FORSBERG MUNICIPAL	150.93
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	CREDIT - SALUTOS HOLIDAY PARTY	(75.87)
Vendor Total:				1,315.74
GALETON GLOVES				
GENERAL FUND	PUBLIC WORKS	SAFETY SUPPLIES & SERVICES	SAFETY GLASSES	57.42
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY SUPPLIES & SERVICES	SAFETY GLASSES	86.13

Fund	Department	Line Item	Item Description	Amount
Vendor Total:				143.55
GEARY ELECTRIC, INC				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	MAY STREET LIGHT MAINTENANCE	283.08
Vendor Total:				283.08
GEWALT HAMILTON ASSOCIATES, INC				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	2023 ROADWAY IMPROVEMENTS	15,102.50
Vendor Total:				15,102.50
HAWKINS, INC.				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	2,132.34
Vendor Total:				2,132.34
ILLINOIS LAW ENFORCEMENT				
GENERAL FUND	POLICE	MEMBERSHIP & PROGRAMS	ILEAS 2023 ANNUAL MEMBERSHIP DUE	120.00
Vendor Total:				120.00
ILLINOIS PUBLIC RISK FUND				
LIABILITY INSURANCE 14	ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	AUGUST 2023 WORKERS COMP	5,763.10
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	AUGUST 2023 WORKERS COMP	2,058.25
REFUSE & RECYCLING 30		WORKERS COMPENSATION	AUGUST 2023 WORKERS COMP	411.65
Vendor Total:				8,233.00
ILLINOIS SECTION AWWA				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	LIFT STATION & FORCE MAIN CONDII	42.00
Vendor Total:				42.00
ILLINOIS STATE POLICE				
GENERAL FUND	POLICE	CONTINGENCY	BUREAU OF IDENTIFICATION LIQUOF	59.00
Vendor Total:				59.00
ILLINOIS TOLLWAY				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	ILL TOLLWAY - TOLL CHARGE	36.40
Vendor Total:				36.40
IPBC				
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	3,022.76
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	1,784.60
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	31,299.84
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	2,184.90
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	1,856.87
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - JULY 202	12,243.52
Vendor Total:				52,392.49
JUDY HADDAD				
COMMUNITY CAPITAL	ADMINISTRATION	STORMWATER MANAGEMENT PROJECTS	50/50 CULVERT - 1912 HAZELWOOD I	239.33
Vendor Total:				239.33
LAKE COUNTY TREASURER				
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	MAY 2023 BUILDING SERVICES	4,658.85
Vendor Total:				4,658.85
MANHARD CONSULTING LTD				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	2,587.50
Vendor Total:				2,587.50
MCCLLOUD AQUATICS				
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	ALGAE CONTROL - LAKE LINDEN, WAI	14,908.33
Vendor Total:				14,908.33
MCCLLOUD SERVICES				
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	AQUATIC WEED CONTROL-VLG LAKES	800.00
Vendor Total:				800.00
MENARD'S - ANTIOCH				
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	WH5 HYPO ECHANGE	35.15
Vendor Total:				35.15
MIDWEST OPERATING ENGINEERS				
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - AUGUST	2,445.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - AUGUST	5,705.70
Vendor Total:				8,151.00
NORTH SHORE GAS				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	PD GAS	34.77
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	83.78

		BOTH OPEN AND PAID			
Fund		Department	Line Item	Item Description	Amount
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	35.68
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	35.69
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	34.77
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	35.26
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	34.77
UTILITY FUND	60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	38.11
UTILITY FUND	60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	174.22
UTILITY FUND	60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	81.99
				Vendor Total:	589.04
PAYNE & DOLAN, INC.					
MOTOR FUEL TAX	15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT	582.49
				Vendor Total:	582.49
PAYROLL - EXPENSES					
I.M.R.F./F.I.C.A.	06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	3,332.51
REFUSE & RECYCLING	30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	212.71
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	3,545.22
				Vendor Total:	7,090.44
PAYROLL - GROSS PAYS					
GENERAL FUND		ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	4,738.98
GENERAL FUND		ADMINISTRATION	ADMIN P/T SALARIES	PAYROLL GROSS COMPENSATION	2,083.70
GENERAL FUND		ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	10.62
GENERAL FUND		ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,025.00
GENERAL FUND		ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,595.38
GENERAL FUND		POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00
GENERAL FUND		POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	55,762.63
GENERAL FUND		POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,711.21
GENERAL FUND		POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	2,480.41
GENERAL FUND		POLICE	SALARIES-P/T CSO/FRONT DESK	PAYROLL GROSS COMPENSATION	748.80
GENERAL FUND		PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	14,840.96
GENERAL FUND		PUBLIC WORKS	PUBLIC WORKS OVER-TIME	PAYROLL GROSS COMPENSATION	351.46
GENERAL FUND		PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	396.88
REFUSE & RECYCLING	30		SALARIES	PAYROLL GROSS COMPENSATION	2,589.48
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,015.28
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	W/S ADMIN P/T SALARIES	PAYROLL GROSS COMPENSATION	4,099.54
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION	10.62
UTILITY FUND	60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	14,840.96
UTILITY FUND	60	SEWER	SEWER OVER-TIME	PAYROLL GROSS COMPENSATION	351.46
UTILITY FUND	60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	396.88
UTILITY FUND	60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	7,420.48
UTILITY FUND	60	WATER	OVERTIME	PAYROLL GROSS COMPENSATION	175.73
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	198.44
				Vendor Total:	126,844.90
PAYROLL - PROCESSING FEES					
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	108.20
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	24.04
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	108.20
				Vendor Total:	240.44
PITNEY BOWES BANK, INC					
GENERAL FUND		ADMINISTRATION	EQUIPMENT MAINTENANCE	RENTAL CHARGE 06/20/23 - 09/19/2	138.43
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	EQUIPMENT MAINTENANCE - OFFICE	RENTAL CHARGE 06/20/23 - 09/19/2	34.61
				Vendor Total:	173.04
PRECISE MRM LLC					
IT FUND			TELEPHONE/INTERNET	GPS DATA PLAN	140.00
				Vendor Total:	140.00
RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND		PUBLIC WORKS	TOOLS	LINE TRIMMER REPLACEMENT	191.99
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TOOLS	LINE TRIMMER REPLACEMENT	128.00
				Vendor Total:	319.99
SUN LAKE MATERIALS, INC.					
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	GRAVEL	718.27

VILLAGE OF LINDENHURST Treasurer's Report
 POST DATES 06/27/2023 - 07/10/2023
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description	Amount	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	GRAVEL	1,077.41	
SWANSON, MARTIN & BELL, LLC					
GENERAL FUND	POLICE	LEGAL EXPENSE	APRIL 2023 PROSECUTION MATTERS	3,296.50	
GENERAL FUND	POLICE	LEGAL EXPENSE	MAY 2023 PROSECUTION MATTERS	4,329.00	
TEKLAB, INC					
UTILITY FUND 60	WATER	LAB SERVICE	MONTHLY & SPECIAL DIST. SAMPLING	647.50	
THOMPSON ELEVATOR INSPEC. SERVICE					
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	INSPECTION - VILLAGE OF VICTORY	200.00	
ULINE					
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	59.46	
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	237.84	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	237.84	
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	59.45	
USA BLUEBOOK					
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	WH2&5 HYPO-EXCHANGE	737.62	
USIC LOCATING SERVICES, INC					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATING SERVICES	LOCATING SERVICES JUNE 2023	8,000.71	
VERIZON WIRELESS					
IT FUND		TELEPHONE/INTERNET	PW INTERNET, CELL PHONES & TABLE	398.50	
WEX BANK					
GENERAL FUND	POLICE	GAS & OIL	PD FUEL	3,496.76	
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	PW FUEL	646.18	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW FUEL	1,507.76	
YELLOWSTONE LANDSCAPE INC					
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	MAY 2023 MOWING	3,728.00	
UTILITY FUND 60	WATER	LANDSCAPING CONTRACT	MAY 2023 MOWING	362.00	
UTILITY FUND 60	SEWER	LANDSCAPING CONTRACT	MAY 2023 MOWING	1,276.00	
Vendor Total:				5,650.70	
Vendor Total:				8,000.71	
Vendor Total:				398.50	
Vendor Total:				5,650.70	
Vendor Total:				3,728.00	
Vendor Total:				362.00	
Vendor Total:				1,276.00	
Vendor Total:				5,366.00	
Grand Total:				440,140.62	

Fund Totals:	
GENERAL FUND 01	189,625.80
I.M.R.F./F.I.C.A. FUND 06	3,332.51
IT FUND 11	7,161.16
LIABILITY INSURANCE FUND 14	5,763.10
MOTOR FUEL TAX FUND 15	582.49
COMMUNITY CAPITAL FUND 21	34,304.96
MISCELLANEOUS ESCROW FUND 24	2,587.50
REFUSE & RECYCLING FUND 30	6,926.49
ECONOMIC DEVELOPMENT FUND 40	2,316.00
Fund 60 UTILITY FUND 60	187,540.61
Total For All Funds:	\$440,140.62



Village of Lindenhurst Strategic Priority Dashboard

Mission Statement

The Village of Lindenhurst, in partnership with our community, continuously strives to provide a safe, healthy, and vibrant environment through quality customer service, public safety, progressive leadership, and financial responsibility.

Vision Statement

The Village of Lindenhurst endeavors to be the friendliest and most appealing community in Lake County, Illinois; enriched by small-town values and traditions, fostering an atmosphere where citizens and businesses can thrive.

Core Principles

Vision Embracing innovative solutions for a better future.

Accountability Demonstrating transparency through ethical, efficient government.

Leadership Inspiring and expecting the best of ourselves, each other, and the community.

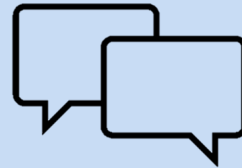
Unity Connecting people through collaborative engagement.

Excellence Striving to be our best through integrity, teamwork, and exceptional customer service- nurturing a friendly, desirable place to live.



All data is displayed by Fiscal Year (FY), unless otherwise specified. The Village's fiscal year runs from May 1- April 30.

Strategic Areas:



Community Branding & Engagement

Capital Infrastructure Planning & Improvements



Business Recruitment & Retention

Responsible Growth & Development



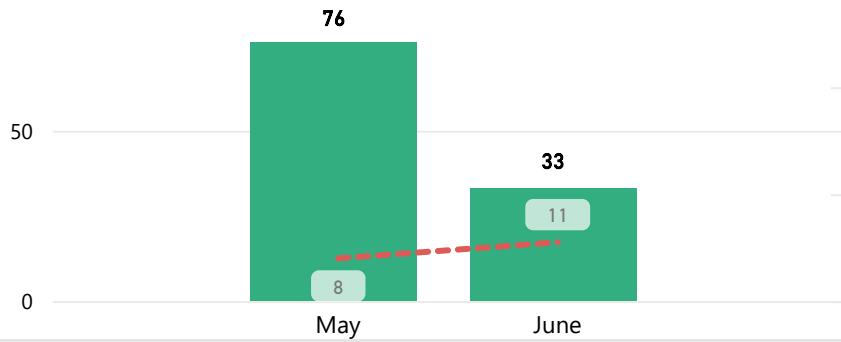
Innovative Planning & Practices

Community Branding & Engagement

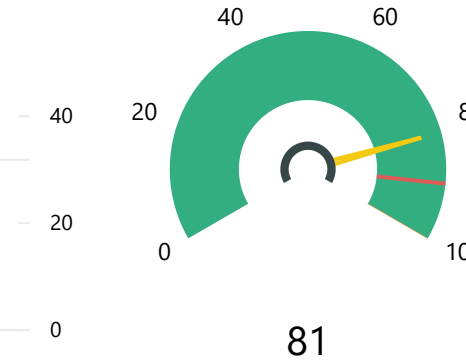


Monthly Service Request Totals

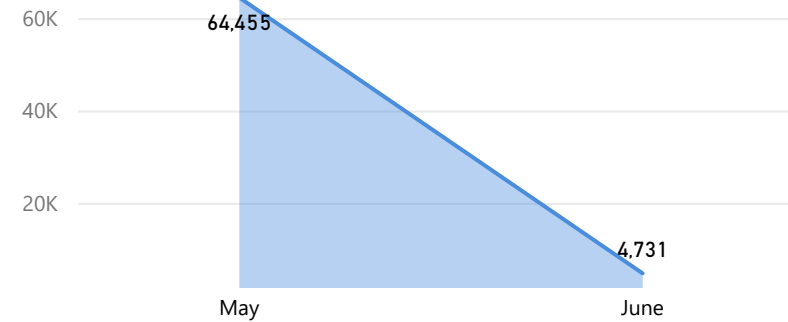
● Number of Requests ● Average Days Open



