



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, August 12, 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 July 22, 2024
- IV. Treasurer's Report for July 2024
- V. Bills Presented for Payment
- VI. Board and Staff Reports
- VII. Public Comment on Agenda Items
- VIII. New Business
 - A. Ordinance 24-8-2298: Approving an Amendment to a Special Use Permit and Site, Landscaping, Architectural Plans, and Variations from Accessory Structure Requirements for the Development of the Library Outdoor Space Improvements at 140 N. Munn Road
 - B. Approval: Economic Incentive Agreement with Brainstorm, Inc. - \$30,000
- IX. Public Comment
- X. Executive Session
- XI. Adjournment

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

VILLAGE OF LINDENHURST
2301 E Sand Lake Road

Regular Village Board Meeting Minutes
July 22, 2024
7:00pm

I. Call to Order

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

II. Roll Call

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

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of June 24, 2024 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Dunham, to approve the minutes from the Regular Village Board Meeting of June 24, 2024 as presented.
1. Voice Vote
Aye - 5
Nay - 0
Abstain - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Grace, to approve the second set of bills for the month of June presented for payment in the amount of \$1,410,380.25 for invoices due on or before July 22, 2024.
1. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Treasurer's Report

- A. Trustee Dunham read the Treasurer's Report for June 2024. The total for all accounts on June 30, 2024 was \$16,243,850.12.

- B. Trustee Dunham made a motion, seconded by Trustee Dickson, to approve the Treasurer's Report for June 2024 as read.
 - 1. Roll Call
 - Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
 - Nay – 0
- Motion carried.

VII. Board & Staff Reports

- A. Trustee Dickson relayed the following:
 - 1. Residents of Lake Linden attended the Lakes Commission meeting and expressed their dissatisfaction with the lake conditions.
 - 2. Josephine Larson, a high school senior at Lakes Community High School placed eighth in the womens wrestling National Championship, and named as an All-American.
- B. Trustee Dunham reported Lindenfest is August 22-25, 2024. There will be 6 bands over the course of Thursday, Friday, and Saturday, with the Pageant being held at 11:00am on Sunday.
- C. Trustee Grace observed some significant increases with facebook usage. Potential reasons for the increase was discussed.
- D. Mayor Marturano reported he encouraged residents and Lakes Commission members to attend the next budget workshop in which to gain a better understanding of the Village's priorities and how things fit within our limited budget.
- E. Village Administrator Clay Johnson reported the Lake Shore project has been awarded to Lenny Hoffman Excavating, Inc. Additionally, Clay would like to recognize Karleen Gernady as having been selected for the performance management committee by the International City County Managers Association.
- F. Police Chief Tom Jones wished to recognize the following:
 - 1. Recently attended the District 41 safety meeting. The district has done a great job in updating their emergency operations plan.
 - 2. Office Katie Kaminski, an ILEAS Task Force member, who recently spent quite a bit of time assisting at the Republican National Convention in Milwaukee, WI.
- G. Operations Director Kevin Klahs reported on the following:
 - 1. One road project is starting soon.
 - 2. Will be attending a preconstruction meeting for the motor fuel tax (MFT).
 - 3. The effects of the most recent heavy rain fall.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Approval: Mayoral Appointment - Steve McIntyre to Lakes Commission
1. Jim West of the Lakes Commission tendered his resignation. Steve McIntyre, an 11 year resident of Lindenhurst, and an avid fisherman, was recommended by Chairman Dave Kraft. If appointed, Mr McIntyre would fill the vacant, unexpired term, which was set to end April 30, 2025.
 2. Trustee Dickson made a motion, seconded by Trustee Suchy to approve the appointment of Steve McIntyre to fill a vacant unexpired term on the Lakes Commission thru April 30, 2025.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.
- B. Resolution 34-7-2297R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings
1. A semi-annual review of executive session minutes for potential release to the public was conducted. The minutes identified in the resolution are the only executive session minutes recommended for approval of content and release.
 2. Trustee Grace made a motion, seconded by Trustee Rosten to adopt Resolution 24-7-2297 approving and making a determination on certain executive session minutes.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.
- C. Approval: Police Squad Replacement Purchase - Fields Jeep, Chrysler, Dodge - \$36,961.03
1. Replacement of the Police Chief's unmarked 2015 Tahoe is included in the FY 2025 budget. The vehicle was originally set to be replaced in 2022, but was postponed to accommodate more squad replacement purchases.
 2. Due to extended delays, obtaining a vehicle through the states collective purchase program is difficult. Village staff has looked extensively at dealerships in the Chicagoland area. A Dodge Durango, located in Glenview, was identified as a potential replacement. No other vehicle was priced as competitively as Fields in Glenview, with pricing coming in under budget.
 3. Trustee Dunham made a motion, seconded by Trustee Suchy to authorize the purchase of a 2024 Dodge Durango from Fields Jeep, Chrysler, Dodge in the amount not-to-exceed \$36,961.03.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.
- D. Approval: Economic Incentive Agreement with R & D #8, Inc (Dunkin Donuts) - \$30,000
1. Dunkin Donuts on Sand Lake Road submitted a LEAP application for assistance with some improvements. Improvements include signage upgrades, millwork within

business, and various maintenance upgrades. Eligible expenses total \$67,663.16, making the eligible award \$30,000.

2. Trustee Dunham made a motion, seconded by Trustee Grace to authorize the execution of an economic incentive agreement with R & D #8, Inc (Dunkin Donuts) in an amount of \$30,000.

- a. Roll Call

Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace

Nay – 0

Motion carried.

E. Presentation and Discussion: FY 2023-2024 Annual Report

1. At the end of the fiscal year, each Village work area provided highlights of their achievements and milestones for the fiscal year. The contents in the report, and their place within the Village strategy were discussed.

X. **Public Comment**

A. None.

XI. **Executive Session**

A. None.

XII. **Adjournment**

A. Trustee Grace made a motion, seconded by Trustee Suchy to adjourn the meeting.

1. Voice Vote

Aye - 5

Nay - 0

Motion carried.

2. The meeting was adjourned at 8:14 pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

CASH SUMMARY BY FUND FOR VILLAGE OF LINDENHURST

FROM 07/01/2024 TO 07/31/2024

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 07/01/2024	Total Debits	Total Credits	Ending Balance 07/31/2024
01	GENERAL FUND	4,101,877.75	642,863.23	338,587.57	4,406,153.41
06	I.M.R.F./F.I.C.A. 06	263,584.50	3,548.07	9,853.44	257,279.13
11	IT FUND	29,449.62	14,105.91	10,844.69	32,710.84
14	LIABILITY INSURANCE 14	52,329.30	1,690.11	4,938.50	49,080.91
15	MOTOR FUEL TAX 15	2,096,564.44	62,965.51	1,755.92	2,157,774.03
19	CONTROLLED SUBSTANCE ACT 19	4,547.51	0.00	0.00	4,547.51
21	COMMUNITY CAPITAL	5,034,222.67	108,488.19	25,001.74	5,117,709.12
22	DUI SB 740 FUND 22	5,236.36	742.17	0.00	5,978.53
23	PRISON REVIEW AGENCY FUND 23	9,968.29	0.00	0.00	9,968.29
24	MISCELLANEOUS ESCROW 24	755,651.69	17,595.22	173,206.06	600,040.85
25	SHOP WITH A COP FUND 25	9,962.81	0.00	0.00	9,962.81
27	CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30	REFUSE & RECYCLING 30	405,788.38	97,002.44	125,108.90	377,681.92
40	ECONOMIC DEVELOPMENT FUND	328,270.96	0.00	32,475.00	295,795.96
46	SPECIAL SERVICE AREA 4 - 46	23,994.09	0.00	0.00	23,994.09
50	VEHICLE REPLACEMENT FUND 50	591,476.67	0.00	0.00	591,476.67
60	UTILITY FUND 60	1,021,527.46	434,930.73	810,934.00	645,524.19
61	WATER/SEWER CAPITAL FUND 61	1,458,737.66	249,860.53	616.67	1,707,981.52
89	SANITARY DISTRICT	45,260.40	48,664.40	45,260.40	48,664.40
	TOTAL - ALL FUNDS	16,243,850.12	1,682,456.51	1,578,582.89	16,347,723.74

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
ADDISON DIX				
GENERAL FUND	ADMINISTRATION	COMMUNITY ACTIVITY	LITTLE MISS LINDENHURST 2023	500.00
			Vendor Total:	500.00
ANITA MARY ARCHAMBEAU				
ECONOMIC DEVELOPMENT FUND		OTHER PROFESSIONAL SERVICES	ANITA PAY - JULY 2024	2,375.00
			Vendor Total:	2,375.00
ANTIOCH AUTO PARTS				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	POWER TOOL SERVICE	17.19
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	POWER TOOL SERVICE	9.78
UTILITY FUND 60	SEWER	EQUIPMENT REPAIRS & MAINTENANCE	FILLER BLD. SPRING	2.32
			Vendor Total:	29.29
APRIL MACINTYRE				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 RAIN BARRELL - 2507 BONNEF	75.63
			Vendor Total:	75.63
AQUA POOL & SPA PROS				
GENERAL FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE	VETERAN'S MEMORIAL MAINTENANCE	500.00
			Vendor Total:	500.00
BAXTER & WOODMAN, INC				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	1,056.25
			Vendor Total:	1,056.25
BENNY'S SERVICE CENTER				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	SAFETY INSPECTIONS - #'S 40, 42-	90.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	SAFETY INSPECTIONS - #'S 40, 42-	60.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	SAFETY INSPECTIONS - #53-19	18.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	SAFETY INSPECTIONS - #53-19	12.00
			Vendor Total:	180.00
BRAVO SERVICES, INC				
GENERAL FUND	BUILDING & GROUNDS	CLEANING CONTRACT	JULY 2024 CUSTODIAL SERVICES	798.94
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	JULY 2024 CUSTODIAL SERVICES	798.70
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CUSTODIAL SERVICE	JULY 2024 CUSTODIAL SERVICES	798.70
			Vendor Total:	2,396.34
BS&A SOFTWARE				
IT FUND		SOFTWARE SUPPORT/LICENSING	ANNUAL SERVICE 08/01/24 - 08/01/	12,191.00
			Vendor Total:	12,191.00
CENTRAL LAKE COUNTY J.A.W.A				
UTILITY FUND 60	WATER	CLCJAWA WATER SUPPLY PURCHASE	CLCJAWA WATER - USAGE FOR JULY 2	83,047.05
			Vendor Total:	83,047.05
CHRISTOPHER B. BURKE ENGINEERING				
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	MISC ENGINEERING ASSISTANCE	750.00
			Vendor Total:	750.00
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
			Vendor Total:	232.53
CITY TECH USA, INC				
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	2024 PUBLIC SALARY ANNUAL MEMBEF	390.00
			Vendor Total:	390.00
CLARK BAIRD SMITH LLP				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	LEGAL SERVICES	1,125.00
			Vendor Total:	1,125.00
COMCAST CABLE				
IT FUND		TELEPHONE/INTERNET	INTERNET VH/PD	264.90
IT FUND		TELEPHONE/INTERNET	PW INTERNET	159.90
			Vendor Total:	424.80
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	133.58

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description		Amount
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS		116.73
			Vendor Total:		250.31
COMPLETE OFFICE OF WISCONSIN					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES		25.08
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES		6.27
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES		6.27
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES		25.09
			Vendor Total:		62.71
COUNTRY GARDENS					
GENERAL FUND	PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	30 ROLLS OF SOD		83.40
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	30 ROLLS OF SOD		125.10
			Vendor Total:		208.50
DANIKA HUFF					
GENERAL FUND	ADMINISTRATION	COMMUNITY ACTIVITY	MISS LINDENHURST 2023		500.00
			Vendor Total:		500.00
DAVE'S TRANSMISSION, INC.					
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#57 - TYPE 2 SERVICE		144.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#57 - TYPE 2 SERVICE		96.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#58 - TYPE 2 SERVICE		144.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#58 - TYPE 2 SERVICE		96.00
			Vendor Total:		480.00
DEKIND COMPUTER CONSULTANTS					
IT FUND		COMPUTER SERVICES	SEPTEMBER 2024 MONTHLY IT SUPPOF		4,422.54
GENERAL FUND	POLICE	CONTRACT COMPUTER SERVICES	SEPTEMBER 2024 MONTHLY IT SUPPOF		2,805.00
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - JULY 2		652.50
IT FUND		COMPUTER SERVICES	OVER CONTRACT HOURS FOR JULY 202		593.75
			Vendor Total:		8,473.79
DYNEGY ENERGY SERVICES					
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		179.67
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		104.83
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		76.20
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		106.66
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		2,608.09
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		120.00
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		1,286.42
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		247.82
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		116.83
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		43.83
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		284.68
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		6,226.00
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		6,270.32
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		265.74
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		88.82
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		100.44
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		115.18
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		127.08
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI		391.13
			Vendor Total:		18,759.74
FIELDS JEEP INC.					
VEHICLE REPLACEMENT FUND 50	POLICE	SQUAD CAR REPLACEMENT	LINDENHURST PD DURANGO 1C4RDJDG6		36,961.03
			Vendor Total:		36,961.03
FIRST AMERICAN BANK					
REFUSE & RECYCLING 30		MERCHANT FEES	CREDIT CARD FEES - JULY 2024		761.60
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	MERCHANT FEES	CREDIT CARD FEES - JULY 2024		3,047.27
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	LOCK BOX FEES - JULY 2024		94.38
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LOCKBOX	LOCK BOX FEES - JULY 2024		377.52
			Vendor Total:		4,280.77
FIRST AMERICAN BANK					
IT FUND		SOFTWARE SUPPORT/LICENSING	ZOOM VIDEO COMMUNICATIONS		15.99
GENERAL FUND	POLICE	MISC CONTRACTUAL SERVICES	LEXIS NEXIS		200.00

Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	NEWS LETTER	CONSTANT CONTACT	58.00
			Vendor Total:	273.99
GALETON GLOVES				
GENERAL FUND	PUBLIC WORKS	SAFETY SUPPLIES & SERVICES	SAFETY GLOVES AND EYEWEAR	339.53
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY SUPPLIES & SERVICES	SAFETY GLOVES AND EYEWEAR	509.30
			Vendor Total:	848.83
GEWALT HAMILTON ASSOCIATES, INC				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	2024 MFT DESIGN	700.00
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GENERAL ENGINEERING & GIS DATA &	380.00
			Vendor Total:	1,080.00
GILLESPIE FORD				
GENERAL FUND	POLICE	VEHICLE SERVICE	ADVANCED TRAC & AWD FAULT SERVIC	835.89
			Vendor Total:	835.89
GRAINGER, INC.				
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	AIR RELIEF VALVE	141.49
			Vendor Total:	141.49
GRANITE TELECOMMUNICATIONS				
GENERAL FUND	POLICE	TELEPHONE	TELEPHONE - PD	274.84
			Vendor Total:	274.84
GREAT AMERICAN TIRE & AUTO				
GENERAL FUND	POLICE	VEHICLE SERVICE	#83 - OIL CHANGE & TIRES	89.49
			Vendor Total:	89.49
GROOT INDUSTRIES, INC				
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	103,562.86
REFUSE & RECYCLING 30		GROOT CONTRACT	YARD WASTE STICKERS	10,000.00
GENERAL FUND	ADMINISTRATION	OTHER PROFESSIONAL SERVICES	DOCUMENT SHREDDING	438.96
			Vendor Total:	114,001.82
HAWKINS, INC.				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMMINUM SULFATE	1,813.20
			Vendor Total:	1,813.20
HIGH STAR TRAFFIC				
GENERAL FUND	PUBLIC WORKS	STREET SIGNS	STREET SIGN REPLACEMENT	346.30
			Vendor Total:	346.30
HRdirect				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	STATE/FEDERAL POSTINGS - PW	94.99
			Vendor Total:	94.99
ILEAS				
GENERAL FUND	POLICE	MEMBERSHIP & PROGRAMS	ILEAS 2024 ANNUAL MEMBERSHIP DUE	120.00
			Vendor Total:	120.00
ILLINOIS PUBLIC RISK FUND				
LIABILITY INSURANCE 14	ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	SEPTEMBER 2024 WORKERS COMP	4,938.50
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	SEPTEMBER 2024 WORKERS COMP	1,763.75
REFUSE & RECYCLING 30		WORKERS COMPENSATION	SEPTEMBER 2024 WORKERS COMP	352.75
			Vendor Total:	7,055.00
ILLINOIS SECTION AWWA				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	TRAINING - PALKA & BEUCHER	400.00
			Vendor Total:	400.00
ILMO PRODUCTS COMPANY				
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	INTOXIMETER TANK DISPOSABLE	282.56
			Vendor Total:	282.56
IPBC				
GENERAL FUND	POLICE	HOSPITALIZATION	CREDIT FOR JULY 2024	(2,743.06)
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	INSURANCE CREDIT	(6.45)
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	INSURANCE CREDIT	(6.45)
GENERAL FUND	POLICE	HOSPITALIZATION	INSURANCE CREDIT	(6.45)
REFUSE & RECYCLING 30		HOSPITALIZATION	INSURANCE CREDIT	(6.45)
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	INSURANCE CREDIT	(6.44)
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	INSURANCE CREDIT	(6.44)
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	3,114.74
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	871.21

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	27,559.22
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	2,227.04
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	2,775.98
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - AUGUST 2	8,324.42
Vendor Total:				42,090.87
IVY CATANIA				
GENERAL FUND	ADMINISTRATION	COMMUNITY ACTIVITY	JUNIOR MISS LINDENHURST 2023	500.00
Vendor Total:				500.00
J.G. UNIFORMS, INC				
GENERAL FUND	POLICE	UNIFORMS	VEST COVER - WHITE	240.00
GENERAL FUND	POLICE	UNIFORMS	VEST COVER - JONES	180.00
GENERAL FUND	POLICE	UNIFORMS	VEST COVER - SENICA	180.00
Vendor Total:				600.00
JOHN FISHER				
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	INSURANCE PREMIUM OVERPAYMENT RE	11.96
Vendor Total:				11.96
KATARZYNA FORTUNA-GARCIA				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE REPLACEMENT - 212 CRC	200.00
Vendor Total:				200.00
LAKE COUNTY COLLECTOR				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	2023 PROPERTY TAXES	564.62
Vendor Total:				564.62
LAKE COUNTY TREASURER				
GENERAL FUND	PUBLIC WORKS	STREET SIGNS	STREET SIGNS	647.27
Vendor Total:				647.27
LAUTERBACH & AMEN, LLP				
GENERAL FUND	ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	POLICE PENSION - ACTUARIAL REPOF	3,100.00
Vendor Total:				3,100.00
LESTER'S MATERIAL SERVICE, INC.				
GENERAL FUND	PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	TOPSOIL STOCK	113.40
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	TOPSOIL STOCK	170.10
Vendor Total:				283.50
LINDENHURST SANITARY DISTRICT				
SANITARY DISTRICT		SANITARY DIST CONNECTION FEE	JULY 2024 - IN LIEU OF TAXES	48,664.40
Vendor Total:				48,664.40
MANHARD CONSULTING LTD				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LIBRARY	3,234.75
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	594.00
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	1,823.25
Vendor Total:				5,652.00
MCCLOUD AQUATICS				
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	ALGAE CONTROL - LAKE LINDEN, WAI	14,908.33
Vendor Total:				14,908.33
MENARD'S - ANTIOCH				
GENERAL FUND	BUILDING & GROUNDS	CONTINGENCIES	PR FLOAT	105.72
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S&W ADMIN CONTINGENCIES	PR FLOAT	105.72
UTILITY FUND 60	WATER	CONTINGENCY	PR FLOAT	105.72
UTILITY FUND 60	SEWER	CONTINGENCY	PR FLOAT	105.75
GENERAL FUND	PUBLIC WORKS	TOOLS	FRAMER REPL.	20.55
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	HOSE BIB REPAIR	44.45
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	VEHICLE WASH	47.90
GENERAL FUND	PUBLIC WORKS	CONTINGENCY	L-FEST	112.03
UTILITY FUND 60	SEWER	CONTINGENCY	L-FEST	112.03
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S&W ADMIN CONTINGENCIES	L-FEST	112.03
UTILITY FUND 60	SEWER	CONTINGENCY	L-FEST	112.03
UTILITY FUND 60	SEWER	EQUIPMENT REPAIRS & MAINTENANCE	FRONT GATE REPAIR	27.76
Vendor Total:				1,011.69
METROPOLITAN INDUSTRIES, INC.				
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	LIFT STATION UPGRADES & ENGINEERLS7	PUMP 2 REPLACEMENT	15,320.00
Vendor Total:				15,320.00

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description		Amount
MID AMERICAN WATER OF WAUCONDA					
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	B-BOX REPAIR PARTS STOCK		1,120.96
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	B-BOX SOCKETS		120.00
			Vendor Total:		1,240.96
MIDWEST OPERATING ENGINEERS					
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	SEPTEMBER 2024 PW INSURANCE		6,348.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	SEPTEMBER 2024 PW INSURANCE		9,522.00
			Vendor Total:		15,870.00
MOTOROLA SOLUTIONS, INC.					
GENERAL FUND	POLICE	MISC CONTRACTUAL SERVICES	M500 IN CAR VIDEO CAMERA WARRANT		345.00
			Vendor Total:		345.00
NEWS-SUN					
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	NEWSPAPER SUBSCRIPTION		116.43
			Vendor Total:		116.43
NICOR					
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR		45.33
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION		43.98
			Vendor Total:		89.31
NIPSTA, IL					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	TRAINING - PALKA & BEUCHER		550.00
			Vendor Total:		550.00
NORTH SHORE GAS					
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		88.45
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		38.23
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		74.91
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		38.82
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		38.23
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		38.28
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		18.41
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		216.37
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS		79.28
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	PD GAS		37.72
			Vendor Total:		668.70
PADDOCK PUBLICATIONS, INC					
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LIBRARY		59.80
			Vendor Total:		59.80
PAYNE & DOLAN, INC.					
MOTOR FUEL TAX 15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT		564.56
MOTOR FUEL TAX 15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT		538.07
			Vendor Total:		1,102.63
PAYROLL - EXPENSES					
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS		2,884.98
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS		180.31
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS		2,945.09
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS		0.72
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS		0.05
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS		0.74
			Vendor Total:		6,011.89
PAYROLL - GROSS PAYS					
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION		124.91
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION		6,291.07
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION		3,025.00
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		4,470.80
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION		3,002.22
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION		13,850.88
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION		1,704.00
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION		1,356.63
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION		2,605.71

Fund		Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,777.23
UTILITY FUND	60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	13,850.89
UTILITY FUND	60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	1,704.00
UTILITY FUND	60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	1,356.63
UTILITY FUND	60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,925.45
UTILITY FUND	60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	852.00
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	678.31
GENERAL FUND		PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	400.00
UTILITY FUND	60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	400.00
UTILITY FUND	60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	200.00
Vendor Total:					129,766.82
PAYROLL - PROCESSING FEES					
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	32.52
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	7.23
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	32.52
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	105.24
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	23.38
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	105.24
Vendor Total:					306.13
PPM INC					
GENERAL FUND		PUBLIC WORKS	CRACK SEALING	2024 ANNUAL CRACK SEALING	50,000.00
Vendor Total:					50,000.00
PRECISE MRM LLC					
GENERAL FUND		PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	96.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	64.00
GENERAL FUND		PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	96.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	64.00
Vendor Total:					320.00
RAY SCHRAMER & CO.					
COMMUNITY CAPITAL		ADMINISTRATION	GREEN/SUSTAINABILITY IMPROVEMENT	151 MAGNOLIA - UNDERDRAIN	2,295.60
Vendor Total:					2,295.60
RMUS LLC					
COMMUNITY CAPITAL		ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	IPD DRONE	9,809.20
Vendor Total:					9,809.20
RS AMERICAS INC.					
UTILITY FUND	60	SEWER	SYSTEM REPAIRS & MAINTENANCE	UV BANK REPAIR	46.92
Vendor Total:					46.92
RUSH POWER SYSTEMS, LLC					
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	LS-9 GEN SET REPAIR	1,603.94
Vendor Total:					1,603.94
RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND		PUBLIC WORKS	TOOLS	POLE PRUNER REPL.	661.97
GENERAL FUND		PUBLIC WORKS	TOOLS	TOOL REPL. & RESTROS	99.97
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	TOOL REPL. & RESTROS	172.37
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	TOOL REPL. & RESTROS	258.56
GENERAL FUND		PUBLIC WORKS	TOOLS	CREDIT FROM OVERPAYMENT CHECK #6	(270.00)
Vendor Total:					922.87
SECRETARY OF STATE					
GENERAL FUND		POLICE	VEHICLE SERVICE	TITLE & PLATES FOR DURANGO	316.00
Vendor Total:					316.00
SEILER INSTRUMENT & MFG. CO., INC.					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	SOFTWARE SUPPORT/LICENSING	ANNUAL CATALYST 60	460.00
Vendor Total:					460.00
SIGN A RAMA GRAYSLAKE					
GENERAL FUND		POLICE	PRINTING & PUBLICATION	PD SIGN	230.50
Vendor Total:					230.50
SOLENIS					
UTILITY FUND	60	SEWER	FACILITY CHEMICALS	POLYMER	5,610.50
Vendor Total:					5,610.50
SONDAY SERVICES					

