



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, March 11, 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 February 26, 2024
- IV. Treasurer's Report for February 2024
- V. Bills Presented for Payment
- VI. Board and Staff Reports
- VII. Public Comment on Agenda Items
- VIII. New Business
 - A. Ordinance 24-3-2284: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – Lucia's Taqueria – 2134 E. Grand Avenue
 - B. Approval: Replacement Public Works Truck Outfitting – Monroe Truck Equipment - \$93,150
 - C. Approval: FY 2024-2025 Vendor Bids, Quotes, and Proposals
 - D. Discussion: Video Gaming Regulations
- 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
February 26, 2024
7:00pm

I. Call to Order

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

II. Roll Call

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

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of February 12, 2024 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Grace, to approve the minutes from the Regular Village Board Meeting of February 12, 2024 as presented.
1. Voice Vote
Aye - 5
Nay - 0
Abstain - 0
Motion carried.

V. Bills Presented for Payment

- A. Trustee Dunham made a motion, seconded by Trustee Dickson, to approve the second set of bills for the month of February presented for payment in the amount of \$ \$1,050,715.48 for invoices due on or before February 26, 2024.
1. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Board & Staff Reports

- A. The Lindenhurst Park District presented a Community Service Award to the Lindenhurst Public Works Department for their long standing collaboration with the Park District and their outstanding contributions to our community.
- B. Mayor Marturano, along with Village Trustees, attended the soft opening of the new Sammie's Restaurant in the Lindenhurst Center. The opening was well attended. And congratulations to the Public Works Department on their Award.
- C. Police Chief Tom Jones recognized Officer Robert Holbach for 20 years of service.
- D. Operations Director Kevin Klahs announced our Tree City USA application was approved. Additionally, someone within Public Works is taking the Arborists test, so we hope to have a certified Arborist soon.
- E. Utility Systems Manager Charles Hernandez announced the Lake Shore Drive water main project is moving along quickly.

VII. Public Comment on Agenda Items

- A. None.

VIII. New Business

- A. Ordinance 24-2-2283: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses - The Links on Grand - 2116 E Grand Avenue
 - 1. Business and liquor license applications were received for a prospective business within the Lindenhurst Center. "The Links on Grand" would include golf simulator rentals, bar, lounge, and a video gaming area. A detailed business plan was provided for review.
 - 2. After much discussion of the video gaming endorsement, it was determined the Board required more discussion for this component of the license. The Board proceeded with a motion of the liquor license only.
 - 3. Trustee Dunham made a motion, seconded by Trustee Grace to adopt Ordinance 24-2-2283 amending Section 111.20 of the Village Code regarding the number of liquor licenses for an additional A license for The Links on Grand (2116 E Grand Avenue).
 - a. Roll Call
 - Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
 - Nay – 0
- B. Ordinance 24-2-2284: Amending the Village of Lindenhurst Municipal Code and Comprehensive Fee Schedule for Video Gaming Terminal Fees
 - 1. When gaming was authorized within Lindenhurst, the maximum fee a non-home rule municipality could charge was \$25/machine/year, as established by the Video Gaming Act. A few years later, the Act was amended to allow a maximum fee of

\$250/machine/year. Even with the allowable increase, the Village maintained a \$25/machine annual fee.

2. Business license renewals are approaching. It has been requested the Village Board consider a change to the fee schedule to increase to the maximum allowable amount under the Video Gaming Act.
3. A survey of local communities was conducted. Antioch, Lake Villa, Fox Lake, Round Lake, Wauconda, Hawthorn Woods, and Wadsworth all charge the maximum amount, while Round Lake Beach and Lake Zurich are charging \$50 and \$25/per machine.
4. Trustee Dickson made a motion, seconded by Trustee Suchy to adopt Ordinance 24-2-2284 amending the Village of Lindenhurst municipal code and comprehensive fee schedule to increase the annual fee for video gaming terminals to \$250 per machine.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

C. Approval: Proposal for Public Improvement Inspections for Phase 3 of Briargate Subdivision - Manhard Consulting - \$64,600

1. The real estate closing for phase three of the Briargate subdivision was completed with Pulte Homes. As a result, Village Staff negotiated an estimated cost for the installation of public utilities and other infrastructure items. Manhard Consulting provided a proposal for the inspection of infrastructure items, based on the scope of work provided by Pulte, which will be the responsibility of the Village. Based on the estimated construction cost, the inspections are covered by Pulte. Manhard's inspection services for phase one and two of the project have gone well, and Village staff hope to continue the relationship for phase three.
2. Trustee Grace made a motion, seconded by Trustee Dunham to authorize the Village Administrator to execute a proposal for inspection services for Phase 3 of the Briargate subdivision from Manhard Consulting in an amount not-to-exceed \$64,600.
 - a. Roll Call
Aye – 5 Trustees Dickson, Dunham, Suchy, Rosten, Grace
Nay – 0
Motion carried.

IX. **Public Comment**

- A. A resident commented on the changes being made at the Lindenhurst Center. Great job with the progress.

X. **Executive Session**

- A. None.

XI. **Adjournment**

- A. Trustee Suchy made a motion, seconded by Trustee Dunham to adjourn the meeting.
 - 1. Voice Vote
 - Aye - 5
 - Nay - 0
 - Motion carried.
 - 2. The meeting was adjourned at 7:51pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

CASH SUMMARY BY FUND FOR VILLAGE OF LINDENHURST
 FROM 02/01/2024 TO 02/29/2024
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 02/01/2024	Total Debits	Total Credits	Ending Balance 02/29/2024
01	GENERAL FUND	4,799,793.17	518,041.18	306,754.66	5,011,079.69
06	I.M.R.F./F.I.C.A. 06	239,752.42	0.00	10,010.50	229,741.92
11	IT FUND	13,377.43	13,496.82	12,714.51	14,159.74
14	LIABILITY INSURANCE 14	11,905.10	0.00	4,938.50	6,966.60
15	MOTOR FUEL TAX 15	1,878,085.11	54,656.63	30,396.23	1,902,345.51
19	CONTROLLED SUBSTANCE ACT 19	6,665.01	0.00	0.00	6,665.01
21	COMMUNITY CAPITAL	3,867,181.03	48,242.42	68,381.57	3,847,041.88
22	DUI SB 740 FUND 22	7,121.33	0.00	0.00	7,121.33
23	PRISON REVIEW AGENCY FUND 23	10,744.45	0.00	0.00	10,744.45
24	MISCELLANEOUS ESCROW 24	370,298.50	333,071.57	3,480.00	699,890.07
25	SHOP WITH A COP FUND 25	9,962.81	0.00	0.00	9,962.81
27	CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30	REFUSE & RECYCLING 30	347,737.46	159,328.63	120,936.64	386,129.45
40	ECONOMIC DEVELOPMENT FUND	295,530.33	0.00	2,500.00	293,030.33
46	SPECIAL SERVICE AREA 4 - 46	23,994.09	0.00	0.00	23,994.09
50	VEHICLE REPLACEMENT FUND 50	363,476.67	0.00	0.00	363,476.67
60	UTILITY FUND 60	1,351,159.38	456,642.60	885,342.39	922,459.59
61	WATER/SEWER CAPITAL FUND 61	2,146,240.49	44,746.19	318,293.76	1,872,692.92
89	SANITARY DISTRICT	71.46	9,275.10	71.46	9,275.10
	TOTAL - ALL FUNDS	15,748,495.80	1,637,501.14	1,763,820.22	15,622,176.72

Fund	Department	Line Item	Item Description	Amount
AMERICAN GASES CORPORATION				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GAS CYLINDERS	48.75
			Vendor Total:	48.75
AMERICAN UNDERGROUND, INC.				
GENERAL FUND	PUBLIC WORKS	STORM WATER MANAGEMENT	STORM SEWER ROOT REMOVAL HERITAG	1,700.00
			Vendor Total:	1,700.00
ANITA MARY ARCHAMBEAU				
ECONOMIC DEVELOPMENT FUND		OTHER PROFESSIONAL SERVICES	ANITA PAY- FEBRUARY 2024	2,362.50
			Vendor Total:	2,362.50
APARNA DHAGE - R				
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 012198321	23.67
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 012198321	22.33
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB refund for account: 012198321	21.09
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 012198321	4.10
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012198321	3.70
			Vendor Total:	74.89
BRANDON BRAZIL - R				
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 012380309	102.51
			Vendor Total:	102.51
BRITTANY SCHULTZ - R				
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB refund for account: 011027170	49.91
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 011027170	20.60
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 011027170	19.43
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 011027170	9.71
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 011027170	8.74
			Vendor Total:	108.39
BURRIS EQUIPMENT COMPANY				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	KABOTA TAPPING SCREW	5.48
			Vendor Total:	5.48
CENTRAL LAKE COUNTY J.A.W.A				
UTILITY FUND 60	WATER	CLCJAWA WATER SUPPLY PURCHASE	CLCJAWA WATER - USAGE FOR FEBRU	73,384.92
			Vendor Total:	73,384.92
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	FIRST AID REFILL - PW	34.02
GENERAL FUND	PUBLIC WORKS	UNIFORMS	FLOOR MATS PW/UNIFORMS	31.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	FLOOR MATS PW/UNIFORMS	52.17
GENERAL FUND	PUBLIC WORKS	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	70.42
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	106.94
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.51
			Vendor Total:	372.36
CLARK BAIRD SMITH LLP				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	LEGAL SERVICES	1,001.25
			Vendor Total:	1,001.25
CLASSIC PRINTERY, INC.				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	WINDOW ENVELOPES	206.80
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WINDOW ENVELOPES	51.70
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	WINDOW ENVELOPES	51.70
GENERAL FUND	POLICE	OPERATING SUPPLIES	WINDOW ENVELOPES	206.80
			Vendor Total:	517.00
COMCAST CABLE				
IT FUND		TELEPHONE/INTERNET	PW INTERNET	319.80
IT FUND		TELEPHONE/INTERNET	VH, PD & PW TELEPHONE - FEBRUARY	973.61
			Vendor Total:	1,293.41
COMMONWEALTH EDISON				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC STREET LIGHTS	224.93
			Vendor Total:	224.93
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	28.24
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	7.06

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	7.06
GENERAL FUND	POLICE		OPERATING SUPPLIES	28.25
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	47.72
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	11.93
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	11.93
GENERAL FUND	POLICE		OPERATING SUPPLIES	47.72
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	23.93
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	5.98
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	5.98
GENERAL FUND	POLICE		OPERATING SUPPLIES	23.93
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	13.95
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	3.49
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	3.49
GENERAL FUND	POLICE		OPERATING SUPPLIES	13.95
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	9.18
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	2.30
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	2.30
GENERAL FUND	POLICE		OPERATING SUPPLIES	9.18
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	18.37
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	4.59
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	4.59
GENERAL FUND	POLICE		OPERATING SUPPLIES	18.37
UTILITY FUND 60	SEWER & WATER ADMINISTRATION		OPERATING SUPPLIES	3.97
GENERAL FUND	ADMINISTRATION		OPERATING SUPPLIES	0.99
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.99
GENERAL FUND	POLICE		OPERATING SUPPLIES	3.97
Vendor Total:				363.41
CONSERVATION CLUB OF KENOSHA COUNTY				
GENERAL FUND	POLICE	MEMBERSHIP & PROGRAMS	CONSERVATION CLUB KENOSHA COUNTY	85.00
Vendor Total:				85.00
DAM, SNELL, & TAVEIRNE, LTD.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	442.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	1,768.00
Vendor Total:				2,210.00
DATA INTEGRATORS, INC.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	UB PROCESSING/MAILING & UB POSTA	86.34
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UTILITY BILLING CONTRACT	UB PROCESSING/MAILING & UB POSTA	226.63
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	POSTAGE	UB PROCESSING/MAILING & UB POSTA	604.36
REFUSE & RECYCLING 30		GROOT CONTRACT	UB PROCESSING/MAILING & UB POSTA	161.88
Vendor Total:				1,079.21
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	POLICE	VEHICLE SERVICE	#86 - OIL AND FILTER CHANGE & MC	80.00
GENERAL FUND	POLICE	VEHICLE SERVICE	#87 - BRAKES & ROTORS	753.56
Vendor Total:				833.56
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	114.43
Vendor Total:				114.43
DEKIND COMPUTER CONSULTANTS				
IT FUND		COMPUTER SERVICES	SERVER HOSTING OVERAGE CHARGE CF	(810.00)
IT FUND		COMPUTER SERVICES	APRIL MONTHLY IT SUPPORT SERVICE	4,422.54
GENERAL FUND	POLICE	CONTRACT COMPUTER SERVICES	WATCHGUARD	5,610.00
IT FUND		COMPUTER SERVICES	OVER CONTRACT HOURS FOR FEBRUARY	641.25
IT FUND		COMPUTER SERVICES	CYBER SECURITY TRAINING - FEBRUA	667.00
Vendor Total:				10,530.79
DIMEO BROS, INC				
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	LAKE SHORE DRIVE WATER MAIN REPI	LAKE SHORE DRIVE WATER MAIN REPI	365,965.29
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	WATER MAIN REPAIR - LAKE SHORE I	3,431.00
Vendor Total:				369,396.29
DYNEGY ENERGY SERVICES				
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	706.42

Fund		Department	Line Item	Item Description	Amount
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	127.96
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	88.59
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	152.47
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	3,534.01
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	466.74
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	1,861.77
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	439.61
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	193.11
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	43.44
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	358.87
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	7,269.56
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	7,841.14
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	528.26
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	129.53
UTILITY FUND 60		WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	197.02
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	139.00
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	239.15
UTILITY FUND 60		SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	607.54
Vendor Total:					24,924.19
FERGUSON WATERWORKS #2516					
UTILITY FUND 60		WATER	WATER METER UPGRADE	METER STOCK	7,707.15
Vendor Total:					7,707.15
FIRST AMERICAN BANK					
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	LOCKBOX FEES - FEBRUARY 2024	102.77
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	LOCKBOX	LOCKBOX FEES - FEBRUARY 2024	411.06
REFUSE & RECYCLING 30			MERCHANT FEES	CREDIT CARD FEES - FEBRUARY 2024	599.48
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	MERCHANT FEES	CREDIT CARD FEES - FEBRUARY 2024	2,397.93
Vendor Total:					3,511.24
FIRST AMERICAN BANK					
IT FUND			SOFTWARE SUPPORT/LICENSING	ZOOM VIDEO COMMUNICATIONS	15.99
GENERAL FUND		POLICE	MISC CONTRACTUAL SERVICES	LEXIS NEXIS	200.00
GENERAL FUND		ADMINISTRATION	NEWS LETTER	CONSTANT CONTACT	58.00
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	TRAINING & CONFERENCES	ISA - ZACH TURNER ARBORIST CERTI	280.00
GENERAL FUND		ADMINISTRATION	POSTAGE	USPS - LENNAR OVERNIGHT MAILING	30.45
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	26.01
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	6.50
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	AMAZON - OPERATING SUPPLIES	6.50
GENERAL FUND		POLICE	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	26.01
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	43.40
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	10.85
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	AMAZON - OPERATING SUPPLIES	10.85
GENERAL FUND		POLICE	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	43.40
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	15.28
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	3.82
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	AMAZON - OPERATING SUPPLIES	3.81
GENERAL FUND		POLICE	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	15.28
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	10.78
GENERAL FUND		ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	2.70
REFUSE & RECYCLING 30			GARBAGE CONTRACTUAL SERVICES	AMAZON - OPERATING SUPPLIES	2.70
GENERAL FUND		POLICE	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	10.78
GENERAL FUND		ADMINISTRATION	TRAINING & CONFERENCE	MARRIOTT - CLAY HOTEL CONFERENCE	318.08
GENERAL FUND		ADMINISTRATION	TRAINING & CONFERENCE	MARRIOTT - KARLEEN HOTEL CONFERE	318.08
UTILITY FUND 60		SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	163.10
GENERAL FUND		POLICE	OPERATING SUPPLIES	AMAZON - MEMORY CARD READER	9.99
GENERAL FUND		ADMINISTRATION	MISC EQUIPMENT	AMAZON - KIM USB EXTENSION CABLE	5.69
GENERAL FUND		PUBLIC WORKS	EQUIPMENT	HOME DEPOT - NEW EQUIPMENT REPLA	727.85
Vendor Total:					2,365.90
GEWALT HAMILTON ASSOCIATES, INC					
GENERAL FUND		ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GENERAL ENGINEERING & GIS DATA &	585.00
Vendor Total:					585.00

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GRAINGER, INC.				
UTILITY FUND 60	SEWER	SYSTEM REPAIRS & MAINTENANCE	CAM LOCK TRANSFER PUMP	100.10
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	CAM LOCKS DEWATERING PUMP	125.30
GENERAL FUND	PUBLIC WORKS	EQUIPMENT	MAGNETIC LOCATORS	1,583.96
			Vendor Total:	1,809.36
GRANITE TELECOMMUNICATIONS				
GENERAL FUND	POLICE	TELEPHONE	TELEPHONE - PD	276.53
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	TELEPHONE - PW	878.19
			Vendor Total:	1,154.72
GROOT INDUSTRIES, INC				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	DOCUMENT SHREDDING	82.93
GENERAL FUND	POLICE	MISC CONTRACTUAL SERVICES	DOCUMENT SHREDDING	124.40
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	102,617.90
			Vendor Total:	102,825.23
HINCKLEY SPRINGS				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	61.45
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	134.77
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	8560371022124	67.94
GENERAL FUND	POLICE	OPERATING SUPPLIES	8560371022124	152.26
			Vendor Total:	416.42
ILLINOIS DEPARTMENT OF TRANSPORTATI				
COMMUNITY CAPITAL	ADMINISTRATION	IDOT RT 132 VIL CONTRIBUTION	IDOT RT 132 LINDENHURST CONTRIBU	355,768.05
			Vendor Total:	355,768.05
ILLINOIS PUBLIC RISK FUND				
LIABILITY INSURANCE 14	ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	APRIL 2024 WORKERS COMP	4,938.50
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	APRIL 2024 WORKERS COMP	1,763.75
REFUSE & RECYCLING 30		WORKERS COMPENSATION	APRIL 2024 WORKERS COMP	352.75
			Vendor Total:	7,055.00
INTOXIMETERS, INC.				
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	MOUTHPIECE FST	92.00
			Vendor Total:	92.00
IPBC				
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	2,900.49
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	892.30
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	27,764.97
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	2,000.34
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	2,809.85
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - APRIL 20	8,053.76
			Vendor Total:	44,421.71
KRISTINE CUARESMA				
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 012213288	79.53
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012213288	71.57
			Vendor Total:	151.10
LAKE COUNTY MUNICIPAL LEAGUE				
GENERAL FUND	ADMINISTRATION	TRAINING & CONFERENCE	LEGISLATIVE BREAKFAST	20.00
			Vendor Total:	20.00
LAKE COUNTY TREASURER				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	TRAFFIC LIGHTS	784.60
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	FEBRUARY 2024 BUILDING SERVICES	5,347.12
			Vendor Total:	6,131.72
LINDENHURST SANITARY DISTRICT				
SANITARY DISTRICT		SANITARY DIST CONNECTION FEE	FEBRUARY 2024 - IN LIEU OF TAXES	9,275.10
			Vendor Total:	9,275.10
LINDENHURST TOWNHOMES LLC				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW REFUND - JANKO GROUP HERI	989.63
			Vendor Total:	989.63
LOCALITY STUDIO LLC				
GENERAL FUND	ADMINISTRATION	NEWS LETTER	ON CALL GRAPHIC DESIGN	78.00
			Vendor Total:	78.00
LUIS CASTELLANOS				

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
REFUSE & RECYCLING 30		GARBAGE COLLECTIONS	UB refund for account: 010284041	62.92
UTILITY FUND 60	WATER	WATER USAGE	UB refund for account: 010284041	30.04
UTILITY FUND 60	SEWER	SEWER USAGE	UB refund for account: 010284041	28.33
COMMUNITY CAPITAL		TRANSPORTATION FACILITIES FEE	UB refund for account: 010284041	12.24
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 010284041	11.01
Vendor Total:				144.54
MENARD'S - ANTIOCH				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	TOILETTE BRUSH REPLACEMENTS	36.39
Vendor Total:				36.39
MIDWEST OPERATING ENGINEERS				
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - APRIL 2	6,348.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYEE CONTRIBUTIONS - APRIL 2	9,522.00
Vendor Total:				15,870.00
MONROE TRUCK EQUIPMENT, INC				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	LIGHT BAR REPLACEMENT TRK 52 & 5	2,681.30
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	LIGHT BAR REPLACEMENT TRK 52 & 5	1,787.53
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	PLOW HARNESS REPLACEMENT	393.94
Vendor Total:				4,862.77
MOTOROLA SOLUTIONS, INC.				
COMMUNITY CAPITAL	ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	BODY WORN CAMERAS	47,884.00
Vendor Total:				47,884.00
NEWS-SUN				
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	NEWSPAPER SUBSCRIPTION	116.43
Vendor Total:				116.43
NORTH SHORE GAS				
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	158.32
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	64.52
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	66.16
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	32.84
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	64.52
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	63.95
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	149.43
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	370.39
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	GAS AT LIFT STATIONS & WELL HOUS	153.33
UTILITY FUND 60	WATER	NATURAL GAS SERVICE	PD GAS	32.27
Vendor Total:				1,155.73
PAYROLL - EXPENSES				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,755.09
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	172.20
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,812.49
Vendor Total:				5,739.78
PAYROLL - GROSS PAYS				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	6,073.04
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	3.33
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,025.00
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,242.33
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,000.00
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	55,762.63
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,693.25
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	1,066.84
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	13,694.52
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	513.00
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	1,804.02
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,541.12
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,568.77
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION	4.44
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	13,694.52
UTILITY FUND 60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	513.00
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	1,804.02
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,847.26

