



**VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, June 24, 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 June 10, 2024
- IV. Bills Presented for Payment
- V. Board and Staff Reports
- VI. Public Comment on Agenda Items
- VII. New Business
 - A. Ordinance 24-6-2296: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – Tikka Taproom – 2234 E. Grand Avenue
 - B. Bid Award: Streetlight Service and Maintenance – Geary Electric
 - C. Approval: Facility Use Agreement – Lindenfest, Inc.
 - D. Approval: Intergovernmental Agreement with Lake County Stormwater Management Commission (SMC) for the Rose Tree Drainage Outfall Remediation Project
- VIII. Public Comment
- IX. Executive Session – 5 ILCS 120/2(c)(21) – Statutorily required review of prior executive session minutes
- 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
June 10, 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, Patty Chybowski, Heath Rosten, and Ron Grace.
- B. Absent were Trustees Pat Dunham and Dawn Suchy.
- C. Also in attendance were Village Administrator Clay Johnson, 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 May 13, 2024 were presented for approval.
- B. Trustee Chybowski made a motion, seconded by Trustee Rosten, to approve the minutes from the Regular Village Board Meeting of May 13, 2024 as presented.
1. Voice Vote
Aye - 3
Nay - 0
Abstain - 1
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dickson made a motion, seconded by Trustee Grace, to approve the first set of bills for the month of June presented for payment in the amount of \$791,286.97 for invoices due on or before June 10, 2024.
1. Roll Call
Aye – 4 Trustees Dickson, Chybowski, Rosten, Grace
Nay – 0
Motion carried.

VI. Treasurer's Report

- A. Mayor Marturano read the Treasurer's Report for May 2024. The total for all accounts on May 31, 2024 was \$15,420,197.45.

- B. Trustee Dickson made a motion, seconded by Trustee Grace, to approve the Treasurer's Report for May 2024 as read.
 - 1. Roll Call
 - Aye – 4 Trustees Dickson, Chybowski, Rosten, Grace
 - Nay – 0
- Motion carried.

VII. Board & Staff Reports

- A. Trustee Grace spoke about attending the DrinkWater Family Services annual fundraiser on May 18, 2024. They spoke about how welcoming the Village of Lindenhurst has been, and made mention of how cooperative Chief Jones has been with their organization.
- B. Mayor Marturano announced the following:
 - 1. Thank you to those that organized and attended the Memorial Day ceremony.
 - 2. Attended the first 2024 Concert in the Park at the Lindenhurst Park District, Parkman Pavilion.
- C. Village Administrator Clay Johnson commented about the Financial Tracking and Detail Report under the month of May for Building Permit Receipts by Month. This was the single largest month, and is as big as some quarters, due to the Briargate and Heritage Park projects, along with some commercial items.
- D. Police Chief Tom Jones announced the following:
 - 1. The Police Department testing process has begun. Written exams were administered. Once results are received, the candidates that passed will move on to the interview phase.
 - 2. Second annual Cops and Bobbers event will take place at John Janega Memorial Park with approximately 50 participants.
- E. Operations Director Kevin Klahs reported on the Rose Tree Lane outfall. The large storm drains off of Valley Drive have come apart and a determination is being made as to who is responsible. We are currently in pre-negotiation for a grant, which looks positive for approval. Working on an inter-governmental agreement (IGA) with the Lake County Storm Water Management, and once a determination is made for responsibility, we will proceed with an IGA with the Lake County Forest Preserve.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Ordinance 24-6-2293: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses - Tikka Taproom - 2234 E. Grand Avenue
1. A new Indian Cuisine restaurant has expressed an interest in leasing units at 2234 E Grand Avenue, the former location of Sarge's Beef. Sarge's closed for business in March 2024. At that time, the number of liquor licenses was reduced.
 2. A Class A-V license has been requested. This would allow for alcohol consumption on premises only, plus the operation of video gaming. For point of reference, Sarge's held a Class E-V license, which permitted the sale of beer and wine, and the operation of video gaming. A floor plan has been submitted showing a capacity of over 60 seats, as well as a full menu.
 3. Trustee Dickson made a motion, seconded by Trustee Rosten to adopt Ordinance 24-6-2293 amending Section 111.20 of the Village Code by adding one Class A-V license for Tikka Taproom at 2234 E. Grand Avenue.
 - a. Roll Call
Aye – 2 Trustees Dickson, Chybowski
Nay – 2 Trustees Rosten, Grace
Motion not approved.
- B. Approval: Economic Incentive Agreement - Tikka Taproom - \$30,000
1. Tikka Taproom submitted a LEAP grant application requesting assistance with upgrades and renovations. Some maintenance/replacements costs are allowable under the LEAP program. Maintenance work to include electrical/HVAC services, lock replacement, door repairs, and painting. Costs were tabulated, and deemed eligible for full reimbursement.
 2. Trustee Chybowski made a motion, seconded by Trustee Grace to authorize the execution of an economic incentive agreement with Tikka Taproom, 2234 E Grand Avenue, in an amount not to exceed \$30,000.
 - a. Roll Call
Aye – 4 Trustees Dickson, Chybowski, Rosten, Grace
Nay – 0
Motion carried.
- C. Resolution 24-6-2294R: Authorization to Execute Fund Balance Transfers between Operating and Capital Funds
1. The Village Board will transfer excess cash from operational funds to capital project funds, which allows the Village to fund new capital projects.
 2. Trustee Grace made a motion, seconded by Trustee Dickson to adopt Resolution 24-6-2294R executing fund balance transfers between operating and capital funds.
 - a. Roll Call
Aye – 4 Trustees Dickson, Chybowski, Rosten, Grace
Nay – 0
Motion carried.

- D. Bid Award: 2024 Motor Fuel Tax Road Replacement Program - Payne & Dolan, Inc - \$1,319,727.94
 - 1. Bids for the 2024 Road Improvement Program were opened May 21, 2024. Three bids were received, with the lowest bid being received by Payne and Dolan. Their bid was under the engineer's estimate.
 - 2. Although the bid came in under cost, Village Staff is requesting approval of the budgeted amount, as this will provide a 5% contingency for resident requested repairs.
 - 3. Trustee Chybowski made a motion, seconded by Trustee Rosten to award a bid for the 2024 Road Improvement Program to Payne and Dolan, Inc. of Antioch, IL in an amount not to exceed \$1,400,000
 - a. Roll Call
Aye – 4 Trustees Dickson, Chybowski, Rosten, Grace
Nay – 0
Motion carried.

X. **Public Comment**

- A. None.

XI. **Executive Session**

- A. None.

XII. **Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Grace to adjourn the meeting.
 - 1. Voice Vote
Aye - 4
Nay - 0
Motion carried.
 - 2. The meeting was adjourned at 7:30pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

Fund	Department	Line Item	Item Description	Amount
ALFA BACKFLOW				
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	BACK FLOW INSPECTION	670.45
			Vendor Total:	670.45
AMERICAN GASES CORPORATION				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GAS CYLINDERS	48.75
			Vendor Total:	48.75
ANCEL GLINK, P.C.				
MISCELLANEOUS ESCROW 24 GENERAL FUND	ADMINISTRATION	DEVELOPER DEPOSITS LEGAL EXPENSES	REDWOOD ESCROW ADMIN LEGAL - MAY 2024	4,650.00 3,134.67
			Vendor Total:	7,784.67
ANTHONY PASQUINI - R				
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 012295287	36.35
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 012295287	34.27
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 012295287	7.87
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012295287	7.08
			Vendor Total:	85.57
ANTIOCH AUTO PARTS				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	KUBOTA POP RIVETS	11.39
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	KUBOTA POP RIVETS	7.59
			Vendor Total:	18.98
AQUA POOL & SPA PROS				
GENERAL FUND ECONOMIC DEVELOPMENT FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE LINDENHURST ECONOMIC ASSISTANCE	VETERAN'S MEMORIAL MAINTENANCE LEAP REIMBURSEMENT - AQUA POOL &	500.00 12,358.74
			Vendor Total:	12,858.74
BAXTER & WOODMAN, INC				
MISCELLANEOUS ESCROW 24 MISCELLANEOUS ESCROW 24 UTILITY FUND 60	SEWER	DEVELOPER DEPOSITS DEVELOPER DEPOSITS ENGINEERING/CONSULTANT SERVICES	ESCROW - LENNAR ESCROW - REDWOOD 2024 MISC. WDO & STORMWATER ASSI	402.50 593.75 1,080.00
			Vendor Total:	2,076.25
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	FLOOR MATS PW/UNIFORMS	31.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	FLOOR MATS PW/UNIFORMS	52.17
GENERAL FUND	PUBLIC WORKS	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	70.42
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	106.94
GENERAL FUND	PUBLIC WORKS	UNIFORMS	FIRST AID REFILL - PW	35.84
GENERAL FUND	PUBLIC WORKS	UNIFORMS	MATS FOR PD	42.90
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	MATS FOR PD	64.36
GENERAL FUND	PUBLIC WORKS	UNIFORMS	MATS FOR VH	16.51
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	MATS FOR VH	24.76
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	MATS FOR PD	107.26
			Vendor Total:	629.97
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	39.39
			Vendor Total:	39.39
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	(19.82)
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	(4.95)
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	(4.95)
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	(19.83)
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	14.61
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.65
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	3.65
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	14.61
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	4.82
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	1.20
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	1.20
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	4.83
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	32.52

