



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, January 22, 2024
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of January 8, 2024
- IV. Bills Presented for Payment
- V. Board and Staff Reports
 - a. Recognition of Service
 - i. Eric Gugel, 20 Years
 - ii. Charles Hernandez, 25 Years
 - iii. Eric Senica, 25 Years
 - b. Police Officer of the Year Award
- VI. Public Comment on Agenda Items
- VII. New Business
 - A. Resolution 24-1-2281R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings
 - B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (Easement #0004)
 - C. Bid Award: Lake Shore Drive Water Main Replacement Phase 2 – DiMeo Brothers, Inc. - \$1,247,750
 - D. Approval: Lindenhurst Economic Assistance Program (LEAP) Amendments
- VIII. Public Comment
- IX. Executive Session
- X. 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
January 8, 2024
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, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Absent was Trustee Patty Chybowski.
- C. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Tom Jones, Operations Director Kevin Klahs, Assistant to the Village Administrator Karleen Gernady, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of December 11, 2023 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Dunham, to approve the minutes from the Regular Village Board Meeting of December 11, 2023 as presented.
1. Voice Vote
Aye - 5
Nay - 0
Abstain - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Suchy, to approve the first set of bills for the month of January presented for payment in the amount of \$1,065,957.67 for invoices due on or before January 8, 2024.
1. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Treasurer's Report

A. November Treasurer's Report:

1. Trustee Dunham read the Treasurer's Report for November 2023. The total for all accounts on November 30, 2023 was \$16,430,750.87.
2. Trustee Dunham made a motion, seconded by Trustee Grace, to approve the Treasurer's Report for November 2023 as read.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

B. December Treasurer's Report:

1. Trustee Dunham read the Treasurer's Report for December 2023. The total for all accounts on December 31, 2023 was \$16,211,156.52.
2. Trustee Dunham made a motion, seconded by Trustee Dickson, to approve the Treasurer's Report for December 2023 as read.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VII. Board & Staff Reports

- A. Trustee Grace discussed the Owner of the Lindenhurst Center asked him to promote the Christmas program on his radio show. Trustee Grace was able to meet with him after the program. At that time there had been over 400 people in attendance. He was also able to meet with some of the vendors in attendance.
- B. Mayor Marturano announced the following:
 1. Attended the Christmas Program at the Lindenhurst Center. The event was well attended. He was able to speak to Vendors and the Community. There was quite of bit of positive feedback about the new goings on.
 2. Helped at the Township Senior luncheon. It was their annual Casino event. Many Lindenhurst residents attended. Quite a few questions about events around town and an interest in future events.
 3. Will be attending a task force meeting with local municipalities regarding the migrant busses. More information to come.
- C. Village Administrator Clay Johnson advised staff is working on a response plan in the event migrant busses arrive. He further advised, local municipalities are sharing their plans and additional information in which we can better create our own plan.
- D. Police Chief Tom Jones reported the community service officer job search has closed. Twenty-six applications were received and interviews will begin January 22nd.

- E. Operations Director Kevin Klahs reported Public Works is prepared and ready for the coming snow.
- F. Assistant to the Village Administrator Karleen Gernady reported the January/February Village Voice Newsletter is now live utilizing the new format.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Proclamation: Arbor Day 2024
 - 1. Arbor Day is April 26, 2024. This day is a way, in which, to celebrate and recognize the importance of tree planting, upkeep, and preservation. Passing the Arbor Day proclamation at this time would allow Village staff to move forward with our Tree City, USA application.
 - 2. Trustee Grace made a motion, seconded by Trustee Suchy to adopt a proclamation recognizing Friday, April 26, 2024 as Arbor Day within the Village of Lindenhurst.
 - a. Voice Vote
 - Aye – 5
 - Nay – 0Motion carried.
- B. Approval: Mayoral Appointments
 - 1. The Veterans' Memorial Commission has a vacancy due to a resignation. Mr. Timothy Hyland has volunteered to fill this position. Mr. Hyland has a decorated professional and military career. He achieved the rank of Captain in the US Army and Colonel in the US Army Reserves.
 - 2. It was recommended that former Deputy Clerk Vicki VanSlochteren, who has retired, be replaced with Assistant to the Village Administrator, Karleen Gernady. Ms Gernady has already assumed some of the responsibilities of the Deputy Clerk. Appointing her as Deputy Clerk would allow her to step in for the Village Clerk when required.
 - 3. Trustee Dunham made a motion, seconded by Trustee Suchy to approve the Mayor's appointments to the Veterans Memorial Commission and to the position of Deputy Clerk.
 - a. Roll Call
 - Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
 - Nay – 0Motion carried.
- C. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (#0001, 0010, 0011, 0012)
 - 1. Before bidding and construction can begin for the Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project, approximately ten temporary and one permanent easement must be acquired by the Village. The temporary easements extend into

residents driveways. These easements are primarily necessary for regrading. Obtaining these temporary easements would allow the regrading of driveways as a means of meeting slopes that adjoin the new roadway. This would also allow the Village to comply with ADA standards related to sidewalk installation. Once approval of agreements and recording of the easement documents through the end of construction are completed, temporary easements are established. It is the goal of the Village to restore any disrupted driveways/walkways. Per bidding documents, contractors are to repair items such as brick walkways or planters that have been disturbed.

2. The four easements for consideration are located at:
 - a. 1805 Sprucewood (0001)
 - b. 2202 Lake Shore Drive (0010)
 - c. 2204 Lake Shore Drive (0011)
 - d. 319 Lake Shore Drive (0012)
3. Trustee Suchy made a motion, seconded by Trustee Dunham to authorize the Village Administrator to execute agreements for temporary easements #0001, 0010, 0011, and 0012 for the Hawthorne/Sprucewood/Lake Shore Drive Road Reconstruction project. Funds for the purchase of the temporary easements are to be paid from the Community Capital Fund.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

D. Approval: Police Squad Purchases FY 2024

1. The Suburban Purchasing Cooperative informed the Village it has extended its contract with Currie Motors (Frankfort, IL) for one more year for squad car purchases. Unfortunately, this extension includes an increase as compared to our October 2022 purchases. As per our replacement schedule, three squad cars were slated for replacement within our current budget. This increase would exceed our budget.
2. In addition to a price increase, the Village was informed orders open in the first quarter of 2024; however, delivery would not take place until approximately the fourth quarter. Squads are paid for at the time of delivery. Because of the anticipated delivery date, the cars would be expensed within our FY2025 budget.
3. If the Board approves the purchase of the squad cars now, Village staff will amend the budgeted expense for FY2025. Per the replacement schedule, after this purchase, there are no squad cars scheduled for replacement for two years.
4. Trustee Dunham made a motion, seconded by Trustee Suchy to authorize the purchase of three (3) replacement squad cars to be expensed in FY 24-25 from Currie Motors Ford of Frankfort, IL in an amount not to exceed \$134,862.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

- E. Approval: Lindenhurst Economic Assistance Program (LEAP) Amendments
 - 1. Since the inception of the LEAP program, the Village has provided financial assistance to seven new, remodeling, or expanding businesses within Lindenhurst. Approximately 51% of the original allocated LEAP funds has been provided as business incentives.
 - 2. It has been a few years since the LEAP program was implemented. Village staff feels there are a few modifications that would clarify terms for future applicants, which will allow the Village to administer the program in a more concise manner.
 - 3. After discussion amongst the Village Board, the Board has requested revisions to the suggested changes. They will then review for approval at a future meeting.

X. **Public Comment**

- A. A resident of the Grants Grove subdivision expressed their concerns and posed some questions pertaining to the proposed Redwood Living Development.

XI. **Executive Session**

- A. Mayor Marturano informed the Board and Public that the purpose of the Executive Session was the statutorily required review of prior executive session minutes pursuant to 5 ILCS 120/2(c)(21).
- B. Trustee Suchy made a motion, seconded by Trustee Dunham to move into Executive Session to review prior executive session minutes pursuant to 5 ILCS 120/2(c)(21).
 - 1. Roll Call
 - Ayes - 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
 - Nay - 0
 - Motion carried. The regular Village Board meeting moved out of regular session at 8:10pm.
- C. Returned to regular session at 8:15pm.