Fund		Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID					
UTILITY FUND	60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	256.50
UTILITY FUND	60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	902.01
GENERAL FUND		PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	400.00
UTILITY FUND	60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	400.00
UTILITY FUND	60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	200.00
Vendor Total:					122,009.60
PAYROLL - PROCESSING FEES					
GENERAL FUND		ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	84.46
REFUSE & RECYCLING	30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	18.76
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	84.46
Vendor Total:					187.68
POLI CONTRACTING					
UTILITY FUND	60	WATER	DISTRIBUTION SYSTEM REPAIRS	B-BOX REPAIR	6,815.00
Vendor Total:					6,815.00
PRECISE MRM LLC					
GENERAL FUND		PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	96.00
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	GPS DATA PLAN	64.00
Vendor Total:					160.00
PULTE GROUP - MS 1008					
UTILITY FUND	60	WATER	WATER USAGE	UB refund for account: 012400080	24.05
UTILITY FUND	60	SEWER	SEWER USAGE	UB refund for account: 012400080	22.69
COMMUNITY CAPITAL			TRANSPORTATION FACILITIES FEE	UB refund for account: 012400080	1.31
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012400080	1.18
COMMUNITY CAPITAL			TRANSPORTATION FACILITIES FEE	UB refund for account: 012400291	0.39
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012400291	0.35
Vendor Total:					49.97
RJ UNDERGROUND					
GENERAL FUND		PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	GROUND FAULT UNDER ROADWAY - TEA	3,500.00
Vendor Total:					3,500.00
RS AMERICAS INC.					
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	REPLACEMENT RELAYS	503.18
Vendor Total:					503.18
RUSH POWER SYSTEMS, LLC					
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	LS5 GEN SET REPAIR	665.00
Vendor Total:					665.00
RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND		PUBLIC WORKS	TOOLS	CHAIN SAW REPLACEMENT PARTS	279.92
GENERAL FUND		PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	LOG SPLITTER SERVICE	60.91
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	LOG SPLITTER SERVICE	40.60
GENERAL FUND		PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	OIL & MARKING TAPE	22.93
Vendor Total:					404.36
SHERWIN INDUSTRIES, INC.					
GENERAL FUND		PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	4 TON JACK STAND	170.80
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	4 TON JACK STAND	113.86
Vendor Total:					284.66
SONDAY SERVICES					
UTILITY FUND	60	SEWER	COLLECTION SYSTEM MAINTENANCE	HILLCREST MANHOLE CLEANING	1,275.00
Vendor Total:					1,275.00
STANARD & ASSOCIATES, INC.					
GENERAL FUND		POLICE	BOARD OF FIRE/POLICE	OFFICER TESTING	1,500.00
Vendor Total:					1,500.00
STEVEN ROSKOWSKI - R					
UTILITY FUND	60	WATER	WATER USAGE	UB refund for account: 012399307	43.70
UTILITY FUND	60	SEWER	SEWER USAGE	UB refund for account: 012399307	41.21
COMMUNITY CAPITAL			TRANSPORTATION FACILITIES FEE	UB refund for account: 012399307	26.72
UTILITY FUND	60	SEWER & WATER ADMINISTRATION	CAPITAL FEES	UB refund for account: 012399307	24.06
Vendor Total:					135.69
SWANSON, MARTIN & BELL, LLP					
GENERAL FUND		POLICE	LEGAL EXPENSE	FEBRUARY 2024 PROSECUTION MATTER	1,963.50
Vendor Total:					1,963.50

Fund	Department	Line Item	Item Description	Amount
ULINE				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	52.70
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	210.80
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	210.80
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	52.70
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	72.14
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	288.56
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	288.56
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	72.14
Vendor Total:				1,248.40
USA BLUEBOOK				
UTILITY FUND 60	SEWER	EQUIPMENT NEW/REPLACEMENT	MANHOLE GREASE BLADE	76.95
UTILITY FUND 60	SEWER	EQUIPMENT NEW/REPLACEMENT	PH PROBE REPLACEMENT	217.07
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	MICROSCOPE REPLACEMENT	1,304.35
UTILITY FUND 60	SEWER	EQUIPMENT NEW/REPLACEMENT	MICROSCOPE REPLACEMENT	500.00
UTILITY FUND 60	WATER	EQUIPMENT NEW/REPLACEMENT	MICROSCOPE REPLACEMENT	940.00
Vendor Total:				3,038.37
USIC LOCATING SERVICES, INC				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	JULIE - CONTRACT UTILITY LOCATING SERVICES	LOCATING SERVICES FEBRUARY 2024	5,152.73
Vendor Total:				5,152.73
VERIZON WIRELESS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	PW INTERNET, CELL PHONES & TABLE	230.01
GENERAL FUND	POLICE	EQUIPMENT	PD CELL PHONES	169.24
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	LS6 JAN/FEB PHONE	18.71
Vendor Total:				417.96
WAUKEGAN TIRE				
GENERAL FUND	POLICE	VEHICLE SERVICE	SQUAD TIRES (8)	1,309.68
Vendor Total:				1,309.68
ZEIGLER NISSAN GURNEE				
COMMUNITY CAPITAL	ADMINISTRATION	GENERAL GOVERNMENT IMPROVEMENTS	ZEIGLER - 2023 SALES TAX 50%	116,632.76
Vendor Total:				116,632.76
Grand Total:				1,378,153.78

Fund Totals:

GENERAL FUND 01	163,261.24
I.M.R.F./F.I.C.A. FUND 06	2,755.09
IT FUND 11	6,344.62
LIABILITY INSURANCE FUND 14	4,938.50
COMMUNITY CAPITAL FUND 21	520,418.81
MISCELLANEOUS ESCROW FUND 24	989.63
REFUSE & RECYCLING FUND 30	109,466.20
ECONOMIC DEVELOPMENT FUND 40	2,362.50
UTILITY FUND 60	192,376.80
WATER/SEWER CAPITAL FUND 61	365,965.29
SANITARY DISTRICT FUND 89	9,275.10
Total For All Funds:	\$1,378,153.78



Village of Lindenhurst Strategic Priority Dashboard

Mission Statement

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

Vision Statement

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

Core Principles

Vision Embracing innovative solutions for a better future.

Accountability Demonstrating transparency through ethical, efficient government.

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

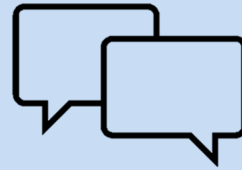
Unity Connecting people through collaborative engagement.

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



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

Strategic Areas:



Community Branding
& Engagement

Capital Infrastructure Planning
& Improvements



Business Recruitment
& Retention

Responsible Growth
& Development

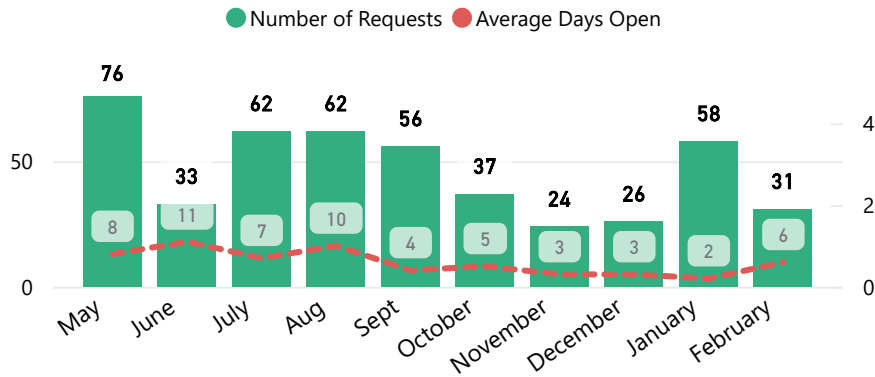


Innovative Planning
& Practices

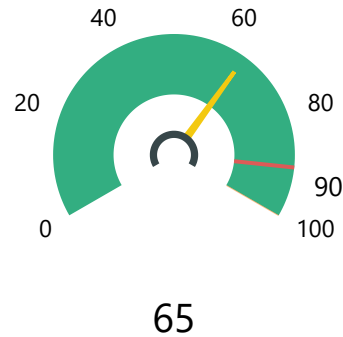
Community Branding & Engagement



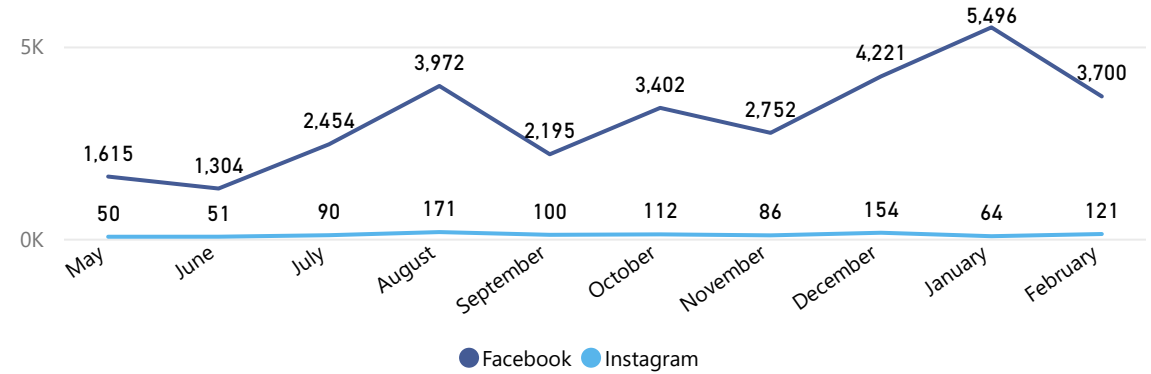
Monthly Service Request Totals



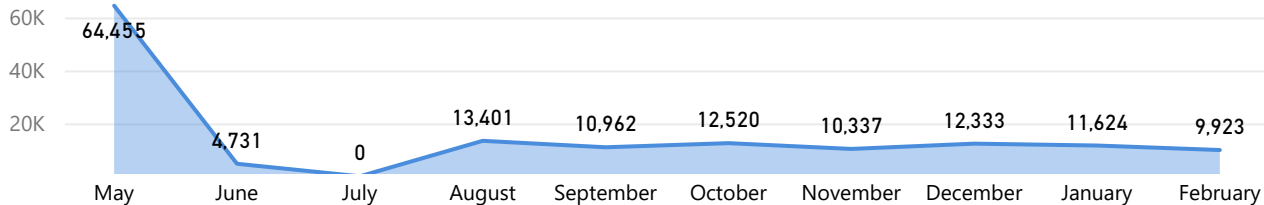
February Request Resolution



Social Media Platform Profile Visits

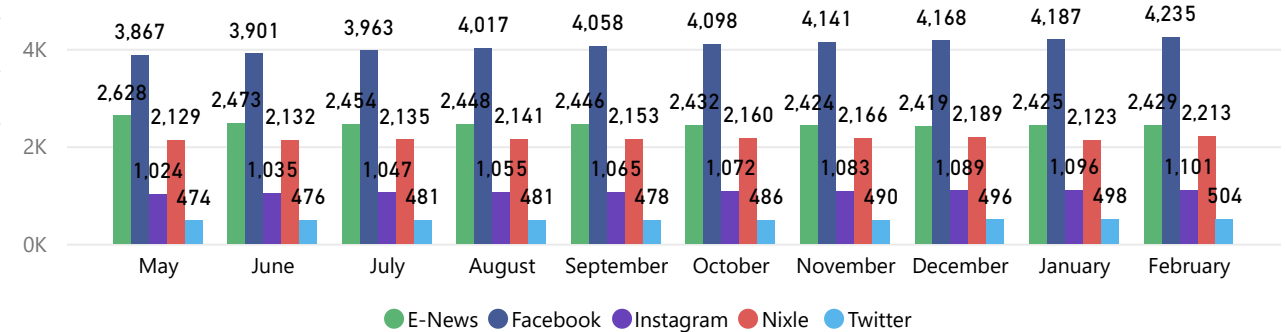


Village Website Monthly Views



Note: There is no July data for the Website due switch over of data to our new website host.

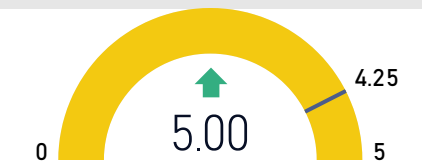
Village Media Platform Followers



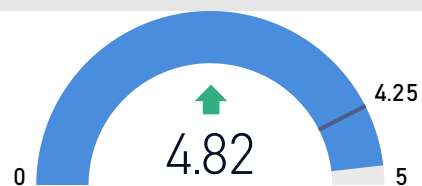
February- Top 5 Website Pages

Page Name	Number of Views
Pay my Bill	325
Press Release	152
Code Enforcement	68
Message from Chief of Police	55
Lake Shore Drive Water Main Project	39

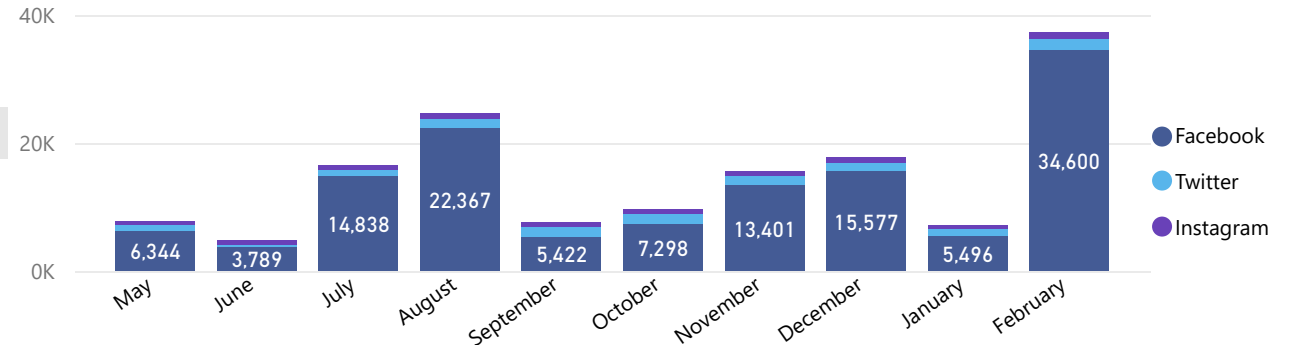
February- Customer Satisfaction



FYTD Customer Satisfaction



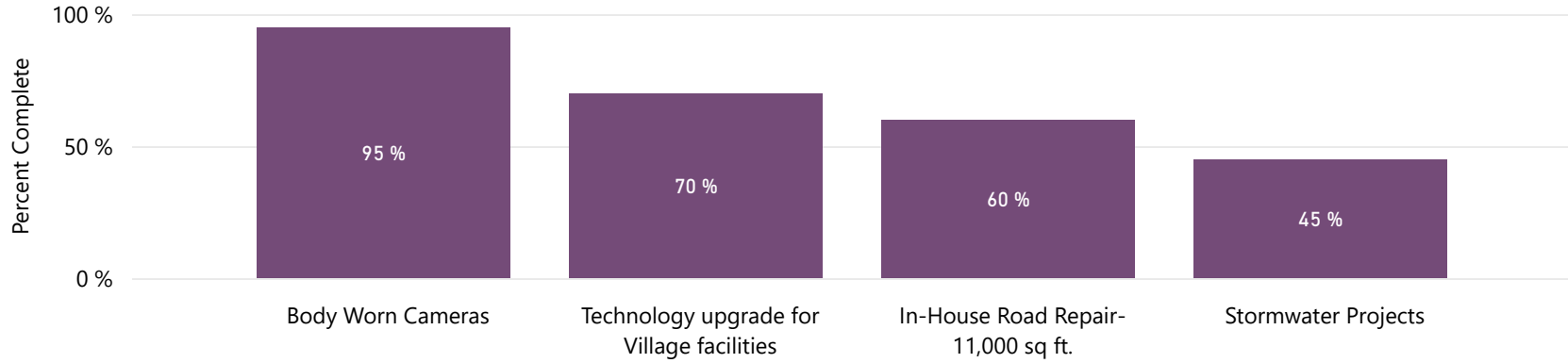
Social Media Post Reach



Capital Infrastructure Planning & Improvements

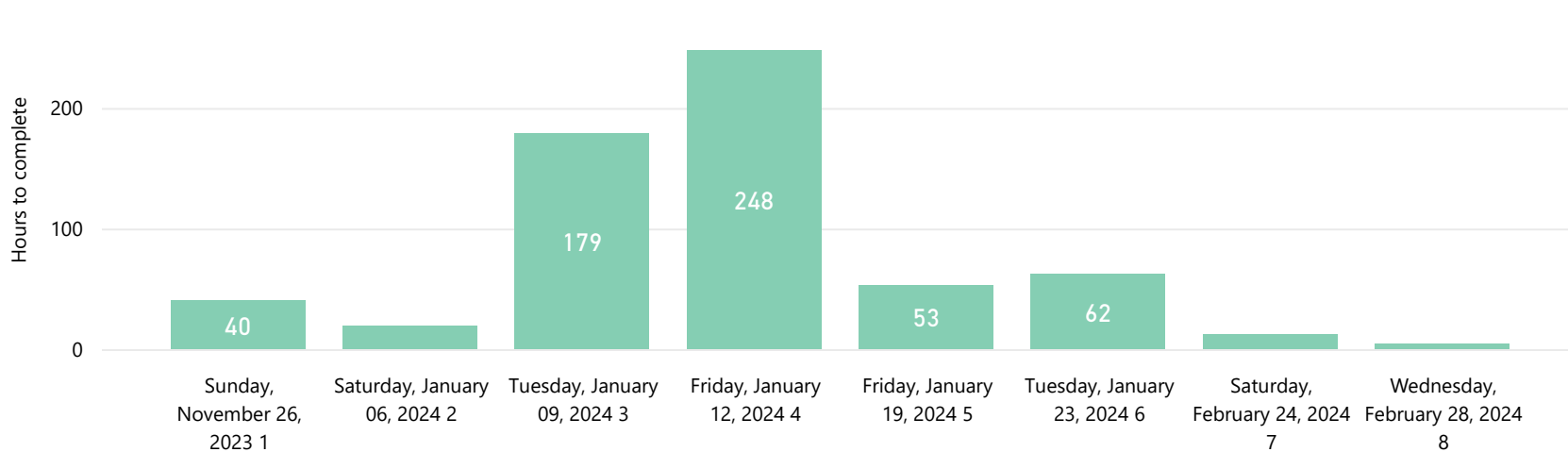


On-going Capital Projects

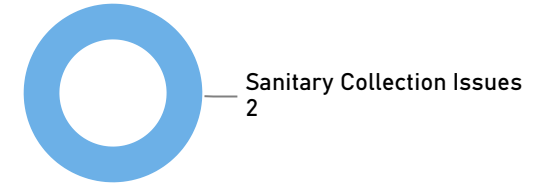


PROJECT	DESCRIPTION OF PROJECT
Stormwater Projects	Address stormwater complaints through installation of piping, ditching, or underdrains.
Body Worn Cameras	All cameras have been purchased. Awaiting arrival for full deployment. Formal training is underway.
Technology upgrade for Village facilities	Johnson Controls finished the Village hall portion of the project. Johnson Controls is working on the reservoir portion, and waiting on PW to install fence.
In-House Road Repair- 11,000 sq ft.	Remove and replace deteriorated sections of pavement within the Village.