June- Request Resolution



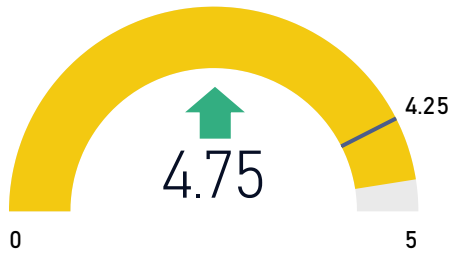
Village Website Monthly Views



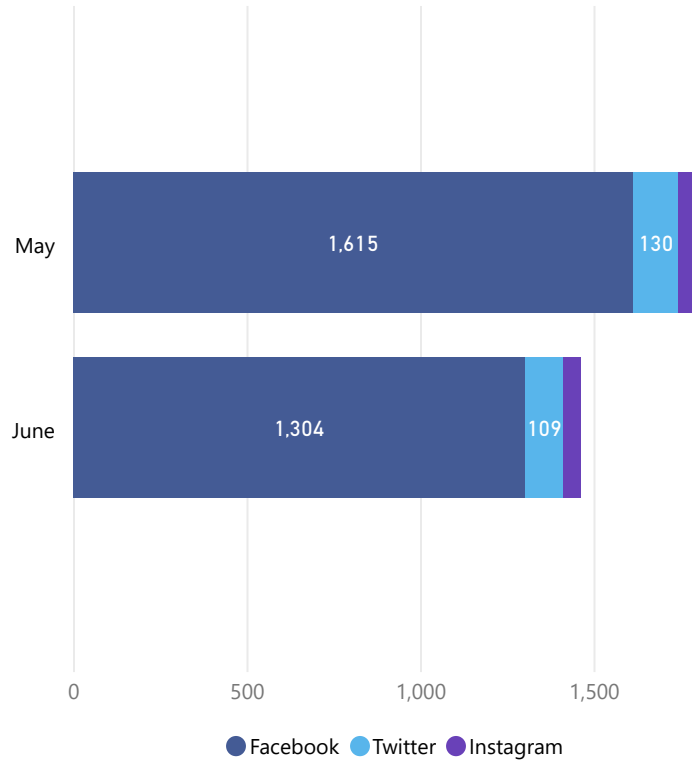
June- Top 5 Website Pages

Page Name	Number of Views
1. Document Center	2,853
2. Garbage & Recycling	655
3. Utility Billing	633
4. Staff Directory	349
5. Event Calendar	328

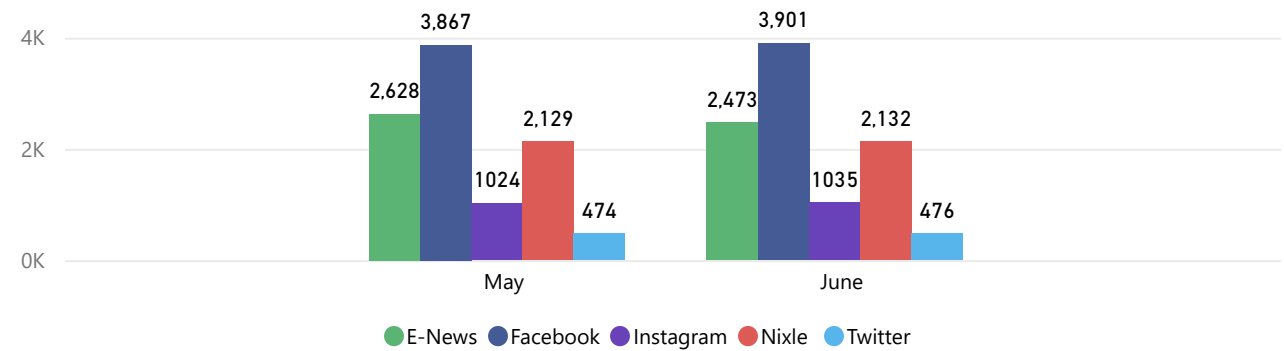
June- Customer Satisfaction



Social Media Platform Profile Visits



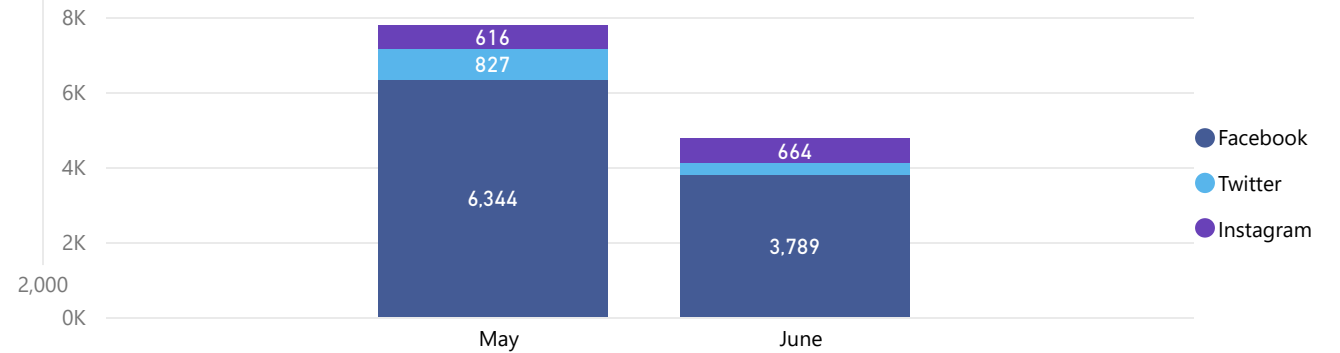
Village Media Platform Followers



FYTD Customer Satisfaction



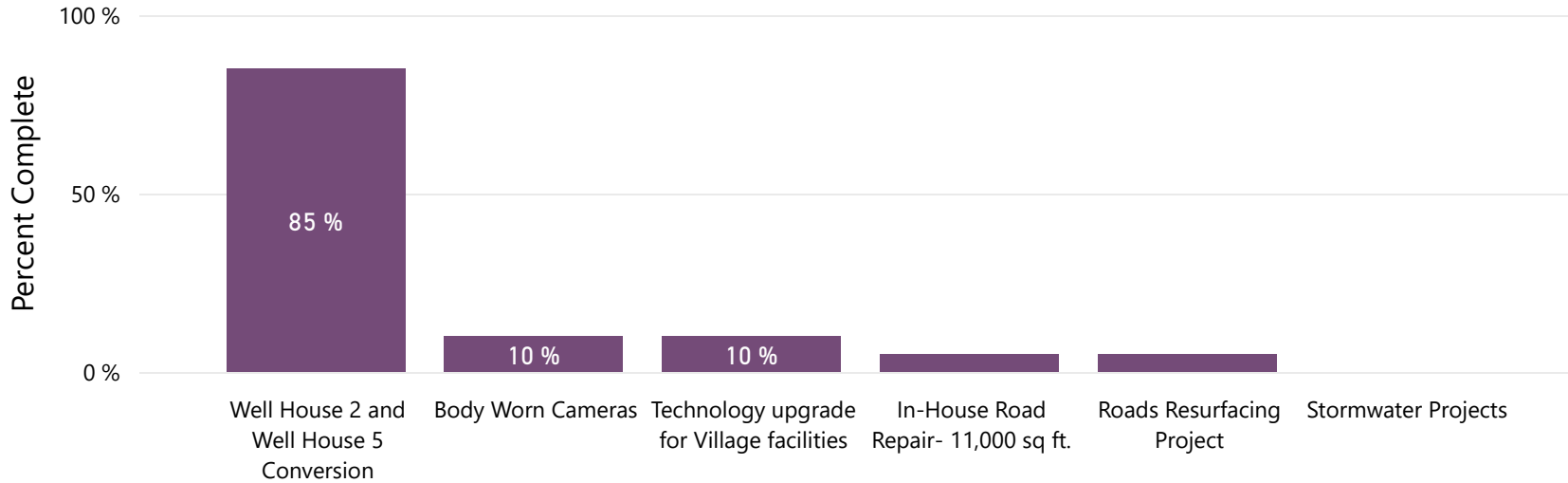
Social Media Post Reach



Capital Infrastructure Planning & Improvements



On-going Capital Projects

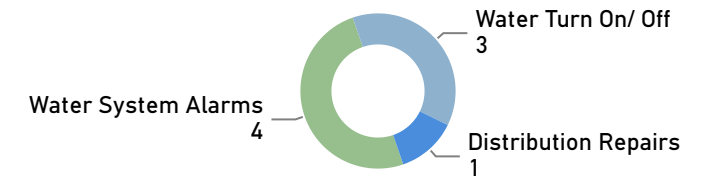


PROJECT	DESCRIPTION OF PROJECT
Stormwater Projects	Address stormwater complaints through installation of piping, ditching, or underdrains.
Roads Resurfacing Project	Awaiting bid results on road resurfacing program.
Well House 2 and Well House 5 Conversion	Design and obtain IEPA approval for changeover from Chlorine Gas to Sodium Hypochlorite. Purchase and install all necessary equipment. SCADA reporting programming. Startup and testing.
In-House Road Repair- 11,000 sq ft.	Remove and replace deteriorated sections of pavement within the Village.
Body Worn Cameras	Staff/Committee will meet on July 11th to discuss camera policy and implementation process. Cameras have been ordered for test and evaluation process. Cameras are expected to arrive in September.
Technology upgrade for Village facilities	Working with Johnson Controls on plan to upgrade security technology.

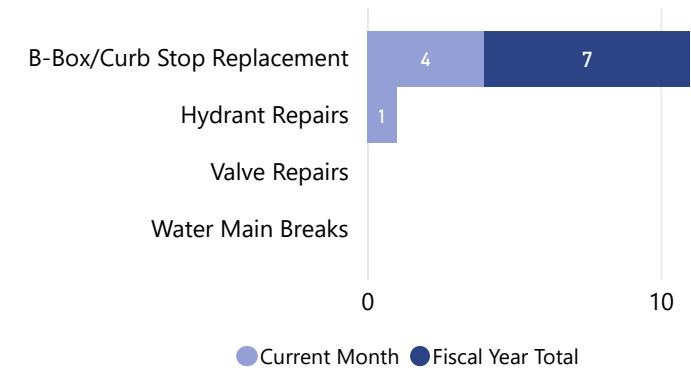
June- After hour call outs: Sewer



June- After hour call outs: Water



Distribution Repairs



Location	Type of Repair
112 Hawthorne Dr	Replaced b-box and curb stop
1806 Longmeadow Dr	Hydro-excavated and replaced b-box
1817 Hazelwood Dr	Hydro-excavated and replaced b-box
200 Beck Rd	Hydro-excavated and replaced b-

Business Recruitment & Retention



Lindenhurst Economic Assistance Program (LEAP) Dollars Spent

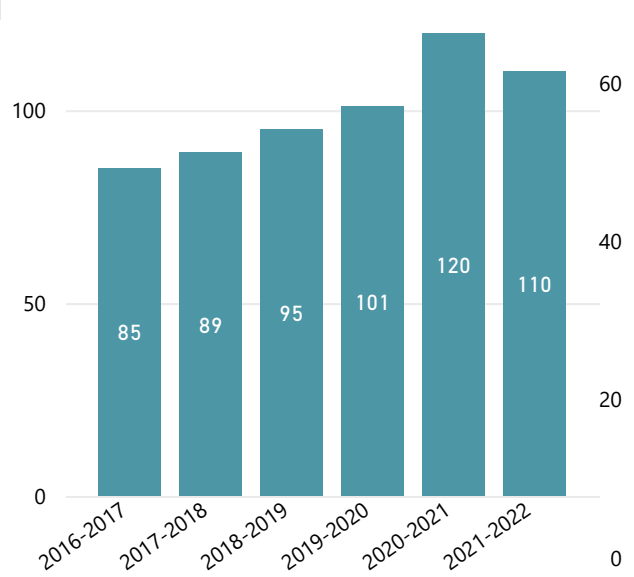
\$104,816.32

Dollars Awarded

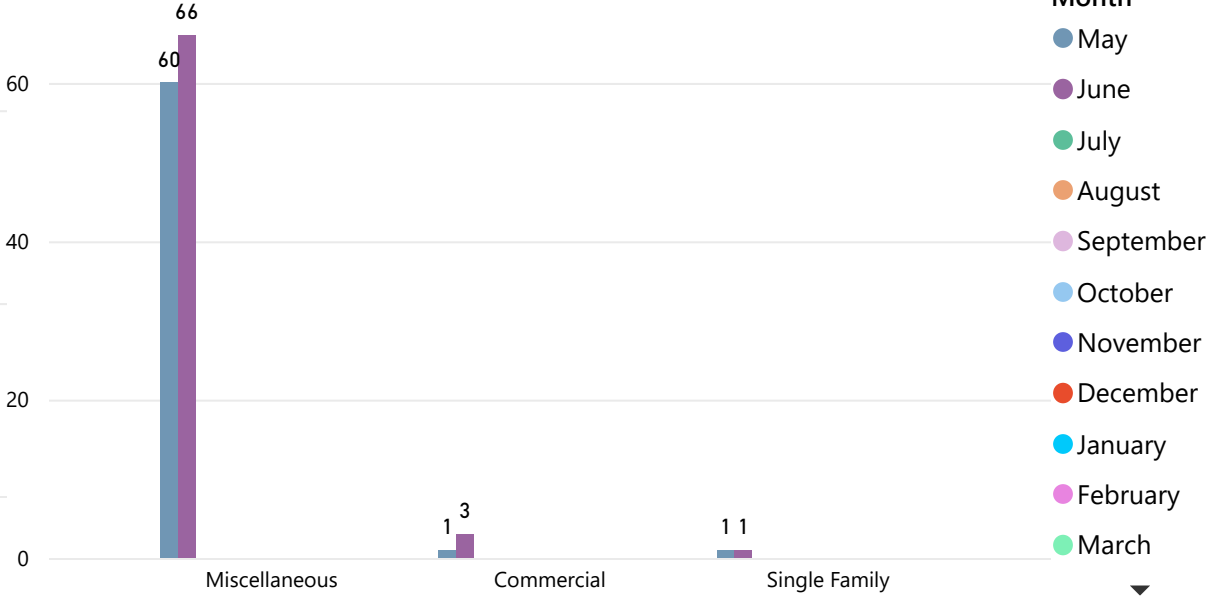
Number of Businesses Awarded for LEAP Funds