XII. **Adjournment**

- A. Trustee Dunham made a motion, seconded by Trustee Suchy to adjourn the meeting.
 - 1. Voice Vote
 - Aye - 5
 - Nay - 0
 - Motion carried.
 - 2. The meeting was adjourned at 8:15pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

Fund	Department	Line Item	Item Description	Amount
AEP ENERGY				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	7,769.35
			Vendor Total:	7,769.35
AMERICAN GASES CORPORATION				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	GAS CYLINDERS	48.75
			Vendor Total:	48.75
ANCEL GLINK, P.C.				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ADMIN LEGAL - DECEMBER 2023	850.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	LENNAR ESCROW	1,396.50
			Vendor Total:	2,246.50
ANTIOCH AUTO PARTS				
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	ATF STOCK	23.39
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	ATF STOCK	15.60
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 57 HEADLIGHT	40.42
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 57 HEADLIGHT	26.94
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 57 BOLT TURBO	11.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 57 BOLT TURBO	8.00
			Vendor Total:	126.33
AWARDS BY KAYDAN				
GENERAL FUND	POLICE	PRINTING & PUBLICATION	ANNIVERSARY PLAQUE - HOLBACH	64.50
			Vendor Total:	64.50
BRIAN COLE				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 713 CROSSWIND LN	189.00
			Vendor Total:	189.00
CHRISTOPHER B. BURKE ENGINEERING				
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	MISC ENGINEERING ASSISTANCE	500.00
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	PHASE II - HAWTHORN/SPRUCEWOOD/I	20,000.00
			Vendor Total:	20,500.00
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.04
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.07
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.04
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	45.07
			Vendor Total:	150.22
CLARK BAIRD SMITH LLP				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	LEGAL SERVICES	3,375.00
			Vendor Total:	3,375.00
COLETTE & ANO PLUMBING CO.				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	PD TOILET REPAIRS	231.25
			Vendor Total:	231.25
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	2.64
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.66
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.66
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	2.65
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	8.15
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	2.04
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	2.04
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	8.15
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	(9.84)
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	(2.45)
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	(2.45)
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	(9.83)
			Vendor Total:	2.42
DAM, SNELL, & TAVEIRNE, LTD.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	260.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	1,040.00
			Vendor Total:	1,300.00
DATA INTEGRATORS, INC.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	115.66

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	303.61
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	POSTAGE	UB PROCESSING/MAILING & UB POSTA	809.62
REFUSE & RECYCLING 30		GROOT CONTRACT	UB PROCESSING/MAILING & UB POSTA	216.86
			Vendor Total:	1,445.75
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#8 - OIL & FILTER & OUTER TIRE F	125.06
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#8 - OIL & FILTER & OUTER TIRE F	83.38
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	OIL & FILTER CHANGE #24-18	24.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	OIL & FILTER CHANGE #24-18	16.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#54 - BLEND DOOR ACRUATOR	151.53
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#54 - BLEND DOOR ACRUATOR	101.02
			Vendor Total:	500.99
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	340.11
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	148.18
			Vendor Total:	488.29
DEKIND COMPUTER CONSULTANTS				
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - DECEME	667.00
IT FUND		COMPUTER REPLACEMENTS	DVD DRIVE FOR SUZIE	160.05
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	WEBCAM FOR CHIEF COMPUTER	77.39
			Vendor Total:	904.44
DONALD SONNEFELDT				
GENERAL FUND	PUBLIC WORKS	TRAINING & CONFERENCE	CDL RENEWAL REIMBURSEMENT - D. S	24.54
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	CDL RENEWAL REIMBURSEMENT - D. S	36.81
			Vendor Total:	61.35
FORCE AMERICA				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	FLOW CONTROL REPLACEMENT TRK 53	444.25
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	FLOW CONTROL REPLACEMENT TRK 53	296.17
			Vendor Total:	740.42
GEARY ELECTRIC, INC				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	DECEMBER STREET LIGHT MAINTENANC	253.14
			Vendor Total:	253.14
GRAINGER, INC.				
UTILITY FUND 60	SEWER	COLLECTION SYSTEM MAINTENANCE	LS7 GEN SET BLOCK HEATER	174.95
			Vendor Total:	174.95
GRANITE TELECOMMUNICATIONS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	TELEPHONE - PW	875.29
			Vendor Total:	875.29
GROOT INDUSTRIES, INC				
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	102,662.44
			Vendor Total:	102,662.44
HINCKLEY SPRINGS				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	87.93
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	161.55
			Vendor Total:	249.48
HYDRAULIC SERVICES, INC.				
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	TRK 42 - PLOW REBUILD	152.39
			Vendor Total:	152.39
IMRF VILLAGE OF LINDENHURST				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN IMRF	VILLAGE OF LINDENHURST IMRF - JA	4,910.84
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER IMRF	VILLAGE OF LINDENHURST IMRF - JA	5,013.15
REFUSE & RECYCLING 30		IMRF CONTRIBUTION	VILLAGE OF LINDENHURST IMRF - JA	306.92
			Vendor Total:	10,230.91
JAY-R STEEL & WELDING, INC				
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	SPREADER WING REPLACEMENT TRUCK	600.00
			Vendor Total:	600.00
JOHNNY D TEES, LLC				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	WINTER WEAR	265.40
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	WINTER WEAR	398.10
			Vendor Total:	663.50

Fund	Department	Line Item	Item Description	Amount
JULIE., INC.				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATIN	2024 ANNUAL ASSESSMENT	2,190.03
			Vendor Total:	2,190.03
LAKE COUNTY CHIEFS OF POLICE				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	LCCPA MONTHLY MEETING	84.00
			Vendor Total:	84.00
LAKE COUNTY CLERK				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	RECORDING DIVISION - LSD TEMPORA	350.00
			Vendor Total:	350.00
LAKE COUNTY MECHANICAL				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	FURNACE BLOWER MOTOR	795.17
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	FURNACE REPAIR	420.00
			Vendor Total:	1,215.17
LAKE COUNTY TRANSPORT ALLIANCE				
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	ANNUAL 2024 MEMBERSHIP DUES	685.00
			Vendor Total:	685.00
LAKE COUNTY TREASURER				
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	DECEMBER 2023 BUILDING SERVICES	4,310.67
			Vendor Total:	4,310.67
LINDEN PLAZA LINDENHURST, LLC				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ECONOMIC INCENTIVE AGREEMENT LIN	80,000.00
			Vendor Total:	80,000.00
MENARD'S - ANTIOCH				
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	MAILBOX REPLACEMENTS	547.52
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	HEATERS COLD WEATHER	161.76
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	WALL ANCHORS	3.97
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	KLEAN HEAT STOCK	35.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	KLEAN HEAT STOCK	23.98
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	GREASE & TAPE PLOW REPAIR	22.49
GENERAL FUND	PUBLIC WORKS	TOOLS	BOLT EXTRACTOR KIT	35.25
			Vendor Total:	830.95
MORTON SALT, INC.				
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	ROAD SALT	7,959.06
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	ROAD SALT	12,259.83
			Vendor Total:	20,218.89
NEWS-SUN				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	NEWSPAPER SUBSCRIPTION	116.43
			Vendor Total:	116.43
NICOR				
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION	92.78
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR	90.10
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	101.57
			Vendor Total:	284.45
NORTHWESTERN UNIVERSITY				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	MYHRA - SUPERVISION OF POLICE PE	1,100.00
			Vendor Total:	1,100.00
ON-TARGET SOLUTIONS GROUP, INC.				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	SEMINAR - SIEFKEN	325.00
			Vendor Total:	325.00
PAYNE & DOLAN, INC.				
MOTOR FUEL TAX 15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT	304.20
			Vendor Total:	304.20
PAYROLL - EXPENSES				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	3,548.93
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	221.81
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	3,622.87
			Vendor Total:	7,393.61
PAYROLL - GROSS PAYS				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	5,928.29
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	8.36