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	8.13
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	8.13
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	32.53
			Vendor Total:	<u>80.33</u>
CUTLER WORKWEAR				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	BOOTS - R. PALKA	71.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	BOOTS - R. PALKA	107.97
GENERAL FUND	PUBLIC WORKS	UNIFORMS	BOOTS - D. SONNEFELDT	97.18
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	BOOTS - D. SONNEFELDT	145.77
			Vendor Total:	<u>422.90</u>
DAM, SNELL, & TAVEIRNE, LTD.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	1,151.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	4,604.00
			Vendor Total:	<u>5,755.00</u>
DANIEL BLAIR				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 181 N CROOKED LK LN	200.00
			Vendor Total:	<u>200.00</u>
DATA INTEGRATORS, INC.				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	1,138.34
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	284.58
			Vendor Total:	<u>1,422.92</u>
DAVID KRAFT				
REFUSE & RECYCLING 30		ENVIRONMENTAL PROGRAMS	50/50 RAIN BARRELL - 246 THRUSH	49.50
			Vendor Total:	<u>49.50</u>
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	141.12
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	340.11
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	108.98
			Vendor Total:	<u>590.21</u>
DEKIND COMPUTER CONSULTANTS				
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - MAY 20	667.00
			Vendor Total:	<u>667.00</u>
GEWALT HAMILTON ASSOCIATES, INC				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	2024 MFT DESIGN	926.00
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GENERAL ENGINEERING & GIS DATA &	980.00
			Vendor Total:	<u>1,906.00</u>
GRANITE TELECOMMUNICATIONS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	TELEPHONE - PW	876.93
			Vendor Total:	<u>876.93</u>
GREAT AMERICAN TIRE & AUTO				
GENERAL FUND	POLICE	VEHICLE SERVICE	#84 - OIL & FILTER CHANGE	89.04
GENERAL FUND	POLICE	VEHICLE SERVICE	#86 - BRAKES	1,138.47
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	08 TIRE REPAIR	22.26
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	08 TIRE REPAIR	14.84
			Vendor Total:	<u>1,264.61</u>
GREGORY MILLER - R				
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 012352315	45.88
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 012352315	43.27
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 012352315	18.22
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012352315	16.40
			Vendor Total:	<u>123.77</u>
HAWKINS, INC.				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	1,121.50
			Vendor Total:	<u>1,121.50</u>
HIGH STAR TRAFFIC				
GENERAL FUND	PUBLIC WORKS	STREET SIGNS	STREET SIGNS	96.55
			Vendor Total:	<u>96.55</u>
HINCKLEY SPRINGS				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	62.95
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	116.13

Fund	Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID				
Vendor Total:				179.08
JERRY WINSLOW				
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 012352315	8.08
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012352315	7.27
Vendor Total:				15.35
JOHN MURRAY				
GENERAL FUND	ADMINISTRATION	COMMUNITY ACTIVITY	REFRESHMENTS MEMORIAL DAY VETERA	320.53
Vendor Total:				320.53
JOHNSON CONTROLS SECURITY SOLUTIONS				
GENERAL FUND	BUILDING & GROUNDS	FIRE ALARM INSPECTION	ANNUAL SERVICE AGREEMENT 07/01/2	154.80
Vendor Total:				154.80
JOSEPH PISER -R-				
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 011508363	40.15
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 011508363	37.86
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB refund for account: 011508363	29.78
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 011508363	5.79
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 011508363	5.22
Vendor Total:				118.80
LAGUNAS TREE SERVICE, INC.				
GENERAL FUND	PUBLIC WORKS	TREE MAINTENANCE CONTRACT	TREE TRIMMING	700.00
GENERAL FUND	PUBLIC WORKS	TREE MAINTENANCE CONTRACT	696 AUTUMN - TREE REMOVAL	2,400.00
Vendor Total:				3,100.00
LAKE COUNTY HEALTH DEPARTMENT				
GENERAL FUND	ADMINISTRATION	ANIMAL CONTROL SERVICE	ANIMAL CONTROL SERVICES	50.00
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	LAKE WATER TESTING - MAY	54.00
Vendor Total:				104.00
LAKE COUNTY HOSE & EQUIPMENT				
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	PLOW HOSES AND SHEATHS	214.75
Vendor Total:				214.75
LAKE COUNTY TREASURER				
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	2024 BUILDING SERVICES	6,544.36
Vendor Total:				6,544.36
LAUTERBACH & AMEN, LLP				
GENERAL FUND	ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	AUDIT PREPARATION	6,560.00
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	AUDIT PREPARATION	3,280.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	AUDIT PREPARATION	6,560.00
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	POLICE PENSION AUDIT	2,900.00
Vendor Total:				19,300.00
LINDENHURST, VILLAGE OF				
GENERAL FUND	ADMINISTRATION	EMPLOYEE WELLNESS PROGRAM	REIMBURSEMENT - EMPLOYEE PIE EAT	11.17
GENERAL FUND	POLICE	EMPLOYEE WELLNESS PROGRAM	REIMBURSEMENT - EMPLOYEE PIE EAT	11.17
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	EMPLOYEE WELLNESS PROGRAM	REIMBURSEMENT - EMPLOYEE PIE EAT	11.16
Vendor Total:				33.50
MENARD'S - ANTIOCH				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	BUILDING & GROUNDS MTCE POLICE	28.98
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	RETURN FROM 48100 - BUILDING & G	(9.99)
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	BUILDING & GROUNDS MTCE POLICE	9.99
UTILITY FUND 60	SEWER	EQUIPMENT REPAIRS & MAINTENANCE	LS 2 SUMP PUMP	193.35
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	OPS AIR FILTERS	47.94
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	WATER TRK HOSE REPL	38.39
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	WATER TRK HOSE REPL	25.60
Vendor Total:				334.26
MWM CONSULTING GROUP, INC.				
GENERAL FUND	ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	PREPARATION OF GASB #75 ACTUARIA	600.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	PREPARATION OF GASB #75 ACTUARIA	600.00
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PREPARATION OF GASB #75 ACTUARIA	300.00
Vendor Total:				1,500.00
NEWS-SUN				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	NEWSPAPER SUBSCRIPTION	116.43
Vendor Total:				116.43

Fund		Department	Line Item	Item Description	Amount
NICOR					
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR	42.33
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION	42.33
UTILITY FUND	60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	88.44
Vendor Total:					173.10
NIKOLA MALOBABICH					
COMMUNITY CAPITAL		ADMINISTRATION	GREEN/SUSTAINABILITY IMPROVEMENT	50/50 CULVERT - 101 TIMBER LN	750.00
Vendor Total:					750.00
NORTH EAST MULTI-REGIONAL TRAINING					
GENERAL FUND		POLICE	TRAINING & CONFERENCES	HIGH RISK VEHICLE STOP TRAINING	80.00
Vendor Total:					80.00
PADDOCK PUBLICATIONS, INC					
MISCELLANEOUS ESCROW	24		DEVELOPER DEPOSITS	ESCROW - REDWOOD - PUBLIC NOTICE	73.60
Vendor Total:					73.60
PAYNE & DOLAN, INC.					
MOTOR FUEL TAX	15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT	529.29
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	COLD MIX	226.86
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	COLD MIX	151.24
Vendor Total:					907.39
PAYROLL - EXPENSES					
I.M.R.F./F.I.C.A.	06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,746.04
REFUSE & RECYCLING	30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	171.63
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,803.24
Vendor Total:					5,720.91
PAYROLL - GROSS PAYS					
GENERAL FUND		ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	6,293.34
GENERAL FUND		ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,269.07
GENERAL FUND		POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	58,922.02
GENERAL FUND		POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	4,740.12
GENERAL FUND		POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	2,916.33
GENERAL FUND		PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	13,929.96
GENERAL FUND		PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	2,012.70
GENERAL FUND		PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	709.44
REFUSE & RECYCLING	30		SALARIES	PAYROLL GROSS COMPENSATION	2,607.98
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,780.26
UTILITY FUND	60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	13,929.96
UTILITY FUND	60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	2,012.70
UTILITY FUND	60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	709.44
UTILITY FUND	60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,964.98
UTILITY FUND	60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	1,006.35
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	354.72
GENERAL FUND		PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	240.00
UTILITY FUND	60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	240.00
UTILITY FUND	60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	120.01
Vendor Total:					125,759.38
PAYROLL - PROCESSING FEES					
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	314.12
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	69.81
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	314.12
Vendor Total:					698.05
PEGGY SCHUENEMAN					
GENERAL FUND		PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE - 2558 MALLARD DR.	52.00
Vendor Total:					52.00
PHILLIP GAUGHRAN					
GENERAL FUND		PUBLIC WORKS	TRAINING & CONFERENCE	CDL RENEWAL REIMBURSEMENT - PHII	24.54
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	CDL RENEWAL REIMBURSEMENT - PHII	36.81
Vendor Total:					61.35
RUSH POWER SYSTEMS, LLC					
UTILITY FUND	60	WATER	GENERATOR MAINTENANCE	RESEVOIR GEN SET REPAIR	995.00
Vendor Total:					995.00

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 06/11/2024 - 06/24/2024
 BOTH JOURNALIZED AND UNJOURNALIZED