VILLAGE OF LINDENHURST Treasurer's Report
 EXP CHECK RUN DATES 07/23/2024 - 08/12/2024
 BOTH JOURNALIZED AND UNJOURNALIZED

Fund		Department	Line Item	Item Description	Amount
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	LS4 - FORCE MAIN REPAIR	10,250.50
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	2103 SPRUCEWOOD WATER MAIN REPAI	10,715.00
Vendor Total:					20,965.50
SUBURBAN LABORATORIES, INC					
UTILITY FUND	60	SEWER	LAB SERVICE	503 TESTING	475.00
Vendor Total:					475.00
SUN LAKE MATERIALS, INC.					
GENERAL FUND		PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	GRAVEL	731.71
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	GRAVEL	1,097.56
Vendor Total:					1,829.27
TESKA ASSOCIATES, INC					
GRAND AVENUE TIF FUND		ADMINISTRATION	OTHER PROFESSIONAL SERVICES	GRAND AVENUE TIF	1,430.00
Vendor Total:					1,430.00
ULINE					
UTILITY FUND	60	WATER	REPAIRS & MAINTENANCE	BULLARD REPL RESERVOIR	60.58
Vendor Total:					60.58
ULTRA STROBE COMMUNICATIONS					
COMMUNITY CAPITAL		ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	IN SQUAD VIDEO CAMERA REPLACEMENT	550.00
Vendor Total:					550.00
USA BLUEBOOK					
UTILITY FUND	60	SEWER	OPERATING SUPPLIES	SAMPLE DIPPER	138.54
Vendor Total:					138.54
USIC LOCATING SERVICES, INC					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATING	LOCATING SERVICES JULY 2024	5,988.32
Vendor Total:					5,988.32
VERIZON WIRELESS					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	PW INTERNET, CELL PHONES & TABLE	446.07
GENERAL FUND		POLICE	TELEPHONE	PD CELL PHONES	169.24
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	LS6 JUNE/JULY PHONE	20.44
Vendor Total:					635.75
WEX BANK					
GENERAL FUND		POLICE	GAS & OIL	PD FUEL	3,936.66
GENERAL FUND		PUBLIC WORKS	FUEL & OIL	PW FUEL	646.53
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW FUEL	1,508.56
Vendor Total:					6,091.75
YELLOWSTONE LANDSCAPE INC					
UTILITY FUND	60	SEWER	LANDSCAPING CONTRACT	JULY 2024 MOWING	2,613.09
UTILITY FUND	60	WATER	LANDSCAPING CONTRACT	JULY 2024 MOWING	559.50
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	JULY 2024 MOWING	3,991.28
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	JULY 2024 MOWING	4,939.00
Vendor Total:					12,102.87
Grand Total:					714,473.56

Fund Totals:	
GENERAL FUND 01	232,145.20
I.M.R.F./F.I.C.A. FUND 06	2,885.70
IT FUND 11	18,300.58
LIABILITY INSURANCE FUND 14	4,938.50
MOTOR FUEL TAX FUND 15	1,102.63
COMMUNITY CAPITAL FUND 21	13,354.80
MISCELLANEOUS ESCROW FUND 24	6,768.05
REFUSE & RECYCLING FUND 30	119,815.13
ECONOMIC DEVELOPMENT FUND 40	2,375.00
GRAND AVENUE TIF FUND 41	1,430.00
VEHICLE REPLACEMENT FUND 50	36,961.03
UTILITY FUND 60	210,412.54
WATER/SEWER CAPITAL FUND 61	15,320.00
SANITARY DISTRICT FUND 89	48,664.40
Total For All Funds:	\$714,473.56



Village of Lindenhurst Strategic Priority Dashboard

Mission Statement

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

Vision Statement

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

Core Principles

Vision Embracing innovative solutions for a better future.

Accountability Demonstrating transparency through ethical, efficient government.

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

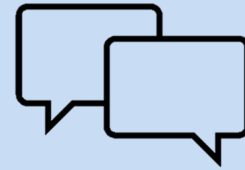
Unity Connecting people through collaborative engagement.

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



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

Strategic Areas:



Community Branding
& Engagement

Capital Infrastructure Planning
& Improvements



Business Recruitment
& Retention

Responsible Growth
& Development

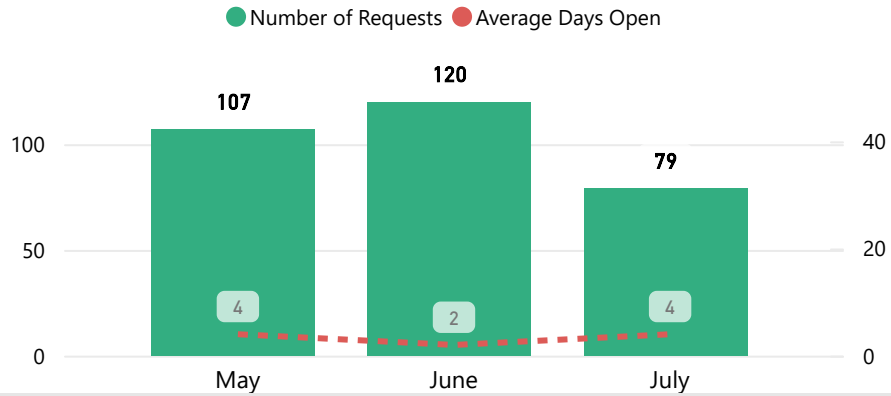


Innovative Planning
& Practices

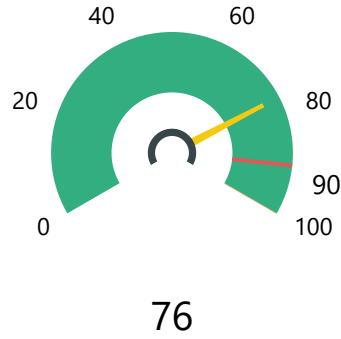
Community Branding & Engagement



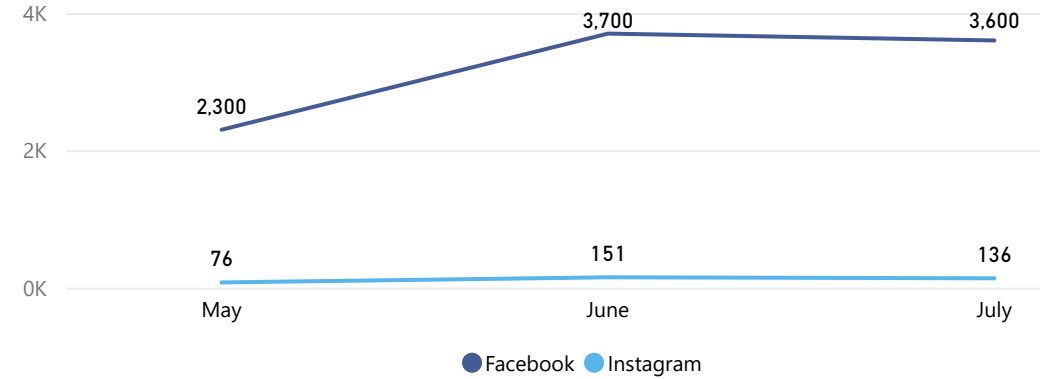
Monthly Service Request Totals



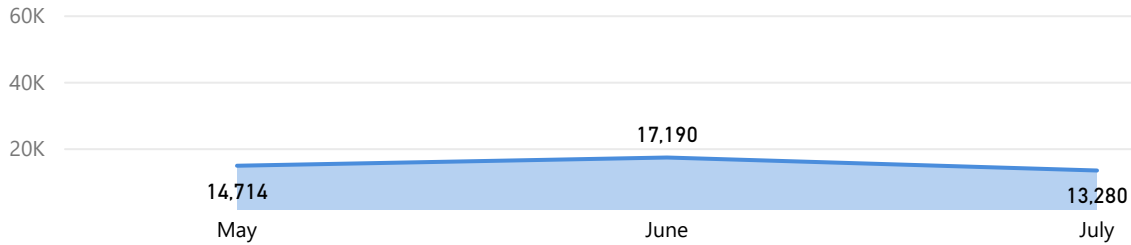
July Request Resolution



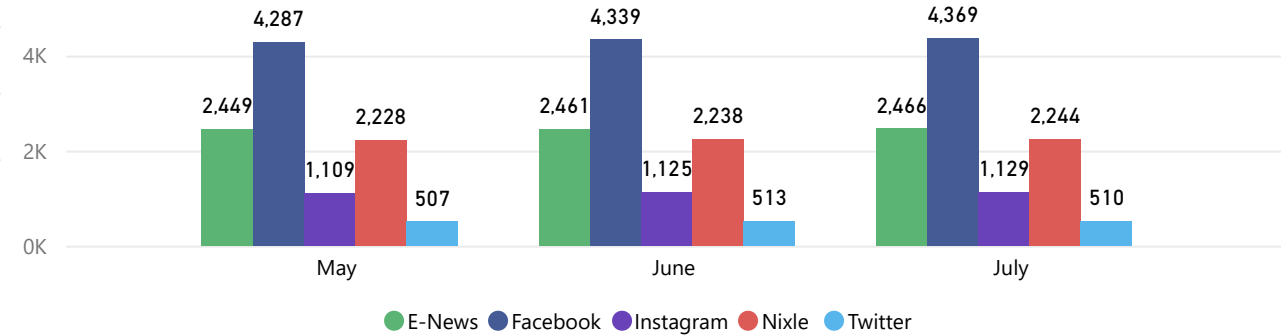
Social Media Platform Profile Visits



Village Website Monthly Views



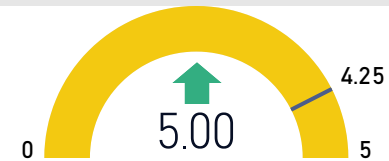
Village Media Platform Followers



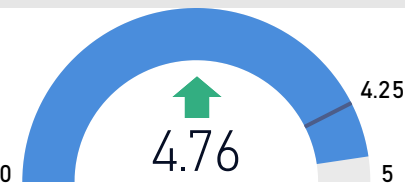
July- Top 5 Website Pages

Page Name	Number of Views
Press Release- Grand Avenue Fatality	335
Pay my Bill	298
Press Release- Ace Hardware Opening	240
Employment Opportunities	199
Village Photo Contest	131

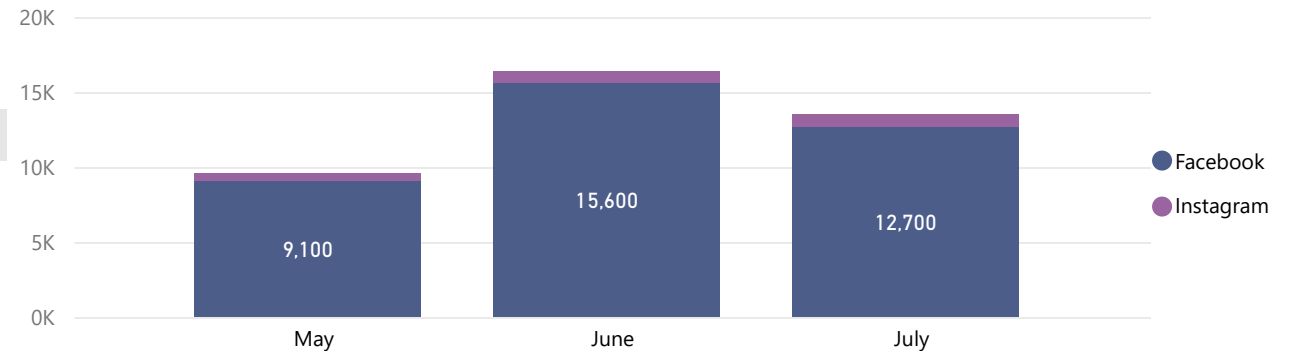
July- Customer Satisfaction



FYTD Customer Satisfaction



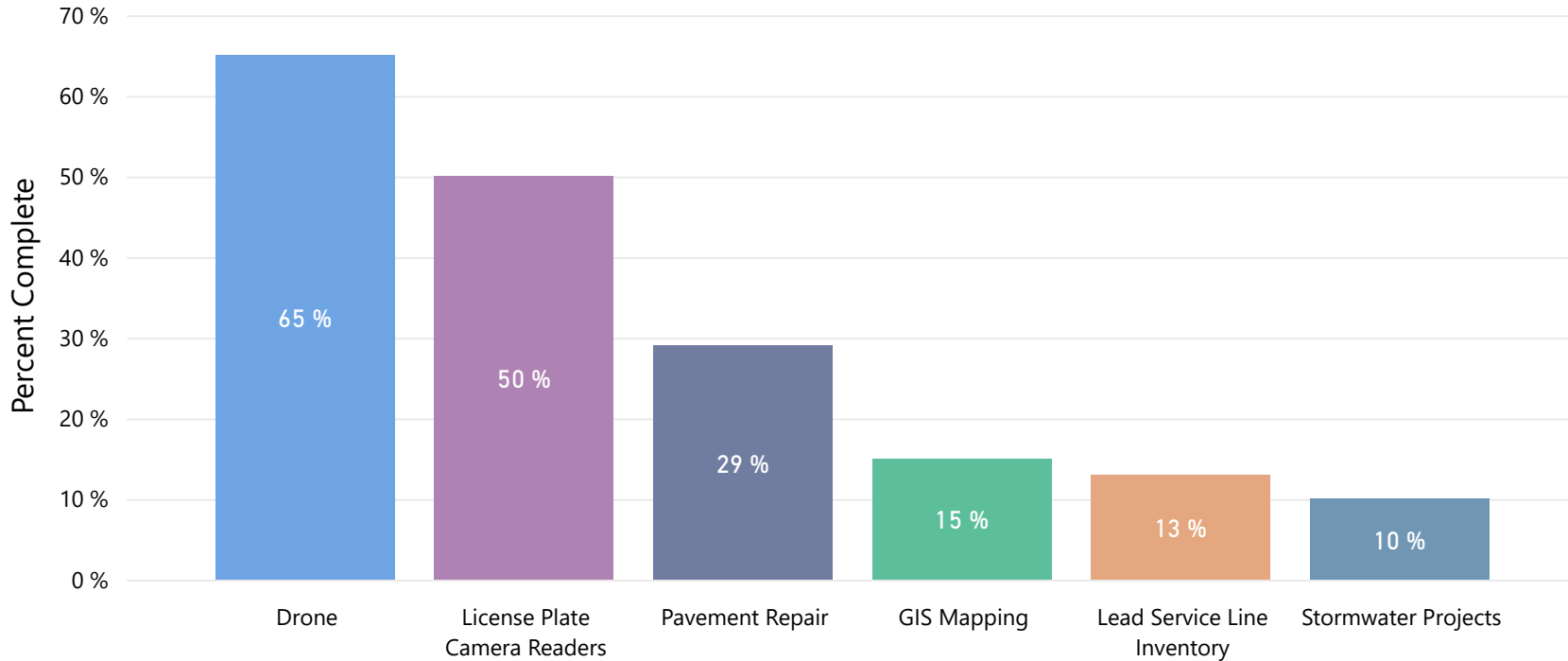
Social Media Post Reach



Capital Infrastructure Planning & Improvements

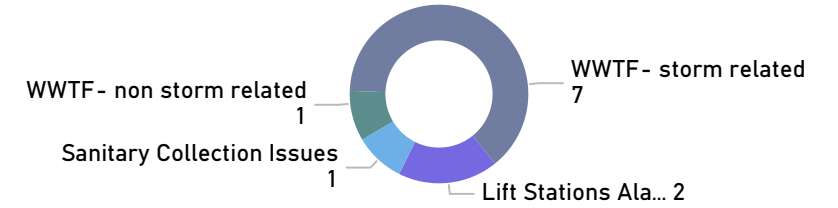


On-going Capital Projects

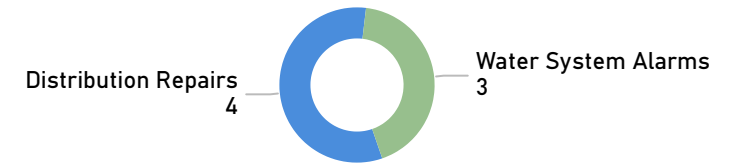


PROJECT	DESCRIPTION OF PROJECT
Stormwater Projects	Address storm water complaints through installation of piping, ditching or underdrains.
GIS Mapping	Catalog GIS IDs for valves, hydrants, B-boxes, and sanitary manholes
License Plate Camera Readers	Executed the agreement; County permits have been approved, State permits awaiting approval, implementation is ongoing.
Lead Service Line Inventory	Inspection and cataloging of unknown water service lines.
Drone	Ongoing. Drone purchased. Two officers have been certified through FAA (pilot's license).
Pavement Repair	Removing and replacing deteriorated sections of pavement.

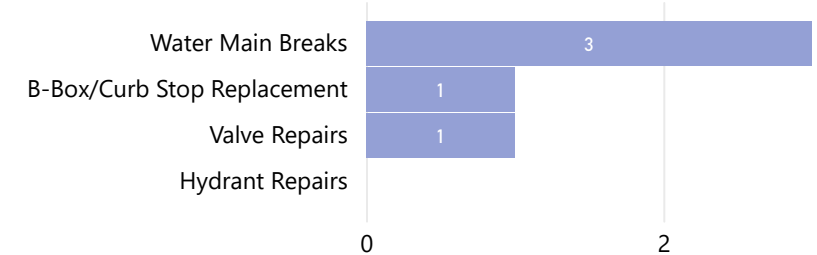
July- After hour call outs: Sewer



July- After hour call outs: Water



Distribution Repairs



Location	Type of Repair
Replaced Bolts on Valve	2103 Sprucewood Dr
Replaced B-Box	473 Nuthatch Way
Replaced 5 foot section of Water Main	2212 Valley Dr
Repaired Water Main Break	1911 Hazelwood Dr
Repaired Water Main Break	220 Valley Dr

Business Recruitment & Retention



Lindenhurst Economic Assistance Program (LEAP)
Dollars Awarded

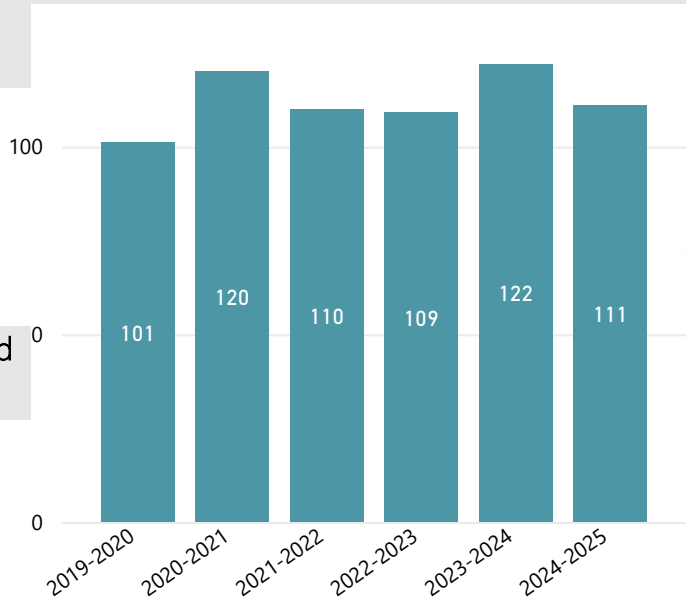
\$279,713.19

Dollars Awarded

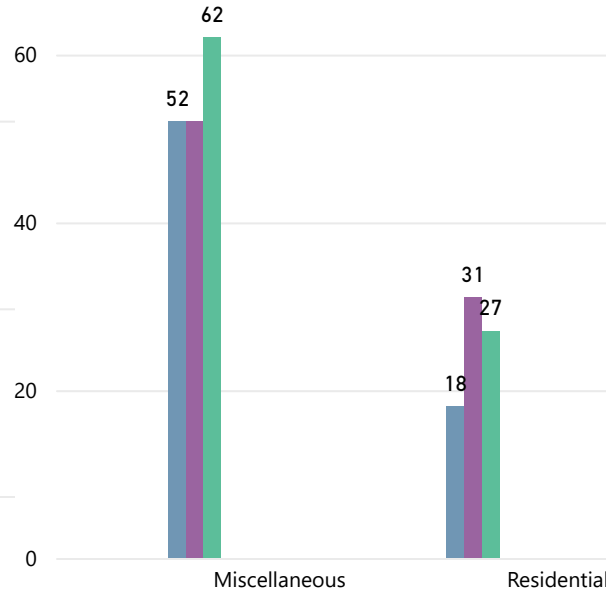
Number of Businesses Awarded for LEAP Funds

12

Annual Business License Renewals



Monthly Building Permit Information



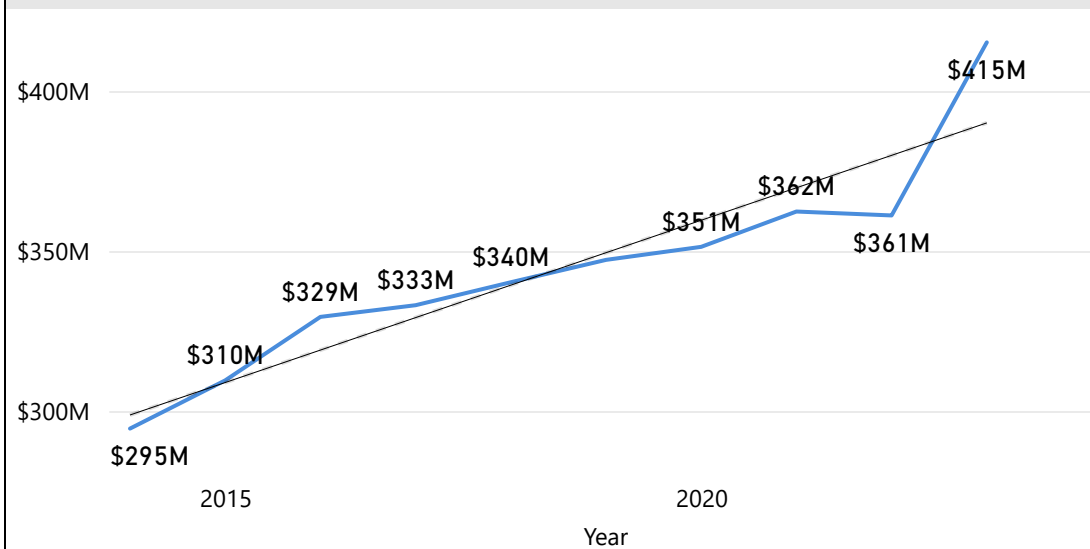
Month

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

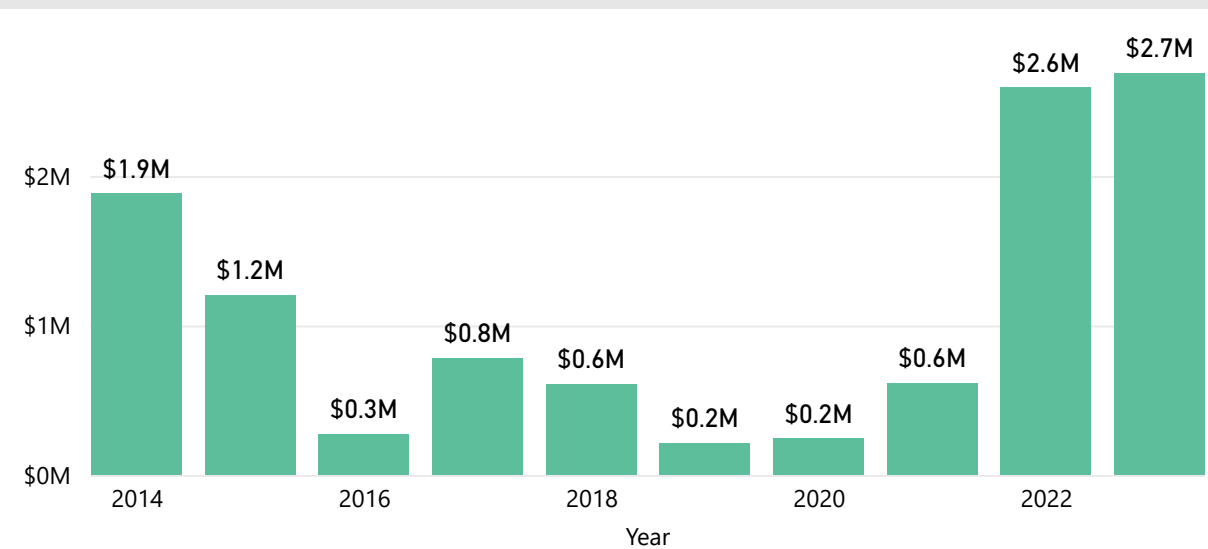
Fiscal Year

- 2020
- 2021
- 2022
- 2023
- 2024
- 2025

Lindenhurst Taxable Equalized Assessed Value (EAV)