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description		Amount
GENERAL FUND	ADMINISTRATION	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		936.32
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION		90.00
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION		1,183.04
GENERAL FUND	ENGINEERING & BUILDING	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		133.57
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		3,375.54
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION		1,995.45
GENERAL FUND	POLICE	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		14,390.44
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION		13,544.27
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION		4,679.20
GENERAL FUND	PUBLIC WORKS	PART TIME WINTER PERSONNEL	PAYROLL GROSS COMPENSATION		9,807.00
GENERAL FUND	PUBLIC WORKS	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		1,550.21
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION		2,389.54
REFUSE & RECYCLING 30		SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		213.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION		6,328.34
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION		11.15
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		855.91
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION		13,544.27
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION		4,679.20
UTILITY FUND 60	SEWER	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		1,550.20
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION		6,772.14
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION		2,339.60
UTILITY FUND 60	WATER	SICK TIME COMPENSATION	PAYROLL GROSS COMPENSATION		775.10
GENERAL FUND	PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		480.00
UTILITY FUND 60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		480.00
UTILITY FUND 60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION		240.00
Vendor Total:					156,043.75
PAYROLL - PROCESSING FEES					
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES		353.76
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES		78.61
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES		353.76
Vendor Total:					786.13
RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND	PUBLIC WORKS	TOOLS	SALT SPREADER & SNOW SHOVELS		158.38
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TOOLS	SALT SPREADER & SNOW SHOVELS		237.57
Vendor Total:					395.95
SOLENIS					
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	POLYMER		5,610.50
Vendor Total:					5,610.50
STRAND ASSOCIATES, INC.					
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	LIFT STATION UPGRADES ENGINEERIN	ENGINEERING - LS UPGRADES		1,171.77
Vendor Total:					1,171.77
SUNPOWER CORPORATION					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB Receipt Refund for Account #:		9.00
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB Receipt Refund for Account #:		51.40
UTILITY FUND 60	SEWER	SEWER USAGE	UB Receipt Refund for Account #:		113.43
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB Receipt Refund for Account #:		10.00
UTILITY FUND 60	WATER	WATER USAGE	UB Receipt Refund for Account #:		120.27
Vendor Total:					304.10
SWANSON, MARTIN & BELL, LLC					
GENERAL FUND	POLICE	LEGAL EXPENSE	DECEMBER 2023 PROSECUTION MATTEF		2,835.50
Vendor Total:					2,835.50
TEKLAB, INC					
UTILITY FUND 60	SEWER	LAB SERVICE	DEC. WWTP SAMPLING		2,965.40
Vendor Total:					2,965.40
USA BLUEBOOK					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	DEIONIZED WATER STOCK		220.53
Vendor Total:					220.53
VISTA MEDICAL CENTER WEST					

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 01/09/2024 - 01/22/2024
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description		Amount
UTILITY FUND 60	SEWER	IMMUNIZATIONS	PRE-EMPLOYMENT - Z. TURNER		226.50
			Vendor Total:		226.50
WAUKEGAN ROOFING COMPANY, INC.					
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	VH ROOF LEAK		939.07
			Vendor Total:		939.07
WEX BANK					
GENERAL FUND	POLICE	GAS & OIL	PD FUEL		3,095.58
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	PW FUEL		452.32
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW FUEL		1,055.41
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	PW FUEL		655.57
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW FUEL		1,529.67
GENERAL FUND	POLICE	GAS & OIL	PD FUEL		2,766.80
			Vendor Total:		9,555.35
			Grand Total:		456,469.61

Fund Totals:

GENERAL FUND 01	151,130.93
I.M.R.F./F.I.C.A. FUND 06	8,459.77
IT FUND 11	1,315.34
MOTOR FUEL TAX FUND 15	20,523.09
COMMUNITY CAPITAL FUND 21	20,360.00
MISCELLANEOUS ESCROW FUND 24	81,396.50
REFUSE & RECYCLING FUND 30	106,517.47
UTILITY FUND 60	65,594.74
WATER/SEWER CAPITAL FUND 61	1,171.77
Total For All Funds:	\$456,469.61



MEMORANDUM

DATE: January 19, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for January 22, 2024**

New Business

A. Resolution 24-1-2281R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings

Pursuant to state statute, the Village Board has performed its semi-annual review of executive session minutes for possible release to the public. Those executive session minutes which are identified in the resolution are recommended to be approved and released.

B. Approval: Hawthorn/Sprucewood/Lake Shore Drive Road Reconstruction Project Temporary Easement Acquisition (#0004)

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

The temporary easement before you this evening for approval is located at 2107 Sprucewood (0004). The map of all temporary easement locations is included in the materials for your convenience along with the easement documents. Properties with green dots are those where easements have been accepted by the owners. With the approval of the acquisition of this easement, the Village will have obtained all the necessary easements for the project – both Stage 1 and 2.

The total cost of the easement presented for your approval is \$3,300. Payment for the easements will be made from the Community Capital Fund. With this approval, the Village authorized \$55,800 in easement acquisitions. This is \$16,740 below what we budgeted for property acquisitions for this project.



C. Bid Award: Lake Shore Drive Water Main Replacement Phase 2 – DiMeo Brothers, Inc. - \$1,247,750

The Village opened bids on Tuesday, January 9, 2024 for the second phase of water main replacement and improvements along Lake Shore Drive. The primary location of this work would be south of Green Tree Court to Sprucewood Lane.

The Village received nine bids with the variance between the lowest cost bid received and the fifth lowest cost bid being about \$40,000. The engineer's estimate for the project totaled \$1,397,525. The two lowest bids were supplied by Millennium Contracting Company (Chicago, IL) and DiMeo Brothers, Inc. (Elk Grove Village) in the amounts of \$1,245,856 and \$1,247,750, respectively. Village staff asked our consultants to perform due diligence and review the documentation of the companies providing the two lowest bids. Christopher B. Burke Engineering (CBBEL) sent questionnaires to those two companies and performed reference checks on each company's past work.

Our due diligence revealed some concerns with Millennium Contracting's ability to complete the job in a timely fashion. To quantify those concerns, our engineer performs an analysis measuring the size of the proposed job against each company's financial rating and available work rating. Key to this calculation are two components - IDOT Certificate of Eligibility and Affidavit of Availability provided by each contractor. For reference, Millennium's IDOT prequalified amount is \$750,000 and DiMeo's is \$36,935,000. The Certificate of Eligibility indicates the size of project the contractor could reasonably perform on a job with IDOT oversight. The Affidavit of Availability indicates the number and scale contractors' current/pending awarded contracts as a prime or subcontractor. It also indicates the type of work that each company has been contracted to do.

To determine if a contractor may be overextended, two calculations are ran with respect to their financial rating and available work rating as mentioned above. When determining a contractor's available financial rating, the total amount of uncompleted work is subtracted from the IDOT prequalification amount. This amount should equal or exceed the cost of the project. The amount of uncompleted work is provided by each contractor on the Affidavit of Availability.

AVAILABLE FINANCIAL RATING

Millennium:

- Uncompleted work to do with own forces: \$11,755,530
 - *Note their affidavit only included Drainage work under Part II, should have included all work under contract to be performed with their own forces.
- IDOT Certificate of Eligibility – Prequal Amount: \$750,000
- Financial Rating = \$750,000 - \$11,755,530 = - **\$11,005,530 (Available Financial Rating)**
 - **Does not equal or exceed the cost of the project (\$1,245,856.00)**



DiMeo:

- Uncompleted work to do with own forces: \$4,466,401
- IDOT Certificate of Eligibility –Prequal Amount: \$36,935,000
- Financial Rating = \$36,935,000 - \$4,466,401 = **\$32,468,59 (Available Financial Rating)**
Does exceed the cost of the project (\$1,247,750.00)

Similarly, we tested the available work rating of the two companies. This is a calculation that subtracts the amount of uncompleted and related work (as attested to on the affidavit) from the IDOT prequalification amount. This amount should equal or exceed 50% of the estimated project cost.

AVAILABLE WORK RATING

Millennium:

- Uncompleted work to do with own forces (Drainage category): \$11,755,530
- IDOT Certificate of Eligibility – Drainage Prequal Amount: \$750,000
- Available Work Rating = \$750,000 - \$11,755,530 = - **\$11,005,530 (Available Work Rating)**
- Anticipated work to do with own forces (Drainage items): \$992,678
 - Total Available Work Rating (use - **\$11,005,530 as this value is less than \$992,678**) **does not equal or exceed 50% of estimated project cost (\$622,928).**

DiMeo:

- Uncompleted work to do with own forces (Drainage category): \$2,504,963
- IDOT Certificate of Eligibility – Drainage Prequal Amount: \$28,575,000
- Available Work Rating = \$28,575,000 - \$2,504,963 = **\$26,070,037 (Available Work Rating)**
- Anticipated work to do with own forces (Drainage items): \$1,040,550
 - Total Available Work Rating (use **\$1,040,550 as this value is less than \$26,070,037**) **does equal or exceed 50% of estimated project cost (\$623,875).**

It is common vernacular in the public sector to award “the lowest bid” to a publicly advertised project. However, bids are to be awarded based upon their responsiveness and responsibility. This means that the contractor should respond timely and with a figure that the company can reasonably perform. The contractor’s ability to finish this job professionally and promptly is paramount as it precedes the first stage of the Lake Shore Drive, et al Road Reconstruction Project. Because of the IDOT timing requirements and the added complications with accessing Federal funds, we cannot leave the success of this project to chance. Extended delays or slow pace of work could jeopardize the timing and or funding for long planned road improvement. Our staff has also conferred with our legal counsel who asserts that the Village is on solid footing to characterize Millennium’s bid as not responsible based upon the findings mentioned above. With all of those factors in mind and utilizing the information evidenced from these calculations, our staff and consulting engineers are recommending that the Village Board accept the bid of DiMeo Brothers, Inc. for the Lake Shore Drive Water Main Project in an amount of \$1,247,750.