5

Annual Business License Renewals



Monthly Building Permit Information



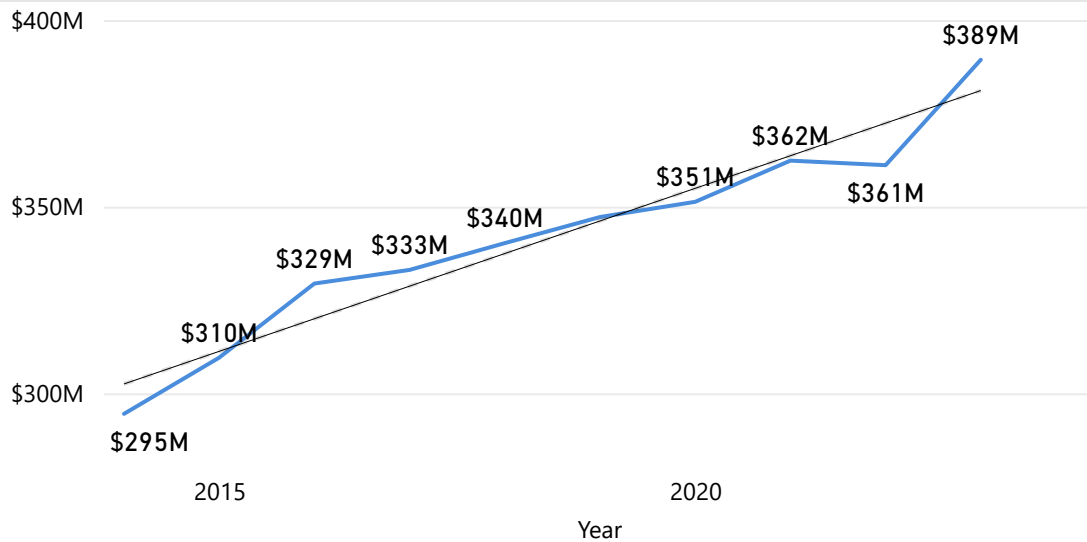
Month

- May
- June
- July
- August
- September
- October
- November
- December
- January
- February
- March

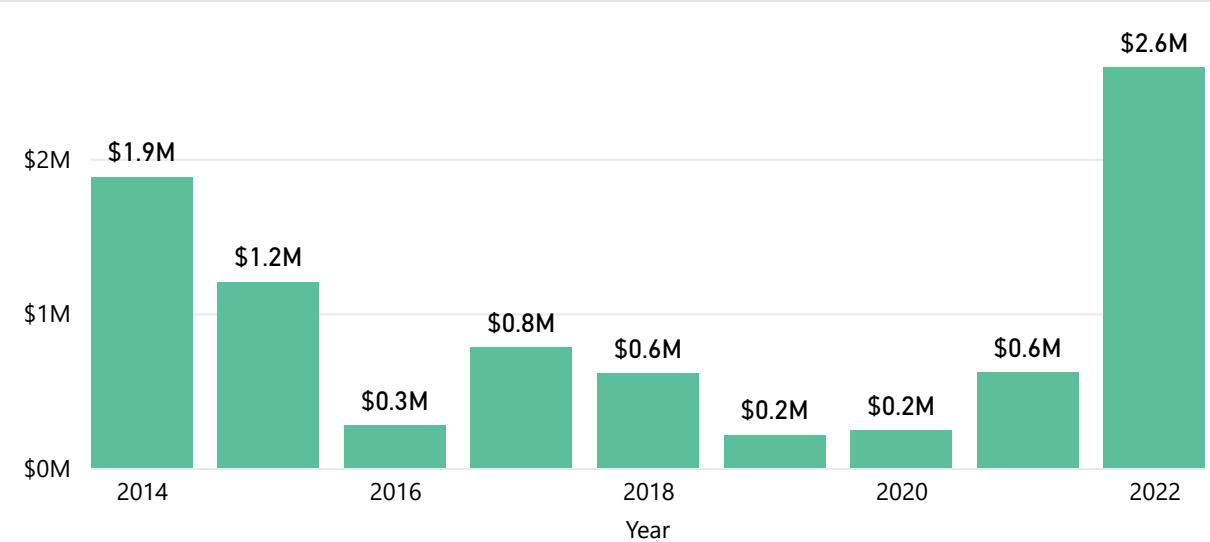
Fiscal Year

- 2020
- 2021
- 2022
- 2023
- 2024

Lindenhurst Taxable Equalized Assessed Value (EAV)



