



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, December 9, 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 November 25, 2024
- IV. Treasurer's Report for November 2024
- V. Bills Presented for Payment
- VI. Board and Staff Reports
 - a. Promotion of Police Sergeants – Bill Splitt, James Siefken
- VII. Public Comment on Agenda Items
- VIII. New Business
 - A. Ordinance 24-12-2305: Establishing the 2024 Property Tax Levy
 - B. Ordinance 24-12-2306: Amending Section 111.20 of the Village Code to Increase the Number of Class A Liquor Licenses by One – Emily's Pancake House
 - C. Approval: Economic Incentive Agreement – Ace Hardware
 - D. Approval: 2025 Village Board and Commission Regular Public Meeting Dates
- IX. Public Comment
- X. Executive Session
- XI. Adjournment

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

VILLAGE OF LINDENHURST
2301 E Sand Lake Road

Regular Village Board Meeting Minutes
November 25, 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, Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Tom Jones, Operations Director Kevin Klahs, Assistant to the Village Administrator Karleen Long, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of November 11, 2024, were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Chybowski, to approve the minutes from the Regular Village Board Meeting of November 11, 2024 as presented.
1. Voice Vote
Aye - 6
Nay - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Dickson to approve the second set of bills for the month of November presented for payment in the amount of \$380,688.94 for invoices due on or before November 25, 2024.
1. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Board & Staff Reports

- A. Trustee Grace wished to thank the police department and staff for their efforts with the recent ERIN clean-up. All their hard work as appreciated.

- B. Mayor Marturano reported on the following:
 - 1. Spoke about receiving a thank you from the 100 Club of Illinois for our recent donation.
 - 2. The Santa Sleigh and tree lighting ceremony will be Saturday, December 7.

VII. Public Comment on Agenda Items

- A. Mr Richard Hill, the purchaser of Lucky Penny's II, introduced himself, spoke about his background, and outlined his vision for this location.

VIII. New Business

- A. Ordinance 24-11-2302: Amending Section 111.20 of the Village Code to Increase the Number of Liquor Licenses by Two - Hitz the Spot - 2050 E Grand Avenue & Steph's Place - 1854 E Grand Avenue
 - 1. Hitz the Spot was recently granted a special use permit for a new business in the Lindenhurst Center. In addition to requesting a Class A liquor license, a request has been submitted for a video gaming endorsement. Per the Owner supplied information, the requirement of gaming versus non-gaming space will be met.
 - 2. Mr. Richard Hill is purchasing the Lucky Penny's II business on Grand Avenue. Although it is the intent to update the menu to offer "higher end classy bites", the floor plan is staying the same. However, there may be a possibility of expansion in the future to allow for more space/seating and to move the gaming to an out of sight location. Mr Hill is also requesting a Class A license with a video gaming endorsement (Class A-V).
 - 3. Trustee Dunham made a motion, seconded by Trustee Grace to approve Ordinance 24-11-2302 amending Section 111.20 of the Village Code to add two AV Liquor licenses - Hitz the Spot and Steph's Place.
 - a. Roll Vote
 - Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
 - Nay - 0Motion carried.
- B. Ordinance 24-11-2303: Amending the Village Code to Adopt Updated Building and Other Construction-Related Codes
 - 1. The State of Illinois has codified Public Act 103-0510. This will require building code standards be adopted or followed effective January 1, 2025. The law establishes a minimum construction standard for those communities that do not have adopted building codes.
 - 2. Since 2017, the Village adopted and followed the 2012 editions of the major building codes:
 - a. International Building Code (IBC)
 - b. International Residential Code (IRC)
 - c. International Existing Building Code (IEBC)
 - d. International Fire Codes (IFC) and others with amendments
 - 3. The State now requires the code followed be published in the current year, or the preceding nine years. While reviewing the code, it was determined it would be most beneficial to follow the codes with our overlapping districts to improve consistency of enforcement and to simplify the permit process. It should be noted, Lake Villa

proceeded in a similar manner and wished to adopt uniform codes with the County and Fire District.

4. During discussions with overlapping entities, it was recommended the 2018 code edition be utilized as the foundational codes for our update with some administrative amendments. These changes would be effective January 1, 2025. Permits issued prior to this date will be reviewed and inspected based on the 2012 codes.
5. Trustee Dickson made a motion, seconded by Trustee Suchy to approve Ordinance 24-11-2303 amending the Village Code to adopt updated building and other construction related codes.
 - a. Roll Vote
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

C. Ordinance 24-11-2304: Authorizing the Village of Lindenhurst to leave the dissolving Lake County Emergency Telephone System Board (ETSB) and Approving its entry in the Glenview Joint Emergency Telephone System Board (JETSB)

1. Currently, 911 funding is collected by the State of Illinois with a tax on telephone bills. Surcharges collected for Lindenhurst have then been distributed to Lake County's Emergency Telephone System Boards (ETSB). This has been beneficial as our investments have been returned in the form of new equipment to officers to assist with emergency communications capabilities.
2. The current Lake County Emergency Telephone System Board (ETSB) is dissolving to make room for the new countywide joint dispatching center, or Lake County Consolidated Emergency Communications ("LakeComm"). With the dissolution of the current ETSB program, we have been informed our funding will be distributed to LakeComm. Unfortunately, with the new changes, we will no longer receive equipment or return on our funding with this new group.
3. As a result, staff inquired about procedures to transfer the surcharges from the dissolving ETSB and attribute them to Glenview JETSB. Funds being transferred to Glenview JETSB will allow us to offset the operational costs incurred for dispatching services.
4. Trustee Grace made a motion, seconded by Trustee Chybowski to approve Ordinance 24-11-2302 authorizing the departure from Lake County ETSB and approving the entry in the Glenview Joint Emergency Telephone System Board (JETSB).
 - a. Roll Vote
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

IX. **Public Comment**

- A. Dave Mohry thanked the board for adopting an updated building code and feels this will benefit all involved.

X. **Executive Session**

A. None.

XI. **Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
1. Voice Vote
Aye - 6
Nay - 0
Motion carried.
 2. The meeting was adjourned at 7:43pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

CASH SUMMARY BY FUND FOR VILLAGE OF LINDENHURST
 FROM 11/01/2024 TO 11/30/2024
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 11/01/2024	Total Debits	Total Credits	Ending Balance 11/30/2024
01	GENERAL FUND	4,999,274.69	456,117.31	330,414.29	5,124,977.71
06	I.M.R.F./F.I.C.A. 06	286,234.24	598.11	6,865.91	279,966.44
11	IT FUND	64,723.52	4,808.94	7,802.85	61,729.61
14	LIABILITY INSURANCE 14	95,154.66	5,516.95	15,288.50	85,383.11
15	MOTOR FUEL TAX 15	2,349,538.06	63,587.32	2,612.25	2,410,513.13
19	CONTROLLED SUBSTANCE ACT 19	4,547.51	0.00	0.00	4,547.51
21	COMMUNITY CAPITAL	5,226,156.73	40,461.63	84,119.46	5,182,498.90
22	DUI SB 740 FUND 22	6,867.12	532.23	0.00	7,399.35
23	PRISON REVIEW AGENCY FUND 23	9,968.29	0.00	0.00	9,968.29
24	MISCELLANEOUS ESCROW 24	449,028.02	251.00	23,696.58	425,582.44
25	SHOP WITH A COP FUND 25	10,712.81	298.50	5,098.50	5,912.81
27	CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30	REFUSE & RECYCLING 30	427,661.48	96,271.69	120,828.20	403,104.97
40	ECONOMIC DEVELOPMENT FUND	234,646.59	0.00	12,756.80	221,889.79
41	GRAND AVENUE TIF FUND	172,570.67	0.00	8,830.00	163,740.67
46	SPECIAL SERVICE AREA 4 - 46	23,994.09	0.00	0.00	23,994.09
50	VEHICLE REPLACEMENT FUND 50	414,553.64	0.00	0.00	414,553.64
60	UTILITY FUND 60	1,117,873.08	421,780.50	355,888.35	1,183,765.23
61	WATER/SEWER CAPITAL FUND 61	1,693,517.06	43,621.78	508.72	1,736,630.12
89	SANITARY DISTRICT	21,873.70	9,286.18	21,873.70	9,286.18
	TOTAL - ALL FUNDS	17,614,295.52	1,143,132.14	996,584.11	17,760,843.55

Fund	Department	Line Item	Item Description	Amount
APPLIED AIR LLC				
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL		WASTEWATER TREATMENT FACILITY UFINFLUENT POLD HEATER REPL.	7,840.00 D
COMMUNITY CAPITAL	ADMINISTRATION		VILLAGE FACILITIES AND EQUIPMENT OPS BLD. GARAGE HEATER INSTALL	8,000.00 D
			Vendor Total:	15,840.00
B & B INSTRUMENTS, INC				
UTILITY FUND 60	WATER		DISTRIBUTION SYSTEM REPAIRS	
			RESERVOIR TRANSDUCER REPLACEMENT	1,813.14
			Vendor Total:	1,813.14
BRAVO SERVICES, INC				
GENERAL FUND	BUILDING & GROUNDS		CLEANING CONTRACT	NOVEMBER 2024 CUSTODIAL SERVICES
GENERAL FUND	POLICE		BUILDING & GROUNDS MTCE POLICE	NOVEMBER 2024 CUSTODIAL SERVICES
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		CUSTODIAL SERVICE	NOVEMBER 2024 CUSTODIAL SERVICES
			Vendor Total:	2,396.34
CENTRAL LAKE COUNTY J.A.W.A				
UTILITY FUND 60	WATER		CLCJAWA WATER SUPPLY PURCHASE	CLCJAWA WATER - USAGE FOR NOVEME
			Vendor Total:	76,033.26
CINTAS				
GENERAL FUND	BUILDING & GROUNDS		CLEANING CONTRACT	MATS FOR VH
GENERAL FUND	PUBLIC WORKS		UNIFORMS	UNIFORMS
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		UNIFORMS	UNIFORMS
GENERAL FUND	POLICE		BUILDING & GROUNDS MTCE POLICE	MATS FOR PD
GENERAL FUND	PUBLIC WORKS		UNIFORMS	FLOOR MATS PW/UNIFORMS
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		UNIFORMS	FLOOR MATS PW/UNIFORMS
GENERAL FUND	PUBLIC WORKS		CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS
GENERAL FUND	PUBLIC WORKS		SAFETY SUPPLIES & SERVICES	FIRST AID REFILL - PW
			Vendor Total:	523.60
CLARK BAIRD SMITH LLP				
GENERAL FUND	ADMINISTRATION		LEGAL EXPENSES	LEGAL SERVICES
			Vendor Total:	375.00
COLETTE & ANO PLUMBING CO.				
UTILITY FUND 60	WATER		REPAIRS & MAINTENANCE	OPS BLD. WATER HEATER REPAIR
UTILITY FUND 60	SEWER		EQUIPMENT REPAIRS & MAINTENANCE	OPS BLD. WATER HEATER REPAIR
			Vendor Total:	1,753.50
COMCAST CABLE				
IT FUND			TELEPHONE/INTERNET	PW INTERNET
IT FUND			TELEPHONE/INTERNET	VH, PD & PW TELEPHONE - NOVEMBER
			Vendor Total:	1,202.64
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS		STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS
GENERAL FUND	PUBLIC WORKS		STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS
			Vendor Total:	227.00
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES
GENERAL FUND	POLICE		OPERATING SUPPLIES	OPERATING SUPPLIES
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES
GENERAL FUND	POLICE		OPERATING SUPPLIES	OPERATING SUPPLIES
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES
GENERAL FUND	POLICE		OPERATING SUPPLIES	OPERATING SUPPLIES
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	OPERATING SUPPLIES
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES
GENERAL FUND	POLICE		OPERATING SUPPLIES	OPERATING SUPPLIES
			Vendor Total:	299.99

Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	POLICE	TRAINING & CONFERENCES	RIFLE RANGE RENTAL	500.00
			Vendor Total:	500.00
CUTLER WORKWEAR				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS - MILLER	191.49
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS - MILLER	287.23
			Vendor Total:	478.72
DATA INTEGRATORS, INC.				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	1,188.95 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	297.24 D
			Vendor Total:	1,486.19
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#22-17 - OIL CHANGE	24.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#22-17 - OIL CHANGE	16.00
			Vendor Total:	40.00
DEKIND COMPUTER CONSULTANTS				
IT FUND		COMPUTER SERVICES	JANUARY 2025 MONTHLY IT SUPPORT	4,422.54 D
GENERAL FUND	POLICE	CONTRACT COMPUTER SERVICES	JANUARY 2025 MONTHLY IT SUPPORT	2,805.00 D
			Vendor Total:	7,227.54
FALLING WATERS MASTER				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE REPLACEMENT - 2822 F	200.00
			Vendor Total:	200.00
FERGUSON WATERWORKS #2516				
UTILITY FUND 60	WATER	WATER METER UPGRADE	METER STOCK	8,440.96
			Vendor Total:	8,440.96
FIRST AMERICAN BANK				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	LOCK BOX FEES - NOVEMBER 2024	99.27
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LOCKBOX	LOCK BOX FEES - NOVEMBER 2024	397.07
REFUSE & RECYCLING 30		MERCHANT FEES	CREDIT CARD FEES - NOVEMBER 2024	686.94
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	MERCHANT FEES	CREDIT CARD FEES - NOVEMBER 2024	2,747.77
			Vendor Total:	3,931.05
FIRST AMERICAN BANK				
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	CHAMBER OF COMMERCE - ANNUAL MAY	160.00
GENERAL FUND	ADMINISTRATION	COMMUNITY ACTIVITY	CHIPOTLE - CITIZEN'S ACADEMY GRA	355.34
IT FUND		SOFTWARE SUPPORT/LICENSING	ZOOM VIDEO COMMUNICATIONS	15.99
GENERAL FUND	PUBLIC WORKS	CONTINGENCY	AMAZON - PROJECTOR BULB REPLACEM	19.63
GENERAL FUND	PUBLIC WORKS	CONTINGENCY	AMAZON - FLOAT DECOR	180.00
UTILITY FUND 60	WATER	CONTINGENCY	AMAZON - FLOAT DECOR	150.00
GENERAL FUND	BUILDING & GROUNDS	CONTINGENCIES	AMAZON - FLOAT DECOR	71.63
GENERAL FUND	BUILDING & GROUNDS	VETERANS MEMORIAL MTCE	AMAZON - CABINET MILITARY FLAGS	215.99
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	AMAZON - CONCRETE CLEANER	25.95
GENERAL FUND	ADMINISTRATION	NEWS LETTER	CONSTANT CONTACT	63.00
GENERAL FUND	ADMINISTRATION	EMPLOYEE WELLNESS PROGRAM	BUTERA - STAFF LEFTOVER LUNCHEON	7.80
GENERAL FUND	POLICE	EMPLOYEE WELLNESS PROGRAM	BUTERA - STAFF LEFTOVER LUNCHEON	7.81
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	EMPLOYEE WELLNESS PROGRAM	BUTERA - STAFF LEFTOVER LUNCHEON	7.81
			Vendor Total:	1,280.95
GRANITE TELECOMMUNICATIONS				
GENERAL FUND	POLICE	TELEPHONE	TELEPHONE - PD	273.12 D
			Vendor Total:	273.12
GREAT AMERICAN TIRE & AUTO				
GENERAL FUND	POLICE	VEHICLE SERVICE	#82 - OIL CHANGE	83.13
			Vendor Total:	83.13
GROOT INDUSTRIES, INC				
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	103,964.18 D
			Vendor Total:	103,964.18
HINCKLEY SPRINGS				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	36.47
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	112.13
			Vendor Total:	148.60
HYDRAULIC SERVICES, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 52 HYDRAULIC MAIN CONTROL RE	941.94

		BOTH OPEN AND PAID			
Fund	Department	Line Item	Item Description	Amount	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 52 HYDRAULIC MAIN CONTROL RE	627.96	
			Vendor Total:	<u>1,569.90</u>	
ILLINOIS FIRE AND POLICE					
GENERAL FUND	POLICE	BOARD OF FIRE/POLICE	MEMBERSHIP DUES THROUGH 01/2026	400.00	
			Vendor Total:	<u>400.00</u>	
IMRF VILLAGE OF LINDENHURST					
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN IMRF	VILLAGE OF LINDENHURST IMRF - NC	3,448.16	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER IMRF	VILLAGE OF LINDENHURST IMRF - NC	3,520.00	
REFUSE & RECYCLING 30		IMRF CONTRIBUTION	VILLAGE OF LINDENHURST IMRF - NC	215.51	
			Vendor Total:	<u>7,183.67</u>	
IPBC					
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	3,429.71	
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	881.25	
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	32,735.15	
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	2,512.79	
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	2,786.00	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - DECEMBEF	8,692.00	
			Vendor Total:	<u>51,036.90</u>	
JOSEPH TEWERS					
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	50/50 TREE REPLACEMENT - 795 COI	200.00	
			Vendor Total:	<u>200.00</u>	
K-TECH SPECIALITY COATINGS, INC.					
MOTOR FUEL TAX 15	PUBLIC WORKS	ROAD SALT	BEET HEET DEICER - STOCK	8,754.16	
			Vendor Total:	<u>8,754.16</u>	
LAGUNAS TREE SERVICE, INC.					
GENERAL FUND	PUBLIC WORKS	TREE MAINTENANCE CONTRACT	BRUSH REMOVAL & STUMP GRINDING	900.00	
			Vendor Total:	<u>900.00</u>	
LAKE COUNTY SHERIFF'S OFFICE					
GENERAL FUND	POLICE	PRINTING & PUBLICATION	SPLITT & SIFKEN ID CARDS	10.00	
			Vendor Total:	<u>10.00</u>	
LAKE COUNTY TREASURER					
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	NOVEMBER 2024 BUILDING SERVICES	697.33	
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	TRAFFIC LIGHTS	784.60	
			Vendor Total:	<u>1,481.93</u>	
LINDE GAS & EQUIPMENT INC.					
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GAS CYLINDERS	48.75	D
			Vendor Total:	<u>48.75</u>	
LINDENHURST SANITARY DISTRICT					
SANITARY DISTRICT		SANITARY DIST CONNECTION FEE	NOVEMBER 2024 - IN LIEU OF TAXE	9,286.18	
			Vendor Total:	<u>9,286.18</u>	
MANHARD CONSULTING LTD					
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	1,268.75	
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	833.75	
			Vendor Total:	<u>2,102.50</u>	
MATHIAS STRICKLAND					
COMMUNITY CAPITAL	ADMINISTRATION	GREEN/SUSTAINABILITY IMPROVEMENT	50/50 CULVERT - 2414 DEERPATH DF	750.00	
			Vendor Total:	<u>750.00</u>	
McCANN INDUSTRIES, INC.					
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#65 SKID STEER SERVICE	1,400.80	
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#65 SKID STEER SERVICE	933.86	
			Vendor Total:	<u>2,334.66</u>	
MENARDS - ANTIOCH					
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	PAINT SUPPLIES	104.96	D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TOOLS	PAINT SUPPLIES	104.95	D
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	PD LIGHTS	39.96	D
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	VH LIGHTING	227.37	D
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	VH LIGHTING	11.76	D
GENERAL FUND	PUBLIC WORKS	TOOLS	PUMP & SUPPLIES	119.99	D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TOOLS	PUMP & SUPPLIES	119.99	D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	PUMP & SUPPLIES	67.41	D