New Property EAV



EAV Filter

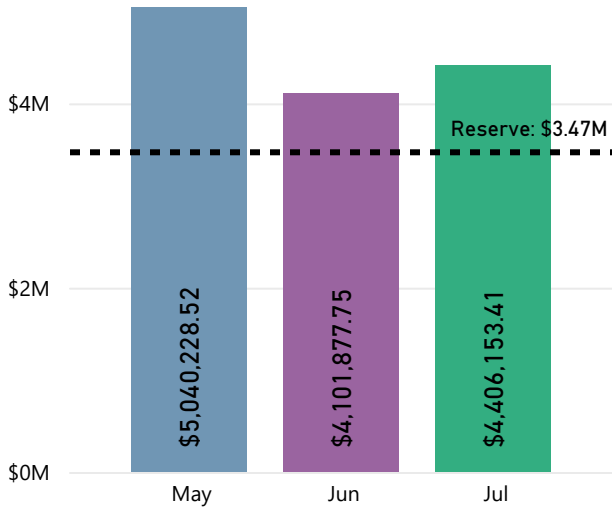
Year

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

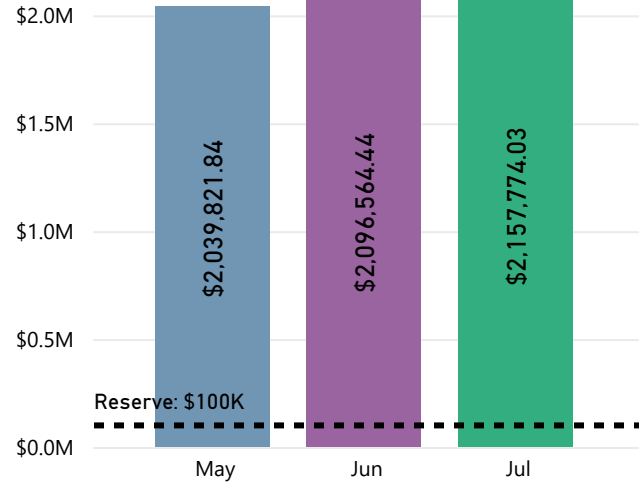
Responsible Growth & Development



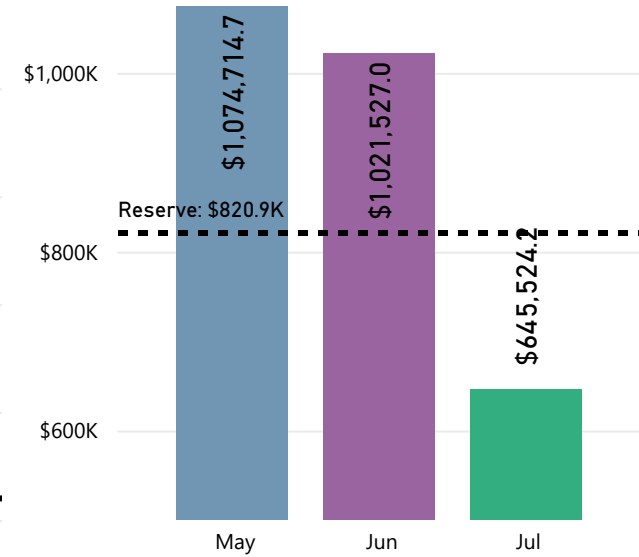
General Fund Cash Balance



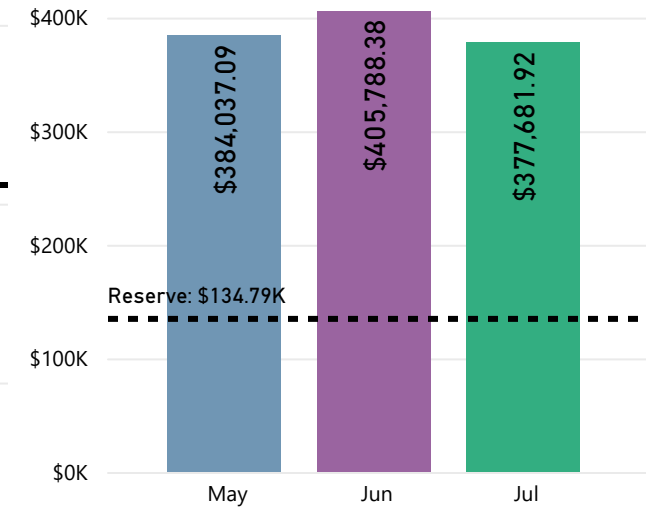
Motor Fuel Tax Cash Balance



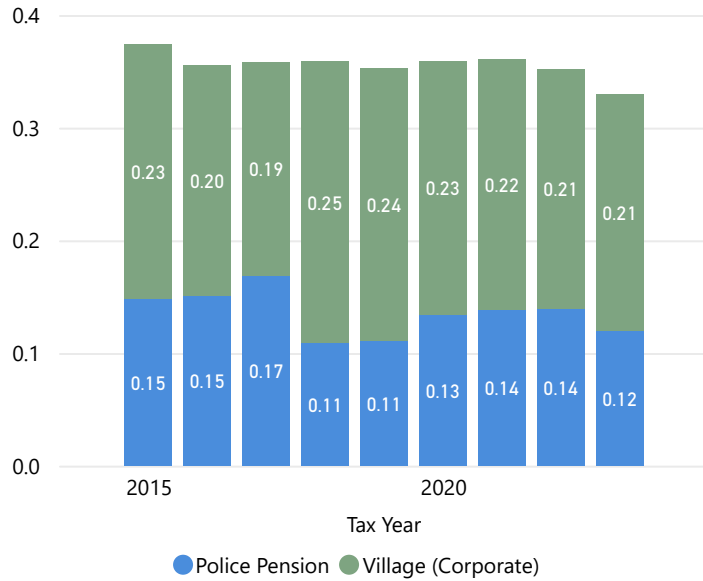
Water/Sewer Fund Cash Balance



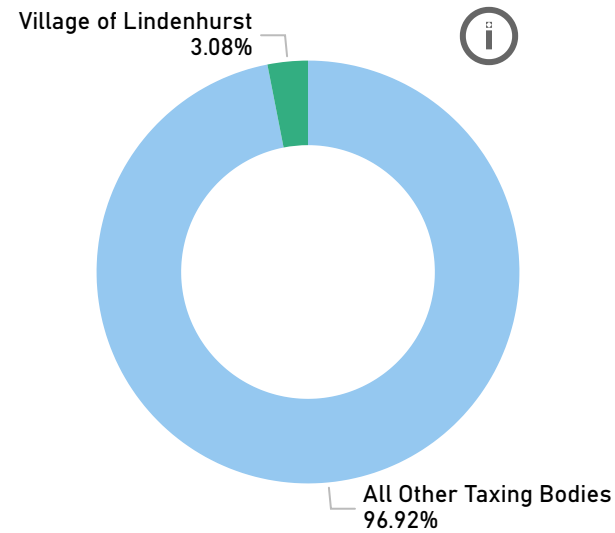
Garbage Fund Cash Balance



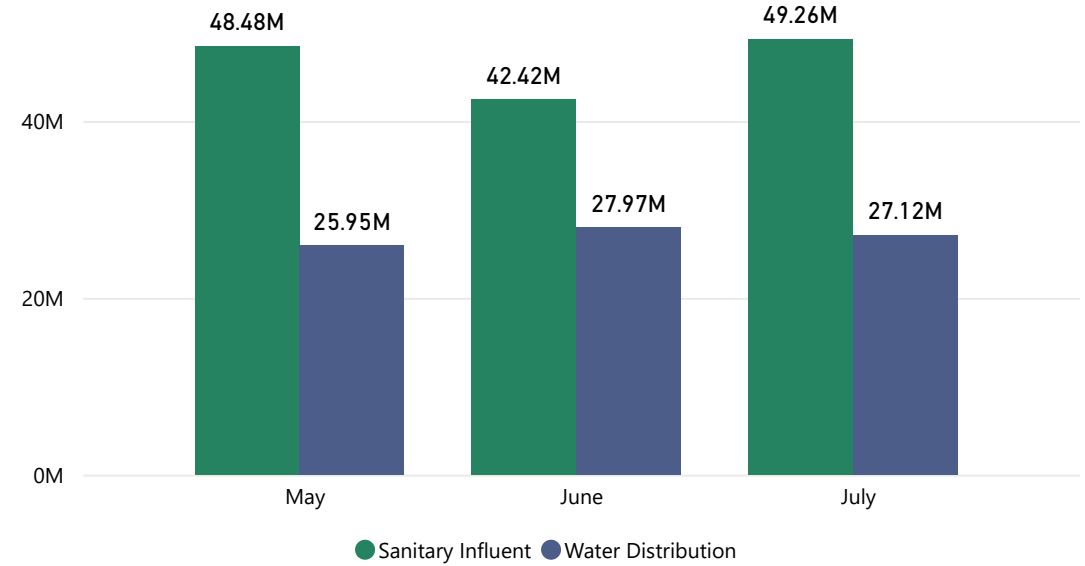
Annual Village Property Tax Rate



Percentage of Total Property Tax Bill



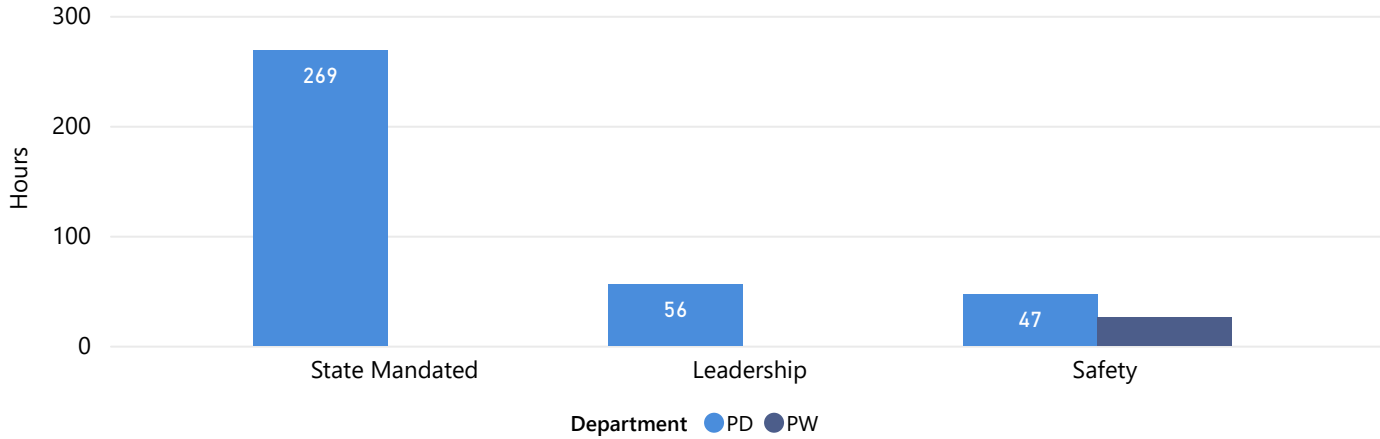
Water Distribution and Sewage Treatment Quantities



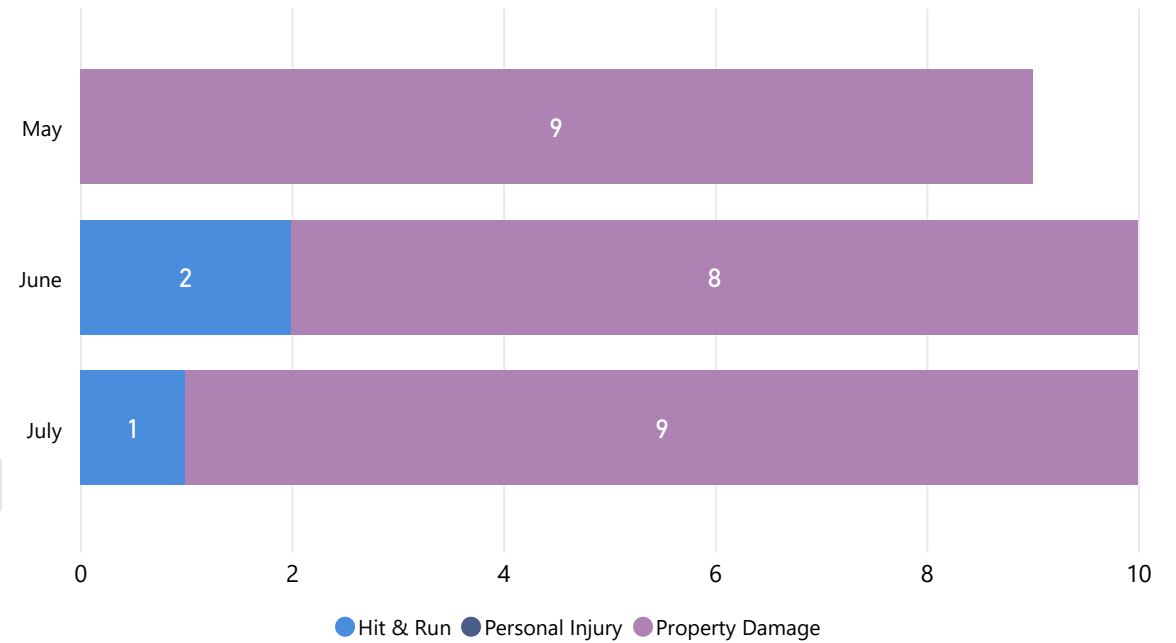
Innovative Planning & Practices



Organizational Training (Fiscal Year Total)



Traffic Accident Data by Month



Public Works Training Hours Per Employee

2.17

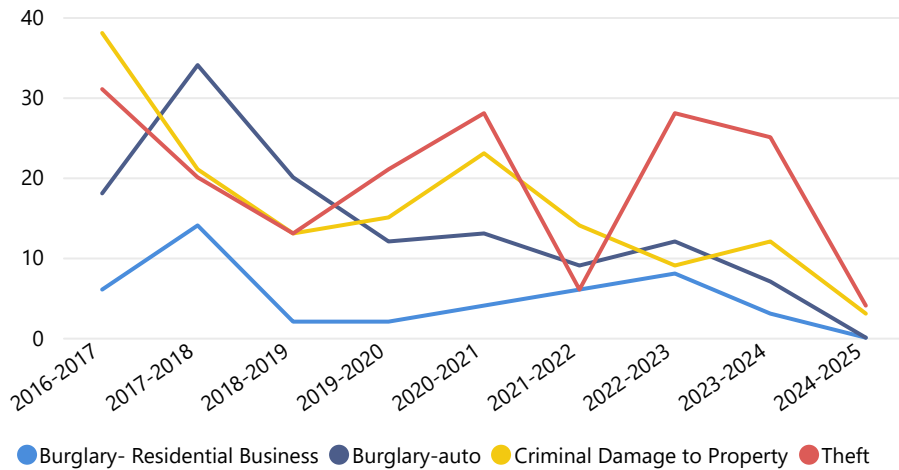
Public Works

Police Department Training Hours Per Employee

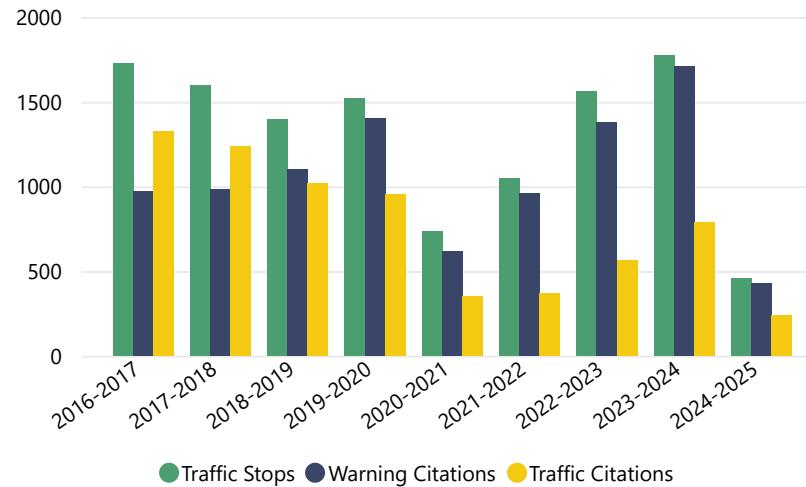
30.96

Police Department

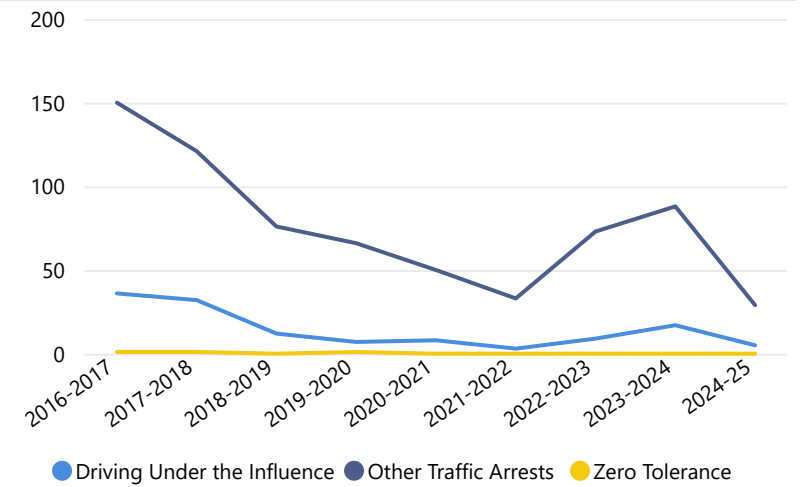
Criminal Offenses (Property)



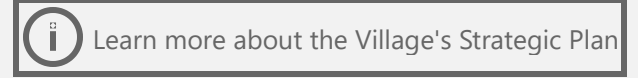
Traffic Enforcement



Traffic Enforcement Arrests



Measuring Strategic Plan



Community Branding & Engagement

Goal	% Complete	Notes
Enhance communication & engagement between Village & community	<div style="width: 85%;"></div>	85 Second Community Survey complete and results posted to web
Work to engage stakeholders to create a community brand & defined identity for Village	<div style="width: 90%;"></div>	90 Update Communication Plan adopted; Redeveloped website launched (6/28), E-News Launched (6/15), New Newsletter launched January 2024

Capital Infrastructure Planning & Improvements

Goal	% Complete	Notes
Implement a long term Capital Improvement Plan focused on proactive infrastructure repairs & sustainability	<div style="width: 90%;"></div>	90
Explore possibilities & workable approaches to mitigate flooding issues	<div style="width: 80%;"></div>	80 Pre-awarded grant with LCFPD for Rose Tree Lane Outfall Project
Prioritize current stormwater needs & develop plan to fund and implement stormwater projects	<div style="width: 95%;"></div>	95 Projects prioritized and list is funded partially annually

Business Recruitment & Retention

Goal	% Complete	Notes
Explore the possibility of implementing a TIF district to help with redeveloping Linden Plaza/ Grand Commercial corridor	<div style="width: 100%;"></div>	100 TIF Adopted 5/9/22
Identify and explore business attraction strategies	<div style="width: 90%;"></div>	90 Economic Development Specialist has developed Goals and Action Plan
Execute identified business attraction strategies	<div style="width: 85%;"></div>	85 Second Lindenhurst Business Meeting conducted, Social Media webinar for small businesses scheduled
Develop and implement a redevelopment plan for Linden Plaza and Grand Avenue commercial corridor	<div style="width: 82%;"></div>	82 Consultant engaged to work on land use and streetscape project for Grand Avenue

