



**VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, September 8, 2025
7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of August 25, 2025
- IV. Treasurer's Report for August 2025
- V. Bills Presented for Payment
- VI. Board and Staff Reports
 - a. 2024-2025 Annual Operational Report
- VII. Public Comment on Agenda Items
- VIII. New Business
 - A. Ordinance 25-8-2327: Amending Section 111.20 of the Village Code to Increase the Number of Class A-V Liquor Licenses by One – Tikka Taproom
 - B. Discussion and Direction: Sales Tax Rebate Agreement with Zeigler Nissan
- 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
August 25, 2025
7:00pm

I. Call to Order

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

II. Roll Call

- A. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Pat Dunham, Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Police Chief Melinda Linas, Operations Director Kevin Klahs, Superintendent of Public Works Charles Hernandez, Assistant to the Village Administrator Karleen Long, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of August 11, 2025 were presented for approval.
- B. Trustee Suchy made a motion, seconded by Trustee Chybowski, to approve the minutes from the Regular Village Board Meeting of August 11, 2025 as presented.
1. Voice Vote
Aye - 5
Nay - 0
Abstain - 1
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 August presented for payment in the amount of \$261,769.56 for invoices due on or before August 25, 2025.
1. Roll Call
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Board & Staff Reports

- A. Trustee Dickson announced Venetian Night would be held on Sunday, August 31, 2025 at 2:00pm.
- B. Trustee Dunham spoke about Lindenfest this past weekend.
- C. Mayor Marturano discussed the following the following:
 - 1. Lakes High School Homecoming Parade will be September 10, 2025, with line-up at 5:00pm.
 - 2. The unfortunate passing of Rich Laskowski, Sr. Our thoughts are with his family.
 - 3. Lindenfest.
- D. Police Chief Melinda Linas provided her thoughts on Lindenfest.

VII. Public Comment on Agenda Items

- A. Don DeBello, the Owner of Antioch Pizza in Lindenhurst, provided insight for the future expansion plans, and what the anticipated long term goals entail.

VIII. New Business

- A. Appointment: Toby Gruchot to Chair the Veterans' Memorial Commission
 - 1. The Veterans' Memorial Commission voted to recommend the nomination of Toby Gruchot to serve as Chair of the Commission at their August 12, 2025 meeting. The position has been vacant for one year. The current term will expire April 30, 2026.
 - 2. Trustee Dunham made a motion, seconded by Trustee Chybowski to advise and consent to the appointment of Toby Gruchot as Chair of the Veterans' Memorial Commission.
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.
- B. Ordinance 25-8-2326: Amending Section 111.20 of the Village Code to Increase the Number of Class A-V Liquor Licenses by One - Antioch Pizza
 - 1. The new owners of the Antioch Pizza located at 1856 E Grand would like to expand into the adjacent Steph's Place. This would provide more seating to accommodate larger groups, specifically sports teams. In anticipation of this expansion, the franchise owners have purchased the corporation doing business as Steph's Place. Antioch Pizza would like to continue utilizing the established bar and gaming area.
 - 2. The application for a Class A-V liquor license has been submitted, and background checks passed. The license would allow the sale of liquor for consumption as well as permit video gaming. A floor plan of the combined spaces has been provided, and shows seating for up to 66 customers, which would allow for up to six gaming terminals.

3. Issuing this license would not increase the number of licenses. Instead, it would be taking the place of the license held by Steph's Place.
 4. Trustee Dunham made a motion, seconded by Trustee Grace to move to approve the increase of Class A-V liquor licenses by one, contingent upon the applicant receiving a certificate of occupancy for work related to the combination of units housing Antioch Pizza and Steph's Place.
 - a. Roll Call
Aye - 5 Trustees Dickson, Dunham, Chybowski, Suchy, Grace
Nay - 1 Trustee Rosten
Motion carried.
- C. Ordinance 25-7-2324: Amending Title XI of the Lindenhurst Code Regarding Municipal Grocery Taxes
1. A motion to reconsider was made and approved at the August 8, 2025 meeting, putting this agenda item back on the August 25, 2025 agenda.
 2. *As discussed at the July 28, 2025 meeting:*
 - a. In 2024, Governor Pritzker signed Public Act 103-781, which eliminates the 1% sales tax allocated to local government. Unless individual municipalities choose to re-enact the tax into their jurisdictions, the expiration of the tax is to begin January 1, 2026. Per the Illinois Department of Revenue (IDOR) guidelines, in order to avoid any lapse in the 1% sales tax revenues, individual municipalities must establish the tax by October 2025.
 - b. As of June 4, 2025, the following communities have adopted a local grocery tax:

Bannockburn	Grayslake	Hainesville
Hawthorn Woods	Highwood	Kildeer
Lake Zurich	Park City	Buffalo Grove
Deer Park	Antioch	Barrington

Libertyville - adopted the local grocery tax subsequent to our July 28 meeting.
 - c. For Lindenhurst, the loss of the grocery sales tax is estimated to be \$96,000-\$108,000 annually based on an analysis of sales tax receipts provided by the IDOR.
 - d. Adding to the complicatedness of the grocery tax debate, this law also allows non-home rule municipalities to enact a sales tax on all eligible goods by ordinance, rather than by referendum.
 - e. Although not drastically affecting our day-to-day operations, the loss of this revenue would largely affect the sales tax allocated to capital projects by half. This would then hinder funding to our capital program, including our road program.
 - f. At the July 10, 2025 Finance Committee meeting, after much debate, voted 2-0, with one abstention to recommend the local establishment of the grocery sales tax. Committee Members cited improvement of our roadways, as well as, this not being an action that was decided by the municipality, but rather, something the State imposed as reasons to leave the tax as is.
 3. Trustee Dunham made a motion, seconded by Trustee Grace to adopt Ordinance 25-7-2324 amending Title XI of the Lindenhurst Village Code regarding municipal grocery retailers' and service occupation taxes.

- a. Roll Call
Aye - 5 Trustees Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 1 Trustee Dickson
Motion carried.

- D. Resolution 25-8-2325R: In Support of the Illinois America250 Commemoration
 - 1. A resolution of commitment must be formally passed to be designated as a partner recognizing the 250th anniversary of the founding of the United States. This commitment allows the Village to be recognized on the Illinois 250 website, as well as gives us the ability to coordinate and/or collaborate with other municipalities. There is no cost.
 - 2. Our volunteer and staff America Committee will continue to meet monthly throughout the year to plan and organize celebration events leading up to July 2026.
 - 3. Trustee Suchy made a motion, seconded by Trustee Dickson to adopt Resolution 25-8-2325R in support of the Illinois America250 Commemoration.
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

- E. Approval: Water Tower #2 (Falling Waters Boulevard) Repainting Design - Strand Associates - \$70,000
 - 1. Water Tower #2 was originally constructed in 1998. The current exterior coatings are original and in poor condition. This project was anticipated for some time by Public Works and has been a part of the long-term capital improvement plan.
 - 2. Work of this magnitude requires detailed planning due to the type of tower, aerial equipment needed, consideration of the surrounding area, and sensitivity to the water supply. With this in mind, Strand Associates was asked to provide a scope of work with the intent of completing the work in calendar year 2027 or 2028.
 - 3. Strand Associates provided a scope, which includes an inspection of the tank interior/exterior, as well as an analysis of the current paint. Once the inspection is completed, Strand Associates will prepare engineering drawings, assist with bidding, and act as the construction engineer.
 - 4. Trustee Chybowski made a motion, seconded by Trustee Suchy to authorize the Village Administrator to execute a work order with Strand Associates for the design work related to Water Tower #2 at a cost not to exceed \$70,000.
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

- F. Approval: Standby Well Study - Strand Associates - \$28,500
 - 1. As discussed with our FY 2026 Budget and Capital Improvement Plan, Public Works recommends a Well Site Investigation Study be conducted to provide potential locations for a replacement emergency stand-by well. When CLCJAWA has a service interruption, we currently utilize three emergency stand-by wells to produce water. The iron removal system for Well House #5, which is high in iron content, was serviced in 2024. At that time, Tonka recommended a significant overhaul of the system.