Fund	Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID				
Vendor Total:				796.39
MGT IMPACT SOLUTIONS, LLC.				
GENERAL FUND	ADMINISTRATION	OTHER PROFESSIONAL SERVICES	RECRUITMENT SEARCH FOR CHIEF OF	8,600.00 D
Vendor Total:				8,600.00
MIDWEST OPERATING ENGINEERS				
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	JANUARY 2025 PW INSURANCE	5,978.80
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	JANUARY 2025 PW INSURANCE	8,968.20
Vendor Total:				14,947.00
MONROE TRUCK EQUIPMENT, INC				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	TRK 54 - HYDRAULIC REPAIR	173.68
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	TRK 54 - HYDRAULIC REPAIR	115.79
Vendor Total:				289.47
NORTH SHORE GAS				
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	PD GAS	45.21
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	95.17
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	45.85
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	45.86
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	45.21
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	45.85
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	45.21
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	60.75
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	169.67
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	92.59
Vendor Total:				691.37
PACE ANALYTICAL SERVICES, LLC				
UTILITY FUND 60	SEWER	LAB SERVICE	LAB SERVICES	2,155.20 D
UTILITY FUND 60	SEWER	LAB SERVICE	NOVEMBER WWTF SAMPLING	1,457.40 D
Vendor Total:				3,612.60
PAYNE & DOLAN, INC.				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	2024 MFT 1ST INVOICE	900,000.00 D
REFUSE & RECYCLING 30		ROAD REPAIR CONTRIBUTION	2024 MFT 1ST INVOICE	198,153.59 D
Vendor Total:				1,098,153.59
PAYROLL - EXPENSES				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,644.39
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	165.28
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,699.48
Vendor Total:				5,509.15
PAYROLL - GROSS PAYS				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	6,293.21
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	3.21
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 - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,060.00
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	62,419.64
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,513.70
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	1,438.41
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	12,933.16
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	468.00
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS OVER-TIME	PAYROLL GROSS COMPENSATION	481.92
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	903.59
GENERAL FUND	PUBLIC WORKS	PART TIME WINTER PERSONNEL	PAYROLL GROSS COMPENSATION	168.00
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,611.06
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,780.08
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION	4.28
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	12,933.17
UTILITY FUND 60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	468.00
UTILITY FUND 60	SEWER	SEWER OVER-TIME	PAYROLL GROSS COMPENSATION	481.92
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	903.59
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,466.58
UTILITY FUND 60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	234.00

Fund		Department	BOTH OPEN AND PAID Line Item	Item Description	Amount
UTILITY FUND	60	WATER	OVERTIME	PAYROLL GROSS COMPENSATION	240.96
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	451.79
PAYROLL - PROCESSING FEES				Vendor Total:	125,552.34
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	114.47
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	25.44
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	114.47
				Vendor Total:	254.38
PITNEY BOWES GLOBAL FINANCIAL SERVI					
IT FUND			EQUIPMENT MAINTENANCE	EQUIPMENT LEASE	195.12 D
				Vendor Total:	195.12
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
				Vendor Total:	160.00
SAFEBUILT LLC LOCKBOX 88135					
GENERAL FUND		POLICE	SALARIES-P/T CSO/FRONT DESK	CODE ENFORCEMENT - NOVEMBER	500.00
				Vendor Total:	500.00
SHERWIN INDUSTRIES, INC.					
UTILITY FUND	60	SEWER	SYSTEM REPAIRS & MAINTENANCE	THERMO PLASTIC MANHOLE RINGS	469.54
				Vendor Total:	469.54
SONDAY SERVICES					
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	2511 E THORNWOOD DRIVE - WATER M	4,951.24 D
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	387 NORTHGATE LANE - WATER MAIN	5,868.74 D
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	417 RED ROCK LANE - WATER MAIN F	10,101.24 D
				Vendor Total:	20,921.22
TRAYDMARC LLC					
MISCELLANEOUS ESCROW	24		DEVELOPER DEPOSITS	ESCROW REFUND - HITZ THE SPOT	1,567.78
				Vendor Total:	1,567.78
USA BLUEBOOK					
UTILITY FUND	60	WATER	OPERATING SUPPLIES	PH BUFFERS & POWER PILLOWS	243.05
				Vendor Total:	243.05
USIC LOCATING SERVICES, INC					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATING SERVICES NOVEMBER 2024	LOCATING SERVICES NOVEMBER 2024	4,636.50
				Vendor Total:	4,636.50
VERIZON WIRELESS					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	LS6 OCT/NOV PHONE	18.72
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	TELEPHONE	PW INTERNET, CELL PHONES & TABLE	446.11
GENERAL FUND		POLICE	TELEPHONE	PD CELL PHONES	169.40
				Vendor Total:	634.23
WEX BANK					
GENERAL FUND		POLICE	GAS & OIL	PD FUEL	3,213.34
GENERAL FUND		PUBLIC WORKS	FUEL & OIL	PW FUEL	535.55
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	GAS & OIL	PW FUEL	1,249.63
				Vendor Total:	4,998.52
YELLOWSTONE LANDSCAPE INC					
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	WEEDING GRAND AVE ISLAND BEDS -N	1,521.00 D
UTILITY FUND	60	SEWER	LANDSCAPING CONTRACT	NOVEMBER 2024 MOWING	871.03 D
UTILITY FUND	60	WATER	LANDSCAPING CONTRACT	NOVEMBER 2024 MOWING	186.50 D
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	NOVEMBER 2024 MOWING	1,919.94 D
GENERAL FUND		PUBLIC WORKS	LANDSCAPING CONTRACT	LANDSCAPE MAINTENANCE - 450 ROSE	376.03 D
				Vendor Total:	4,874.50
				Grand Total:	1,612,184.31

Fund Totals:	
GENERAL FUND 01	170,905.87
I.M.R.F./F.I.C.A. FUND 06	6,092.55
IT FUND 11	5,836.29
MOTOR FUEL TAX FUND 15	8,754.16
COMMUNITY CAPITAL FUND 21	908,750.00
MISCELLANEOUS ESCROW FUND 24	3,670.28
REFUSE & RECYCLING FUND 30	308,761.31
UTILITY FUND 60	182,287.67
WATER/SEWER CAPITAL FUND 61	7,840.00
SANITARY DISTRICT FUND 89	<u>9,286.18</u>
Total For All Funds:	\$1,612,184.31

12/04/2024

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LINDENHURST
EXP CHECK RUN DATES 11/11/2024 - 11/11/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 24 MISCELLANEOUS ESCROW 24							
Dept 00							
24-00-3-250	BUILDING & MISC ESCROW	100 CLUB OF ILLINOIS	2024 GOLF OUTING DONATION	111124	11/25/24	8,500.00	63891
			Total For Fund 24 MISCELLANEOUS ESCROW 24			<u>8,500.00</u>	
		Fund Totals:					
			Fund 24 MISCELLANEOUS ESCROW 24			8,500.00	
			Total For All Funds:			8,500.00	



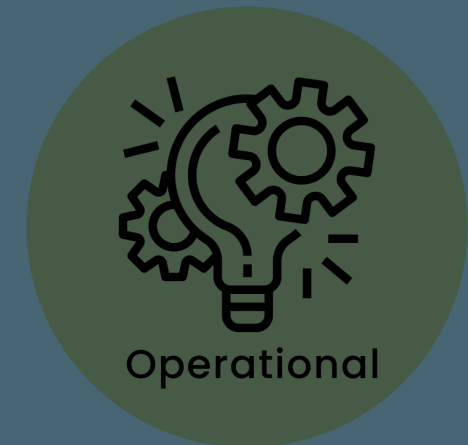
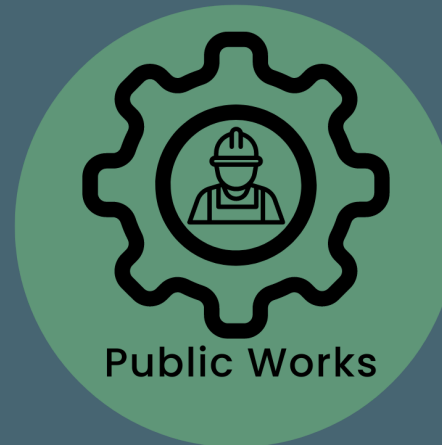
Village of Lindenhurst Strategic Priority Dashboard

Welcome to the Village of Lindenhurst's Strategic Priority Dashboard! This interactive tool provides key performance indicators (KPIs) selected by each Village department and functional area to track progress towards our Strategic Plan and operational goals.

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.

Village Functional Areas



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

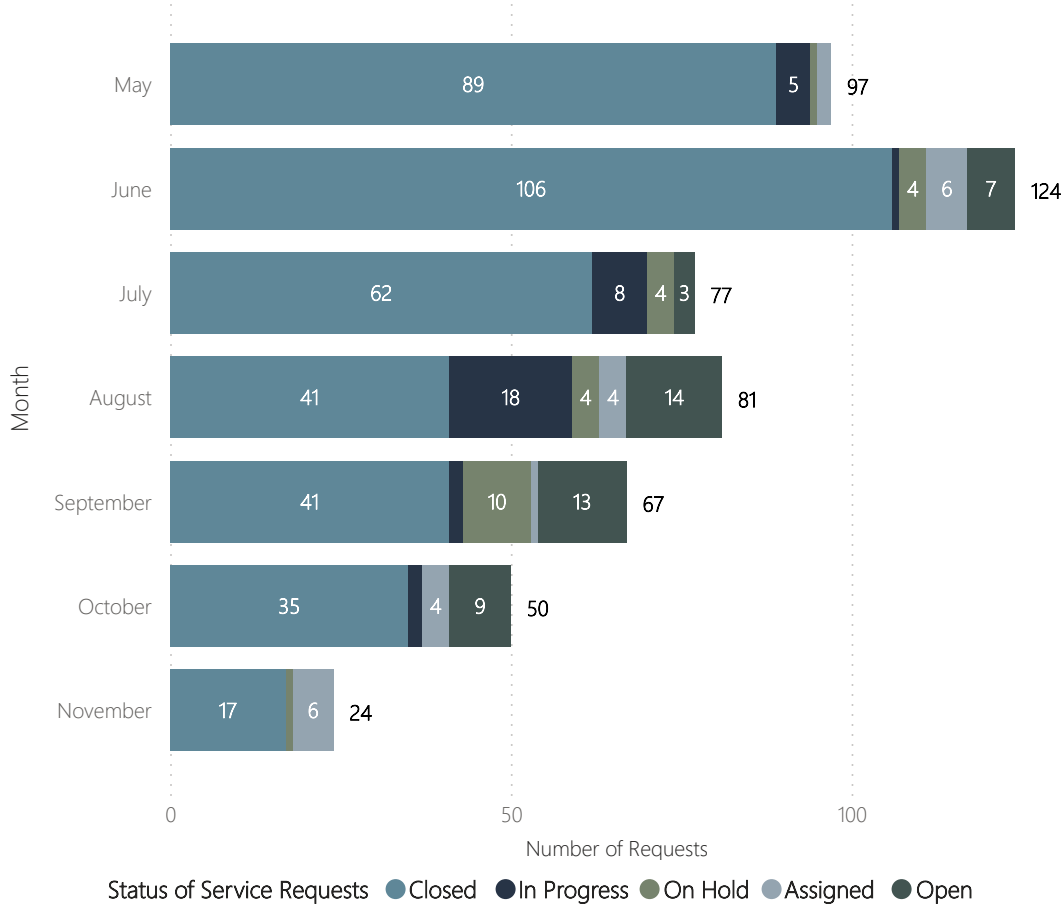


Administration & Communications

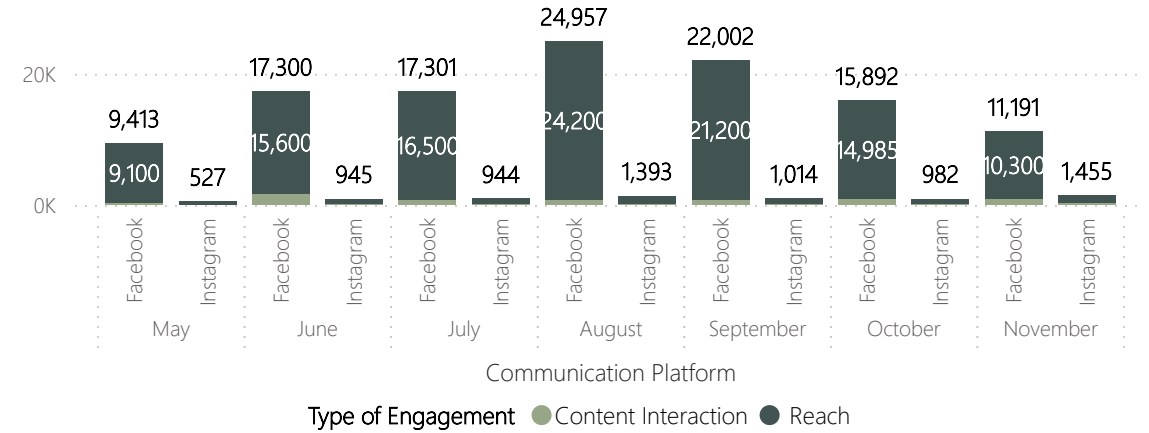
Village Strategic Plan Alignment Key

- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

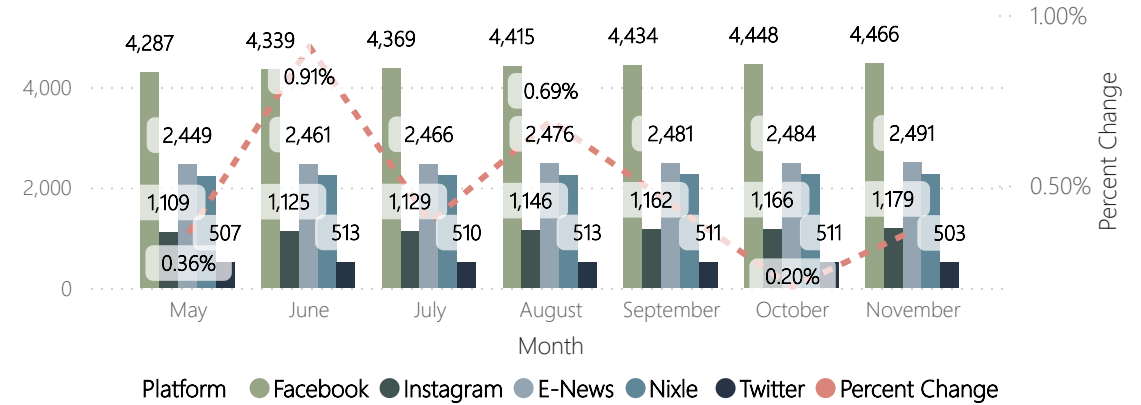
Service Requests Completion



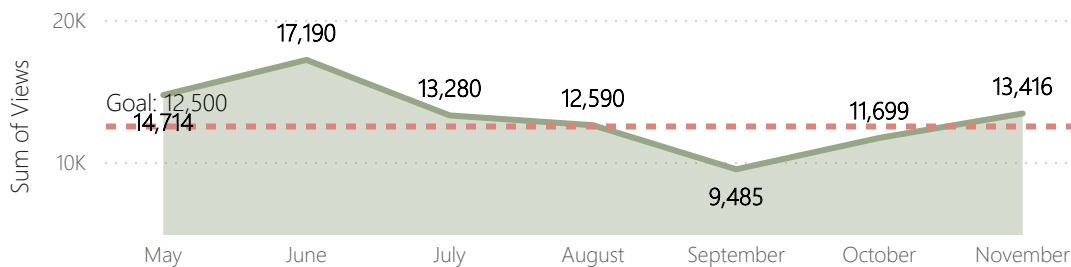
Social Media Total Engagement



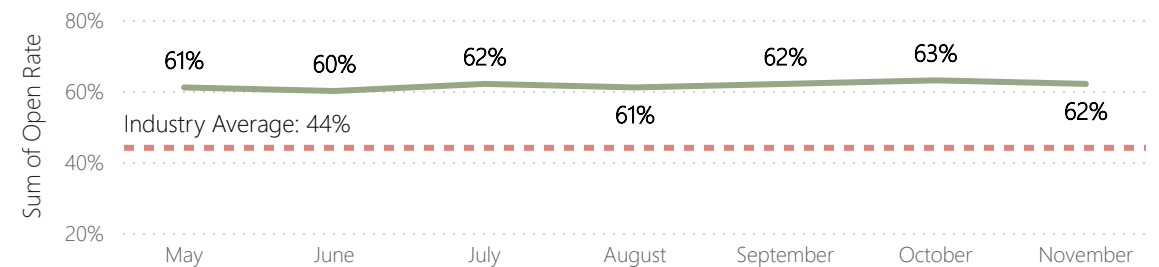
Village Social Media Platform Followers



Website Views



E-Newsletter Open Rate



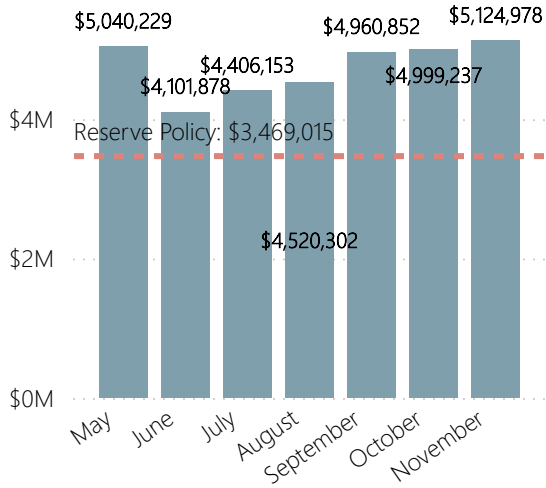


Village Strategic Plan Alignment Key

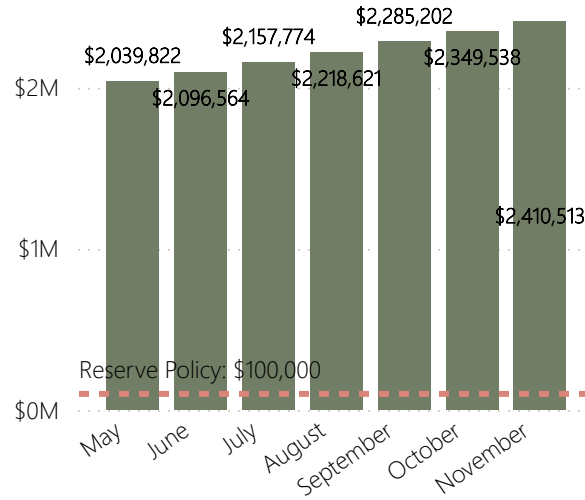
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/ Unaffiliated