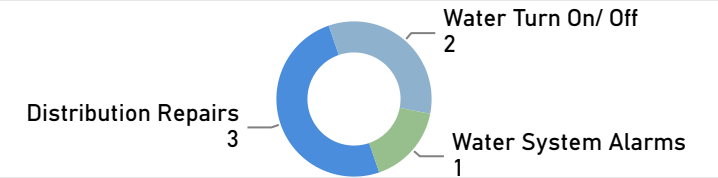
2023-2024 Snow Event Information



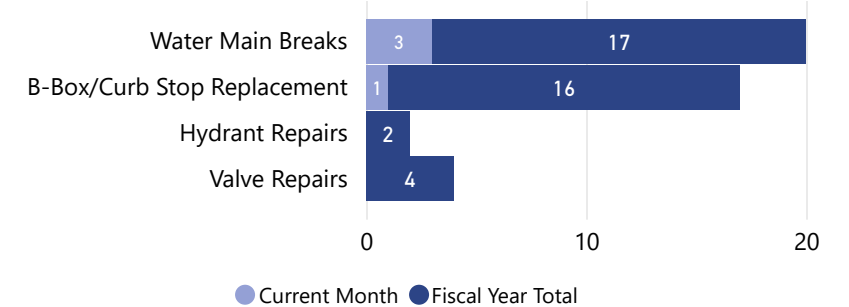
February- After hour call outs: Sewer



February- After hour call outs: Water



Distribution Repairs



Location	Type of Repair
78 Witchwood Ln	Water main break repair
615 Deerpath Dr	Replaced b-box
2118 Lake Shore Drive	Water main break repair
1801 Fairfield Rd	Water main break repair

Business Recruitment & Retention



Lindenhurst Economic Assistance Program (LEAP) Dollars Awarded

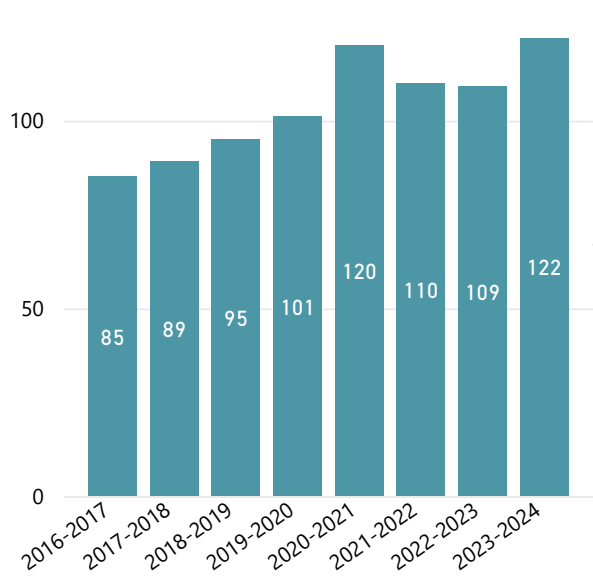
\$186,719.19

Dollars Awarded

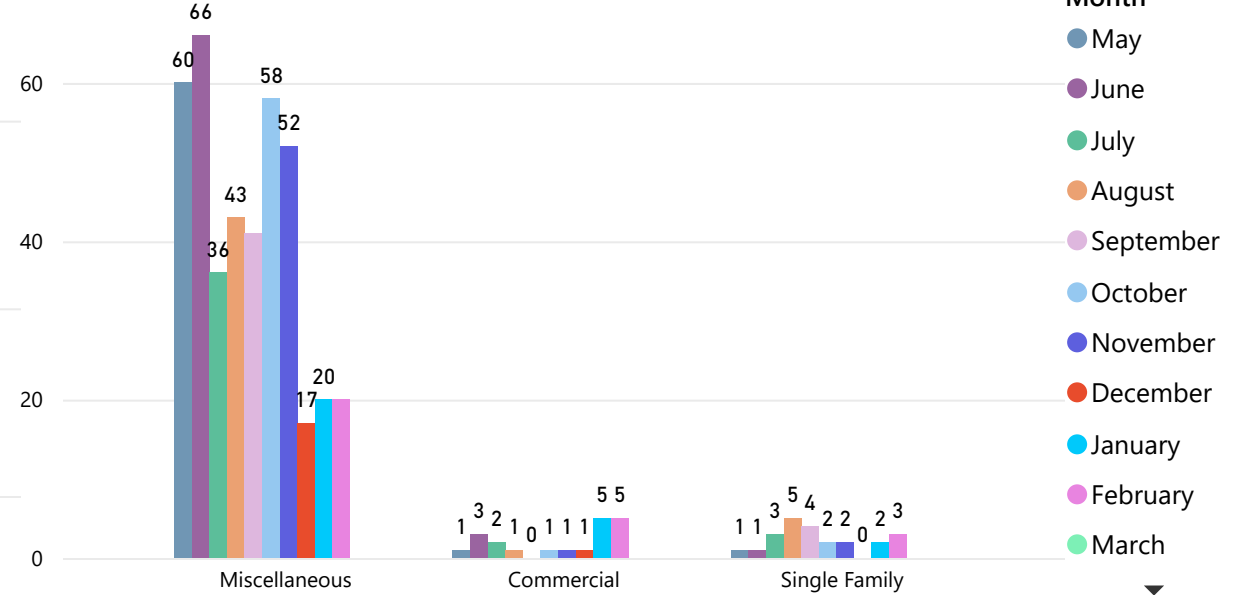
Number of Businesses Awarded for LEAP Funds

9

Annual Business License Renewals



Monthly Building Permit Information



Month

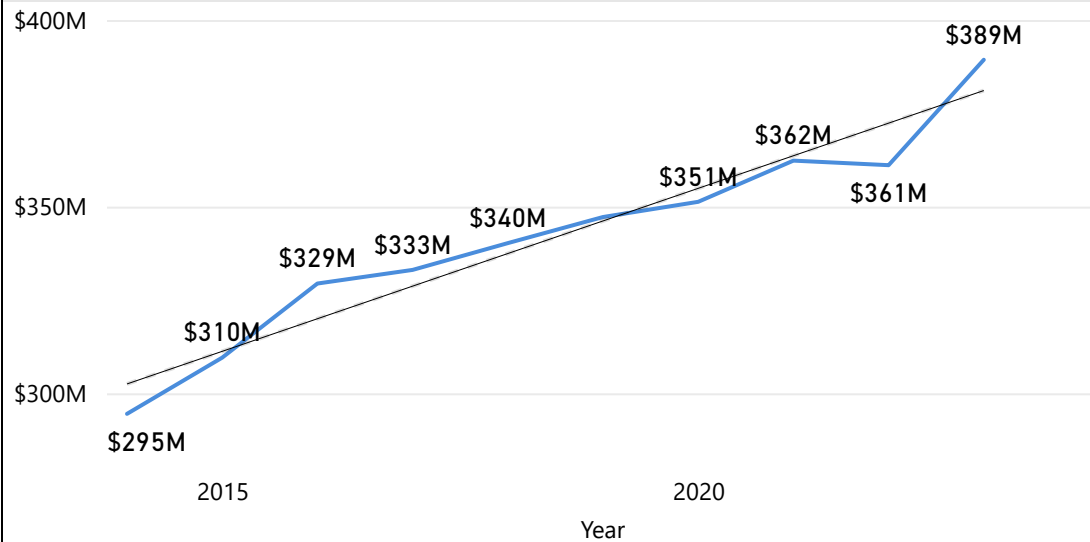
- May
- June
- July
- August
- September
- October
- November
- December
- January
- February
- March

Permit Filter

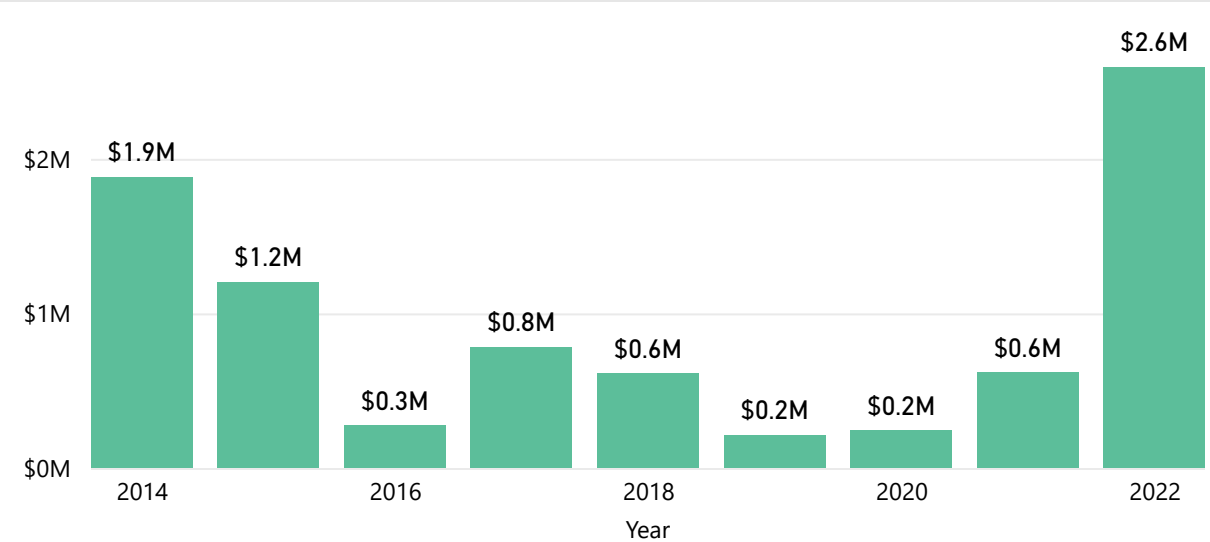
Fiscal Year

- 2020
- 2021
- 2022
- 2023
- 2024

Lindenhurst Taxable Equalized Assessed Value (EAV)



New Property EAV



EAV Filter

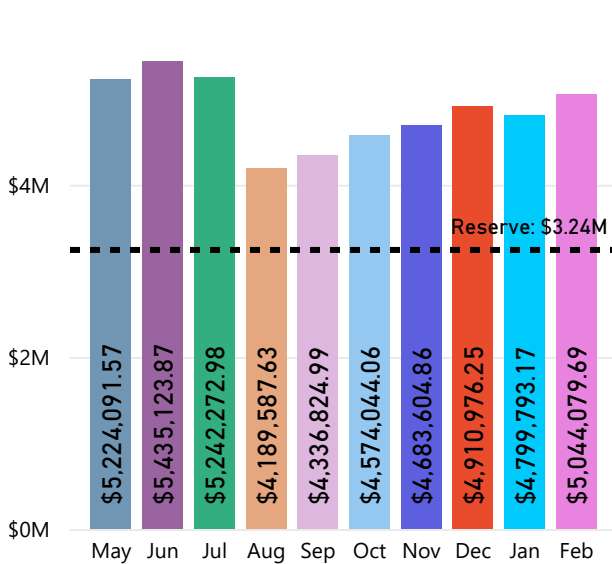
Year

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

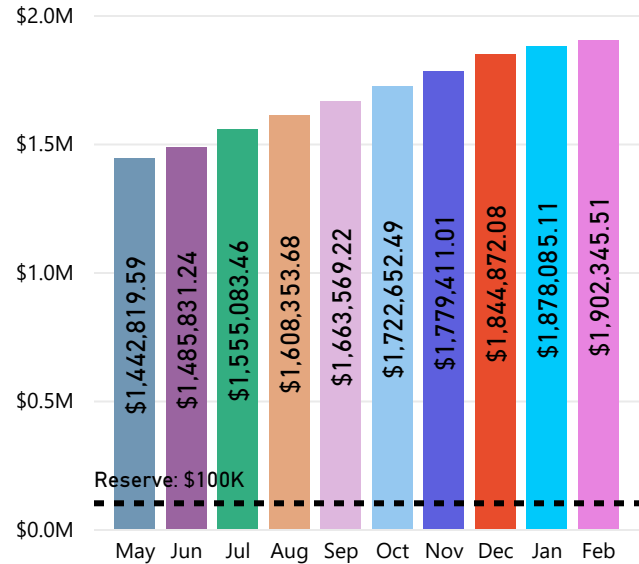
Responsible Growth & Development



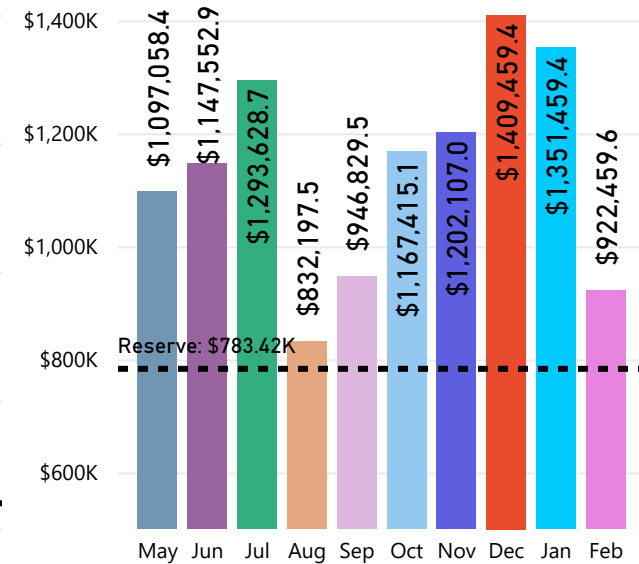
General Fund Cash Balance



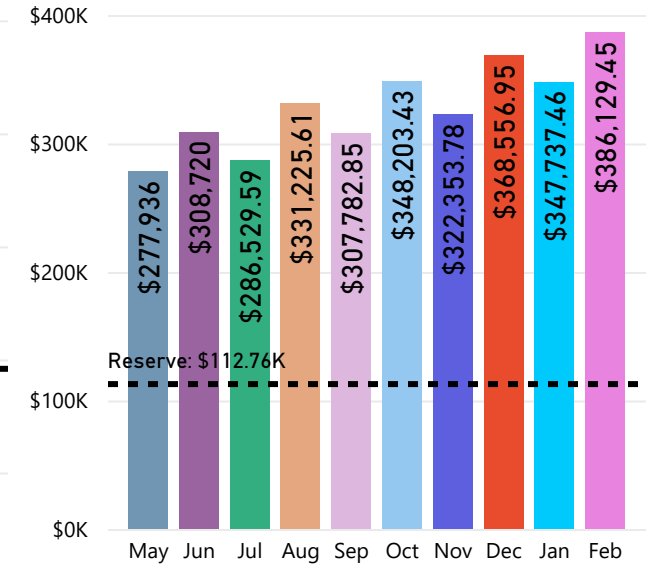
Motor Fuel Tax Cash Balance



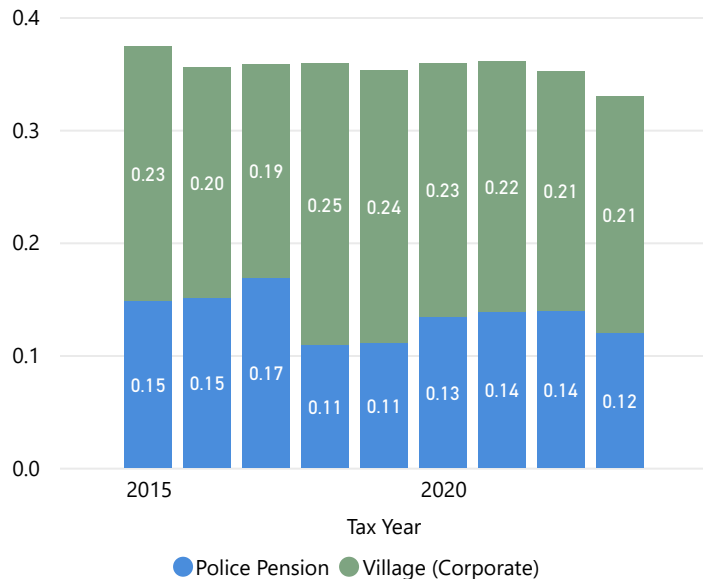
Water/Sewer Fund Cash Balance



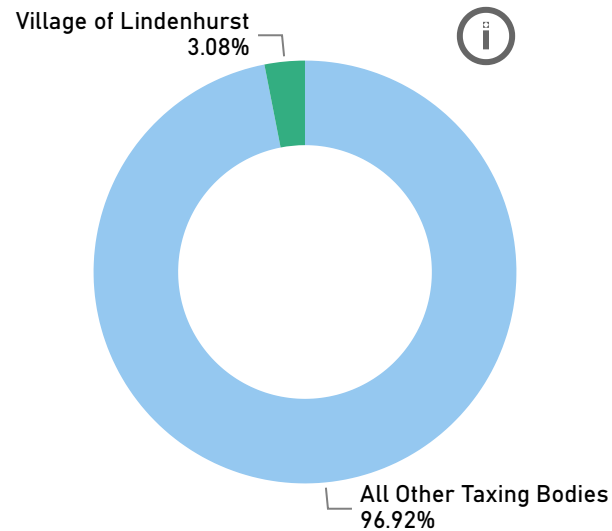
Garbage Fund Cash Balance



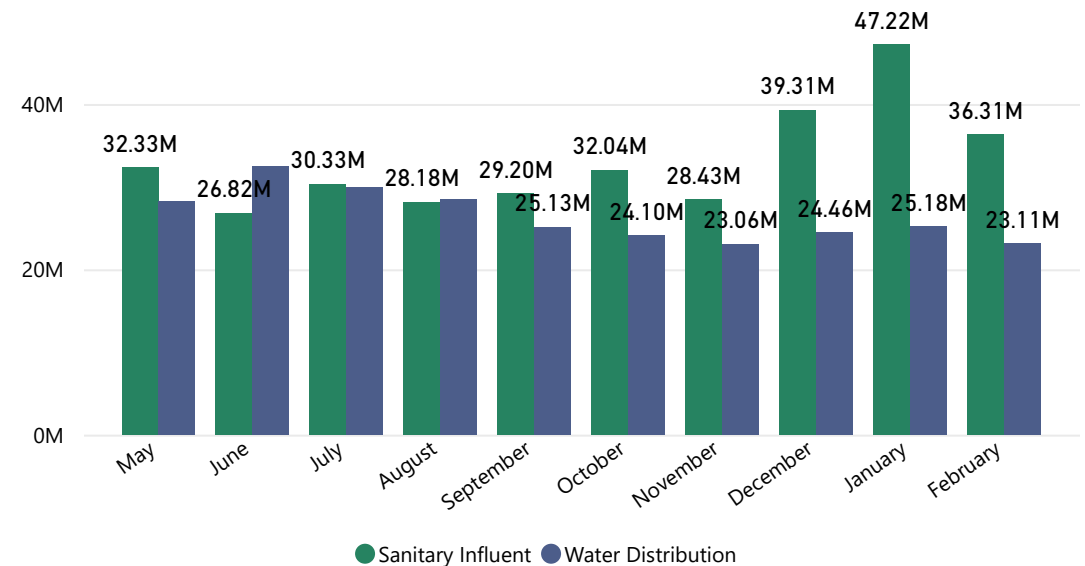
Annual Village Property Tax Rate



Percentage of Total Property Tax Bill



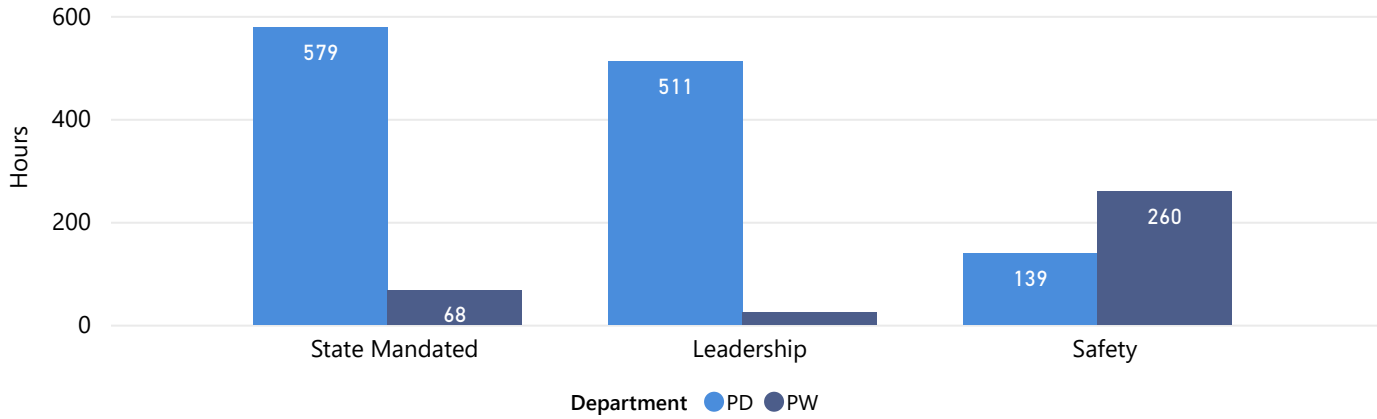
Water Distribution and Sewage Treatment Quantities



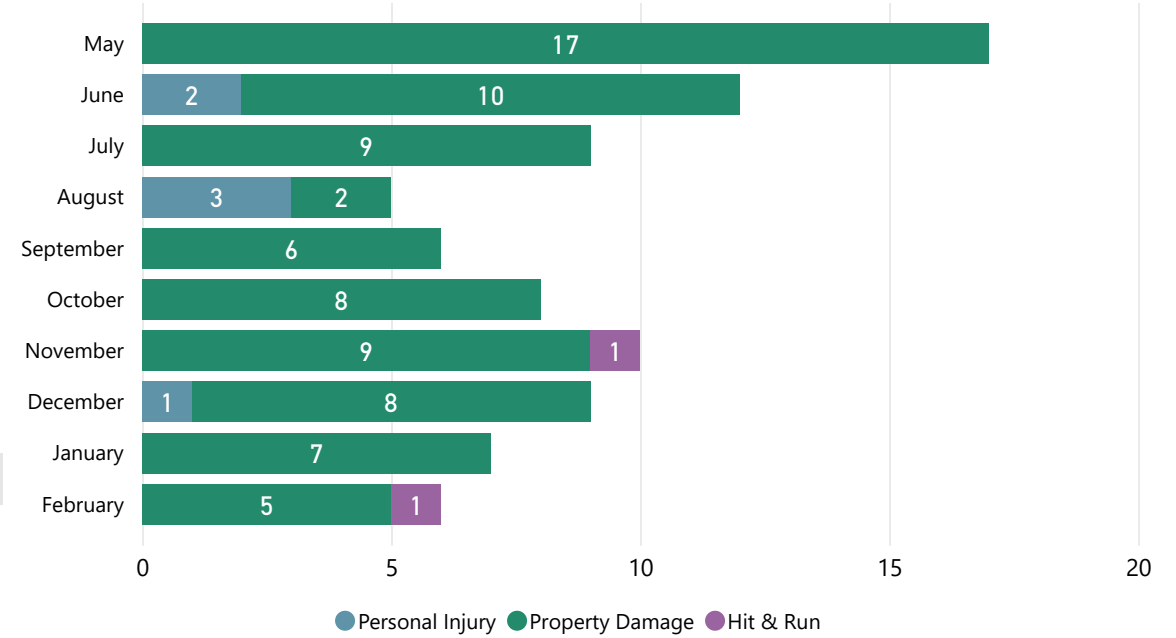
Innovative Planning & Practices



Organizational Training (Fiscal Year Total)