2. Public Works would like the opportunity to compare the cost associated with the construction of a new well versus investing in a maintenance intensive iron vessel and a well that produces suboptimal water quality.
3. It was requested of Strand Associates, to provide a proposal. The work would include reviewing water system reports, pumping capacity, water quality, and an opinion of probable cost.
4. Trustee Dunham made a motion, seconded by Trustee Suchy to authorize the Village Administrator to execute a work order with Strand Associates for a standby well study at a cost not to exceed \$28,500.
 - a. Roll Call
Aye - 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

IX. Public Comment

- A. Members of the public commented on the following:
 1. Requested follow-up information pertaining to the grocery tax.
 2. Spoke about a public safety issue concerning street lights being out at 2380 Federal Parkway for an extended amount of time.

X. Executive Session

- A. None.

XI. Adjournment

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
 1. Voice Vote
Aye - 6
Nay - 0
Motion carried.
 2. The meeting was adjourned at 7:55 pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

CASH SUMMARY REPORT FOR VILLAGE OF LINDENHURST

From 08/01/2025 to 08/31/2025
FUNDS: 60, 01, 30, 22, 24 (15 more)

Fund Description	Beginning Balance 08/01/2025	Total Debits	Total Credits	Ending Balance 08/31/2025
01 GENERAL FUND	4,208,268.37	413,643.55	404,984.03	4,216,927.89
06 I.M.R.F./F.I.C.A. 06	257,372.47	3,574.40	12,583.37	248,363.50
11 IT FUND	56,179.75	11,317.74	7,640.97	59,856.52
14 LIABILITY INSURANCE 14	62,503.14	3,723.21	5,640.60	60,585.75
15 MOTOR FUEL TAX 15	1,949,555.52	64,820.89	583.74	2,013,792.67
19 CONTROLLED SUBSTANCE ACT 19	4,547.51	0.00	0.00	4,547.51
21 COMMUNITY CAPITAL	6,590,549.62	43,822.86	70,359.50	6,564,012.98
22 DUI SB 740 FUND 22	4,851.90	422.69	0.00	5,274.59
23 PRISON REVIEW AGENCY FUND 23	9,443.29	0.00	0.00	9,443.29
24 MISCELLANEOUS ESCROW 24	427,392.33	6,000.00	2,928.59	430,463.74
25 SHOP WITH A COP FUND 25	5,762.81	0.00	0.00	5,762.81
27 CURRENCY SEIZURE 27	5,399.56	0.00	0.00	5,399.56
30 REFUSE & RECYCLING 30	288,931.94	166,529.91	241,549.34	213,912.51
40 ECONOMIC DEVELOPMENT FUND	253,574.68	0.00	5,000.00	248,574.68
41 GRAND AVENUE TIF FUND	198,918.64	56,196.49	1,687.50	253,427.63
50 VEHICLE REPLACEMENT FUND 50	382,358.22	0.00	0.00	382,358.22
60 UTILITY FUND 60	1,144,910.72	522,789.76	813,939.34	853,761.14
61 WATER/SEWER CAPITAL FUND 61	1,739,084.90	18,319.21	24,835.00	1,732,569.11
89 SANITARY DISTRICT	9,083.37	2,039.40	9,086.24	2,036.53
REPORT TOTALS:	17,598,688.74	1,313,200.11	1,600,818.22	17,311,070.63

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 08/26/2025 - 09/08/2025

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: ACE HARDWARE					
GENERAL FUND	PUBLIC WORKS	OPS SPACE HEATER	OPS SPACE HEATER	44.99	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPS SPACE HEATER	OPS SPACE HEATER	45.00	DM
				<u>Vendor Total:</u>	
				89.99	
Vendor Name: ACTIVE ALARM COMPANY					
GENERAL FUND	BUILDING & GROUNDS	DOOR ACCESS TROUBLESHOOTING	DOOR ACCESS TROUBLESHOOTING	387.50	M
GENERAL FUND	POLICE	PD DOOR REPAIR	PD DOOR REPAIR	1,006.25	M
				<u>Vendor Total:</u>	
				1,393.75	
Vendor Name: ADVANCED AUTOMATION & CONTROLS, INC					
UTILITY FUND 60	SEWER	BLOWER BLD. PLC TROUBLESHOOT	BLOWER BLD. PLC TROUBLESHOOT	720.00	M
				<u>Vendor Total:</u>	
				720.00	
Vendor Name: ALEXANDER EQUIPMENT CO.					
GENERAL FUND	PUBLIC WORKS	CHIPPER SERVICE/REPAIR	CHIPPER SERVICE/REPAIR	864.09	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CHIPPER SERVICE/REPAIR	CHIPPER SERVICE/REPAIR	576.06	M
				<u>Vendor Total:</u>	
				1,440.15	
Vendor Name: AWARDS BY KAYDAN					
GENERAL FUND	ADMINISTRATION	MUELLNER NAME BADGE & BEUCHER ANNI	MUELLNER NAME BADGE & BEUCHER ANNI	101.00	M
				<u>Vendor Total:</u>	
				101.00	
Vendor Name: BENNY'S SERVICE CENTER					
GENERAL FUND	PUBLIC WORKS	SAFETY INSPECTIONS - #51	SAFETY INSPECTIONS - #51	27.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY INSPECTIONS - #51	SAFETY INSPECTIONS - #51	18.00	M
				<u>Vendor Total:</u>	
				45.00	
Vendor Name: BRAVO SERVICES, INC					
GENERAL FUND	BUILDING & GROUNDS	SEPTEMBER 2025 CUSTODIAL SERVICES	SEPTEMBER 2025 CUSTODIAL SERVICES	987.30	DM
GENERAL FUND	POLICE	SEPTEMBER 2025 CUSTODIAL SERVICES	SEPTEMBER 2025 CUSTODIAL SERVICES	987.30	DM
GENERAL FUND	PUBLIC WORKS	SEPTEMBER 2025 CUSTODIAL SERVICES	SEPTEMBER 2025 CUSTODIAL SERVICES	197.46	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEPTEMBER 2025 CUSTODIAL SERVICES	SEPTEMBER 2025 CUSTODIAL SERVICES	296.19	DM
				<u>Vendor Total:</u>	
				2,468.25	
Vendor Name: CENTRAL LAKE COUNTY J.A.W.A					
UTILITY FUND 60	WATER	CLCJAWA WATER - USAGE FOR AUGUST 2	CLCJAWA WATER - USAGE FOR AUGUST 2	91,770.54	M
				<u>Vendor Total:</u>	
				91,770.54	
Vendor Name: CHARLES HERNANDEZ					
GENERAL FUND	PUBLIC WORKS	LINDENFEST PROMO	LINDENFEST PROMO	13.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LINDENFEST PROMO	LINDENFEST PROMO	13.00	M
UTILITY FUND 60	SEWER	LINDENFEST PROMO	LINDENFEST PROMO	13.00	M
UTILITY FUND 60	WATER	LINDENFEST PROMO	LINDENFEST PROMO	13.00	M
				<u>Vendor Total:</u>	
				52.00	
Vendor Name: CINTAS					
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	29.88	M
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	29.88	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	44.81	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	44.81	M
				<u>Vendor Total:</u>	
				149.38	
Vendor Name: CLAY JOHNSON					
GENERAL FUND	ADMINISTRATION	REIMBURSE FOR LIFE INSURANCE	REIMBURSE FOR LIFE INSURANCE	400.00	M