New Property EAV



EAV Filter

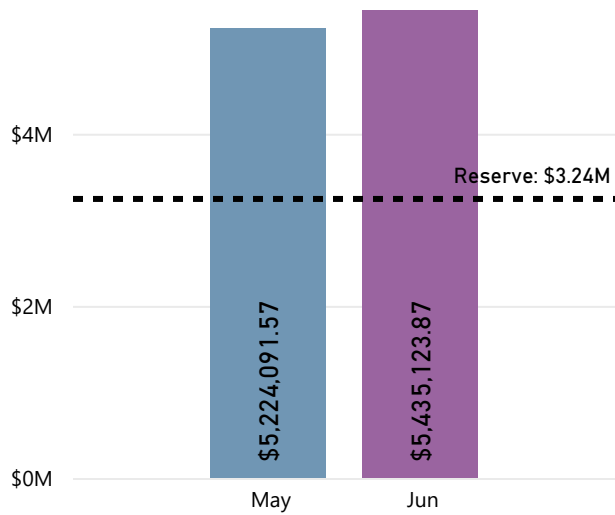
Year

- Select all
- 2014
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023

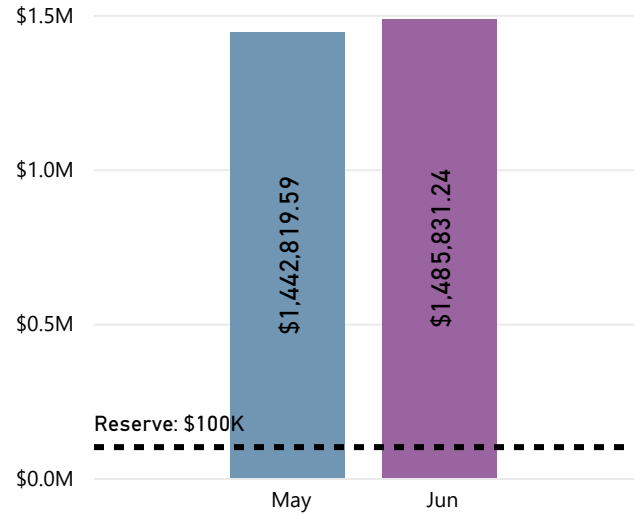
Responsible Growth & Development



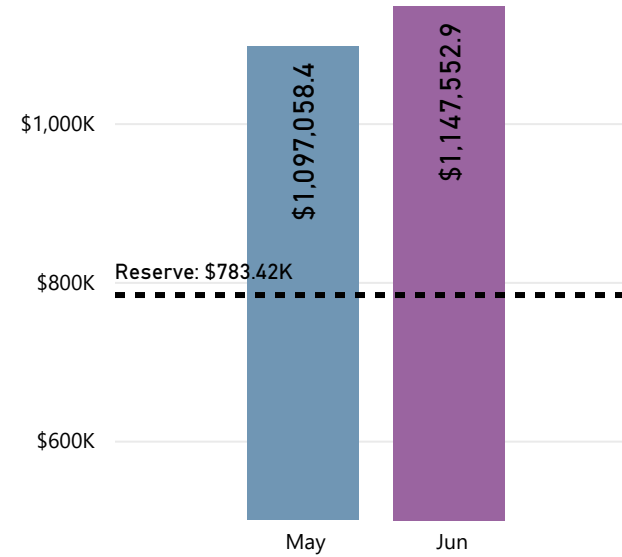
General Fund Cash Balance



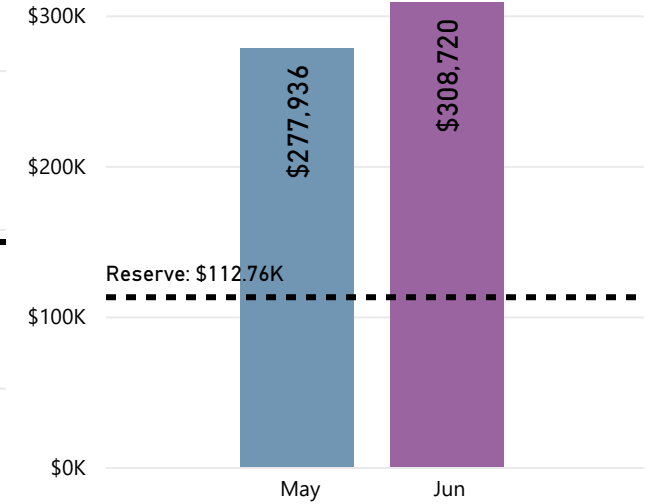
Motor Fuel Tax Cash Balance



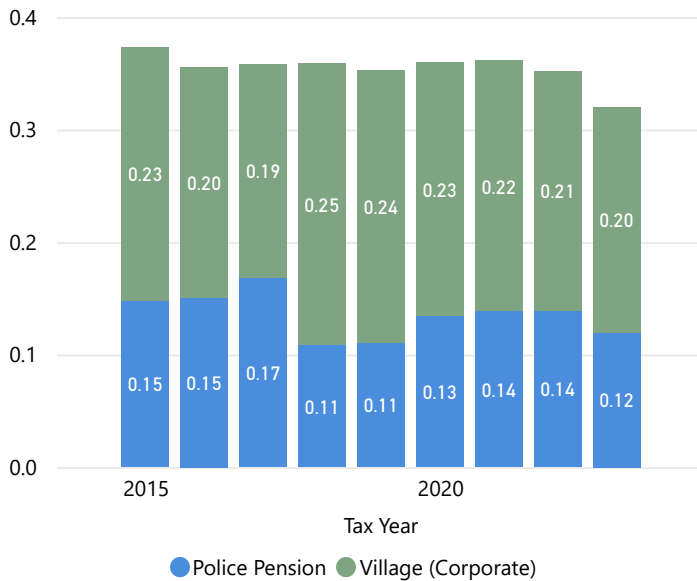
Water/Sewer Fund Cash Balance



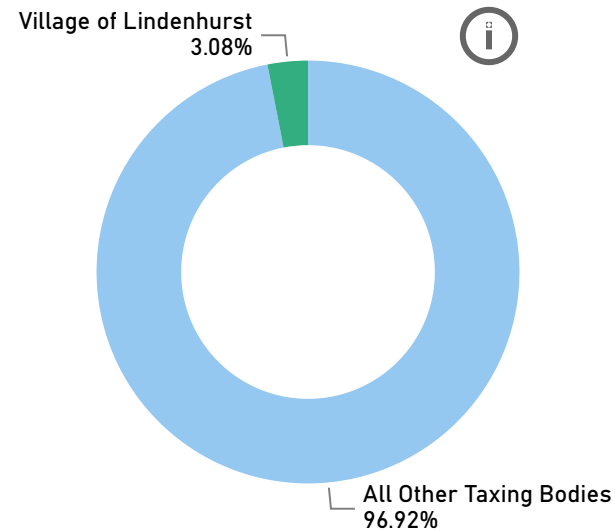
Garbage Fund Cash Balance



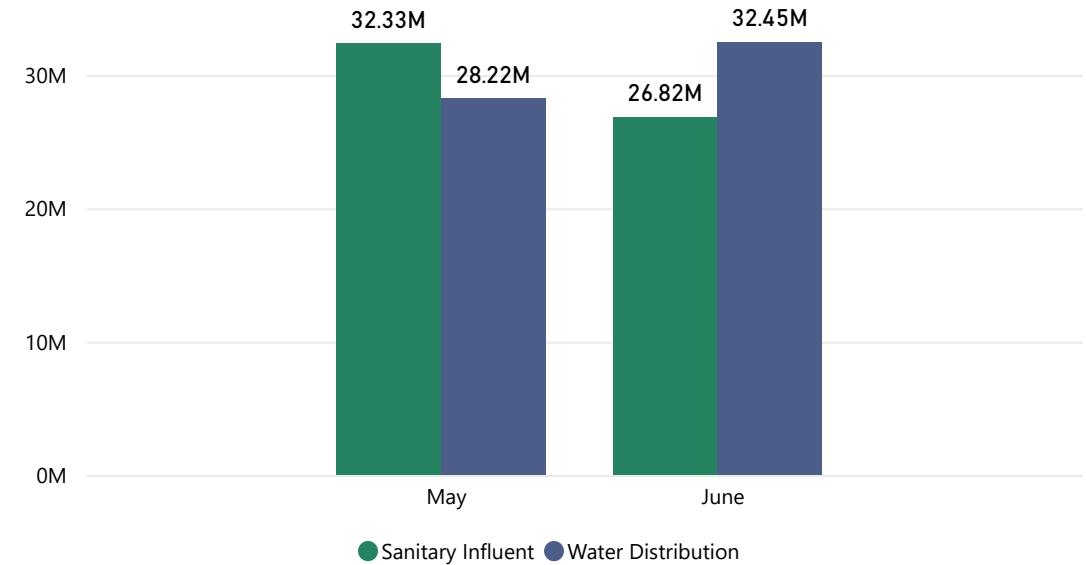
Annual Village Property Tax Rate



Percentage of Total Property Tax Bill



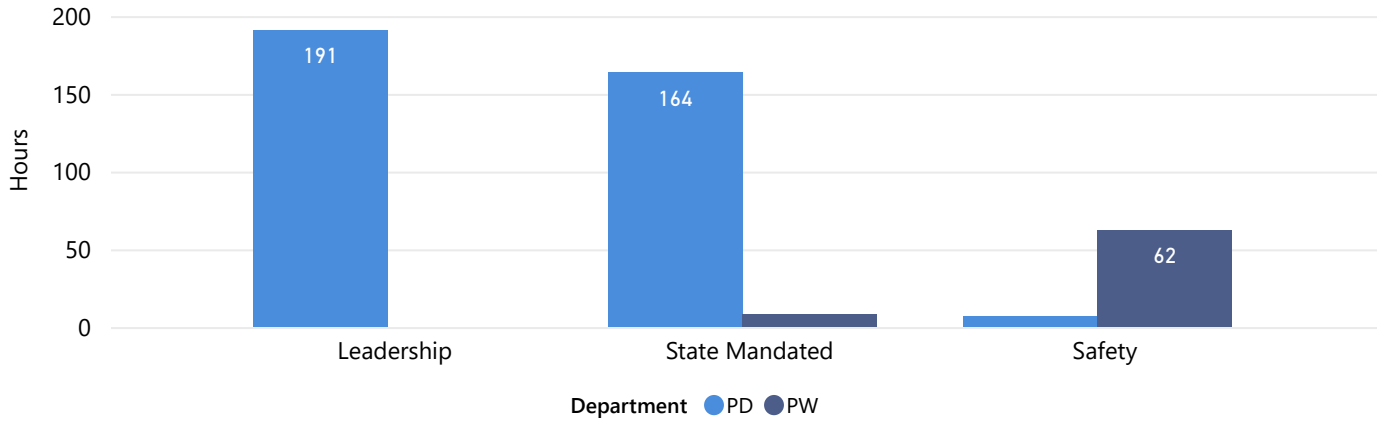
Water Distribution and Sewage Treatment Quantities



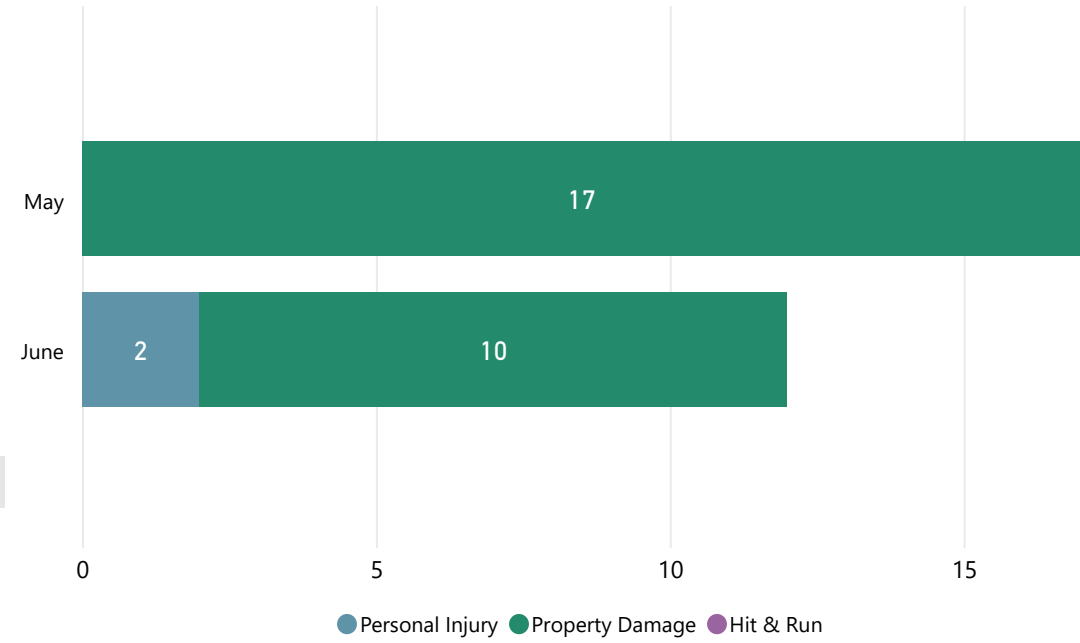
Innovative Planning & Practices



Organizational Training (Fiscal Year Total)



Traffic Accident Data by Month



Public Works Training Hours Per Employee

5.79

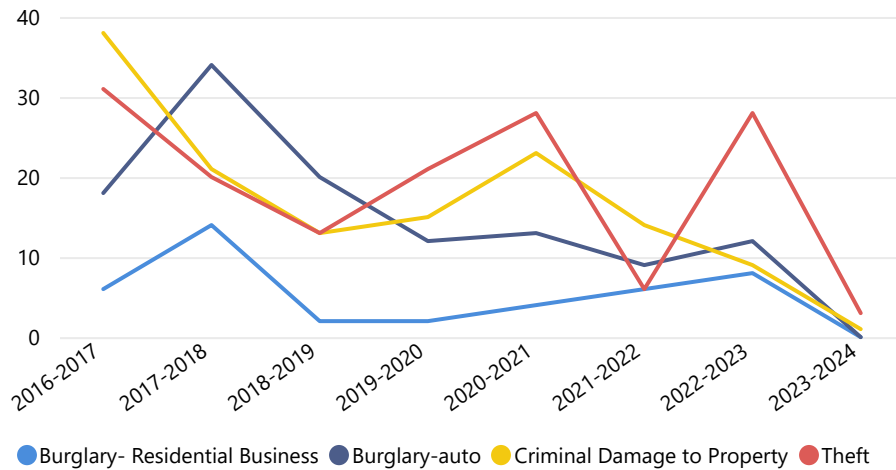
Public Works

Police Department Training Hours Per Employee

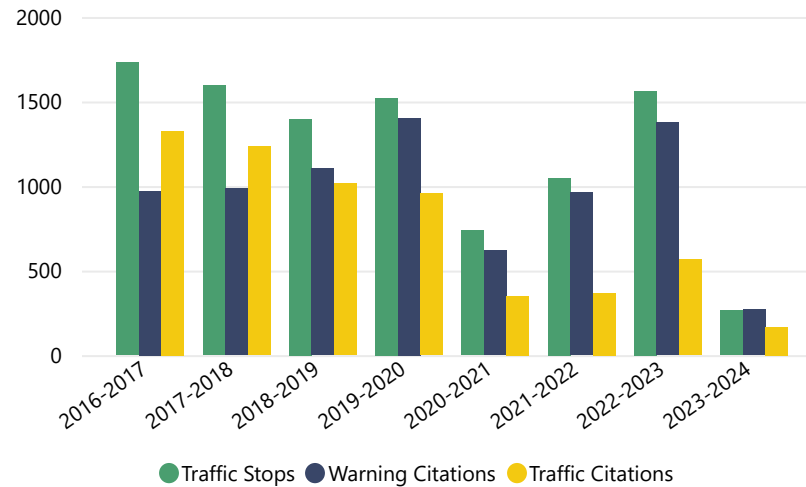
30.13

Police Department

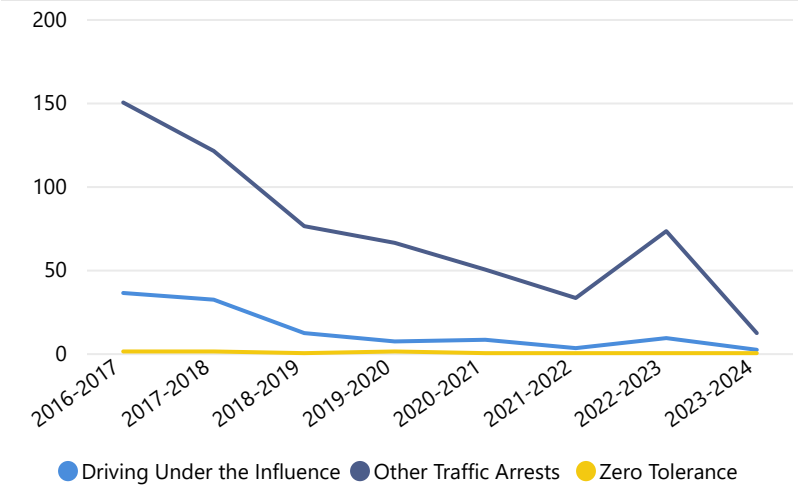
Criminal Offenses (Property)



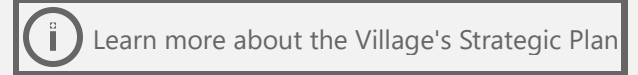
Traffic Enforcement



Traffic Enforcement Arrests



Measuring Strategic Plan



Community Branding & Engagement

Goal	% Complete	Notes
Enhance communication & engagement between Village & community	<div style="width: 85%;"></div>	85 Second Community Survey complete and results posted to web
Work to engage stakeholders to create a community brand & defined identity for Village	<div style="width: 90%;"></div>	90 Update Communication Plan adopted; Redeveloped website launched (6/28), E-News Launched (6/15)

Capital Infrastructure Planning & Improvements

Goal	% Complete	Notes
Explore possibilities & workable approaches to mitigate flooding issues	<div style="width: 70%;"></div>	70 Applied for grants with LCFPD for Rose Tree Lane Outfall Project
Implement a long term Capital Improvement Plan focused on proactive infrastructure repairs & sustainability	<div style="width: 80%;"></div>	80 New E-311 system launched along with website to tie into asset management system
Prioritize current stormwater needs & develop plan to fund and implement stormwater projects	<div style="width: 95%;"></div>	95 Projects prioritized and list is funded partially annually

Business Recruitment & Retention

Goal	% Complete	Notes
Explore the possibility of implementing a TIF district to help with redeveloping Linden Plaza/ Grand Commercial corridor	<div style="width: 100%;"></div>	100 TIF Adopted 5/9/22
Identify and explore business attraction strategies	<div style="width: 90%;"></div>	90 Economic Development Strategist has developed Goals and Action Plan
Execute identified business attraction strategies	<div style="width: 70%;"></div>	70 "Speed dating" business retention visits conducted; Increased social media presense; Working on feature for periodical
Develop and implement a redevelopment plan for Linden Plaza and Grand Avenue commercial	<div style="width: 65%;"></div>	65 Redevelopment Plan Assistance applied for through APA-IL Pro Bono Program

Responsible Growth & Development

Goal	% Complete	Notes
Exploring annexing property, especially at Routes 132 & 45 to establish defined boundaries	<div style="width: 30%;"></div>	30