Traffic Accident Data by Month



Public Works Training Hours Per Employee

29.33

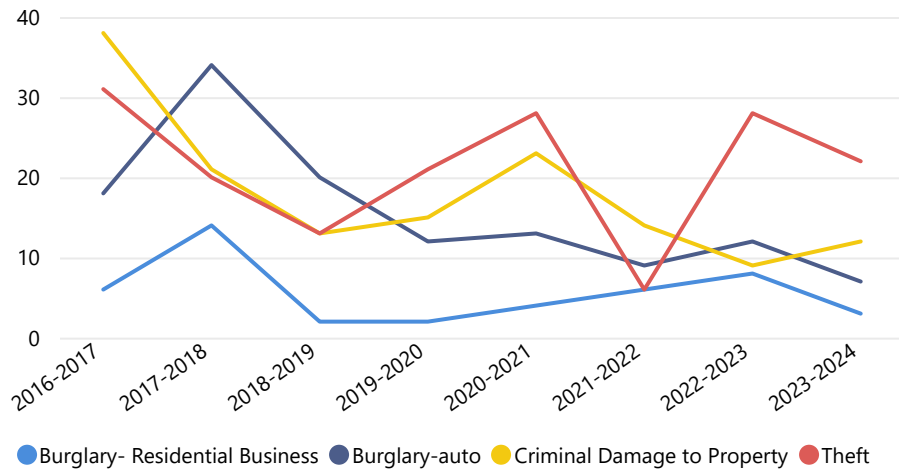
Public Works

Police Department Training Hours Per Employee

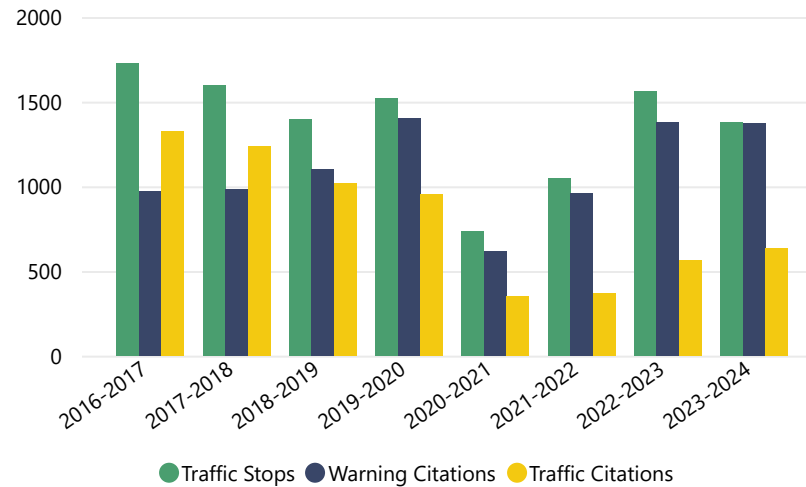
102.40

Police Department

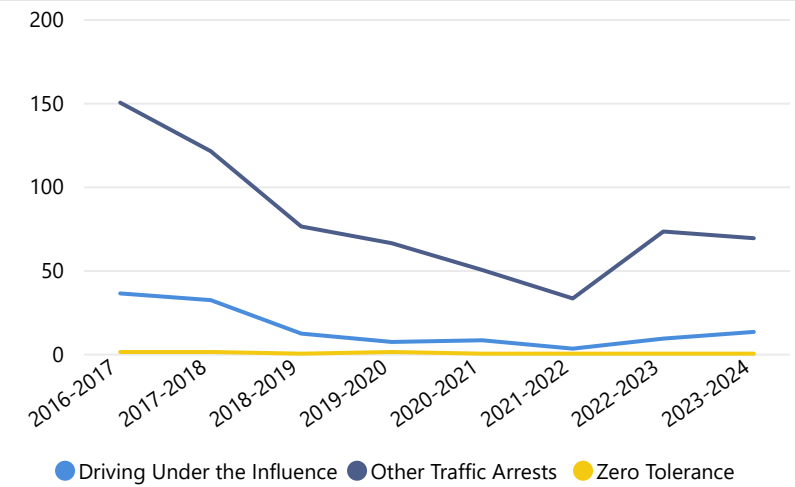
Criminal Offenses (Property)



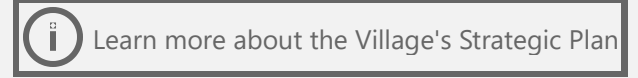
Traffic Enforcement



Traffic Enforcement Arrests



Measuring Strategic Plan



Community Branding & Engagement

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

Capital Infrastructure Planning & Improvements

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

Business Recruitment & Retention

Goal	% Complete	Notes
Explore the possibility of implementing a TIF district to help with redeveloping Linden Plaza/ Grand Commercial corridor	<div style="width: 100%;"></div>	100 TIF Adopted 5/9/22
Identify and explore business attraction strategies	<div style="width: 90%;"></div>	90 Economic Development Strategist has developed Goals and Action Plan
Execute identified business attraction strategies	<div style="width: 80%;"></div>	80 First Lindenhurst Business Meeting conducted; follow-up survey completed
Develop and implement a redevelopment plan for Linden Plaza and Grand Avenue commercial corridor	<div style="width: 75%;"></div>	75 LEAP Grant assistance provided to new and former businesses in Lindenhurst Center.

Responsible Growth & Development

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

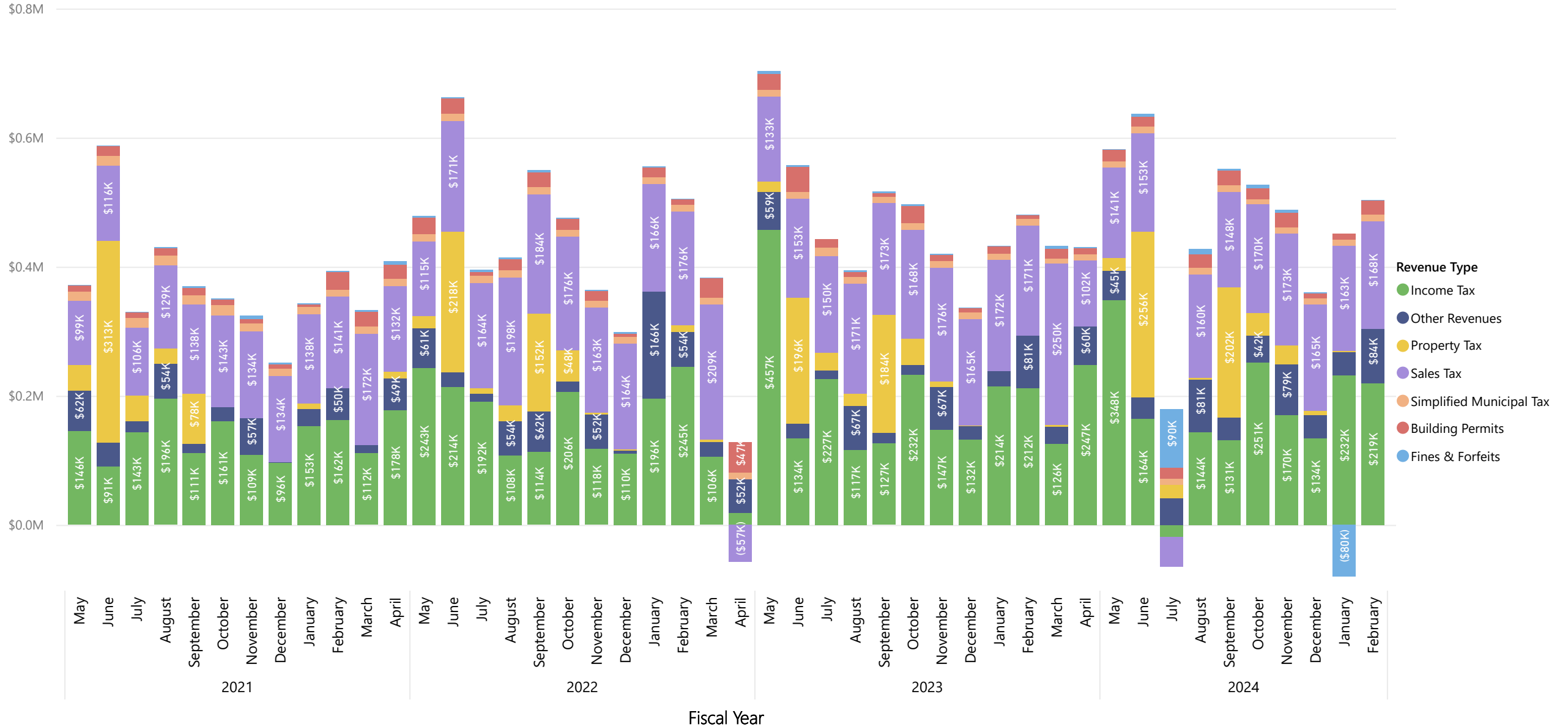
Innovative Planning & Practices

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

Village of Lindenhurst Financial Tracking and Detail Report



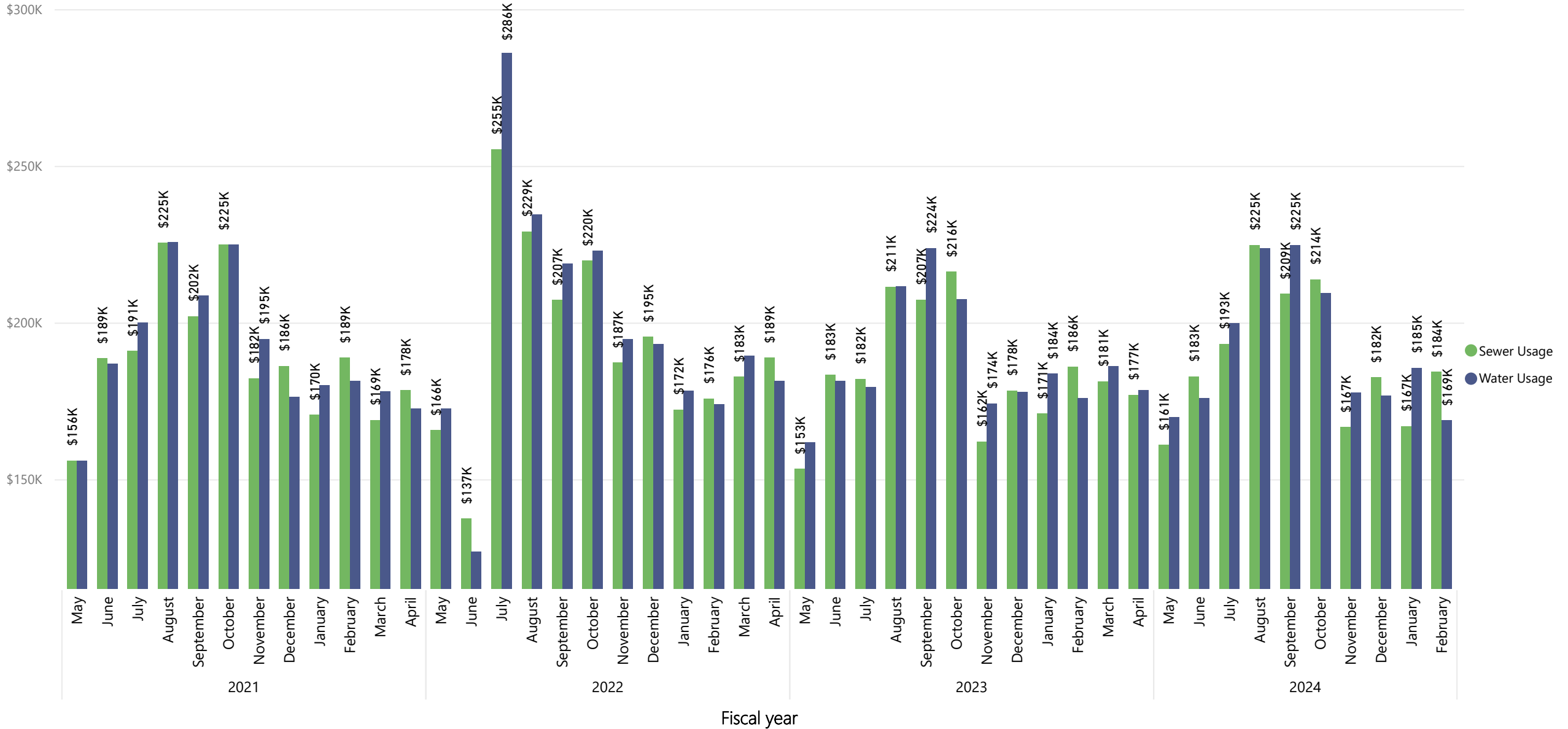
Annual General Fund Revenues by Type



Village of Lindenhurst Financial Tracking and Detail Report

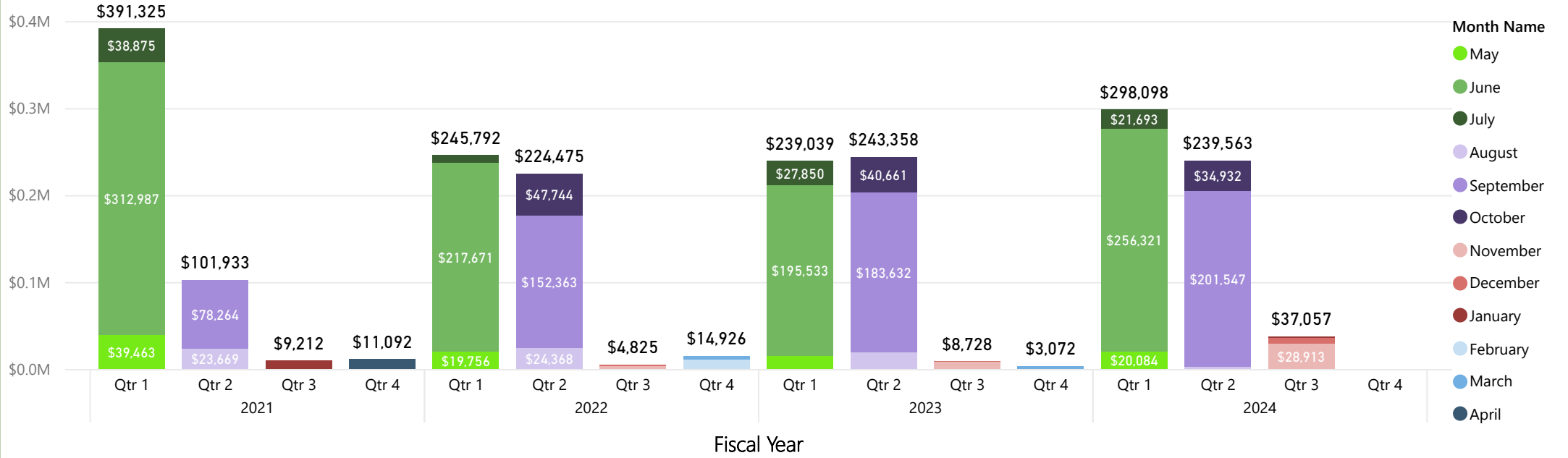


Annual Water and Sewer Receipts

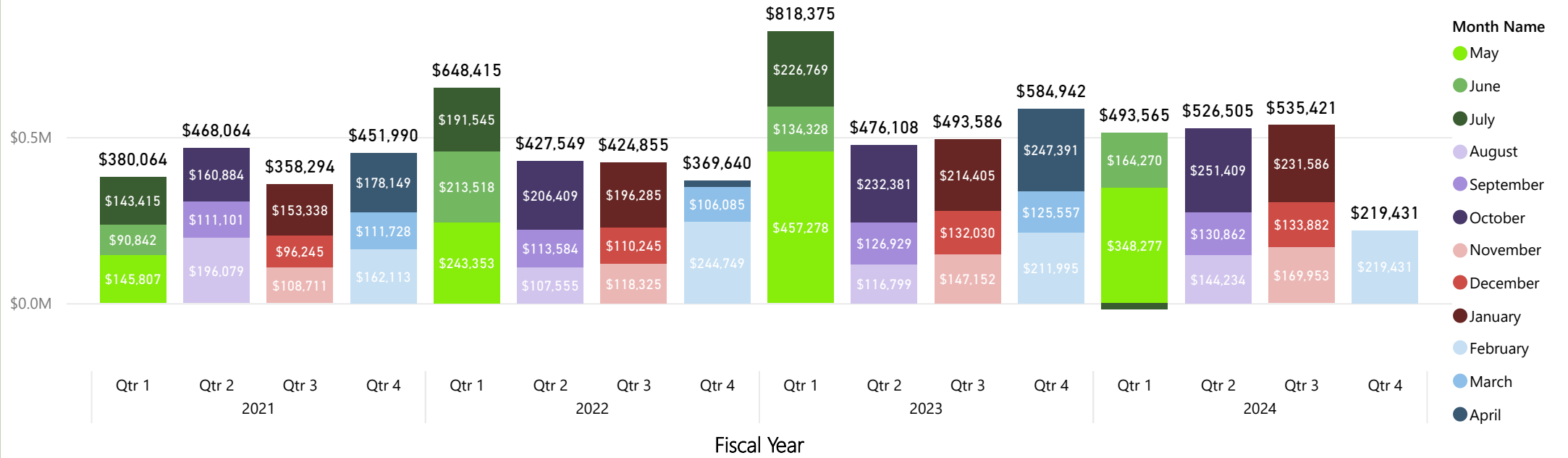


General Fund
Individual
Revenue
Sources

Property Tax Receipts by Month

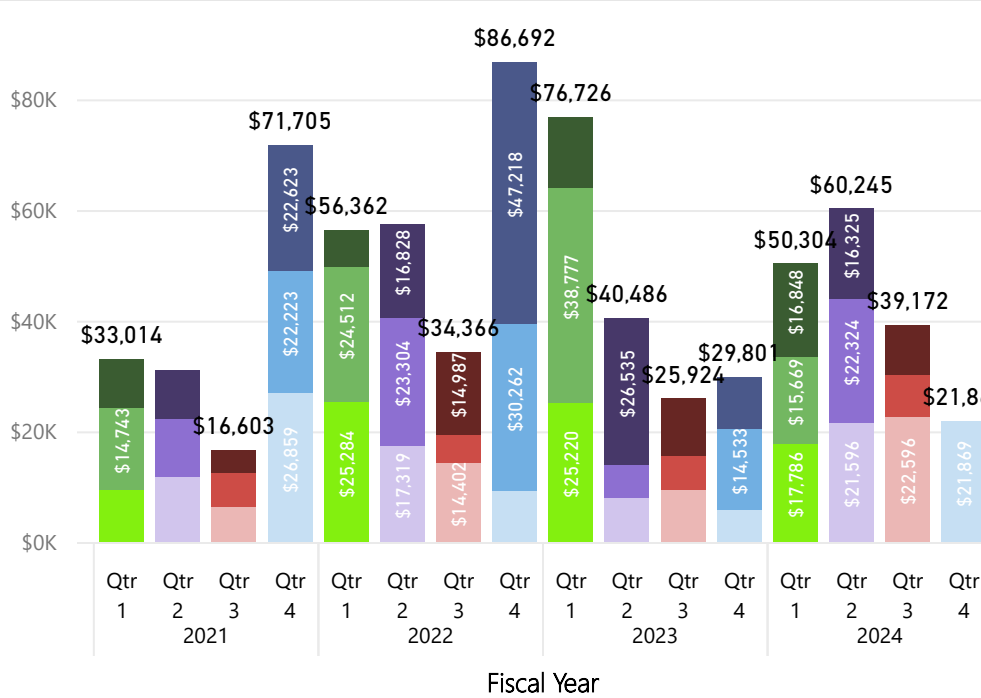


Income Tax Receipts by Month

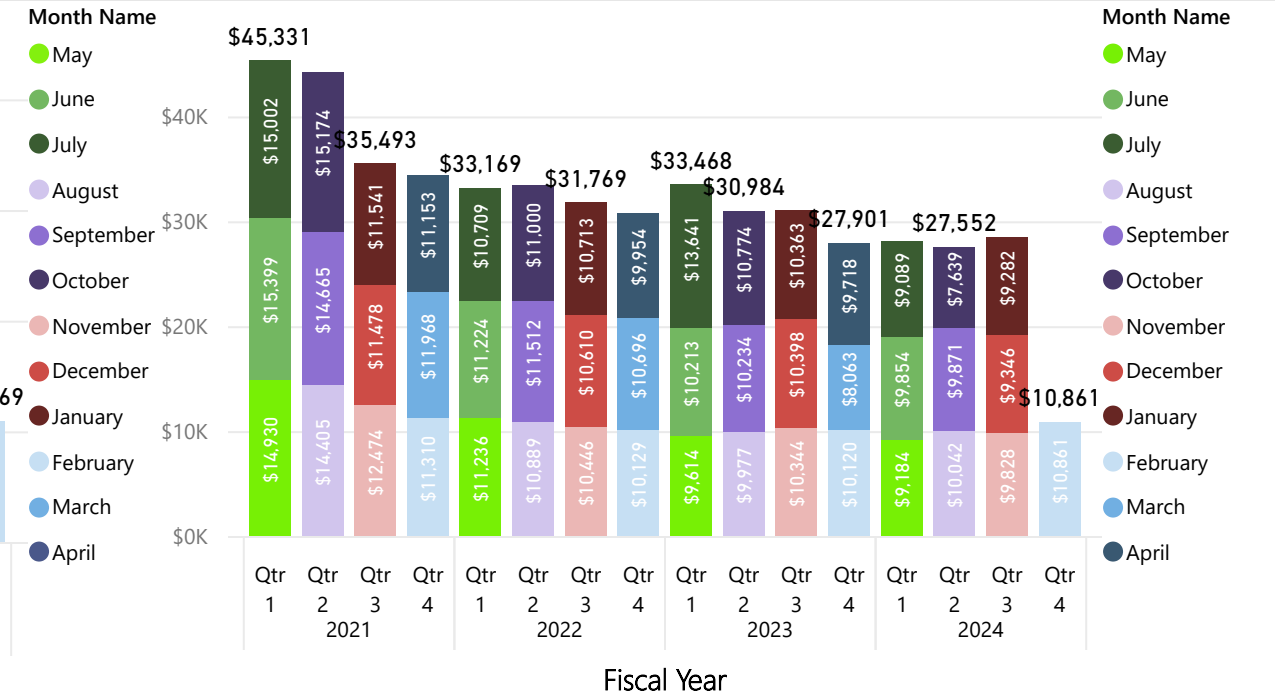


General Fund Individual Revenue Sources

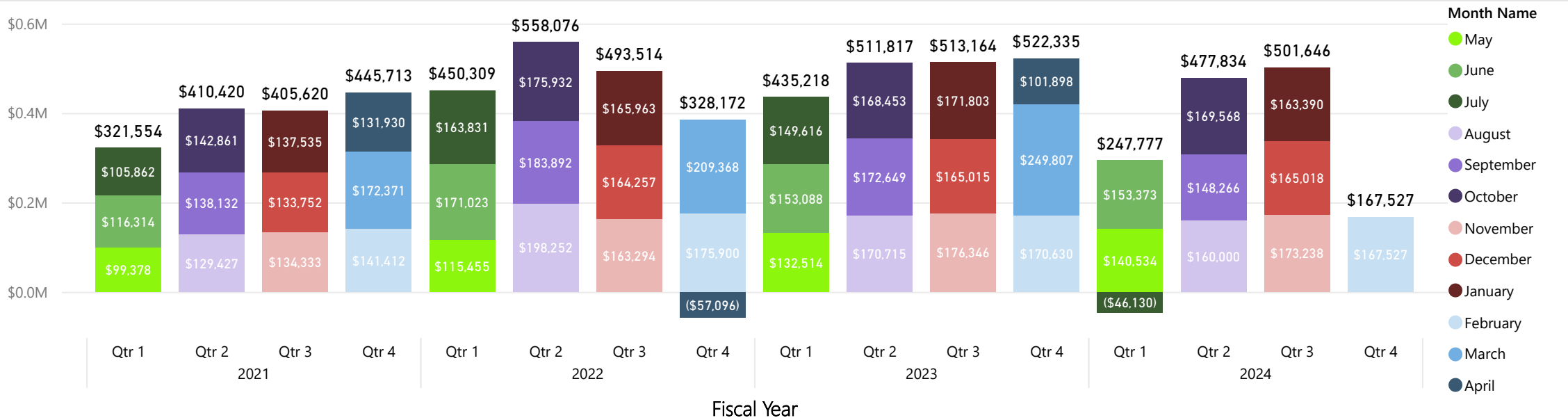
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