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 08/26/2025 - 09/08/2025

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: CLAY JOHNSON					
				Vendor Total:	400.00
Vendor Name: COMCAST CABLE					
IT FUND		VH, PD & PW TELEPHONE - AUGUST 202	VH, PD & PW TELEPHONE - AUGUST 202	1,001.25	M
IT FUND		INTERNET VH/PD	INTERNET VH/PD	179.90	M
				Vendor Total:	1,181.15
Vendor Name: COMPLETE OFFICE OF WISCONSIN					
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.78	DM
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	1.50	DM
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	15.14	DM
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	5.99	DM
REFUSE & RECYCLING 30		OPERATING SUPPLIES	OPERATING SUPPLIES	3.78	DM
REFUSE & RECYCLING 30		OPERATING SUPPLIES	OPERATING SUPPLIES	1.50	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	15.14	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	6.00	DM
				Vendor Total:	52.83
Vendor Name: DATA INTEGRATORS, INC.					
REFUSE & RECYCLING 30		UB PROCESSING/MAILING & UB POSTAGE	UB PROCESSING/MAILING & UB POSTAG	296.59	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UB PROCESSING/MAILING & UB POSTAGE	UB PROCESSING/MAILING & UB POSTAG	1,186.35	DM
				Vendor Total:	1,482.94
Vendor Name: DE LAGE LANDEN FIN SERVICES, INC.					
IT FUND		MONTHLY SERVICE AGREEMENT - SHARP	MONTHLY SERVICE AGREEMENT - SHARP	114.43	DM
				Vendor Total:	114.43
Vendor Name: DEKIND COMPUTER CONSULTANTS					
GENERAL FUND	POLICE	OCTOBER 2025 MONTHLY IT SUPPORT SE	OCTOBER 2025 MONTHLY IT SUPPORT SE	7,227.54	DM
IT FUND		OVER CONTRACT HOURS FOR AUGUST 202	OVER CONTRACT HOURS FOR AUGUST 202	950.00	DM
				Vendor Total:	8,177.54
Vendor Name: DYNEGY ENERGY SERVICES					
UTILITY FUND 60	SEWER	ELEC SERV LIFT 11 - 6006041028	ELECTRICAL SERVICE AT LIFT STATIO	61.46	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 7 - 5424462083	ELECTRICAL SERVICE AT LIFT STATIO	72.79	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 5 - 2792695412	ELECTRICAL SERVICE AT LIFT STATIO	791.17	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 2 - 2335217062	ELECTRICAL SERVICE AT LIFT STATIO	138.08	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 9/10 - 8685211976	ELECTRICAL SERVICE AT LIFT STATIO	121.75	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 8 - 1823939243	ELECTRICAL SERVICE AT LIFT STATIO	43.20	DM
UTILITY FUND 60	SEWER	ELEC SERV WWTF HEAT - 8743687588	ELECTRICAL SERVICE AT LIFT STATIO	6,104.99	DM
UTILITY FUND 60	SEWER	ELEC SERV WWTF - 8743687588	ELECTRICAL SERVICE AT LIFT STATIO	5,661.04	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 1 - 1692275570	ELECTRICAL SERVICE AT LIFT STATIO	141.26	DM
UTILITY FUND 60	SEWER	ELECTRIC SERVICE - 6372300400	ELECTRICAL SERVICE AT LIFT STATIO	73.85	DM
UTILITY FUND 60	SEWER	ELECTRIC SERVICE - 1950936162	ELECTRICAL SERVICE AT LIFT STATIO	63.56	DM
UTILITY FUND 60	SEWER	ELEC SERV LIFT 6 -6040121512	ELECTRICAL SERVICE AT LIFT STATIO	321.67	DM
UTILITY FUND 60	WATER	ELEC SERV WH5 -6247442105	ELECTRICAL SERVICE AT LIFT STATIO	262.86	DM
UTILITY FUND 60	WATER	ELEC SERV WH 1 - 4372068898	ELECTRICAL SERVICE AT LIFT STATIO	114.86	DM
UTILITY FUND 60	WATER	PUMP STATION - 1832930131	ELECTRICAL SERVICE AT LIFT STATIO	2,277.77	DM
UTILITY FUND 60	WATER	ELEC SERV WH 6 - 7337986924	ELECTRICAL SERVICE AT LIFT STATIO	505.07	DM
UTILITY FUND 60	WATER	ELECTRIC SERVICE WH3 - 8743687588	ELECTRICAL SERVICE AT LIFT STATIO	291.75	DM
UTILITY FUND 60	WATER	ELEC SERV WH2 - 9893106653	ELECTRICAL SERVICE AT LIFT STATIO	188.51	DM
UTILITY FUND 60	WATER	ELEC SERV WH4 - 2747824206	ELECTRICAL SERVICE AT LIFT STATIO	35.57	DM