Responsible Growth & Development

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

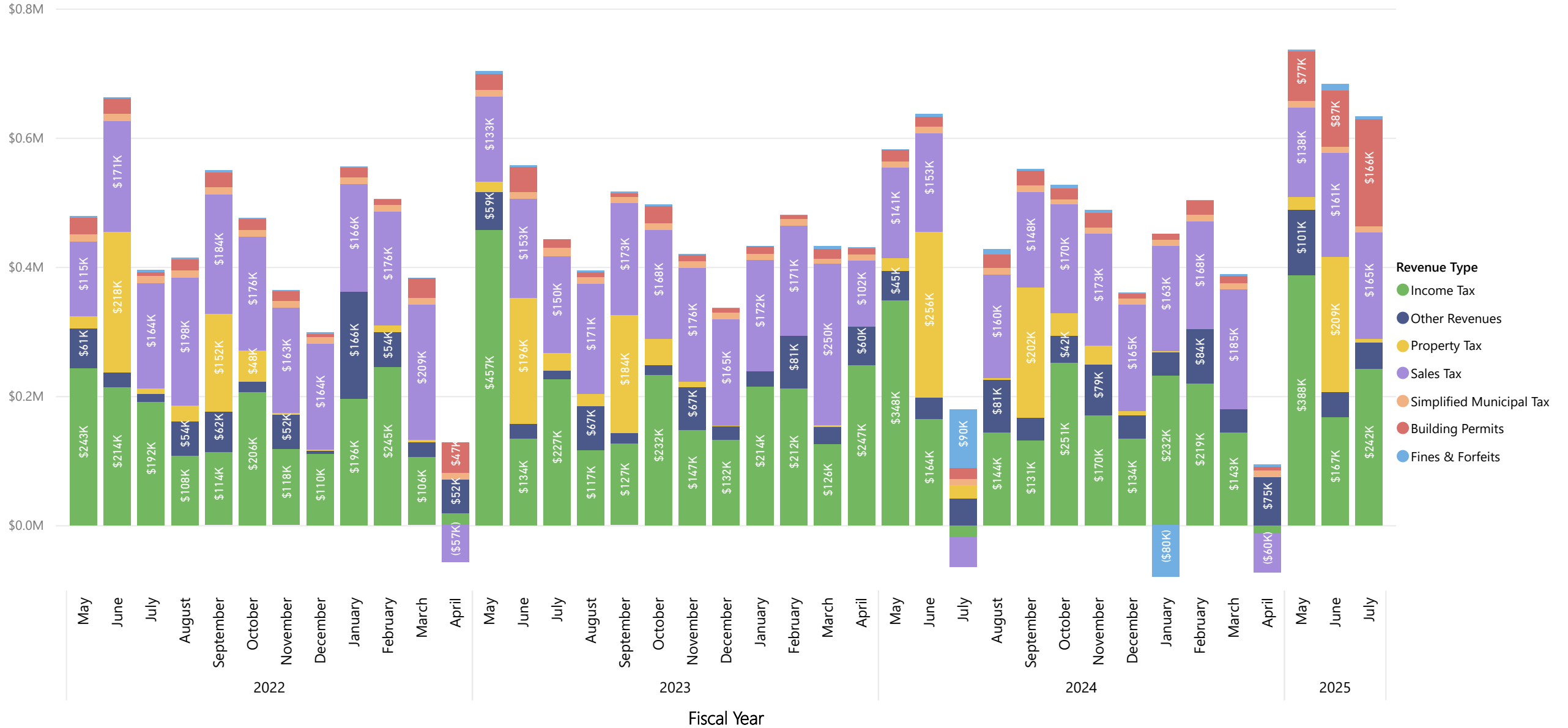
Innovative Planning & Practices

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

Village of Lindenhurst Financial Tracking and Detail Report



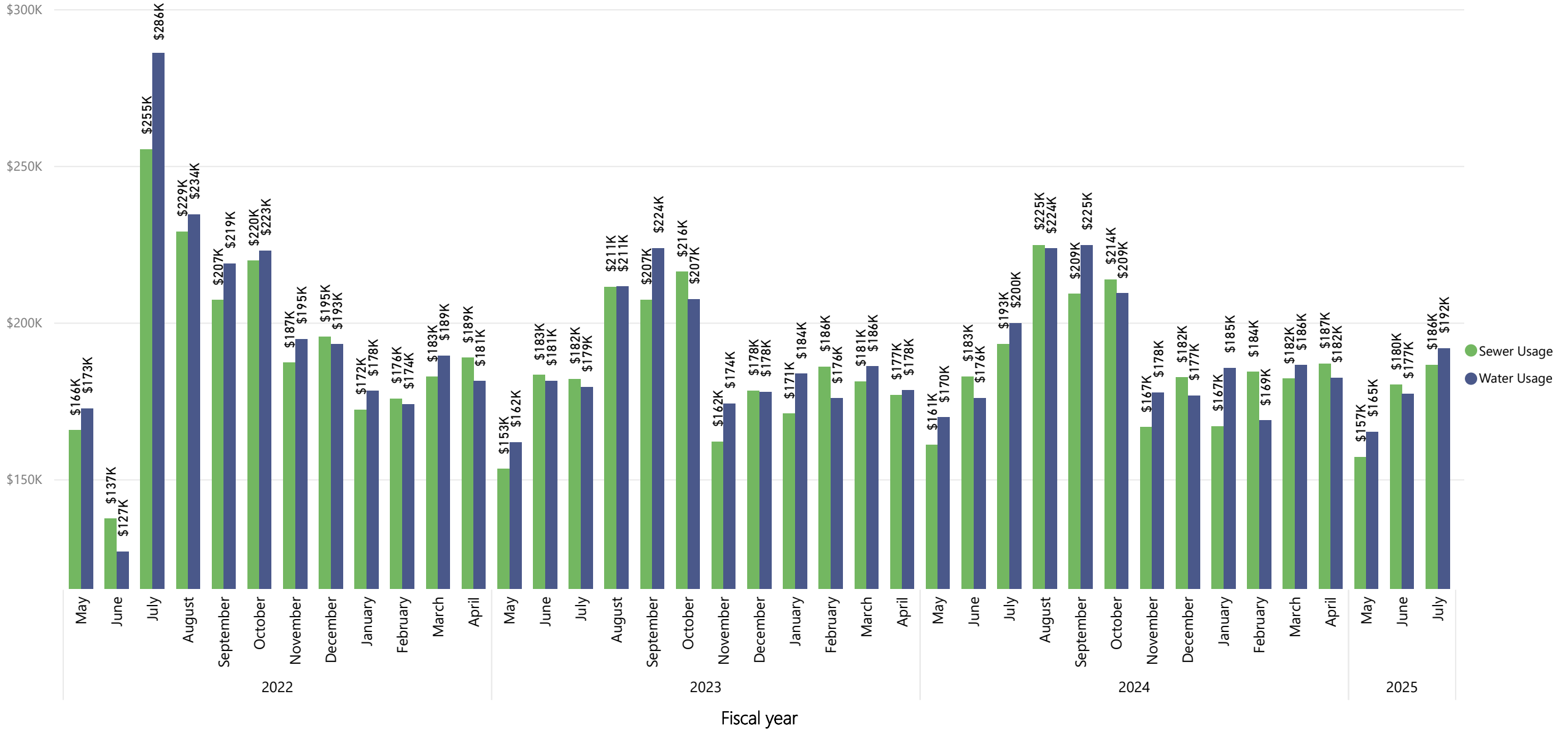
Annual General Fund Revenues by Type



Village of Lindenhurst Financial Tracking and Detail Report

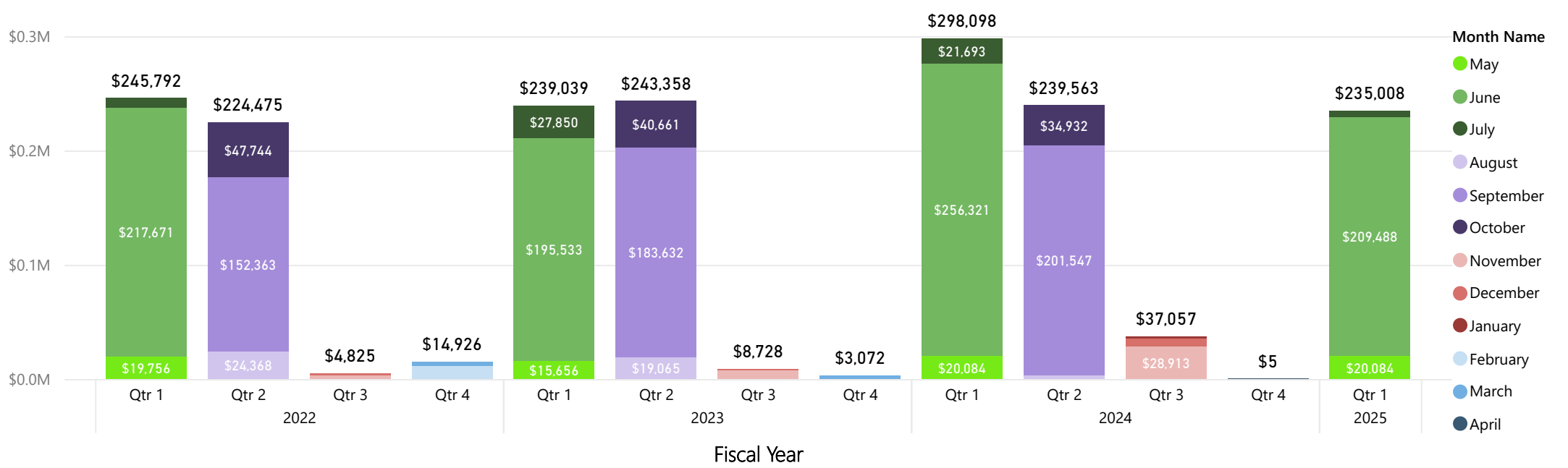


Annual Water and Sewer Receipts

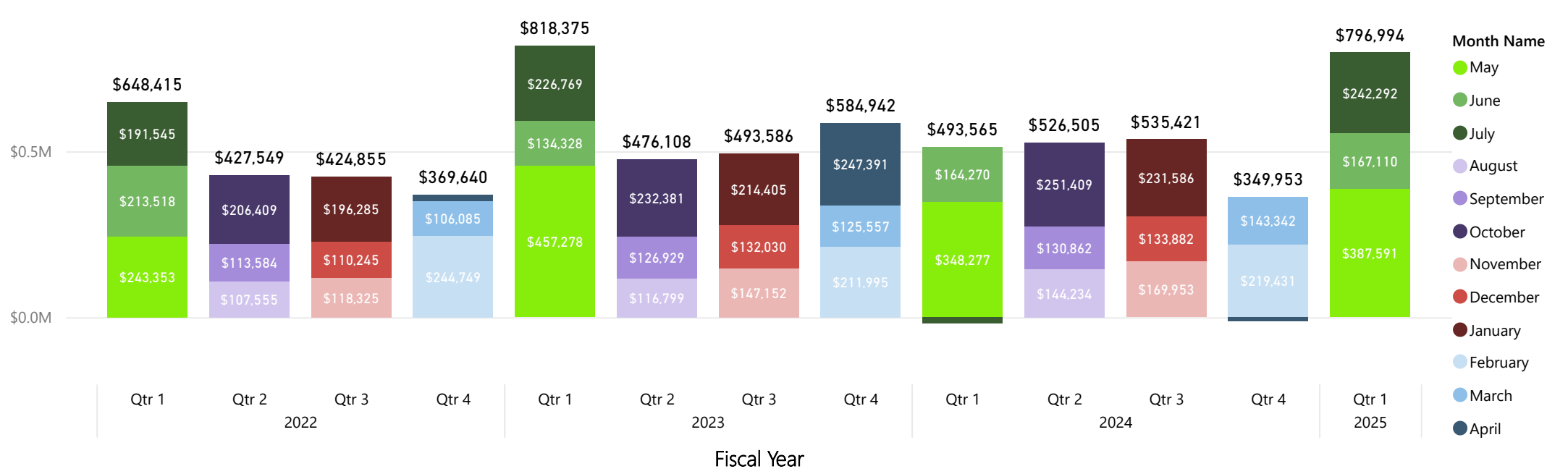


General Fund
Individual
Revenue
Sources

Property Tax Receipts by Month

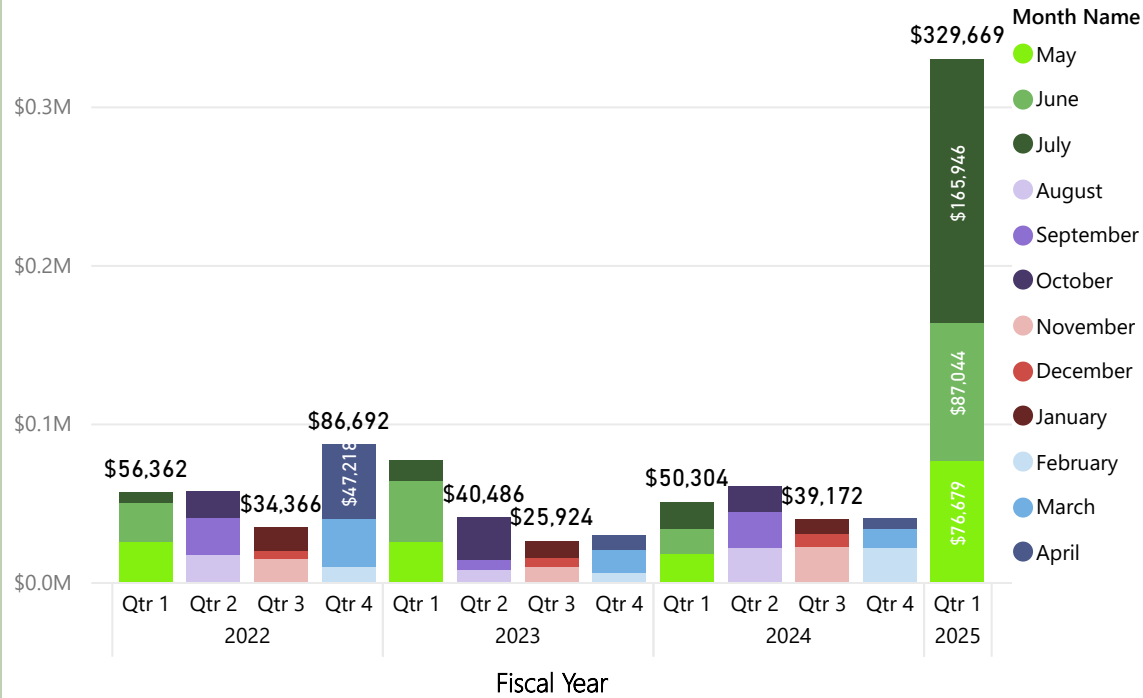


Income Tax Receipts by Month

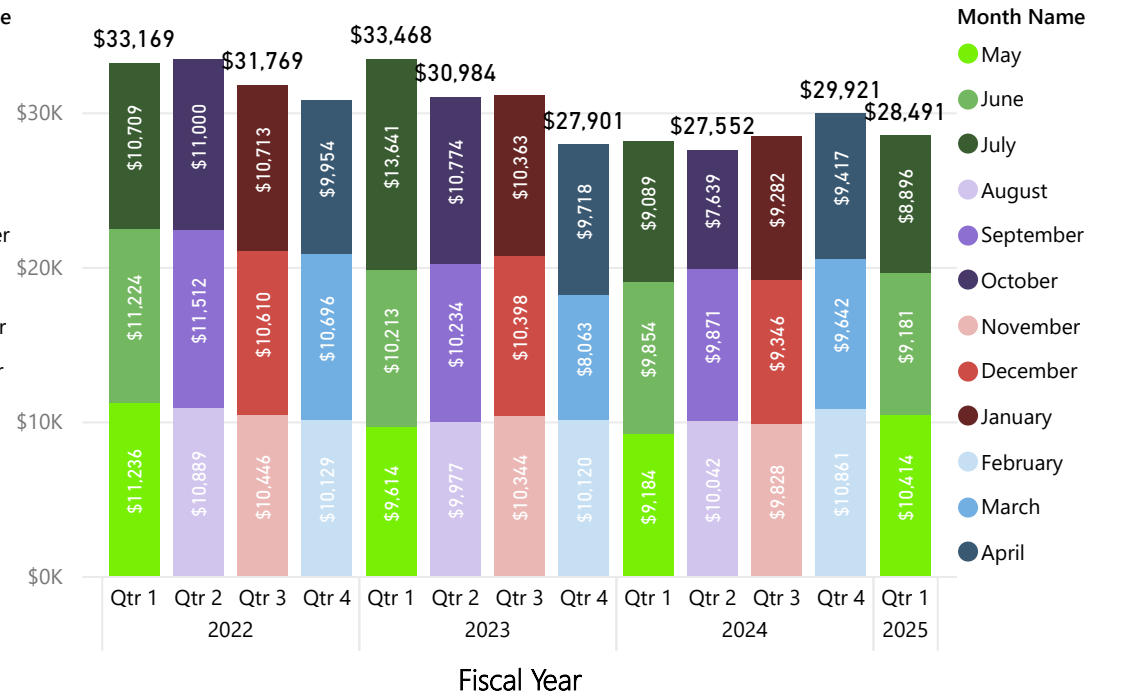


General Fund Individual Revenue Sources

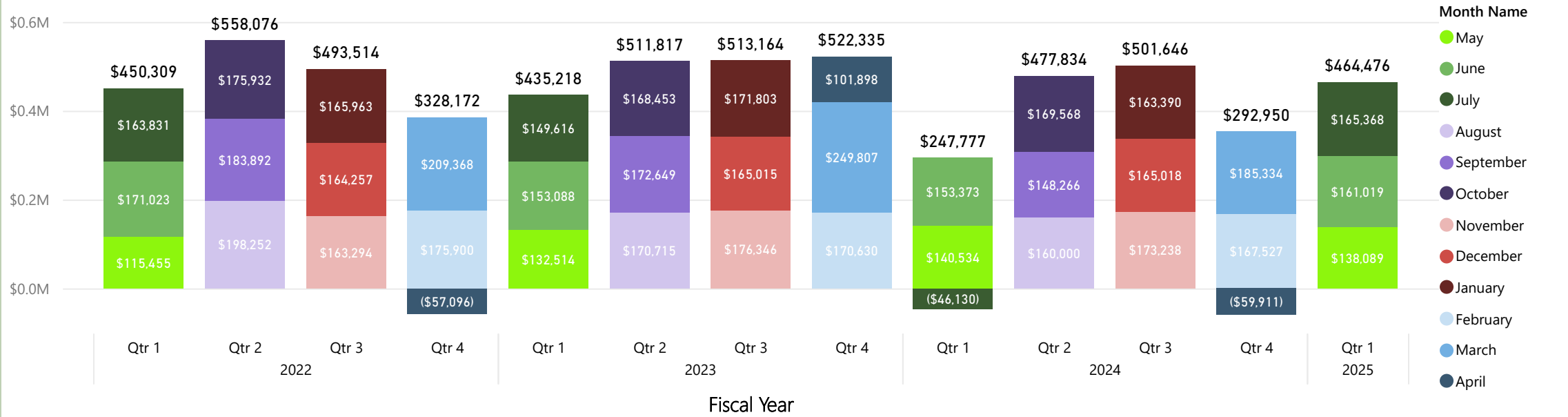
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

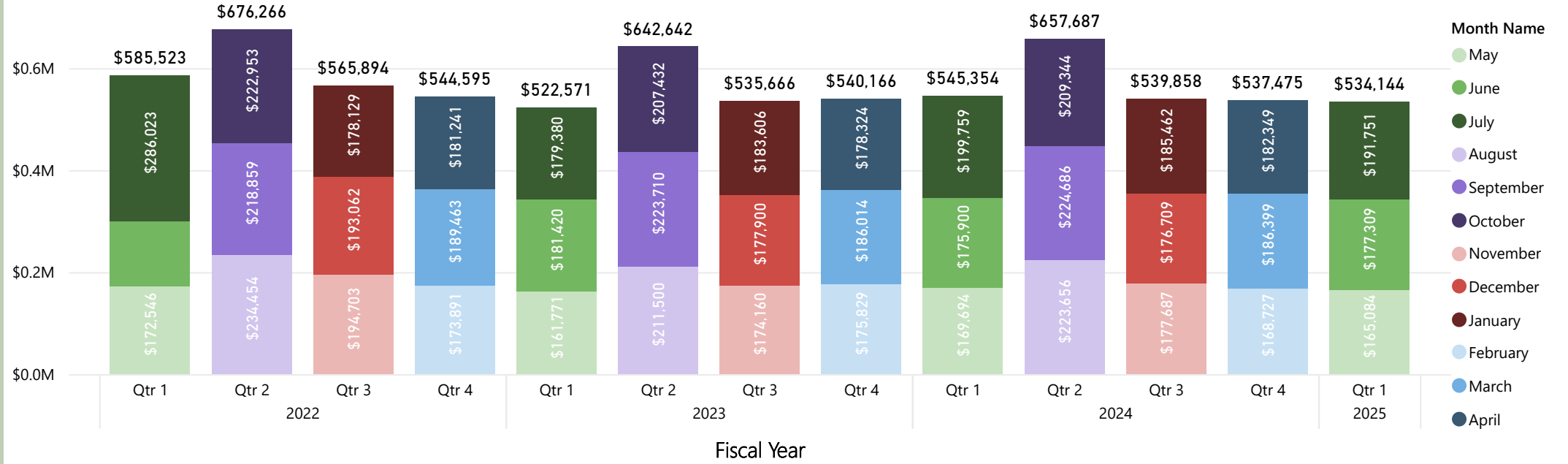


Sales Tax Receipts by Month

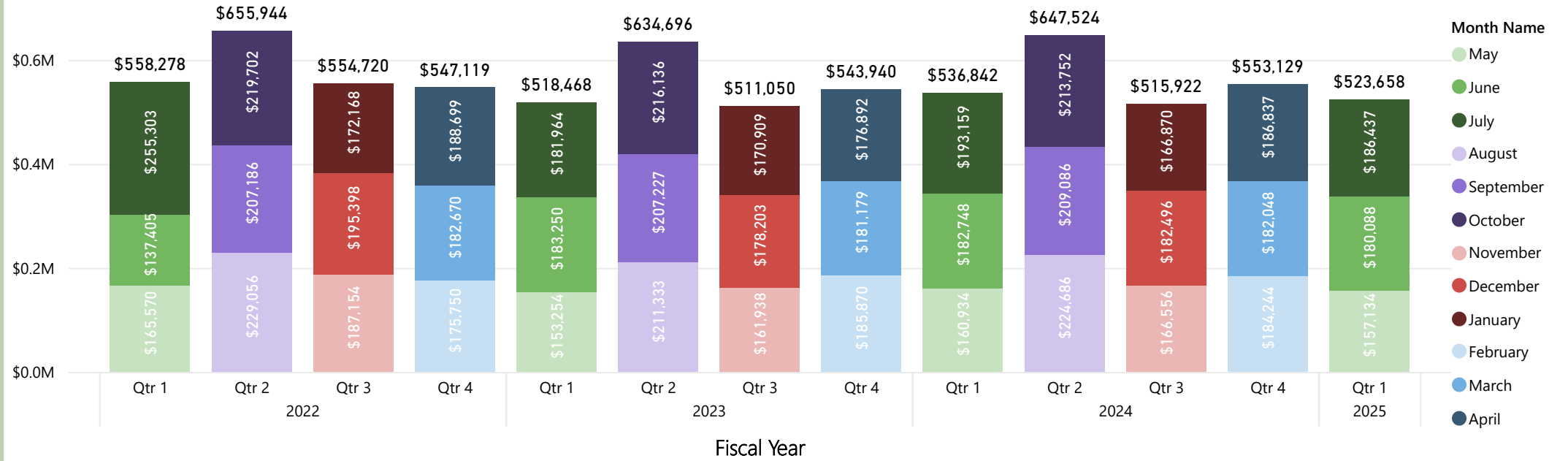


Water/ Sewer Revenues by Month

Water Usage Revenues by Month



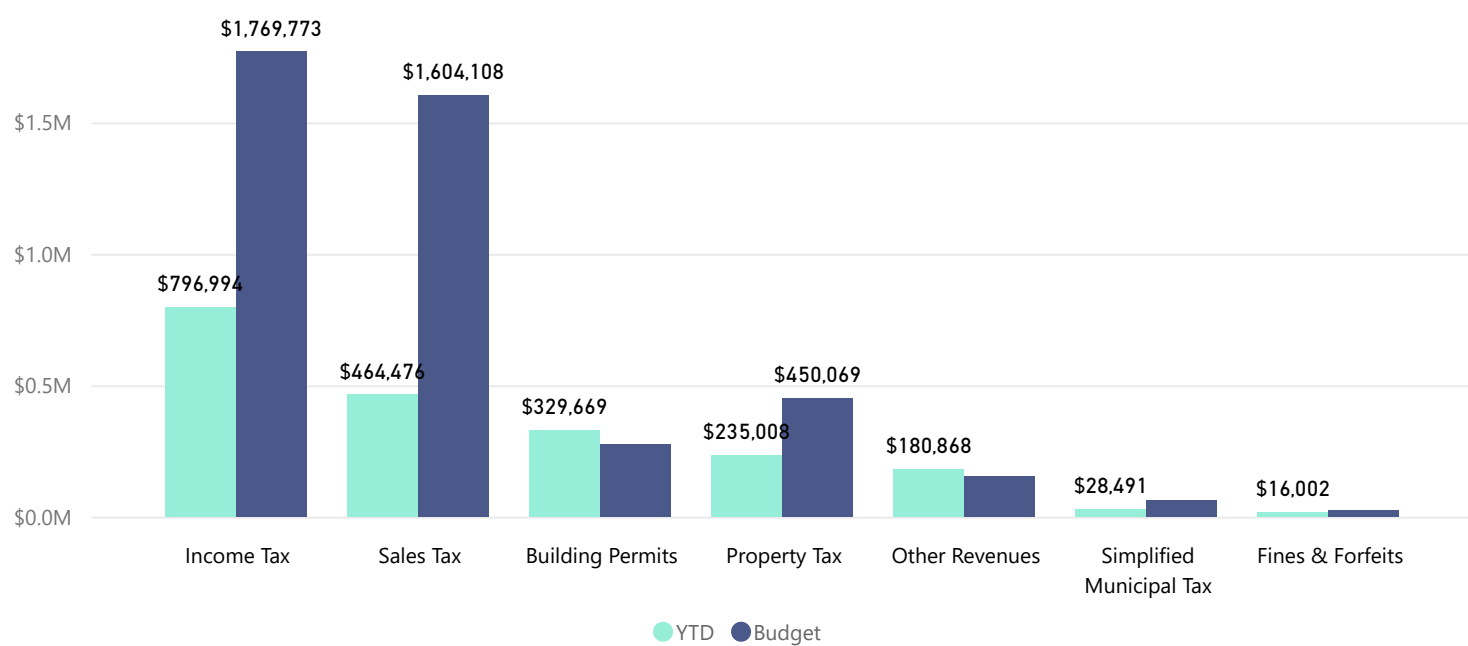
Sewer Usage Revenue by Month



General Fund Historical Revenues

FY	Month Name	Property Tax	Sales Tax	Income Tax	Fines & Forfeits	Building Permits	Simplified Municipal Tax	Other Revenues
2025	May	\$20,084	\$138,089	\$387,591	\$2,247	\$76,679	\$10,414	\$100,921
2025	June	\$209,488	\$161,019	\$167,110	\$9,824	\$87,044	\$9,181	\$39,088
2025	July	\$5,436	\$165,368	\$242,292	\$3,931	\$165,946	\$8,896	\$40,859

Actual Fiscal Year 25 Revenue Compared to Budget

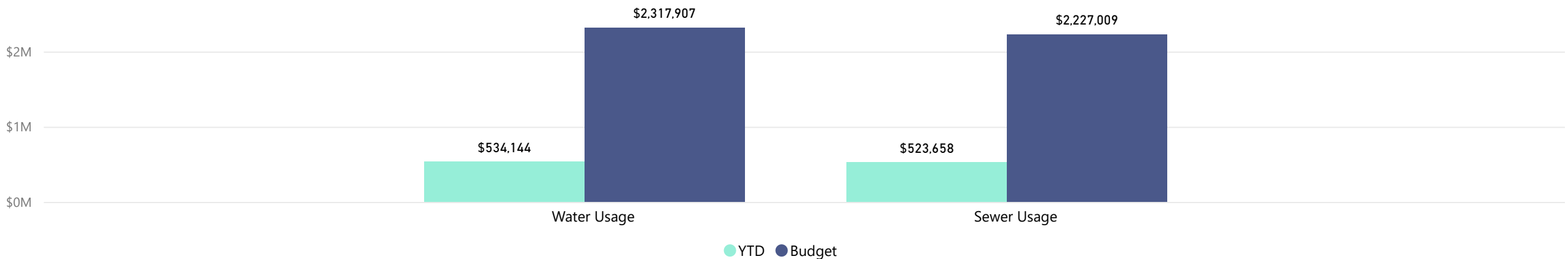


Revenues	YTD	Budget	% of Budget
Building Permits	\$329,669	\$277,276	118.90 %
Fines & Forfeits	\$16,002	\$24,225	66.05 %
Income Tax	\$796,994	\$1,769,773	45.03 %
Other Revenues	\$180,868	\$153,660	117.71 %
Property Tax	\$235,008	\$450,069	52.22 %
Sales Tax	\$464,476	\$1,604,108	28.96 %
Simplified Municipal Tax	\$28,491	\$63,856	44.62 %

Water/ Sewer fund Historical Revenues

FY	Month Name	Water Usage	Sewer Usage
2025	May	\$165,084	\$157,134
2025	June	\$177,309	\$180,088
2025	July	\$191,751	\$186,437

Actual FY25 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$523,658	\$2,227,009	24 %
Water Usage	\$534,144	\$2,317,907	23 %



MEMORANDUM

DATE: August 9, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for August 12, 2024**

New Business

A. Ordinance 24-8-2298: Approving an Amendment to a Special Use Permit and Site, Landscaping, Architectural Plans, and Variations from Accessory Structure Requirements for the Development of the Library Outdoor Space Improvements at 140 N. Munn Road

On Wednesday, August 7, the Plan Commission conducted a public hearing regarding the Lake Villa Public Library District's proposed outdoor space improvements. In this phase of the Library's plan, the proposed work focuses in and around the outdoor space to the west of the building, sometimes called the "Great Lawn." The Library has master planned improvements to other outdoor spaces within their properties, but those future phases are not included in this application and are not on the immediate horizon.