D. Approval: Lindenhurst Economic Assistance Program (LEAP) Amendments

After the Village Board's discussion at the January 8, 2024 meeting, the suggested changes were incorporated into the suggested revisions to the LEAP program. The changes include restoring the "Welcome to Lindenhurst" portion of the program which pays for new Chamber silver-tier memberships. The other addresses a concern with respect to the recommendation of paring down the requirement of receiving two quotes to a single quote. Language has been added giving staff the option to request additional information, including a second quote, if the original quote or scope of work does not appear to be in keeping with market rates or doesn't appear to justify the cost of the project.

The changes included within the LEAP Application Procedure on Page 3 of the program document enclosed in your materials reads as follows. (The new added language is in blue):

~~At least two (2)~~ **A contractor's** work proposals including a detailed cost estimate along with an indication of where the work will take place (interior, exterior, parking lot, grounds, etc.). **If the original proposal/quote/scope of work does not demonstrate or justify the cost of the project, Village staff may request that the applicant seek a secondary quote. The Village reserves the right to request additional documentation to ensure the applicant/contractor's supplied costs are reasonable. Failure to supply documentation that is reasonably requested by staff may lead to denial of the application.**

It wasn't discussed in detail at the previous Village Board meeting, but the Village has other protections in the form of its incentive agreement with the recipient of an awarded application. Should an applicant provide any misrepresentation in the application documents (including the quote) a default could be triggered under the terms of the agreement. This is discussed in Section 8(D). In response to the example given, if an applicant inflates the project cost and the Village later discovers it, the Village can exercise all available legal remedies, including clawing back the previously-paid award under Sections 4(A) and (D). The Village has this right under the LEAP agreements it has approved to date, and it will continue to have that right after the program modifications are approved.

Outside of our January 8th discussion, another edit that occurred between our meetings cleaned up some of the language pertaining to what would happen with our previous agreements if the program were to end. That revised language is written in blue on Page 3 of the LEAP document.

On Monday, staff seeks your direction on the updated changes. The approved changes will be reflected in our program documentation and other information as provided on our website.



Suggested Motion

- A. Move to adopt Resolution 24-1-2281R approving and making a determination on executive session meeting minutes and verbatim recordings.**

Roll Call:

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

RESOLUTION NO. 24-1-2281R

A RESOLUTION APPROVING AND MAKING A DETERMINATION ON EXECUTIVE SESSION MEETING MINUTES AND VERBATIM RECORDINGS

WHEREAS, the Village Board of Trustees of the Village of Lindenhurst, has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06, on January 8, 2024, the Village Board conducted a review and approval of executive session meeting minutes and has determined that certain executive session minutes should be released to the public; and

WHEREAS, the Village Board has determined that certain executive session minutes not yet released should remain confidential, subject to further review and determination as to their appropriateness for release at a future date; and

WHEREAS, the Village Board has also determined that certain verbatim recordings of executive session minutes for meetings that occurred at least 18 months ago and for which minutes have been approved are ready for destruction pursuant to Section 2.06(c) of the Act.

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

SECTION 1. The Village Board of Trustees hereby determines that the following executive session meeting minutes should be approved for content and release:

<p>APPROVED FOR CONTENT & RELEASE</p>
<p>July 10, 2023</p>

SECTION 2. The Village Board of Trustees hereby determines has further determined that all executive session meeting minutes that have not yet been approved for release to the public should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date.

SECTION 3. The Village Board of Trustees hereby determines that verbatim recordings of executive session meetings that occurred at least 18 months ago and for which minutes have been approved are ready for destruction, and hereby directs the Village Administrator to destroy these recordings without further action or approval by the Board:

SECTION 4. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Lindenhurst, Illinois, this 22nd day of January, 2024.

DOMINIC MARTURANO, MAYOR

ATTEST:



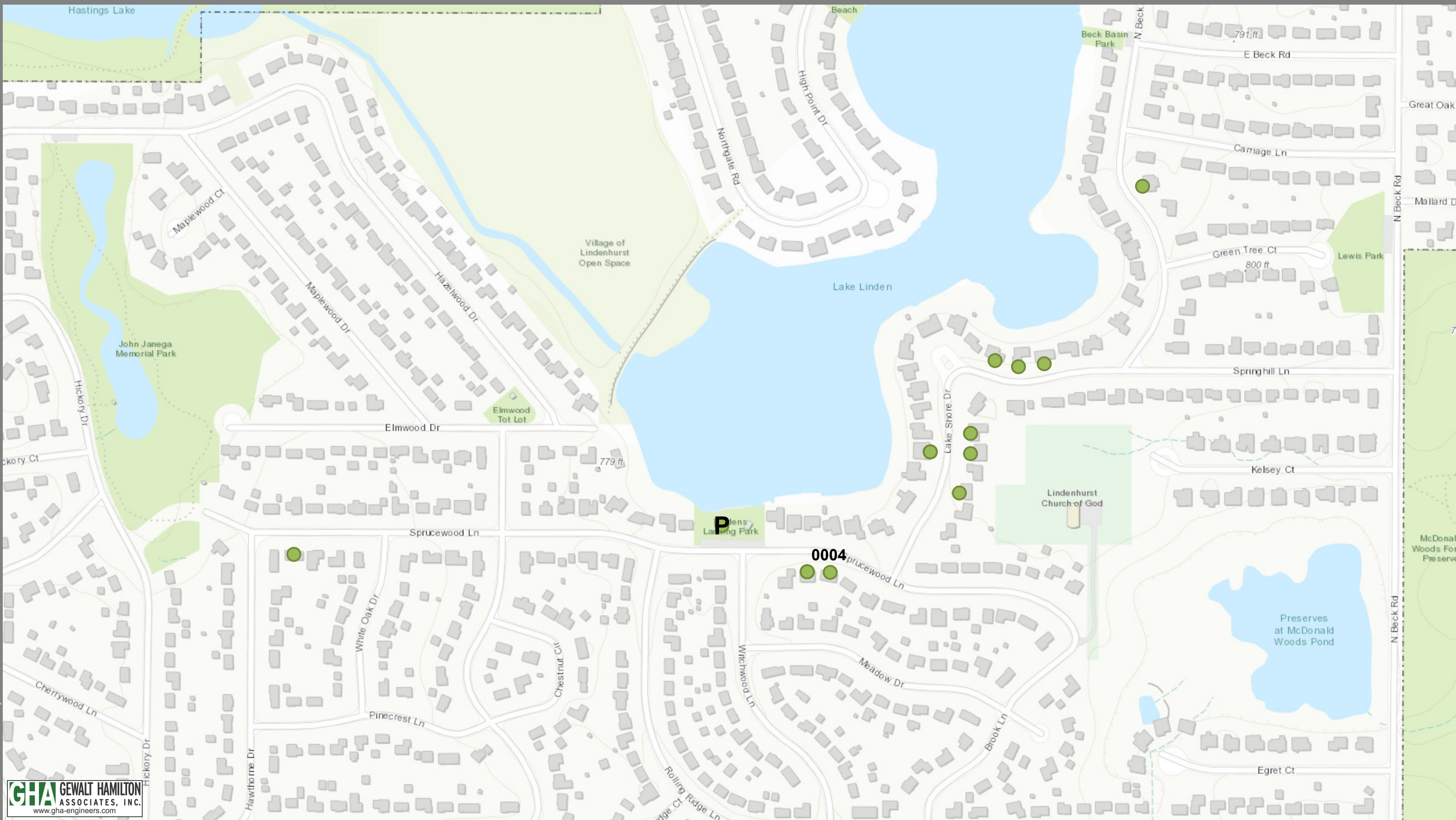
Suggested Motion

- B. Move to authorize the Village Administrator to execute an agreement for temporary easement #0004 for the Hawthorne/Sprucewood/Lake Shore Drive Road Reconstruction project. Funds for the purchase of the temporary easements are to be paid from the Community Capital Fund.**

Roll Call:

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

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



1 in = 400 ft

ArcGIS WebApp Builder

Owner Lynn M. Holstrom
Address 2107 Sprucewood Lane
Lindenhurst, IL 60046
Route FAU 0160 (Hawthorne Drive/
Sprucewood Lane /
Lake Shore Drive
County Lake
Job No. R-55-001-97
Parcel No. 0004TE
P.I.N. No. 02-35-408-004
Section 18-00032-01-PV
Project No. Grand Avenue to Beck Road
Station 137+20.23 to
Station 137+63.76
Contract No. -
Catalog No. -

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Lynn M. Holstrom, divorced and not remarried (Grantor), of the County of Lake and State of Illinois, for and in consideration of Three Thousand Three Hundred and No/100 Dollars (\$3,300.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Lindenhurst, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

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

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

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

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

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

Dated this 8th day of January, 2024.