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 08/26/2025 - 09/08/2025

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: DYNEGY ENERGY SERVICES					
			Vendor Total:	17,271.21	
Vendor Name: FIRST AMERICAN BANK					
REFUSE & RECYCLING	30	LOCK BOX FEES - AUGUST 2025	LOCK BOX FEES - AUGUST 2025	92.10	M
REFUSE & RECYCLING	30	CREDIT CARD FEES - AUGUST 2025	CREDIT CARD FEES - AUGUST 2025	633.83	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION LOCK BOX FEES - AUGUST 2025	LOCK BOX FEES - AUGUST 2025	368.40	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION CREDIT CARD FEES - AUGUST 2025	CREDIT CARD FEES - AUGUST 2025	2,535.34	M
			Vendor Total:	3,629.67	
Vendor Name: FIRST AMERICAN BANK					
GENERAL FUND		ADMINISTRATION CONSTANT CONTACT	CONSTANT CONTACT	98.00	M
GENERAL FUND		ADMINISTRATION THE LUMPIA LADY - FOOD TRUCK EVENT	THE LUMPIA LADY - FOOD TRUCK EVENT	70.55	M
GENERAL FUND		ADMINISTRATION WITH A CHERRY ON TOP - FOOD TRUCK	WITH A CHERRY ON TOP - FOOD TRUCK	50.66	M
GENERAL FUND		ADMINISTRATION SUPREME FRIES & MORE - FOOD TRUCK	SUPREME FRIES & MORE - FOOD TRUCK	81.22	M
GENERAL FUND		ADMINISTRATION THE CURIOUS CROW - FOOD TRUCK EVEN	THE CURIOUS CROW - FOOD TRUCK EVEN	148.73	M
GENERAL FUND		ADMINISTRATION GRACIE'S KITCHEN - FOOD TRUCK EVEN	GRACIE'S KITCHEN - FOOD TRUCK EVEN	92.21	M
GENERAL FUND		ADMINISTRATION NOTHING BUNDT CAKE - FOOD TRUCK EV	NOTHING BUNDT CAKE - FOOD TRUCK EV	94.00	M
GENERAL FUND		ADMINISTRATION AMAZON - OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	13.63	M
GENERAL FUND		ADMINISTRATION AMAZON - OPERATING SUPPLIES	AMAZON - OPERATING SUPPLIES	46.25	M
GENERAL FUND		ADMINISTRATION SAMS - PARADE CANDY	SAMS - PARADE CANDY	204.23	M
GENERAL FUND		ADMINISTRATION ANTIOCH CHAMBER - MAYORS' GOLF OUT	ANTIOCH CHAMBER - MAYORS' GOLF OUT	450.00	M
GENERAL FUND		POLICE ILACP - MASSEY ACT TRAINING	ILACP - MASSEY ACT TRAINING	20.00	M
GENERAL FUND		POLICE THE LUMPIA LADY - FOOD TRUCK EVENT	THE LUMPIA LADY - FOOD TRUCK EVENT	70.54	M
GENERAL FUND		POLICE WITH A CHERRY ON TOP - FOOD TRUCK	WITH A CHERRY ON TOP - FOOD TRUCK	50.67	M
GENERAL FUND		POLICE SUPREME FRIES & MORE - FOOD TRUCK	SUPREME FRIES & MORE - FOOD TRUCK	81.21	M
GENERAL FUND		POLICE THE CURIOUS CROW - FOOD TRUCK EVEN	THE CURIOUS CROW - FOOD TRUCK EVEN	148.73	M
GENERAL FUND		POLICE GRACIE'S KITCHEN - FOOD TRUCK EVEN	GRACIE'S KITCHEN - FOOD TRUCK EVEN	92.22	M
GENERAL FUND		POLICE NOTHING BUNDT CAKE - FOOD TRUCK EV	NOTHING BUNDT CAKE - FOOD TRUCK EV	94.00	M
GENERAL FUND		PUBLIC WORKS SAMS - PARADE CANDY	SAMS - PARADE CANDY	102.46	M
IT FUND		AMAZON - GIMBLE	AMAZON - GIMBLE	189.99	M
IT FUND		ZOOM VIDEO COMMUNICATIONS	ZOOM VIDEO COMMUNICATIONS	15.99	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION THE LUMPIA LADY - FOOD TRUCK EVENT	THE LUMPIA LADY - FOOD TRUCK EVENT	70.54	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION WITH A CHERRY ON TOP - FOOD TRUCK	WITH A CHERRY ON TOP - FOOD TRUCK	50.67	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION SUPREME FRIES & MORE - FOOD TRUCK	SUPREME FRIES & MORE - FOOD TRUCK	81.21	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION THE CURIOUS CROW - FOOD TRUCK EVEN	THE CURIOUS CROW - FOOD TRUCK EVEN	148.73	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION GRACIE'S KITCHEN - FOOD TRUCK EVEN	GRACIE'S KITCHEN - FOOD TRUCK EVEN	92.22	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION NOTHING BUNDT CAKE - FOOD TRUCK EV	NOTHING BUNDT CAKE - FOOD TRUCK EV	94.00	M
UTILITY FUND	60	SEWER & WATER ADMINISTRATION SAMS - PARADE CANDY	SAMS - PARADE CANDY	102.47	M
UTILITY FUND	60	SEWER SAMS - PARADE CANDY	SAMS - PARADE CANDY	102.47	M
UTILITY FUND	60	WATER SAMS - PARADE CANDY	SAMS - PARADE CANDY	102.47	M
			Vendor Total:	3,060.07	
Vendor Name: GEARY ELECTRIC, INC					
GENERAL FUND		PUBLIC WORKS STREET LIGHT REPAIR	STREET LIGHT REPAIR	233.94	M
GENERAL FUND		PUBLIC WORKS STREET LIGHT REPAIR	STREET LIGHT REPAIR	812.15	M
			Vendor Total:	1,046.09	
Vendor Name: GENCOMM					
UTILITY FUND	60	SEWER & WATER ADMINISTRATION FCC LICENSE FEE	FCC LICENSE FEE	825.00	M
			Vendor Total:	825.00	
Vendor Name: GEWALT HAMILTON ASSOCIATES, INC					

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 08/26/2025 - 09/08/2025

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Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: GEWALT HAMILTON ASSOCIATES, INC					
GENERAL FUND	ENGINEERING & BUILDING	GENERAL ENGINEERING & GIS DATA &	GENERAL ENGINEERING & GIS DATA &	3,028.75	D M
				Vendor Total:	
				3,028.75	
Vendor Name: GRAINGER, INC.					
UTILITY FUND 60	SEWER	LS3 GEN SET BLOCK HEATER	LS3 GEN SET BLOCK HEATER	184.63	M
				Vendor Total:	
				184.63	
Vendor Name: GREAT AMERICAN TIRE & AUTO					
GENERAL FUND	POLICE	#80 - FLAT TIRE REPAIR	#80 - FLAT TIRE REPAIR	37.10	M
GENERAL FUND	POLICE	TRK 20 - TIRE REPAIR	TRK 20 - TIRE REPAIR	26.50	M
				Vendor Total:	
				63.60	
Vendor Name: IMRF VILLAGE OF LINDENHURST					
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	VILLAGE OF LINDENHURST IMRF - AUGU	VILLAGE OF LINDENHURST IMRF - AUGU	9,652.07	M
REFUSE & RECYCLING 30		VILLAGE OF LINDENHURST IMRF - AUGU	VILLAGE OF LINDENHURST IMRF - AUGU	603.25	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VILLAGE OF LINDENHURST IMRF - AUGU	VILLAGE OF LINDENHURST IMRF - AUGU	9,853.15	M
				Vendor Total:	
				20,108.47	
Vendor Name: INTERSTATE ALL BATTERY CENTER					
GENERAL FUND	PUBLIC WORKS	JCB 214 BATTERY REPLACEMENT	JCB 214 BATTERY REPLACEMENT	126.45	M
GENERAL FUND	PUBLIC WORKS	JCB 214 BATTERY CORE CHARGE REIMBU	JCB 214 BATTERY CORE CHARGE REIMBU	(18.00)	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	JCB 214 BATTERY REPLACEMENT	JCB 214 BATTERY REPLACEMENT	84.30	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	JCB 214 BATTERY CORE CHARGE REIMBU	JCB 214 BATTERY CORE CHARGE REIMBU	(12.00)	M
				Vendor Total:	
				180.75	
Vendor Name: IPBC					
GENERAL FUND	ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	4,051.12	M
GENERAL FUND	ENGINEERING & BUILDING	HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	1,381.41	M
GENERAL FUND	POLICE	HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	34,610.82	M
GENERAL FUND	PUBLIC WORKS	HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	8,087.79	M
REFUSE & RECYCLING 30		HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	2,655.46	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	HOSPITALIZATION	EMPLOYER CONTRIBUTION - SEPTEMBER	16,901.61	M
				Vendor Total:	
				67,688.21	
Vendor Name: J.G. UNIFORMS, INC					
GENERAL FUND	POLICE	BODY ARMOR - KUEBER	BODY ARMOR - KUEBER	995.00	M
GENERAL FUND	POLICE	BODY ARMOR - FOY	BODY ARMOR - FOY	995.00	M
				Vendor Total:	
				1,990.00	
Vendor Name: JOHNNY D TEES, LLC					
ECONOMIC DEVELOPMENT FUND		STAFF SHIRTS	STAFF SHIRTS	201.00	M
				Vendor Total:	
				201.00	
Vendor Name: KIMBALL MIDWEST					
GENERAL FUND	PUBLIC WORKS	WIPES, HAND SOLUTION STOCK	WIPES, HAND SOLUTION STOCK	134.48	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	WIPES, HAND SOLUTION STOCK	WIPES, HAND SOLUTION STOCK	201.71	M
				Vendor Total:	
				336.19	
Vendor Name: LAI, LTD					
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	CLAY VALVE REPLACEMENT	CLAY VALVE REPLACEMENT	2,897.34	M
				Vendor Total:	
				2,897.34	
Vendor Name: LAKE COUNTY TREASURER					
GENERAL FUND	PUBLIC WORKS	TRAFFIC LIGHTS	TRAFFIC LIGHTS	784.60	M