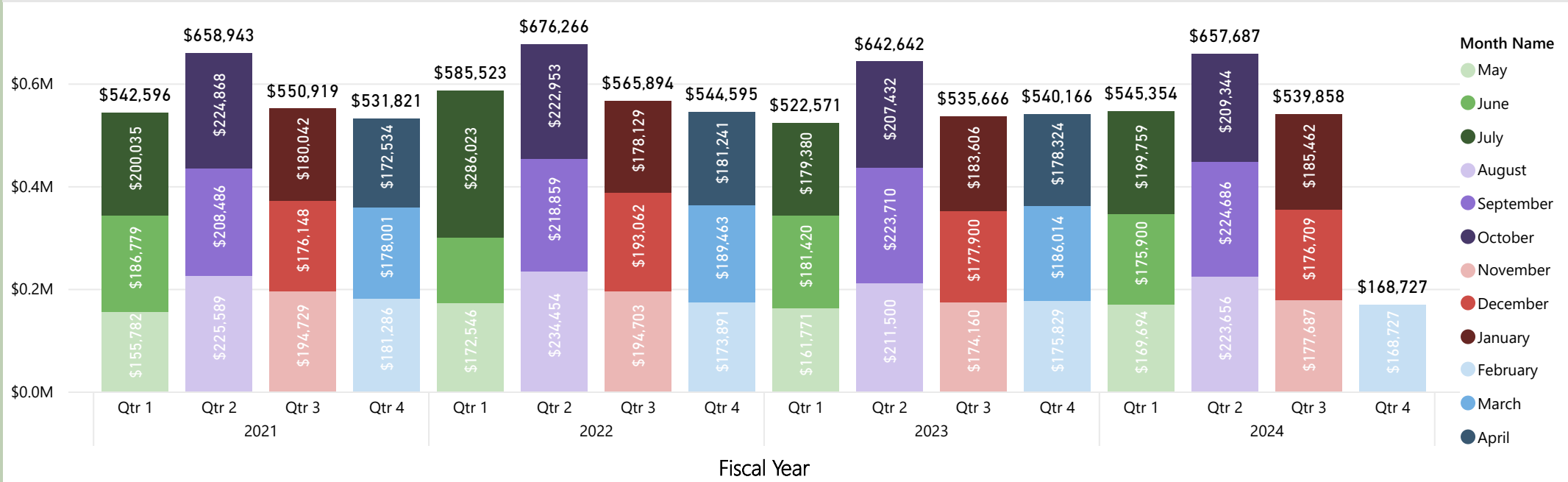


Sales Tax Receipts by Month

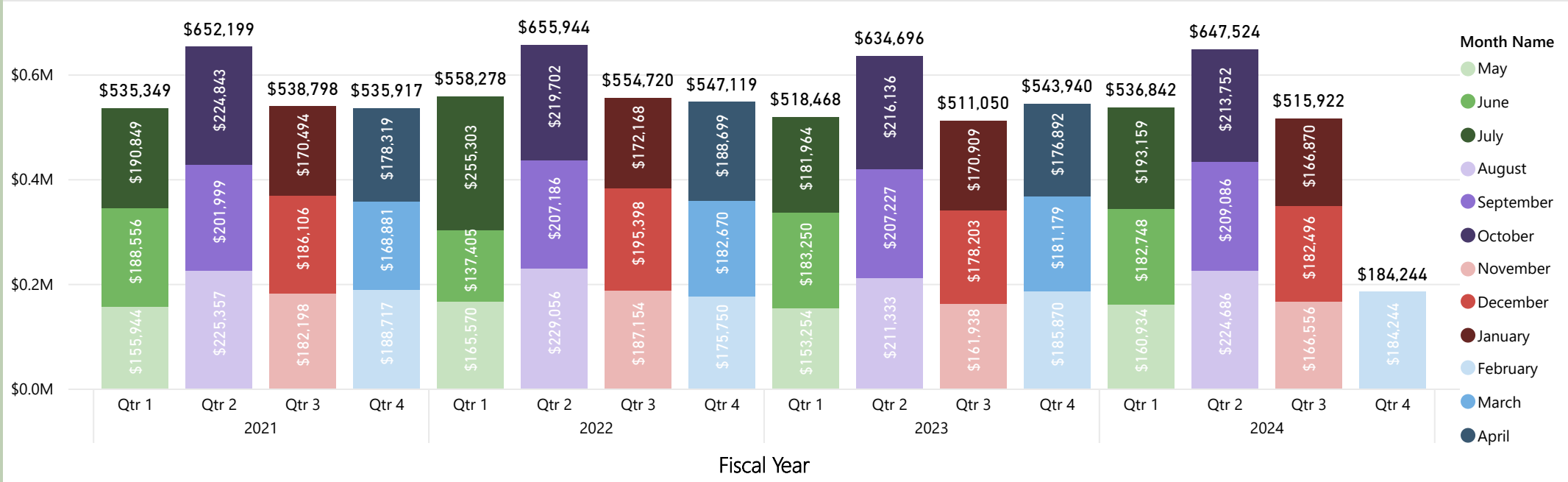


Water/ Sewer Revenues by Month

Water Usage Revenues by Month



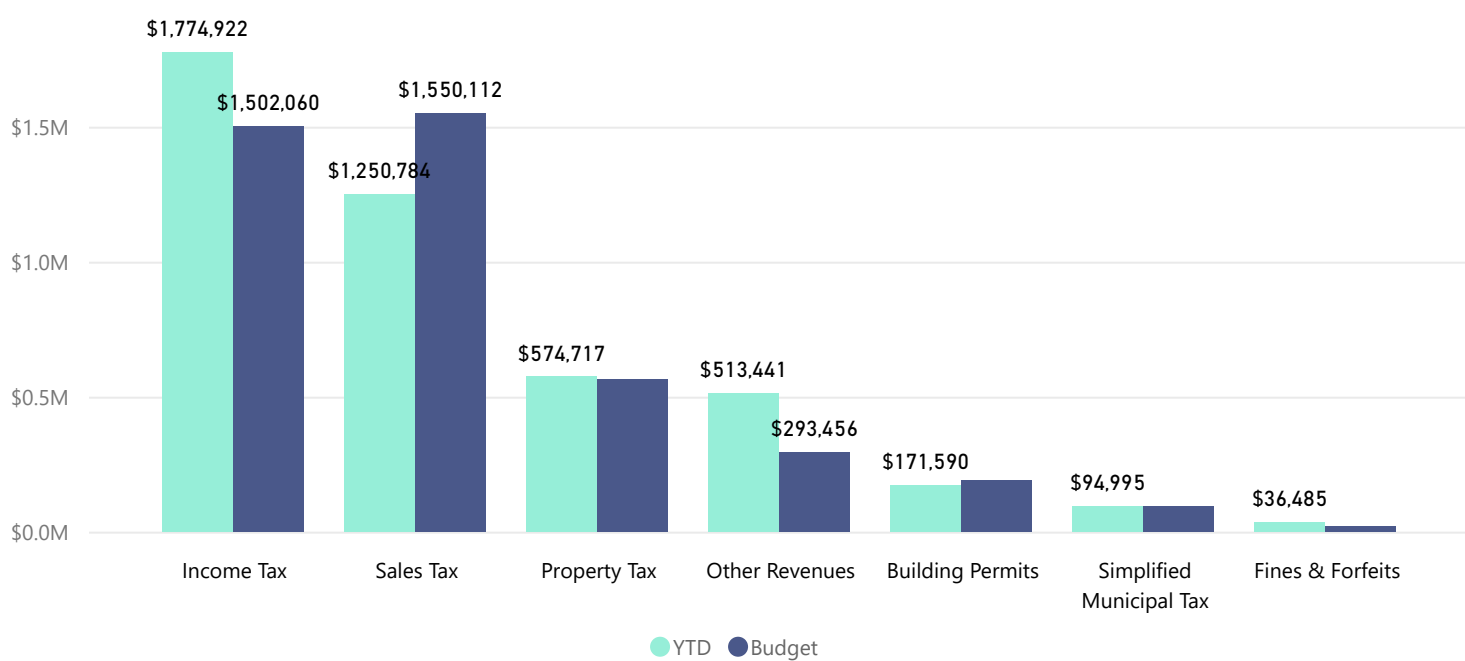
Sewer Usage Revenue by Month



General Fund Historical Revenues

FY	Month Name	Property Tax	Sales Tax	Income Tax	Fines & Forfeits	Building Permits	Simplified Municipal Tax	Other Revenues
2024	May	\$20,084	\$140,534	\$348,277	\$10	\$17,786	\$9,184	\$45,386
2024	June	\$256,321	\$153,373	\$164,270	\$4,198	\$15,669	\$9,854	\$33,513
2024	July	\$21,693	(\$46,130)	(\$18,982)	\$90,212	\$16,848	\$9,089	\$40,896
2024	August	\$3,084	\$160,000	\$144,234	\$8,336	\$21,596	\$10,042	\$80,644
2024	September	\$201,547	\$148,266	\$130,862	\$2,671	\$22,324	\$9,871	\$35,838
2024	October	\$34,932	\$169,568	\$251,409	\$5,147	\$16,325	\$7,639	\$41,648
2024	November	\$28,913	\$173,238	\$169,953	\$4,699	\$22,596	\$9,828	\$79,158
2024	December	\$6,584	\$165,018	\$133,882	\$1,152	\$7,668	\$9,346	\$36,240
2024	January	\$1,561	\$163,390	\$231,586	(\$80,000)	\$8,909	\$9,282	\$36,363
2024	February	\$0	\$167,527	\$219,431	\$60	\$21,869	\$10,861	\$83,755

Actual Fiscal Year 24 Revenue Compared to Budget

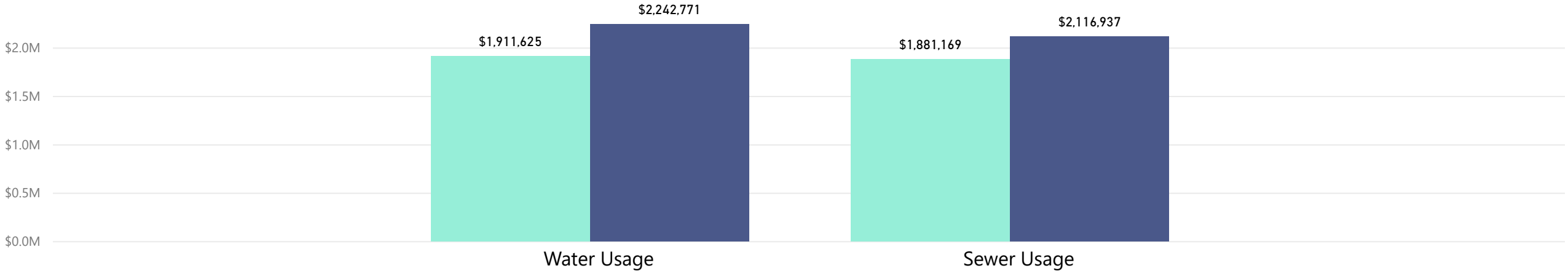


Revenues	YTD	Budget	% of Budget
Sales Tax	\$1,250,784	\$1,550,112	80.69 %
Income Tax	\$1,774,922	\$1,502,060	118.17 %
Property Tax	\$574,717	\$563,151	102.05 %
Other Revenues	\$513,441	\$293,456	174.96 %
Building Permits	\$171,590	\$191,310	89.69 %
Simplified Municipal Tax	\$94,995	\$94,406	100.62 %
Fines & Forfeits	\$36,485	\$20,607	177.05 %

Water/ Sewer fund Historical Revenues

FY	Month Name	Water Usage	Sewer Usage
2024	May	\$169,694	\$160,934
2024	June	\$175,900	\$182,748
2024	July	\$199,759	\$193,159
2024	August	\$223,656	\$224,686
2024	September	\$224,686	\$209,086
2024	October	\$209,344	\$213,752
2024	November	\$177,687	\$166,556
2024	December	\$176,709	\$182,496
2024	January	\$185,462	\$166,870
2024	February	\$168,727	\$184,244

Actual FY24 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$1,881,169	\$2,116,937	89 %
Water Usage	\$1,911,625	\$2,242,771	85 %



MEMORANDUM

DATE: March 8, 2024

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for March 11, 2024**

New Business

A. Ordinance 24-3-2284: Amending Section 111.20 of the Village Code Regarding the Number of Liquor Licenses – Lucia’s Taqueria – 2134 E. Grand Avenue

The Village received business and liquor license applications from the owners of Lucia’s Taqueria, a restaurant opening within the Lindenhurst Center. Their business is requesting a Class A liquor license which allows for the sale and consumption of liquor on premises. The applicants are seeking to obtain their local liquor license before obtaining their state license and prior to their projected opening date in May 2024. Increasing the number of Class A licenses by one would bring the total to four within that classification.

B. Approval: Replacement Public Works Truck Outfitting – Monroe Truck Equipment - \$93,150

Please see the included memo from the Utility Systems Manager. The FY 2024 Budget called for the replacement of one of the five-ton dump trucks with a low-profile dump truck to improve the flexibility of our fleet for more year-round use. Throughout last year, Public Works has struggled to identify a replacement vehicle which meets our needs, doesn’t exceed budget, and can be obtained in a timely fashion. Public Works staff located a Ford F750 chassis at a local dealership, and the Village worked quickly to approve the purchase of that vehicle. Now that we have purchased the chassis, Public Works has the opportunity to bid the outfitting of that truck and customize that build to our specifications. In past years, we were somewhat limited to the various build options for our vehicles.

Public Works is requesting the outfitting of this Ford F750 chassis with a flat bed and be equipped with a plow and a hydraulic system for dispensing liquid brine. That system could be removed in the summer for a water tank. The enclosed memo illustrates two other options for the build-out – installation of a “V-box” and traditional dump truck and their associated pros and cons. Public Works’ recommendation of going with a flat bed and liquid dispensing system will further bolster our deicing program and reduce the time it takes to apply to Village streets. There is also added functionality in hauling materials when needed. In addition, the installation of a flat bed and liquid dispensing system is less expensive than the other options presented.



Public Works requests consideration of the awarding the build of Truck 43 to Monroe Truck Equipment for a flat bed and liquid dispensing system in an amount not to exceed \$93,150.

C. Approval: FY 2024-2025 Vendor Bids, Quotes, and Proposals

The Village is in the third year of a process where we aggregate the list of vendors the Village Board may consider the approval containing bids, quotes, and proposals in an omnibus manner to improve efficiencies and transparency. The staff will then use this approved master list for the final touches on the draft budget. Your materials include the master list of Village vendors, their service, and terms of their various proposals. It also will call out those services which will require a need to re-bid the service formally.

Many of the vendors the Village utilizes are holding their prices from the previous fiscal year for their respective products or services. Those vendors are indicated within the master contract list. Other vendors may be increasing prices, but are within reasonable comparison of vendors offering the same product or service. We are seeing a significant increase in road salt unit prices, but the quantity we intend to purchase is decreased due to the lack of snow events this winter. Audit costs are increasing, but we believe that its prudent to remain with our current audit firm given the personnel turnover within Village Hall. Costs for water main repairs are dramatically higher across the board, an expense that is significantly impacting the planning for the FY 2024 budget. Other bids are pending as we await the bid results for our cooperative purchasing programs like those offered by the Lake County Municipal League. Those will require future authorization from the Village Board.

D. Discussion: Video Gaming Regulations

At the Village Board's previous meeting, discussion generated from the liquor license and gaming application of "The Links on Grand" yielded a desire to examine the video gaming café factors listed within ordinance for their current applicability. When initially established, the Village Board established a set of guiding parameters which allowed businesses primarily dealing in the preparation and sale of food and alcohol the primary opportunity to receive video gaming licenses. As was stated by Trustee Suchy during the February 26th meeting, the intent was to give restaurants, a desired user by the Village Board at that time, a greater probability of thriving within Lindenhurst. The language also was intended to limit the proliferation of these devices given how the community was divided on the issue of video gaming on the whole.

Many years have passed since that initial adoption, and the types of businesses seeking liquor sales with video gaming have changed and become more diverse. This change has prompted some desire to see if the video gaming language is adequately and/or appropriately regulating the number and types of business uses the Village Board would like to see obtain such licensing in our community.



Lindenhurst’s full gambling ordinance addressing video gaming is not included in your materials, as there are sections that don’t apply to this matter. Central to the Village Board’s discussion, however, is the section of the ordinance pertaining to video gaming cafes. That particular section is included below:

*(7) Video gaming cafes are not permitted in the Village. A **VIDEO GAMING CAFE** is defined as an establishment whose primary or a major focus is video gaming, and the service of alcohol and food is secondary to the video gaming operation. The following factors may be considered when determining if a proposed establishment is a video gaming cafe:*

- (a) The layout and design of the establishment;*
- (b) The preparation and variety of food and beverages offered;*
- (c) The creation and operation of a commercial kitchen on the premises where gaming is situated or a partnership with an establishment that operates a commercial kitchen;*
- (d) The number of video gaming machines relative to the customer seating capacity of the establishment must be 10 customer seats to 1 machine;*
- (e) The square footage of space devoted to video gaming relative to the amount of space devoted to other activities must be 4 for non-gaming to 1 for gaming;*
- (f) The source of proposed or actual revenue derived from the establishment;*
- (g) Whether the establishment is proposed to be marketed as a gaming establishment or have a gambling theme;*
- (h) The number of employees at the establishment and their proposed function; and*
- (i) Any other factors as determined relevant by the Local Liquor Commissioner.*

It is important to reiterate that the factors included in ordinance are considerations and not requirements that an applicant must meet. This is meant to allow the Village Board flexibility when determining the appropriateness of video gaming uses, but also provide guidance in differentiating between desired and undesired uses.

To assist in the Village Board’s discussion, our Village Attorney has assembled a number of various municipal ordinances which are meant to represent the spectrum of video gaming regulation. These ordinances can be examined for components which meet the Village Board’s intent when it comes to video gaming. While all the ordinances are included in your materials, the Village Attorney has analyzed these ordinances and compared and contrasted each of them. The analysis below is derived from the ordinances of Lindenhurst, Glenview, Deerfield, Harwood Heights, Round Lake Beach, Hainesville, Gilberts, Wadsworth, and Bartlett:

- **Ordinances Completely Prohibiting Video Gaming**
 - Glenview - Sec. 22-743 prohibits video gaming in the corporate limits of the Village.
 - Deerfield - Sec. 15-19.1(a) of the Deerfield Code prohibits video gaming within the Village.
- **Ordinances Prohibiting Gaming Cafes**
 - Lindenhurst



- § 134.08(C)(7) prohibits video gaming cafes (defined in Code) in the Village. The Village may consider the following factors when determining if a proposed establishment is a video gaming cafe:
 - (a) The layout and design of the establishment;
 - (b) The preparation and variety of food and beverages offered;
 - (c) The creation and operation of a commercial kitchen on the premises where gaming is situated or a partnership with an establishment that operates a commercial kitchen;
 - (d) The number of video gaming machines relative to the customer seating capacity of the establishment must be 10 customer seats to 1 machine;
 - (e) The square footage of space devoted to video gaming relative to the amount of space devoted to other activities must be 4 for non-gaming to 1 for gaming;
 - (f) The source of proposed or actual revenue derived from the establishment;
 - (g) Whether the establishment is proposed to be marketed as a gaming establishment or have a gambling theme;
 - (h) The number of employees at the establishment and their proposed function; and
 - (i) Any other factors as determined relevant by the Local Liquor Commissioner.
- Harwood Heights
 - Sec. 4.28.1550 of the Village ordinance is substantially similar to Lindenhurst, except, the Village may consider the following additional factor when determining if a proposed or operating establishment is a video gaming cafe:
 - The percentage of proposed or actual revenue derived from food and beverage sales as a percentage of total gross revenues for the establishment on an annual basis based on audited financial statements, corporate financial reports, tax return information, state liquor license reports, or any other form of information deemed acceptable by the village;
- **Variations Among Other Video Gaming Ordinances**
 - Round Lake Beach
 - Sec. 3-9-1(B) states that no more than 6 video gaming terminals may be located at licensed fraternal establishments and licensed veterans' establishments
 - Sec. 3-9-1(C) states that no more than 2 video gaming terminals may be located at licensed truck stop establishments. In addition, video gaming terminals at licensed truck stop establishments may not be operated or used between the hours of 12:01 a.m. and 8:00 a.m. each day.
 - Sec. 3-9-2 requires each licensed establishment to concurrently supply to the village its application to the Illinois Gaming Board and a copy of the license issued by the Illinois Gaming Board.