In this phase the Library intends to improve the path around the Great Lawn, construct ADA accessible paved paths, a performance pavilion, shade structures, a "hobbit house" garden, and a vestibule addition. The most significant of these improvements are the performance pavilion and the vestibule addition. In the case of the vestibule, this addition will allow for direct access from the Library primary stairwell to the outdoor space and helps with climate control for the building. The addition will be clad in the same colors and materials as the primary building. Materials which are still in production as confirmed by the Library's architect.

The other significant addition is the performance structure. This building consists of a covered, but open air platform area and an enclosed area for storage. The combined area underroof of the structure is 977.5 square feet which is 77.5 square feet greater than what is allowed for accessory structures within the I-Institutional zone. This deviation from code standards is what initiated the need for a public hearing.

There were other recommendations from staff noted in the hearing, but nothing of great zoning entitlement significance. This includes the submission of an updated photometrics plan, elevations of fencing, and the exchange of certain plantings within the landscape plan. With respect to the lighting plan, the applicant has indicated that their fixtures will be dark-sky compliant, but new fixtures will be no closer to the property line than what was



originally approved by the Village prior to the Library's construction. (The original site plan included lighting for a path and fire lane which were never built.)

After the public hearing, the Plan Commission unanimously recommend the approval of the proposed amendment to the applicant's special use permit with departures from the accessory structure maximum area requirements, and revised site plan, landscape plan, lighting and architecture.

B. Approval: Economic Incentive Agreement with Brainstorm, Inc. - \$30,000

The Village received a LEAP incentive application from the owners of Brainstorm located in Waterford Commons off of Grass Lake Road. As many of you know, Brainstorm has been a longstanding retail store in Lindenhurst serving as a great resource for teacher supplies, toys, games, and gifts. The business is in need of an expansive and expensive roof replacement which will be just over \$60,000. This assistance will go toward that replacement in an amount not to exceed \$30,000.

The granting of this award will be the thirteenth approval since the program's inception and increase the amount of total LEAP assistance funds to \$309,713.19.



August 12, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: A. Ordinance 24-8-2298: Library District's Plan Approval(s)

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: N/A

Within Budget: Yes No

Suggested Motion: **Adopt Ordinance 24-8-2298 approving an amendment to a special use permit and site, landscaping, architectural plans, and a variation from the accessory structure requirements for 140 N. Munn Road.**

Voting Record:

- Trustee Chybowski
- Trustee Dickson
- Trustee Dunham
- Trustee Grace

- Trustee Rosten
- Trustee Suchy
- Mayor Marturano

ORDINANCE NO. 24-8-2298

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
AND SITE, LANDSCAPING, ARCHITECTURAL PLANS
AND VARIATIONS FROM ACCESSORY STRUCTURE REQUIREMENTS
FOR THE DEVELOPMENT OF THE LIBRARY OUTDOOR SPACE IMPROVEMENTS
AT 140 N. MUNN ROAD**

**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: August 12, 2024**

ORDINANCE NO. 24-8-2298

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
AND SITE, LANDSCAPING, ARCHITECTURAL PLANS
AND VARIATIONS FROM ACCESSORY STRUCTURE REQUIREMENTS
FOR THE DEVELOPMENT OF THE LIBRARY OUTDOOR SPACE IMPROVEMENTS
AT 140 N. MUNN ROAD**

WHEREAS, the Lake Village District Library ("**Library**") is the owner of property at 140 N. Munn Road, Lindenhurst, Illinois, consisting of approximately 29.76 acres, referenced as PIN No. 02-34-300-007, and legally described on **Exhibit A ("Property")**; and

WHEREAS, in 2017, the Village approved a special use permit (the "Special Use Permit") to allow the Library to construct and operate a library facility and the site, landscaping, and architectural plans for the proposed library facility, and relief from the tree replacement regulations for certain invasive species of trees on the Property ("**Library Facility**"); and

WHEREAS, the Library has submitted an application to amend the Special Use Permit with site, landscaping and architectural plans for the development and construction of the Outdoor Space Improvements of the Library Facility ("**Outdoor Space Improvements**"); and

WHEREAS, the Library has submitted an application for a variance from the accessory structure maximum area requirements to construct a pavilion ("**Pavilion**") as part of the Outdoor Space Improvements ("**Zoning Variance**"); and

WHEREAS, a public hearing on the application for the Outdoor Space Improvements and Zoning Variance was duly noticed and held by the Plan Commission on August 7, 2024, after which the Plan Commission recommended approval of an amendment to the special use permit, the site, landscaping, and architectural plans for the Outdoor Space Improvements, and a Zoning Variance for the Pavilion; and

WHEREAS, the Mayor and Village Board of Trustees find and determine that it is in the best interest of the Village that the requested approvals be granted to the Library to allow the Outdoor Space Improvements and Pavilion on the Property.

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

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

SECTION 2. Findings of Fact.

A. **Amendment to the Special Use Permit.** The Village Board makes the following findings of fact in reference to the application to amend the special use permit for Outdoor Space Improvements:

1. The proposed use and development of the Outdoor Space Improvements will be in harmony with the general and specific purposes for which this chapter was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the Village of Lindenhurst comprehensive plan.
2. The proposed use and development of the Outdoor Space Improvements will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.
3. The proposed use and development of the Outdoor Space Improvements will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.
4. The proposed use and development of the Outdoor Space Improvements will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.
5. The proposed use and development of the Outdoor Space Improvements will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Also, adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The proposed use and development of Outdoor Space Improvements will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
7. The proposed use and development of Outdoor Space Improvements will, in all other respects, conform to the applicable regulations of the district in which it is

located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the Plan Commission.

B. Zoning Variance. The Village Board make the following findings of fact in reference to the application for approval of the Zoning Variance for the Pavilion:

1. The Library has demonstrated a particular hardship and practical difficulties in meeting the standard for area of accessory structure requirements for the construction of a Pavilion because of the nature of the proposed use and existing conditions on the Property.
2. The Library has demonstrated that all other designs, method, locations of the Pavilion that would confirm with the provision for the standard area of accessory structure requirements would be impractical.

SECTION 3. Special Use Permit. Subject to the conditions set forth in Section 8 of this Ordinance, the Village Board of Trustees hereby approves an amendment to the special use permit to allow the construction and operation of the Outdoor Space Improvements on the Property.

SECTION 4. Zoning Variance. Subject to the conditions set forth in Section 8 of this Ordinance, the Village Board of Trustees approves the following Zoning Variance for the Pavilion:

1. A variance from Section 159-9.201 of the Zoning Ordinance to increase the maximum accessory structure size by 77.5 square feet for a total of 977.5 square feet.

SECTION 5. Approval of Site Plans. Subject to the conditions set forth in Section 8 of this Ordinance, the Village Board of Trustees hereby approves the site plan and related plans prepared by Hitchcock Design Group, Hey and Associates and Studio GC dated 5/13/24 for the proposed Outdoor Space Improvements, including the Pavilion, on the Property.

SECTION 6. Approval of Landscaping Plans. Subject to the conditions set forth in Section 8 of this Ordinance, the Village Board of Trustees hereby approves the landscaping plans prepared by Hitchcock Design Group, Hey and Associates, and Studio GC and dated 7/19/24 for the proposed Outdoor Space Improvements on the Property.

SECTION 7. Approval of Architectural Plans. Subject to the conditions set forth in Section 8 of this Ordinance, the Village Board of Trustees hereby approves the architectural plans prepared by Hitchcock Design Group, Hey and Associates, and Studio GC and dated 7/19/24 for the proposed Outdoor Space Improvements, including the Pavilion, on the Property.

SECTION 8. Conditions. The approvals granted by Sections 3 through 7 of this Ordinance are conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Mayor and Board of Trustees, invalidate the approvals.

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Applicable Law.** Except as otherwise permitted by this Ordinance, the Outdoor Space Improvements must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations, including local fire and building code requirements.
- C. **Compliance with Plans.** The Outdoor Space Improvements, including the Pavilion, must substantially conform to the plans submitted as part of the special use permit application and approved by this ordinance, and must be completed in compliance with the building permit plans submitted to Village staff for its review and approval.
- D. **Compliance with Village Planning Consultant's Memorandum.** The Outdoor Space Improvements shall comply with the recommendations made in the Planning Consultant's Memorandum dated 7/10/24, and attached as **Exhibit B**.
- E. **Signage.** All signage installed on the Property must conform to the Village's signage regulations, except as approved by variance granted by the Village Board.
- F. **Landscaping.** Landscaping must be installed in substantial conformity with the approved plans, and all landscaping on the Property must be properly maintained.
- G. **Lighting.** All lighting installed on the Property must conform to the Village's lighting regulations.
- H. **Engineering Approval.** The approvals granted in this Ordinance are subject to final approval by the Village Engineering Consultant of the final engineering and storm water management plans, including utility, SE/SC, detailed grading for ADA compliant walkways and the watershed development application.

SECTION 9. Conflict. All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect following its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Lindenhurst, Illinois, this 12th day of August, 2024.

DOMINIC MARTURANO, VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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

EXHIBIT A

Property

PT SE1/4 SW1/4 & PT SW1/4 SE1/4; A TRT OF LAND CONT 29.78 ACS MOL AS DESC PER
DOC 3507387 SECTION 34 TOWNSHIP 46 RANGE 10

140 N. Munn Road, Lindenhurst, Illinois
PIN No. 02-34-300-007

EXHIBIT B

Planning Consultant Memorandum



Civil Engineering

Surveying

Water Resources Management

Construction Management

Landscape Architecture

Land Planning

Date: July 10, 2024

To: Clay Johnson, Village Administrator
Village of Lindenhurst

From: Nellie Beckner, AICP, Jodi McCarthy, PE

**RE: PRELIMINARY SITE PLAN REVIEW
LAKE VILLA DISTRICT LIBRARY (OUTDOOR IMPROVEMENTS) Review #2**

Per your request, our office has reviewed the submittals for the proposed improvements “Phase II of Lake Villa Outdoor Space Master Plan”, (Subject Property address 140 N Munn Rd, Lindenhurst; PIN: 02-34-300-007, approximately 78 acres, Zoned I - Institutional) by Lake Villa District Library to expand their outdoor space to include a larger event lawn, ADA-accessible path, performance pavilion, activity courtyards, gardens and a new vestibule addition.

Previous Plan Review and Project Background:

Manhard Consulting conducted a Special Use Permit Application and Site Plan review in 2017; it appears from current aerial photography that the site plan from 2017 records was implemented with little obvious alteration.

According to the applicant’s narrative, the Lake Villa District Library underwent a Master Plan process in 2023. The site plan submitted by Hitchcock Design Group titled “Overall Master Plan, LVDL Phase II” includes the focus area of the proposed improvements, with the project boundary outlined in a dashed lines. There appears to be other improvements indicated on the plan but would likely be addressed at a future phase. This review is applicable to the proposed Phase II area, only.

The proposed improvements include the need for a Zoning, Landscape, and Engineering Review.

Zoning Review:

The scope of the proposed project consists of a small vestibule addition, the construction of a performance pavilion, and various gathering areas incorporated into a revised landscape, all contained within the buildable area to the rear of the existing library. Aside from the vestibule addition, no change to the Principal Structure is proposed. The setbacks and additional bulk standards are included in the table below.

Our office referred to the definition of “Building”, “Accessory Structure” and “Accessory Building”, and “Structure”, Section 159-9.201, for additional interpretation. See attached Exhibit A for definitions.

Yard, Floor Area, & Height Standards Table

Highlight Underline = Departure

Zoning Standard Category	I District Requirements	Proposed Conditions	Degree of Departure
Minimum lot area (s.f.)	20,000	>20,000, no change	None
Minimum lot width at setback line (s.f.)	100	>100, no change	None
Principal Structure, Minimum front yard (ft.) ¹	30	>30, no change	None
Principal Structure, Minimum side yard (ft.) ¹	10	>10, no change	None
Principal Structure, Minimum side corner (ft.) yard ¹	20	>20, no change	None
Principal Structure, Minimum rear yard (ft.) ¹	30	>30, no change (proposed vestibule does not extend beyond existing building's rear face)	None
Principal Structure, Maximum height, (stories/ft.) ¹	3.0/40	1.0/<40 Proposed vestibule addition only	None
Accessory Structure, Maximum height (stories/ft.): Proposed Performance Pavilion ²	1.0/25	1.0/12.5	None
Accessory structure maximum size, lots of 40,000 sq. ft. or more (s.f.): Proposed Performance Pavilion ²	900	360 - Enclosed storage area 977.5 - Entire roofed area	<u>77.5 sq. ft for entire roofed area of the structure</u>
Accessory Structure, Minimum side yard setback ²	10	>10, no change	None
Accessory Structure, Minimum rear yard setback ²	20	>20, no change	None
Accessory structure minimum distance from principal structure (ft) ²	6	>6	None

1. Building Addition (Vestibule):

- a. The proposed vestibule addition is an expansion of an existing egress at the south side of the project area and is approximately 13.5' x 7.17' (125 square feet). This single-story addition would angle in-line with the building's existing projections along the west elevation and exterior materials would match the building.

- b. This addition likely would meet zoning requirements due to its relatively small proposed area, however, more information would be needed to calculate the exact gross (.38) or net (.63) floor area ratio allowed in the I Zoning District.
- c. Although setbacks were not noted on the submitted site plan, the location of this proposed vestibule would not encroach into required yard beyond the westernmost edge of the existing building's footprint.

2. Accessory Building (Performance Pavilion):

- a. The proposed "performance/shade pavilion" is located in the northwest corner of the project area. Based upon our office's zoning interpretation, and with confirmation with the Village Administrator, the entire roofed area of the pavilion would be included in the maximum area calculations in the aforementioned code sections; the shade portion is an open stage area 30' x 20.58' (977.5 sq. ft.). (Section 159-6.101 (C)(4)(b)). The whole of this structure is on a significant concrete slab or foundation as is evident in the building's elevations.
- b. The Performance Pavilion meets the setbacks of the zoning ordinance; accessory structures over 675 s.f. must have the same setbacks as the principal structure's zoning district requirements.
- c. The pavilion materials include a concrete base approximately 2 feet above grade, with linear plank wood-look ceiling and a slate ebony-colored high-pressure compact panel for the surface of the storage area. The design is simple, and in our office's experience, not likely not to distract from the landscape and instead complement it with the wood-style ceiling panels.

3. Additional Structures:

- a. The site plan includes three (3) "shade structures", each with a size of 22' x 22' (484 square feet), located along the east portion of the project area. These structures appear from the site plan to be pergola-type structures, although the submitted plans do not include elevations to confirm the structure design. Our office cannot confirm if these features meet the definition of structure, as they may be attached to concrete pads instead of a foundation in the ground (see definition of "Structure", above). The submitted narrative indicates these additions to the plans consist of metal roof slats that can be opened/closed, supported by posts. In addition, they would have electrical power and lighting supplied to them. Because these additional features do not have substantial walls, they would not be included in the maximum accessory building calculations and may not be considered a "structure" if they are indeed attached to concrete pads without the need for foundation.
- b. Arbors are a permitted obstruction in the side and rear yards per Village code, provided they do not exceed 7 feet in height and 5 feet in length (though the proposed location is likely within the Buildable Area). The Site Plan notes an "entry arbor" on the south side of the project area, but no architectural details were included to assess its size. In addition, the arbor is considered an accessory structure by definition (Section 159-9.201 "DEFINITIONS", Accessory Structure or Building (J)).

4. ADA-Accessible Path:

- a. The proposal includes the installation of an ADA-accessible path which leads from the south parking lot to the outdoor area's main path. This would require the removal of two (2) parking spaces and the installation of a new landscaped parking lot island. The applicant's narrative indicates that the site was constructed with 14 spaces beyond code minimums, thus the removal of two spaces would not require relief. Our offices does not have the total building square footage to calculate parking at 3.5 spaces per 1,000 square feet of floor area.

5. Site Lighting:

- a. The applicant narrative indicates that lighting is proposed throughout the new site plan, with this lighting be provided by "dark-sky-compliant" fixtures; they also note a full lighting plan with fixture cut sheets would be submitted for the full permit review. The Village code states that lighting plans are required as part of any site plan review, except minor site plan review. (Section 159-2.312 (A) (1))

6. Fencing and Water Feature:

- a. The applicant narrative and Phase II site plan indicates a fenced-in courtyard between the south parking lot and the building façade. This "reading room" is a fenced outdoor garden which also includes a water feature. Fencing is considered an accessory structure by definition and has a maximum height of six (6) feet; we recommend that fence elevations be submitted to ensure the design is complementary to the building architecture.

7. Additional site modifications and recommendations:

- a. The applicant narrative includes a reference to a "hobbit house" within the berms on the southwest side of the project area. This may or may not be considered an accessory structure, depending on the materials and zoning interpretation; more information may be needed to determine if this is part of the project's landscaping, or if it meets the definitions of accessory structure in Section 159-6.101 (B).
- b. The addition of the expanded open event lawn space to a 280' x 80' area, in combination with the addition of the pavilion, results in increased capacity for events such as concerts or performances. The use itself would likely remain accessory to the library's primary use, and the likelihood of noise impacts are low due to the location of the structure and lawn space. The Village Code only requires permits for concerts held within park space (Section 95.14). The size of the event lawn is significant (22,400 sq ft) and could accommodate (in theory) over 3,500 people based on an industry-standard 6 square feet per attendee, however, the orientation of the lawn to the stage and, perhaps, the library's unlikely desire to host these types of events may be enough to any Village concerns about such events. Our office simply wanted to bring to the Village's attention that large events hosted in this space could have an impact on available parking and traffic circulation. The Village may wish to consider how to address any future growth in event attendance.

After this initial review, it appears that the only improvement which may require zoning relief is the performance pavilion – if it is the Village’s interpretation that the entire roofed portion of the structure is included in the accessory structure area. If only the walled storage area is the threshold, this pavilion would meet the zoning code requirements. There are some additional clarifications that would be useful in the next stage of review (building permit review), such as details on the Hobbit Houses, and how to address the encroachments into the wetland buffer areas (see below, this is not a Village Zoning Ordinance requirements; uses within wetland areas are subject to approval by the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency permits, and must be consistent with the Lake County watershed development ordinance.

Architectural Plans, Building Elevations, & Floor Plans:

1. The applicant provided preliminary architectural plans and renderings for the proposed performance pavilion, as well as floor plans and elevations for the vestibule expansion. However, the applicant’s Phase II narrative includes more details that are shown on the site plan. Items such as the “hobbit house” and the activity “shade structures” could have a significant impact on the feel of the space and providing these details in future submittals would assist in a more thorough review. The Village may wish to review requesting elevations or renderings in order to perform a comprehensive review of all site plan improvements.

Landscape Plan:

1. Existing Tree Removal: It appears that due to additional grading on the site in the area of disturbance that approximately eight (8) existing trees will need to be removed. For these to be removed trees, it is requested the applicant provide information regarding the size of the trees, condition, and species so the Village may determine what replacement trees may be necessary per code or substitution ratio for other proposed plantings.
2. Shrub Size: The shrubs noted on the submitted plant list are to be installed at a size of 18 inches. According to Section 159.7.712 of the Village Code, all shrubs that are not abutting a vacant parcel, shall be installed at a size of 2 feet or 24 inches in height. The applicant is requested to adjust the plant material installation sizes for the final landscape plan submittal.

Wetland Buffer

The submitted Phase II plans do not clearly indicate the 100-foot wetland buffer shown in the initial plans for the complex, which our office has on file. A portion of both the performance pavilion and the “Hobbit House” bermed area appear to encroach into this 100-foot wetland buffer area. The Village Watershed Enforcement Officer may need to review these improvements to confirm they are allowed in the proposed areas.

Engineering Review:

1. It should be confirmed that all existing infrastructure meets the previously approved plans, including but not limited to televising of existing sewers, record drawings of the detention facilities and release structures, confirmation of ADA compliant sidewalks and crossings, etc.
2. It is understood that the documents provided were preliminary in nature. Additional comments may be generated as more information is provided by the applicant.

3. It should be confirmed by the Village's Watershed Enforcement Officer that proposed improvements meet stormwater requirements as previously permitted (impervious coverage, wetland buffering, etc.), and the final engineering submittal should include stormwater memo or report from engineer documenting previously approved stormwater management components on site and impact of proposed improvements. Preliminary plans indicate storm inlets and sewers to be relocated.
4. A complete set of engineering plans, including utility, SE/SC, detailed grading for ADA walkways, and engineering details should be submitted for review as part of the final engineering application. All previously approved items should be confirmed.
5. Performance pavilion, building vestibule, and shade structures should be reviewed by Village Building Inspector for compliance with IBC.

Plans Received:

- 1) Village of Lindenhurst Application for Development and Zoning Approvals submitted by Lake Villa District Library, dated May 24, 2024.
- 2) Cover letter and attached project narrative by Lake Villa District Library from Mikael Jacobsen, Library Director, to Clay T. Johnson, Lindenhurst Village Administrator, dated May 7, 2024.
- 3) Existing Site Plan, Overall Master Plan, Proposed Site Plan (Phase II), Overall Site Plan, Pavilion Plans with Elevations and Rendering, New Vestibule Plan with Elevations and Rendering, Preliminary Engineering Plan, Landscape Plan with Plant Schedule, and Aerial Photography of Site and Surrounding Area, all with an issue date of May 13, 2024, by Lake Villa District Library in Association with Hitchcock Design Group, Hey and Associates, and Studio GC.

Exhibit A: Definitions

ACCESSORY STRUCTURE or BUILDING. An "accessory structure" or "accessory building" is one which:

(A) Is subordinate to and serves a principal building, principal structure, or principal use on the same zoning lot;

(B) Is subordinate in area, extent, or purpose to the principal building, principal structure, or principal use served;

(C) Contributes to the comfort, convenience, or necessity of occupants of the principal structure or principal use served;

(D) Is located on the same zoning lot as the principal building, principal structure, or principal use served;

(E) Is prohibited prior to the establishment of the principal building, principal structure, or principal use;

(F) Is under the same ownership and control as the principal use served.

BUILDING. Any structure securely affixed to the land with substantial walls and roof, entirely separated on all sides from any other structure by space or by walls in which there are no connecting doors, windows, or openings; and which is designed or intended for the shelter, enclosure or protection of persons, animals, or chattels.

STRUCTURE. Anything constructed or erected which requires location on the ground, including a fence or freestanding wall. A sign, billboard, or other advertising medium, detached or projecting, shall be construed to be a structure.



MEMORANDUM

DATE: August 9, 2024
TO: Chairman and Members of the Plan Commission
FROM: Clay T. Johnson, Village Administrator
RE: **Plan Commission Supplement – August 7, 2024 Meeting**

- A. Public Hearing and consideration of approval of an application filed by the Lake Villa Public Library District requesting an amendment to the existing special use permits, with departures from the accessory structure maximum area requirements, and Site Plans, Architectural Elevations, Landscaping Plans, and related plans for the development of 140 N. Munn Road**

Property Owner: Lake Villa Public Library District
Name of Applicant: Same as Owner
Street Address of Property: 140 N. Munn Road
Existing Zoning Classification: Institutional - I
Requested Zoning Action: Approval of an Amendment to the Special Use Permit with variations from accessory structure maximum area and site plans, architectural elevations, and landscaping plans for outdoor space improvements

Background

Back in 2016, the Lake Villa District Library (“Library”) rezoned a parcel of 29 acres along Munn Road, south and east of Crooked Lake to the Institutional zoning district in anticipation of a future home of the Lake Villa District Library. In 2017, the Library received the development approvals to begin construction on a new home for their operations, moving from down the road in Lake Villa.

At the time of the purchase and subsequent construction, Library leaders talked about their hopes of what to do with the surrounding property. It wasn’t until 2023 when the Library Board approved a master plan on how to develop much of this property. What they envisioned was a space where people can enjoy the programming of the Library – programming that can be either indoor or outdoor, year-round.



Site Plan

The application submitted by the Library addresses the first phase of that outdoor plan, located directly west and adjacent to the primary building. Included in this phase of construction are a large event lawn, ADA accessible paved paths, a performance pavilion, shade structures, a “hobbit house” garden, and a vestibule addition. The addition to the primary structure allows for access to the Library’s primary stairwell. Hobbit houses are not structures by definitions but are more landscaped berms where visitors can sit and enjoy the outdoor space. There is no entry or interior to a “hobbit house,” but is more of a landscape feature.

One of the more significant improvements included on the Library’s site plan is the construction of a pavilion that will be used for storage, passive shade, or as a space for programmed activities for the great lawn. The structure, for the entire roofed area, will exceed the standard for area of accessory structures by 77.5 square feet. The standard within the I-Institutional zoning district is 900 square feet for a lot of 40,000 square feet or greater. The combined area of the other shade structures is not included into the accessory structure calculation as they do not meet the definition of a structure within our code and are likely attached to concrete pads versus supported by a foundation in the ground.