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

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Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: LAKE COUNTY TREASURER					
			Vendor Total:	784.60	
Vendor Name: LINDENHURST SANITARY DISTRICT					
SANITARY DISTRICT		SANITARY DIST CONNECTION FEE	AUGUST 2025 - IN LIEU OF TAXES	2,036.53	M
			Vendor Total:	2,036.53	
Vendor Name: MAJOR CRASH ASSISTANCE TEAM					
GENERAL FUND	POLICE	MAY 2025 - APRIL 2026 MEMBERSHIP	MAY 2025 - APRIL 2026 MEMBERSHIP	500.00	M
			Vendor Total:	500.00	
Vendor Name: MANHARD CONSULTING LTD					
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	MISC ENGINEERING ASSISTANCE	252.50	DM
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - BRIARGATE	777.50	DM
			Vendor Total:	1,030.00	
Vendor Name: MENARDS - ANTIOCH					
GENERAL FUND	POLICE	KENNEL GATE	KENNEL GATE	99.99	DM
GENERAL FUND	PUBLIC WORKS	T-POSTS, CONCRETE, PAILS	T-POSTS, CONCRETE, PAILS	102.26	DM
GENERAL FUND	PUBLIC WORKS	LED LIGHTS	LED LIGHTS	41.66	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	T-POSTS, CONCRETE, PAILS	T-POSTS, CONCRETE, PAILS	102.25	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LED LIGHTS	LED LIGHTS	61.80	DM
			Vendor Total:	407.96	
Vendor Name: MOTOROLA SOLUTIONS, INC.					
GENERAL FUND	POLICE	PORTABLE ANTENNA	PORTABLE ANTENNA	227.79	DM
			Vendor Total:	227.79	
Vendor Name: NORTH STAR JCB					
GENERAL FUND	PUBLIC WORKS	BATTERY MOUNT J-BOLT TRK 63	BATTERY MOUNT J-BOLT TRK 63	56.12	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	BATTERY MOUNT J-BOLT TRK 63	BATTERY MOUNT J-BOLT TRK 63	37.41	M
			Vendor Total:	93.53	
Vendor Name: PACE ANALYTICAL SERVICES, LLC					
UTILITY FUND 60	SEWER	LAB SERVICES	LAB SERVICES	478.50	DM
UTILITY FUND 60	SEWER	AUGUST 2025 WWTF SAMPLING	AUGUST 2025 WWTF SAMPLING	1,675.00	DM
UTILITY FUND 60	WATER	LAB SERVICE	LAB SERVICES	4,900.00	DM
			Vendor Total:	7,053.50	
Vendor Name: PAYROLL - EXPENSES					
GENERAL FUND	PUBLIC WORKS	CELL PHONE STIPEND - STREET	PAYROLL- EMPLOYER COSTS	0.00	M
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	ADMIN FICA	PAYROLL- EMPLOYER COSTS	3,301.33	M
REFUSE & RECYCLING 30		GARBAGE FICA	PAYROLL- EMPLOYER COSTS	206.33	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S & W FICA	PAYROLL- EMPLOYER COSTS	3,370.12	M
UTILITY FUND 60	SEWER	CELL PHONE STIPEND - SEWER	PAYROLL- EMPLOYER COSTS	0.00	M
			Vendor Total:	6,877.78	
Vendor Name: PAYROLL - GROSS PAYS					
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	7,989.92	M
GENERAL FUND	ADMINISTRATION	ADMIN PART-TIME SALARIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	14.58	M
GENERAL FUND	ADMINISTRATION	ADMIN MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	ADMIN SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	0.00	M

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

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Vendor Name: PAYROLL - GROSS PAYS					
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG SALARIES	PAYROLL GROSS COMPENSATION	2,201.55	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE ADMIN/RECORDS SALARIES	PAYROLL GROSS COMPENSATION	2,142.40	M
GENERAL FUND	POLICE	POLICE OFFICERS SALARIES	PAYROLL GROSS COMPENSATION	65,696.43	M
GENERAL FUND	POLICE	POLICE P/T OFFICERS SALARIES	PAYROLL GROSS COMPENSATION	3,622.96	M
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	4,953.55	M
GENERAL FUND	POLICE	POLICE MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE P/T CSO SALARIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE UNIFORM STIPEND	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET SALARIES	PAYROLL GROSS COMPENSATION	15,608.22	M
GENERAL FUND	PUBLIC WORKS	STREET SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	613.50	M
GENERAL FUND	PUBLIC WORKS	STREET OVER-TIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	3,015.83	M
GENERAL FUND	PUBLIC WORKS	STREET ON-CALL	PAYROLL GROSS COMPENSATION	285.20	M
GENERAL FUND	PUBLIC WORKS	STREET P/T WINTER PERSONNEL	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET PT LABORER	PAYROLL GROSS COMPENSATION	780.30	M
REFUSE & RECYCLING 30		GARBAGE FUND SALARIES	PAYROLL GROSS COMPENSATION	2,844.77	M
REFUSE & RECYCLING 30		GARBAGE MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
REFUSE & RECYCLING 30		GARBAGE SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GRAND AVENUE TIF FUND		TIF SALARIES	PAYROLL GROSS COMPENSATION	843.75	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN SALARIES	PAYROLL GROSS COMPENSATION	7,368.61	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	19.44	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	15,798.48	M
UTILITY FUND 60	SEWER	SEWER PART-TIME & SEASONAL	PAYROLL GROSS COMPENSATION	613.50	M
UTILITY FUND 60	SEWER	SEWER OVER-TIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	2,825.58	M
UTILITY FUND 60	SEWER	SEWER ON-CALL	PAYROLL GROSS COMPENSATION	285.20	M
UTILITY FUND 60	SEWER	SEWER MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER PT LABORER	PAYROLL GROSS COMPENSATION	780.30	M
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	7,899.24	M
UTILITY FUND 60	WATER	WATER PART TIME & SEASONAL	PAYROLL GROSS COMPENSATION	306.75	M
UTILITY FUND 60	WATER	WATER OVERTIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	1,412.78	M
UTILITY FUND 60	WATER	WATER ON-CALL	PAYROLL GROSS COMPENSATION	142.60	M
UTILITY FUND 60	WATER	WATER MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	WATER	WATER SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	WATER	WATER PT LABORER	PAYROLL GROSS COMPENSATION	390.15	M
Vendor Total:				148,455.59	
Vendor Name: PAYROLL - PROCESSING FEES					
GENERAL FUND	ADMINISTRATION	ADMIN PAYLOCITY	PAYROLL - PAYLOCITY FEES	356.68	M
REFUSE & RECYCLING 30		GARBAGE FUND PAYLOCITY	PAYROLL - PAYLOCITY FEES	79.26	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN PAYLOCITY	PAYROLL - PAYLOCITY FEES	356.68	M
Vendor Total:				792.62	
Vendor Name: PITNEY BOWES GLOBAL FINANCIAL SERVI					