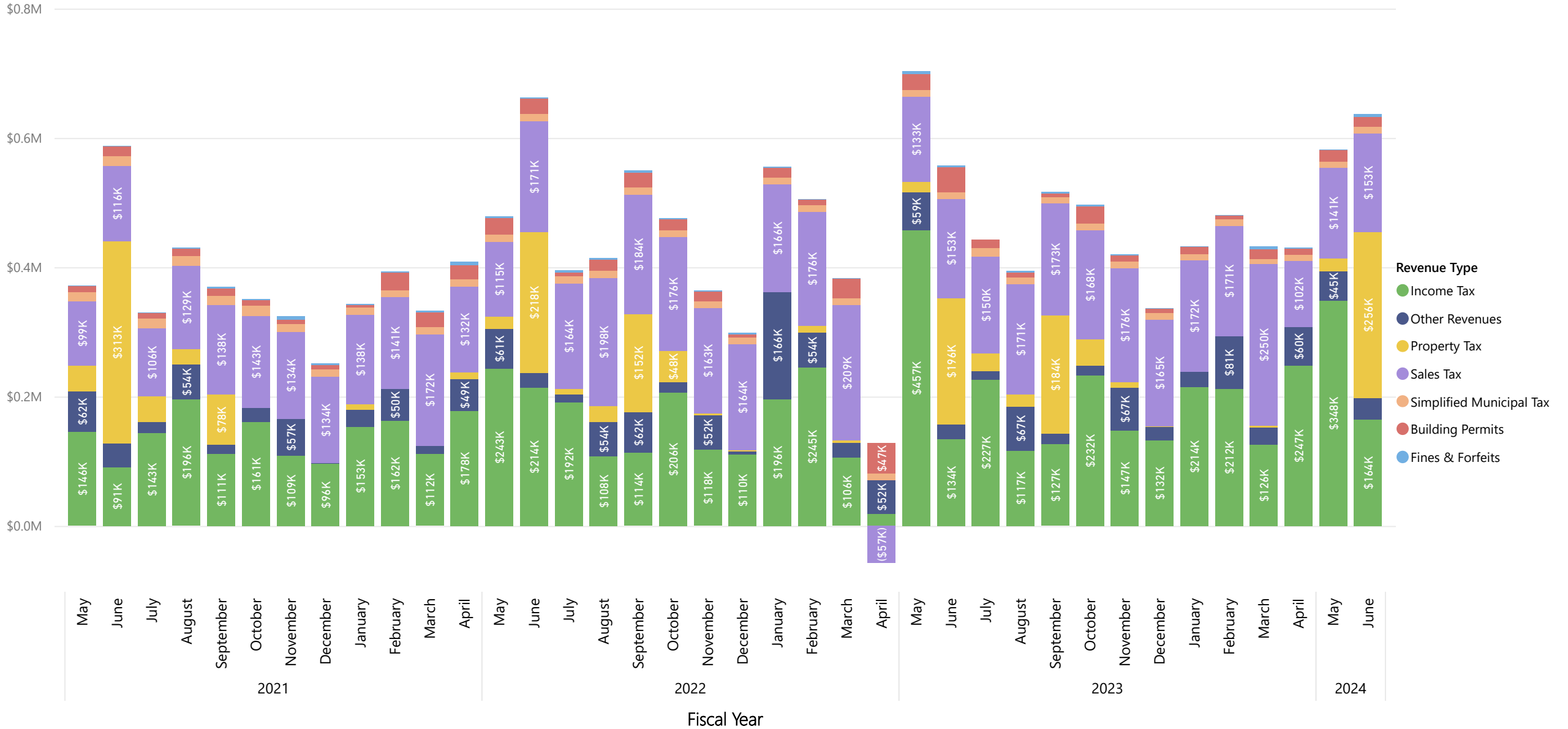
Innovative Planning & Practices

Goal	% Complete	Notes
Conduct an organizational review and advancement study to evaluate staff roles and responsibilities: identify efficiencies, explore technology upgrades and improvements	<div style="width: 25%;"></div>	25 N/A
Continue to explore and evaluate potential additional revenue sources	<div style="width: 50%;"></div>	50 Enterprise fund fees and charges evaluated