By: Lynn M. Holstrom
Signature

By: _____
Signature

Lynn M. Holstrom
Print Name

Print Name

State of Illinois)
County of LAKE) ss

This instrument was acknowledged before me on January 8, 2024,
by Lynn M. Holstrom.

(SEAL)

Colette Tuman
Notary Public



My Commission Expires: 11/09/26

This instrument was prepared by and after
recording return to:

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

ROUTE: Hawthorne Drive \ Sprucewood Lane \ Lake
Shore Drive
SECTION: 18-00032-01-PV (Stage I)
COUNTY: Lake
JOB NO.: R-55-001-97
PARCEL NO.: 0004TE
STATION: 137+20.23 to 137+63.76
INDEX NO.: 02-35-408-004

That part of Lot 4 in Block 182 in the Venetian Village Unit 21 Subdivision, being a subdivision in the Southeast Quarter of Section 35, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 17, 1959 as document no. 1041402 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.999950325, being described as follows:

Beginning at the northeasterly corner of said Lot 4; thence South 20 degrees 05 minutes 34 seconds West, 36.61 feet along the easterly line of said Lot 4 to a point on the easterly extension of the north face of a one story frame and vinyl residential house on said Lot 4; thence North 80 degrees 25 minutes 22 seconds West, 24.85 feet along said easterly extension and north face; thence North 09 degrees 34 minutes 38 seconds East, 2.08 feet along said north face; thence North 80 degrees 25 minutes 22 seconds West, 8.32 feet along said north face; thence North 11 degrees 21 minutes 42 seconds East, 38.75 feet to the point of beginning.

Said temporary easement containing 0.032 acres, more or less.

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

Individual. Individual owner of the property is: Lynn M. Holstrom

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

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

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

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

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

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

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

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

EXHIBIT 'A'

LOT 4, IN BLOCK 182, IN VENETIAN VILLAGE, UNIT 21, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF A PART OF THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1959, AS DOCUMENT 1041402, IN BOOK 34 OF PLATS, SITUATED IN LAKE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 02-35-408-004

**VILLAGE OF
LINDENHURST**

**Receipt of Conveyance Documents and
Disbursement Statement**

Owner Lynn M. Holstrom
Job No. R-55-001-97
Parcel No. 0004TE

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

(Check all that apply.)

- Warranty Deed covering _____ acres
- Permanent Easement covering _____ acres
- Temporary Construction Easement covering 0.032 acres

all located in Lake County, Illinois as right of way for FAU Route 0160 (Hawthorne Drive / Sprucewood Lane / Lake Shore Drive, Section 18-00032-01-PV dated January 8, 2024, executed by the undersigned Grantors.

Grantors and Grantee agree as follows:

1. The payment of the sum of Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) to Grantors as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the Village of Lindenhurst, unless provided as follows: N/A
3. Possession and conveyance of a temporary construction easement to the Village of Lindenhurst occur when Grantee delivers a Village warrant to Grantors, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantors shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Lynn M. Holstrom	[REDACTED]	2107 Sprucewood Lane Lindenhurst, IL 60046	\$3,300.00
			\$
			\$

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

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

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

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


Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: January 8, 2024

Grantor:

Lynn M. Holstrom
Signature

Lynn M. Holstrom
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: January 8, 2024

Grantee:

The Village of Lindenhurst

Colette Juman
for the Village of Lindenhurst

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)



Suggested Motion

- C. Move to award the bid from DiMeo Brothers, Inc. for the Lake Shore Drive Water Main Replacement Project in an amount not to exceed \$1,247,750. The Village Administrator is authorized to enter into a service agreement with the company.**

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

January 17, 2024

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

Attention: Kevin Klahs – Director of Operations

Subject: 2023 Lake Shore Drive Water Main Improvements
Bid Results
(CBBEL Project No. 22-0022)

Dear Mr. Klahs,

On Tuesday, January 9, 2024 at 10:00a.m. bids were received and opened for the aforementioned project. Nine (9) bids were received and have been summarized below.

<u>COMPANY</u>	<u>BASE BID</u>
Engineer’s Estimate	\$ 1,397,525.00
*Millenium Contracting Co.	\$ 1,245,856.00
Dimeo Brothers, Inc.	\$ 1,247,750.00
Concept Plumbing, Inc.	\$1,263,620.00
Bolder Contractors, Inc.	\$ 1,270,196.00
Berger Contractors, Inc.	\$1,285,375.00
Holiday Sewer and Water Construction, Inc.	\$1,325,000.00
Mauro Sewer Construction, Inc.	\$1,359,975.00
ALamp Concrete Contractors, Inc.	\$ 1,378,675.00
Campanella & Sons, Inc.	\$1,516,376.85

*Millennium Contracting Co. was evaluated for being a responsible bidder. We direct your attention to the reported overextension of their Maximum Available Work Rating/Available Financial Status--per their IDOT Certificate of Eligibility and Affidavit of Availability. In furtherance of our contractual obligation to the Village, it is our opinion that Millenium has not demonstrated they are a responsible bidder for a water main project of this size. However, that finding is one the Board of Trustees must make.

It is our recommendation that the Village accept the bid of DiMeo Brothers, Inc. as the lowest responsive bid from a responsible bidder with a Base Bid amount of \$ 1,247,750.00. DiMeo Brothers, Inc. has successfully completed work for the Village in the past, and CBBEL believes their bid to be in order. Therefore, based on direction from the Village, our office recommends accepting DiMeo Brothers, Inc.’s Base Bid in the amount of \$ 1,247,750.00. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

A handwritten signature in blue ink that reads "John LaPaglia". The signature is written in a cursive style with a large initial "J".

John LaPaglia, PE
Project Manager, Civil Design Department

cc: Clay Johnson – Village of Lindenhurst (w/ enclosed)