Finance

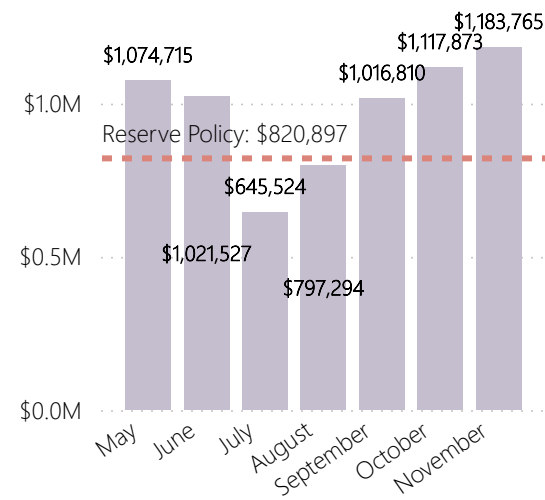
General Fund Cash Balance



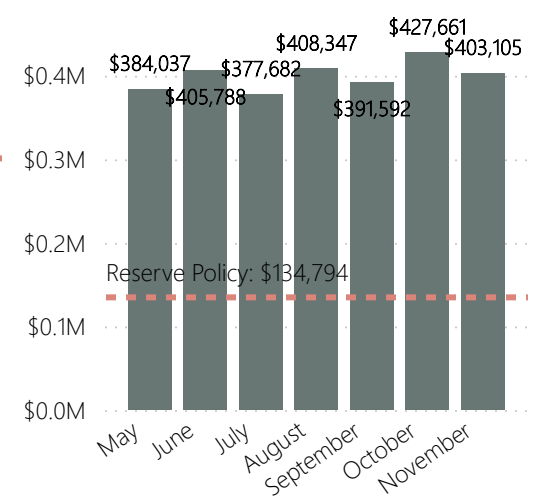
MFT Fund Cash Balance



Water/ Sewer Fund Cash Balance



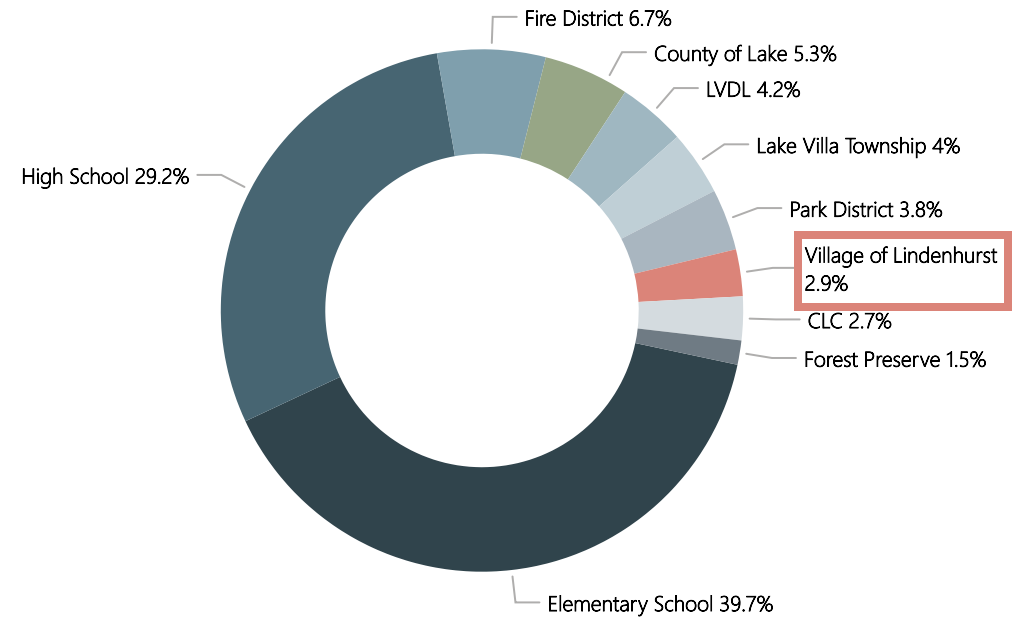
Garbage Fund Cash Balance



Annual Village Property Tax Rate



Property Tax Rate by Taxing Body



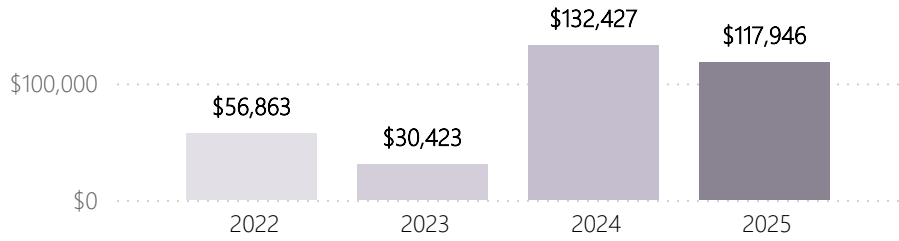


Village Strategic Plan Alignment Key

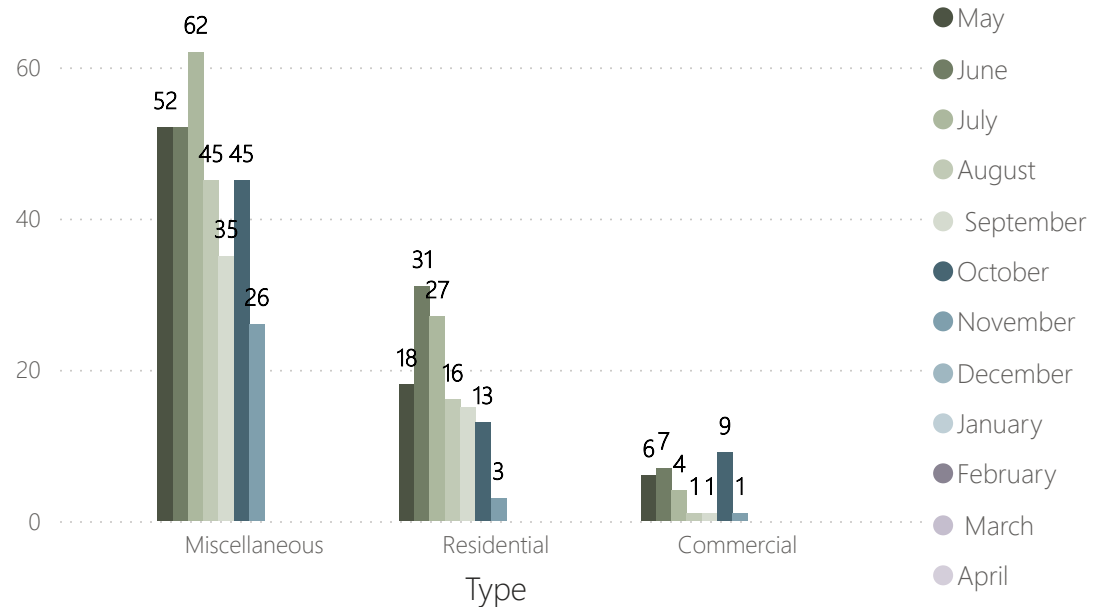
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

Development

LEAP Dollars Awarded to Businesses



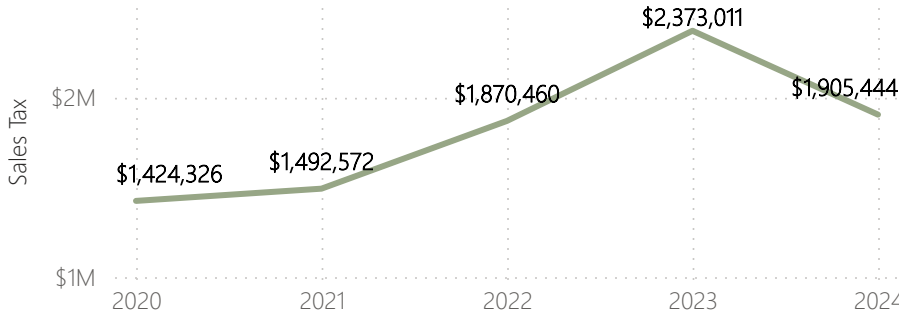
Monthly Building Permit Information



Filter by Fiscal Year

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

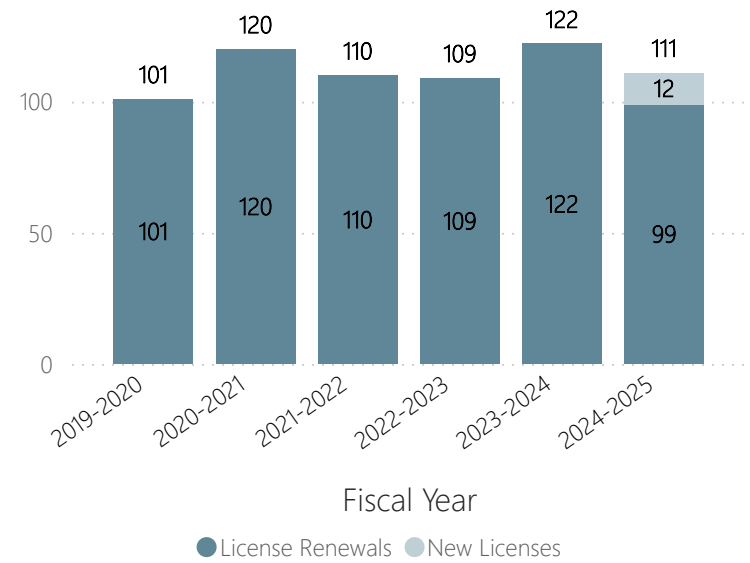
Sales Tax



Lindenhurst Taxable Equalized Assesed Value (EAV)



Fiscal Year Business License Information



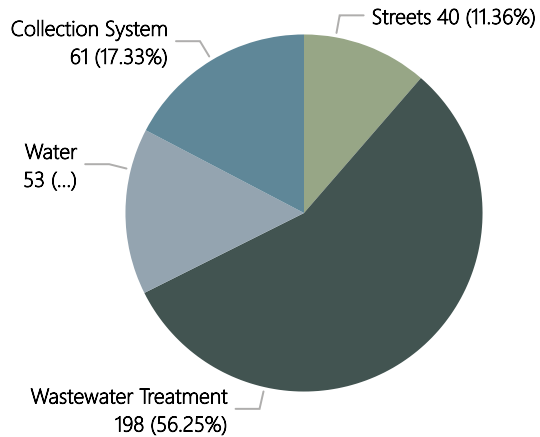


Village Strategic Plan Alignment Key

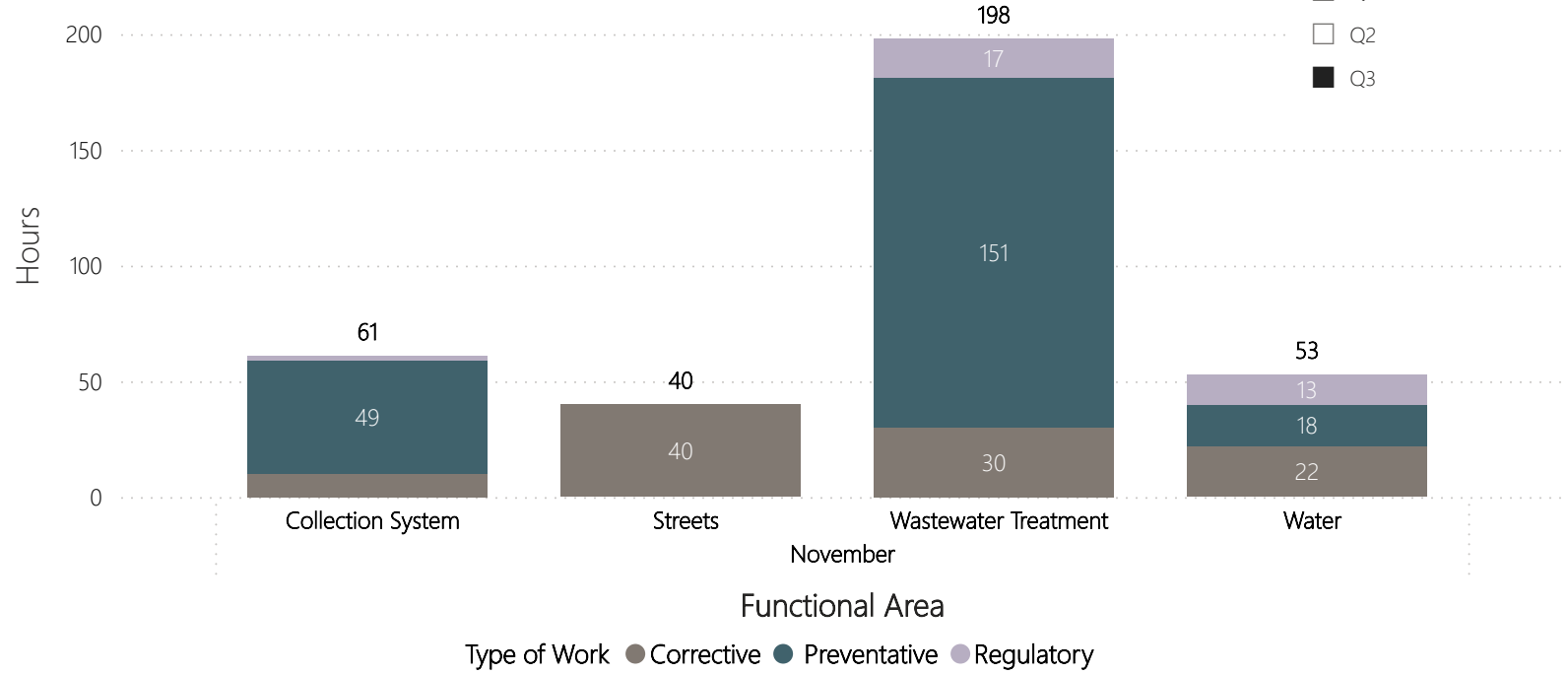
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