Village of Lindenhurst Financial Tracking and Detail Report



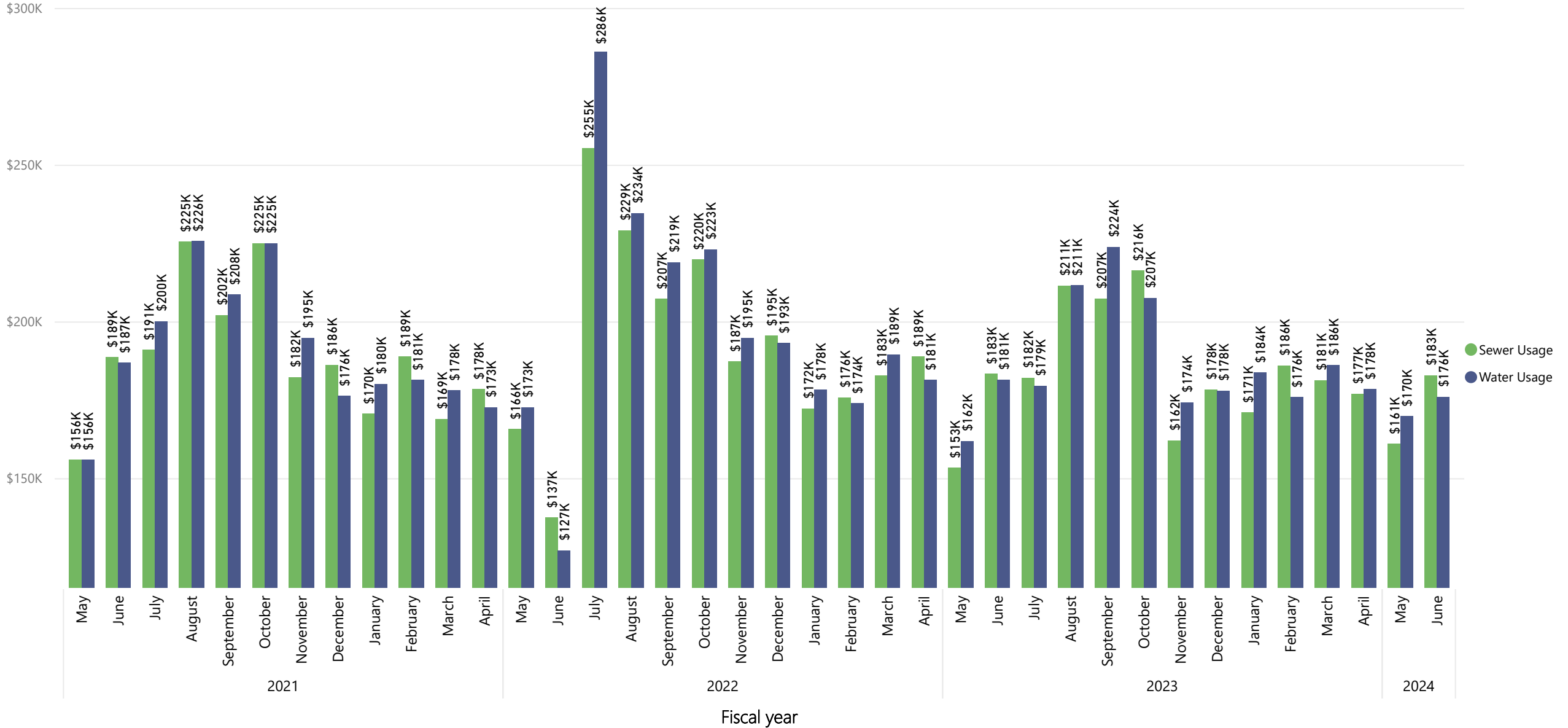
Annual General Fund Revenues by Type



Village of Lindenhurst Financial Tracking and Detail Report

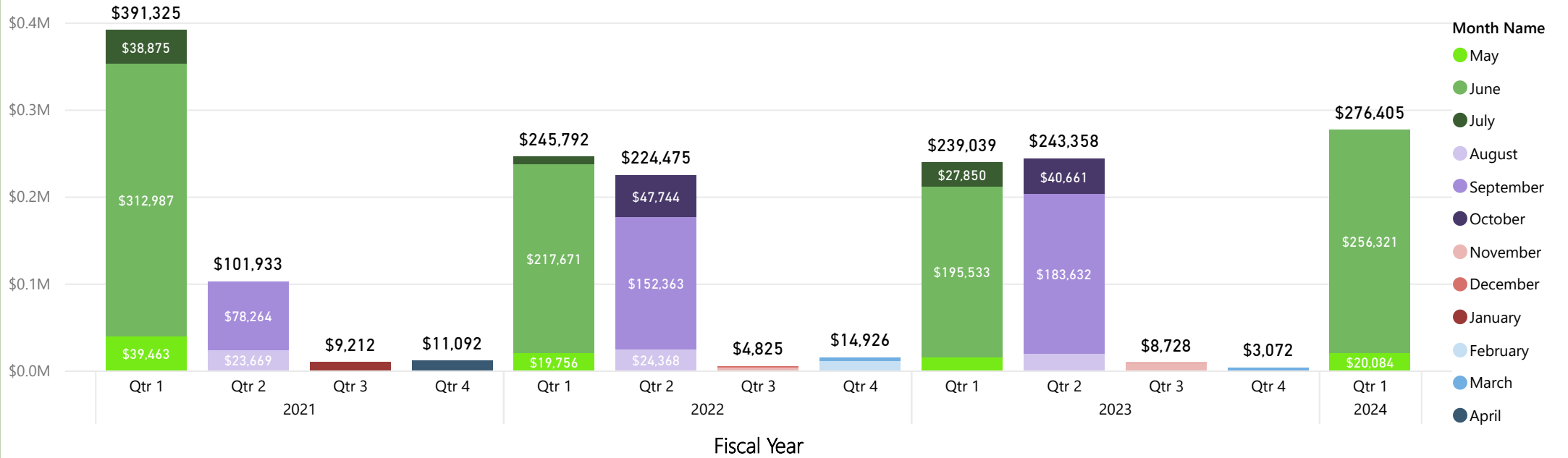


Annual Water and Sewer Receipts

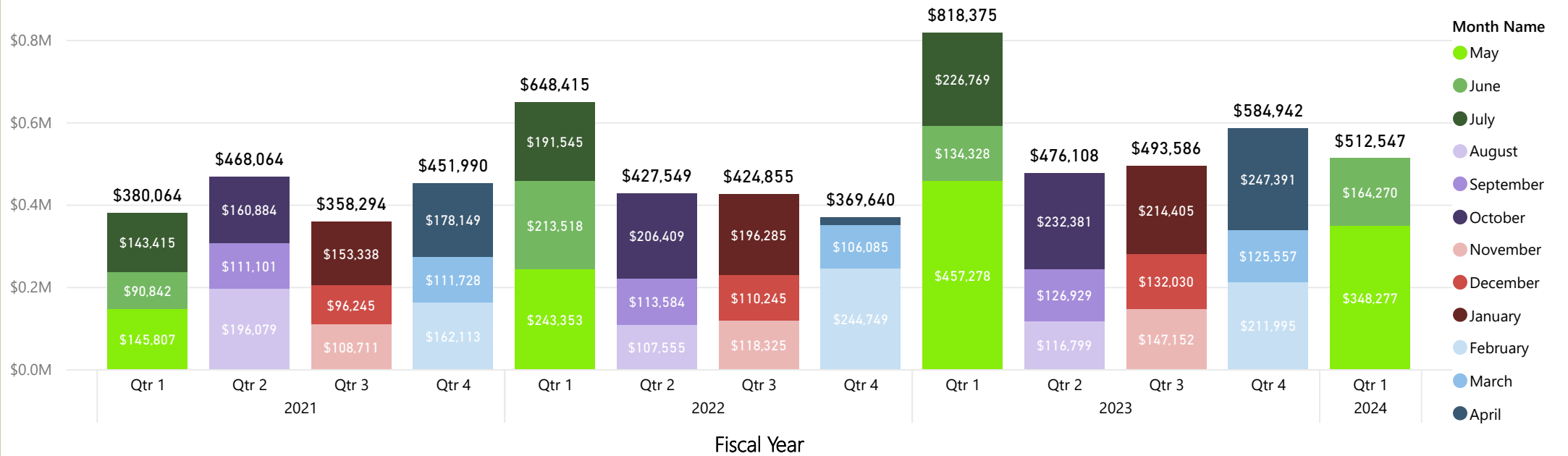


General Fund
Individual
Revenue
Sources

Property Tax Receipts by Month

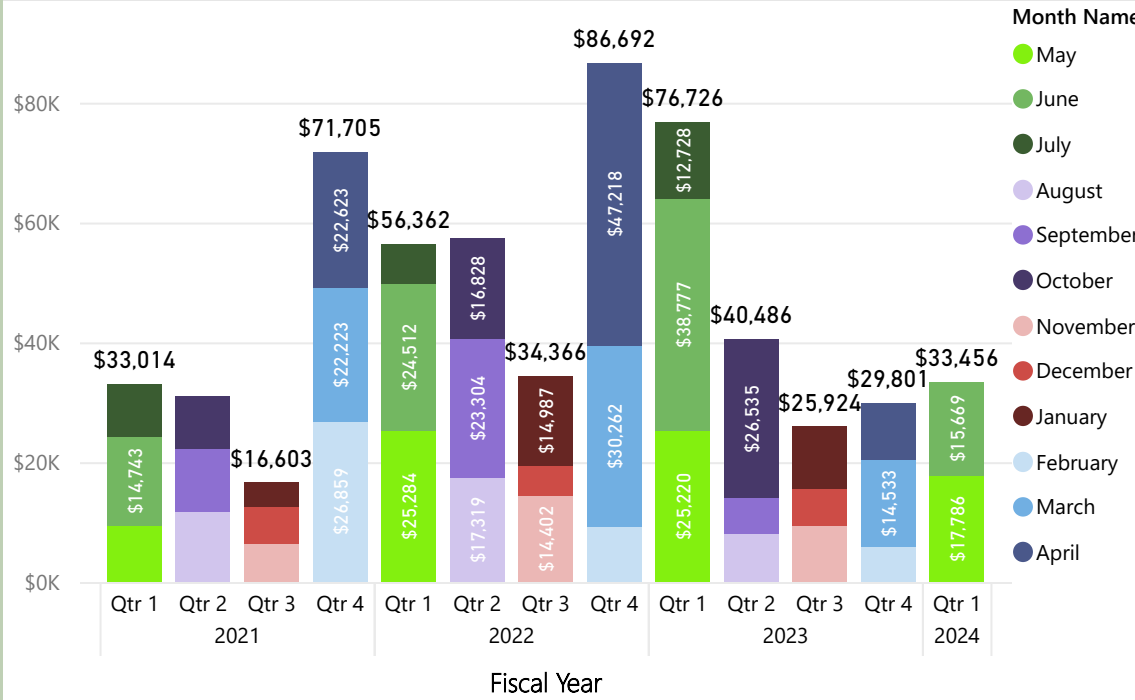


Income Tax Receipts by Month

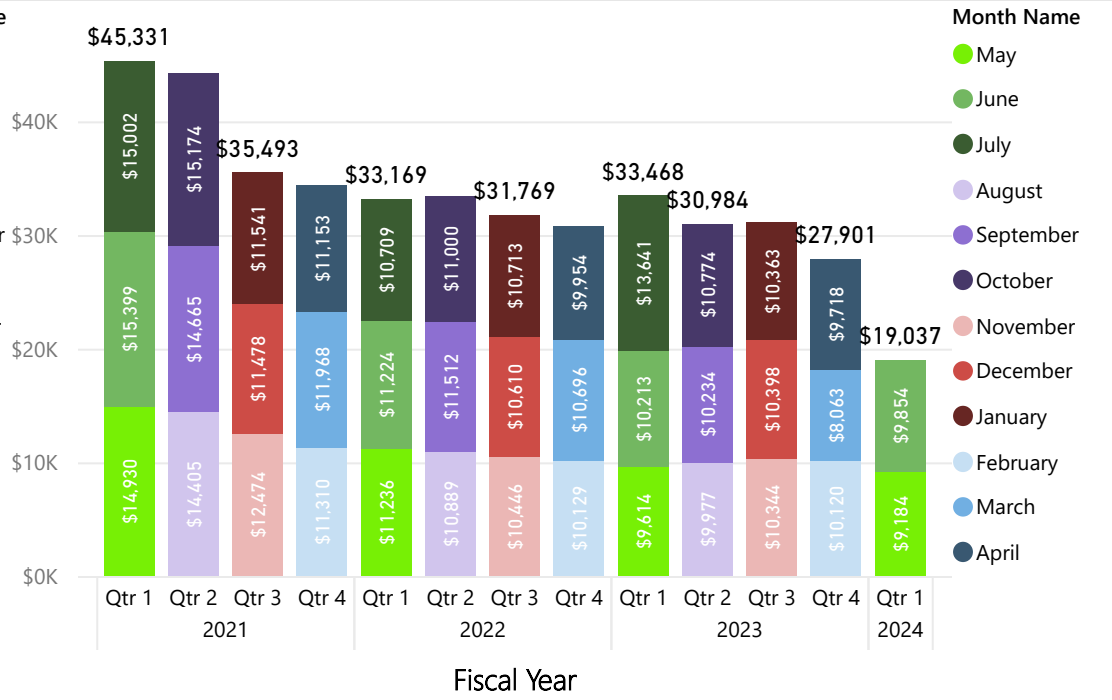


General Fund
Individual Revenue Sources

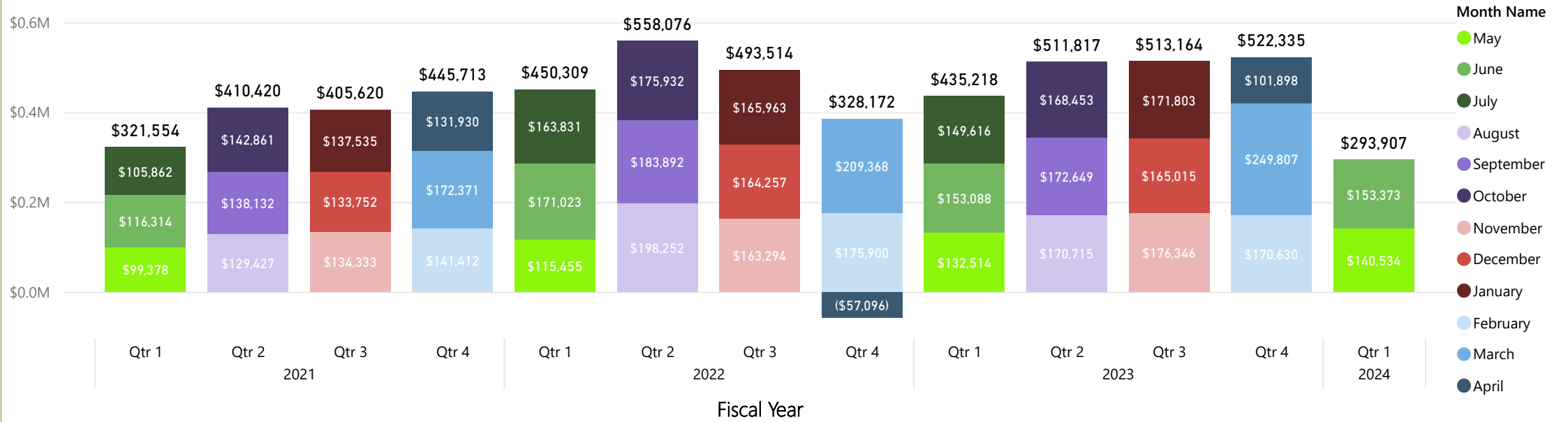
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