Fund	Department	Line Item	Item Description	Amount
RUSSO'S POWER EQUIPMENT, INC				
GENERAL FUND	PUBLIC WORKS	TOOLS	POLE TRIMMER REPLACEMENT	521.99
			Vendor Total:	521.99
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 & ENGINEERENGINEERING - LS UPGRADES		1,216.31
			Vendor Total:	1,216.31
TEKLAB, INC				
UTILITY FUND 60	WATER	LAB SERVICE	APRIL WATER SAMPLING	402.00
			Vendor Total:	402.00
WAUKEGAN TIRE				
GENERAL FUND	POLICE	VEHICLE SERVICE	SQUAD TIRES (4)	584.00
			Vendor Total:	584.00
			Grand Total:	214,431.43

Fund Totals:

GENERAL FUND 01	121,243.62
I.M.R.F./F.I.C.A. FUND 06	2,746.04
IT FUND 11	1,257.21
MOTOR FUEL TAX FUND 15	529.29
COMMUNITY CAPITAL FUND 21	1,715.96
MISCELLANEOUS ESCROW FUND 24	5,719.85
REFUSE & RECYCLING FUND 30	7,952.31
ECONOMIC DEVELOPMENT FUND 40	12,358.74
UTILITY FUND 60	59,692.10
WATER/SEWER CAPITAL FUND 61	1,216.31
Total For All Funds:	\$214,431.43



MEMORANDUM

DATE: June 21, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for June 24, 2024**

New Business

A. Ordinance 24-6-2296: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – Tikka Taproom - 2234 E. Grand Avenue

A new restaurant with Indian cuisine is proposing to lease units located at 2234 E. Grand Avenue within Grand Plaza. This address is the former home of Sarge's Beef who closed in March of this year. Upon Sarge's closure, the businesses' liquor license was surrendered and the number of liquor licenses were reduced.

The applicant has revised their original request and is now applying for a Class A license. Obtaining this license would allow the sale of liquor for consumption on the premises. There is no video gaming component to the license request. The applicant has undergone all background information required for liquor license applicants and no concerns were raised by the Police Department.

B. Bid Award: Streetlight Service and Maintenance – Geary Electric, Inc.

One of contracts staff omitted from approval of the omnibus vendor/contractor list in March was that for streetlight service and maintenance. Public Works desired to bid out this service to compare prices of different vendors after using Geary Electric for many years. Public Works made other vendors aware of our solicitation, but the Village only received one bid for this service from Geary Electric.

The awarded contractor would provide service to Village-owned streetlights within the community and charge the Village for hourly service. There are two hourly rates as part of Geary's bid, one charge is for \$154/hour for use of the service van, and the other is \$208/hour for use of an aerial truck. The service van is used for assessing lighting issues while the aerial truck is used to service the fixtures well above grade.

The cost for this service is higher than the Village has historically paid, but is in line with other contractors in the market and the overall increasing cost of labor. Staff requests the Village Board consider the award of a bid and execution of a service agreement with Geary Electric, Inc. for the Village's annual streetlight maintenance.

C. Approval: Facility Use Agreement – Lindenfest, Inc.

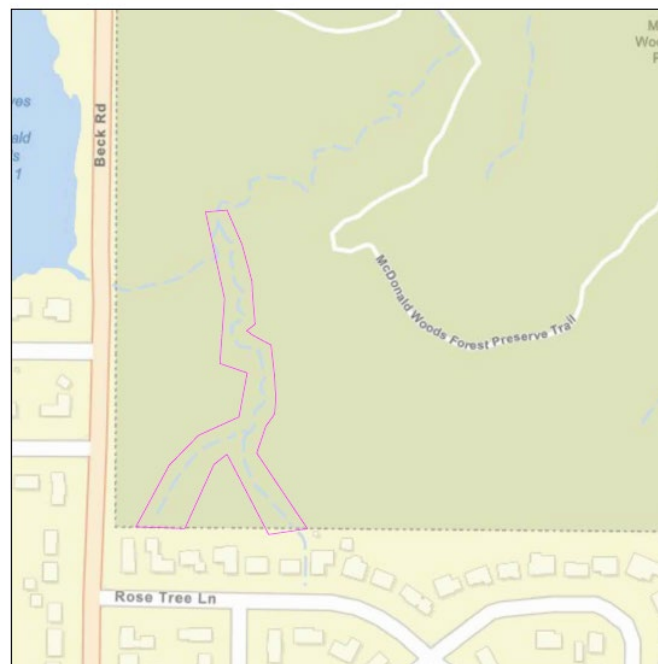
Last year, the Village moved to formalize the relationship with Lindenfest, Inc. for the use of the Village’s facilities and grounds during the timeframe of the annual festival. The purpose of the agreement was to reduce the risk and liabilities of the Village for being the location of the event, but also reduce the likelihood of undesirable incidents during the festival by limiting access of Village facilities to the general public.

The facility use agreement has been updated to reflect the dates of this year’s festival, but all other terms of the agreement are the same as the previous year. The proposed agreement once again is for a period of one year.

D. Approval: Intergovernmental Agreement with Lake County Stormwater Management Commission (SMC) for the Rose Tree Drainage Outfall Remediation Project

In partnership with the Lake County Forest Preserve District, the Village applied for a grant administered by SMC which assist in flooding, drainage, and other stormwater remediation projects. In this case, the Village and Forest Preserve District’s request was to address a collapsed stormwater outfall which drains the neighborhood around Rose Tree Lane, Orchard Lane, and Beck Road. The collapsed pipe has fallen into a ravine within the Forest Preserve and the resulting increased velocity of stormwater has caused significant erosion within McDonald’s Woods. The grant funds would go toward the repair of the stormwater outfall and the restoration of the banks of the creek within McDonald’s Woods Forest Preserve.

The approximate area of the project and grant-funded improvements are shown below:





Earlier this year, SMC informed us that our application would receive funding for our project in the amount of \$695,000. SMC is requesting that all awarded projects execute a pre-award intergovernmental agreement which will indicate that our agency/agencies has the resources available to move forward within the timeframe of the grant. The Village and the Lake County Forest Preserve have agreed, in principle, to split the grant match of \$88,560.38. Subsequent IGA's will need to be signed with SMC to spell out the terms of the grant and the Forest Preserve to define the roles and responsibilities of each group when it comes to construction of the repairs.

Based on our discussions with SMC, staff believes that the funding will be in place in late 2024 and projects should commence in early 2025.



June 24, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: A. Ordinance 24-6-2296 Amending Liquor Licenses

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: Revenues for licenses are receipted to the General Fund.

Within Budget: Yes No

Suggested Motion: **Adopt Ordinance 24-6-2296 Amending Section 111.20 of the Village Code by adding one Class A license for Tikka Taproom at 2234 E. Grand Avenue.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

ORDINANCE NO. 24-6-2296

**VILLAGE OF LINDENHURST
LAKE COUNTY, ILLINOIS**

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

Date of Publication: June 24, 2024

ORDINANCE NO. 24-6-2296

**AN ORDINANCE AMENDING SECTION
111.20 OF THE VILLAGE CODE OF
LINDENHURST, LAKE COUNTY, ILLINOIS**

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

SECTION I: That Section 111.20 of Chapter 111 of the Code of Ordinances of the Village is amended by repealing Section 111.20 thereof and substituting in lieu thereof a new Section 111.20 as follows:

111.20 NUMBER OF LICENSES.

The following number of licenses shall be permitted in each license class:

Class	Number of Licenses
<u>A</u>	<u>3</u> 4
A-V	4
AA	0
AA-V	2
B	8
BYOB	0
C	0
C-V	0
D	0
D-V	0
E	2
E-V	1
E-1	1
F	0
G	1

SECTION II: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be in full force after its passage, approval and publication in pamphlet form as provided by law.

Passed and Approved by the President and members of the Board of Trustees of the Village of Lindenhurst, Illinois, this 24th day of June, 2024.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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

WINGS & APPS

Indian Street Food

Samosa	5
2 Baked Pastries Filled with Spiced Potatoes & Herbs	
Samosa Chaat	7
2 Baked Samosas served with Chickpeas, Pickled Onions, Cilantro Chutney, Tamarind Chutney & Dill Yogurt Sauce	
Chole Bhature	14
Flaky Sourdough Served with Chickpeas, Pickled Onions & Cilantro Chutney	

Shareables

Tandoori Tempura Paneer	8
6 pc	
12 pc	15
21 pc	21
Tandoori Tempura Tenders	16
8 Chicken Tenders Served with Dill Yogurt Sauce & Curry Aioli	
Cilantro Brussel Skillet	13
Crispy Brussel Sprouts, Amul Cheese, Cilantro Chutney & Pumpkin Seeds	
Lamb Chops [4 pc.]	18
Tandoori Lamb Chops Served with Cilantro Chutney	
Loaded Chips/Fries	16
Choice Of Protein & Sauce, served with Amul Cheese Sauce, Indian Pico & Pickled Onions	

Flat Breads


Butter Chicken	14
Bombay Chicken, Pickled Onions, Amul Cheese, Makhani, Cilantro, Dill Yogurt	
Spicy Steak	16
Steak Shawarma, Fries, Indian Pico, Amul Cheese, Vindaloo Sauce	
Cilantro Chutney	14
Roasted Veggies, Amul Cheese, Indian Pico, Calico Corn, Chutney	
Cheese	12
Amul Cheese, Amul Cheese Sauce, Singh's House Seasoning	
Paneer Makhani	14
Paneer, Pickled Onions, Amul Cheese, Makhani Sauce, Fresh Cilantro, Dill Yogurt	