Lighting

The plans for lighting the area indicate that the applicant intends to use “dark-sky compliant” fixtures for illuminating the area. No new photometrics were provided with this submittal, however, the applicant did indicate that the original Library plans included a fire lane and cul-de-sac path north of the great lawn area which were never built. Not building those features increased the distance between the property line and the closest lighting fixture from the originally proposed 85 feet. Increasing this distance will likely exceed the standard for light spillover due to the dark sky/shielded fixtures and increased distance from the property line.

Staff concurs with the applicant’s statements, but would recommend that the Plan Commission’s recommendation includes a condition requiring a code compliant photometric plan be submitted at the time of building permitting, should the development move forward.



Staff Comments

In concurrence with the comments from Manhard, staff would request elevations of the fencing proposed for the courtyard area to ensure compliance with the zoning code.

We would also ask that the applicant comply with the landscape code as it pertains to shrub size as noted in the review comments.

Action Requested

After a public hearing, the Plan Commission will consider providing a recommendation on amending the previously approved special use permit with departures from the accessory structure maximum area requirements, and revised site plan, landscape plan, lighting, and architecture for the Lake Villa District Library at 140 N. Munn Road.

Supplemental Documents Enclosed

1. Development Application from Lake Villa Public Library District dated July 29, 2024
2. Site Plan Materials Including a Narrative Describing the Project Submitted by the Applicant updated July 23, 2024.
3. Review Comments for the Lake Villa Public Library District, provided by Manhard Consulting originally dated July 10, 2024 (as revised)
4. Stormwater Review Comments for the Lake Villa Public Library District, provided by Baxter & Woodman dated June 12, 2024
5. Photometric Exhibit Edited and Submitted by Applicant but Originally dated March 22, 2017
6. Certificate of Publication from the Daily Herald for the Special Use Permit Public Hearing Published on July 22, 2024



Application for Development and Zoning Approvals

This Application is used to request development approval from the Village when consideration by the Lindenhurst Plan Commission, Zoning Board of Appeals, and/or Village Board is required. This application packet is available on the Village's website at <https://www.lindenhurstil.org/>. Applicants are encouraged to review [Lindenhurst's Zoning Ordinance](#) and the [Village Code](#) to understand the Village's various development regulations. Questions may be directed to Village Hall at (847) 356-8252.

General Information

Development or Business Name: Lake Villa Public Library District		
Development or Business Address: 140 N. Munn Road, Lindenhurst, IL 60046		
Parcel Identification Number (PIN): 02-34-300-007		Acreage of Property: 29.65 Acres
Applicant Name: Lake Villa Public Library District		
Applicant Address: 140 N. Munn Road		
City: Lindenhurst	State: IL	Zip Code: 60046
Phone: 847.356.7711	Cell:	Email:

Contact Information

Property Owner Name: Board of Trustees of the Lake Villa District Library		
Company: Lake Villa Public Library District		
Applicant Address:	140 N Munn Road	
City: Lindenhurst	State: IL	Zip Code: 60046
Phone: 847.356.7711	Cell:	Email:
Primary Contact Name: Mikael Jacobsen		
Relationship to Applicant: Library Director		
Phone: 847.245.5100	Cell:	Email: mjacobsen@lvdil.org
Additional Staff Name: Julie Binkley		
Relationship to Applicant: Administrative Services Manager		
Phone: 847.245.5101	Cell:	Email: jbinkley@lvdil.org
Additional Staff Name: Paul Schreck		
Relationship to Applicant: Board President		
Phone:	Cell:	Email: pschreck@lvdil.org

Proposed Development

Application Request			
<i>Please Check All That Apply</i>			
<input type="checkbox"/>	Special Use (New or Amendment) (Exhibit 1)	<input type="checkbox"/>	Rezoning or Text Amendment (Exhibit 4)
<input checked="" type="checkbox"/>	Site Plan Review (Exhibit 2)	<input type="checkbox"/>	Planned Unit Development (Exhibit 5)
<input checked="" type="checkbox"/>	Zoning Variance (Exhibit 3)	<input type="checkbox"/>	Subdivision
<input type="checkbox"/>	Other, Please Specify:		

All plans submitted with an application must include 10 hard copies (11x17) and one electronic copy.



Application for Development and Zoning Approvals

Application Materials

All applicants are required to complete and submit the following materials to be included with their application. Incomplete submittals will not be accepted.

- Letter of request:** The applicant must submit a letter with this application addressed to the Village Administrator (who will forward to the appropriate review bodies) describing the requested proposal/use and outlining the reason for the request and how the request complies with the Lindenhurst Zoning Ordinance.
- Application Fee(s)**
- Escrow Account Deposit**
- All required items and documents identified in Application Request's Exhibit Items**

Applicant/ Owner Acknowledgements

The Applicant(s) and Owner(s) do hereby certify, acknowledge, and affirm that:

1. I (We) hereby certify that the Owner is (are) the owner(s) of the described Subject Property.
2. I (we) hereby authorize the Applicant to act on my (our) behalf during the processing and presentation of this request.
3. I (We) have carefully and fully read this application, and all of the statements contained in this application packet are true.
4. I (We) fully understand and agree to comply with the terms and provisions outlined in this application, the [Lindenhurst Zoning Ordinance](#), and the [Lindenhurst Village Code](#).
5. I (We) agree to pay all applicable filing fees and assume responsibility for the payment of all reimbursable expenses associated with the processing of this application and request(s).
6. I (We) understand all application fees are non-refundable and cover staff review and processing of the request.
7. I (We) understand I (we) have one (1) year from the application submittal to complete the Village approval process. If no extension is sought by the Applicant or granted by the Village Board, the application will be invalidated and I (we) will need to submit a new application/application fees and comply with the [Lindenhurst Zoning Ordinance](#) and [Lindenhurst Village Code](#).

Mikael Jacobsen

Name of Applicant

Mikael Jacobsen

Signature of Applicant

7/27/24

Date

Board of Trustees of the Lake Village District Library

Name of Property of Owner (if different)

Signature of Property of Owner (if different)

Date



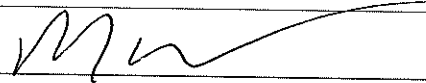
Application for Development and Zoning Approvals

Escrow Agreement

I, the undersigned, understand that the Village of Lindenhurst requires an escrow account to be established for payment of fees related to requests for rezoning, subdividing, development of property, special use requests, variances, appeals from an administrative decision, architectural review and annexation requests. The purpose of escrow is to provide surety for reimbursement of professional land planning review services undertaken by the Village Planning Consultant and related legal services provided by the Village Attorney.

Pursuant to Section 10.22(b) of the Lindenhurst Village Code, the Village of Lindenhurst charges a 3.5% administration fee for managing the escrow and providing payments and billing services. Monthly statements reflecting the amount debited from the escrow are mailed to the escrowee and payable upon receipt. The bill reflects the amount charged against the escrow and the like amount needed to replenish the escrow originally established. The Village Administrator is authorized to establish the escrow value based on a fair assumption of anticipated monthly billing amounts, and nature and scope of the service(s) being provided and complexity of proposal. Upon completion of the project escrow balances will be refunded.

Name of Project: Lake Villa District Library Phase II Improvements
Address, Location, or Legal Description of Property: 140 N Munn Rd., Lindenhurst, IL 60046
Action Being Requested: Site Plan Review
Escrow Account Billing Name: Lake Villa District Library Phase II Improvements
Address: 140 N. Munn Road, Lindenhurst, IL 60046
Phone number: 847-245-5100



Signature of Applicant

Signature of Owner

Escrow Account Amount: \$10,000 _____

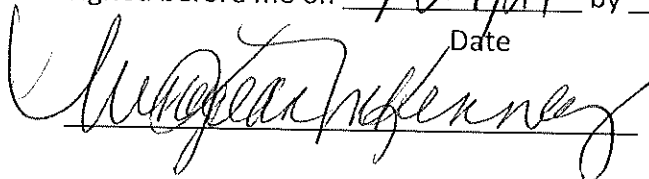
State of Illinois

County of Lake

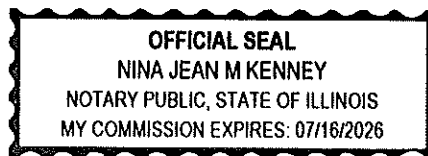
Signed before me on 7/29/24 by Mikael Jacobsen

Date

Name



Signature of Notary Public



Village Administrator Approval: _____



July 23, 2024

Clay T. Johnson
Village Administrator
Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, Illinois 60046

RE: Lake Villa District Library Site Plan Review

Dear Clay,

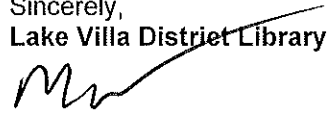
In 2023, the Lake Villa District Library (LVDL) Board approved an outdoor master plan, envisioning a one-of-a-kind library landscape that enhances, showcases, interprets, and fosters exploration of the library's 29-acre site. Phase II of this master plan is a large area of proposed improvements just west of the building in what is currently a large oval lawn and gravel pathway. The goal is to make this area more accessible, functional, and hospitable to library patrons, both daily and for special events and programs. We understand that the Village has received feedback, as part of its strategic planning data gathering exercises, indicating that these types of proposed improvements are desired by our shared community.

Major components of the Phase II improvements include an ADA-accessible route from the south parking lot, wider paved pathways, a performance pavilion, three activity courtyards with shade structures and seating, a larger event lawn, an outdoor reading room, playful berms, and a new vestibule into the lower level of the library—designed with literary nods befitting a library. These site elements will allow us to host our current array of outdoor activities more easily and expand our outdoor offerings throughout the year.

Due to the location of the improvements behind the building, and over 20' below street level, there are few required ordinances that would apply to this space. There is no required screening of any of the improvements. The new ADA-access route will require the loss of two parking spaces, but there are currently 14 more parking spaces than are required for the facility. There will be no changes to the vehicular circulation of the site, or the Munn Road driveways. We will be staying outside of any jurisdictional wetlands. With the goals of creating more shade and enclosed spaces for various types of activities, the amount of mowed turf will decrease and areas of landscaping, heavily utilizing native tree, shrub, and perennial species will substantially increase in size and species diversity.

We are asking for Village review and approval of the attached Phase II Site Plan, noting that any additional areas of the master plan will be brought to the Village in a similar manor for review. We also understand that the pavilion, shade structures and entry arbor may need variances, and an amendment to the site's special use permit will be needed moving forward. Full permit documents for Village review, including final engineering and stormwater design, architecture, lighting, and landscape, are scheduled to be prepared this summer and fall, for an anticipated 2025 construction.

Sincerely,
Lake Villa District Library



Mikael Jacobsen
Library Director



I. Narrative

The Phase II Improvements is the second phase of construction of the recommendations outlined the 2023 Lake Villa District Library (LVDL) Outdoor Space Master Plan. Phase II is a large area of proposed improvements just west of the building in what is currently a large oval lawn and gravel pathway. The goal is to make this area more accessible, functional, and hospitable to library patrons, both daily and for special events and programs.

Major components of the Phase II improvements are:

- An improved large event lawn.
- An ADA-accessible route from the south parking lot down to the lawn.
- Wider, paved pathways to circulate around and through the lawn area.
- A performance/shade pavilion.
- Three activity courtyards, each with its own shade structure and complimentary seating.
- An outdoor reading room.
- A hobbit house garden.
- A new vestibule addition on the lower level of the library that connects to the primary stair.

These new site elements will allow the LVDL to host its current array of outdoor activities more successfully, and with greater inclusiveness. In addition, the library will now be able to expand its outdoor offerings throughout the year.

The anchor of this phase is the **performance pavilion**. This anchor will host events and programs as well as serve as a shade pavilion during everyday use. Anticipated events include regularly scheduled library story-times and educational programs; with music and theatrical performances occurring less often. The addition of this pavilion may require a zoning variance.

The structure will be comprised of three parts. At the front is a covered 30'-0" by 21'-0" stage that is 2'-3" above the ground. Behind the stage is a 30'-0" by 12'-0" storage room; housing equipment and other items the library will need for programs and maintenance. An ADA ramp and service platform wrap the back and south side of the structure. Two stairs provide access to the stage: one on each side. The total area is 1,320sf. The roof is a single slope which will drain to grade on the west side. The highest point of the structure is ~15'-0". The building is constructed of the same noncombustible materials as the existing library. These include a concrete foundation and platform, exposed structural steel (coated), masonry walls that are clad in high pressure compact laminate wall panels, decorative metal soffit, prefinished metal fascia, and a single ply roof membrane. Electrical will be provided to the facility for convenience outlets and to power equipment. No plumbing or fire suppression systems are intended. Final design drawings will be submitted for approval through the Lindenhurst required permit process.

The other architectural building component of the Phase II plan is the new **vestibule** addition. With the amount of traffic that is anticipated, the library is proposing to improve access from inside the library to the event lawn. To accomplish this goal, the existing emergency exit at the base of the primary interior stair will act as a daily exit/entrance. The construction will be a single story and add ~125sf. For energy performance, the new vestibule will have two doors in tandem which will limit the outside conditions from entering the building. The vestibule will be constructed with the same materials as the existing building, just as described for the pavilion. The wall cladding in this case will be the terra cotta style panel. Both of these elements are integrated into the overall site design through a series of designed concrete pathways that will bring a new enhanced level experience for patrons of the Lake Villa District Library. Final architecture plans will be submitted for approval during the permit process.



Adjacent to the pavilion is a large (+/- 280' x 80') **event lawn** that will serve as lawn seating for pavilion events and will host events of its own. The area will be regraded to improve drainage and turf health. A series of low berms are planned for the southwest corner of the lawn for visual interest and to serve as informal seating and play.

Just west of the berms, the main loop walk enters a bermed landscape with a **hobbit house** façade. This façade does not contain any interior space but will have an entry garden where guests can sit, play a game of rings (tic/tac/toe) on a tree stump, and imagine a life on 'the shire'. It is the first of many literary-themed spaces planned for the entire site.

Walkways throughout the phase are intended to be ADA-compliant throughout. The addition of an **accessible ramp** from the south parking lot will allow guests to directly access the area from the lot, and for the first time have an accessible route completely around the main building. Other walks will be concrete and expanded to 10' width for enhanced accessibility and durability. Accent areas of paving will be unit pavers (clay or concrete). At the top of the ramp, a 17' wide x 4' deep x 12' tall vine-covered and faux book-filled **entry arbor** will act as a gateway into the library garden spaces below. The entry arbor may require a zoning variance.

Across the event lawn are three **activity courtyards**, each anchored by a shade structure. These smaller activity spaces are meant for smaller programmed activities or use by library patrons. The 22' x 22' metal structures will be supplied with power, low-level lighting and will have the ability to open or close the roof slats, depending on the weather. Based on the final design, these structures may be bolted to the adjacent paving or may require frost footings. Both fixed and movable seating are anticipated to be used underneath the structures. The addition of these shade structures may require a zoning variance.

Tucked between the retaining wall for the south lot and the building wall is a cloistered 55' x 65' **reading room**. This fenced, quiet garden will provide a secure, secluded area for quiet activities. A small recirculating stream will provide white noise. Lush plantings and movable furniture will help create a respite for individuals and groups to read, socialize or recharge.

Lighting proposed for the area is intended to be minimal, so as not to intrude on the adjacent natural areas or residential homes. Light fixtures are proposed to be dark-sky-compliant, directing light downward. Final lighting and electrical plans will be submitted for approval during the permit process.

The **stormwater** plan for the project will be required to comply with the Lake County Watershed Development Ordinance as administered by the Village of Lindenhurst. The March 17, 2017 Stormwater Management Report prepared for the original project development by McClure Engineering (now IMEG) documents that the existing site stormwater features were designed to accommodate full future site building to the maximum impervious surface coverage allowed by Zoning regulations. The proposed Phase II development that is part of this submittal will be accounted for against this design maximum during the final permit submittal but does not approach the maximum allowable thresholds for the site. Existing site drainage features in the Phase II area will be removed and reinstalled/enhanced as shown on the Preliminary Engineering Plan to address drainage issues that have been experienced since construction and best allow for use of the outdoor space as intended by the proposed plan. Underdrainage will be employed to address existing roof drains, proposed amenities, and existing groundwater seepage at the base of the existing wall. Project components will be drained generally west to east, ultimately draining north to the existing north detention basin. Final stormwater plans will be submitted for approval during the permit process.

All work proposed falls well outside of previously delineated wetland areas and field investigation during this effort and outdoor space master planning does not suggest that the previously delineated wetland



limits have changed. If requested by the Village an updated delineation will be completed following initial plan approval and prior to final Watershed Development Permit application.

The **landscape** design for the area is meant to increase the shade and hospitality of the site, for both its human and animal guests. The concept is to provide lush, sheltering landscapes that reinforce the goals of the various quiet, active, small and large activity spaces within. All plants will be non-invasive and the majority of them will be native to Illinois and specifically the northeast of the state. A preliminary planting plan with preliminary plant list, outlining species and minimum sizes, is included in this application. A final landscape plan will be submitted for approval during the permit process.

Due to the location of the improvements behind the building, and over 20' below Munn Road street level, there are few required ordinances that appear to apply to this space. There is no required screening of any of the improvements. The new ADA-access route will require the loss of two parking spaces, but we believe there are more parking spaces than is required for the facility. There will be no changes to the vehicular circulation of the site, or the Munn Road driveways. We will be staying outside of any jurisdictional wetlands. With the goals of creating more shade and enclosed spaces for various types of activities, the amount of mowed turf will decrease and areas of landscaping, heavily utilizing native tree, shrub, and perennial species, will substantially increase in size and species diversity.

We are asking for Village review and approval of the attached Phase II Site Plan, noting that any additional areas of the master plan will be brought to the Village in a similar manor for review. We understand that variances may be required for the pavilion, shade structures and entry arbor, and an amendment will need to be created for the site's special use permit. Full permit documents for Village review, including final engineering and stormwater design, architecture, lighting, and landscape, are scheduled to be prepared this summer and fall, for an anticipated spring 2025 construction.

N LINE SW 174 SE 174 320.34' (REC)

CROOKED LAKE

FOUND "PK" NAIL
0.52' SOUTH
0.32' EAST

FOUND IP
0.21' WEST

146.33' (R&M)
N10° 17' 04"E (MEAS)
N10° 14' 05"E (REC)

162.20' (R&M)
N87° 13' 21"E (MEAS)
N87° 10' 22"E (REC)

W LINE E 1/2 SEC 34-46-10

555.56' (R&M)
N14° 14' 11"E (MEAS)
S14° 17' 08"E (REC)

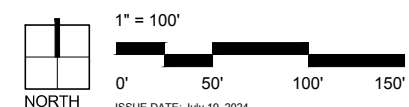
230.00' (R&M)
S89° 57' 12"E (MEAS)
N89° 59' 50"E (REC)

510.85' (R&M)
S89° 57' 12"E (MEAS)
N89° 59' 50"E (REC)

Existing Site Plan

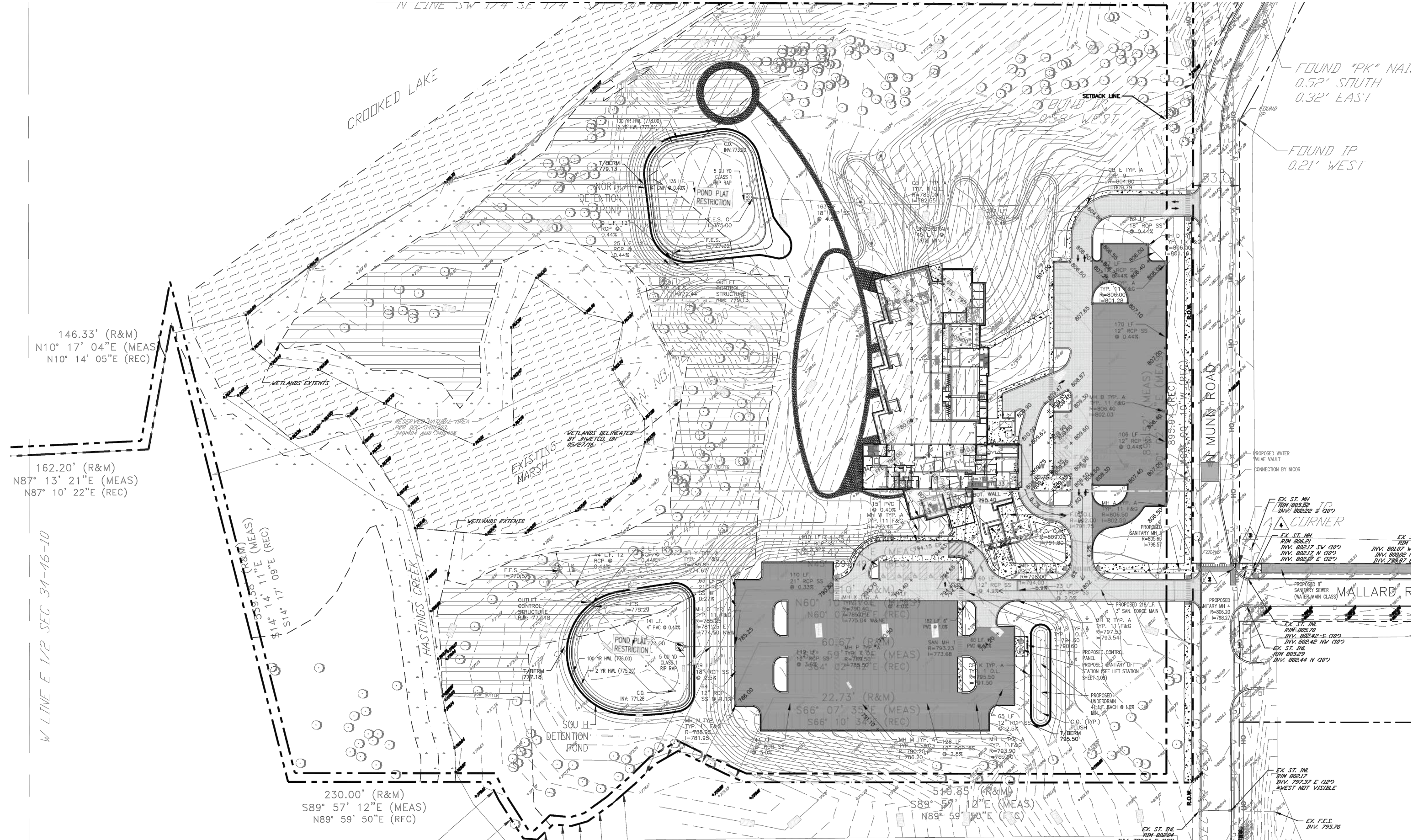
LVDL Phase II

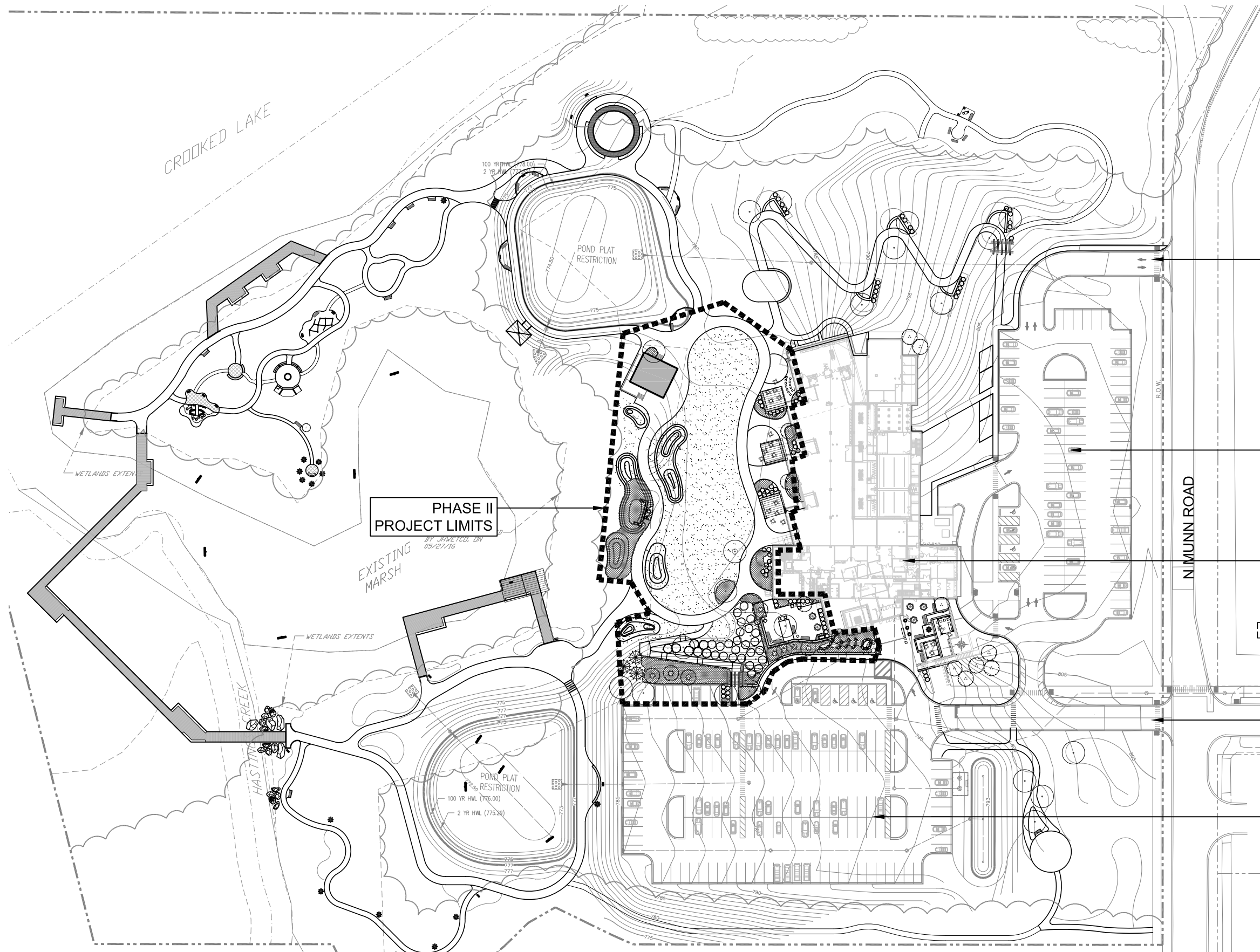
Lindenhurst, IL



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Studio GC





PARKING REQUIREMENTS:

Parking requirements per zoning: 235 stalls
 Existing parking stalls: 249 stalls
 Proposed parking stalls: 247 stalls

Existing ingress and egress to site to remain

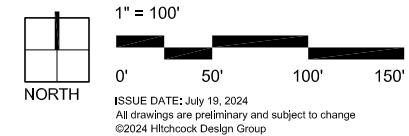
Existing Parking Lot
 98 Spaces to remain
 0 Spaces to be removed

Existing library building

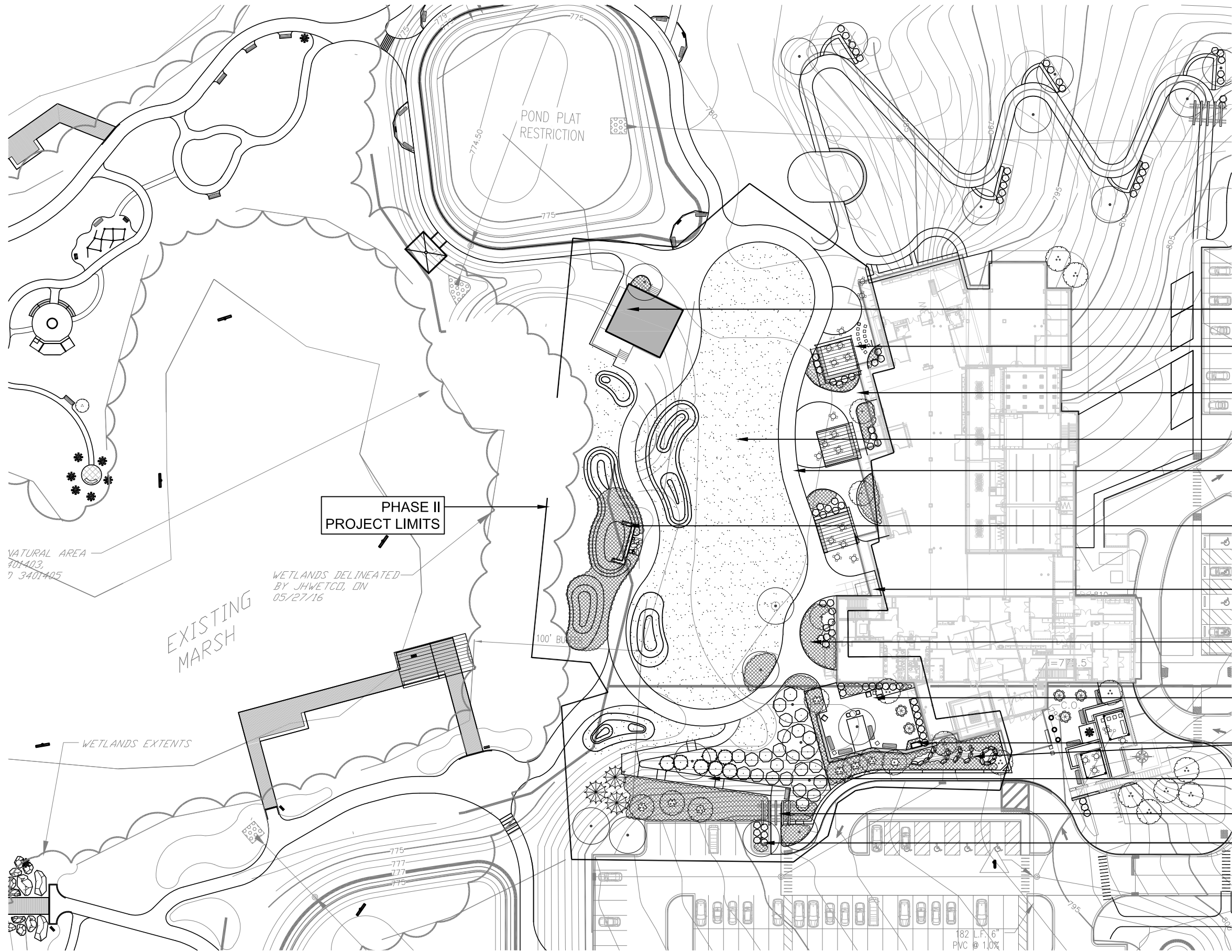
Existing ingress and egress to site to remain

Existing Parking Lot
 149 Spaces to remain
 2 Spaces to be removed

Overall Master Plan
LVDL Phase II
 Lindenhurst, IL

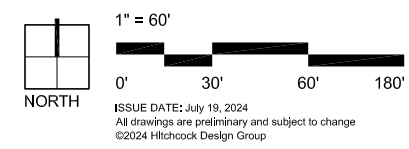


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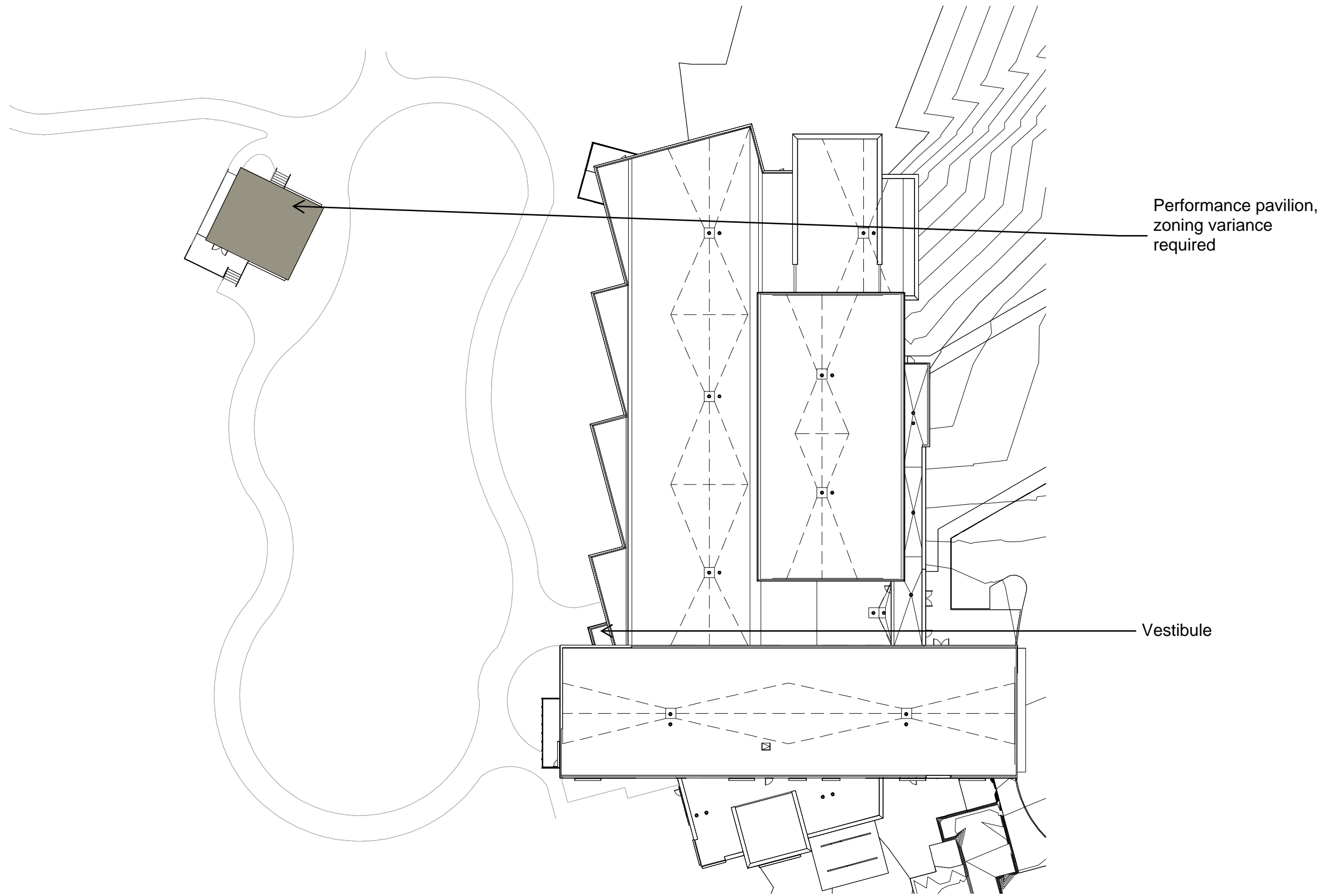


- Performance pavilion, zoning variance required
- 22x22 Shade structures with perimeter seating, 3 total, zoning variance required
- Activity courtyard areas with decorative paving
- Open lawn
- Accessible walkways
- Landscape berms
- New vestibule
- Landscape beds with native plantings
- Fenced in courtyard with site furnishings
- Outdoor water feature with stone outcropping
- ADA-accessible ramp to parking lot
- Entry Arbor, zoning variance required
- New parking island

Proposed Site Plan - Phase II
LVDL Phase II
 Lindenhurst, IL



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Overall Site Plan

LVDL Phase II

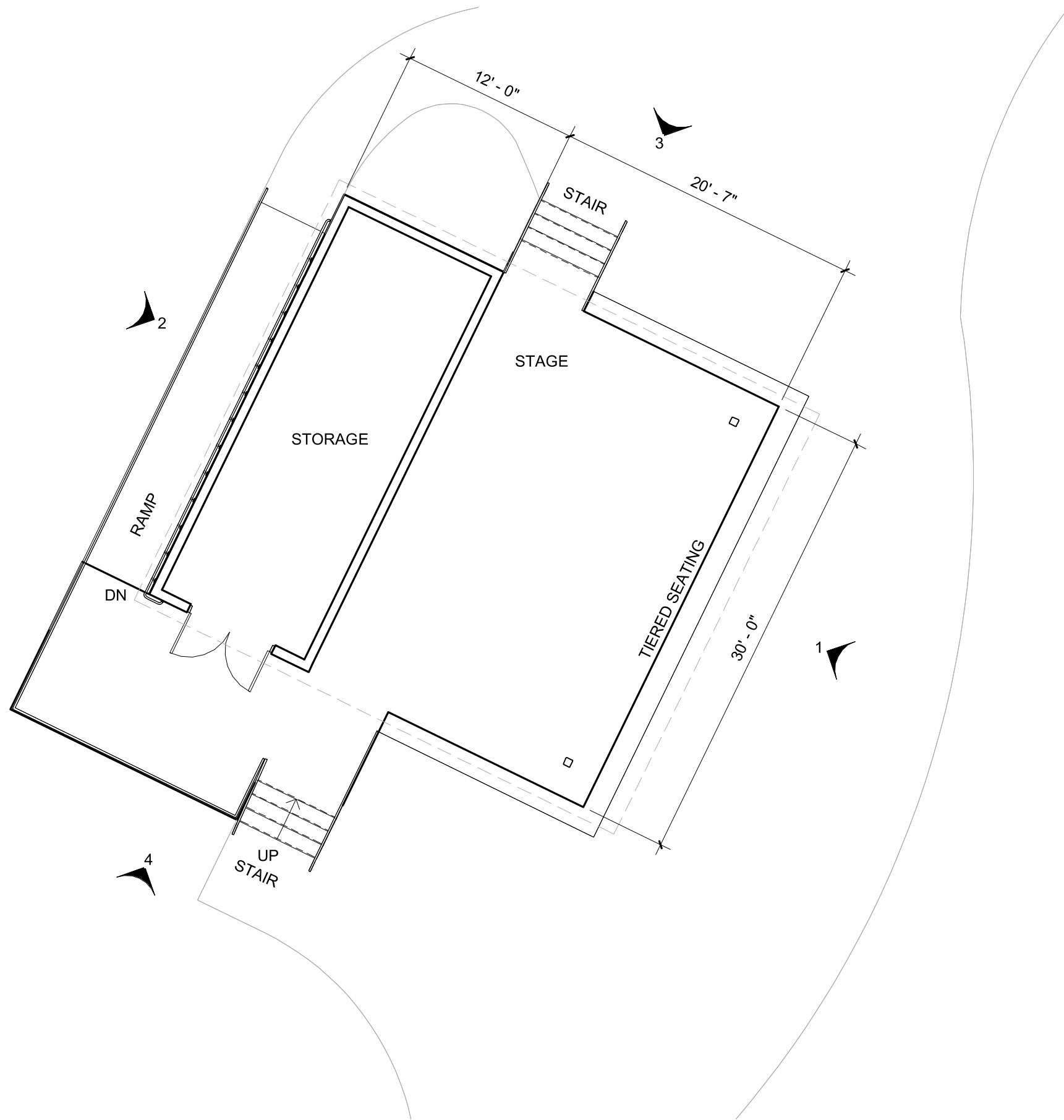
Lindenhurst, IL

1" = 40'

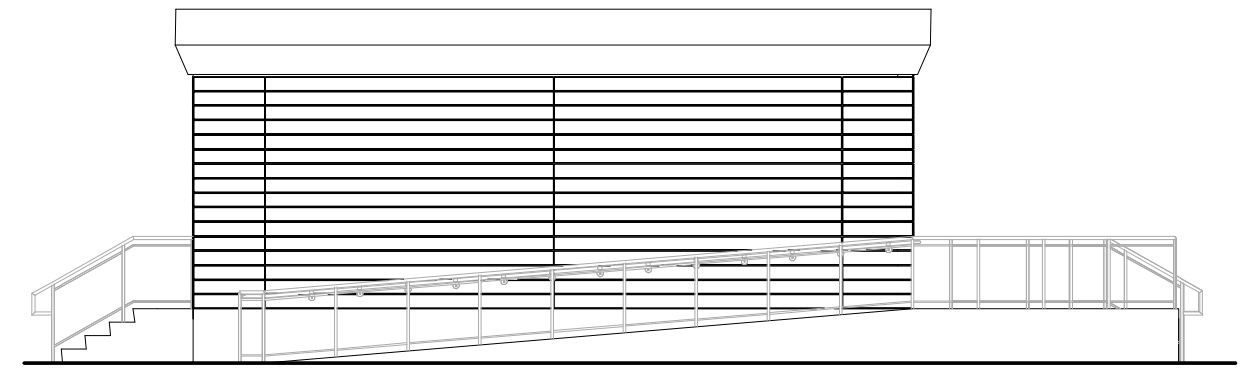
NORTH

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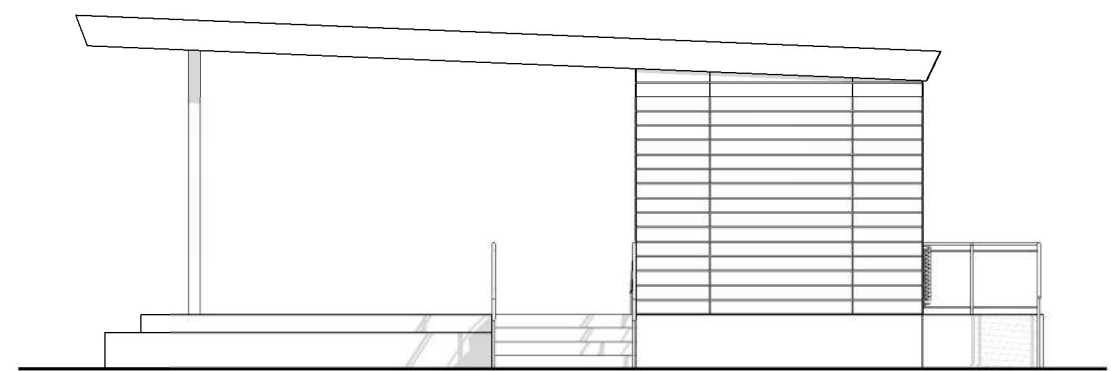
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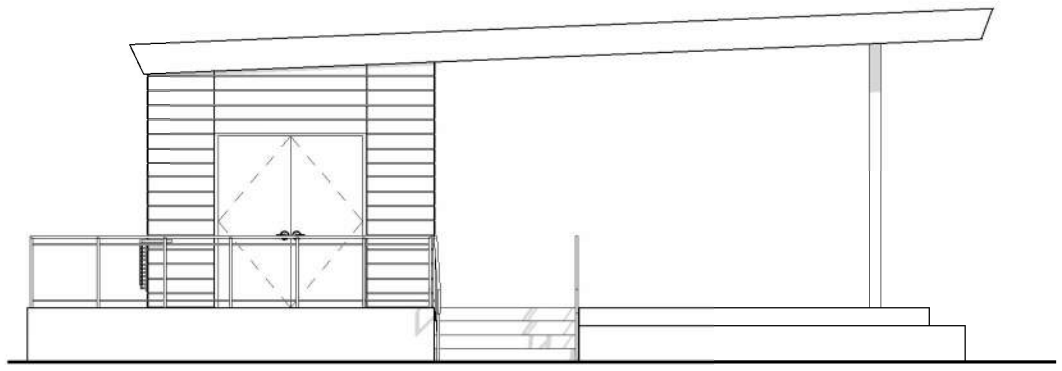
1. FRONT ELEVATION



2. BACK ELEVATION



3. SIDE ELEVATION



4. SIDE ELEVATION

Pavilion Plan & Elevations

LVDL Phase II

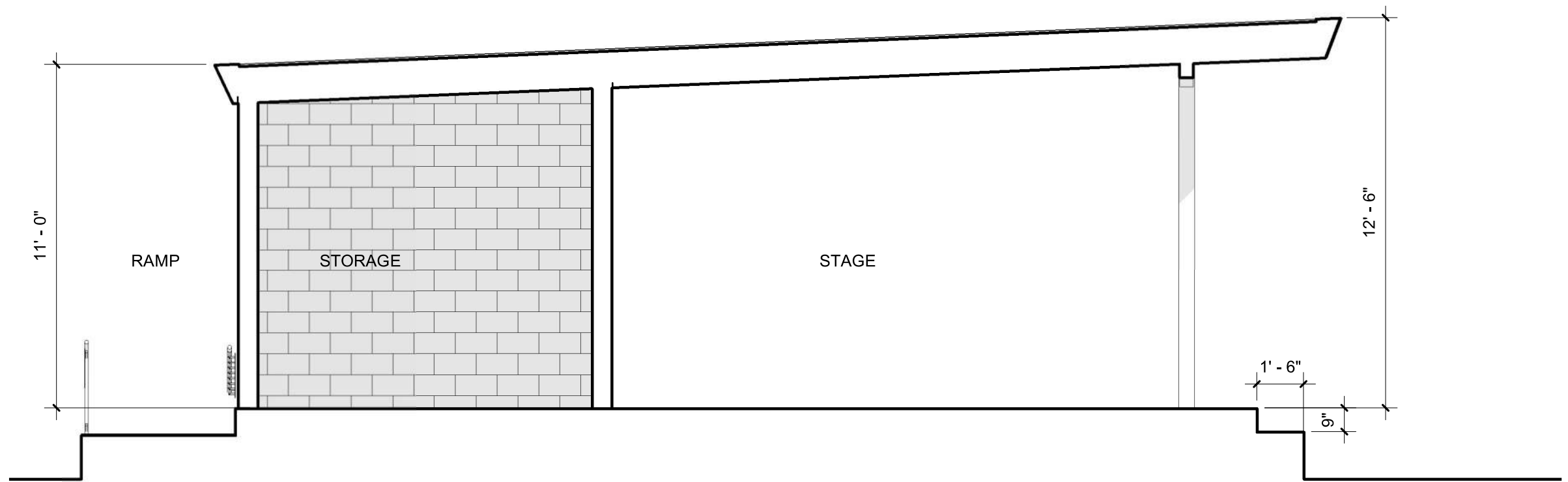
Lindenhurst, IL

1/8" = 1'

NORTH

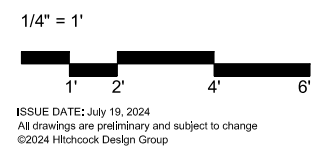
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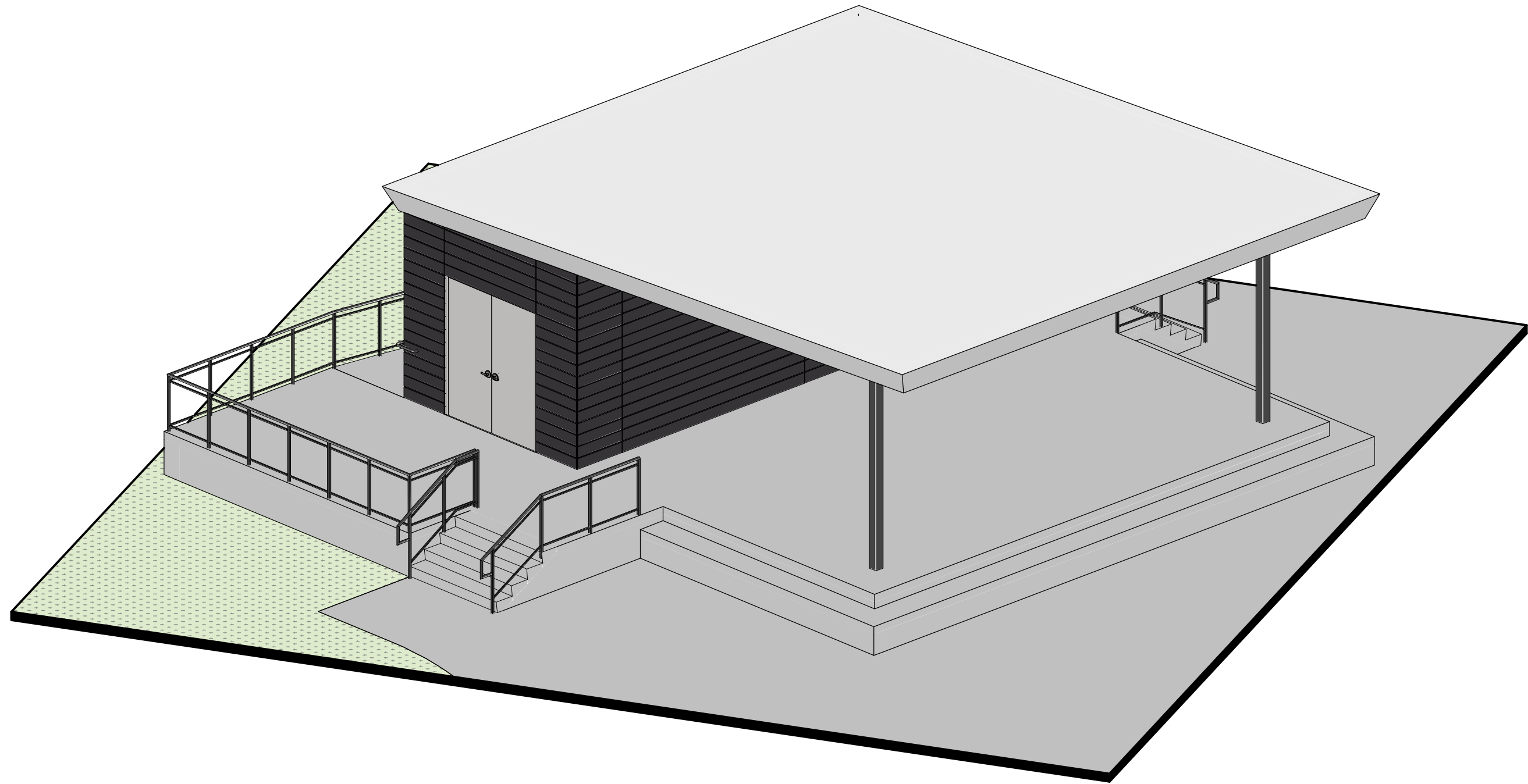


1. STAGE SECTION

Pavilion Section
 LVDL Phase II
 Lindenhurst, IL



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Pavilion 3D Axon View

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LINEAR PLANK EXTERIOR CEILING