Public Works

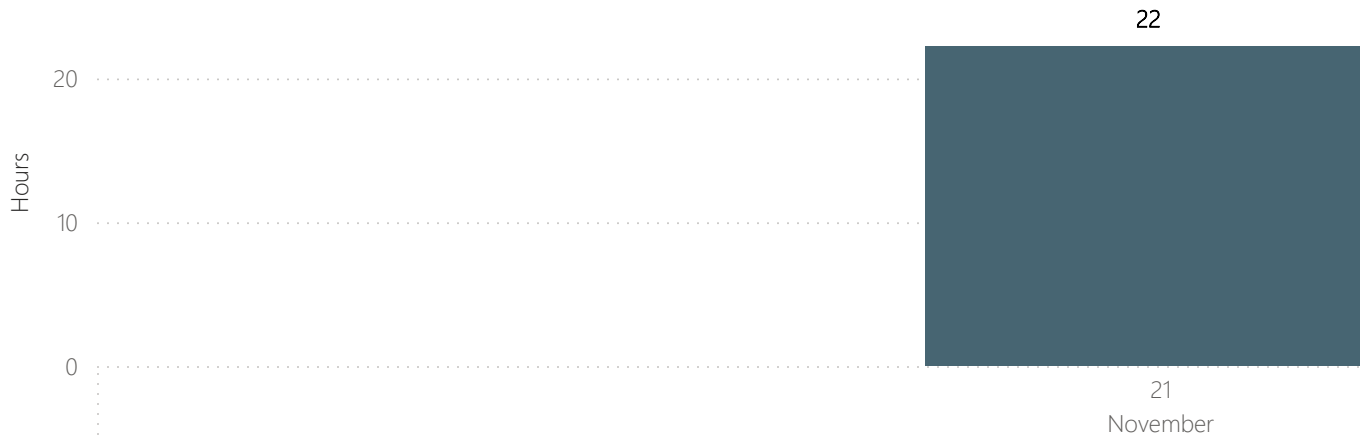
November-Time Spent in Functional Areas



Time Performed in Public Works Functional Area



2024-2025 Snow Season- Hours to Complete Event



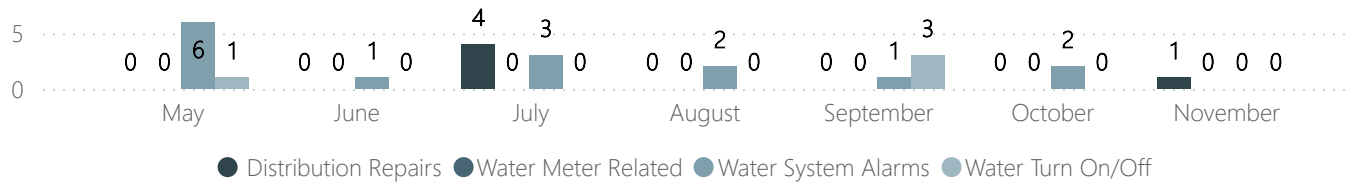


Public Works

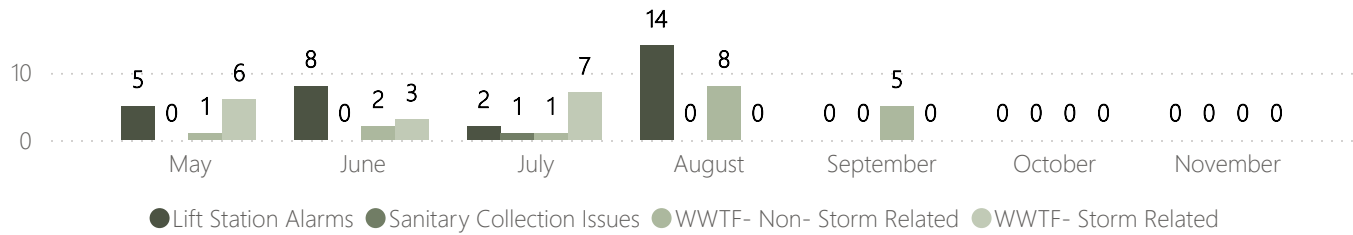
Village Strategic Plan Alignment Key

- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/ Unaffiliated

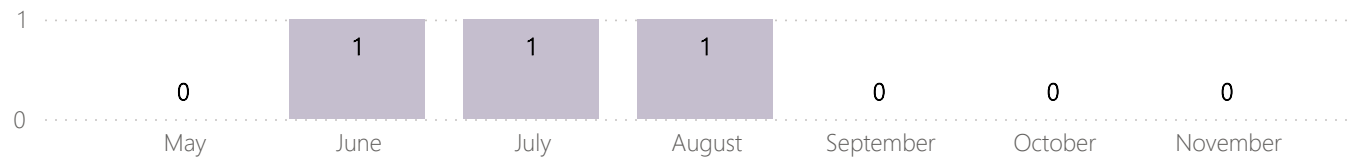
After Hour Call Outs: Water



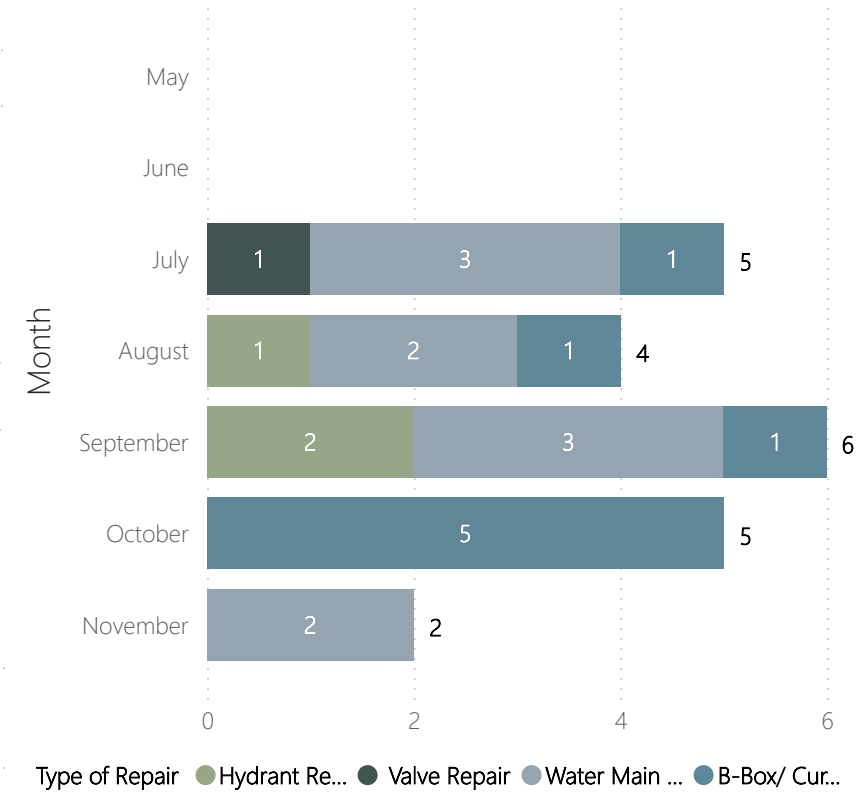
After Hour Call Outs: Sanitary



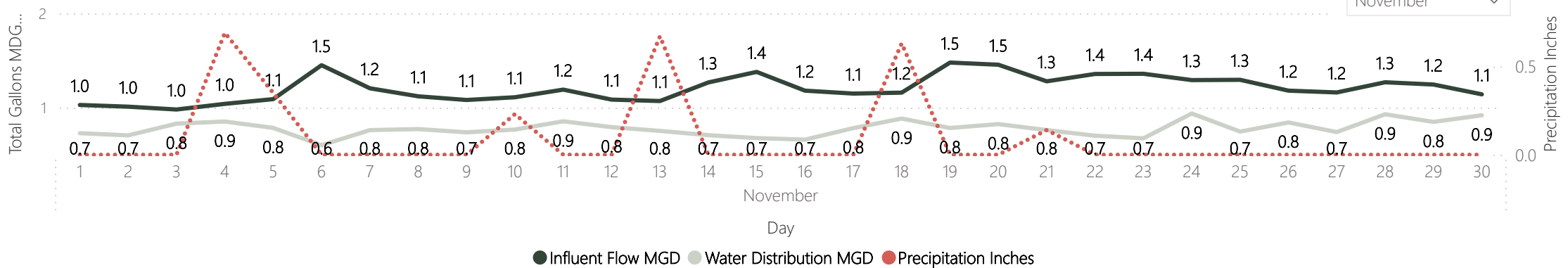
After Hour Call Outs: Streets



Distribution Repairs



Daily Flow Levels with Daily Precipitation



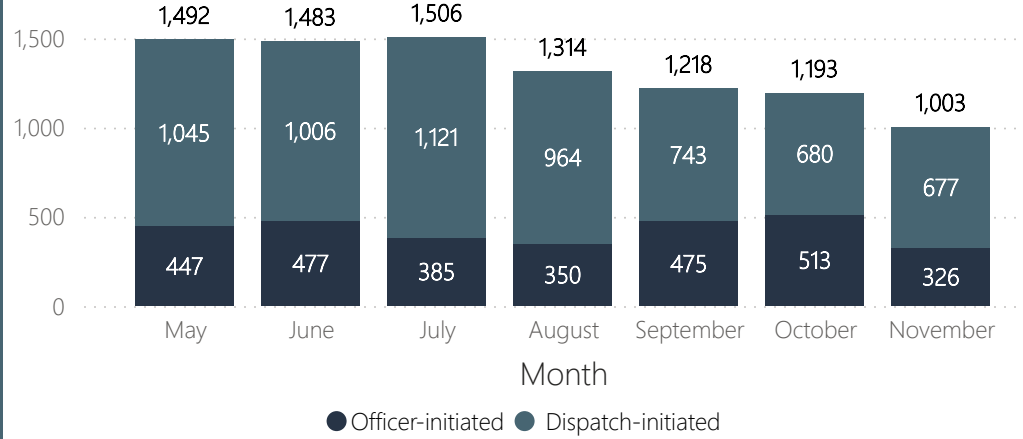


Village Strategic Plan Alignment Key

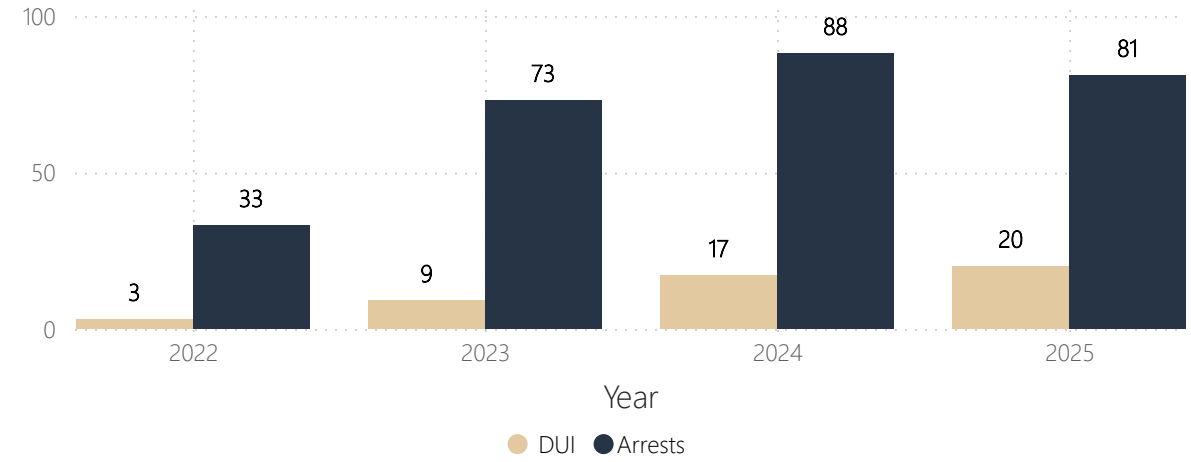
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

Police

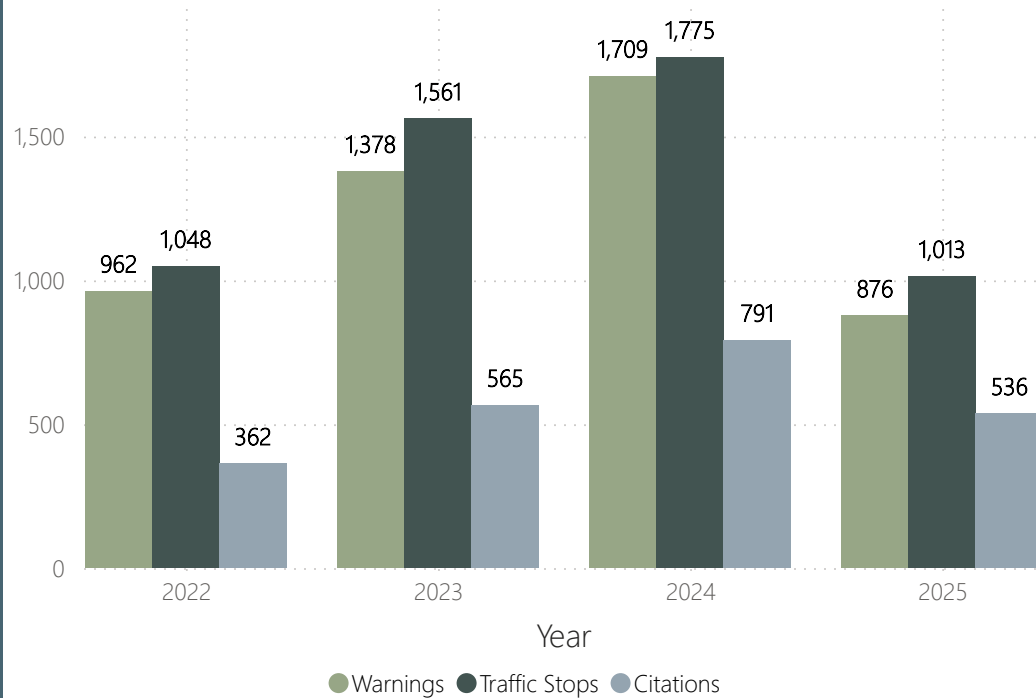
Calls for Service



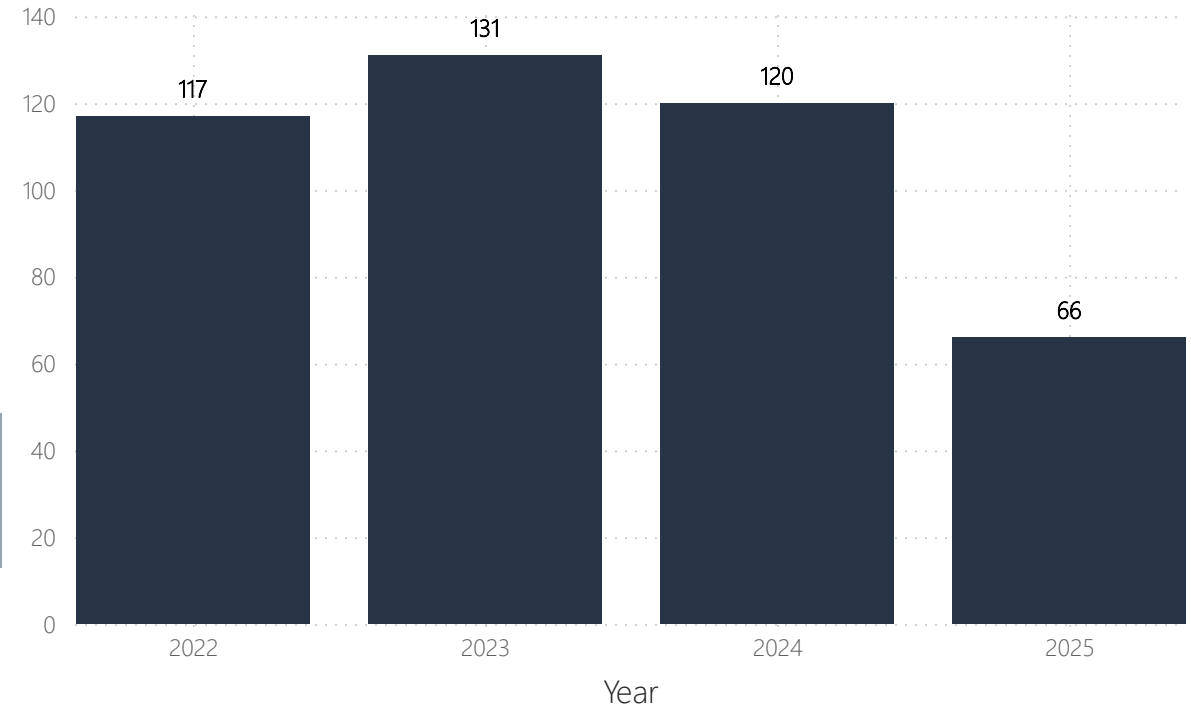
Arrest Data



Traffic Enforcement



Accident Data



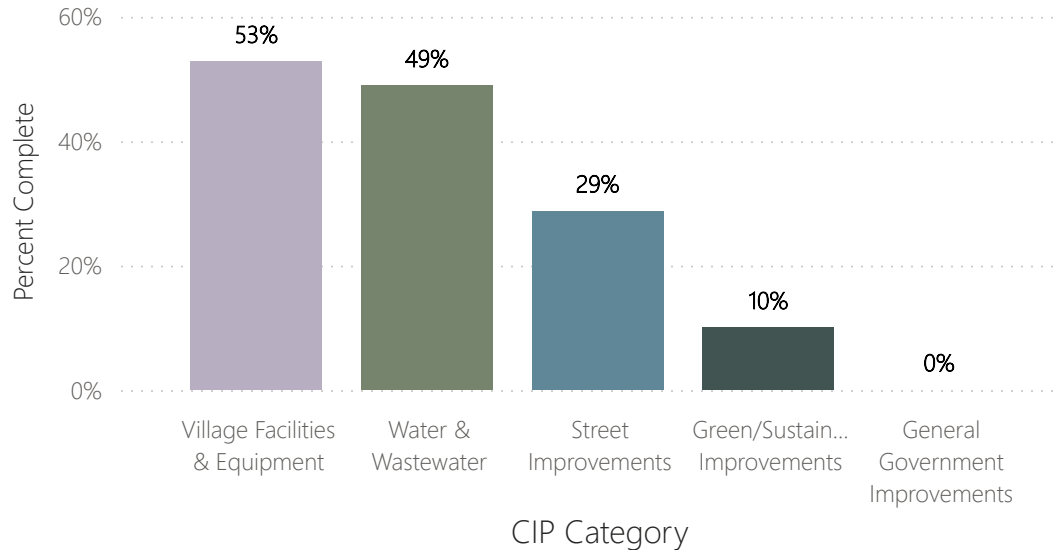


Capital Projects Tracking

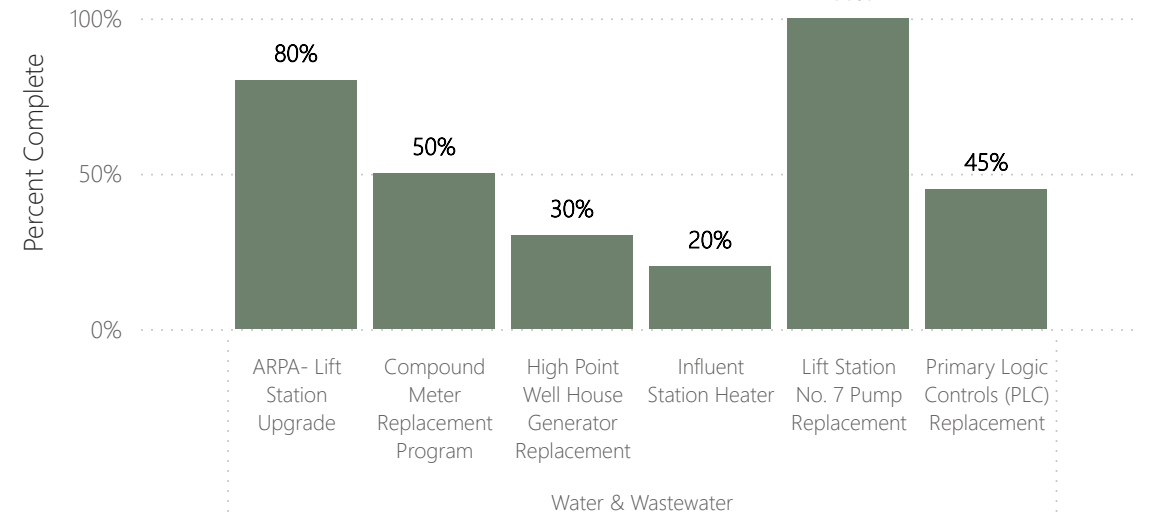
Filter by Capital Project Category

- General Government Improvements
- Green/Sustainability Improvements
- Street Improvements
- Village Facilities & Equipment
- Water & Wastewater