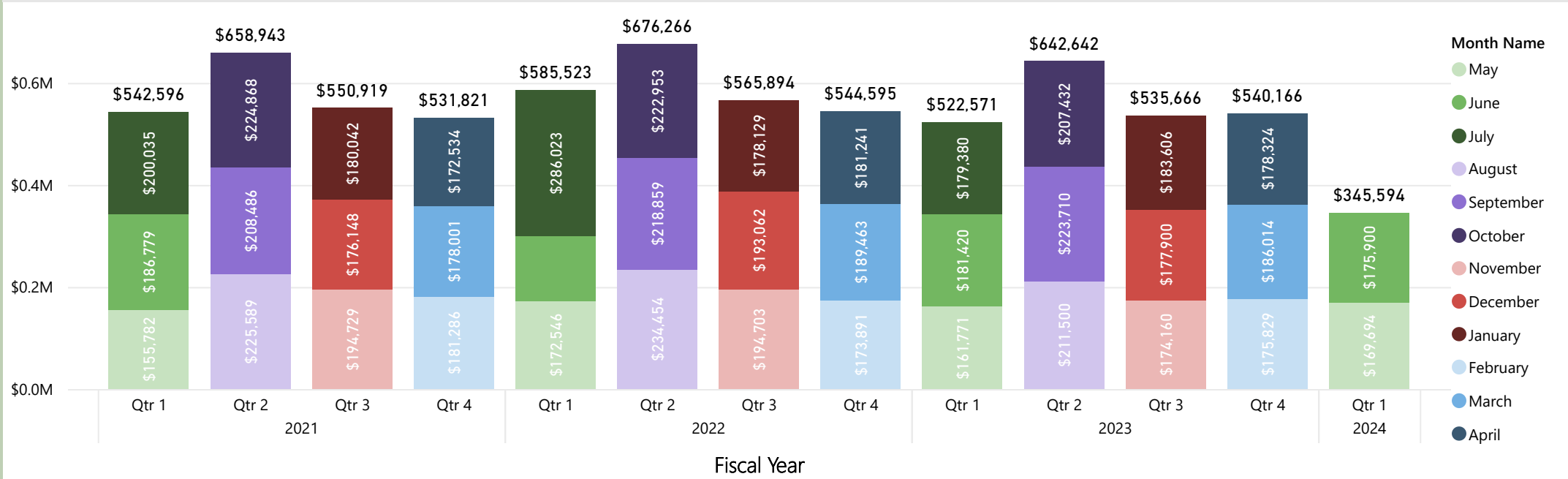


Sales Tax Receipts by Month

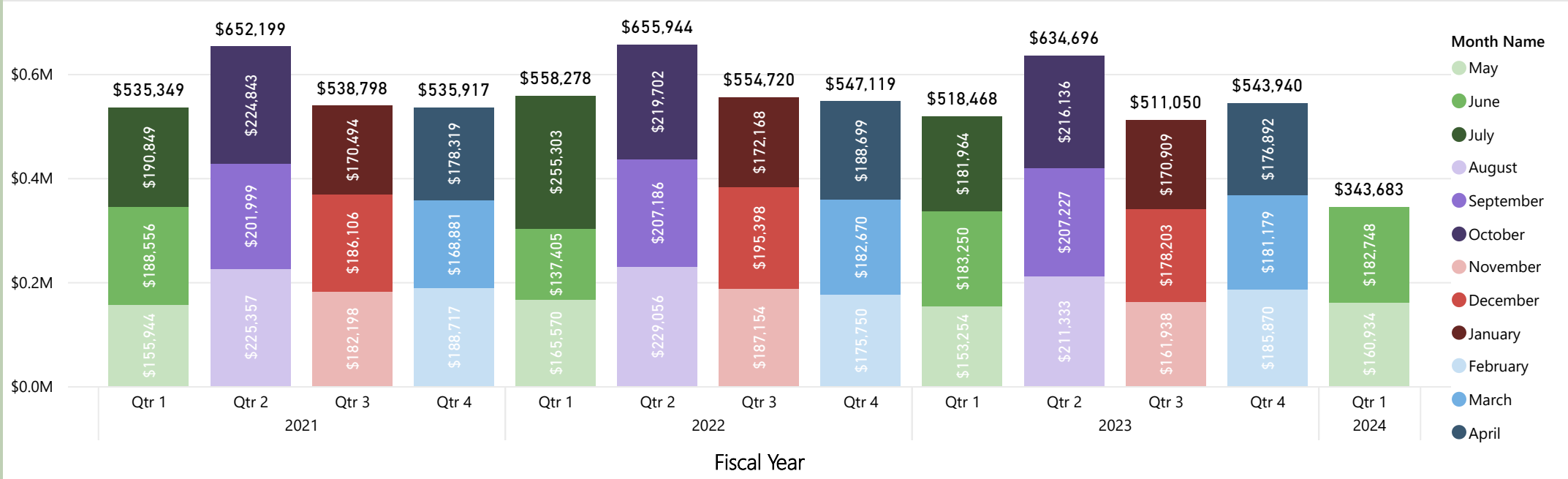


Water/ Sewer Revenues by Month

Water Usage Revenues by Month



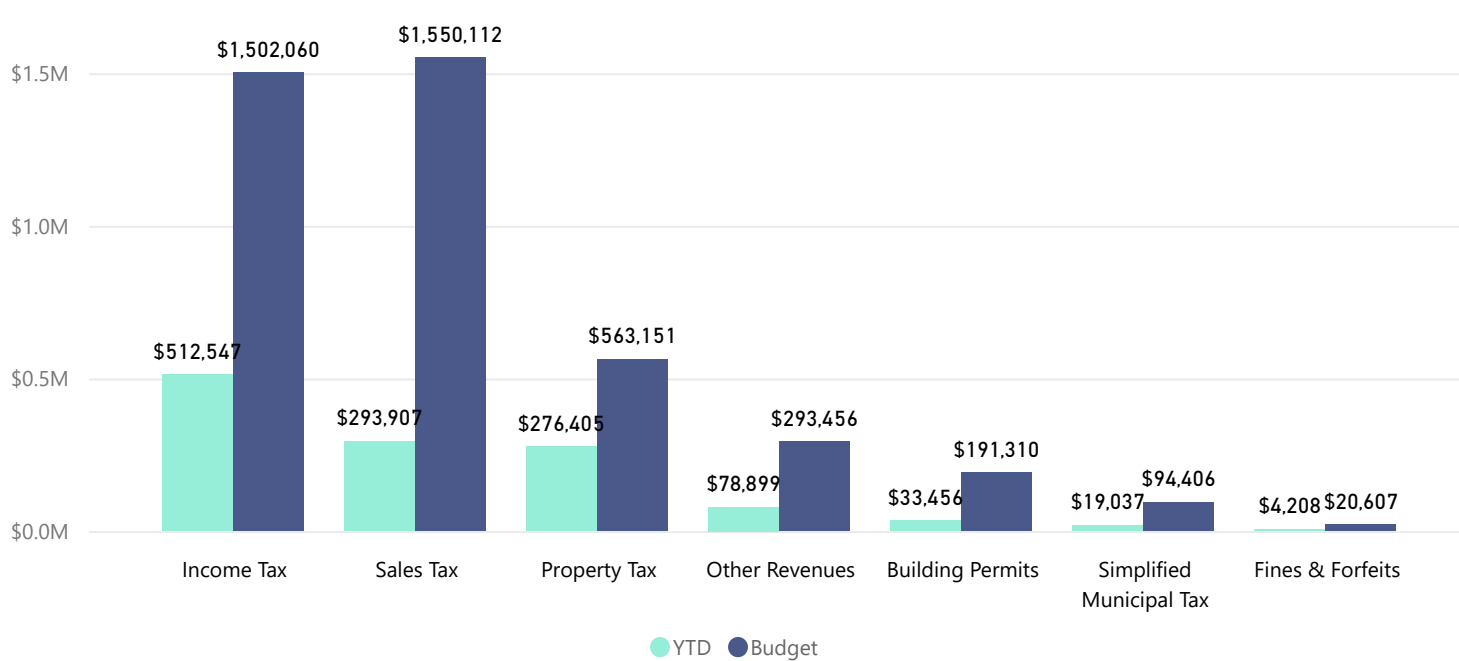
Sewer Usage Revenue by Month



General Fund Historical Revenues

FY	Month Name	Property Tax	Sales Tax	Income Tax	Fines & Forfeits	Building Permits	Simplified Municipal Tax	Other Revenues
2024	May	\$20,084	\$140,534	\$348,277	\$10	\$17,786	\$9,184	\$45,386
2024	June	\$256,321	\$153,373	\$164,270	\$4,198	\$15,669	\$9,854	\$33,513

Actual Fiscal Year 23 Revenue Compared to Budget

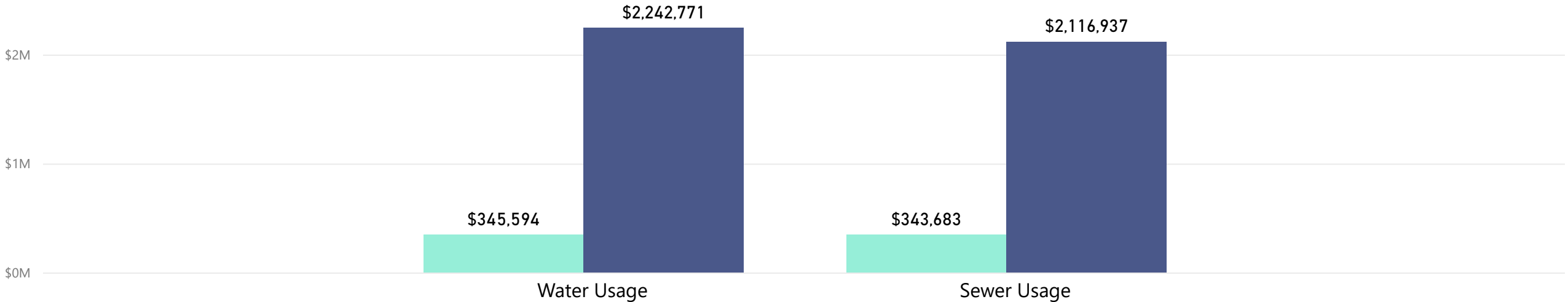


Revenues	YTD	Budget	% of Budget
Sales Tax	\$293,907	\$1,550,112	18.96 %
Income Tax	\$512,547	\$1,502,060	34.12 %
Property Tax	\$276,405	\$563,151	49.08 %
Other Revenues	\$78,899	\$293,456	26.89 %
Building Permits	\$33,456	\$191,310	17.49 %
Simplified Municipal Tax	\$19,037	\$94,406	20.17 %
Fines & Forfeits	\$4,208	\$20,607	20.42 %

Water/ Sewer fund Historical Revenues

FY	Month Name	Water Usage	Sewer Usage
2024	May	\$169,694	\$160,934
2024	June	\$175,900	\$182,748

Actual FY23 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$343,683	\$2,116,937	16 %
Water Usage	\$345,594	\$2,242,771	15 %



MEMORANDUM

DATE: July 7, 2023

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for July 10, 2023**

New Business

A. Resolution 23-7-2268R: Naming the Authorized Signatories for All Village Accounts and Investments

The action associated with this agenda item will remove the retiring Deputy Clerk as an authorized signer for Village banking and investment accounts and will replace her with Karleen Gernady as the Assistant to the Village Administrator. Melissa Forsberg will also replace Jody Stoughtenger on the authorized signatories list as Village Clerk.

B. Ordinance 23-7-2269: Amending the Lindenhurst Zoning Ordinance to Permit Fitness Centers in the Neighborhood Business (NB) District

Prior to the Village Board meeting on Monday, the Village's Plan Commission is scheduled to meet in a special session to review an application from The Unit Strength Training who is looking to move into multiple units within Waterford Commons. They are requesting a text amendment to the zoning code which would allow gyms/fitness as a permitted use within the Neighborhood Business (NB) district. Back in 2019, the Village Board amended the code to allow the same use as defined by NAICS code #713940 within the Community Business district, but that action did not extend to any other zoning designation.

Included in your materials is the Plan Commission supplement memo and information about the proposed business for your reference. Staff will be able to report the result of the Plan Commission meeting to the Village Board during the meeting on Monday.

C. Approval: Addendum to Phase II Engineering for Hawthorne Drive, Sprucewood Lane, and Lake Shore Drive Road Reconstruction Project – Christopher B. Burke Engineering - \$29,288.37

The Village is in receipt of a proposal from Christopher B. Burke Engineering (CBBEL) to amend the scope of the Phase II design engineering and professional services needed for the Lake Shore Drive, et al Road Reconstruction Project. Back in 2020 when we originally began work with CBBEL, the design work did not consider a staged implementation to the road improvement project, but subsequent calls-for-projects from the Lake County Council of Mayors led our staff and consultants to suggest that the project could be broken into stages or phases, if it were more advantageous for funding. As a result of that suggestion,



the Village was awarded just over \$2.5M for the suggested first phase of the project running from Lake Shore Drive to Rolling Ridge Drive. These new project limits require updating plans which were originally created during Phase 1 design along with other minor revisions to the Phase 2 engineering plans which reflect the same limits. Costs for the additional design engineering amendments represents approximately 60% of the total proposal.

The second part of the proposal pertains to land acquisition coordinated by CBBEL by their subconsultant Hampton, Lenzini, and Renwick, Inc. (HLR). HLR was first contracted by CBBEL in 2020 when the Village first sought federal funding through the Lake County Council of Mayors. However, because we were not initially funded for the project, HLR's work did not progress in any significant manner. Now that we have received funding, HLR began the appraisal process for obtaining temporary construction easements and contacting homeowners. There are 11 parcels associated with the first stage of construction and one associated with stage 2. In the time since 2020, when HLR was first engaged on the project their hourly rates for services have increased. The increased cost of land acquisition represents approximately 40% of the overall Phase 2 amendment proposal. It should be noted that CBBEL is not charging any additional fee on top of the charges issued by HLR.

Expenses for the additional professional services will be paid from the Community Capital Fund. With an original budget of \$850,000, adequate funds are available for the additional professional services. With approval from the Village Board, HLR can work through the necessary land acquisitions and CBBEL can begin amending plans for future bidding (planned for January 2024).



Suggested Motion

- A. Move to adopt Resolution 23-7-2268R naming the authorized signatories for all Village of Lindenhurst accounts and investments.**

Roll Call:

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

RESOLUTION NO. 23-7-2268R

**VILLAGE OF LINDENHURST
LAKE COUNTY, ILLINOIS**

**Published in Pamphlet Form by Authority of the
President and Board of Trustees
of the
Village of Lindenhurst, Lake County, Illinois**

Date of Publication: July 10, 2023

RESOLUTION NO. 23-7-2268R

**A RESOLUTION NAMING THE
AUTHORIZED SIGNATORIES FOR ALL
VILLAGE ACCOUNTS AND INVESTMENTS**

WHEREAS, the Village must designate certain officials to sign documents related to Village bank accounts, investment/brokerage accounts and its Illinois Funds Account.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois, as follows:

SECTION I: That the following individuals are hereby authorized to sign and transact business regarding Village bank accounts, investment/brokerage accounts and its Illinois Funds Account:

DOMINIC MARTURANO	Village President
CLAY JOHNSON	Village Administrator
MELISSA FORSBERG	Village Clerk
KARLEEN GERNADY	Assistant to Village Administrator

SECTION II: This Resolution shall be in force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed and Approved by the President and members of the Board of Trustees of the Village of Lindenhurst, Illinois, this 10th day of July, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

TRUSTEES

AYE

NAY

Patrick Dickson
Patty Chybowski
Ronald Grace
Patrick Dunham
Heath Rosten
Dawn Suchy



Suggested Motion

- B. Move to adopt Ordinance 23-7-2269 amending the Lindenhurst zoning ordinance to permit fitness centers in the Neighborhood Business district.**

Roll Call:

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

ORDINANCE NO. 2023-7-2269

**AN ORDINANCE AMENDING THE LINDENHURST ZONING ORDINANCE
TO PERMIT FITNESS CENTERS IN THE NB NEIGHBORHOOD BUSINESS DISTRICT**

**VILLAGE OF LINDENHURST
LAKE COUNTY, ILLINOIS**

**Published in Pamphlet Form by Authority of the
President and Board of Trustees
of the
Village of Lindenhurst, Lake County, Illinois
Date of Publication: July 10, 2023**

ORDINANCE NO. 2023-7-2269

**AN ORDINANCE AMENDING THE LINDENHURST ZONING ORDINANCE
TO PERMIT FITNESS CENTERS IN THE NB NEIGHBORHOOD BUSINESS DISTRICT**

WHEREAS, the Village of Lindenhurst is a municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, pursuant to its authority under the Zoning Enabling Act, the Village has established zoning regulations in the Lindenhurst Zoning Ordinance; and

WHEREAS, a potential fitness center operator contacted the Village requesting an amendment to the Zoning Ordinance to allow fitness centers in the NB Neighborhood Business district; and

WHEREAS, following publication of notice, the Plan Commission conducted a public hearing on July 10, 2023, to consider proposed amendments to the Lindenhurst Zoning Ordinance to allow fitness centers in the NB district; and

WHEREAS, following deliberation on the evidence and testimony during the public hearing, the Plan Commission submitted its recommendation to the Village Board concerning the proposed amendments to the Lindenhurst Zoning Ordinance; and

WHEREAS, the Village Board has determined that permitting fitness centers in the NB district will further the public health, safety, comfort, morals and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois, as follows:

SECTION 1. Recitals. The above recitals are incorporated into this Ordinance by reference.

SECTION 2. Amendment to Table 5.103. Subsection L, entitled "Amusements and Recreation," of Table 5.103 of Section 5.103(A), entitled "Permitted and Special Uses in Nonresidential Districts," of Section 159, entitled "Zoning Regulations," of the Lindenhurst Village Code is amended as follows (**bold, double-underlined** text is added; ~~stricken text~~ is deleted):

Type of Use	NB	CB	CBR2	PBC	O	BK	M	I	RO
* * *									
L. Amusements and Recreation									
* * *									
Fitness Centers (NAICS # 713940)	<u>P</u>	P							
* * *									

SECTION 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

SECTION 4. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village prior to the effective date of this ordinances.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect following its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Lindenhurst, Illinois, this 10th day of July, 2023.