Singh's Wings

Lollipop Wings served with your choice of Sauce	
6 pc	11
12 pc	21
18 pc	31

Sauces & Flavors

Curry Mild	
A British Staple. Fresh Yogurt Blended with Fresh Cilantro, Coriander, Fenugreek, Turmeric, Cumin, & Ginger	
Makhani Medium	
Singh's Signature, Creamy Tomato Sauce, Cream, Butter, Garam Masala & Cumin	
Manchurian Medium	
Indo-Chinese. Blend of Soy Sauce, Vinegar, Tomato Sauce & Chili Sauce	
Vindaloo Hot	
Goan Delight. Bright, Acidic Made With Onion, Tamarind, Vinegar & Sugar	



Spiced Tomato Shorba

12

Indian Tomato Soup made with Fresh Tomatoes, Aromatic Spices, Cilantro and a Dollop of Cream. Served with Tandoori Cheese Naan

Goat Curry

24

Tender Goat Simmered in a Fragrant Blend of Spices, served with Basmati Rice

Tandoori Chicken

22

Whole Chicken Marinated Overnight in Traditional spices, Herbs and Yogurt GF

Tandoori Shrimp

24

Shrimp Marinated with Chef's Special Spices and Garlic GF

Tandoori Paneer

20

Fresh Cottage Cheese marinated with Garlic, Ginger, Spices and Yogurt GF

Bollywood Burger

18

Double Beef Burger marinated in Tandoori Seasoning, Chaat Masala, topped with Hakka Noodles, Makhani, Onions, Cheese & Greens. Served with Housemade Fries

Paneer Tikka Sliders

14

Tikka Grilled Paneer served with Cilantro Chutney, Indian Pico, Pickled Onions, and Curry Aioli. 3 Pieces Served on a Buttery Brioche Bun

Tandoori Chicken Naan

8

Amul Cheese Naan

6

DINNER MENU

Chef's Favorites

Plant Life Bowl	16
Choice of Tikka Tofu (Vegan) or Paneer with Fried Brussels, Indian Pico, Curry Yogurt, Drizzle of Dill Yogurt Sauce, Cilantro Chutney & Toasted Pumpkin Seeds	
Meat Me Plate	22
Basmati Rice, Steak Shawarma, Bombay Chicken, Makhani Sauce, Roasted Veggies, Pickled Onions & Curry Mustard Aioli	
Tandoori Wrapper	18
Saffron Rice, Tandoori Fried Chicken, Makhani Sauce, Amul Cheese, Indian Pico & Cilantro Chutney. Served with Housemade Potato Chips	
Bombay Shrimp Tacos	18
3 Rotis, Bay Shrimp, Basmati Rice, Vindaloo Sauce, Pickled Onions, Amul Cheese, Fresh Cilantro & Tamarind Chutney	
Kathi Roll	18
Garlic Naan, Steak Shawarma, Pickled Onions, Ginger Vinaigrette, Greens, Dill Yogurt Sauce & Cilantro Chutney	
Mumbai Manchurian	22
Basmati Rice, Bombay Chicken, Bay Shrimp, Manchurian Sauce, Roasted Veggies & Pickled Onions	

SK Signature Dish

Garlickghee Surf & Turf	32
Tender Marinated Lamb Chops, Bay Shrimp, Greens, Roasted Veggies, Basmati Rice, Garlic Ghee, Cilantro Chutney & Vindaloo Sauce. Served with Garlic Naan	

Traditional Family Style

Biryani Veg Chicken	15 18
Basmati Rice cooked with Mix Vegetables, Mint & Fresh Aromatic Indian Spices	
Butter Chicken	18
Bombay Chicken simmered in our Makhani Sauce	
Paneer Makhani	17
Grilled Paneer simmered in our Makhani Sauce	
Shrimp Vindaloo	21
Grilled Shrimp simmered in our Vindaloo Sauce	
Chicken Manchurian	18
Grilled Chicken simmered in our Manchurian Sauce	
Tava Fry	14
Fresh Vegetables simmered in our Curry Sauce	
Daal Makhani	16
Whole Black Lentils, Butter, Singh's Seasoning, Tomatoes, Onions, Herbs & Cream	

*proteins may be substituted on request

BUILD YOUR OWN

Wrap | Bowl | Tacos |
Salad | Plate

Base:

Basamati Rice

Saffron Rice

Greens

Proteins:

Tikka Tofu [Vegan] 14

Bombay Chicken [GF] 16

Tandoori Tempura Chicken 17

Bay Shrimp [GF] 18

Steak Shawarma [GF] 18

Paneer [VEG] 16

Toppings:

Chick Peas

Amul Cheese

Pickled Onions

Roasted Veggies

Indian Pico

Calico Corn

Sauces:

Curry | Mild

A British Staple. Fresh Yogurt blended with Fresh Cilantro, Coriander, Fenugreek, Turmeric, Cumin, & Ginger

Makhani | Medium

Singh's Signature. Creamy Tomato Sauce, Cream, Butter, Garam Masala & Cumin

Manchurian | Medium

Indo-Chinese. Blend of Soy Sauce, Vinegar, Tomato Sauce & Chili Sauce

Vindaloo | Hot

Goan Delight. Bright, Acidic made with Onion, Tamarind, Vinegar & Sugar

Finishes:

Cilantro Chutney

Tamarind Chutney

Curry Aioli

Dill Yogurt

Ginger Vinaigrette

Killer Hot Sauce

Signature Sides:

Roti 2

Garlic Naan 3

Bhatura 4

Fried Brussels [VEG] [GF] 4

Housemade Potato Chips 3

Fries 3

BRUNCH MENU

Chef's Favorites

Masala Avocado Toast 15

Fresh Avacado, Indian Spices, Indian Pico, Calico Corn, Cilantro Chutney Drizzle & Microgreens

Chimmy Chutney Chops & Eggs 30

Garlic Tandoori Marinated Lamb Chops, Savory Chimichurri Chutney, Rosted Fingerling Potatoes & Fried Egg

Fajita Chole Bhatura & Eggs 16

Chickpeas Stewed with Chili Peppers and Singh's Spices, Grilled Veggies and Garlic Toasted Sourdough Flatbread with Fried Egg

Mango French Toast 18

Thick Cut Banana Bread battered and grilled to a golden brown. Stuffed with Mango Cream Cheese. Finished with Sarab's Spiced Tamarind Drizzle.

Singh's Steak Hash 22

Juicy Steak Shawarma with Grilled Veggies, Garlic Roasted Fingerling Potatoes. Topped with a Sunny Side Egg

Tandoori Tempura Chicken & Waffles 18

Crispy Tempura Tandoori Fried Chicken with Golden Belgian Waffle. Topped with Sarab's Spiced Tamarind Drizzle

SK Signature Dish

Bollywood Breakfast 18

Burger & Fries

Double Beef Burger marinated in Tandoori Seasoning, Chaat Masala, topped with Fried Egg, Malkhani, Onions, Cheese & Greens. Served with Housemade Fries

Skillet | Omelette | Scramble

Breakfast Protein:

Amul Cheese 12

Chickpeas 14

Tikka Tofu 14

Paneer 16

Bombay Chicken 16

Steak Shwarma 18

Bay Shrimp 18

Boozy Brunch

BOTTOMLESS MIMOSA 20
Orange | Mango | Guava | Lychee | Pineapple

SINGH'S SANGRIA 14
Tamarind Fused Tequila, Agave, Orange, Roasted Cumin Salt Rim

SPIKED CHAI 14
Amrut Single Malt Whiskey, Rose Syrup, Demerara Syrup, Cherry Bitters, Orange Peel

BLOODY TANDOORI 14
Vodka, Singh's Bloody Mary Mix, A.I. sauce, Worcestershire sauce, Smoked Indian Chiles, Singh's Seasoning Salt Rim



June 24, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: B. Bid Award: Streetlight Service and Maintenance

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: \$20,000 budgeted in FY 25 General Fund for streetlight servicing

Within Budget: Yes No

Suggested Motion: **Award a bid and the execution of a service agreement with Geary Electric, Inc. for Village streetlight service and maintenance.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |



DATE: June 21, 2024

TO: Clay Johnson, Village Administrator

FROM: Charles Hernandez, Utility Systems Manager

RE: Street Light Maintenance - Service Agreement

On June 11, 2024, Public Works opened one bid for the Annual Street Light Maintenance. Our current contractor Geary Electric, Inc. was the only company to submit a bid for this type of work. We actively pursued other service providers but were unsuccessful in obtaining a bid from them.

The street light maintenance contract provides service and repairs to our 139 street light poles within our community. Geary Electric, Inc. has been performing this work for the Village since 2009 and is very familiar with the locations of our street lights.

The Street Light Maintenance is bid on an hourly basis for two different types of responses. The first is a service van to perform troubleshooting of ground faults or to assess lighting issues. The second is for an aerial truck to complete repairs on the mast, arm, replace bulbs, or install new light poles. Each response is coordinated with Village staff with a follow up inspection upon completion.

The following is a 3-year snapshot of the cost for the above-mentioned work.

FY 21/22	FY 22/23	FY 23/24
\$28,485	\$14,562	\$28,436
\$12,300 for Country Place/Sand Lake Road Crossing		\$14,400 for Country Place/Sand Lake Road Crossing

This year Geary Electric, Inc. submitted a bid of \$154/hour for a service van and \$208/hour for an aerial truck. This is an increase from the previous year but is reflective of labor increases we have witnessed in contractual work over the past few years. Street light maintenance is a line item in Street & Traffic Control Lighting and has a budget of \$20,000.