Capital Projects Progress by Category



Capital Projects Progress by Project



Village Strategic Plan Alignment Key

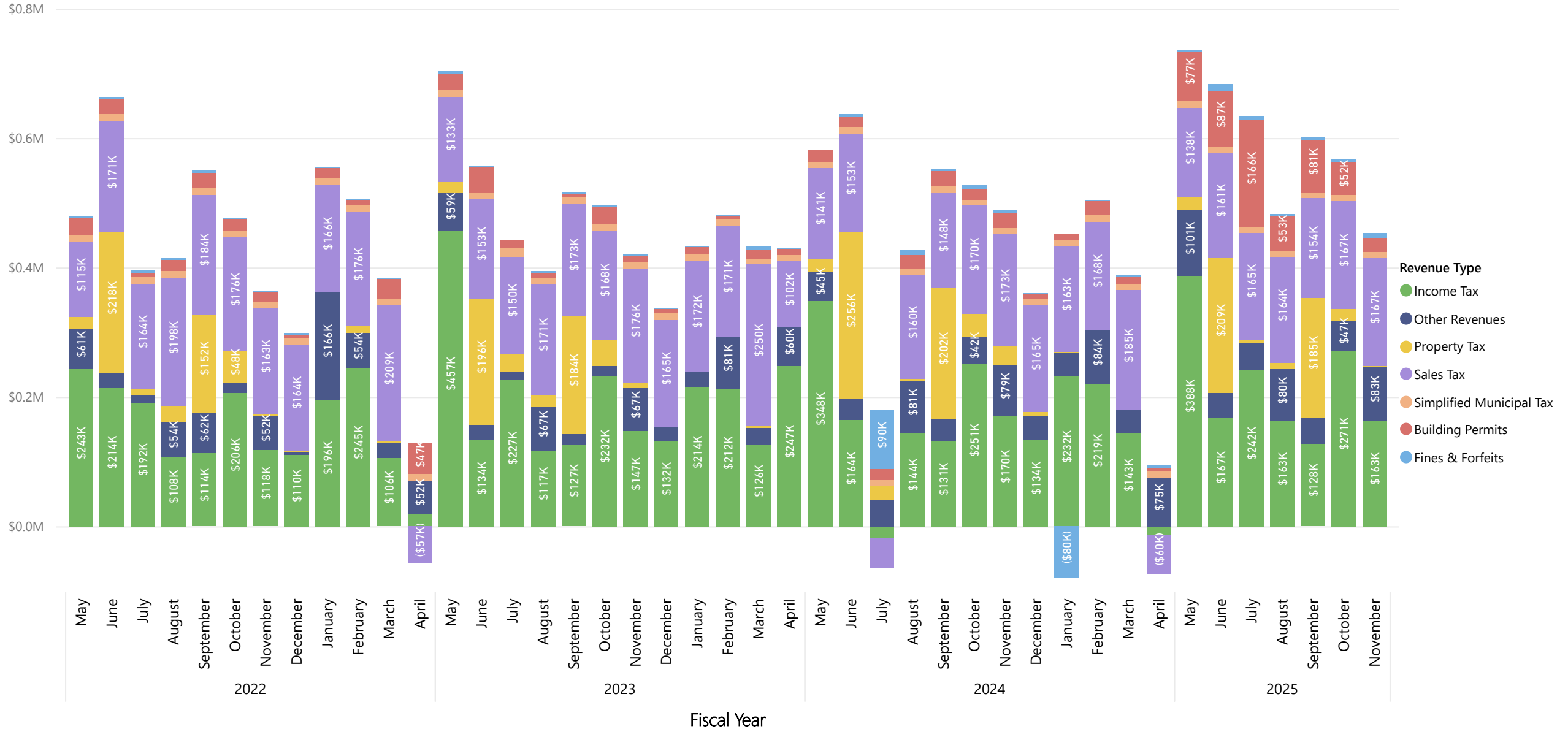
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/ Unaffiliated

CIP Category	% Complete	Project Description
<input type="checkbox"/> Water & Wastewater		
<input type="checkbox"/> Lift Station Upgrades and Improvements		
ARPA- Lift Station Upgrade	80%	Lift station 9 and 10 Control Cabinets installation scheduled for the week of 12-09-2024
Lift Station No. 7 Pump Replacement	100%	Project is completed.
<input type="checkbox"/> Wastewater Facility Improvements		
Influent Station Heater	20%	Waiting on parts to come in and then installation will be scheduled.
Primary Logic Controls (PLC) Replacement	45%	Replacement and programming scheduled to begin on 12-4-2024
SCADA Replacement and Fiber Optics Installation	75%	Fiber optic line is in place, waiting for contractor to begin installing new fiber to ethernet switches.
<input type="checkbox"/> Water Infrastructure Improvements		
Compound Meter Replacement Program	50%	Public works inspected water meter locations. Public Works to order water meters and schedule replacements
High Point Well House Generator Replacement	30%	Contact with a potential vendor was made with suggested options for the replacement of the generator. Public