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

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Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: PITNEY BOWES GLOBAL FINANCIAL SERVI					
IT FUND		RENTAL CHARGE - JUNE 20, 2025 - SE	RENTAL CHARGE - JUNE 20, 2025 - SE	195.12	D M
			Vendor Total:	<u>195.12</u>	
Vendor Name: PPM INC					
GENERAL FUND	PUBLIC WORKS	2025 ANNUAL CRACK SEALING	2025 ANNUAL CRACK SEALING	50,000.00	M
			Vendor Total:	<u>50,000.00</u>	
Vendor Name: PRECISE MRM LLC					
GENERAL FUND	PUBLIC WORKS	GPS DATA PLAN	GPS DATA PLAN	120.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GPS DATA PLAN	GPS DATA PLAN	80.00	M
			Vendor Total:	<u>200.00</u>	
Vendor Name: RUSSO'S POWER EQUIPMENT, INC					
GENERAL FUND	PUBLIC WORKS	TRK 24 ELEC SYSTEM REMOVAL	TRK 24 ELEC SYSTEM REMOVAL	135.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRK 24 ELEC SYSTEM REMOVAL	TRK 24 ELEC SYSTEM REMOVAL	90.00	M
			Vendor Total:	<u>225.00</u>	
Vendor Name: SAFEBUILT LLC LOCKBOX 88135					
GENERAL FUND	POLICE	CODE ENFORCEMENT - AUGUST 2025	CODE ENFORCEMENT - AUGUST 2025	2,992.32	M
			Vendor Total:	<u>2,992.32</u>	
Vendor Name: SIGNARAMA					
GENERAL FUND	PUBLIC WORKS	PUBLIC HEARING SIGNAGE	PUBLIC HEARING SIGNAGE	45.00	M
			Vendor Total:	<u>45.00</u>	
Vendor Name: SUN LAKE MATERIALS, INC.					
GENERAL FUND	PUBLIC WORKS	GRAVEL	GRAVEL	746.27	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL	GRAVEL	1,119.40	M
			Vendor Total:	<u>1,865.67</u>	
Vendor Name: SUSAN O'CONNOR					
GENERAL FUND	PUBLIC WORKS	50/50 TREE - 822 SUMMER LN	50/50 TREE - 822 SUMMER LN	99.75	M
			Vendor Total:	<u>99.75</u>	
Vendor Name: SWANSON, MARTIN & BELL, LLP					
GENERAL FUND	POLICE	2025 PROSECUTION MATTERS	2025 PROSECUTION MATTERS	2,927.50	D M
			Vendor Total:	<u>2,927.50</u>	
Vendor Name: DOUGLAS TORKELESON					
GENERAL FUND	PUBLIC WORKS	50/50 TREE - 820 SUMMER LANE	50/50 TREE - 820 SUMMER LANE	149.75	M
			Vendor Total:	<u>149.75</u>	
Vendor Name: ULINE					
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	80.05	M
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	320.20	M
GENERAL FUND	PUBLIC WORKS	SAND BAGS STOCK	SAND BAGS STOCK	106.90	M
REFUSE & RECYCLING 30		OPERATING SUPPLIES	OPERATING SUPPLIES	80.05	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	320.20	M
			Vendor Total:	<u>907.40</u>	
Vendor Name: USA BLUEBOOK					
UTILITY FUND 60	SEWER	DPD FREE STOCK	DPD FREE STOCK	130.25	M
UTILITY FUND 60	WATER	DPD TESTING REAGENTS	DPD TESTING REAGENTS	165.49	M
			Vendor Total:	<u>295.74</u>	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

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Vendor Name: USIC LOCATING SERVICES, INC					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	AUGUST 2025 LOCATING SERVICES	AUGUST 2025 LOCATING SERVICES	5,482.86	DM
				Vendor Total:	5,482.86
Vendor Name: VERIZON WIRELESS					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LS6 JULY/AUGUST PHONE	LS6 JULY/AUGUST PHONE	26.16	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	PW INTERNET, CELL PHONES & TABLETS	PW INTERNET, CELL PHONES & TABLETS	2.22	M
				Vendor Total:	28.38
Vendor Name: WEX BANK					
GENERAL FUND	POLICE	PD FUEL	PD FUEL	3,510.16	M
GENERAL FUND	PUBLIC WORKS	PW FUEL	PW FUEL	1,002.74	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	PW FUEL	PW FUEL	668.50	M
				Vendor Total:	5,181.40
Vendor Name: YELLOWSTONE LANDSCAPE INC					
GENERAL FUND	PUBLIC WORKS	ISLAND BEDS GRAND AVE - APRIL 2025	ISLAND BEDS GRAND AVE - APRIL 2025	760.50	DM
GENERAL FUND	PUBLIC WORKS	ISLAND BEDS GRAND AVE - MAY 2025	ISLAND BEDS GRAND AVE - MAY 2025	760.50	DM
GENERAL FUND	PUBLIC WORKS	ISLAND BEDS GRAND AVE - JULY 2025	ISLAND BEDS GRAND AVE - JULY 2025	760.50	DM
GENERAL FUND	PUBLIC WORKS	ISLAND BEDS GRAND AVE - AUGUST 202	ISLAND BEDS GRAND AVE - AUGUST 202	760.50	DM
GENERAL FUND	PUBLIC WORKS	AUGUST 2025 MOWING	AUGUST 2025 MOWING	5,854.56	DM
UTILITY FUND 60	SEWER	AUGUST 2025 MOWING	AUGUST 2025 MOWING	3,244.52	DM
UTILITY FUND 60	WATER	AUGUST 2025 MOWING	AUGUST 2025 MOWING	746.00	DM
				Vendor Total:	12,887.08
Report Total:				483,892.80	