With your permission, we would like to enter into a service agreement with Geary Electric, Inc. to perform our annual Street Light Maintenance.

**VILLAGE OF LINDENHURST
REQUEST FOR PROPOSAL**

OWNER:

Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, IL 60046

Owner will receive sealed proposals for the Work generally described as follows:

2024 STREET LIGHT MAINTENANCE

TO BE SUBMITTED TO Village of Lindenhurst, 2301 East Sand Lake Road, Lindenhurst, IL 60046, attention *Clay Johnson, Village Administrator*, BEFORE **10:00 A.M., June 11, 2024**.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Clay Johnson
Village Administrator

VILLAGE OF LINDENHURST

CONTRACT/PROPOSAL FOR THE
2024 STREET LIGHT MAINTENANCE

Full Name of Bidder: Geary Electric Inc. ("Bidder")
Principal Office Address: 3151 Commercial Ave Northbrook, IL 60062
Local Office Address: _____
Contact Person: Harry Crawford Telephone Number: 847-509-6815

TO : Village of Lindenhurst ("Owner")
2301 East Sand Lake Road
Lindenhurst, IL 60046

Attention: Clay Johnson
Village Administrator

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor and Equipment. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the *maintenance and repairs of Village owned street lights within the boundaries of the Village*. (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

VILLAGE OF LINDENHURST

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the [total Contract Price of:] [sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated into the Work by the Unit Price set forth below for such Unit Price Item:]

Item no.	Description	Quantity	Unit Cost Bucket Truck	Unit Cost Service Van
1	Hourly Rate including equipment & labor	1	\$ 208.00	\$ 154.00
TOTAL			\$ 208.00	\$ 154.00

HOURLY RATE BUCKET TRUCK (in writing): Two Hundred Eight Dollars and NO Cents

HOURLY RATE SERVICE VAN (in writing): One Hundred Fifty-Four Dollars and NO Cents

HOURLY RATE BUCKET TRUCK (in figures): 208 Dollars and 00 Cents

HOURLY RATE SERVICE VAN (in figures): 154 Dollars and 00 Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

VILLAGE OF LINDENHURST

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the Illinois Prompt Payment Act.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously.

4. Financial Assurance

A. Bonds. No Bonds required for this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates [and policies] of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

VILLAGE OF LINDENHURST

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. **Indemnification.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. **Penalties.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. **The Work.** The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation [the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of

VILLAGE OF LINDENHURST

Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract/Proposal; any other] [any] prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E 3 or Section 33E 4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor

VILLAGE OF LINDENHURST

any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

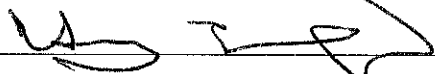
J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

VILLAGE OF LINDENHURST

Bidder's Status () _____ Corporation (Illinois Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Geary Electric Inc.

Doing Business As (if different) _____

Signature of Bidder or Authorized Agent: 

Printed Name: Harry Crawford

Title/Position: Vice President

Bidder's Business Address: 3151 Comercial Ave
Northbrook, IL 60062

Bidder's Business Telephone: 847-509-0540

If a Corporation or Partnership. List all Officers or Partners:

NAME	TITLE	ADDRESS
Susan Crawford	President	3151 Commercial Ave Northbrook, IL 60062
Harry Crawford	Vice President	3151 Commercial Ave Northbrook, IL 60062

VILLAGE OF LINDENHURST

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lindenhurst ("Owner") this 11th day of June, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LINDENHURST

By: _____

CLAY JOHNSON

Village Administrator

VILLAGE OF LINDENHURST

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

SPECIAL PROVISIONS OF CONTRACT

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedence in the event of conflict.

I. **CONTRACT PERIOD**

Commencement Date: June 25, 2024, or upon execution of the Contract

Completion Date: April 30, 2025

Hourly rate for the work shall not upwardly adjust during the contract period.

The Village may terminate this contract at any time, with thirty (30) days advanced written notice, without cause and without penalty.

Village mapping of street light locations and control boxes will be provided to the contractor upon execution of Contract.

30 days prior to end of contract, Owner may extend the Contract, in writing, for up to a period of 3 extensions. Price adjustments may be allowed at the discretion of the Owner at a mutually agreed percentage of the current Contract with Contractor.

II. **DESCRIPTION OF WORK**

The Work described in these specifications consists of providing street light maintenance and repair for the Village of Lindenhurst. The hourly rate shall include costs for all equipment and labor required to complete the work. The Village currently owns and is responsible for maintaining approximately 139 street light poles throughout the community.

III. **SCOPE OF WORK**

Contractor shall perform street light maintenance as necessitated by knockdowns, routine field inspections, and resident service requests.

A. **Municipal Experience**

Contractor shall have a minimum of two (2) year's comparable municipal experience in street light maintenance and qualify such experience by providing references satisfactory to the Owner.

VILLAGE OF LINDENHURST

B. On-Call Electrician

Contractor shall have an on-call electrician as well as all equipment necessary to perform and complete the Work.

C. Equipment Storage

Contractor shall have the capability of storing a minimum of five (5) street light poles.

IV. CONTROL OF WORK

A. Coordination With Owner

Contractor shall provide a phone number where the on-call electrician can be reached by either the Village Hall and/or the Public Works Department when street light maintenance is needed. Upon completion of the Work, Contractor shall report completion of the same to the Owner.

B. Performance Standard

Contractor shall respond and complete a service request within two working days. It should be expressly understood that the Contractor is expected to respond in a timely manner. Emergency situations will require a 2-hour response.

If it is mutually determined by the Owner and Contractor that certain work will take longer than the two-day performance standard, Owner shall grant a reasonable extension of time for the Contractor to complete such work.

C. Traffic Control

Contractor shall be responsible for providing necessary traffic control whenever Contractor-owned vehicles or equipment are parked or working adjacent to public roadways.

- Traffic control devices shall be in accordance with IDOT Standard 701901-01.
- Lane closures shall be in accordance with IDOT Standard 701301-03.

VILLAGE OF LINDENHURST

The cost of traffic control shall not be paid for separately but shall be considered to be included in the unit price for the work being performed.

V. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment which is allocable to Work performed by the Contractor.

Once the Owner has certified the completion and quality of the Work, payment will be made to the Contractor.

Contractor shall be paid at the hourly rate for street light maintenance as specified in the Schedule of Prices.

Clarifications: For clarifications regarding this bid proposal, please contact Charles Hernandez, Utility Systems Manager at (847) 356-8252.

SCHEDULE OF PRICES

Item no.	Description	Quantity	Unit Cost Bucket Truck	Unit Cost Service Van
1	Hourly Rate including equipment & labor	1	\$ 208.00	\$ 154.00
TOTAL			\$ 208.00	\$ 154.00

VILLAGE OF LINDENHURST

PROCEDURES FOR STREET LIGHT MAINTENANCE

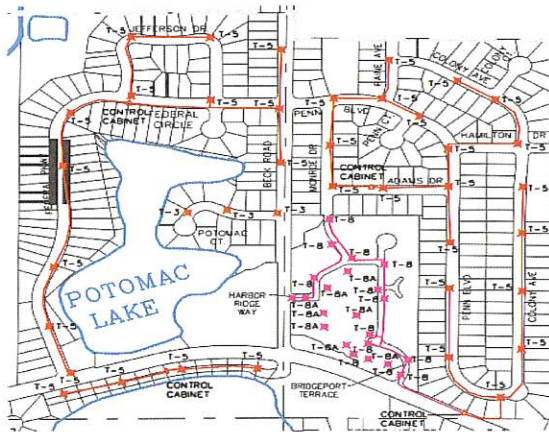
The following are procedures that the Village follows regarding the repair of street lights and poles.

1. As street light maintenance requests come into the Village Hall, they are logged into the E311 system and assigned to Village Hall staff.
2. Staff confirms whether the street light is owned by ComEd or the Village.
3. If the street light is owned by ComEd, staff will call ComEd to report which street light is out.
4. If the street light is owned by the Village, staff will coordinate the repair with Village contractor. Under the contract, repairs must be completed within 48 hours.
5. If there is a question on ownership or anything else, Village Hall staff will assign the request to Public Works and describe information needed.
6. Requests will not be closed until the street light is repaired (both ComEd and Village owned).
7. Village Hall staff will ensure that requests are completed timely and in accordance with the contract.