PRODUCT: CURTAINTEED 300C

COLOR: CARAVEL TEAK



HIGH-PRESSURE COMPACT PANEL

PRODUCT: TRESPA PURA

COLOR: SLATE EBONY



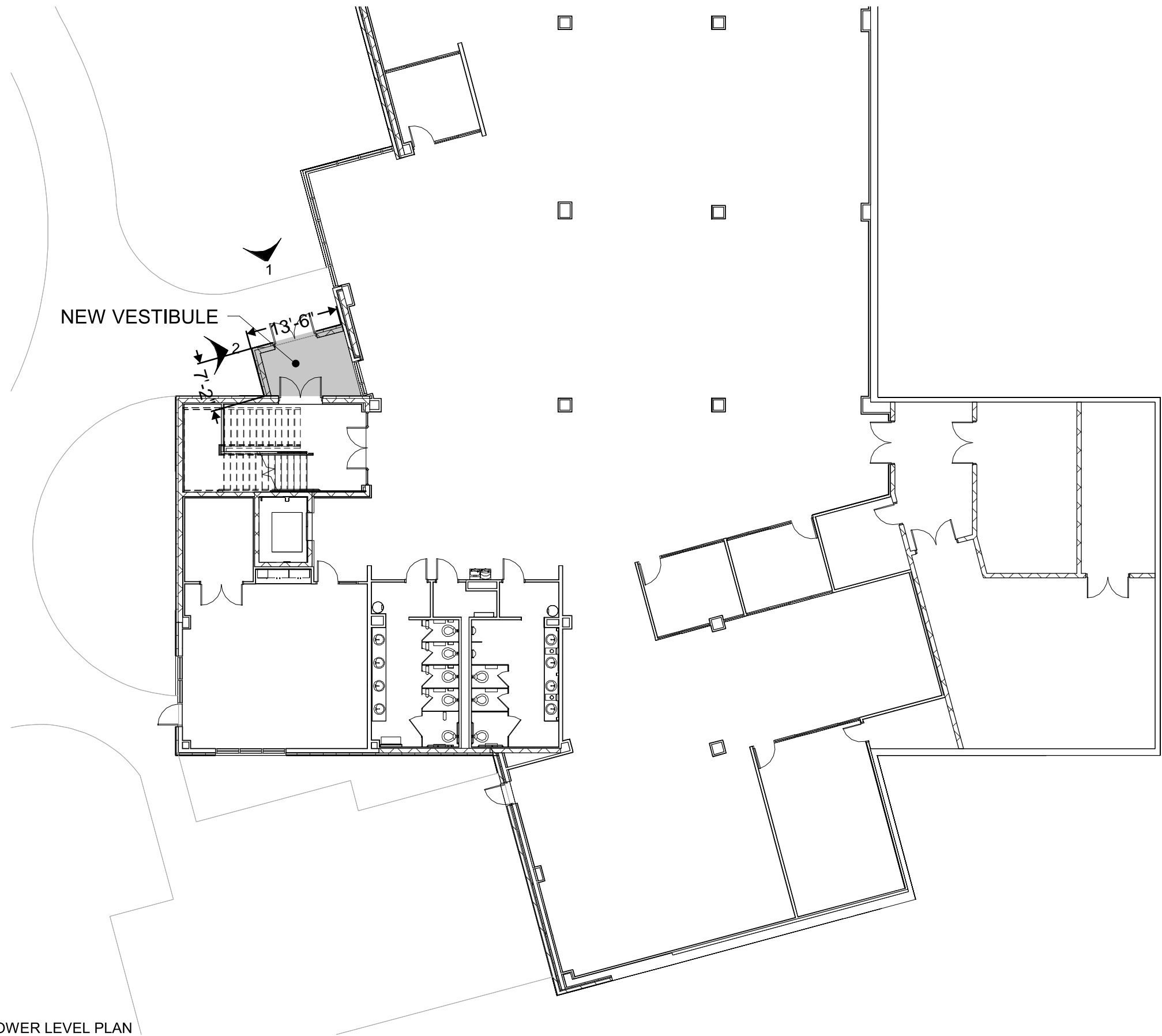
Pavilion Rendering

LVDL Phase II

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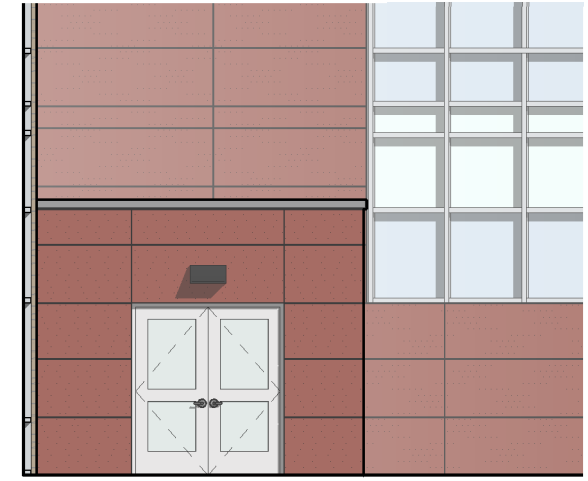
NEW VESTIBULE

1

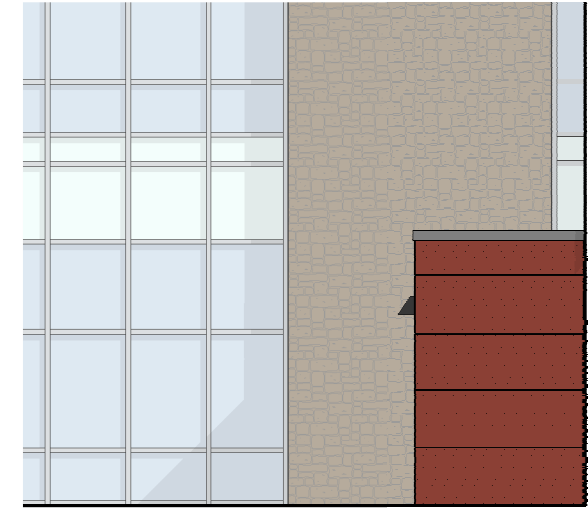
2

13'-6"

LOWER LEVEL PLAN



1. NORTH ELEVATION - 1/8" = 1'

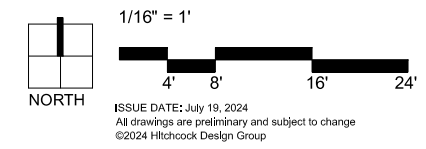


2. WEST ELEVATION - 1/8" = 1'

New Vestitbule Plan & Elevations

LVDL Phase II

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New Vestibule Rendering

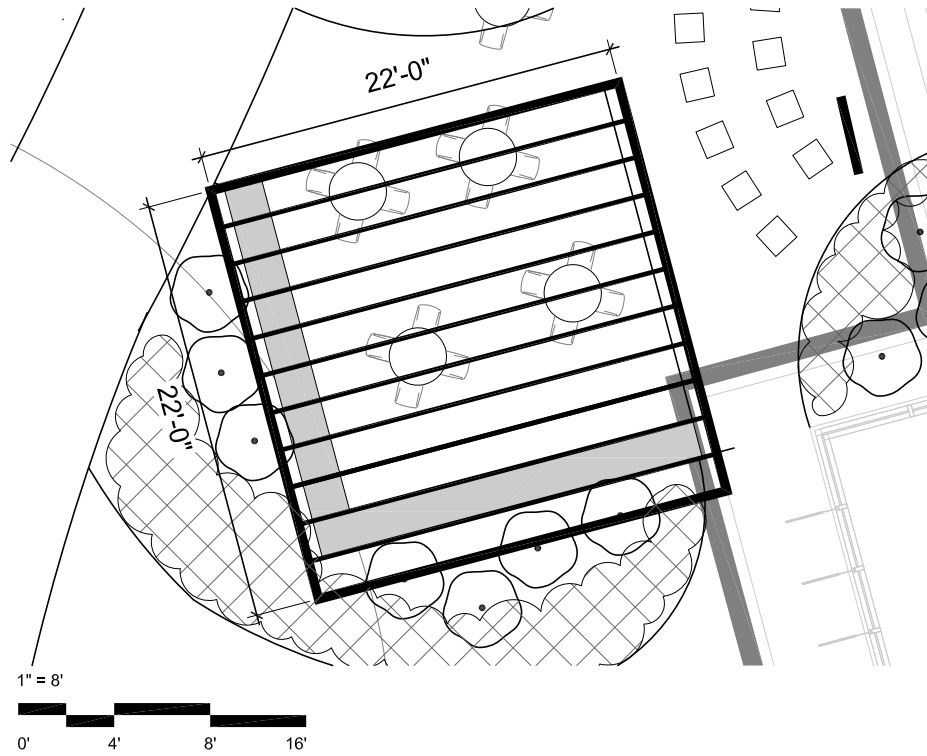
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Typical Shade Structure Plan | Qty: 3

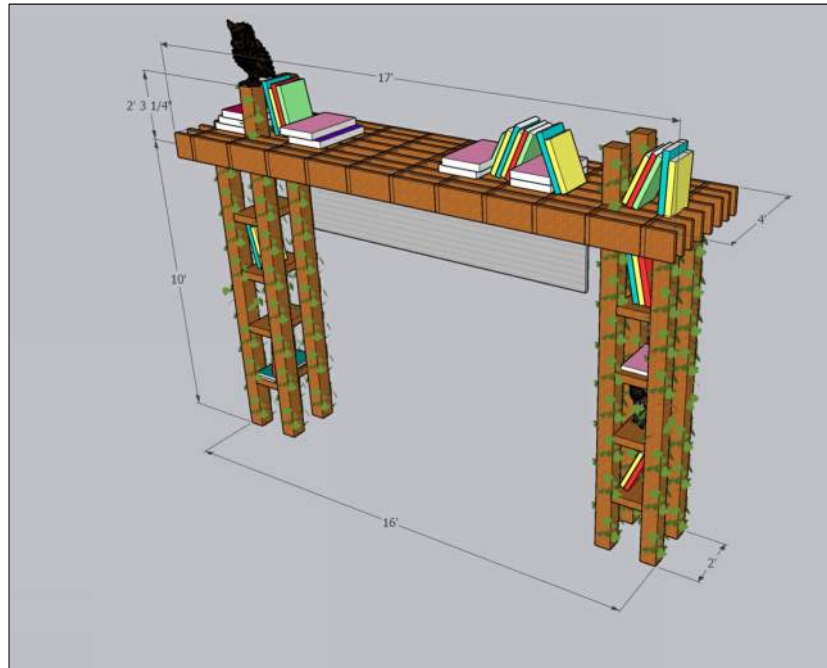


3D view of proposed structures.



Landscape Forms Upfit model .

Entry Arbor Dimensions



Shade Structures & Arbor

LVDL Phase II

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- Approx. Phase II Limits
- - - Silt Fence
- Prop. Storm Sewer
- Prop. Underdrain
- ← Drainage Arrow - Overland
- ⊗ Prop. Catch Basin

Preliminary Engineering Plan
LVDL Phase II
 Lindenhurst, IL

1" = 60'

0' 30' 60' 180'

NORTH

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- PLANTING LEGEND**
- Shade Tree, typical.
 - Columnar Tree, typical.
 - Intermediate Tree, typical.
 - Evergreen Tree, typical.
 - Shrub, typical.
 - Perennial, Groundcover and Annual
 - Sod
 - Planting Bed

- Deciduous shrub, typical
- Columnar tree, typical
- Sod, typical
- Perennial planting, typical
- Shade tree, typical
- Intermediate tree, typical
- Evergreen shrub, typical
- Evergreen tree, typical

NATURAL AREA
701403,
9 3401405

EXISTING MARSH

WETLANDS DELINEATED BY JHWETCO, INC 05/27/16

WETLANDS EXTENTS

100' BUFFER

PHASE II PROJECT LIMITS

POND PLAT RESTRICTION

Landscape Plan

LVDL Phase II

Lindenhurst, IL

1" = 60'

0' 30' 60' 180'

NORTH

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Plant Schedule

Code	Botanical Name	Common Name	Size
Shade Trees			
ASM2.5	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5" C
AFB2.5	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	2.5" C
AMI2.5	Acer miyabei 'Morton'	State Street Miyabe Maple	2.5" C
ACM2.5	Aesculus x carnea 'Fort McNair'	Fort McNair Red Horsechestnut	2.5" C
BNI.08	Betula nigra	River Birch	4' HT
COV1.5	Carya ovata	Shagbark Hickory	1.5" C
COC2.5	Celtis occidentalis	Common Hackberry	2.5" C
GBA2.5	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2.5" C
GTS2.5	Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Thornless Honeylocust	2.5" C
GDI2.5	Gymnocladus dioicus	Kentucky Coffeetree	2.5" C
LTU2.5	Liriodendron tulipifera	Tuliptree	2.5" C
PMT2.5	Platanus x acerifolia 'Morton Circle'	Exclamation! London Planetree	2.5" C
QAL2.5	Quercus alba	White Oak	2.5" C
QB12.5	Quercus bicolor	Swamp White Oak	2.5" C
QMA2.5	Quercus macrocarpa	Bur Oak	2.5" C
QRU2.5	Quercus rubra	Red Oak	2.5" C
TD12.5	Taxodium distichum	Common Baldcypress	2.5" C
TAM2.5	Tilia americana	American Linden	2.5" C
UFR2.5	Ulmus carpinifolia x parvifolia 'Frontier'	Frontier Elm	2.5" C
ULM2.5	Ulmus japonica x wilsoniana 'Morton'	Accolade™ Elm	2.5" C
Columnar Trees			
ART2.5	Acer x freemanii 'JFS-KW78'	Armstrong Gold Freeman Maple	2.5" C
GBP2.5	Ginkgo biloba 'PIN 2720' Princeton Sentry	Princeton Sentry Ginkgo	2.5" C
LSE2.5	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweetgum	2.5" C
QXN2.5	Quercus x warei 'Nadler'	Kindred Spirit Oak	2.5" C
Intermediate Trees			
AGR.06	Acer griseum	Paperbark Maple	6' HT
AMA.06	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6' HT
CCA.06	Carpinus caroliniana	American Hornbeam	6' HT
CCD.06	Cercis canadensis	Eastern Redbud	6' HT
COK.06	Cornus kousa	Kousa Dogwood	6' HT
CVW.06	Crateagus viridus 'Winter King'	Winter King Green Hawthorn	6' HT
HVE.06	Hamamelis vernalis	Vernal Witchhazel	6' HT
HVI.06	Hamamelis virginiana	Common Witchhazel	6' HT
MRR.06	Malus 'Royal Raindrops'	Royal Raindrops Crabapple	6' HT
MGR.06	Malus 'Golden Raindrops'	Golden Raindrops Crabapple	6' HT
MVI.06	Magnolia virginiana	Sweetbay Magnolia	6' HT
PAM.04	Prunus americana	Wild Plum	4' HT
Evergreen Trees			
ABO.06	Abies concolor	White Fir	6' HT
PAB.06	Picea abies	Norway Spruce	6' HT
PAD.06	Picea glauca 'Densata'	Black Hills White Spruce	6' HT
POM.06	Picea omorika	Serbian Spruce	6' HT
PFL.06	Pinus flexilis	Limber Pine	6' HT
TPL.06	Thuja plicata	Western Redcedar	6' HT

Code	Botanical Name	Common Name	Size
Deciduous Shrubs			
AAB18	Aronia arbutifolia	Red Chokeberry	18" HT
AMM18	Aronia melanocarpa 'Morton'	Iroquois Beauty™ Black Chokeberry	18" HT
CSI18	Cornus sericea 'Isanti'	Dwarf Redtwig Dogwood	18" HT
DLO18	Diervilla lonicera	Dwarf Bush-honeysuckle	18" HT
FSB18	Forsythia x 'Nimbus'	Show Off Sugar Baby Forsythia	18" HT
HAN18	Hydrangea arborescens 'Annabelle'	Annabelle Smooth Hydrangea	18" HT
HQF18	Hydrangea paniculata 'Quick fire'	Quick Fire Hydrangea	18" HT
HQP18	Hydrangea quercifolia 'Pee Wee'	Pee Wee Oakleaf Hydrangea	18" HT
IVD18	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	18" HT
IVR18	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	18" HT
MYP18	Myrica pennsylvanica	Bayberry	18" HT
PDM18	Physocarpus opulifolius 'Donna May'	Little Devil Eastern Ninebark	18" HT
PSW18	Physocarpus opulifolius 'Seward'	Summer Wine Ninebark	18" HT
PFG18	Potentilla fruticosa 'Goldfinger'	Goldfinger Bush Cinquefoil	18" HT
RHG18	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	18" HT
RAL18	Ribes alpinum	Alpine Currant	18" HT
SBT18	Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea	18" HT
SJL18	Spiraea japonica 'NCSX2'	Double Play Doozie Spirea	18" HT
SXP18	Syringa x 'Penda'	Boomerang Purple Lilac	18" HT
VCC18	Viburnum carlesii 'Compactum'	Compact Koreanspice Viburnum	18" HT
VPR18	Viburnum prunifolium	Blackhaw Viburnum	18" HT
WSB18	Weigela florida "Bokrasopin"	Weigela Sonic Bloom Pink	18" HT
Evergreen Shrubs			
JCK18	Juniperus chinensis 'Kallay Compact'	Kallay Compact Chinese Juniper	18" HT
JSG18	Juniperus chinensis 'Sea Green'	Sea Green Chinese Juniper	18" HT
PMU18	Pinus Mugo	Mugo Pine	18" HT
TMD18	Taxus x media 'Densiformis'	Dense Anglojap Yew	18" HT
TMV18	Taxus x media 'Everlow'	Everlow Anglojap Yew	18" HT
TOW48	Thuja occidentalis 'Hetz Wintergreen'	Wintergreen Eastern Arborvitae	18" HT
Broadleaf Evergreens			
BGM18	Buxus x 'Green Mound'	Green Mound Boxwood	18" HT
Perennials			
ATS6	Allium tanguticum 'Summer Beauty'	Summer Beauty Ornamental Chive	1 GAL
AHU6	Amsonia hubrichtii	Narrow Leaf Bluestar	1 GAL
AHH6	Anemone sylvestris	Snowdrop Anemone	1 GAL
AWL6	Aster x 'Woods Light Blue'	Woods Light Blue Aster	1 GAL
BCU6	Bouteloua curtipendula	Sideoats Grama	1 GAL
CAB6	Calamagrostis brachytricha	Korean Feather Reed Grass	1 GAL
CAK6	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 GAL
CNN6	Calamintha nepeta	Calamint	1 GAL
EPH6	Echinacea purpurea 'Kim's Knee High'	Kim's Knee High Purple Coneflower	1 GAL
EPS6	Echinacea purpurea 'White Swan'	White Swan Coneflower	1 GAL
GXR6	Geranium x 'Rozanne'	Rozanne Geranium	1 GAL
HGB6	Hemerocallis 'Going Bananas'	Going Bananas Daylily	1 GAL
HRO6	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	1 GAL
HMP6	Heuchera micrantha 'Palace Purple'	Small Flowered Coral Bells	1 GAL
HJU6	Hosta 'June'	June Hosta	1 GAL
HRS6	Hosta 'Royal Standard'	Royal Standard Plantain Lily	1 GAL
NFN6	Nepeta x faassenii 'Novanepjun'	Junior Walker Catmint	1 GAL
PSH6	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 GAL
RSV6	Rudbeckia fulgida var. speciosa 'Viette's Little Suzy'	Viette's Little Suzy Black-eyed Susan	1 GAL
SBH6	Salvia x sylvestris 'Blue Hill'	Blue Hill Salvia	1 GAL
SAJ6	Sedum x 'Herbstfreude'	Autumn Joy Sedum	1 GAL
SHE6	Sporobolus heterolepis	Prairie Dropseed	1 GAL
SSC6	Solidago speciosa	Showy Goldenrod	1 GAL
SMH6	Stachys monnieri 'Hummelo'	Hummelo Betony	1 GAL
SOT6	Symphotrichum (Aster) oblongifolium 'October Skies'	October Skies Aromatic Aster	1 GAL
VWA	Veronica 'Wizard of Ahhs'	Wizard of Ahhs Spike Speedwell	1 GAL

Landscape Plan - Plant Schedule

LVDL Phase II

Lindenhurst, IL



CROOKED LAKE

LAKE VILLA DISTRICT LIBRARY

N MUNN ROAD

DITTMER LN

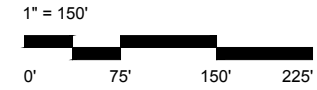
MALLARD RIDGE DR

PROPERTY LINE

Aerial Photograph of Site and Surrounding Area

LVDL Phase II

Lindenhurst, IL



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Studio GC



August 12, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: B. Economic Incentive Agreement with Brainstorm, 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: \$30,000 from the Economic Development Fund

Within Budget: Yes No

Suggested Motion: **Approve an economic incentive agreement with Brainstorm, Inc. in an amount not to exceed \$30,000**

Voting Record:

Trustee Chybowski
 Trustee Dickson
 Trustee Dunham
 Trustee Grace

Trustee Rosten
 Trustee Suchy
 Mayor Marturano

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

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

Above space reserved for recorder's use

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

THE VILLAGE OF LINDENHURST

AND

BRAINSTORM, INC.

(625 North Bridgeport Terrace, Lindenhurst, Illinois)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("*Agreement*"), is dated the _____ day of _____, 2024 ("*Effective Date*"), and is by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation with offices located at 2301 E. Sand Lake Road, Lindenhurst, Illinois ("*Village*") and **BRAINSTORM, INC.** an Illinois Sub-S Corporation with offices located at 625 North Bridgeport Terrace, Lindenhurst, Illinois ("*Recipient*") (the Village and Recipient are collectively referred to as "*Parties*" and sometimes individually as a "*Party*").

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

SECTION 1. RECITALS.

A. The Recipient is owner of the property commonly known as 625 North Bridgeport Terrace, Lindenhurst, Illinois, legally described in Exhibit A ("*Property*").

B. The Recipient operates a retail store known as Brainstorm ("*Business*") on the Property for the last 21 years.

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

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

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

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

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

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

SECTION 2. ECONOMIC INCENTIVE AWARD.

A. Subject to this Agreement's terms, the Village agrees to provide to the Recipient an award in the amount of Thirty Thousand and 00/100ths (\$30,000) Dollars ("**Award**") to allow the Recipient to invest in the Business and to support the Business's success in the Village.

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

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

SECTION 3. MAINTENANCE.

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

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

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

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

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

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

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

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

SECTION 5. INSURANCE AND INDEMNIFICATION.

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

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

those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Recipient, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

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

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

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

SECTION 6. RECIPIENT'S OBLIGATIONS.

A. Construction of Improvements.

1. Construction. The Recipient shall construct and install the Improvements on the Property in substantial compliance with the project scope, site plans,

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

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

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

SECTION 7. TERM.

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

VILLAGE OF LINDENHURST, an Illinois municipal corporation

By: _____
Dominic Marturano, Mayor

ATTEST:

By: _____
Melissa Forsberg, Village Clerk

Dated: _____

BRAINSTORM, INC., an Illinois Sub S Corporation

By: Margaret Wilson

Name: Margaret Wilson

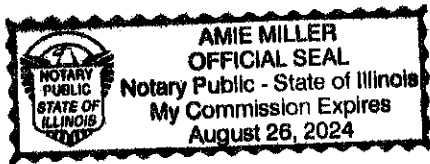
Title: Owner

Dated: July 25, 2024

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and official seal, this 25 day of July, 2024.



Seal

Amie Miller

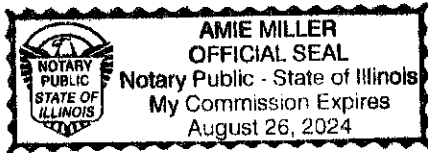
Signature of Notary

My Commission expires: August 26, 2024

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

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

Given under my hand and official seal, this 25 day of July, 2024.



Seal

Amie Miller
Signature of Notary

My Commission expires: August 26 2024

Exhibit A

Property's Legal Description

Bridgeport Terrace Resub; Office Bldg 1
Lot 4

P.I.N.: 02-25-306-063

Commonly Known As: 625 N. Bridgeport Terrace, Lindenhurst, Illinois

Exhibit B

Application

[Attached]

Exhibit C

Description and Depiction of Improvements

[Attached]



LEAP APPLICATION

Lindenhurst Economic Assistance Program

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

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

Lake Villa | Lindenhurst | Round Lake Area Chamber of Commerce Membership

Current Member [Click Here to Become Silver Member, or receive \\$195 Credit Toward Existing Membership](#)

TYPE OF APPLICANT

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

BUSINESS INFORMATION

Applicant Name: Margaret Wilson

Business Name: Brainstorm, Inc.

Business Address: 625 North Bridgeport Terrace

Business Phone Number: 847.606.2578 Business Email: margie@brainstorm-education.com

Number of Employees: 8 EIN: 30-0096005

Description of Business: Retail business for educational materials, toys, games, and gifts.

CORRESPONDENCE INFORMATION (If different than DBA) Same as above

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

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

Roof repairs - see attached

TOTAL GRANT AWARD REQUESTED

\$30,000

APPLICATION ATTACHMENTS

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

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

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

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

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

TERMS & CONDITIONS

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

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

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

Initials

CERTIFICATION

Dated this _____ day of July, 2024

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

Applicant

President

Title

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