TOTALS BY FUND

GENERAL FUND 01	249319.66
I.M.R.F./F.I.C.A. FUND 06	12953.40
IT FUND 11	2646.68
MISCELLANEOUS ESCROW FUND 24	777.50
REFUSE & RECYCLING FUND 30	7496.92
ECONOMIC DEVELOPMENT FUND 40	201.00
GRAND AVENUE TIF FUND 41	843.75
UTILITY FUND 60	204720.02
WATER/SEWER CAPITAL FUND 61	2897.34
SANITARY DISTRICT FUND 89	2036.53
Total For All Funds:	\$483,892.80



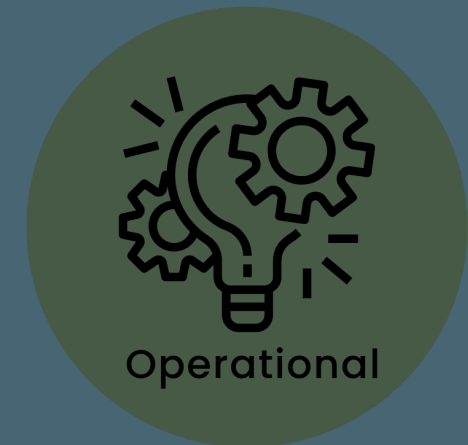
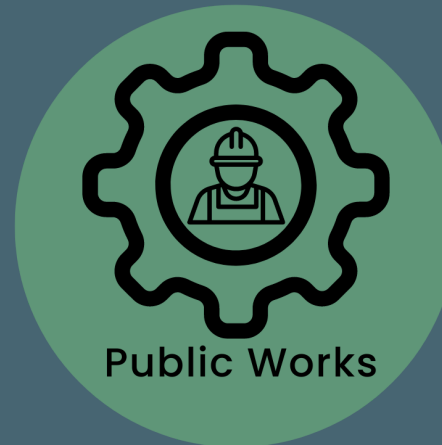
Village of Lindenhurst Strategic Priority Dashboard