**VILLAGE OF LINDENHURST
 2023 LAKE SHORE DRIVE WATER MAIN IMPROVEMENTS**

BID TAB

DATE: January 9, 2024

ITEM #	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MILLENNIUM CONTRACTING		DIMEO BROTHERS		CONCEPT PLUMBING		BOLDER CONTRACTORS	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20100100	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	\$ 75.00	\$ 1,875.00	\$ 100.00	\$ 2,500.00	\$ 50.00	\$ 1,250.00	\$ 81.00	\$ 2,025.00	\$ 50.00	\$ 1,250.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	30	\$ 85.00	\$ 2,550.00	\$ 125.00	\$ 3,750.00	\$ 56.00	\$ 1,680.00	\$ 107.50	\$ 3,225.00	\$ 60.00	\$ 1,800.00
*20101200	TREE ROOT PRUNING	EACH	5	\$ 255.00	\$ 1,275.00	\$ 120.00	\$ 600.00	\$ 350.00	\$ 1,750.00	\$ 269.00	\$ 1,345.00	\$ 200.00	\$ 1,000.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	3,500	\$ 55.00	\$ 192,500.00	\$ 43.00	\$ 150,500.00	\$ 12.00	\$ 42,000.00	\$ 56.00	\$ 196,000.00	\$ 0.01	\$ 35.00
28000510	INLET FILTERS	EACH	10	\$ 175.00	\$ 1,750.00	\$ 300.00	\$ 3,000.00	\$ 175.00	\$ 1,750.00	\$ 178.00	\$ 1,780.00	\$ 50.00	\$ 500.00
*42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	75	\$ 115.00	\$ 8,625.00	\$ 120.00	\$ 9,000.00	\$ 140.00	\$ 10,500.00	\$ 198.50	\$ 14,887.50	\$ 160.00	\$ 12,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	250	\$ 15.00	\$ 3,750.00	\$ 20.00	\$ 5,000.00	\$ 12.00	\$ 3,000.00	\$ 3.00	\$ 750.00	\$ 20.00	\$ 5,000.00
*44201676	CLASS D PATCH, 6" (SPECIAL)	SQ YD	1,500	\$ 100.00	\$ 150,000.00	\$ 69.00	\$ 103,500.00	\$ 63.00	\$ 94,500.00	\$ 111.50	\$ 167,250.00	\$ 40.00	\$ 60,000.00
48101500	AGGREGATE SHOULDER TYPE B 6"	SQ YD	150	\$ 25.00	\$ 3,750.00	\$ 14.00	\$ 2,100.00	\$ 14.00	\$ 2,100.00	\$ 49.00	\$ 7,350.00	\$ 25.00	\$ 3,750.00
*56100600	WATER MAIN IN TRENCH, DUCTILE IRON, 6"	FOOT	150	\$ 125.00	\$ 18,750.00	\$ 150.00	\$ 22,500.00	\$ 175.00	\$ 26,250.00	\$ 79.00	\$ 11,850.00	\$ 235.00	\$ 35,250.00
*56100900	WATER MAIN IN TRENCH, DUCTILE IRON, 12"	FOOT	2,100	\$ 160.00	\$ 336,000.00	\$ 167.00	\$ 350,700.00	\$ 218.00	\$ 457,800.00	\$ 125.00	\$ 262,500.00	\$ 265.00	\$ 556,500.00
*56105100	GATE VALVE, 12"	EACH	7	\$ 5,000.00	\$ 35,000.00	\$ 4,600.00	\$ 32,200.00	\$ 5,500.00	\$ 38,500.00	\$ 5,931.00	\$ 41,517.00	\$ 7,500.00	\$ 52,500.00
*56400500	FIRE HYDRANT TO BE REMOVED	EACH	4	\$ 650.00	\$ 2,600.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 970.00	\$ 3,880.00	\$ 1,000.00	\$ 4,000.00
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 8,500.00	\$ 51,000.00	\$ 8,888.00	\$ 53,328.00	\$ 9,500.00	\$ 57,000.00	\$ 9,739.00	\$ 58,434.00	\$ 12,000.00	\$ 72,000.00
*60248900	VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	\$ 4,750.00	\$ 23,750.00	\$ 3,500.00	\$ 17,500.00	\$ 3,000.00	\$ 15,000.00	\$ 5,885.00	\$ 29,425.00	\$ 7,000.00	\$ 35,000.00
*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	150	\$ 65.00	\$ 9,750.00	\$ 56.00	\$ 8,400.00	\$ 75.00	\$ 11,250.00	\$ 60.00	\$ 9,000.00	\$ 65.00	\$ 9,750.00
67100100	MOBILIZATION	L. SUM	1	\$ 60,000.00	\$ 60,000.00	\$ 56,000.00	\$ 56,000.00	\$ 110,000.00	\$ 110,000.00	\$ 11,261.00	\$ 11,261.00	\$ 60,000.00	\$ 60,000.00
*70101700	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 21,003.00	\$ 21,003.00	\$ 25,000.00	\$ 25,000.00	\$ 25,895.00	\$ 25,895.00	\$ 55,000.00	\$ 55,000.00
*Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	175	\$ 50.00	\$ 8,750.00	\$ 88.00	\$ 15,400.00	\$ 56.00	\$ 9,800.00	\$ 105.50	\$ 18,462.50	\$ 90.00	\$ 15,750.00
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00	\$ 19,612.00	\$ 19,612.00	\$ 3,000.00	\$ 3,000.00
*X0322881	TREE TRIMMING	EACH	5	\$ 325.00	\$ 1,625.00	\$ 125.00	\$ 625.00	\$ 450.00	\$ 2,250.00	\$ 808.00	\$ 4,040.00	\$ 200.00	\$ 1,000.00
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	7,500	\$ 10.00	\$ 75,000.00	\$ 7.00	\$ 52,500.00	\$ 4.00	\$ 30,000.00	\$ 7.50	\$ 56,250.00	\$ 1.00	\$ 7,500.00
*X5610700	WATER MAIN REMOVAL	FOOT	50	\$ 55.00	\$ 2,750.00	\$ 1.00	\$ 50.00	\$ 15.00	\$ 750.00	\$ 16.00	\$ 800.00	\$ 60.00	\$ 3,000.00
*X5620030	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EACH	21	\$ 4,000.00	\$ 84,000.00	\$ 2,700.00	\$ 56,700.00	\$ 3,000.00	\$ 63,000.00	\$ 2,541.00	\$ 53,361.00	\$ 2,300.00	\$ 48,300.00
*X5620030	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EACH	20	\$ 6,000.00	\$ 120,000.00	\$ 3,600.00	\$ 72,000.00	\$ 4,500.00	\$ 90,000.00	\$ 3,483.00	\$ 69,660.00	\$ 3,400.00	\$ 68,000.00
*X6026623	VALVE BOX	EACH	2	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 788.00	\$ 1,576.00	\$ 2,000.00	\$ 4,000.00
*XX004689	SANITARY SERVICE TO BE ADJUSTED	EACH	21	\$ 575.00	\$ 12,075.00	\$ 2,500.00	\$ 52,500.00	\$ 1,500.00	\$ 31,500.00	\$ 2,681.00	\$ 56,301.00	\$ 400.00	\$ 8,400.00
*NA	ABANDON WATER MAIN AND APPURTENANCES	L. SUM	1	\$ 18,000.00	\$ 18,000.00	\$ 2,300.00	\$ 2,300.00	\$ 12,500.00	\$ 12,500.00	\$ 13,706.00	\$ 13,706.00	\$ 3,000.00	\$ 3,000.00
*NA	AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (PRIVATE)	EACH	11	\$ 350.00	\$ 3,850.00	\$ 300.00	\$ 3,300.00	\$ 295.00	\$ 3,245.00	\$ 1,286.00	\$ 14,146.00	\$ 1.00	\$ 11.00
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,081.00	\$ 8,081.00	\$ 2,500.00	\$ 2,500.00
*NA	ITEMS ORDERED BY THE ENGINEER	DOLLAR	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
*NA	LANDSCAPE RESTORATION	SQ YD	1,500	\$ 17.50	\$ 26,250.00	\$ 33.00	\$ 49,500.00	\$ 8.25	\$ 12,375.00	\$ 19.50	\$ 29,250.00	\$ 22.00	\$ 33,000.00
*NA	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN (SPECIAL)	EACH	4	\$ 6,500.00	\$ 26,000.00	\$ 7,000.00	\$ 28,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,995.00	\$ 11,980.00	\$ 9,000.00	\$ 36,000.00
*NA	SANITARY SEWER REMOVAL AND REPLACEMENT	FOOT	70	\$ 250.00	\$ 17,500.00	\$ 180.00	\$ 12,600.00	\$ 200.00	\$ 14,000.00	\$ 166.00	\$ 11,620.00	\$ 370.00	\$ 25,900.00
*NA	STORM SEWER REMOVE AND REPLACE WITH WMQ PIPE	FOOT	50	\$ 150.00	\$ 7,500.00	\$ 200.00	\$ 10,000.00	\$ 150.00	\$ 7,500.00	\$ 228.00	\$ 11,400.00	\$ 210.00	\$ 10,500.00
*NA	UTILITY RELOCATION ALLOWANCE	DOLLAR	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
				TOTAL = \$ 1,397,525.00		\$ 1,245,856.00		\$ 1,247,750.00		\$ 1,263,620.00		\$ 1,270,196.00	