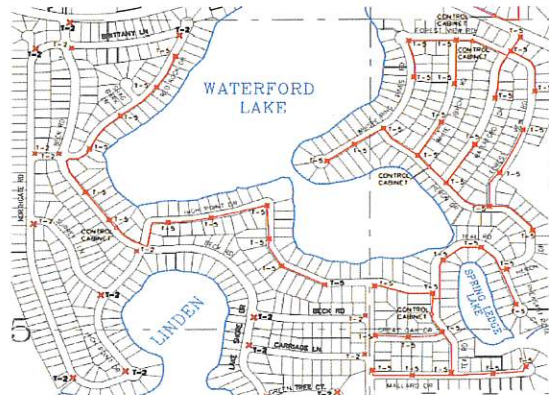
VILLAGE OF LINDENHURST

TYPE	QTY.	POLE	HEIGHT	WIRING SYSTEM	FIXTURE	LAMP
5	110	Tapered Aluminum	25 FT	Control Cabinet & Cable	GE C724G548	250W & 400W HPS
8	8	Decorative Steel		Control Cabinet & Cable	Decorative	175W Metal Halide
8A	9	Decorative		Control Cabinet & Cable	Decorative	175W Metal Halide
9A	9	Decorative Cast Aluminum	20 FT	Disconnect Switch & Cable	Decorative	100W HPS

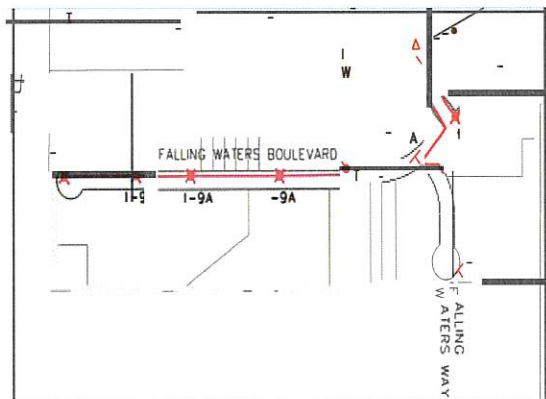
AMERICANA HEIGHTS



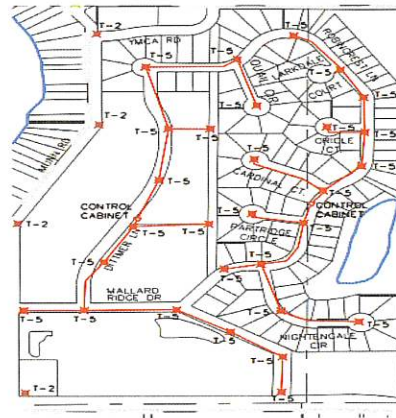
SEVEN HILLS



FALLING WATERS



MALLARD RIDGE



VILLAGE OF LINDENHURST

PREVAILING WAGE

<https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20240520/Lake.pdf>



June 24, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: C. Facility Use Agreement – Lindenfest, Inc.

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: None

Within Budget: Yes No

Suggested Motion: **Authorize the execution of a facility use agreement with Lindenfest, Inc. for 2024.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

**FACILITY USE AGREEMENT BETWEEN
THE VILLAGE OF LINDENHURST AND LINDENFEST, INC.**

This Agreement is entered into this ____ day of _____, 2024, by and between the **Village of Lindenhurst**, an Illinois municipal corporation ("**Village**") and **Lindenfest, Inc.**, an Illinois not-for-profit corporation ("**Licensee**") as follows:

WHEREAS, the Village of Lindenhurst owns property located at 2301 Sand Lake Road, Lindenhurst, Illinois on which the Village Hall and accessory parking is located ("**Property**");

WHEREAS, the Village and the Licensee desire to enter into an agreement to set forth the terms and conditions for the Licensee using the Property for the 2024 Lindenfest special event ("**Event**"), as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The above-stated recitals are incorporated herein by reference.

2. The Village agrees to allow the Licensee to use a portion of the Property, in the areas depicted on the map attached as **Exhibit A**, to operate the Event scheduled for August 22-25, 2024. Licensee will only be permitted to use the areas expressly designated in Exhibit A, including designated parking spaces and area for the public's use during the Event. Use of the designated parking area by Licensee committee members is limited to no more than five members, is subject to prior approval by the Village, and will require issuance of a parking placard by the Village. Licensee agrees that its use of the Property will be used solely for the Event, on the dates and during the hours specified as follows:

Thursday, August 22, 2023 – 6 pm -10 pm

Friday, August 23, 2023 – 6 pm - Midnight

Saturday, August 24, 2023 – Noon - Midnight

Sunday, August 25, 2023 – 11 am - 5 pm

3. The term of this Agreement will begin on August 1, 2024, and expire on August 31, 2024, or until this Agreement is earlier terminated by either the Village or Licensee. Either party has the right to terminate this Agreement by giving the other party at least 60 days advanced written notice of the date this Agreement will terminate; provided, however, the Village reserves the right to terminate this Agreement for (a) misconduct or misuse of the Property; (b) if deemed necessary for public safety or preservation of property; or (c) because Licensee has breached any of its obligations under this Agreement.

4. Licensee must keep the Property neat and clean at all times during the term of this Agreement. Licensee will be responsible for any damage done to the Property beyond normal wear and tear, and will reimburse the Village for all costs and expenses incurred by the Village in repairing and/or remedying any damage related to or arising from the Event. Licensee must immediately advise the Village of any damage made to the Property related to or arising from the Event. At the conclusion of the Event, the Licensee must remove all of its personal property and leave the Property in the same condition as Licensee received it, normal wear and tear excepted.

Licensee will be responsible for all trash removal and ensure that the Property is kept clean at all times during the term of this License. Licensee will work with the Village to ensure that all chairs, stages, and other equipment and facilities that were installed or brought onto the Property for the Event are removed promptly after the Event.

5. Licensee will be held responsible for any property that is stolen or damaged as a result of the Licensee's use of the Property for the Event.

6. Licensee must prepare and submit to the Village police department for review and approval a safety plan detailing the access to the Event for public safety vehicles and personnel, among other provisions requested by the police department.

7. Licensee is responsible for ensuring that parking and access to the Event complies with all applicable ADA requirements.

8. Prior to the Event, Licensee must coordinate with the Lindenhurst Park District to ensure the Licensee's use of the Property for the Event does not conflict or interfere with the use of the Park District property adjacent to the Property.

9. The Village makes no warranty or representation about the condition of the Property, the parking lot, or any other property located around the Property being used by the Licensee. Licensee is solely responsible for any and all supervision and security services associated with its use of the Property for the Event, and must apply for and obtain any necessary inspections, permits, and licenses from all authorizing agencies, including but not limited to the Fire Protection District, Lake County Health Department, and Village liquor commissioner.

10. Licensee has the sole responsibility and authority for contracting with the Event vendors and exhibitors. The Village reserves the right to inspect (but is not required to conduct any inspections), the operations of any and all Event vendors and/or exhibitors prior to and during the Event with respect to their compliance with this Agreement. All Event vendors will be subject to all the requirements stated in this Agreement.

11. The Licensee does hereby fully waive, release and discharge the Village and its officials, officers, employees, volunteers, and agents ("**Covered Entities**") from any and all claims from injuries, including death, property damage, or loss which it may have or which may accrue to the Licensee on account of its use of the Property for the Event, including the parking lot and any other property located around the Property, and the Licensee covenants not to sue the Village or any of the Covered Entities. The Licensee further agrees to indemnify and hold harmless and defend the Village and its Covered Entities from any and all claims resulting from injuries, including death, property damages, and losses sustained by the Village or the Covered Entities, the Licensee, or any member, user, invitee, employee, agent, customer, or attendee at the Event ("**Participant**") arising out of, in connection with, or in any way associated with the Licensee's use of the Property for the Event or the use of the parking lot and any property located around the Property by any Participant. The Licensee hereby assumes all responsibility for any bodily injury, death or property damage brought about as a result of its use of the Property or the use of the Property by any Participant. The indemnification obligations set forth herein shall survive expiration or termination of this Agreement.

12. The Licensee, at its sole cost and expense, must maintain adequate insurance coverage, including a commercial general liability insurance policy naming the Village as

additional insured with combined single limits in the amount of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate, or such other amount as the Village may require. The Licensee must also maintain workers compensation insurance covering all of the Licensee's employees in accordance with the applicable state laws and regulations, and dram shop insurance. The Licensee must provide a certificate of insurance evidencing a policy endorsement of the required insurance to the Village prior to the commencement of the Event. In addition, notice of cancellation or termination shall be provided to the Village in writing at least thirty (30) days in advance. Any of Licensee's contractors, subcontractors, or vendors who will provide any services relating to the Event for the Licensee will need to comply with the foregoing insurance requirements and provide to the Village certificate of insurance as evidence of such coverage before such contractor, subcontractor, or vendor enters the Property.

13. The Village and Licensee are independent parties, and under no circumstances will this agreement be construed as one of agency, partnership, or joint venture or employment between either.

14. The Licensee agrees, for itself and its contractors, agents, employees, members, guests and invitees that it will fully comply with all applicable Illinois state and local laws, ordinances and governmental regulations, and will not make any use of the Property which, directly or indirectly, is forbidden by Illinois state or local law, ordinance or governmental regulation, or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Property or covering the operation of the Property.

15. The Licensee will meet no less than 15 days in advance of the Event with the Village Administrator or designee to review and discuss site plans and location for all of the security (if applicable), signage, and other temporary facilities to be utilized within the Property.

16. In the event the Village deems that there has been a breach of this Agreement, which in the Village's sole discretion cannot be remedied or merits the termination of this Agreement, the Village may terminate the Agreement, and also seek any appropriate remedy at law or in equity.

17. This Agreement is not assignable or transferable by the Licensee without the written approval of Village, which may be refused in the Village's sole discretion.

18. Any notices required by this Agreement must be in writing and must be sent by certified mail, return receipt requested, by a nationally recognized overnight courier service, or by email, as follows:

To the Village

Attn: Village Administrator
Village Hall
2301 Sand Lake Road
Lindenhurst, Illinois 60046
Email: cjohnson@lindenhurstil.org

To Licensee:

Attn: President
Lindenfest Board of Directors
2301 E. Sand Lake Road
Lindenhurst, Illinois 60046
Email: contactlindenfest@gmail.com

19. This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

20. This Agreement will be governed by the laws of the State of Illinois and jurisdiction for any litigation shall be in the Circuit Court of the 19th Judicial Circuit, Lake County, Illinois.

21. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

22. This agreement may not be amended unless in writing and signed by both parties.

In witness whereof, the undersigned parties have hereunto executed or caused to be executed this Agreement as of the following date:

Village of Lindenhurst

Lindenfest, Inc.

By: _____
Village President

By: _____

Its: _____

Attest:

Village Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY TO BE USED FOR THE EVENT

EXHIBIT B

**MUNICIPAL COMPLEX FACILITY INTERIOR AREAS ACCEPTABLE FOR EVENT
COMMITTEE USE ONLY DURING EVENT**

- 1. Village Hall Conference Room Adjacent to Office**
- 2. Arthur Neubauer Boardroom**
- 3. Village Hall Storage Room**
- 4. Village Hall Restrooms**

Lake County, Illinois



Lake County, Illinois



Map Printed on 4/21/2023



Areas

- Override 1
- Override 2

Override 3

Tax Parcel
Information

Disclaimer:

The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.



June 24, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: D. IGA with Lake County SMC – Rose Tree Outfall Remediation

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: \$44,280.19 – Community Capital

Within Budget: Yes No

Suggested Motion: **Authorize the execution of an intergovernmental agreement with the Lake County Stormwater Management Commission for the Rose Tree Drainage Outfall Remediation Project.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |



DATE: June 21, 2024

TO: Clay Johnson, Village Administrator

FROM: Kevin Klahs, Director of Operations

RE: Rose Tree Stormwater Outfall IGA

Over the past several years, a 36" storm water pipe that enters the Lake County Forest Preserve behind the addresses 2408 and 2410 Rose Tree Drive, has fallen into disrepair. The disrepair includes 10' sections of the 36" reinforced concrete pipe becoming disconnected, causing significant erosion to a ravine in the McDonald's Woods Preserve.

Staff had investigated and learned that no easements were ever issued, nor owner of the pipe ever defined. In order to repair and improve the downstream water quality, we worked with the Lake County Forest Preserve District (LCFPD) and mutually hired Baxter Woodman engineers to assist in applying for a grant.

As we continue through this process, the Lake County Storm Water Management Commission (SMC) has drafted a pre-grant intergovernmental agreement to show our intentions to move forward, should the DECO (Department of Commerce and Economic Opportunity – Stormwater Capital Improvement Program) award this project.

We are working on a separate intergovernmental agreement with the Lake County Forest Preserve District that will come before the Village board at a later date, along with a funding IGA with SMC should we be awarded this grant.

A Project Expense Match of \$88,560.38 would be necessary to proceed. We would split that cost with the LCFPD. The total grant applied for is \$695,000.

We have the budgeted funds available, should we be awarded this grant.

INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LINDENHURST
FOR THE
ROSE TREE DRAINAGE OUTFALL REMEDIATION PROJECT

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Lindenhurst, (herein referred to as “Local Sponsor”, 2301 East Sand Lake Rd, Lindenhurst, IL 60046.

RECITALS

Whereas, SMC and the Village of Lindenhurst desire to work together on a stormwater infrastructure project to resolve drainage and flooding-related problems impacting the Village of Lindenhurst by, among other things, applying for support via the Department of Commerce and Economic Opportunity – Stormwater Capital Improvement Program (“DCEO-STOCIP”).

Whereas, the parties hereto anticipate accomplishing their goals by and through support from the DCEO-STOCIP program in the form of a grant which the parties anticipate will be subject to the SMC DCEO-STOCIP Policies and Procedures including final grant agreement provisions between the State of Illinois, Department of Commerce and Economic Opportunity and Lake County like those addressed in the template agreement hereto as Attachment B and which the SMC will assist the DCEO by administering.

Whereas, because the project depends upon an award being granted through the DCEO-STOCIP program, the parties desire to enter into this agreement to support the award of such a grant.

Agreement

Now, therefore, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated as part of the parties’ agreement.
2. **Project Description.** The Rose Tree Drainage Outfall Remediation Project (“PROJECT”) is located north of 2408 and 2410 Rose Tree Lane in McDonald’s Woods Forest Preserve in the Village of Lindenhurst and unincorporated Lake Villa Township, Illinois, and is expected to consist of repair and restoration of a stormwater outfall and the stream and ravine channel immediately downstream of the outfall (“PROJECT SCOPE”), which is more fully described in Attachment A. The purpose of the Project is to repair a stormsewer outfall that is currently in disrepair and stabilize the receiving ravine which is severely eroded as a result of the outfall failure.
3. **Funding.** The project is contingent upon a DCEO-STOCIP grant being awarded and budget appropriation by the Lake County Board. Should such a grant be awarded, the parties agree that Project funding shall be as follows:
 - a. **Project Expense Match.** A Project Expense Match (“PEM”) of \$88,560.38 will be paid by the Local Sponsor to SMC to support administrative services required for the Project. The PEM shall be paid to SMC in-full within 120 days of the execution of an Intergovernmental Agreement upon receipt of a DCEO grant agreement for the Project, as identified in paragraph 5.
 - b. The Local Sponsor understands that the project, if funded by a grant from DCEO, shall be funded by the Local Sponsor for all Project costs, which shall be reimbursed by the SMC using the funds received from the DCEO grant for implementation of the Project, up to an amount of \$695,000.00, contingent upon SMC’s receipt of funding from DCEO, Local Sponsor’s compliance

with the terms of any applicable DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, completion of any construction grant reimbursement requirements. and compliance with all applicable federal and state laws and regulations.

4. **Project Management and Responsibilities for Project.** The LOCAL SPONSOR will be the Project Manager for the PROJECT.
5. **Project Completion and future agreement.** Should the DCEO award a grant supporting the Project, the Local Sponsor agrees to proceed with completion of the Project within the timeframe required by said grant and, further, the parties agree to enter into an agreement substantially similar to the one attached hereto as Attachment B, adjusted as may be required to comply with any and all grant requirements as well as any other applicable contractual or legal requirements.
6. **Amendments.** This Agreement will be in effect until 12/31/2026, or until the date of execution of the project funding agreement identified in Paragraph 5, whichever is sooner, and may be modified or amended by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.
7. **Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.
8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.
9. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
10. **Entire Agreement.** SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
12. **Notices.** All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Kevin Klahs, Director of Operations
Village of Lindenhurst
2301 East Sand Lake Rd
Lindenhurst, IL 60046
Phone: 847-356-8252
Email: kklahs@lindenhurstil.org

If to SMC contact:

Mike Prusila, Planning Supervisor
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7700
Email: mprusila@lakecountyil.gov

IN WITNESS WHEREOF, the Stormwater Management Commission and the Village of Lindenhurst have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Dominic Marturano, Mayor
Village of Lindenhurst

Date

STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

Attachment A
[PROJECT SCOPE]

The Rose Tree Drainage Outfall Remediation Project will be implemented to repair erosion that is occurring adjacent to and downstream of a stormsewer outfall into a ravine located in the general vicinity of 2408 and 2410 Rose Tree Lane in McDonald's Woods Forest Preserve. Gabion baskets will be used to correct the erosion that exceeds several feet of elevation change. Rock rip-rap will be placed in the channel and along the banks in areas where scour and/or high velocities are likely to occur. The project also includes re-grading and restoration of banks and areas adjacent to the work.

Attachment B
[Template IGA agreement]

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE**

FOR THE

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as "SMC"), 500 West Winchester Road, Libertyville, Illinois 60048 and [Local Sponsor] _____, (herein referred to as "Local Sponsor", [insert address] _____).

**ARTICLE I
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION**

1.1 Purpose. The DCEO-STOCIP Program's primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

1.2 Project Description. The [ENTER PROJECT NAME HERE] ("PROJECT") is located _____ (refer to Exhibit 1). The PROJECT scope consists of _____ (refer to Exhibit 2).

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in an amount not to exceed \$_____ from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECT. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

1.4 Required Project Expense Match. A Project Expense Match ("PEM") of \$_____ will be paid by the Local Sponsor to SMC to support administrative and engineering services. The PEM shall be paid to SMC by _____. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

1.5 Project Management and Responsibilities for Project. Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The [SELECT ONE: LOCAL SPONSOR / SMC] is the Project Manager for the PROJECT.

1.6 Project Budget and Expense Responsibilities. PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

1.7 Project Schedule. The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

**ARTICLE II
PURPOSE FOR GRANT**

2.0 Purpose for Grant. [INSERT PURPOSE FOR GRANT] Implementation of this PROJECT would provide flood mitigation benefits for the properties, businesses, and roadways as shown in the damage analysis table below.

ARTICLE III
SMC TERMS AND CONDITIONS

3.1 Regulatory Compliance. The PROJECT shall comply with any and all terms and obligations imposed by any grant that may be awarded pursuant to the DCEO-STOCIP program, as well as the Lake County Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. It is the responsibility of the Local Sponsor to ensure that all necessary permits are secured prior to the implementation of the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

3.2 National Flood Insurance Program (NFIP). Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies.

3.3 Landowner Agreements. The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that any and all land rights that may be necessary for operation and maintenance procedures contemplated by this PROJECT are possible in perpetuity during and after the PROJECT's completion. All easements must be obtained prior to the start of construction. Documentation showing that the Local Sponsor has obtained the necessary deed or plat restrictions to construct and maintain the PROJECT shall be provided to SMC prior to start of the PROJECT. The cost of obtaining landowner agreements shall not be included in the PROJECT Budget (Attachment B), although the value of the PROJECT land rights may be added to the overall PROJECT cost. PROJECTS must be located on real property in which the Local Sponsor has interest evidenced by valid title or easement, extending in perpetuity. Neither SMC funding nor any DCEO-STOCIP funding awarded for this PROJECT shall be used to pay for any easements or deed or plat restrictions necessary to implement the PROJECT on property that is benefiting from the PROJECT, any such costs shall be the sole responsibility of the Local Sponsor.