- Sec. 3-9-3 prohibits licensed establishments from being located within 100 ft of a school or a place of worship.
- Harwood Heights
 - 4.28.1500(B) prohibits video gaming terminals, activities or operations are in the village, except pursuant to the issuance of a Class V liquor license to the holder of a Class A, A-1, F and F-1 liquor license as set forth in Section 4.12.050. A supplementary Class V liquor license shall authorize holders of a Class A, A-1, F and F-1 liquor license to have and operate video gaming terminals upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board.
 - As part of the process to obtain a terminal license, Section 4.28.1510 of the Code requires applicants to submit a site plan with their application, that specifies the premises providing information about the location and operation of the video gaming terminals, along with a copy of the licensee's state video gaming license issued by the Illinois Gaming Board, and payment of the gaming terminal fee required by this article.
 - Section 4.28.1540 of the Code requires the licensees and their premises to comply with the following conditions:
 - 1. Clearly display valid state and Village video gaming licenses at all times.
 - 7. Requires signs to be posted at the entrance to, and inside of, the designated gaming area in accordance with the regulations adopted by the Illinois Gaming Board.
 - 10. Requires licensed establishments to immediately notify the village president in the event the Illinois Gaming Board revokes or suspends the licensed establishment's video gaming license. The revocation, loss, or suspension of a valid state video gaming license shall automatically result in the revocation, loss, or suspension of the village video gaming license for all video gaming terminals without any refund of any fee.
 - 12. Requires video recording and monitoring equipment to be installed and maintained by licensees in good working order in the licensed premises pursuant to specifications determined by chief of police (or designee) and to continuously record the restricted area containing video gaming terminals during all hours of operation. Video recordings shall be stored and maintained for at least 60 days and must be accessible to the chief of police (or designee) upon request at anytime. A written notice that "video gaming operations are video recorded" shall be posted at the entrance to the restricted area. Licensees who have video gaming terminals shall record all persons entering or leaving the building, the operation and playing of all video gaming terminals, and all payouts/distributions of winnings from gaming activities.
 - 14. Except as otherwise provided herein, on-premises exterior signage by the licensee pertaining to video gaming is limited to (i) one



- (1) single-faced sign or one (1) double-faced sign not to exceed eleven (11) inches by seventeen (17) inches placed in or on a window stating, in block lettering no larger than six (6) inches, "VIDEO GAMING" and (ii) one (1) banner sign, as defined in Section 17.36.070(B)(2), affixed to one (1) exterior wall of the licensed premises not to exceed two (2) feet by six (6) feet. Such signs shall not feature any flashing, blinking or intermittent lights and may only be erected upon the issuance of a sign permit. Notwithstanding the foregoing, each newly licensed holder of a supplementary Class V liquor license in the village may additionally:
- a. A temporary sign for up to ninety (90) days upon commencement of video gaming operations open to the public announcing the grand opening of video gaming on the premises. Such sign shall be limited to a banner sign, as defined in Section 17.36.070(B)(2), and may not exceed eighteen (18) feet long, or three (3) feet tall, notwithstanding stricter limitations set forth in Section 17.36.130. Such temporary signage shall be placed in a single location on the exterior wall of the licensed premises along the primary frontage of the building for a maximum of ninety (90) days and may only be posted upon the issuance of a permit; and
 - b. Erect one (1) additional temporary sign, including a banner, pennant or flag, for a period not to exceed ninety (90) days per year in accordance with the procedures and standards set forth in Section 17.36.130.B. of the Village Code including, without limitation, regulations governing attention-getting devices set forth in Section 17.36.130.B.5. of the Village Code.
- 15. Upon receipt of proof of the issuance of an Illinois video gaming license, the issuance of a Class V village liquor license, and payment of all appropriate fees, the village will issue video gaming terminal stickers, which must be affixed to each video gaming terminal in a conspicuous place and shall be clearly displayed at all times on each video gaming terminal. Video gaming stickers shall not be transferable. This section makes it unlawful to operate a video gaming terminal in the village without a valid video gaming terminal sticker affixed thereon.
 - 16. Each licensed terminal operator must be an Illinois resident or have performed business continuously within Illinois for a period of 48 months prior to the effective date of the Video Gaming Act.
 - 17. A video gaming terminal operator may not be a video gaming terminal manufacturer or distributor. An owner or manager of a licensed video gaming location may not be a video gaming terminal manufacturer or distributor.
 - 18. Requires installation and maintenance of a burglar alarm system on the licensed premises. The alarm system must alert the licensed



premises' alarm system monitor, who must promptly notify the police department in instances of unpermitted entry into the licensed premises. Alarm systems must have an alarm permit issued by the village and such system shall be approved by the chief of police.

- 19. No building housing a video gaming terminal shall be located within 100 feet of another building housing a video gaming terminal.
- Gilberts
 - 3-2-21(C): Except as expressly provided for "large truck stops", not more than 6 video gaming terminals may be located in a licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises. Video gaming terminals may also be located at licensed fraternal establishments, licensed veterans' establishments and licensed truck stop establishments. An establishment that is licensed by the state of Illinois as a "large truck stop" may operate up to 10 video gaming terminals, provided, however, that the issuance of a state or local video gaming license to a "large truck stop" does not grant any zoning or other approval to the establishment to operate as a truck stop, including but not limited to the use of the property for overnight truck parking or a truck car wash, in the village without first obtaining all necessary zoning and other approvals required by the village's unified development ordinance or other village ordinance, code, or regulation.
- Wadsworth
 - 3-14-1(B): Video gaming is not permitted within the Village except pursuant to a valid liquor license issued by the Village's local liquor commissioner and pursuant to the issuance of a valid gaming terminal license as set forth in this Chapter. Establishments licensed to operate video gaming terminals as truck stops by the State of Illinois without the need for a liquor license are also required to obtain a valid video gaming terminal license from the Village as set forth in this Chapter.
- Bartlett
 - Sec. 3-3-2-21: authorizes Class V license holders to operate a video gaming establishment on licensed premises subject to certain conditions, including:
 - Class V licenses are capped to 10
 - Any revocation of the video gaming terminal operator's license will automatically terminate the Class V license.
 - Prohibits video gaming cafes from operating under a Class V license
 - The primary or major focus of a Class V establishment shall be the service of alcohol and food, and video gaming must be incidental to the service of alcohol and food.
 - Class V licensees must provide a full-service food menu with at least 15 food items and non-alcoholic beverages, the menu must be submitted with the license application, licensed establishments must have at least 12 customer seats for every 1 video gaming terminal.



- Class V licensees are subject to annual Village audits to confirm that no more than 30% of the Class V establishment's gross revenue is derived from video gaming.
- Sec. 3-3-2-22: authorizes Class VC license holders to operate video gambling terminals as a video gaming café subject to certain conditions, including:
 - Class VC licenses are capped at 12
 - Any revocation of the video gaming terminal operator's license will automatically terminate the Class VC license
 - Licensed premises must be at least 1,500 square feet
 - No Class VC license will be issued to an establishment located within 1,500 ft of another VC licensed establishment
 - Premises must have at least 4 customer seats for every 1 terminal
 - The licensee must serve food

These ordinances are included for your reference. The Village Board should work to find a consensus on the nature of the video gaming problem – whether the status quo should be maintained or if the Village's ordinance language should be further restricted or loosened for new applicants. Consideration should be given to the types of business/uses impacted by changes to the video gaming factors. The Links on Grand have also submitted a letter to the Village Board's attention about their continued desire to receive a video gaming license in advance of your discussion. That letter is also included in the meeting materials.



Suggested Motion

- A. Move to adopt Ordinance 24-3-2284 amending Section 111.20 of the Village Code regarding the number of liquor licenses for an additional Class A license for Lucia’s Taqueria (2134 E. Grand Avenue).**

Roll Call:

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

ORDINANCE NO. 24-3-2284

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: March 11, 2024

ORDINANCE NO. 24-3-2284

**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>34</u>
A-V	3
AA	0
AA-V	2
B	8
BYOB	0
C	0
C-V	0
D	0
D-V	0
E	2
E-V	2
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 11th day of March, 2024.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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

Liquor License Application

Print

Submitted by: Amanda Moran

Submitted On: 2024-01-21 18:55:20

Submission IP: 67.184.206.188 (165.225.58.88)
proxy-IP (raw-IP)

Status: Open

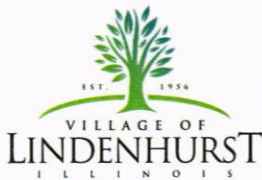
Priority: Normal

Assigned To: General Mailbox Village Hall

Due Date: Open

Attachments

- [Amanda Driver License 2022.pdf](#) - 2024-01-21 06:55:21 pm
- [Lucia's Taqueria Certificate of Insurance.pdf](#) - 2024-01-21 06:55:20 pm
- [Amanda Driver License 2022.pdf](#) - 2024-01-21 06:55:20 pm



Liquor License Application

Please fill out this application completely; failure to do so will result in rejection of your application.

⊙ **\$200 First-Time Application Fee**

* **CLASS OF LIQUOR LICENSE**

CLASS A (Full Service): \$2,000 Annually

Make Check Payable to Village of Lindenhurst

REQUIRED DOCUMENTS:

1. Copy of current **State Liquor License**.
2. Copy of **Certificate of Insurance** (not the Policy Declaration), if alcohol will be consumed on the premise.
3. Copy of **Driver's License(s)** of each stakeholder listed under OWNERSHIP INFORMATION (for first-time applications).

* **Upload a File**

Choose File No file chosen

The Upload a File field is required

State Liquor License

* **Upload a File**

Choose File No file chosen

The Upload a File field is required

Certificate of Insurance

Upload a File

Choose File No file chosen

Stakeholder #1

Upload a File

Choose File No file chosen

Stakeholder #2

Upload a File

Choose File No file chosen

Stakeholder #3

Upload a File

Choose File No file chosen

Stakeholder #4

APPLICANT - CORPORATE INFORMATION

*** FEIN**

93-4179065

Federal Employer Identification Number

*** IBT**

4512-8014

Illinois Business Tax Number

DOING BUSINESS AS (DBA)

*** DBA Name**

Lucia's Taqueria

Doing Business As (in Lindenhurst)

*** DBA Phone**

(847) 477-5235

Phone for Lindenhurst Location

*** DBA Address**

2134 E Grand Ave

in Lindenhurst

*** DBA Email**

luciestaquerialindenhurst@gmail.com

Business Email

*** Make Public on Lindenhurst Business Directory?**

- Yes
- No

BILLING/CORRESPONDENCE INFORMATION

*** First Name**

Amanda

Billing Contact

*** Last Name**

Moran

Billing Contact

Billing Address

City

State

Zip Code

if different from DBA

Phone

if different from DBA

*** Email**

if different from DBA

STATUS OF BUSINESS

Select the applicable Type of Business Entity (sole proprietorship, partnership, Illinois corporation, foreign corporation, or limited liability company) which corresponds to your business' official papers filed with the Office of the Illinois Secretary of State.

Type of Business Entity

LLC

BUSINESS FORMATION INFORMATION

Based on the Type of Business Entity selection, provide: the date of the filing of the sole proprietorship with the county clerk; in the case of a partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois; or in the case of a limited liability company, the date of formation of such entity.

SOLE PROPRIETORSHIP: Date filed with County Clerk

MM/DD/YYYY

Format: MM/DD/YYYY

PARTNERSHIP: Date of Formation

MM/DD/YYYY

Format: MM/DD/YYYY

ILLINOIS CORPORATION: Date of Incorporation

MM/DD/YYYY

Format: MM/DD/YYYY

FOREIGN CORPORATION

State of Incorporation

LLC

13930112

Illinois Secretary of State File #

Not-for-Profit

State Qualified to do Business in Illinois

ELIGIBILITY QUESTIONS

* 1) Are you delinquent in payment of ROT (Sales Tax)?

Yes No

* 2) Are you delinquent under the Cash Beer Law?

Yes No

* 3) If a Retailer, are you delinquent under the 30-Day Credit Law?

Yes No Does Not Apply

* 4) If a Distributor, are you delinquent under the 15-Day Credit Law?

Yes No Does Not Apply

* 5) Have you ever been denied a Liquor License?

Yes No

If yes, where?

Why?

5)a.

5)b.

* 6) Have you ever had a previous Liquor License suspended or revoked?

Yes No

If yes, where?

Why?

6)a.

6)b.

* 7) Have you ever been convicted of a Felony?

Yes No

If yes, where?

What Felony?

7)a.

7)b.

* 8) Have you ever been convicted of a Gaming Offense?

Yes No

If yes, where?

What Offense?

8)a.

8)b.

OWNERSHIP INFORMATION

Provide the owner/officer/partner information in accordance with the business status described under STATUS OF BUSINESS. This information must be submitted for all owners/officers/partners. The same information must be submitted for shareholders with interests equal to or exceeding 5%.

The following information must be provided for each individual applicant, sole proprietor, partner, corporate officer or director (whether or not they own any stock), shareholder owning in the aggregate stock equal to or more than 5% (including officers, directors and shareholders with stock equal to or more than 5% for all corporate shareholders), and/or manager or agent conducting the business. Indicate the total percentage of stock of the corporation, if any, which is held by persons who hold less than a 5% interest. **All not-for-profit organizations and associations must provide the requested information for all corporate officers, directors and managers.**

A)

Moran

Amanda

L

Owner

Last Name

First Name

Middle Initial

Title/Position

Street Address	City	State	Zip Code
.	Date of Birth	.	.
Phone	Format: MM/DD/YYYY	Social Security Number	Sex % Owned

B)

Last Name	First Name	Middle Initial	Title/Position
Street Address	City	State	Zip Code
.	Date of Birth	.	.
Ex. (123) 456-7890	MM/DD/YYYY		
Phone	Format: MM/DD/YYYY	Social Security Number	Sex % Owned

C)

Last Name	First Name	Middle Initial	Title/Position
Street Address	City	State	Zip Code
.	Date of Birth	.	.
Ex. (123) 456-7890	MM/DD/YYYY		
Phone	Format: MM/DD/YYYY	Social Security Number	Sex % Owned

D)

Last Name	First Name	Middle Initial	Title/Position
Street Address	City	State	Zip Code
.	Date of Birth	.	.
Ex. (123) 456-7890	MM/DD/YYYY		
Phone	Format: MM/DD/YYYY	Social Security Number	Sex % Owned

*** E)**

0

Total Percentage of all stock held by all persons with less than 5% interest.

LOCAL MANAGER INFORMATION

* First Name	* Last Name	* Phone
Brian	Moran	[REDACTED]
Manager	Manager	Manager

CURRENT RETAIL LIQUOR LICENSE IN OTHER STATES

Do you currently hold five or less retail liquor licenses in other states? If yes, please provide the following information for each out-of-state liquor license.

Business Name 1	City	State
Business Name 2	City	State
Business Name 3	City	State
Business Name 4	City	State
Business Name 5	City	State

BUSINESS LOCATION INFORMATION

A) Business Type

Restaurant

If "Other" business type, please describe

B) Warehousing

If any of your inventory is warehoused, provide the following information:

Street Address	City	State	Zip Code	County
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C) Rights to the Property

I hereby certify that the property is leased from the landlord.

TRAINING PROGRAM REQUIRED

https://codelibrary.amlegal.com/codes/lindenhurstil/latest/lindenhurst_il/0-0-0-3506

1. See the above link for additional documentation required for display and/or submission to the Village.
2. Submit a complete list of employees.
3. Attach copies of Basset Certification for each employee.

Upload a File

Choose File No file chosen

List of Employees

Upload a File

Choose File No file chosen

Basset Certification 1

Upload a File

Choose File No file chosen

Basset Certification 2

Upload a File

Choose File No file chosen

Basset Certification 3

Upload a File

No file chosen
Basset Certification 4

Upload a File

No file chosen
Basset Certification 7

Upload a File

No file chosen
Basset Certification 10

Upload a File

No file chosen
Basset Certification 13

Upload a File

No file chosen
Basset Certification 5

Upload a File

No file chosen
Basset Certification 8

Upload a File

No file chosen
Basset Certification 11

Upload a File

No file chosen
Basset Certification 14

Upload a File

No file chosen
Basset Certification 6

Upload a File

No file chosen
Basset Certification 9

Upload a File

No file chosen
Basset Certification 12

Upload a File

No file chosen
Basset Certification 15

CERTIFICATION

I, the undersigned, the applicant or authorized representative thereof, swear or affirm that the matters stated in the foregoing application are true and correct, are made upon my personal knowledge and information, are made for the purpose of requesting the Liquor Commissioner to issue the license herein applied for, and that the applicant is qualified and eligible to obtain the license applied for.

I further swear or affirm that the applicant will not violate any of the laws of the United States of America or the State of Illinois; in particular, the Liquor Control Act and the Civil Rights section thereof.

ELECTRONIC SIGNATURE AUTHORIZATION

*** By typing my full name to the right, I agree to electronically sign this document and assert that I have read, understand and agree to the aforementioned terms and conditions.**

ELECTRONIC SIGNATURE AUTHORIZED

*** Signature**

Amanda Moran

Type Full Name Here

Lucia's Taqueria Current Employees

Brian Moran - Manager

TEMPORARY BASSET CARD

This document certifies that

BRIAN P MORAN



has successfully completed the BASSET On The Fly
ON-PREMISE BASSET certification course

CERTIFICATE #/STUDENT ID: _____ **13062**

ISSUE DATE: _____ **01/21/2023**

A handwritten signature in black ink, appearing to read 'Dustin Meyers', is written over a dashed line.

DUSTIN MEYERS

*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS



2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 | 312-366-3383 | support@basetonthe-fly.com
Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.



Suggested Motion

- B. Move to approve the outfitting of a Public Works Ford F750 for outfitting of a flat bed and hydraulic liquid dispensing system to Monroe Truck Equipment in an amount not to exceed \$93,150.**

Roll Call:

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



DATE: March 8, 2024

TO: Clay Johnson, Village Administrator

FROM: Charles Hernandez, Utility Systems Manager

RE: Truck No. 43-24 Build

As you may recall, Public Works purchased a 2024 Ford F-750 Diesel chassis for the replacement of retiring Truck 52 in October of 2023. This purchase was half of the build for the replacement vehicle with the balance of the build going towards outfitting the vehicle. Based on our conversations and our departmental goal of being environmentally conscious in reduction of road salt, we propose to complete the build of Truck 43-24 with a liquid application system. We investigated the necessary components and have the following to offer for your consideration.

A typical build consists of a frame and chassis from one supplier and then it is outfitted with a dump box, plow, auger, spreader, and hydraulics by another supplier. These trucks are built on commitment to the build only. The days of the vehicles sitting ready for delivery of this size is no longer available. This is largely due in part to municipalities utilizing the vehicles for different applications as well as the supply chains still not recovered from COVID. A build can take up to 18 months or more for delivery from a commitment.

In Public Works, we have made changes to our fleet configuration in vehicle sizes to better fit our use of the vehicles. We purchased a F-750 so that it will be more useful through all seasons. This size of vehicle does not require a commercial driver's license (CDL) to operate and has the snow pushing power of a larger 5-ton dump truck. We took delivery of the frame and chassis and have had discussions on how to complete the build.

Option 1 Install a "V" Box – Public Works currently has a 5-ton dump truck outfitted with a "V" box. That is, the interior of the dump bed is designed in the shape of a "V" with a conveyor belt running down the center of the dump bed to deliver the material being hauled. It is a permanent install and limits the use of the vehicle to rock salt and topsoil. Gravel does not work well as the stones damage the rollers as they travel the conveyor. This style of a dump box caters toward the use of road salt giving the operator better control on disbursement and is easily dialed in to road conditions.

Option 2 – Traditional Dump Box – This style of dump bed allows for use in hauling and dispensing of various materials. Public Works has traditionally designed our vehicles in this fashion.

Option 3 Flat Bed (Liquid Application/Watering) – This concept of outfitting the F-750 with a flatbed and a liquid dispensing system was reached by the crew. This system will allow the vehicle to be used as a pre-wet vehicle as well as front line plow. In lieu of putting rock salt on the road, this vehicle will utilize liquid that reduces the use of rock salt by 2/3 or 70%. The use of liquid has grown in popularity and is a proven means to remove ice pack from the road surface. At present and with our current pre-wetting vehicle, it takes approximately 11 hours or 1 ½ days to pre-wet Village streets. With the new design, it becomes possible to complete pre-wetting in 8 hours or 1 day. The vehicle would be outfitted with a removable, free-standing tank that can be swapped out for summer operations with a water tank. The open bed will also allow us to haul pipe and supplies when needed to a jobsite easier.

The above options will all be outfitted with a plow, auger, spinner, and hydraulics except for Option 3. Option 3 will not come with an auger and spinner as it will be designed for liquid application equipment but will have necessary attachments to plow Village streets. The following is the cost breakdown of these builds:

Company	Design	Cost
Monroe	Option 1 - "V" Box	\$104,671
Bonnell Industries	Option 2 – Traditional Build	\$118,740
Monroe	Option 2 – Traditional Build	\$123,477
Lindco Equipment Sales	Option 2 – Traditional Build	\$139,816
Monroe	Option 3 – Flatbed	*\$93,150

*Option 3 – Flatbed design includes \$88,649 for the design price from Monroe that includes a tank and hydraulic system to operate the sprayers. The additional \$4,500 is to purchase a second tank and pump to dispense clean water. If we proceed with Option 3 – Flatbed, it will bring the final cost to replace retiring Truck 52 to \$183,255, approximately \$37,000 under our original projected cost.

It should be noted that with the upcoming mandatory emissions requirements, projected costs for a new build may increase \$30k on upwards to \$60k depending on the vehicle size. Per the USEPA: *'more ambitious proposed standards to further reduce harmful air pollutant emissions from light-duty and medium-duty vehicles will start with model year 2027. The proposal builds upon EPA's final standards for federal greenhouse gas emissions standards for passenger cars and light trucks for model years 2023 through 2026 and leverages advances in clean car technology to unlock benefits to Americans ranging from reducing climate pollution, to improving public health, to saving drivers money through reduced fuel and maintenance costs. The proposed standards would phase in over model years 2027 through 2032.'* USEPA April 12, 2023.