*INDICATES SPECIAL PROVISION

**VILLAGE OF LINDENHURST
2023 LAKE SHORE DRIVE WATER MAIN IMPROVEMENTS**

BID TAB

DATE: January 9, 2024

ITEM #	ITEM	UNIT	QUANTITY	BERGER CONTRACTORS		HOLIDAY SEWER AND WATER		MAURO SEWER CONSTRUCTION		ALAMP CONCRETE CONSTRUCTION		CAMPANELLA & SONS	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20100100	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	\$ 33.00	\$ 825.00	\$ 35.00	\$ 875.00	\$ 55.00	\$ 1,375.00	\$ 25.00	\$ 625.00	\$ 36.30	\$ 907.50
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	30	\$ 78.00	\$ 2,340.00	\$ 40.00	\$ 1,200.00	\$ 100.00	\$ 3,000.00	\$ 35.00	\$ 1,050.00	\$ 85.80	\$ 2,574.00
*20101200	TREE ROOT PRUNING	EACH	5	\$ 90.00	\$ 450.00	\$ 105.00	\$ 525.00	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	3,500	\$ 0.01	\$ 35.00	\$ 1.00	\$ 3,500.00	\$ 37.00	\$ 129,500.00	\$ 1.00	\$ 3,500.00	\$ 90.55	\$ 316,925.00
28000510	INLET FILTERS	EACH	10	\$ 250.00	\$ 2,500.00	\$ 125.00	\$ 1,250.00	\$ 200.00	\$ 2,000.00	\$ 15.00	\$ 150.00	\$ 350.00	\$ 3,500.00
*42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	75	\$ 120.00	\$ 9,000.00	\$ 125.00	\$ 9,375.00	\$ 150.00	\$ 11,250.00	\$ 139.00	\$ 10,425.00	\$ 163.65	\$ 12,273.75
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	250	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 24.00	\$ 6,000.00	\$ 57.80	\$ 14,450.00
*44201676	CLASS D PATCH, 6" (SPECIAL)	SQ YD	1,500	\$ 73.50	\$ 110,250.00	\$ 70.00	\$ 105,000.00	\$ 80.00	\$ 120,000.00	\$ 55.00	\$ 82,500.00	\$ 75.50	\$ 113,250.00
48101500	AGGREGATE SHOULDER TYPE B 6"	SQ YD	150	\$ 40.00	\$ 6,000.00	\$ 25.00	\$ 3,750.00	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 33.70	\$ 5,055.00
*56100600	WATER MAIN IN TRENCH, DUCTILE IRON, 6"	FOOT	150	\$ 209.00	\$ 31,350.00	\$ 125.00	\$ 18,750.00	\$ 100.00	\$ 15,000.00	\$ 135.00	\$ 20,250.00	\$ 121.30	\$ 18,195.00
*56100900	WATER MAIN IN TRENCH, DUCTILE IRON, 12"	FOOT	2,100	\$ 243.00	\$ 510,300.00	\$ 250.00	\$ 525,000.00	\$ 205.00	\$ 430,500.00	\$ 220.00	\$ 462,000.00	\$ 151.65	\$ 318,465.00
*56105100	GATE VALVE, 12"	EACH	7	\$ 5,125.00	\$ 35,875.00	\$ 5,500.00	\$ 38,500.00	\$ 5,500.00	\$ 38,500.00	\$ 4,800.00	\$ 33,600.00	\$ 4,355.00	\$ 30,485.00
*56400500	FIRE HYDRANT TO BE REMOVED	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00	\$ 700.00	\$ 2,800.00	\$ 2,233.00	\$ 8,932.00
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 9,400.00	\$ 56,400.00	\$ 9,000.00	\$ 54,000.00	\$ 12,000.00	\$ 72,000.00	\$ 9,650.00	\$ 57,900.00	\$ 8,442.85	\$ 50,657.10
*60248900	VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	\$ 4,900.00	\$ 24,500.00	\$ 2,500.00	\$ 12,500.00	\$ 4,350.00	\$ 21,750.00	\$ 5,700.00	\$ 28,500.00	\$ 7,269.05	\$ 36,345.25
*60603800	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	150	\$ 51.00	\$ 7,650.00	\$ 125.00	\$ 18,750.00	\$ 100.00	\$ 15,000.00	\$ 75.00	\$ 11,250.00	\$ 94.70	\$ 14,205.00
67100100	MOBILIZATION	L. SUM	1	\$ 77,000.00	\$ 77,000.00	\$ 100,000.00	\$ 100,000.00	\$ 10,800.00	\$ 10,800.00	\$ 82,500.00	\$ 82,500.00	\$ 53,170.00	\$ 53,170.00
*70101700	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	\$ 76,000.00	\$ 76,000.00	\$ 75,000.00	\$ 75,000.00	\$ 47,000.00	\$ 47,000.00	\$ 247,000.00	\$ 247,000.00	\$ 6,490.00	\$ 6,490.00
*Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	175	\$ 78.00	\$ 13,650.00	\$ 50.00	\$ 8,750.00	\$ 80.00	\$ 14,000.00	\$ 45.00	\$ 7,875.00	\$ 69.30	\$ 12,127.50
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,500.00	\$ 11,500.00	\$ 5,400.00	\$ 5,400.00	\$ 1,650.00	\$ 1,650.00
*X0322881	TREE TRIMMING	EACH	5	\$ 90.00	\$ 450.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	7,500	\$ 0.01	\$ 75.00	\$ 0.01	\$ 75.00	\$ 9.00	\$ 67,500.00	\$ 1.00	\$ 7,500.00	\$ 15.35	\$ 115,125.00
*X5610700	WATER MAIN REMOVAL	FOOT	50	\$ 50.00	\$ 2,500.00	\$ 10.00	\$ 500.00	\$ 30.00	\$ 1,500.00	\$ 10.00	\$ 500.00	\$ 28.50	\$ 1,425.00
*X5620030	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EACH	21	\$ 2,625.00	\$ 55,125.00	\$ 3,750.00	\$ 78,750.00	\$ 4,000.00	\$ 84,000.00	\$ 3,025.00	\$ 63,525.00	\$ 4,125.05	\$ 86,626.05
*X5620030	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EACH	20	\$ 4,300.00	\$ 86,000.00	\$ 4,750.00	\$ 95,000.00	\$ 5,000.00	\$ 100,000.00	\$ 4,400.00	\$ 88,000.00	\$ 7,154.05	\$ 143,081.00
*X6026623	VALVE BOX	EACH	2	\$ 850.00	\$ 1,700.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,125.00	\$ 2,250.00	\$ 645.00	\$ 1,290.00
*XX004689	SANITARY SERVICE TO BE ADJUSTED	EACH	21	\$ 750.00	\$ 15,750.00	\$ 750.00	\$ 15,750.00	\$ 400.00	\$ 8,400.00	\$ 500.00	\$ 10,500.00	\$ 1,388.10	\$ 29,150.10
*NA	ABANDON WATER MAIN AND APPURTENANCES	L. SUM	1	\$ 24,000.00	\$ 24,000.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,750.00	\$ 4,750.00	\$ 15,796.10	\$ 15,796.10
*NA	AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (PRIVATE)	EACH	11	\$ 650.00	\$ 7,150.00	\$ 250.00	\$ 2,750.00	\$ 350.00	\$ 3,850.00	\$ 325.00	\$ 3,575.00	\$ 407.30	\$ 4,480.30
*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 2,750.00	\$ 2,750.00	\$ 1,075.00	\$ 1,075.00	\$ 5,000.00	\$ 5,000.00	\$ 4,950.00	\$ 4,950.00	\$ 2,200.00	\$ 2,200.00
*NA	ITEMS ORDERED BY THE ENGINEER	DOLLAR	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
*NA	LANDSCAPE RESTORATION	SQ YD	1,500	\$ 16.00	\$ 24,000.00	\$ 10.00	\$ 15,000.00	\$ 17.00	\$ 25,500.00	\$ 16.00	\$ 24,000.00	\$ 13.20	\$ 19,800.00
*NA	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN (SPECIAL)	EACH	4	\$ 6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 5,000.00	\$ 20,000.00	\$ 4,000.00	\$ 16,000.00	\$ 4,346.05	\$ 17,384.20
*NA	SANITARY SEWER REMOVAL AND REPLACEMENT	FOOT	70	\$ 300.00	\$ 21,000.00	\$ 125.00	\$ 8,750.00	\$ 350.00	\$ 24,500.00	\$ 450.00	\$ 31,500.00	\$ 197.60	\$ 13,832.00
*NA	STORM SEWER REMOVE AND REPLACE WITH WMQ PIPE	FOOT	50	\$ 120.00	\$ 6,000.00	\$ 125.00	\$ 6,250.00	\$ 250.00	\$ 12,500.00	\$ 381.00	\$ 19,050.00	\$ 210.60	\$ 10,530.00
*NA	UTILITY RELOCATION ALLOWANCE	DOLLAR	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
				\$ 1,285,375.00		\$ 1,325,000.00		\$ 1,359,975.00		\$ 1,378,675.00		\$ 1,516,376.85	

*INDICATES SPECIAL PROVISION



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 1459

DiMeo Brothers, Inc.
720 Richard Lane ELK GROVE VILLAGE, IL 60007

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$36,935,000.00

001	EARTHWORK	\$5,250,000
012	DRAINAGE	\$28,575,000
017	CONCRETE CONSTRUCTION	\$2,475,000
08A	AGGREGATE BASES & SURF. (A)	\$1,925,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/18/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/18/2023.


Engineer of Construction

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

John Arneo

Title

Secretary

Signature

[Signature]

Date

1/9/2024

Company

Dimco Bros Inc

Address

720 Richard Lane

City

Elk Grove Village

State

IL

Zip Code

60007

Subscribed and sworn to before me

this 9 day of January, 2024

[Signature]
(Signature of Notary Public)

My commission expires 10/31/2027



(Notary Seal)

Add pages for additional contracts



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 860C

Millennium Contracting Corp.
5933 N. Knox Ave. CHICAGO, IL 60646

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$750,000.00

001	EARTHWORK	\$475,000
012	DRAINAGE	\$750,000
017	CONCRETE CONSTRUCTION	\$250,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/9/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/9/2023.