Village of Lindenhurst Financial Tracking and Detail Report



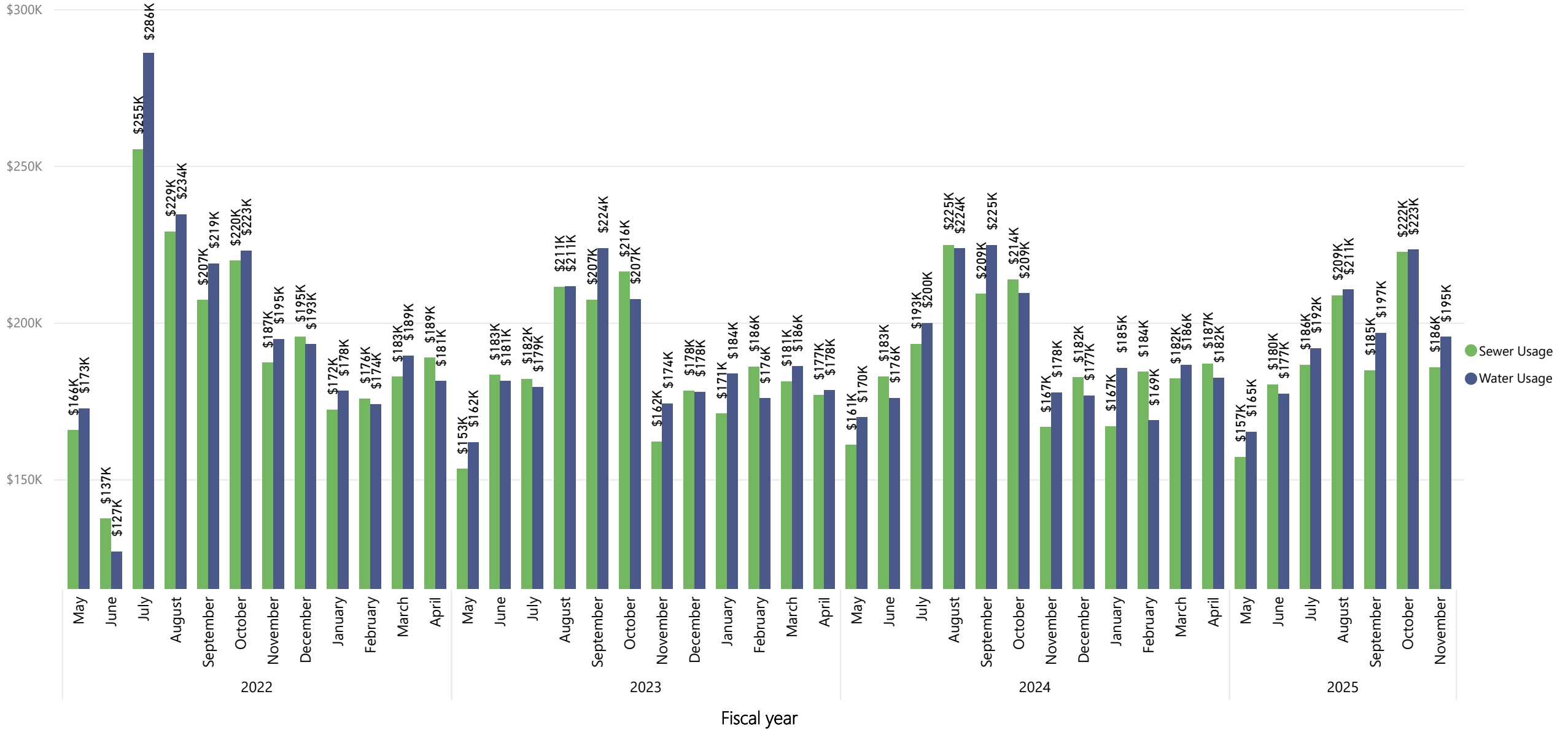
Annual General Fund Revenues by Type



Village of Lindenhurst Financial Tracking and Detail Report

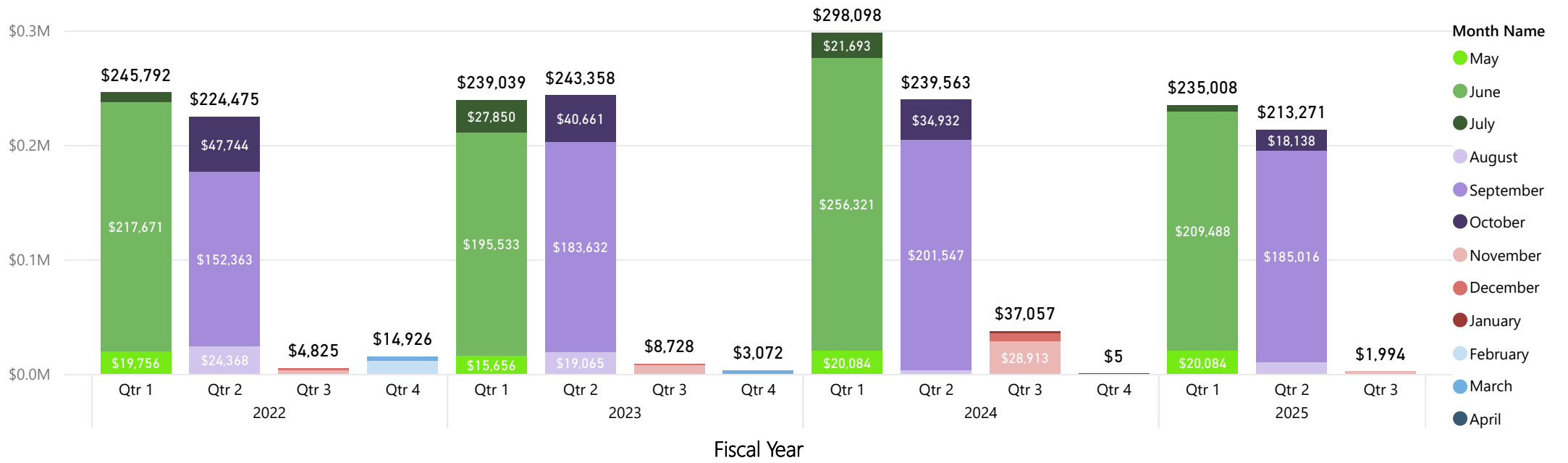


Annual Water and Sewer Receipts

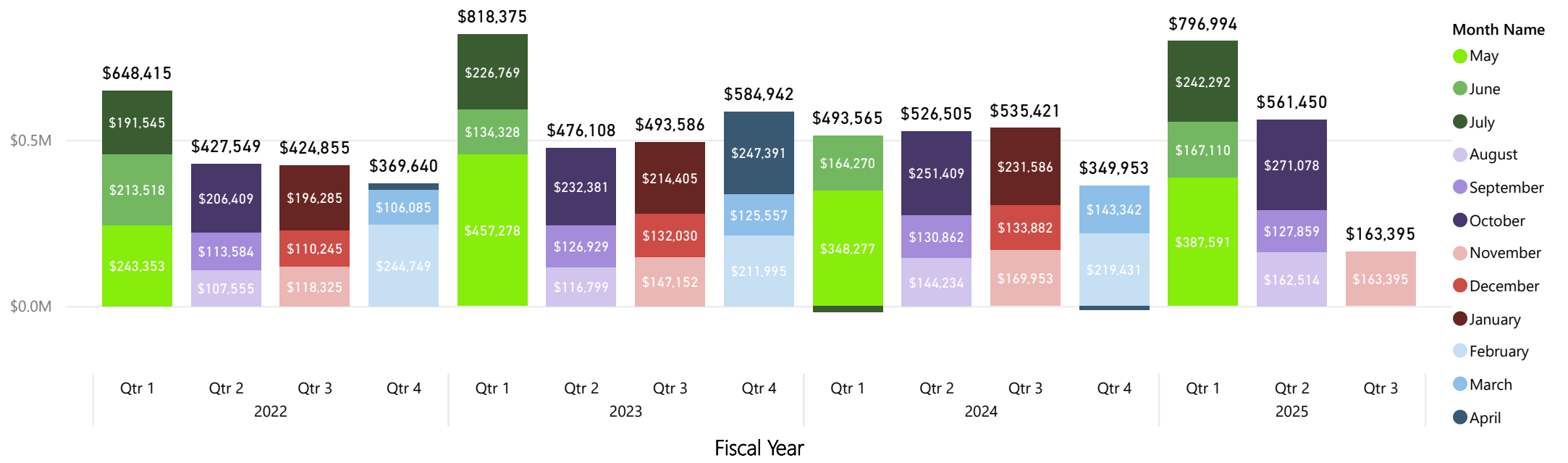


General Fund
Individual
Revenue
Sources

Property Tax Receipts by Month

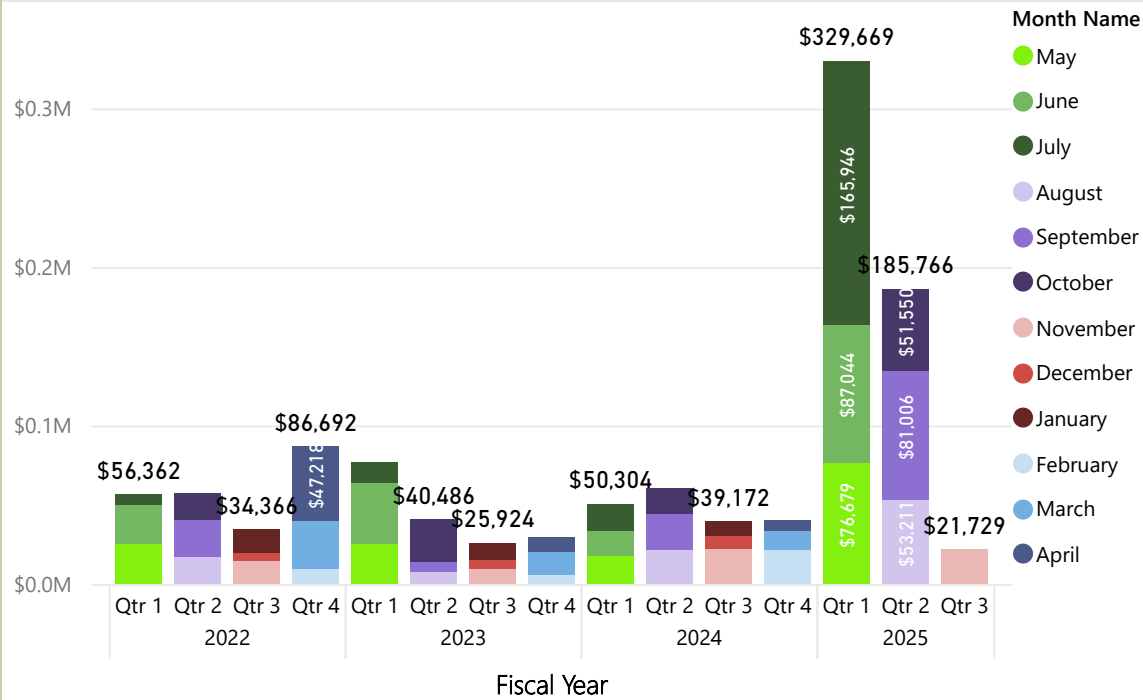


Income Tax Receipts by Month

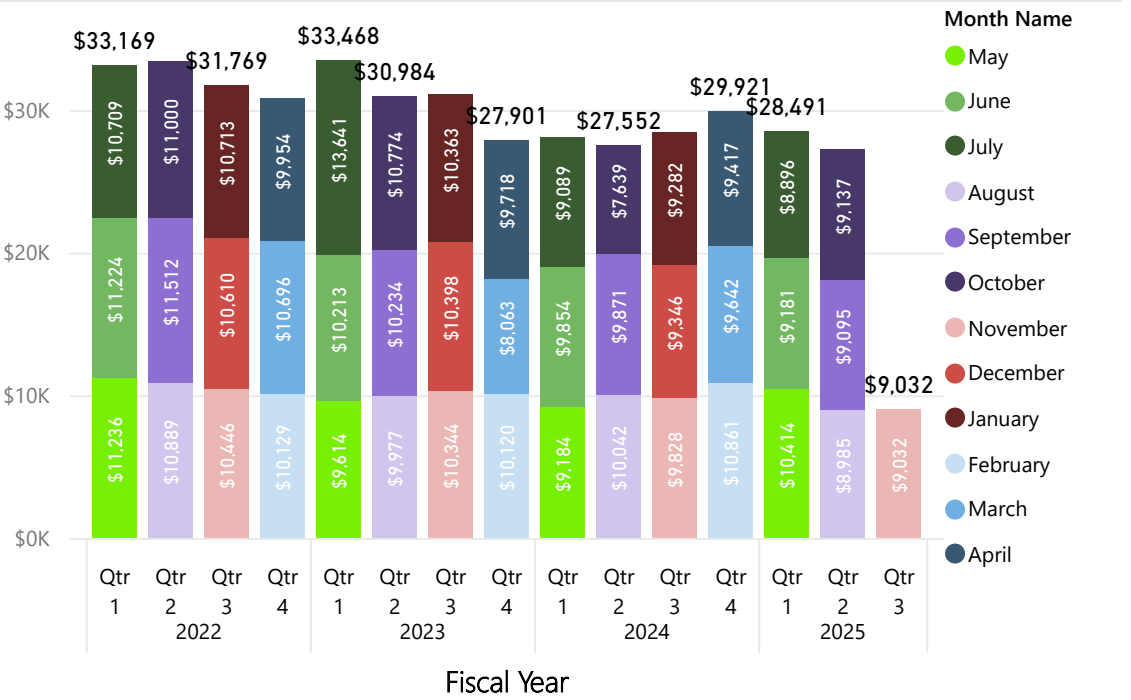


General Fund Individual Revenue Sources

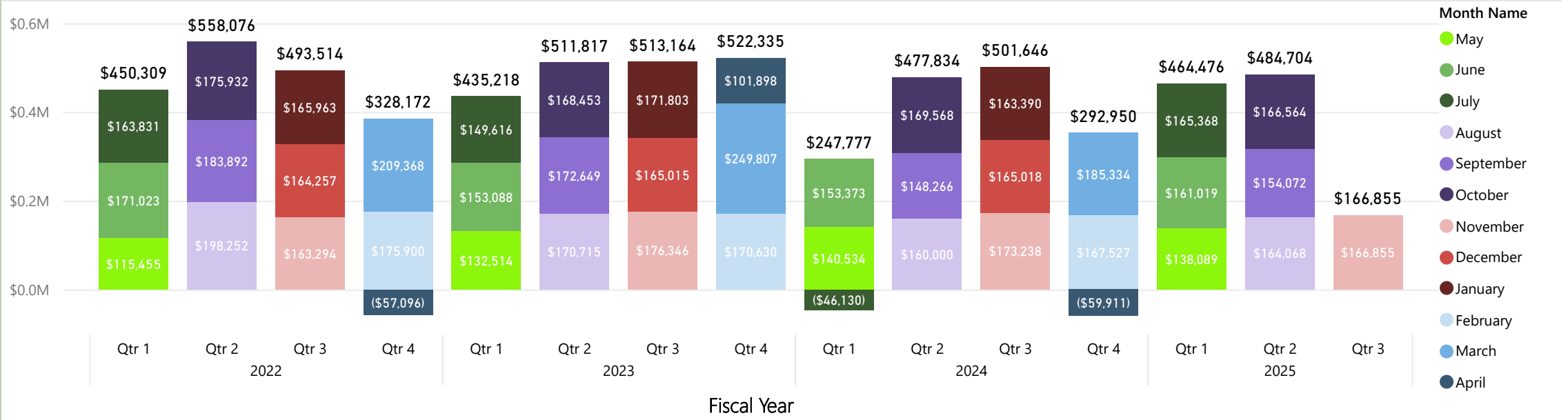
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

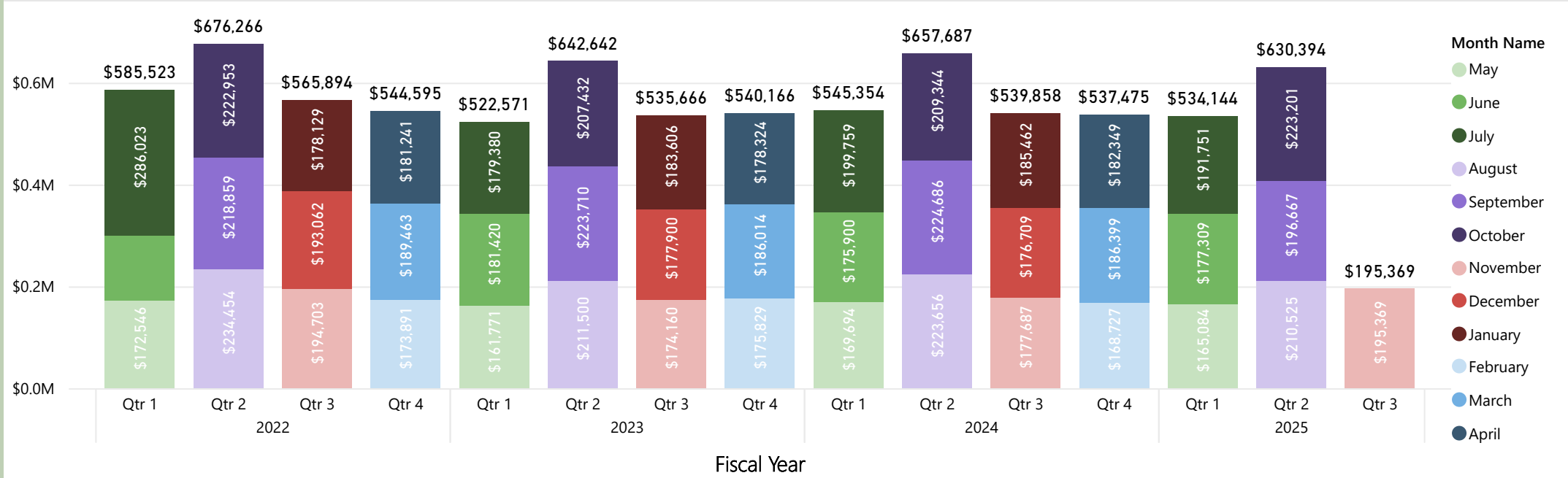


Sales Tax Receipts by Month

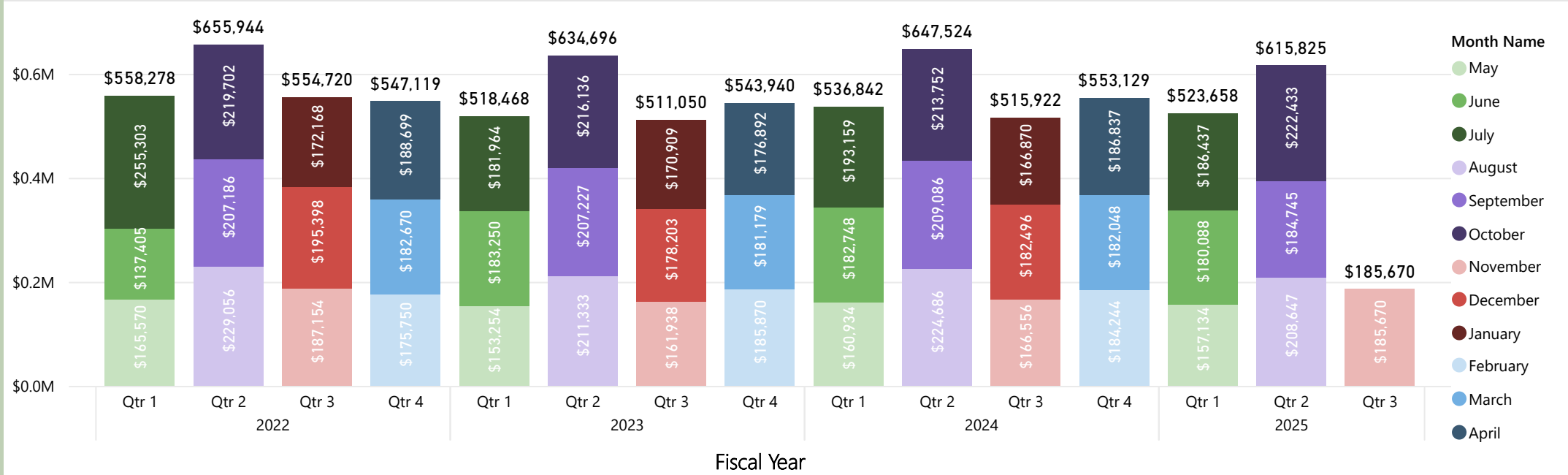


Water/ Sewer Revenues by Month

Water Usage Revenues by Month



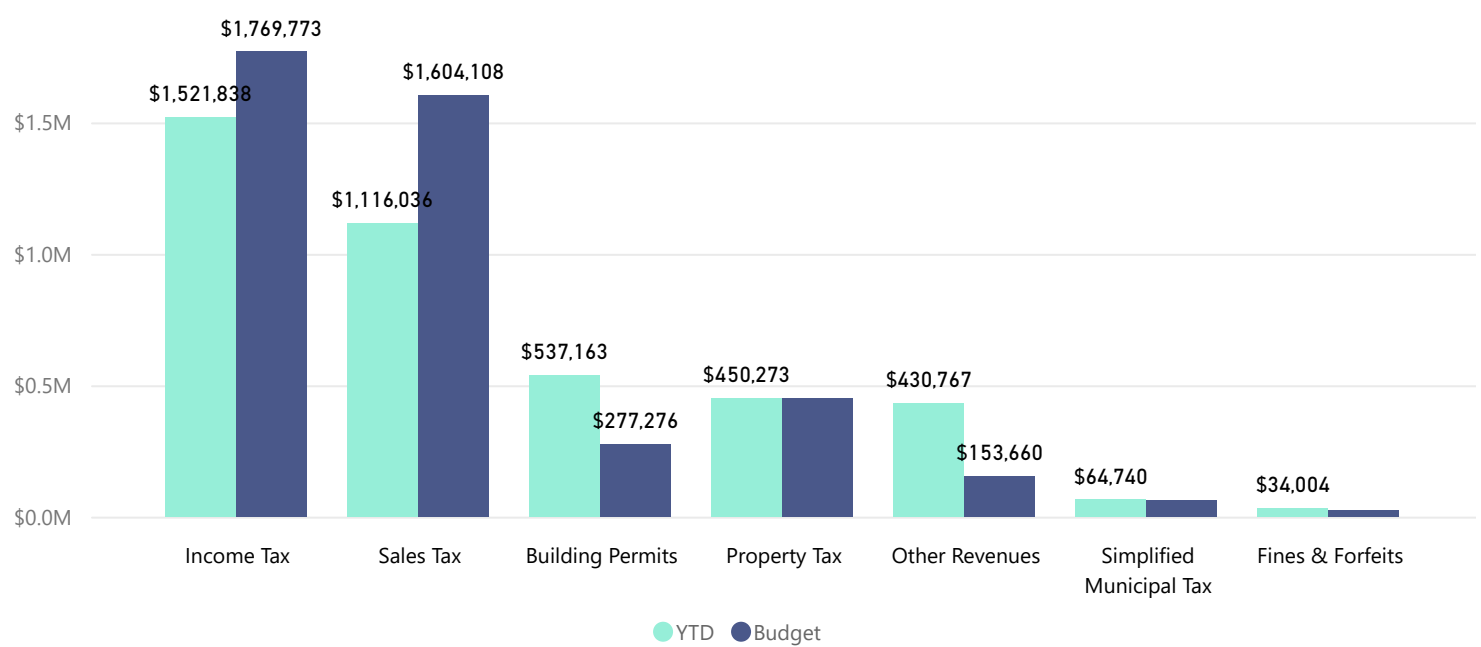
Sewer Usage Revenue by Month



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
2025	August	\$10,117	\$164,068	\$162,514	\$3,371	\$53,211	\$8,985	\$80,119
2025	September	\$185,016	\$154,072	\$127,859	\$3,134	\$81,006	\$9,095	\$40,130
2025	October	\$18,138	\$166,564	\$271,078	\$4,646	\$51,550	\$9,137	\$47,028
2025	November	\$1,994	\$166,855	\$163,395	\$6,852	\$21,729	\$9,032	\$82,622

Actual Fiscal Year 25 Revenue Compared to Budget

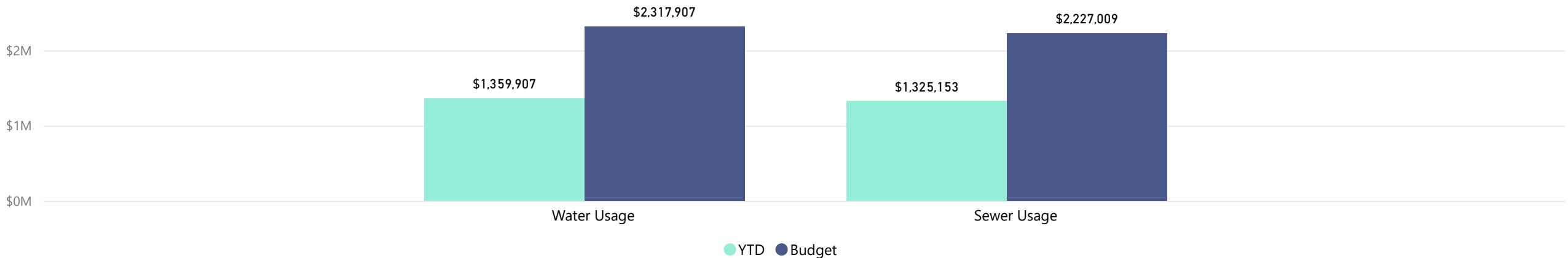


Revenues	YTD	Budget	% of Budget
Building Permits	\$537,163	\$277,276	193.73 %
Fines & Forfeits	\$34,004	\$24,225	140.37 %
Income Tax	\$1,521,838	\$1,769,773	85.99 %
Other Revenues	\$430,767	\$153,660	280.34 %
Property Tax	\$450,273	\$450,069	100.05 %
Sales Tax	\$1,116,036	\$1,604,108	69.57 %
Simplified Municipal Tax	\$64,740	\$63,856	101.38 %

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
2025	August	\$210,525	\$208,647
2025	September	\$196,667	\$184,745
2025	October	\$223,201	\$222,433
2025	November	\$195,369	\$185,670

Actual FY25 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$1,325,153	\$2,227,009	60 %
Water Usage	\$1,359,907	\$2,317,907	59 %



MEMORANDUM

DATE: December 6, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for November 25, 2024**

New Business

A. Ordinance 24-12-2305: Establishing the 2024 Property Tax Levy

At the Village Board meeting of November 11th, estimates for revenues and expenses supported by property taxes were discussed as the Village looked to establish next year's property tax levy. Two of the more significant adjustments to the levy were discussed in greater detail including the increase to police pension liability and the planned fund balance draw down of the Retirement Fund. The total amount of police pension contribution for next year's budget will be \$671,203 an increase of \$29,317 versus the previous year. Secondly, the Retirement Fund, which funds the expenses related to non-public safety employer IMRF pension contributions, Social Security, and all Medicare costs has accumulated a significant fund balance and will continue to do so through the end of this fiscal year. A planned drawdown of those reserves was proposed, reducing the fund balance and the estimated revenues needed for next year. The planned drawdown would extend over a five-year period and divert around \$20,000-\$25,000 to other portions of the levy. For this year, \$22,000 will be diverted to the Corporate levy. The intent is to bring the Retirement Fund's reserve equal to one year's expenses.

The Village did experience an increase in our overall Equalized Assessed Valuation (EAV) over the previous year of approximately 15.5%. Lindenhurst's estimated EAV for tax year 2024 is \$479,671,385. This amount includes over \$2.62M in new construction which almost equals the new construction value presented in 2023 also which, at that time, was the highest new construction valuation in nine years. Because the EAV grew considerably from the prior year and no inflationary amount added, the proposed tax levy will still create a reduction in the Village's tax rate from .324034 in Tax Year 2023 to approximately .282011 in Tax Year 2024.

Levy Year 2023, Pay Year 2024 Tax Rate = .324034

0% CPI Property Tax Levy Increase, with New Property Added

Total EAV: \$479,671,385

Total 2024 Levy Amount: \$1,352,725

Levy Change from Previous Year: \$7,345 (0.5% Increase)

Estimated Property Tax Rate: .282011 (13% Decrease, not including recapture)



Estimated Village of Lindenhurst Tax on a \$250k home: \$235.01 (13% Decrease)

Based upon these factors and anticipated expenses, the Finance Committee recommended a total levy of \$1,352,725 which includes no new inflationary adjustment to the levy, but does include new property. With that in mind, the tax levy is included below:

PROPOSED 2024 TAX LEVY SCENARIO

	<u>2023 Actual Levy</u>	<u>0% CPI, New Property Added</u>	<u>Change from Previous Levy</u>
Corporate Fund	415,106	387,430	-27,676
IMRF	58,094	66,018	+7,924
Police Pension	641,886	671,203	+29,317
Social Security	79,564	73,254	-6,310
Insurance	142,682	154,820	+12,138
Recapture*	8,046	TBD	TBD
Total#	1,345,380	1,352,725	+7,345

*Pursuant to Senate Bill 508 which was signed into law, starting in the 2021 Tax Year, all taxing districts' levies shall be increased by a prior year adjustment whenever there is an assessment decrease due to error or property tax appeals. The amount of recapture is determined by Lake County and is levied automatically as part of the Village's levy. This amount does not impact PTELL imposed property tax caps. As of this date, we do not know what this amount will be for the next property tax year.