DOMINIC MARTURANO, VILLAGE PRESIDENT

ATTEST:

Melissa Forsberg, Village Clerk

TRUSTEES

Patty Chybowski
Patrick Dickson
Patrick Dunham
Ronald Grace
Heath Rosten
Dawn Suchy

AYE

NAY



MEMORANDUM

DATE: July 7, 2023

TO: Chairman and Members of the Plan Commission

FROM: Clay T. Johnson, Village Administrator

RE: **Plan Commission Supplement – July 10, 2023 Meeting**

A. Public Hearing and Recommendation: Text Amendment – 616 N. Bridgeport Terrace, Unit B – The Unit Strength Training

Property Owner: S.T.U.D.Y.S. Ministries
Name of Applicant: The Unit Strength Training – Rupert Montejo
Street Address of Property: 616 N. Bridgeport Terrace, Unit B
Existing Zoning Classification: NB – Neighborhood Business
Requested Zoning Action: Text Amendment

The Village is in receipt of a development and business license application from Rupert Montejo on behalf of The Unit Strength Training who is looking to occupy a unit within Waterford Commons at 616 N. Bridgeport Terrace. The business is a gym/personal training establishment looking to offer weightlifting and other exercise classes as their primary operation. The site would also potentially host (up to 4 per year) powerlifting or weightlifting meets. These meets help individuals qualify for larger regional and national competitions. The proposed hours of the gym are 6AM to 8PM.

In 2019, the Village amended the zoning code to allow for gyms with sports or personal training within the Community Business (CB) zoning district as a result of a request from Play Tyme Gym. Gyms/Fitness centers for personal training and physical fitness authorized as a permitted use within the CB zoning district and referenced NAICS code number #713940. However, the use was not expanded to any other zoning district at that time. Like Play Tyme Gym, this application indicating the use as a “weight training center” would correspond to the same NAICS code.

Type Of Use	NB	CB	CBR-2	PBC	O	BK	M	I	RO
Fitness centers (NAICS #713940)		P							



You may notice that the location proposed by the applicant within Waterford Commons is the same unit(s) once home to Hol Athlete – a personal training business that is no longer operational. Because Hol Athlete was operating this location, it would be presumed that it was doing so with the appropriate zoning. However, it was determined after a business license application was received for The Unit Strength training, that Hol Athlete never applied for a business license with the Village and therefore, no use restrictions were ever reviewed. With this application, the Village has the ability to go through the proper procedures to ensure that uses comply with our zoning code.

As was mentioned in 2019, staff contends that fitness centers are a popular component of modern retail centers and that such uses should be permitted by right within our retail-oriented zoning districts.

Action Requested

The Village has advertised for a public hearing on this text amendment to occur during a special called meeting of the Plan Commission. At this meeting on July 10th, a public hearing should be conducted to solicit any comments regarding the proposed amendment to the zoning code, allowing gyms and fitness centers as a use permitted by right within the Neighborhood Business (NB) zoning district. If the Plan Commission views the use as not to diminish the health, welfare, or safety of the surrounding properties or the Village as a whole, a motion can be made to recommend approval of a text amendment to the Village of Lindenhurst zoning code to permit fitness centers (#713940) within the NB zoning district to the Village Board.

713940 - Fitness and Recreational Sports Centers

Top Businesses by Annual Sales for 713940 – Click for Complete Profiles:

Life Time Group Holdings Inc	Town Sports Intl Holdings Inc
St John Health System Inc	Equinox Holdings Inc
Planet Fitness Inc	St Charles Parish Pub Schools
Trustmark Mutual Holding Co	24 Hour Fitness Worldwide Inc
Affinity Group Holding LLC	Xponential Fitness Inc

This industry comprises establishments primarily engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports.

Illustrative Examples:

Aerobic dance or exercise centers
Ice or roller skating rinks
Gymnasiums
Physical fitness centers
Handball, racquetball, or tennis club facilities
Swimming or wave pools

Cross-References.

- Establishments primarily engaged in providing non-medical services to assist clients in attaining or maintaining a desired weight are classified in U.S. Industry [812191](#), Diet and Weight Reducing Centers;
- Establishments primarily engaged in providing personal fitness training services are classified in Industry [812990](#), All Other Personal Services;
- Establishments primarily engaged in operating health resorts and spas where recreational facilities are combined with accommodations are classified in Industry [721110](#), Hotels

(except Casino Hotels) and Motels; and

- Recreational sports clubs (i.e., sports teams) not operating sports facilities are classified in Industry [713990](#), All Other Amusement and Recreation Industries.

<u>2007 NAICS</u>	<u>2012 NAICS</u>	<u>2017 NAICS</u>	<u>Index Entries for 713940</u>
713940	713940	713940	Aerobic dance and exercise centers
713940	713940	713940	Athletic club facilities, physical fitness
713940	713940	713940	Body building studios, physical fitness
713940	713940	713940	Dance centers, aerobic
713940	713940	713940	Exercise centers
713940	713940	713940	Fitness centers
713940	713940	713940	Fitness salons
713940	713940	713940	Fitness spas without accommodations
713940	713940	713940	Gymnasiums
713940	713940	713940	Gyms, physical fitness
713940	713940	713940	Handball club facilities
713940	713940	713940	Health club facilities, physical fitness
713940	713940	713940	Health spas without accommodations, physical fitness
713940	713940	713940	Health studios, physical fitness
713940	713940	713940	Ice skating rinks
713940	713940	713940	Physical fitness centers
713940	713940	713940	Physical fitness facilities
713940	713940	713940	Physical fitness studios
713940	713940	713940	Racquetball club facilities
713940	713940	713940	Recreational sports club facilities
713940	713940	713940	Rinks, ice or roller skating

713940	713940	713940	Roller skating rinks
713940	713940	713940	Spas without accommodations, fitness
713940	713940	713940	Sports club facilities, physical fitness
713940	713940	713940	Squash club facilities
713940	713940	713940	Strength development centers
713940	713940	713940	Swimming pools
713940	713940	713940	Tennis club facilities
713940	713940	713940	Tennis courts
713940	713940	713940	Wave pools
713940	713940	713940	Weight training centers



Suggested Motion

- C. Move to authorize the Village Administrator to execute a proposal from Christopher B. Burke Engineering for an addendum to the Phase II Design Engineering agreement in the amount of \$29,288.37. This amount is to be expensed from the Community Capital Fund.**

Roll Call:

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 16, 2023

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

Attention: Clay Johnson
Village Administrator

Subject: Proposal for Supplemental Professional Services
Hawthorne Drive, Sprucewood Lane, and Lake Shore Drive Project
Phase II Engineering & Land Acquisition
Section No.: 18-00032-00-PV (Stage 1 Section No.: 18-00032-01-PV)

Dear Mr. Johnson:

CBBEL is submitting the third supplemental proposal related to staged implementation of the project and land acquisition services for the Hawthorne Drive, Sprucewood Lane, and Lake Shore Drive reconstruction project. Included in this proposal is our Understanding of Assignment, Scope of Services, and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL is currently under contract for Phase II Design Engineering and Land Acquisition Services for the completion of Plans, Specifications and Estimates for a roadway reconstruction contract to be advertised and awarded by IDOT – District One Bureau of Local Roads and Streets (BLRS). Please refer to those two separate proposals for a description of the project location, overall purpose and need for improvements.

In October 2022, the Village received \$2,092,812 in Federal STP-L funds towards the construction and construction engineering of the project. The current total construction and construction engineering cost for the total project is \$8,625,000. Following the receipt of these funds, CBBEL evaluated a way to stage implement the project to advance a portion of the project to construction and prepared addendum Phase I information for IDOT approval. The Phase I Study approved in April 2020, did not identify staged implementation, and therefore, separate approval was needed to construct the project in two separate segments – for which approval from IDOT was received in October 2023. The Plat of Highway was modified to reflect two construction stages, which allowed the land acquisition to proceed ahead for Stage 1. In February 2023, an additional \$461,940 in STP-L funds were received by the Lake County Council of Mayors towards the project. CBBEL prepared additional documentation to obtain

IDOT approved for the adjustment in the Stage 1 limit, which is just west of Rolling Ridge Lane and also extends the improvement across Linden's Landing & Beach. Stage 2 is currently not funded for construction and future funding opportunities will be sought. CBBEL and the Village are in continuous communication with the Lake County Council of Mayors to obtain any other available STP-L funds.

Due to the elapsed time from the approval of the Phase II Engineering and Land Acquisition contracts in August 2019 to when the land acquisition process began, the costs for the Land Acquisition professional services and associated direct costs have increased. The land acquisition for the 11 parcels associated with Stage 1 and one parcel associated with Stage 2 are currently being secured. Eleven of the twelve parcels of acquisition are temporary construction easements, which have a term of five (5) years. The one parcel in Stage 2 will have a term of seven (7) years, and will position the project to advance to construction as quickly as possible, while also scoring additional points on federal funding applications for project readiness with having land acquisition cleared.

Contract plans, specifications and estimates for Stage 1 will be advanced for a April 2024 project letting. Stage 2 will not be advanced until construction funding has been identified. Due to the elapsed time since contract plans were initiated in August 2019, several updates are required and additional design work is needed to break the project up into two separate contracts. Additional funds are anticipated to be needed when funding has been secured for Stage 2; the services below do not take into account any of this additional funding needed to finalize the Stage 2 Engineering Plans for Letting, which are contingent upon identifying construction funding.

SCOPE OF SERVICES

The below supplemental scope of services is separated into two phases:

- Phase 1: Addendum to the Phase II Engineering contract
- Phase 2: Addendum to the Land Acquisition professional services contract.

Phase 1: Task 9 – Funding Coordination: This task includes an additional level of effort for maximizing funding for Stage 1 from the Lake County Council of Mayors (LCCM) and maintaining project eligibility to receive additional federal funds in the STP programs. Continued support for the Village in efforts to obtain any additional State and Federal funding for construction of Stage 2. This task includes preparing funding applications and coordinating with the LCCM following the Council's next call for STP or STP-Shared Funding. CBBEL will also continue to assist the Village to obtain IDOT participation in the Local Agency share of the construction cost.

Phase 1: Task 13 – Stage 1 Implementation: This task will be added to the contract to advance Stage 1 of the project to contract plans, specifications, and estimates. Work included in this task consists of:

Phase I Engineering Addendum – Addendum Phase I documentation will be prepared to construct the project in two stages. Stage 1 from Rolling Ridge Lane to Beck Road and Stage 2 from IL 132 to Rolling Ridge Lane. The addendum Phase I documentation will be submitted to IDOT for approval. This task includes

all associated work effort for coordination, design analysis, exhibits preparation, and required Phase I Addendum documentation per IDOT D1 Bureau of Local Roads.

Phase 2 Engineering Plans – The Engineering Plans (plan set, engineer's opinion of probable cost, and technical specifications) will be updated to show only the applicable Stage 1 limits that will be constructed as part of this Letting. This will include minor revisions to the Roadway and Drainage Plan & Profiles to accommodate the new improvement limits. This also includes plan and estimate updates based on homeowner requests as part of the temporary easement coordination, as well as existing base survey updates to reflect the 2022 Water Main Improvement Project's as-built conditions.

As part of the Phase 2 Engineering Plan breakout, CBBEL will also:

- Continue utility coordination, which includes requesting updates atlases or plans of facilities within the project limits from AT&T, ComEd, Comcast, and North Shore Gas. We will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with the utility companies to either avoid the conflicts or relocate the utility.
- Coordinate with our subconsultant, Testing Service Corporation (TSC), to update the LPC-663 form in accordance with IDOT guidelines and requirements in order for IDOT to advertise the contract without Special Waste and Non-Special Waste provisional pay items, which requires the topsoil and unsuitable soils hauled off from the site must be classified as Clean Construction and Demolition Debris (CCDD). TSC will prepare and sign the LPC-663 to allow all haul-off generated by the project to be disposed of as CCDD. CBBEL will include these forms in the project specifications.
- Coordinate with both IDOT and Lake County Division of Transportation (LCDOT) regarding the proposed Detour Route, obtaining any necessary permits for construction.

Phase 2: Task 1 – Plat of Highway: CBBEL will modify the Plat of Highway to reflect the two construction Stages, and resubmit to IDOT for approval. Direct costs are included for updated title reports.

Task 2: Appraisals, Review Appraisals, and Negotiations: Additional funds for CBBEL's subconsultant, Hampton, Lenzini and Renwick, Inc. (HLR), for performing appraisals, tender offers, and negotiate offers for the proposed property acquisition, and associated direct costs for review appraisals. All land acquisition will be secured for Stage 1 and Stage 2.

FEE ESTIMATE

Our proposed fee estimate for the tasks described above, which will be performed by CBBEL as your prime consultant plus HLR as our subconsultant, are estimated in detail on the attached Cost Estimate of Consultant Services (CECS). In summary, our estimate comes to **\$29,288.37**.

We will bill you at actual staff hourly rates times the multiplier and fixed fee as shown on the CECS. The General Terms and Conditions of the Phase 1 and Phase 2 contracts are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges

THIS PROPOSAL, COST ESTIMATE OF CONSULTANT SERVICES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF LINDENHURST:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.