Engineer of Construction



Affidavit of Availability

For the Letting of 1/7/24 2023 Lake Shore Drive
Watermain Replacements



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	1249102	1249104	R-73-2023	23-20-24-108	-	
Contract With	City of Chicago	City of Chicago	Village of Bensenville	Village of Lincolnwood	Village of Glenview	
Estimated Completion Date	12-30-25	12-30-25	2-29-2024	2-27-24	4-1-2025	
Total Contract Price	3,185,294	6,537,970	3,124,506	1,001,656	3,550,380	17,520,871
Uncompleted Dollar Value if Firm is the Prime Contractor	3,185,294	6,537,970	0	0	3,550,380	13,293,652
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						13,293,652

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage	2,911,188	5,998,174			2,865,988	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	2,911,188	5,998,174	0	0	2,865,988	11,755,530

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Ranger Construction	Ranger Construction			Builders Asphalt
Type of Work	HMA/LSCR	HMA/LSCR			HMA
Subcontract Price	27,500 27,500	65,564 65,564			423,500
Amount Uncompleted	27,500 27,500	65,564 65,564			423,500
Subcontractor	Graces Contracting	Graces Contracting			Alliance Contractors
Type of Work	LSCR	LSCR			Concrete
Subcontract Price	217,595	427,595 ⁰⁰			260,900
Amount Uncompleted	217,595	427,595			260,900
Subcontractor	Exper Industries	Exper Industries			
Type of Work	TRUCKING	TRUCKING			
Subcontract Price	32,010	66,637			
Amount Uncompleted	32,010	66,637			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	277,105 277,105	559,716 559,716	0	0	684,400

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director
Eric Chung
 Title
President
 Signature [Signature] Date 1/9/24
 Company
Millennium Contracting Co.
 Address
5933 N Knox Ave
 City Chicago State IL Zip Code 60646

Subscribed and sworn to before me
 this 9th day of January, 2024
[Signature]
 (Signature of Notary Public)
 My commission expires 5-3-24

 (Notary Seal)

Add pages for additional contracts



Suggested Motion

- D. Move to adopt the suggested amendments into the terms and conditions of the Lindenhurst Economic Assistance Program (LEAP).**

Roll Call:

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

VILLAGE OF LINDENHURST

Lindenhurst Economic
Assistance Program (LEAP)





Lindenhurst Economic Assistance Program (LEAP)

I. PURPOSE

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

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

II. LEAP GOALS AND OBJECTIVES

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

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

The following objectives have been established towards meeting these goals:

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

III. FINANCIAL ASSISTANCE

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



Lindenhurst Economic Assistance Program (LEAP)

IV. OVERVIEW OF PROGRAMS AVAILABLE

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

V. Other Incentive Requests

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

VI. LEAP Application Procedure

a. Step 1: Application Submittal

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

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

- Application Form(s);
- Affidavit of Owners Consent/Letter of Intent/Signed Lease as defined in the guidelines herein;
- ~~At least two (2)~~ A contractor’s work proposals including a detailed cost estimate along with an indication of where the work will take place (interior, exterior, parking lot, grounds, etc.). *If the original proposal/quote/scope of work does not demonstrate or justify the cost of the project, Village staff may request that the applicant seek a secondary quote. The Village reserves the right to request additional documentation to ensure the applicant/contractor’s supplied costs are reasonable. Failure to supply documentation that is reasonably requested by staff may lead to denial of the application.*
- Proof of General Liability Insurance with coverages under the commercial general liability insurance to be not less than \$1,000,000 per each occurrence and \$2,000,000 aggregate. Each policy shall name the Village as an additional insured.

Applications will be prioritized based on the date of receipt of a completed application up to the amount of available funding. **Applications may be denied due to the lack of funding of the program, however, if the Village Board approves an application and enters into an Economic Incentive Agreement, the Village will honor the funding commitment identified in the Agreement even if the Village later defunds or terminates the LEAP program.** Village staff will recommend approval or denial of the application to the Village Board based upon the criteria of the specific grant programs defined in this document. A favorable recommendation of staff does not constitute approval. An application is not considered approved until receiving approval by the Village Board. Decisions rendered by the Village Board **are final.**



Lindenhurst Economic Assistance Program (LEAP)

b. Step 2: Commencement of Work

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

The applicant may then secure services of contractors and vendors to proceed with the proposed work. Building permits, where applicable, will need to be applied for and granted by the Village. All work must begin within six months and completed within twelve months from receiving notice of an award. An applicant may request an extension up to another six months from the Village Administrator. Changes to the scope of work that will affect the terms of the approved grant application must be provided to the Village Administrator.

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

c. Step 3: Payment

At the completion of work, an applicant must submit:

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

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

VII. LEAP Terms and Conditions

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

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



Lindenhurst Economic Assistance Program (LEAP)

“Welcome to Lindenhurst!” Program

I. Overview

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

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

II. Applicant Eligibility

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

III. Terms and Conditions

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



Lindenhurst Economic Assistance Program (LEAP)

LEAP Retail/Restaurant Improvement Grants

I. Overview

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

II. Applicant Eligibility

- a. Must be a new, expanding, or remodeling retail, **distillery/brewery/brewpub/taproom**, or restaurant establishment willing to invest in a location within the Village of Lindenhurst
- ~~b. Only projects which commence after May 1, 2021 are eligible for consideration~~
- c. Projects must be valued at least \$10,000 in expenses
- d. Projects must generate sales tax. **The generation of sales tax on general merchandise must be a significant component of the business applying for the grant. For purposes of eligibility, to be considered “significant” revenue from the sale of goods must be projected or otherwise evidenced as at least 25% of total revenues within the first year after award of the grant.**
- e. All projects must commence within six (6) months of receiving written approval of the grant application. Projects must also be complete within twelve months of receipt of approval.
- f. An approved application is good for only one location within the Village of Lindenhurst over the life of the LEAP program.
- g. Applicants who are tenants of commercial building must provide property owner’s consent in writing, OR
 - i. Applicants must show proof of a signed, written lease agreement or letter of intent for a period of no less than three (3) years;

III. Eligible Improvements

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



Lindenhurst Economic Assistance Program (LEAP)

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



Lindenhurst Economic Assistance Program (LEAP)

LEAP Business Development Grants

I. Overview

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

II. Applicant Eligibility

- a. Must be a new, expanding, or remodeling **business retail or restaurant** establishment willing to invest in a location within the Village of Lindenhurst
- ~~b. Only projects which commence after May 1, 2021 are eligible for consideration~~
- c. Projects must be valued at least \$5,000 in expenses
- d. All projects must commence within six (6) months of receiving written approval of the grant application. Projects must also be complete within twelve months of receipt of approval.
- e. An approved application is good for only one location within the Village of Lindenhurst over the life of the LEAP program.
- f. Applicants must own the subject property or be engaged in a contract to purchase a subject property, OR
 - i. Applicants who are tenants of commercial building must provide property owner's consent in writing, OR
 - ii. Applicants must show proof of a signed, written lease agreement or letter of intent for a period of no less than one (1) year;

III. Eligible Improvements

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



Lindenhurst Economic Assistance Program (LEAP)

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



LEAP Sales Tax Rebates

I. Overview

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

II. New Sales Tax

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

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

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

III. Incentives - Percentage of New Sales Tax

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

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

IV. Tiered Sales Tax Incentives

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



Lindenhurst Economic Assistance Program (LEAP)

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

V. Enhanced Sales Tax Incentives

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

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

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

Above space reserved for recorder's use

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF LINDENHURST

AND

(_____, Lindenhurst, Illinois)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**"), is dated the _____ day of _____, 202__ ("**Effective Date**"), and is by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois ("**Village**") and _____, an _____ with offices located at _____ ("**Recipient**") (the Village and Recipient are collectively referred to as "**Parties**" and sometimes individually as a "**Party**").

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

SECTION 1. RECITALS.

A. The Recipient holds legal title to the property commonly known as _____, Lindenhurst, Illinois, legally described in Exhibit A ("**Property**").

B. The Recipient has operated a _____ ("**Business**") on the Property for the last ____ years.

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

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

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

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

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

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

SECTION 2. ECONOMIC INCENTIVE AWARD.

A. Subject to this Agreement’s terms, the Village agrees to provide to the Recipient an award in the amount of _____ and no/100ths (\$ _____) dollars (“**Award**”) to allow the Recipient to invest in the Business and to support the Business’s success in the Village.

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

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

SECTION 3. MAINTENANCE.

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

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

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

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

Timing of Default Event

Percentage of Award that must be refunded

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

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

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

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

SECTION 5. INSURANCE AND INDEMNIFICATION.

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

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

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

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

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

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

SECTION 6. RECIPIENT'S OBLIGATIONS.

A. Construction of Improvements.

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

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

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

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

SECTION 7. TERM.

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

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

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

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

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

N. Authority to Execute.

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

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

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

[Signature page follows]

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

VILLAGE OF LINDENHURST,
an Illinois municipal corporation

By: _____
Dominic Marturano, Mayor

ATTEST:

By: _____
Jody Stoughtenger, Village Clerk

Dated: _____

_____,
an _____

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Signature of Notary

Seal

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

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

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

Signature of Notary

Seal

My Commission expires: _____

Exhibit A

Property's Legal Description

P.I.N.: _____

Commonly Known As: _____, Lindenhurst, Illinois

Exhibit B

Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]

4825-0366-0126, v. 2