Public Works recommends, and with your approval, to complete the build of the F-750 with Option 3 – Flatbed, in the amount of \$88,649 with Monroe, and with the purchase of an additional tank in the amount of \$4,500, for a total of \$93,150.



a brand of aebi schmidt

1051 W 7th Street
Monroe, WI 53566
Sales Rep: Tim Reynolds
Ph: 815-275-0223
www.MonroeTruck.com



J.O. #

Quotation ID: 9TRR002723

Date: 2/27/2024

Valid thru: 3/28/2024

Terms: NET 30

Quoted by: Tim Reynolds

Ph/Fax: 815-275-0223 / 608-329-8521

Quoted to:

LINDENHURST,VILL OF (ATTN:)
2301 E SAND LAKE RD
LINDENHURST, IL 60046
Ph: 847-356-8252 / Fax: 847-356-8270
Email:

Chassis Information

Year: 2023	Make: FORD	Model: F-750	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 144.0	CT: -1.0	Wheelbase: 218.0	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
12'6 STRUCTURELINE WOOD PLATFORM	\$9,011.00
<ul style="list-style-type: none"> - 12'L X 96"W WOOD FLOOR W/ STEEL UNDERSTRUCTURE & TAPERED CORNERS - 6" STEEL SIDES & END RAILS W/ RECESSED FUEL FILL - 4" STRUCTURAL CHANNEL CROSSMEMBERS ON 12" CENTERS - STRUCTURAL CHANNEL LONGSILLS GUSSETED TO EVERY CROSSMEMBER - STAKE POCKETS SIZED TO FIT 2" X 4" LUMBER OR STAKES - L.E.D. RUBBER MOUNTED CLEARANCE LIGHTS TO FMVSS SPECIFICATIONS - REAR RUBBER FLAPS W/ ANTI-SAIL BRACKETS - PAINTED BLACK - BACK-UP ALARM 	
<ul style="list-style-type: none"> HEAVY DUTY 42"H X 96" BULKHEAD WITH WINDOW - 12 GAUGE FORMED STEEL TOP & BOTTOM PANEL - 14 GAUGE ROLL FORMED STEEL BRACES - KNEE BRACE GUSSET KIT - POWDER-COATED GLOSS BLACK 	
<ul style="list-style-type: none"> TOWING - 3/4" CUSTOM PINTLE PLATE W/ D-RINGS - 7 WAY RV STYLE TRAILER PLUG - PH-20 PINTLE HOOK (20 TON CAPACITY) 	
CRYTEEL SUBFRAME HOIST	\$4,534.00
<ul style="list-style-type: none"> - DOUBLE ACTING CYLINDER - 6" BORE WITH 29 7/16" STROKE AND 2 1/4" CHROME SHAFT - MOUNTING HEIGHT OF 8 3/4" - MAXIMUM LIFT HEIGHT OF 105", APPROX 580LBS 	
ELECTRIC HYDRAULICS PACKAGE	\$37,298.00
<ul style="list-style-type: none"> - MUNCIE PTO AND PUMP - 5.6 CUBIC INCH 92CC LOAD SENSE - 24 GPM FLOW @ 1000 RPM - 5,000 PSI OPERATING PRESSURE - 6100 ULTRA SINGLE STICK CONTROLER W/ROAD WATCH DISPLAYED ON CONTROL (IF CAN GET BUCKET SEATS IF NOT WILL NEED TO LOOK AT CONTROL LAYOUT OPTIONS) - TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL - IN LINE HIGH PRESSURE FILTER 	
<ul style="list-style-type: none"> FORCE ADD-A-FOLD VALVE ASSEMBLY - ENCLOSURE, FRAME MOUNT, STAINLESS STEEL; INSTL - DA - HOIST W/500 PSI DOWNSIDE RELIEF - 14GPM AUGER / 7GPM SPINNER - ANTI-ICE ** PLOW CONTROLLED OF ITS OWN ELECTRIC OVER HYDRAULIC SYSTEM ** 	
<ul style="list-style-type: none"> - SINGLE CAMERA FOR BACK UP VIEWED BY 6100 SPREADER CONTROL 	



Description	Amount
10' BOSS HEAVY DUTY STEEL STRAIGHT BLADE SNOWPLOW	\$10,929.00
- SMARTHITCH 2	
- SMARTTOUCH 2 CONTROLLER	
- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY	
- SMARTSHIELD	
- HIGH-PERFORMANCE HYDRAULIC PACKAGE	
- ENCLOSED HYDRAULICS	
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM	
- HEAVY-DUTY PUSH FRAME	
- REINFORCED STEEL MOLDBOARD	
- CAST-IRON PLOW SHOES	
- RUBBER SNOW DEFLECTOR	
- INSTALLED	
- TWO-YEAR LIMITED WARRANTY	
Quote Total:	\$61,772.00

**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote?
ANTI-ICING/ DEICING LIQUID DISPENSING SYSTEM	\$26,877.00	Yes / No
- 1065 GALLON TANK		
- SYSTEM CAPABLE OF DISPENSING LIQUID DE-ICERS		
- POLYETHYLENE TANK CONSTRUCTION		
- TANK SKID ABLE FOR SELF LOADING AND UNLOADING		
- TANK SKID MANUFACTURED OUT OF STAINLESS STEEL		
- ADJUSTABLE 304 STAINLESS STEEL CENTER SPRAY BAR FROM 14 TO 20 INCHES OFF THE ROAD SURFACE (SINGLE LANE COVERAGE)		
- STEEL WHEELS ON FRONT OF SKID		
- CLOSED LOOP FLOW METER RATED AT 210 GPM		
- SYSTEM CAPABLE OF SELF-LOADING LIQUIDS		
- LEG KIT 5.0 WHEEL THRU-PIN STYLE		
- HYDRAULIC MOTOR WILL BE REQUIRED MINIMUM OF 12 GPM AT 2100 AND CAPABLE OF WORKING ON FIXED GEAR PUMP SYSTEMS OR LOAD SENSING SYSTEMS		
- LIQUID CHEMICAL PUMP 72 GPM CENTRIFUGAL PUMP WITH 2" SUCTION AND 1 1/2" PRESSURE PORTS (SINGLE LANE OPERATION)		
- FORCE 6100EX CONTROLLER TO WORK IN CONJUNCTION WITH ANTI ICE SYSTEM		

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:



General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
- In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



Suggested Motion

- C. Move to approve the master vendor list for FY 2024-2025 and authorize the Village Administrator to update service agreements with the respective vendors accordingly.**

Roll Call:

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

Fiscal Year 2024-2025 Contract Renewals

Vendor	Description of Product or Service	Cost	Cost Impact	Type of Agreement
Lagunas Tree Service	Tree Removal, stump grinding, and tree trimming	Quoted per job	No change to fees from previous FY	Service Agreement
Advance Tree Care	Parkway Tree Trimming	\$40,000	No change to fees from previous FY	1st Contract Extension
Siebert Tree Service (fka Garth's)	Tree Removal, stump grinding, and tree trimming	Quoted per job	No change to fees from previous FY	Quoted per job
Johnson Controls (formerly Tyco)	Fire Alarm Monitoring	\$400	7.5% Increase	Quotes: PD, PW, VH each \$200/year
Assurance Fire & Safety	Fire Extinguisher Servicing	\$750	No change to fees from previous FY	Quotes - Service Agreement
Corrpro	Water Tower Inspection & Maintenance	\$3,600	No change to fees from previous FY	Service Agreement
Flyght	Preventative Pump Maintenance	\$21,000	4.5% Decrease	Service Agreement
Morton Salt	Rock Salt	\$48,750	15% Increase in cost	Bid Awarded thru Lake County DOT Purchasing Program
Dave's Transmission	Fleet Maintenance and Repairs	\$66,295	No change to fees from previous FY	Year 3/3 Service Agreement Extension
ME Simpson	Leak Survey	\$11,000	No change to fees from previous FY	Letter of Extension

<u>Schroeder & Schroeder</u>	Curb & Sidewalk Replacement	\$41,000	14.6% Increase	Bid Awarded - \$41,000
<u>LRS Service</u>	Street Sweeping	\$14,200	26% Increase	Service Agreement
<u>USIC</u>	Underground utility locating	\$71,345	3% increase	Service Agreement
<u>Yellowstone</u>	Landscaping and Mowing (formerly Yellowstone)	\$70,750	3% increase	Letter of Extension with Addendum
<u>American Underground</u>	Sewer Televising & Cleaning	Quoted per Job	No change to fees from previous FY	On-going Professional Service - auto renewal
<u>Sonday</u>	Excavation Contracts - Water Main Repairs	\$238,500	34% Increase	Service Agreement
<u>Poli Construction</u>	Excavation Contracts - Water Main Repairs		34% Increase	Service Agreement
<u>Behm Construction</u>	Excavation Contracts - Water Main Repairs		34% Increase	Service Agreement
Go Painters	Fire Hydrant Painting	\$5,500	No change to fees from previous FY	Service Agreement
ME Simpson	Master Meter Calibration	\$2,000	No change to fees from previous FY	Service Agreement
ME Simpson	Water Meter Testing	\$1,250	No change to fees from previous FY	Service Agreement

<u>Martin Landscaping</u>	Parkway Restorations	\$10,000	No change to fees from previous FY	Service Agreement
<u>Dynegy Energy</u>	PW Facility Electricity	\$199,700	Increase from previous FY, with new rates. New rates are locked in for the contract period	Service Agreement
Great American Tire	Vehicle SUV Maintenance	\$40/ Oil change, \$140/ hourly rate for additional work	No change to fees from previous FY	Service Agreement
<u>RJ Underground</u>	Directional Drilling	\$3,500	No change to fees from previous FY	Service Agreement
<u>Lauderbach & Amen, LLP</u>	Financial Audit	2024 - \$26,100, 2025 - \$27,300, 2026 - \$28,500	13% increase from previous FY	Professional Services
<u>Groot</u>	Village Garbage, Recycling, Yardwaste Collection	Contract on file	Contract on file	Service Agreement
<u>Paylocity</u>	Payroll, Human Resources, Performance Software	\$21,000	No change to fees from previous FY	On-going, Auto Renewal

<u>Hansen</u>	Copier Lease Agreements & Maintenance	PD- \$149.15/month 36 month agreement; .0125/copy VH- \$340.11/ month 36 month agreement; .059/color copy, .014 b/w copy PW- \$141.12/ month; .059 color copy, .01 b/w copy	No change to fees from previous FY	Service Agreement
<u>Comcast Business Internet</u>	Business-class internet service	\$5,657	No change to fees from previous FY	24-month service agreement
<u>Granite</u>	PW Telephone lines (POTS) & PD EPIK Wireless Solution	\$13,680	No change to fees from previous FY	Service Agreement
<u>Verizon</u>	PD cellphones, PW telephone-data service tablets	\$5,835	No change to fees from previous FY	Bid not required
<u>Locality Studio</u>	On-call Graphic Design Services	\$65/hr	No change to fees from previous FY	Service Agreement
<u>Pitney Bowes</u>	Postage Meter Lease	\$785	12% increase	Service Agreement
<u>Beehive</u>	Asset Management and Service Request Software	\$14,889	3.4% increase from previous FY	On-going Professional Service - auto renewal
<u>Aep Energy</u>	Street Light Electricity	\$0.03946/kWh	No change to fees from previous FY	3-year Electric Commodity Agreement

<u>Cintas</u>	Mat cleaning service & PW Uniform Cleaning	\$5,374.76	No change to fees from previous FY	On-going Professional Service - auto renewal
<u>Lake County Health Department</u>	Animal Control Services	No change to fees from previous FY	No change to fees from previous FY	Letter of Extension
<u>BS&A</u>	SOFTWARE: Accounts Payable, Business License, Cash Receipting, General Ledger, Misc. Receivables, Utility Billing	\$13,596	3% increase from previous FY	Service Agreement
<u>Comcast VoiceEdge Solution</u>	VOIP Hosted phone system	\$10,890	No change to fees from previous FY	36-month service agreement
<u>DeKind Consultants</u>	I.T. Services	\$66,699	No change to fees from previous FY	Service Agreement
<u>reviZe Website Developers</u>	Website Redevelopment, Hosting, Maintenance, Licensing	\$8,275	Year 3/4 of Contract, price is the same for the duration of the agreement	Service Agreement
<u>Aqua Pool and Spa</u>	Veterans' Memorial Fountain Maintenance	\$7,370	No change to fees from previous FY	Letter of Extension
<u>McCloud Aquatics</u>	Lakes Management/Aquatic Weed Control	\$45,000	No change to fees from previous FY	Service Agreement
<u>Village of Glenview</u>	E-911 Dispatch Services & non-emergency phone answering	Contract on file	Contract on file	Intergovernmental Agreement

Contracts Awaiting Re-Bid

Vendor	Description of Product or Service	Estimated Cost	Cost Impact	Type of Agreement
To Be Determined	Village Facilities Roof Repair	\$120,000 budgeted in Community Capital	Dependent on bid results	Re-bid pending
To Be Determined	Street Light Maintenance	\$21,000	Dependent on bid results	Re-bid pending
To Be Determined	Village Facilities Cleaning Services	\$20,800	Dependent on bid results	Service Agreement
To Be Determined	Sludge Removal	\$42,000	4% Decrease based on quantity	Rebid Pending
To Be Determined	Rock Salt	\$37,350	30% Decrease in Tonage	Bid Awarded thru IDOT Purchasing Program
To Be Determined	Pavement Markings	\$9,905	17% Decrease based on needed quantities	Bid Awarded thru Lake County Municipal League Cooperative Purchasing Program
To Be Determined	Crack Sealing	\$50,000	20% Increase in Funding	Bid Awarded thru Lake County Municipal League Cooperative Purchasing Program
To Be Determined	Lab Testing Services Water/Waste	\$55,400	20% Increase due to specialty testing	Re-bid pending

To Be Determined	Pavement Patching	\$60,000	40% Decrease, balance of quantities to go toward MFT work.	Bid Awarded thru Lake County Municipal League Cooperative Purchasing Program
To Be Determined	Annual Generator Maintenance	\$11,000	11% Increase	Re-bid pending

Sec. 15-19.1. Video Gaming Prohibited:

(a) Video gaming is prohibited within the corporate limits of the village of Deerfield. For purposes of this section, "video gaming" means the possession, use or operation of any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash.

(b) No person shall possess, or maintain any video gaming terminal within the corporate limits of the village of Deerfield, except that a person may possess a video gaming terminal if the terminal is in the process of being transported to a location outside the corporate limits of the village of Deerfield.

(c) Terms used in this section that are also used in the video gaming act (public act 96-0034) shall have the same meaning in this section as in the video gaming act.

(d) Any person convicted of violating this section shall be subject to a fine of not less than seventy five dollars (\$75.00) or more than five hundred dollars (\$500.00) for each offense. A separate offense shall be committed each time a person operates a video gaming terminal in a manner that violates subsection (a) of this section. A separate offense shall be committed each twenty four (24) hour period, or part thereof, that a person is in possession of or maintains a video gaming terminal in violation of subsection (b) of this section or is in possession of any other electronic gaming machine that can be used for video gaming in violation of subsection (a) of this section.

(e) Any video gaming terminal and any other electronic gaming machine that can be used for video gaming that is the subject of a violation of this section shall be subject to seizure and shall be subject to forfeiture upon a finding of guilty of any person for a violation of this section. Upon appropriate order of court or administrative hearing officer, said video gaming terminal or other electronic gaming machine shall be destroyed. (Ord. 0-09-21, 10-19-2009)

Article 30.
Video Gaming¹

4.28.1500 Video gaming permitted.

- A. Video gaming, as defined by the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., is permitted in the village subject to the provisions of this article.
- B. No video gaming terminals, activities or operations are permitted within the village, except pursuant to the issuance of a Class V liquor license to the holder of a Class A, A-1, F and F-1 liquor license as set forth in Section 4.12.050. A supplementary Class V liquor license shall authorize holders of a Class A, A-1, F and F-1 liquor license to have and operate video gaming terminals upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq.
- C. No video gaming terminals, activities or operations are permitted within the village except pursuant to the issuance of a valid gaming terminal license for each video gaming terminal as set forth in Section 4.28.1510.

(Ord. No. 18-25, § 3, 8-9-18)

4.28.1510 Video gaming terminal license required; application.

A Class V licensed establishment must apply for and obtain a valid gaming terminal license from the village president for each video gaming terminal to be operated on a licensed premises. A site plan for the premises providing information about the location and operation of the video gaming terminals must be submitted with the application, along with a copy of the licensee's state video gaming license issued by the Illinois Gaming Board, and payment of the gaming terminal fee required by this article.

(Ord. No. 18-25, § 3, 8-9-18)

4.28.1520 Fees.

An annual fee of one thousand dollars (\$1,000.00) is hereby imposed on each video gaming terminal operated within the village. The annual fee for each terminal must be paid at the time of submission of an application for a video gaming license, and annually thereafter. Following issuance, each video gaming terminal license shall terminate the following April 30. No prorations are allowed for partial year video gaming terminal applications other than a reduced two hundred fifty dollar (\$250.00) per-terminal license fee shall be due if the application for a video gaming license is submitted after February 1 of the license year.

(Ord. No. 18-25, § 3, 8-9-18)

¹Editor's note(s)—Ord. No. 23-13, § 2, adopted April 13, 2023, repealed the sunset clause established by Ord. No. 18-25, § 7, adopted Aug. 9, 2018.

4.28.1530 Privilege.

A video gaming license is purely a personal privilege and does not constitute property nor is it transferable.
(Ord. No. 18-25, § 3, 8-9-18)

4.28.1540 Regulations.

The following regulations apply to all licensed establishments operating a video gaming terminal on the licensed premises:

1. A valid state video gaming license must be clearly displayed at all times.
2. Valid village video gaming terminal license must be clearly displayed at all times.
3. No more than six (6) video gaming terminals may be located on the licensed premises.
4. All video gaming terminals must be located in an area restricted to persons over twenty-one (21) years of age. No licensed establishment, or its employee or agent may permit any person under the age of twenty-one (21) years to be within the restricted area. Licensed establishments that admit individuals under the age of twenty-one (21) must have the video gaming restricted area separated from the rest of the premises by a constructed divider that shields gaming machines from view of seated patrons outside the restricted area. The entrance to the restricted area must be within the view of at least one (1) employee of the establishment who is over twenty-one (21) years of age. Each underage person located within the restricted area constitutes a separate and distinct violation of this subsection.
5. No licensed establishment, or its employee or agent may permit any person under the age of twenty-one (21) years to use, play, or operate a video gaming terminal. Each underage person playing a video gaming terminal constitutes a separate and distinct violation of this subsection.
6. It is unlawful for any person under twenty-one (21) years of age to play or operate a video gaming terminal. The fine for violating this subsection shall be seven hundred fifty dollars (\$750.00) per offense, imposed against the individual violating this subsection.
7. Signage must be posted at the entrance to, and inside of, the designated gaming area in accordance with the regulations adopted by the Illinois Gaming Board.
8. The licensed establishment must fully comply with all applicable village ordinances, including the village's liquor control regulations, as well as any applicable federal and state laws and regulations.
9. The licensed establishment must fully comply with the Illinois Video Gaming Act, as amended, and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.
10. Licensed establishments must immediately notify the village president in the event the Illinois Gaming Board revokes or suspends the licensed establishment's video gaming license. The revocation, loss, or suspension of a valid state video gaming license shall automatically result in the revocation, loss, or suspension of the village video gaming license for all video gaming terminals without any refund of any fee.
11. An owner, manager, or employee over the age of twenty-one (21) must be present during all hours of operation when video gaming terminals are available for use by the public.
12. Video recording and monitoring equipment shall be installed and maintained in good working order in the licensed premises pursuant to specifications as determined from time to time by the chief of police or his or her designee and shall continuously record the restricted area containing video gaming terminals during all hours of operation. Video recordings shall be stored and maintained for a period of

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- at least sixty (60) days and must be accessible to the chief of police or his or her designee upon request at anytime. A written notice that "video gaming operations are video recorded" shall be posted at the entrance to the restricted area. Licensees who have video gaming terminals shall record all persons entering or leaving the building, the operation and playing of all video gaming terminals, and all payouts/distributions of winnings from gaming activities.
13. The licensed establishment shall prevent access to video gaming terminals by persons who are visibly intoxicated.
 14. Except as otherwise provided herein, on-premises exterior signage by the licensee pertaining to video gaming is limited to (i) one (1) single-faced sign or one (1) double-faced sign not to exceed eleven (11) inches by seventeen (17) inches placed in or on a window stating, in block lettering no larger than six (6) inches, "VIDEO GAMING" and (ii) one (1) banner sign, as defined in Section 17.36.070(B)(2), affixed to one (1) exterior wall of the licensed premises not to exceed two (2) feet by six (6) feet. Such signs shall not feature any flashing, blinking or intermittent lights and may only be erected upon the issuance of a sign permit. Notwithstanding the foregoing, each newly licensed holder of a supplementary Class V liquor license in the village may additionally:
 - a. A temporary sign for up to ninety (90) days upon commencement of video gaming operations open to the public announcing the grand opening of video gaming on the premises. Such sign shall be limited to a banner sign, as defined in Section 17.36.070(B)(2), and may not exceed eighteen (18) feet long, or three (3) feet tall, notwithstanding stricter limitations set forth in Section 17.36.130. Such temporary signage shall be placed in a single location on the exterior wall of the licensed premises along the primary frontage of the building for a maximum of ninety (90) days and may only be posted upon the issuance of a permit; and
 - b. Erect one (1) additional temporary sign, including a banner, pennant or flag, for a period not to exceed ninety (90) days per year in accordance with the procedures and standards set forth in Section 17.36.130.B. of the Village Code including, without limitation, regulations governing attention-getting devices set forth in Section 17.36.130.B.5. of the Village Code.
 15. Upon receipt of proof of the issuance of an Illinois video gaming license, the issuance of a Class V village liquor license, and payment of all appropriate fees, the village shall issue Village of Harwood Heights video gaming terminal stickers, which shall be affixed to each video gaming terminal in a conspicuous place and shall be clearly displayed at all times on each video gaming terminal. Video gaming stickers shall not be transferable. It is unlawful to operate a video gaming terminal in the village without a valid video gaming terminal sticker affixed thereon.
 16. Each licensed terminal operator must be an Illinois resident or have performed business continuously within Illinois for a period of forty-eight (48) months prior to the effective date of the Video Gaming Act.
 17. A video gaming terminal operator may not be a video gaming terminal manufacturer or distributor. An owner or manager of a licensed video gaming location may not be a video gaming terminal manufacturer or distributor.
 18. A burglar alarm system shall be installed and maintained in good working order in the licensed premises. The burglar alarm system shall alert the licensed premises' alarm system monitor who will in turn promptly notify the village police department in instances of unpermitted entry into the licensed premises. Alarm systems operating within the village shall have an alarm permit issued by the village and such system shall be approved by the chief of police.
 19. No building housing a video gaming terminal shall be located within one hundred (100) feet of another building housing a video gaming terminal. This distance separation requirement shall be measured to the nearest corner of the building or leased space housing the video gaming terminal to the nearest

corner of the building or leased space housing another video gaming terminal. No license shall be issued if the village determines that this distance separation requirement is not met.