#Levy amounts are truncated which may cause final levy calculation to vary slightly.

Monday night's motion would adopt a property tax levy of \$1,352,725 which accepts all new property, and adds no inflationary factor to the previous year's levy.



B. Ordinance 24-12-2306: Amending Section 111.20 of the Village Code to Increase the Number of Class A Liquor Licenses by One – Emily’s Pancake House

This request to add a new liquor license is not new to the Village, per se. The owners of Emily’s Pancake house are selling to new partners who intend to keep the business as is and transfer ownership seamlessly. Emily’s Pancake House has had a Class A liquor license for many years which allows them to sell liquor for consumption on the premises. The new owners have a portfolio of approximately a dozen other restaurants that they own in and around the area. The background on the new owners yielded no concerns that would prohibit the issuance of a license to them by us or the State of Illinois.

Upon the sale of the business, the current owners of Emily’s will surrender their license and the new license will be granted to the buyers. If approved, there will still be a total of three (3) Class A licenses.

C. Approval: Sales Tax Incentive Agreement by and between the Village of Lindenhurst and Ace Hardware of Lindenhurst

As many of you are aware, Ace Hardware made a big splash in our community as they announced their coming to the Lindenhurst Center in 2025. Work in the remodeled 21,000 square foot space anchoring the Center has already begun and progressing nicely. It is anticipated that the new store could be open in March. Part of what helped secure Ace’s arrival in Lindenhurst after many years was an incentive package that assists with the cost of building out of a space that required significant upgrades and renovations due to additional space needs, age, and a lack of upkeep from the previous owners.

Included in your materials is a sales tax incentive agreement which spells out the terms of the Village’s assistance package for Ace Hardware. The framework of this agreement was agreed to, in principle, in January of this year. We have just recently been able to finalize all the language for this agreement, hence the delay between conceptual agreement and memorialized documentation. The key elements of this agreement generally match the Village’s last sales tax agreement with Zeigler Nissan. More specifically, the agreement includes:

1. 50% of all municipal sales taxes generated by Ace will be remitted back to them annually. We have satisfied this agreement when the total amount of sales tax remittance meets \$60,000 or made consistent payments over five years.
2. The Village provides a lump sum payment of \$100,000 no later than 60 days after a certificate of occupancy is provided by the Village.
3. If, for some reason, Ace closes within the five-year window of the agreement, they are required to refund a portion of the Village’s payments (sales taxes and lump sum inducement payment) back to us in the following manner:



- a. Closure occurs between the date of Certificate of Occupancy and three years – 75% refund;
- b. Closure occurs after third anniversary and before fourth – 50% refund;
- c. Closure occurs after fourth anniversary and before fifth – 25% refund;

The work to bring the Laskowski family Ace Hardware store to Lindenhurst is an effort that spans over ten years and took many forms as the business contemplated many locations/sites. The culmination of this work, through this agreement and the work of many parties, helps to meet an expressed need in the community – one that is consistently mentioned in many circles throughout Lindenhurst. Their presence also establishes a reputable anchor within Lindenhurst Center that helps buoy the commercial presence of our community and should have positive impacts to neighboring businesses in the Center and beyond.

D. Approval: 2025 Village Board and Commission Public Meeting Dates

By statute, the Village Board must publish the regular meeting dates of the Village Board and all other boards and commissions before the beginning of the calendar year. The enclosed schedule follows the regular schedule for the boards and commissions as prescribed by ordinance. Special meetings can always be called with 48 hours' notice, in accordance with the Open Meetings Act.



December 9, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: A. Ordinance 24-12-2305: Establishing the 2024 Property Tax Levy

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: FY 26 Revenues to General, Retirement, Insurance, and Police Pension Funds

Within Budget: Yes No

Suggested Motion: **Adopt Ordinance 24-12-2305 establishing the 2024 property tax levy, and authorizing the Village Clerk to file the appropriate documentation with the Lake County Clerk.**

Voting Record:

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

ORDINANCE # 24-12-2305

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE VILLAGE OF LINDENHURST, IN THE COUNTY OF LAKE, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2025 AND ENDING APRIL 30, 2026

Be it Ordained by the President and Board of Trustees of the Village of Lindenhurst, in the County of Lake, State of Illinois, as follows:

SECTION I: The following sums or so much thereof as shall be authorized by law, as heretofore appropriated for corporate purposes to be collected from the taxes to be levied for the fiscal year beginning May 1, 2025 and ending April 30, 2026, and the same are hereby levied upon all property subject to taxation within the Village of Lindenhurst, County of Lake, State of Illinois, as the same is assessed and equalized for State and County purposes of the said current year

SECTION II: That the purpose for which said amount were hereto appropriated and are now hereby levied are respectively as follows:

ESTIMATED BUDGET	TO BE PAID BY SOURCES OTHER THAN TAXATION	AMOUNTS PAID BY TAXATION
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ARTICLE I - GENERAL GOVERNMENT

Section 1 - For General Administration

Office Salaries	174,256
Office Overtime	250
Officials Salaries	39,800
Hospitalization	44,726
Contractual Services	23,774
Equipment Maintenance	773
Mosquito Control	515
Lake Management	60,152
Legal Expenses	43,775
Animal Control Service	515
Employee Wellness Program	2,446
Postage	8,189
Telephone	-
Newsletter	1,030
Printing & Publication	1,545
Membership Fees	12,227

	ESTIMATED BUDGET	TO BE PAID BY SOURCES OTHER THAN TAXATION	AMOUNTS PAID BY TAXATION
Training & Conference	8,240		
Operating Supplies	3,296		
Equipment	1,906		
Community & Economic Development	-		
Community Activity	9,033		
Contingencies	5,150		
IMRF	173,632		66,018
Social Security	174,809		73,254
Liability Insurance	259,141		154,820
*(Corporate Tax Fund as may be Adjusted by the Extension Office per Tax Cap or 5% limitation)			387,430
SUBTOTAL	\$ 1,049,180	\$ 367,658	\$ 681,522
 Section 2 - Construction, Maintenance, and Repair of Public Buildings and Grounds			
Contractual Services	27,553		
Repairs and Maintenance	22,906		
Operating Supplies	500		
Contingency	1,000		
SUBTOTAL	\$ 51,959	\$ 51,959	\$ 0
 Section 3 - Engineering/Building Department			
Salaries	38,257		
Hospitalization	10,953		
Contractual Services	107,050		
Contingency	1,000		
SUBTOTAL	\$ 157,260	\$ 157,260	\$ 0

ESTIMATED BUDGET	TO BE PAID BY SOURCES OTHER THAN TAXATION	AMOUNTS PAID BY TAXATION
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Section 4 - Police Department

Salaries	2,158,291		
Overtime	48,801		
Hospitalization	369,800		
Uniforms	15,450		
Contractual Services	110,746		
Building & Ground Maintenance	23,875		
Equipment Maintenance	11,073		
Legal Expense	51,500		
Postage	515		
Telephone	6,468		
Printing & Publications	3,595		
Dispatching	120,949		
STARCOM Radio Operation	9,312		
Membership & Programs	7,967		
Training & Conferences	9,162		
Employee Wellness Program	8,343		
Operating Supplies	15,126		
Gas & Oil	41,344		
Equipment	16,617		
NE Illinois Regional Crime Lab	24,754		
Board of Fire/Police	5,948		
Squad Car Replacement	81,000		
Contingency	3,000		
Police Pension	671,203		671,203

SUBTOTAL

\$	3,814,839	\$	3,143,636	\$	671,203
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Section 5 - Maintenance and Improvements of
Village Streets and Appurtenances

Salaries	433,637
Part-time Seasonal Summer	16,017
Overtime	20,600
Part-time Winter Personnel	17,304
Hospitalization	111,701
Uniforms	5,691
Contractual Services	265,117

	ESTIMATED BUDGET	TO BE PAID BY SOURCES OTHER THAN TAXATION	AMOUNTS PAID BY TAXATION
Snow Plow Parts and Supplies	11,845		
Vehicle & Equipment Supplies	6,180		
Tree Replacement Program	5,150		
Telephone	-		
Safety Supplies & Services	3,183		
Training & Conference	2,781		
Street Lighting	130,836		
Garbage Disposal	3,090		
Fuel	25,263		
Equipment	10,558		
Equipment Rental	1,545		
Substance Compliance Testing	536		
Gravel - Shoulder Restore	12,638		
Operating Supplies	6,051		
Tools	4,223		
Street Signs	15,038		
Fleet Replacement	81,000		
Contingency	1,000		
	<hr/>		
SUBTOTAL	\$ 1,190,984	\$ 1,190,984	\$ 0
	<hr/>		
GRAND TOTAL FOR GENERAL GOVERNMENT	\$ 6,264,222	\$ 4,911,497	\$ 1,352,725

	ESTIMATED BUDGET	TO BE PAID BY SOURCES OTHER THAN TAXATION	AMOUNTS PAID BY TAXATION
ARTICLE II - SPECIAL TAX LEVIES			
Section 1 - Illinois Municipal Retirement Fund Tax Total	173,632	107,614	66,018
Section 2 - Social Security Fund Tax Total	174,809	101,555	73,254
Section 3 - Police Pension Fund Tax Total	671,203	-	671,203
Section 4 - Liability Insurance Fund Tax Total	244,521	89,701	154,820
TOTAL SPECIAL TAX LEVIES	\$ 1,264,165	\$ 298,870	\$ 965,295

SECTION III: That the expended balance of any item or items levied in and by this Ordinance may be guaranteed in making up any deficiency in any items under the same general appropriation and levy for the same general purpose.

SECTION IV: That the following is a summary of the taxes herein above levied:

Corporate Fund	387,430 *
Illinois Municipal Ret. Fund Tax	66,018
Social Security	73,254
Police Pension Fund Tax	671,203
Liability Insurance Fund Tax	154,820
TOTAL	\$ 1,352,725

* Refer to page 2 - Corporate Tax Fund

SECTION V: That the Village Clerk of the Village of Lindenhurst, Illinois is hereby directed to file a certified copy of this Ordinance with the County Clerk of Lake County, Illinois as requested by law.

SECTION VI: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION VII: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ATTEST:

DOMINIC MARTURANO, President
Village of Lindenhurst

MELISSA FORSBERG
Village Clerk

TRUSTEES:

Aye

Nay

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



December 9, 2024

Village Board Meeting

Agenda Item Cover Sheet

Agenda Item: B. Ordinance 24-12-2306: Amending Section 111.20 of the Village Code to Add One Liquor Licenses – Emily’s Pancake House

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: **Approve Ordinance 24-12-2306 authorizing a new Class A liquor license for the new ownership of Emily’s Pancake House.**

Voting Record:

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

ORDINANCE NO. 24-12-2306

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: December 9, 2024

ORDINANCE NO. 24-12-2306

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

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

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

111.20 NUMBER OF LICENSES.

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

Class	Number of Licenses
<u>A</u>	<u>3</u>
A-V	5
AA	0
AA-V	2
B	8
BYOB	0
C	0
C-V	0
D	0
D-V	0
E	1
E-V	1
E-1	1
F	0
G	1

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

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

Passed and Approved by the President and members of the Board of Trustees of the Village of Lindenhurst, Illinois, this 9th day of December, 2024.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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



December 9, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: C. Sales Tax Incentive Agreement with Ace Hardware

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: \$100,000 from the Economic Development Fund; \$60,000 in sales tax rebates over five years

Within Budget: Yes No

Suggested Motion: Approve a sales tax incentive agreement between the Village of Lindenhurst and Ace Hardware of Lindenhurst

Voting Record:

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

Prepared by and after
recording return to:

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

Space reserved for recorder's use

TAX INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF LINDENHURST
AND
ACE HARDWARE OF LINDENHURST, INC., D/B/A ACE HARDWARE
(2080 E. Grand Ave., Lindenhurst, Illinois)

TAX INCENTIVE AGREEMENT

THIS TAX INCENTIVE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 202__ (“**Effective Date**”), by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation (“**Village**”), and **ACE HARDWARE OF LINDENHURST, INC.**, d/b/a Ace Hardware, an Illinois corporation (“**Taxpayer**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory powers, the parties to this Agreement agree as follows:

SECTION 1. RECITALS.

A. Taxpayer is the lessee of certain property commonly known as 2080 E. Grand Ave. in Lindenhurst, Illinois, and legally described in **Exhibit 1** attached to this Agreement (“**Property**”).

B. The Property is located in the Village's CB zoning district and is currently being developed as an Ace Hardware store (“**Hardware Store**”).

C. The Village desires to have Taxpayer establish and operate the Hardware Store on the Property and in furtherance thereof, the Village has agreed to rebate a portion of the sales tax generated by the Hardware Store as an incentive for Taxpayer's establishing and operating the Hardware Store on the Property.

D. The Village and Taxpayer desire to enter into this Agreement to set forth the terms of the rebate of the sales tax revenues.

E. The Village and Taxpayer have the power and authority to enter into this Agreement specifically pursuant to, but without limitation, Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context.

“**Commencement Date**”: The date established pursuant to Section 3.A of this Agreement.

“**Corporate Authorities**”: The President and Board of Trustees of the Village.

“**Economic Development Payment**”: As defined in Section 4.A.2.

“**Effective Date**”: The date identified in this Agreement's preamble.

“**Force Majeure**”: An Act of God or other event or cause not reasonably within the control of Taxpayer or the Village including, without limitation, fire, strikes, lockouts, building material supply shortages, vendor problems not caused by Taxpayer, embargoes, civil riot, floods, or natural catastrophe, as further described in Section 7 of this Agreement.

“Gross Receipts”: The term “Gross Receipts” shall have the same meaning as that which is ascribed to it in the Retailer’s Occupation Tax Act.

“Municipal Sales Tax”: That portion or component of the Sales Taxes generated by Taxpayer from sales on all or any portion of the Rebate Property that the Village actually receives from the State of Illinois.

“Rebate Property”: That certain property legally described as the "Property" in Section 1.A of this Agreement.

“Retailer’s Occupation Tax Act”: The Illinois Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

“Sales Taxes”: Any and all taxes imposed and collected by the State of Illinois pursuant to the Retailer’s Occupation Tax Act, but not including the Non-Home Rule Local Sales Taxes.

“Sales Tax Rebate”: The rebate payment to Taxpayer of a portion of the Municipal Sales Taxes that the Village is required to make pursuant to this Agreement.

“Sales Tax Year”: The period of time commencing on the Commencement Date and ending on the date that is one year after the Commencement Date, and each of the succeeding years thereafter.

“Zoning Regulations”: The Lindenhurst Zoning Code, as the same has been and may, from time-to-time hereafter, be amended.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE OBLIGATIONS.

A. Commencement Date. The “Commencement Date” under this Agreement is hereby declared to be the date on which the Hardware Store receives an occupancy certificate from the Village, which date is anticipated to be March 31, 2025. The Taxpayer shall be required to notify the Village within three business days after the construction of the Hardware Store is complete and the Hardware Store is open for business on the Property.

B. Failure to Commence. Subject to extensions due to Force Majeure, in the event that the Hardware Store is not constructed on and open for business on the Property on or before April 30, 2025, the Village shall have no obligation whatsoever to (i) perform any of the Municipal Sales Tax rebate obligations set forth in Section 4; or (ii) deliver any Economic Development Payment pursuant to this Agreement.

SECTION 4. SALES TAX REBATE.

A. Calculation of Sales Tax Rebate and Economic Development Payment.

1. For a period of 5 years commencing on the Commencement Date, the Village agrees to rebate to Taxpayer 50% of the Municipal Sales Tax generated by Taxpayer from the Rebate Property from all Gross Receipts in a Sales Tax Year, up to a maximum total Sales Tax Rebate of \$60,000.00. In no event shall the Taxpayer receive more than a total of \$60,000.00 in Sales Tax Rebates during this Agreement’s term.

2. In addition to the Sales Tax Rebate provided for in this Section 4.A, the Village agrees to provide an economic incentive payment to Taxpayer in the amount of \$100,000 pursuant to its authority provided herein and its statutory authority provided in 65 ILCS 5/8-1-2.5 (“**Economic Development Payment**”). The Village agrees to pay the Economic Development Payment to Taxpayer no later than 60 days after the Commencement Date. If Taxpayer abandons, closes, or terminates the use of the Property for the Hardware Store within the first five years of this Agreement, except for temporary closures due to an event of Force Majeure, it must refund the Economic Development Payment as provided in Section 4.F.

B. Village Payment. Within 120 days after the end of each Sales Tax Year, the Village shall pay Taxpayer the applicable Sales Tax Rebate for that particular Sales Tax Year, based on the records of the Illinois Department of Revenue actually provided to and received by the Village. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue or the necessary Illinois Department of Revenue records to the Village in sufficient time for the Village to make such annual Sales Tax Rebate payments, the Village shall provide notice of such fact to Taxpayer. In that event, the Village shall make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue and records due the Village for the applicable, annual payment period. If at the end of any Sales Tax Year, there is a need to adjust and reconcile the amount of any annual Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Municipal Sales Tax actually paid by the State of Illinois, the Village and Taxpayer do hereby agree to cooperate with each other to accomplish such reconciliation.

C. Change in the Law.

1. The Village and Taxpayer acknowledge and agree that the Village’s obligation to pay the Sales Tax Rebate to Taxpayer is predicated on existing State law, including, without limitation, the Retailer’s Occupation Tax Act. The Village and Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and Taxpayer desire in Paragraph 2 of this Section 4.C to make express provision for the effect of any such change upon the operation of this Agreement.
2. In the event that the State of Illinois amends or repeals the Retailer’s Occupation Tax Act or makes any other promulgation, enactment or change in law (“**Change in Law**”) that eliminates the distribution of Sales Taxes to the Village, otherwise alters the distribution formula in a manner that prevents the Village and Taxpayer from determining with a reasonable degree of certainty the precise amount of the Municipal Sales Tax or the amount of Municipal Sales Tax generated by Taxpayer on the Rebate Property, or it is determined that the Property does not qualify, under applicable state law, to receive Municipal Sales Tax Rebates, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property on or after the effective date of the Change in Law or such determination shall automatically terminate and become null and void and be of no further force or effect, and the Village shall have no obligation whatsoever to pay to Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law or such determination. However, if a Change in Law results in replacement taxes for the Sales Taxes directly resulting

from Gross Receipts of Taxpayer as contemplated hereunder, then, for purposes of this Agreement, such replacement taxes shall be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of such replacement taxes as well as the Village's authority under state law to provide for rebate of such replacement taxes, as contemplated herein.

D. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as either (1) a guarantee that the Village will receive any Municipal Sales Taxes as a result of the operation of the Hardware Store on the Rebate Property or (2) a requirement or obligation by Taxpayer to generate Gross Receipts from the Rebate Property.

E. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate shall be subject to the applicable laws of the State of Illinois and shall not be a general debt of the Village or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. Taxpayer shall have no right to, and agrees that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate, and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the Village (unless the Village refuses to make such payment to Taxpayer in violation of this Agreement). No recourse shall be had for any payment pursuant to this Agreement against any past, present, or future trustee, member, elected or appointed officer, official, agent, attorney, representative, or employee of the Village in his or her individual capacity.

F. Refund of Rebate. In the event that, at any time during the Term of this Agreement, Taxpayer abandons, closes, or terminates the use of the Property for the Hardware Store, without substituting therefor, within 12 months (subject to extensions due to Force Majeure) after such abandonment, closure, or termination, another Hardware Store (which may or may not be owned, operated, or controlled by Taxpayer) that is intended and expected, with a reasonable degree of certainty, to generate at least the same amount of Gross Receipts as the business that was abandoned, closed, or terminated ("**Closure**"), then (1) the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property shall, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village shall have no obligation whatsoever to perform any of the Sales Tax Rebate obligations in this Section 4 of this Agreement; and (2) Taxpayer shall be required to refund to the Village the entire amount of the Sales Tax Rebate and Economic Development Payment received by Taxpayer prior to the date of the Closure as follows:

1. If the Closure occurs between the Commencement Date and the Commencement Date's three year anniversary, Taxpayer shall be required to refund 75% of the Sales Tax Rebate and the Economic Development Payment;
2. If the Closure occurs after the third year anniversary of the Commencement Date but before fourth anniversary of the Commencement Date, Taxpayer shall be required to refund 50% of the Sales Tax Rebate and the Economic Development Payment;
3. If the Closure occurs after the fourth year anniversary of the Commencement Date but before the fifth anniversary of the Commencement Date, Taxpayer shall

be required to refund 25% of the Sales Tax Rebate and the Economic Development Payment.

Notwithstanding the foregoing, in the event that a Closure is exclusively the result of a Force Majeure, Taxpayer shall have no obligation to refund such prior received Sales Tax Rebate or Economic Development Payment, even if there is no replacement business having substantially similar amounts of Gross Receipts as the business.

SECTION 5. USE AND DEVELOPMENT OF THE PROPERTY.

A. Zoning Approvals. This Agreement shall be contingent upon, and not effective until, Taxpayer has (i) filed all necessary applications for, (ii) obtained approval of zoning relief to authorize the operation of, (iii) obtained a certificate of occupancy in conformity with such approval of zoning relief, and (iv) secured all business and other licenses or permits required to operate, the Hardware Store on the Property.

B. Compliance with Laws. If Taxpayer fails to comply with the Zoning Regulations or any other applicable code, ordinance, or regulation of the Village, or any other applicable local, state, or federal ordinance, regulation, or law during the term of this Agreement, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property shall automatically terminate, and the Village shall have no obligation to pay to Taxpayer (i) any Sales Tax Rebate based upon the Municipal Sales Tax generated on or after the date of Taxpayer's noncompliance or violation, or (ii) the Economic Development Payment; provided, however, at least 30 days before such automatic termination, the Village shall notify Taxpayer of the violation and allow Taxpayer 30 days after such notice to cure the violation.

SECTION 6. REAL PROPERTY VALUATION.

Taxpayer shall timely pay when due all property taxes assessed against the Property. Taxpayer shall not petition to reduce the Property's assessed value, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during the period beginning on the Effective Date and terminating on the Commencement Date's fifth anniversary.

SECTION 7. FORCE MAJEURE.

Whenever a period of time is provided for in this Agreement for either Taxpayer or the Village to perform any act or obligation, and Taxpayer or the Village, as the case may be, is unable to perform or complete such act or obligation because of a Force Majeure, then upon the occurrence of any such Force Majeure, the time period for the performance and completion of such acts or obligations shall be extended for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 8. LITIGATION AND DEFENSE OF AGREEMENT.

A. Litigation. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("**Litigation**"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation.

B. Defense. The Village and Taxpayer do hereby agree to use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Any costs or expenses incurred by the Village in connection with the defense of this Agreement (including, without limitation, reasonable attorneys' fees and the reasonable value of Village staff time) shall be reimbursed by the Taxpayer. To this end, Taxpayer may elect to assume directly all responsibilities, costs, and expenses relating to the defense of any Litigation; provided, however, that Taxpayer shall have no authority to settle Litigation on behalf of the Village without the formal or written approval of the Corporate Authorities. The Village and Taxpayer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. Cooperation for Curative Acts. To the extent any challenge is asserted against the validity of this Agreement, any of its provisions, or any procedures or enactments relating to this Agreement, the parties shall cooperate to take any curative action that may be necessary or desirable to avoid or defeat such challenge and allow the parties to enjoy the benefits intended to be conferred by the Agreement.

D. Litigation as Force Majeure. To the extent that Taxpayer is unable to receive a Sales Tax Rebate for any period due to Litigation, such Litigation may qualify as a Force Majeure event.

SECTION 9. REMEDIES.

A. Remedies. In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.

B. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section 9 without first providing written notice to the other party of the breach or alleged breach and allowing a period of 30 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 30-day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

SECTION 10. TERM.

This Agreement shall be in full force and effect for the period beginning on the Effective Date and ending on the Commencement Date's 5 year anniversary. This Agreement shall, during its term, run with and bind the Property and shall inure to the benefit of and be enforceable by Taxpayer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 11. RELEASE OF INFORMATION.

Taxpayer agrees to sign all documentation necessary to cause the Illinois Department of Revenue to release to the Village the amount of Municipal Sales Tax generated by Taxpayer from the Rebate Property during each of the Sales Tax Years pursuant to applicable State law.

SECTION 12. PAYMENT OF VILLAGE FEES AND COSTS.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, Taxpayer shall pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

B. Special Requirements. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, or by applicable Village codes, ordinances, resolutions, rules, or regulations, Taxpayer shall pay to the Village, within 30 days after presentation of a written demand notice therefor, all legal, engineering, and other consulting and administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the drafting, negotiation, consideration, and review of this Agreement, including specifically, but without limitation, the fees and expenses that the Village has paid and will pay to its legal counsel. The Village agrees to provide Taxpayer with a detailed fee statement for such services. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made as a condition precedent to the execution of this Agreement by the Village President. Further, Taxpayer agrees that it shall be liable for and will pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters. Notwithstanding any other provision of this Agreement, payment of all said fees, costs, and expenses shall be a condition precedent to each and every obligation of the Village under this Agreement. Additionally, the Village may, in its sole discretion and upon notice to Taxpayer, set off any amounts due from Taxpayer under this Agreement against any Sales Tax Rebate due from the Village.

C. Village Lien Rights. If any money due from Taxpayer to the Village pursuant to this Agreement is not paid to the Village by Taxpayer within 30 days after a demand for such payment, then such money, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property, and the Village shall have the right to collect such amount, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

SECTION 13. LIABILITY AND INDEMNITY OF VILLAGE.

A. No Liability for Village Review. Taxpayer acknowledges and agrees (1) that the Village is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or 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, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) that the Village's review and approval of any such plans and the issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Taxpayer, or any of its heirs, successors, assigns,

tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. Village Procedures. Taxpayer acknowledges 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 any of such actions on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Taxpayer agrees to, and does hereby, release, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to Subsection B of this Section 13; (iii) the development, construction, and maintenance of the Property; (iv) the violation of any restrictive covenant applicable to the Property; and (v) the performance by Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. Defense Expenses. Taxpayer shall, and does hereby agree to, pay, without protest, all costs or expenses incurred by the Village in connection with the defense of this Agreement (including, without limitation, reasonable attorneys' fees and the reasonable value of Village staff time). To this end, Taxpayer may elect to assume directly all responsibilities, costs, and expenses relating to the defense of any Litigation; provided, however, that Taxpayer shall have no authority to settle Litigation on behalf of the Village without the formal or written approval of the Corporate Authorities.

SECTION 14. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that Taxpayer agrees that it shall not seek, and that it does not have the right to seek, to recover a judgment for monetary damages (other than payment of the Sales Tax Rebate) against the Village or any elected or appointed Village officer, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, in the event of a judicial proceeding brought by any party to this Agreement against any other party to this Agreement for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 15. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. Taxpayer acknowledges and agrees that this Agreement shall be binding upon Taxpayer and any and all of his or its heirs, successors, and permitted assigns and the successor owners of record of all or any portion of the Property.

B. Prohibited Assignments. It is the express intent of the parties hereto that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Taxpayer. Accordingly, notwithstanding any provision of this Agreement, in the event that Taxpayer does, or attempts

to, voluntarily or involuntarily transfer its interests in the Property, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, shall, at the option of the Village, become null and void and be of no force or effect.

SECTION 16. REPRESENTATIONS AND WARRANTIES.

A. Taxpayer Representations and Warranties. In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, Taxpayer hereby warrants and represents to the Village as follows:

1. Taxpayer is duly organized, validly existing, and in good standing under the laws of the State of Illinois.
2. Taxpayer has the authority and the legal right to make, deliver, and perform this Agreement and have taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.
3. No mortgagee or any other secured party that has an interest in the Property as of the date of this Agreement has an objection to either (i) the execution and performance of this Agreement by Taxpayer or (ii) the binding nature of this Agreement with respect to the Property. In the event that Taxpayer is not the owner of record of the Property, Taxpayer shall deliver to the Village Clerk, at the time of Taxpayer's execution of this Agreement, a document executed by all owners of record and any secured parties acknowledging this warranty and confirming the validity thereof.
4. All necessary consents of any Board of Directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties, including specifically but without limitation all secured parties, regarding the execution and delivery of this Agreement have been obtained.
5. No consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement that has not heretofore been obtained by Taxpayer.
6. The individuals executing this Agreement on behalf of Taxpayer have the power and authority to execute and deliver this Agreement on behalf of Taxpayer.
7. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of Taxpayer; (ii) will not result in a breach or default under any agreement to which Taxpayer is a party or to which Taxpayer, in whole or in part, is

bound; and (iii) will not violate any restriction, court order, or agreement to which Taxpayer or the Property, in whole or in part, is or are subject.

B. Village Representations and Warranties. In order to induce Taxpayer to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Village hereby warrants and represents to Taxpayer that the individuals executing this Agreement on behalf of the Village have been duly authorized and directed by the Corporate Authorities to execute and deliver this Agreement on behalf of the Village.

SECTION 17. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail ("**e-mail**"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village of Lindenhurst
Attn: Village Administrator
2301 East Sand Lake Road
Lindenhurst, Illinois 60046

With a copy to:

Julie Tappendorf, Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603

If to Owner:

Ace Hardware of Lindenhurst, Inc.
Deborah A. Laskowski-Meyer
659 W. Railroad Ave., Round Lake, IL 60073

With a copy to:

Richard G. Laskowski
659 W. Railroad Ave.
Round Lake, IL 60073

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. 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.

D. 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 right shall not be deemed or construed a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The venue for all disputes arising or related to this Agreement, the Property, or the Hardware Store shall be in the Illinois Circuit Court for the Nineteenth Judicial Circuit, Lake County, Illinois.

G. Non-Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entire remainder of this Agreement shall, thereupon, be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.

H. Entire Agreement. This Agreement shall constitute the entire agreement of the parties concerning the subject matter addressed herein; all prior drafts and agreements concerning such matters between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

I. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Headings. The table of contents, heading, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

L. Exhibits. Exhibit 1 is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. 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 Village and all owners of record of the Property at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

N. Calendar Days and Time. Any reference herein to “day” or “days” shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or Taxpayer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

VILLAGE OF LINDENHURST

Village Clerk

By: _____
Mayor

ATTEST:

TAXPAYER

By: _____
Its: _____

EXHIBIT 1

Legal Description of the Property

LOTS 1 THROUGH 22, BOTH INCLUSIVE IN BLOCK 138 IN VENETIAN VILLAGE UNIT 12, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF THE NORTHEAST 1/4 OF PART OF LOT 1 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 AS DOCUMENT 795740 IN BOOK 32 OF PLATS, PAGE 88 AND 89, IN LAKE COUNTY, ILLINOIS,

EXCEPTING THEREFROM LOTS 1 THROUGH 7 IN BLOCK 138 AS DESIGNATED UPON VENETIAN VILLAGE UNIT 12, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF THE NORTHEAST QUARTER AND PART OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2 TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN AGREED FINAL JUDGMENT ORDER AND STIPULATION IN CASE 16ED-26 RECORDED NOVEMBER 7, 2018 AS DOCUMENT 7524514, DESCRIBED AS FOLLOWS, TO-WIT.

THAT PART OF LOTS 13, 14 AND 15 IN BLOCK 138 IN VENETIAN VILLAGE UNIT NUMBER 12, BEING A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 AS DOCUMENT 795740.1N BOOK 32 OF PLATS, PAGES 88 AND 89, IN LAKE COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999489714, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 14; THENCE NORTH 48 DEGREES 52 MINUTES TO SECONDS WEST', A DISTANCE OF 39.22 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 13; THENCE SOUTH 67 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 20.67 FEET; THENCE SOUTH 46 DEGREES 52 MINUTES 51 SECONDS EAST, A DISTANCE OF 75.71 FEET; THENCE SOUTH 26 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 17.05 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 71.85 FEET, TO THE POINT OF BEGINNING.

AND

THAT PART OF LOTS 17, 16 AND 19 IN BLOCK 138 IN VENETIAN VILLAGE UNIT NUMBER 12, BEING A SUBDIVISION OF PART OF GOVERNMENT LOTS 1 AND 2 OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1953 86 DOCUMENT 795740, IN BOOK 32 OF PLATS, PAGES 88 AND 89, IN LAKE COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NADS3 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999489714, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 18; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 37.36 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17; THENCE NORTH 41 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 5.01 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 51 SECONDS EAST, A DISTANCE OF 133.09 FEET; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 400.83 FEET, AN ARC DISTANCE OF 63.84 FEET, A CHORD BEARING NORTH 63 DEGREES 25 MINUTES 05 SEBORIDS WEST AND CHORD DISTANCE OF 63.58 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 10 SECOND WEST, A DISTANCE OF 33.28 FEET, TO THE POINT OF BEGINNING.

PIN: 06-02-213-004
 06-02-213-009
 06-02-213-035
 06-02-213-036
 06-02-213-046
 06-02-213-047
 06-02-213-049
 06-02-213-050
 06-02-213-051

Address: 2080 E. Grand Avenue, Lindenhurst, Illinois

4849-4314-4480, v. 2



December 9, 2024

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: D. 2025 Public Meeting Dates

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: _____

Within Budget: Yes No

Suggested Motion: **Approve the meeting dates for Village of Lindenhurst Board and Commissions for 2025.**

Voting Record:

Trustee Chybowski
 Trustee Dickson
 Trustee Dunham
 Trustee Grace

Trustee Rosten
 Trustee Suchy
 Mayor Marturano



December 9, 2024

RE: Village of Lindenhurst- 2025 Regular Meeting Schedule

Village Board: *2nd and 4th Monday of each calendar month at 7:00 pm in the Village Hall Board Room*

January 13, 2025; January 27, 2025; February 10, 2025; February 24, 2025; March 10, 2025; March 24, 2025; April 14, 2025; April 28, 2025; May 12, 2025; May 26, 2025; June 9, 2025; June 23, 2025; July 14, 2025; July 28, 2025; August 11, 2025; August 25, 2025; September 8, 2025; September 22, 2025; October 13, 2025; October 27, 2024; November 10, 2025; November 24, 2025; December 8, 2025; December 22, 2025

Plan Commission: *1st and 3rd Wednesdays of each calendar month at 7:00 pm in the Village Hall Board Room*

January 1, 2025; January 15, 2025; February 5, 2025; February 19, 2025; March 5, 2025; March 19, 2025; April 2, 2025; April 16, 2025; May 7, 2025; May 21, 2025; June 4, 2025; June 18, 2025; July 2, 2025; July 16, 2025; August 6, 2025; August 20, 2025; September 3, 2025; September 17, 2025; October 1, 2025; October 15, 2025; November 5, 2025; November 19, 2025; December 3, 2025; December 17, 2025

Sanitary District: *2nd Monday of each quarter at 7:30 pm in the Village Hall Board Room*

March 10, 2025; June 9, 2025; September 8, 2025; December 8, 2025

Lakes Commission: *3rd Tuesday bi-monthly at 7:00 pm in the Village Hall Board Room*



January 21, 2025; March 18, 2025; May 20, 2025; July 15, 2025; September 16, 2025; November 18, 2025

Police Pension Board: *2nd Tuesday of each quarter at 4:00 pm in the Police Department Conference Room*

January 14, 2025; April 8, 2025; July 8, 2025; October 14, 2025

Board of Police Commissioners: *1st Tuesday of each quarter at 11:00 am in the Police Department Conference Room*

January 7, 2025; April 1, 2025; July 1, 2025; October 7, 2025

Veterans Memorial Commission:

February 11, 2025; March 11, 2025; April 8, 2025; May 13, 2025; June 10, 2025;
August 12, 2025; September 9, 2025; October 14, 2025; October 28, 2025;
December 9, 2025