3.4 Operation and Maintenance Plan. The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECT implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the project final report as described in Section 3.8 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECT in perpetuity. O & M costs incurred that are not included in [Attachment B, Item DCEO-10, "Other Construction Expenses,"] or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

3.5 PROJECT Implementation. Only Project Expenses specified in [Attachment B] that are incurred during the term of this Agreement and, if the DCEO awards a grant for this PROJECT, after DCEO approval and execution of the project Agreement, can be reimbursed.

3.6 PROJECT Modification. Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC and may require approval of DCEO.

3.7 PROJECT Coordination. The Project Manager shall provide PROJECT coordination and progress briefings as requested by [SMC/Local Sponsor] during the course of the PROJECT. Project Manager shall provide [SMC/Local Sponsor] monthly PROJECT Performance and Financial reports, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C). Reports shall be submitted via email to the [SMC/Local Sponsor] Contact by the 7th day of the following month throughout the term of this Agreement. Frequency of reporting requirements may be changed by [SMC/Local Sponsor] as required or allowed by DCEO.

3.8 PROJECT Evaluation and Report. The Project Manager shall provide a final report consisting of the following: an introduction; PROJECT description including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a final expenditure report for the PROJECT which includes a cost summary. Attachments to the final report shall include a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report. A final report which complies with the provisions of this Section must be provided to SMC within 30 days after completion of the PROJECT, and no later than _____, whichever is earlier. Final reimbursement request will not be paid until the final report is received.

3.9 PROJECT Audit. SMC may audit any PROJECT for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECT agreement and/or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

ARTICLE IV
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsors.

4.1 Lobbying Certification by Sub-awardees. Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. Local Sponsor is also subject to certification and disclosure, as required by the final grant agreement from DCEO. Local Sponsor agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

4.1.a. Improper Influence. Local Sponsor certifies that no Grant Funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Local Sponsor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

4.1.b. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions and submit a copy to the SMC.

4.1.c. Lobbying Costs. Local Sponsor certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

4.1.d. Procurement Lobbying. Local Sponsor warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.1.e. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

4.2 Maintenance and Accessibility of Records; Monitoring.

4.2a. Records Retention. Local Sponsor shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECT adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECT, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

4.2.b. Accessibility of Records. Local Sponsor, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Local Sponsor shall cooperate fully in any such audit or inquiry.

4.2.c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid or contributed by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

4.3 Subcontracts/Sub-Grants.

4.3.a. Local Sponsor/Delegation. Local Sponsor may not delegate any of its duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

4.3.b. Application of Terms. Local Sponsor shall advise any subcontractor or subgrantee of any requirements imposed on them by federal and state laws and regulations, and the provisions of any DCEO-SMC Grant Agreement, should the DCEO award a grant to support this PROJECT. In all agreements between Local Sponsor and subcontractors or subgrantees, SMC requires that all Local Sponsors adhere to the terms of the DCEO-SMC Grant Agreement.

4.3.c. Domestic Preference for Procurements. In accordance with the DCEO-SMC Grant Agreement and with 2 CFR 200.322, as appropriate and to the extent otherwise consistent with law, the Local Sponsor should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Agreement and the DCEO Award.

4.4 Additional Monitoring Provisions

4.4.a. Access to Documentation. The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The Local Sponsor must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Local Sponsor involving transactions relating to this Award.

4.4.b. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Section 4.2, above, the Local Sponsor is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an audit or inquiry may require the Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Local Sponsor personnel who are necessary to support the Local Sponsor's response to the audit or inquiry. This confidentiality requirement shall not limit Local Sponsor's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Local Sponsor with the confidentiality requirement.

ARTICLE V

PROCUREMENT REQUIREMENTS AND CERTIFICATION

5.1 Application of Terms. The Local Sponsor agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. Local Sponsor shall also advise sub-contractors of the requirement to comply

with such. By signing this Agreement, Local Sponsor acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

5.2 Additional Terms and Conditions. Local Sponsor understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact reimbursement for the PROJECT. If Local Sponsor's failure to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, the Local Sponsor will not be reimbursed for ineligible PROJECT costs from SMC and may be required to reimburse ineligible costs to SMC or Grantor.

5.3 Business Enterprise Program. DCEO requires that a Business Enterprise Program Utilization Plan be completed for the project prior to reimbursement of State (DCEO) funds. Local partner shall provide the information required on the Utilization Plan template. The template form will be provided by SMC. DCEO must approve the Utilization Plan prior to any reimbursement request from local sponsor.

5.4 Certification of Invoices and Reports. Each invoice and report submitted by Local Sponsor must contain the following certification by an official authorized to legally bind the Local Sponsor:

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

5.5 Certification of Agreement Terms. By signing below, Local Sponsor certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Contributions received pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. Local Sponsor acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

ARTICLE VI TERM; COMPENSATION; TERMINATION

6.1 Term of Agreement. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on _____, _____ and extends through _____, _____; however, extensions up to one year can be requested subject to DCEO and SMC approval. Extensions must be requested from SMC at least 90-days prior to the termination of this Agreement. Under no circumstances can the project completion date be extended beyond _____. Project expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

6.2 Availability of Grant Appropriation. Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$_____. PROJECT expenses that exceed \$_____ are not reimbursable and shall be paid by the Local Sponsor.

6.3 Completion of PROJECT Activities. The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

6.4 PROJECT Payments. Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to its contractor(s) and shall apply for reimbursement for eligible project expenses to the SMC.

6.5 PROJECT Payment Reimbursement. Reimbursement for project payments is subject to the PROJECT's, Local Sponsor's, Contractor's and Subcontractor's, and SMC's adherence to this Agreement and DCEO-SMC Grant Agreement Terms and Conditions set forth in Articles IV and V of this Agreement. Reimbursement requests shall be submitted with the monthly Performance and Financial report by the 7th day of the following month throughout the Agreement period, or as otherwise specified by SMC as allowed by DCEO. In all circumstances, PROJECT contractual obligations shall not be executed after _____, _____, and the PROJECT shall be fully paid out by _____, _____, or as, in its sole discretion, such dates may be extended by DCEO. Failure of Local Sponsor to timely submit a payment request will render the amounts billed unallowable cost which SMC cannot reimburse.

6.6 Termination of Agreement.

6.6.a. This Agreement may be terminated, in whole or in part, by either party for any or no reason upon thirty (30) calendar days' written notice to the other Party. If terminated by Local Sponsor, Local Sponsor must include the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If SMC determines in the case of partial termination that the reduced or modified portion of the Grant Contribution will not accomplish the purposes for which the grant was made, SMC may terminate the Agreement in its entirety.

6.6.b. This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) Local Sponsor's failure to comply with terms and conditions of this Agreement or Local Sponsor has made a false representation in connection with receipt of compensation; (3) Local Sponsor's breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

6.6.c. The termination of the Agreement in part shall not eliminate the amount of PEM costs Local Sponsor shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECT prior to termination as determined by SMC, which amount Local Sponsor acknowledges and agrees may be the entire amount of the projected PEM.

ARTICLE VII
INDEMNIFICATION

7.1 Independent Contractor. Local Sponsor is an independent contractor under this Agreement and neither Local Sponsor nor or any employee or agent of Local Sponsor is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds. Local Sponsor will provide the agreed services and achieve the specified results free from direction or control by SMC as to the means and methods of performance. Local Sponsor and any subcontractors will be required to provide their own equipment and supplies necessary to conduct their business; provided, however, that in the event, for its convenience or otherwise, SMC makes any such equipment available to Local Sponsor, Local Sponsor's use of such equipment or supplies provided by SMC pursuant to this Agreement shall be strictly limited to official SMC or state of Illinois business and not for any other purpose, including benefit or gain.

7.2 Indemnification. To the extent permitted by law, Local Sponsor agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of Local Sponsor relating to the PROJECT or this Agreement, with the exception of acts performed in accordance with an explicit, written directive of SMC.

ARTICLE VIII
NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

[INSERT LOCAL SPONSOR CONTACT INFORMATION]

If to SMC contact:

Michael Prusila, Planning Supervisor
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7700
Email: mprusila@lakecountyil.gov

ARTICLE IX
MISCELLANEOUS

9.1 Exhibits and Attachments. Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

9.2 Publicity and Notification. Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury." Local Sponsor will notify SMC at least twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECT or work performed under this Agreement.

9.3 Assignment Prohibited. Local Sponsor acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Local Sponsor, to include an assignment of Local Sponsor's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Local Sponsor without the prior approval of SMC in writing shall render this Agreement null, void and of no further effect.

9.4 Amendments. This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

9.5 Severability. If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

9.6 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

9.7 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.8 Entire Agreement. SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Stormwater Management Commission and _____ have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

[Name of person with authority and their position,
Name of Local Sponsor]

Date

STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

Exhibit 1
Site Location Map

Exhibit 2
Concept Plan

Attachment C
Schedule