(Ord. No. 18-25, § 3, 8-9-18; Ord. No. 19-15, § 2, 8-8-19; Ord. No. 19-17, § 2, 10-10-19; Ord. No. 23-12, § 2, 4-13-23)

4.28.1550 Video gaming cafes.

Notwithstanding any provision to the contrary, video gaming cafes are not permitted in the village. The village intends that in the event any provision of the Village Code conflicts with the prohibition on video gaming cafes, the more restrictive provision shall apply. A "video gaming cafe" is defined for purposes of this section as an establishment whose primary or a major focus is video gaming, and the service of alcohol and food is secondary to the video gaming operation. The following factors may be considered when determining if a proposed or operating establishment is a video gaming cafe:

1. The layout and design of the establishment;
2. The preparation and variety of food and beverages offered;
3. The creation and operation of a commercial kitchen on the premises where gaming is situated or a partnership with an establishment that operates a commercial kitchen;
4. Whether the number of video gaming machines relative to the customer seating capacity of the establishment is less than ten (10) customer seats to one (1) machine;
5. Whether the square footage of space devoted to video gaming relative to the amount of space devoted to other activities is less than four (4) square feet for non-gaming to one (1) square feet for gaming;
6. The percentage of proposed or actual revenue derived from food and beverage sales as a percentage of total gross revenues for the establishment on an annual basis based on audited financial statements, corporate financial reports, tax return information, state liquor license reports, or any other form of information deemed acceptable by the village;
7. Whether the establishment is proposed to be marketed as a gaming establishment or have a gambling theme;
8. The number of employees at the establishment and their proposed function; and
9. Any other factors as deemed relevant by the village president.

(Ord. No. 18-25, § 3, 8-9-18)

4.28.1560 Compliance.

The village and its agents must be allowed unrestricted access to enter the licensed establishment to determine compliance with this article and the Illinois Video Gaming Act.

(Ord. No. 18-25, § 3, 8-9-18)

4.28.1570 Penalties.

- A. It shall be unlawful for any person to violate any provision of this Article 30. Except as otherwise specifically provided herein, any person found liable at a hearing or following opportunity for a hearing of violating or opposing the enforcement of any provision of this Article 30, any provision of other village ordinances, or any

applicable state or federal law or regulation shall, upon entry of a finding of liability, be subject to the following penalties:

1. First offense in twelve-month period—Seventy-two-hour gaming terminal license suspension and one thousand dollar (\$1,000.00) fine;
2. Second offense in twelve-month period—Seventy-two-hour gaming terminal license suspension and one thousand five hundred dollar (\$1,500.00) fine;
3. Third offense in twelve-month period—Revocation of gaming terminal license and two thousand dollar (\$2,000.00) fine.

A separate offense shall be deemed to have been committed on each day during or on which a violation occurs or continues. The foregoing penalties are in addition to any criminal or civil penalties which might be prosecuted by the village or others. In addition, any and all licenses issued to the liquor licensee of the licensed establishment, including without limitation a Class V village liquor license, may be subject to suspension or revocation as provided by the Village Code or by law.

- B. The local liquor control commissioner may treat any violations of the provisions of Article 30 of this code as a violation of the village liquor license pertaining to the licensed establishment and proceed accordingly with respect to exercising enforcement authority over the liquor licensee's liquor license. In addition to all penalties authorized in this section, should the liquor license of the establishment be suspended or revoked, then, and in that event, the video gaming license of the establishment shall likewise be suspended or revoked concurrently. In the event of a revocation or denial of any license or registration under this section, such person shall not be issued any license provided for in this section for one (1) calendar year following the revocation or any appeal thereof.
- C. The local liquor control commissioner may treat any violations of the provisions of Article 30 of this code as a violation of the operator's village liquor license and proceed accordingly with respect to the enforcement authority over the operator's liquor license. In addition to all penalties authorized in this section, should the liquor license of the establishment be suspended or revoked, then, and in that event, the video gaming license of the establishment shall likewise be suspended or revoked concurrently. In the event of a revocation or denial of any license or registration under this section, such person shall not be issued any license provided for in this section for one (1) calendar year following the revocation or any appeal thereof.

(Ord. No. 18-25, § 3, 8-9-18; Ord. No. 19-17, § 3, 10-10-19)

CHAPTER 9. VIDEO GAMING

Sec. 3-9-1. Video gaming.

Notwithstanding the prohibition contained in sections 4-7-3-1 through 4-7-3-3 of the Village Code:

- A. Not more than six video gaming terminals may be located in a licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises;
- B. Not more than six video gaming terminals may be located at licensed fraternal establishments and licensed veterans' establishments as defined by the Video Gaming Act, 230 ILCS 40/1 et seq.; and
- C. Not more than two video gaming terminals may be located at licensed truck stop establishments as defined by the Video Gaming Act, 230 ILCS 40/1 et seq. In addition, video gaming terminals at licensed truck stop establishments may not be operated or used between the hours of 12:01 a.m. and 8:00 a.m. each day.

(Ord. No. 12-08-02, 8-27-2012; Ord. No. 19-11-03, 11-18-2019; Ord. No. 20-05-02, 5-4-2020)

Sec. 3-9-2. Licensing.

In addition to submitting an annual registration on the form required by the village:

- A. Each licensed establishment shall concurrently supply to the village its application to the Illinois Gaming Board and a copy of the license issued by the Illinois Gaming Board. A licensed retail establishment shall annually pay a fee of \$50.00 per video gaming terminal at the same time it renews or pays for its annual liquor license.
- B. Each licensed fraternal establishment and licensed veterans' establishment, as defined by the Video Gaming Act, 230 ILCS 40/1 et seq., shall concurrently supply to the village its application to the Illinois Gaming Board. A licensed fraternal establishment and a licensed veterans' establishment shall annually pay a fee of \$50.00 per video gaming terminal at the same time it renews or pays its annual liquor license. If a licensed fraternal establishment or a licensed veterans' establishment does not have a liquor license, then it shall pay the annual fee before July 1 of each year.
- C. Each licensed truck stop establishment, as defined by the Video Gaming Act, 230 ILCS 40/1 et seq., shall concurrently supply to the village its application to the Illinois Gaming Board and a copy of the license issued by the Illinois Gaming Board. The licensed truck stop establishment shall annually pay a fee of \$2,500.00 per video gaming terminal before June 1 of each year.

(Ord. No. 12-08-02, 8-27-2012; Ord. No. 20-05-02, 5-4-2020)

Sec. 3-9-3. Location restriction.

All licensed establishments shall be located at least 100 feet from a school or a place of worship as defined under the Religious Corporation Act.

(Ord. No. 12-08-02, 8-27-2012)

Sec. 3-9-4. Compliance with statutes and regulations.

At all times a licensed establishment shall comply in all respects with the Video Gaming Act the regulations of the Illinois Gaming Board and the provisions of the Village Code as they each may be amended from time to time.

(Ord. No. 12-08-02, 8-27-2012)

Sec. 3-9-5. Location of terminal and other regulations.

- A. Video gaming terminals must be located in an area restricted to persons over 21 years of age, the entrance to which is within the view of at least one employee of the establishment who is over 21 years of age. Any licensed establishment which allows persons under 21 years of age to enter must segregate video gaming terminals in a separate area which area shall have at least a half wall which is at least four feet in height and which shall be inaccessible to persons under the age of 21.
- B. All video gaming terminals must be located in an area of the licensed establishment with restricted visibility from areas outside the business.
- C. An owner, manager or employee over the age of 21 shall be present during all hours of operation when video gaming terminals are available for use by the public.
- D. The licensed establishment shall prevent access to video gaming terminals by persons who are visibly intoxicated.
- E. The village and its agents shall have unrestricted access to enter the licensed establishment to determine compliance with this section, the Illinois Video Gaming Act and the regulations of the Illinois Gaming Board.

(Ord. No. 12-08-02, 8-27-2012)

Sec. 3-9-6. Penalty.

Any person, firm, corporation, partnership, limited liability company or other entity which violates this section shall be fined not less than \$500.00 nor more than \$750.00 for the first offense and \$750.00 for a second or subsequent offense within one year of a prior offense. Each day that a violation continues shall be a separate offense. In addition, any licensed retail establishment which violates this chapter is subject to a fine or suspension or revocation of its liquor license following a hearing before the village's local liquor commissioner.

(Ord. No. 12-08-02, 8-27-2012)

3-2-21. Video gaming.

- A. Notwithstanding any other provision in this code to the contrary, video gaming as defined and regulated under the Illinois video gaming act, 230 Illinois Compiled Statutes 40/1 et seq., shall be permitted within the village.
- B. At all times a licensed establishment shall comply in all respects with the video gaming act and the regulations of the Illinois gaming board, as they each may be amended from time to time.
- C. Except as expressly provided below for "large truck stops" (as defined by the video gaming act), not more than six video gaming terminals may be located in a licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises. Video gaming terminals may also be located at licensed fraternal establishments, licensed veterans' establishments and licensed truck stop establishments as defined by the video gaming act, 230 Illinois Compiled Statutes 40/1 et seq, An establishment that is licensed by the state of Illinois as a "large truck stop" (as defined by the video gaming act) may operate up to ten video gaming terminals, provided, however, that the issuance of a state or local video gaming license to a "large truck stop" (as defined by the video gaming act) does not grant any zoning or other approval to the establishment to operate as a truck stop, including but not limited to the use of the property for overnight truck parking or a truck car wash, in the village without first obtaining all necessary zoning and other approvals required by the village's unified development ordinance or other village ordinance, code, or regulation.
- D. An annual fee as specified in section 2-4-35 of this code is hereby imposed on each video gaming terminal operated within the village. An establishment licensed by the Illinois gaming board to operate video gaming terminals shall supply information about the location and operation of such video gaming terminals on a form supplied by the village, shall provide a copy of the licensee's application to the Illinois gaming board and a copy of the license issued by the Illinois gaming board, and shall pay the fee each year on or before December 31 in conjunction with the licensee's application for or renewal of a liquor license.
- E. Video gaming terminals must be located in an area restricted to persons over 21 years of age, the entrance to which is within the view of at least one employee of the establishment who is over 21 years of age. Any licensed establishment that allows persons under 21 years of age to enter must segregate video gaming terminals in a separate area inaccessible to minors.
- F. All video gaming terminals must be located in an area of the licensed establishment with restricted visibility from areas outside the business.
- G. An owner, manager or employee over the age of 21 shall be present during all hours of operation when video gaming terminals are available for use by the public. Video gaming terminals may be operated only during the hours of operation for the consumption of alcohol at that licensed establishment.
- H. The licensed establishment shall prevent access to video gaming terminals by persons who are visibly intoxicated.
- I. The village and its agents shall have unrestricted access to enter the licensed establishment to determine compliance with this section and the Illinois video gaming act.

(Ord. 13-2012, 7-3-2012; Ord. No. 15-2019, § 2, 10-1-2019; Ord. No. 10-2020, § 8-18-2020)

3-14-1: VIDEO GAMING PERMITTED:

A. Video gaming, as defined by the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., is permitted in the Village subject to the provisions of this Code.

B. Video gaming is not permitted within the Village except pursuant to a valid liquor license issued by the Village's local liquor commissioner and pursuant to the issuance of a valid gaming terminal license as set forth in this Chapter. Establishments licensed to operate video gaming terminals as truck stops by the State of Illinois without the need for a liquor license are also required to obtain a valid video gaming terminal license from the Village as set forth in this Chapter. (Ord. 2022-1110, 2-1-2022)

3-14-2: LICENSE REQUIRED; APPLICATION:

A liquor license holder eligible to permit video gaming terminals, and any truck stop eligible to permit video gaming terminals, must apply for and obtain a valid gaming terminal license from the Village President for each video gaming terminal to be operated within the Village. Information about the location and operation of the video gaming terminals must be submitted with the application, along with a copy of the licensee's State video gaming license issued by the Illinois Gaming Board, and payment of the gaming terminal fee required by this Chapter. (Ord. 2022-1110, 2-1-2022)

3-14-3: FEES:

An annual fee of two hundred fifty dollars (\$250.00) is hereby imposed on each video gaming terminal operated within the Village. The annual fee must be paid at the time of submission of an application for a video gaming license, and annually thereafter. (Ord. 2022-1110, 2-1-2022)

3-14-4: TERM OF LICENSE:

Each license issued under this Chapter will terminate on April 30 following its issuance. Applications for new licenses may be accepted after April 30 for the current license year, but the license fee will not be prorated. (Ord. 2022-1110, 2-1-2022)

3-14-5: PRIVILEGE:

A video gaming license is purely a personal privilege and does not constitute property nor is it transferable. (Ord. 2022-1110, 2-1-2022)

3-14-6: REGULATIONS:

The following regulations apply to all licensed establishments operating a video gaming terminal on the licensed premises:

- A. A valid State video gaming license must be clearly displayed at all times.
- B. A valid Village video gaming license must be clearly displayed at all times.
- C. No more than six (6) video gaming terminals may be located on the licensed premises of a licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises. Truck stops licensed as "large truck stops" by the State of Illinois may have no more than ten (10) video gaming terminals.
- D. All video gaming terminals must be located in an area restricted to persons over twenty one (21) years of age. The entrance to the restricted area must be within the view of at least one employee of the establishment who is over twenty one (21) years of age. Any licensed establishment that allows persons under twenty one (21) years of age to enter the establishment must isolate video gaming terminals in a separate area inaccessible to minors.
- E. No licensed establishment may permit any person under the age of twenty one (21) years to use, play, or operate a video gaming terminal.
- F. Signage must be posted at the entrance to, and inside of, the designated gaming area in accordance with the regulations adopted by the Illinois Gaming Board.
- G. The licensed establishment must fully comply with all applicable Village ordinances, including the Village's liquor control regulations, as well as any applicable Federal and State laws and regulations.
- H. The licensed establishment must fully comply with the Illinois Video Gaming Act, as amended, and all rules, regulations, and restrictions imposed by the Illinois Gaming Board.
- I. Licensed establishments must immediately notify the Village President in the event the Illinois Gaming Board revokes or suspends the licensed establishment's video gaming license. The revocation, loss, or suspension of a valid State video gaming license shall automatically result in the revocation, loss, or suspension of the Village video gaming license for all video gaming terminals without any refund of any fee.
- J. An owner, manager, or employee over the age of twenty one (21) must be present during all hours of operation when video gaming terminals are available for use by the public. (Ord. 2022-1110, 2-1-2022)

3-14-7: COMPLIANCE:

The Village and its agents must be allowed unrestricted access to enter the licensed establishment to determine compliance with this article and the Illinois Video Gaming Act. (Ord. 2022-1110, 2-1-2022)

3-14-8: REVOCATION:

In addition to the general penalty authorized for violations of this Code, the Village President may revoke or suspend any video gaming license and/or any liquor license issued by the Village if the Village President determines the licensed establishment has violated any of the provisions of this Chapter, any provision of other Village ordinances, including, but not limited to, the Village's liquor control regulations, or any applicable state or federal law or regulation. No video gaming license shall be revoked or suspended, however, until a public hearing has been conducted by the Village President, with a three-day written notice to the licensed establishment to the licensee or the licensee's manager of the licensed premises. No hearing will be required, however, to revoke or suspend a village video gaming license for an establishment that has its state video gaming license revoked or suspended. No liquor license may be revoked for violations of this Chapter without following the revocation process provided for under the Village's liquor control regulations. (Ord. 2022-1110, 2-1-2022)

Chapter 5.100 VIDEO GAMING

Sections:

5.100.010 Video gaming.

Notwithstanding the prohibition contained in Section 9.12.040 of the Village Code, not more than six video gaming terminals may be located in a licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises.

(Ord. No. 22-10-334 , § 4, 10-25-22)

5.100.020 Licensing.

In addition to submitting an annual registration on the form required by the village, each licensed establishment shall concurrently supply to the village its application to the state gaming board and a copy of the license issued by the state gaming board. The licensed establishment shall annually pay a fee of two hundred fifty dollars (\$250.00) per video gaming terminal at the same time it renews or pays for its annual liquor license.

(Ord. No. 22-10-334 , § 4, 10-25-22)

5.100.030 Location restriction.

All licensed establishments shall be located at least one hundred (100) feet from a school or a place of worship as defined under the Religious Corporation Act.

5.100.040 Compliance with statutes and regulations.

At all times a licensed establishment shall comply in all respects with the Video Gaming Act, 230 ILCS 40/1 et seq., the rules and regulations of the state gaming board, and the provisions of the village code as they each may be amended from time to time.

(Ord. No. 22-10-334 , § 4, 10-25-22)

5.100.050 Location of terminal and other regulations.

- A. Video gaming terminals must be located in an area restricted to persons over twenty-one (21) years of age, the entrance to which is within the view of at least one employee of the establishment who is over twenty-one (21) years of age. Any licensed establishment which allows persons under twenty-one (21) years of age to enter must segregate video gaming terminals in a separate area which area shall have at least a half wall which is at least four feet in height and which shall be inaccessible to persons under the age of twenty-one (21).
- B. All video gaming terminals must be located in an area of the licensed establishment with restricted visibility from areas outside the business.
- C. An owner, manager, or employee over the age of twenty-one (21) shall be present during all hours of operation when video gaming terminals are available for use by the public.

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- D. The licensed establishment shall prevent access to video gaming terminals by persons who are visibly intoxicated.
 - E. The village and its agents shall have unrestricted access to enter the licensed establishment to determine compliance with this chapter, the Illinois Video Gaming Act, and the rules and regulations of the state gaming board.

(Ord. No. 22-10-334 , § 4, 10-25-22)

5.100.060 Penalty.

Any person, firm, corporation, partnership, limited liability company or other entity which violates this chapter shall be fined not less than five hundred dollars (\$500.00) nor more than seven hundred fifty dollars (\$750.00) for the first offense and seven hundred fifty (\$750.00) for a second or subsequent offense within one year of a prior offense. Each day that a violation continues shall be a separate offense. In addition, any licensed retail establishment which violates Chapter 100 of Title 5 of the Village Code is subject to a fine or suspension or revocation of its liquor license following a hearing before the village's local liquor commissioner.

(Ord. No. 22-10-334 , § 4, 10-25-22)

To: Clay Johnson, Village Administrator
Mayor Dominic Marturano
Village of Lindenhurst Board of Trustees

Re: Comments on the Village of Lindenhurst ordinance § 134.08 GAMBLING discussion.

As the esteemed Village board prepares for the discussion on the Village of Lindenhurst ordinance § 134.08 GAMBLING at the March 11th meeting, we, both residents and proud owners of The Links on Grand at 2116 E. Grand Avenue, wish to share our comments. We firmly believe that our business should be distinguished and classified as an entertainment venue rather than a service venue. Our unique business model not only enhances the Lindenhurst Plaza businesses but contributes significantly to the entire Lindenhurst area. Therefore, we respectfully request that you consider this perspective in your discussions and refrain from grouping us with service venues or gaming cafes.

Entertainment Venue vs. Service Venue:

As mentioned, The Links on Grand proudly stands as a premier entertainment venue, providing a distinctive experience to the community. Our innovative business model offers a unique opportunity for Lake County residents and visitors, attracting additional foot traffic that benefits surrounding Lindenhurst businesses. Unlike service venues such as gas stations or grocery stores, which typically lack seating or on-site liquor service, initiatives like ours are rare for these establishments. Similarly, children's play centers, despite offering after-school programs and organizing youth birthday parties, would never genuinely consider applying for liquor or gaming licenses. If such a request were to arise, we trust that the Village Board would promptly dismiss it.

Partnership with Local Businesses:

Despite the absence of an on-site commercial kitchen, The Links on Grand has established impactful partnerships with local dining establishments, notably Antioch Pizza. As we embark on our build-out process, we eagerly anticipate exploring additional collaborations with other restaurants within the Lindenhurst Plaza. Through these partnerships, we create a menu that, while simple, promises a delightful and tasteful experience. This approach fosters a collaborative spirit within the Lindenhurst Center without creating undue competition. In our opinion, this collaboration far outweighs the notion of having at least 50% of food and beverages consumed on-site.

Unique Business Model:

The Links on Grand embodies a distinctive and captivating entertainment business model, seamlessly integrating golf simulator rentals with a sports bar. Our establishment places the utmost emphasis on simulator rentals, offering a refreshing alternative to conventional video gaming cafes. However, it is crucial to acknowledge the necessity of gaming revenue to sustain us during the traditionally slower summer months.

We firmly believe that The Links on Grand brings a unique and highly valuable entertainment addition to the new vision for the Lindenhurst Center, aligning harmoniously with the spirit of the ordinance while offering a fresh and dynamic concept. We hope your discussions will lead to giving us favorable consideration for our application for a Class A-V license.

Sincerely,

The Links on Grand