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

Mission Statement

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

Village Functional Areas



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

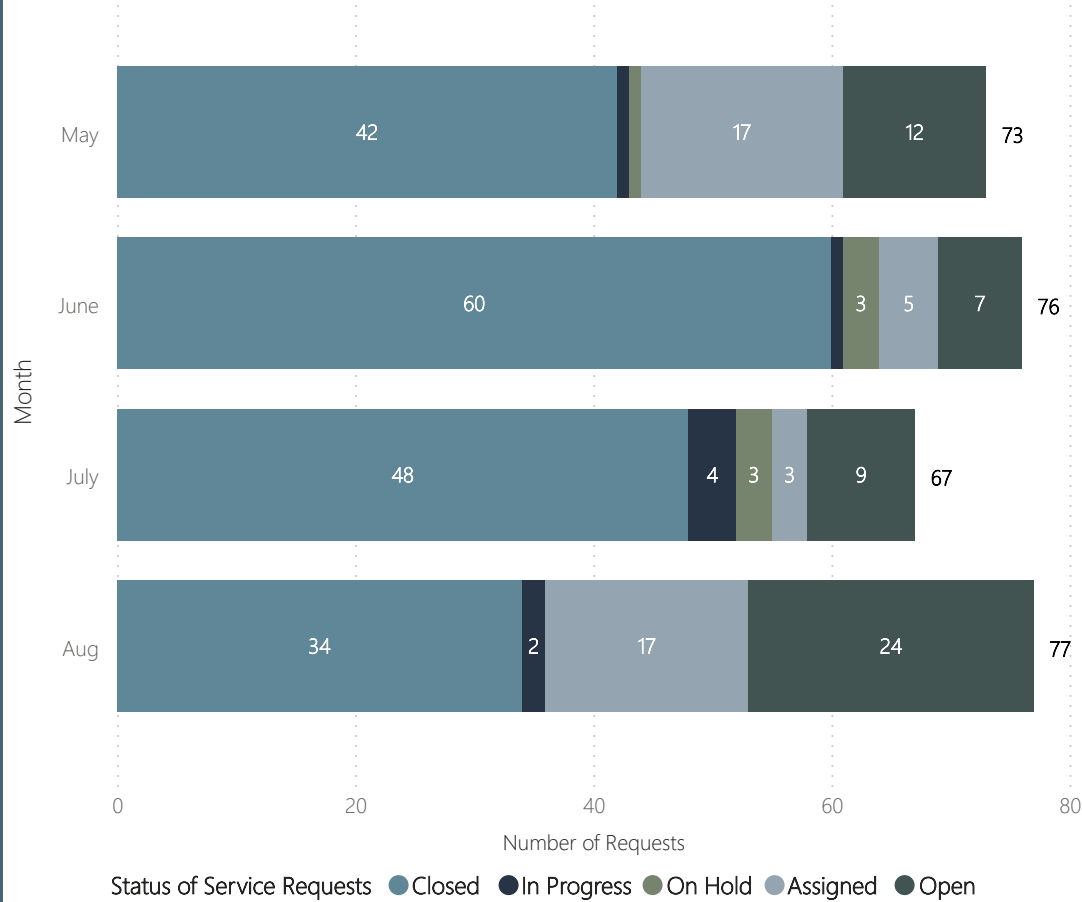


Administration & Communications

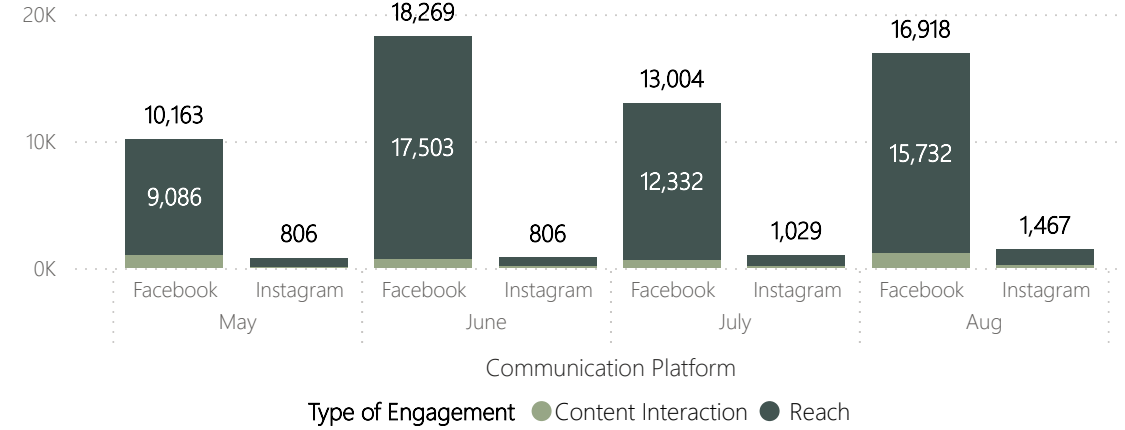
Village Strategic Plan Alignment Key

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

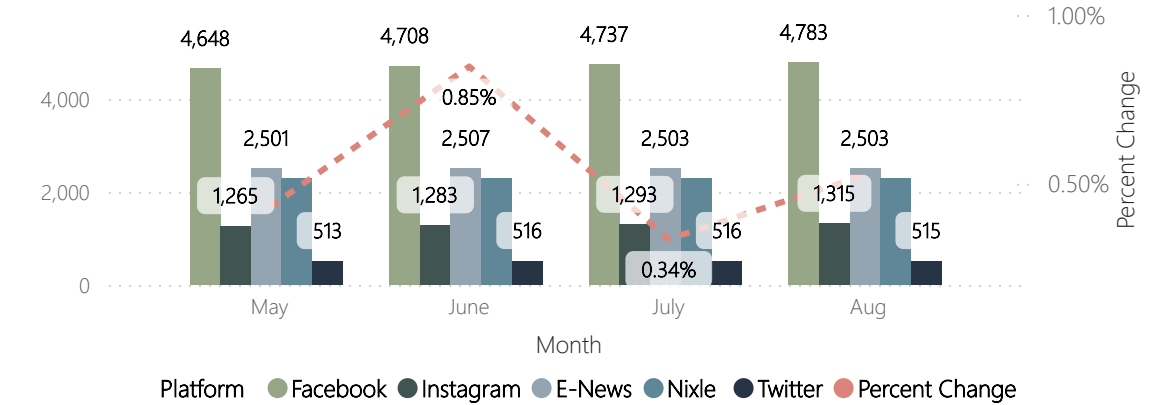
Service Requests Completion



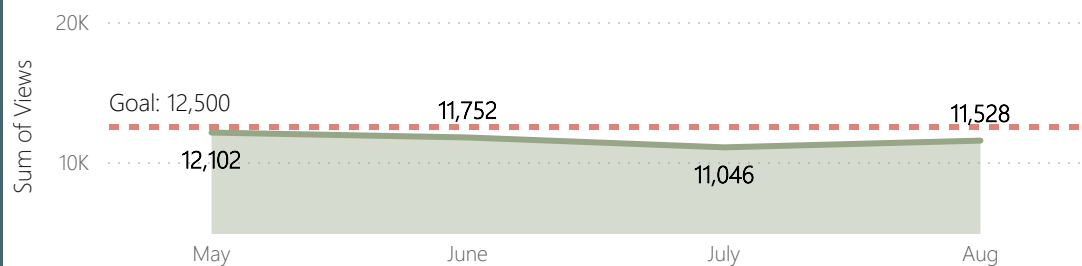
Social Media Total Engagement



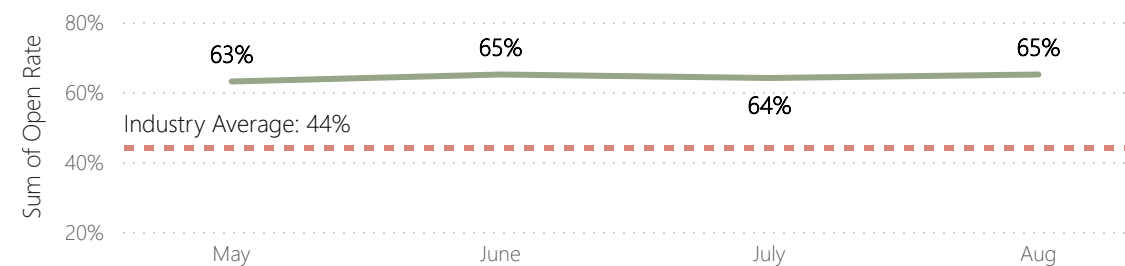
Village Social Media Platform Followers



Website Views



E-Newsletter Open Rate



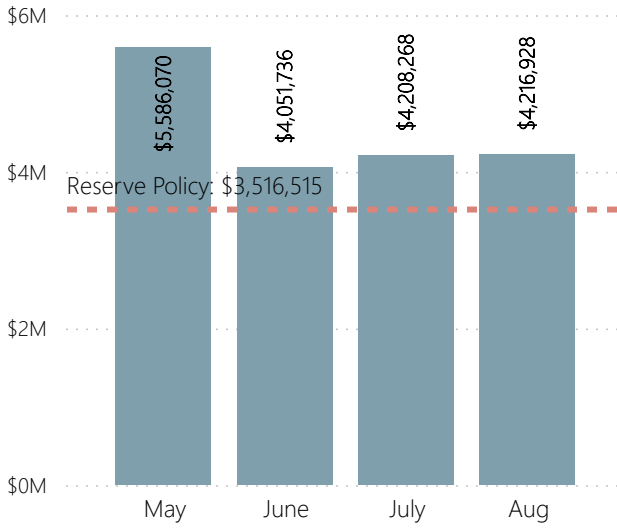


Village Strategic Plan Alignment Key

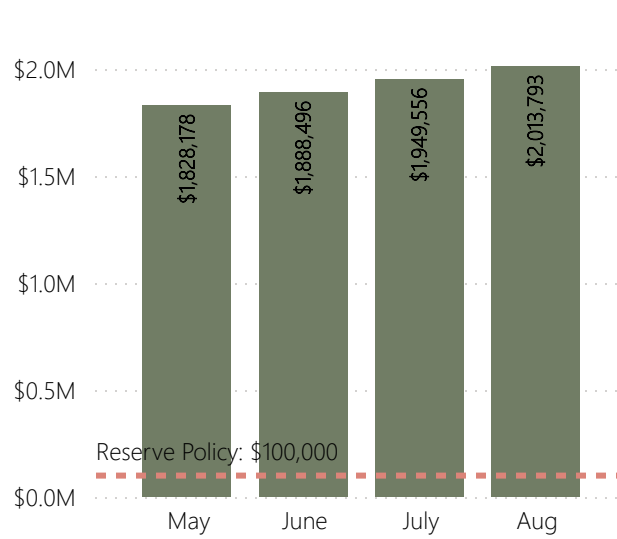
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/ Unaffiliated

Finance

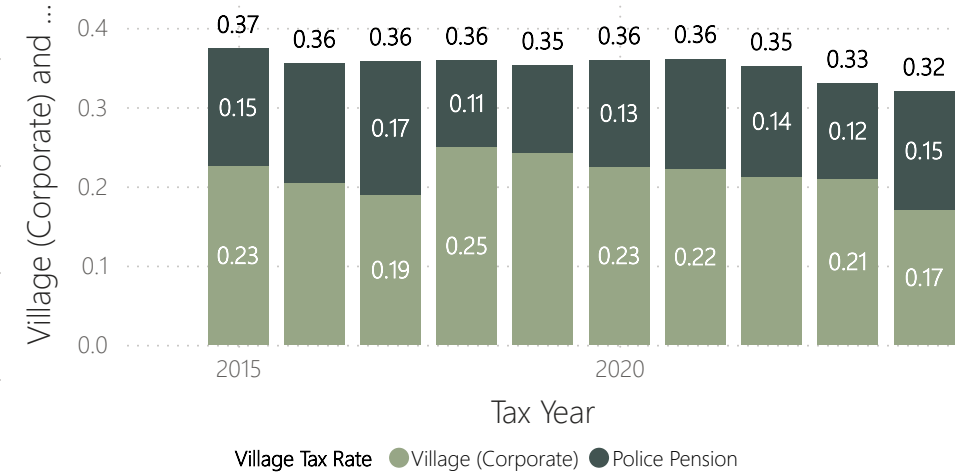
General Fund Cash Balance



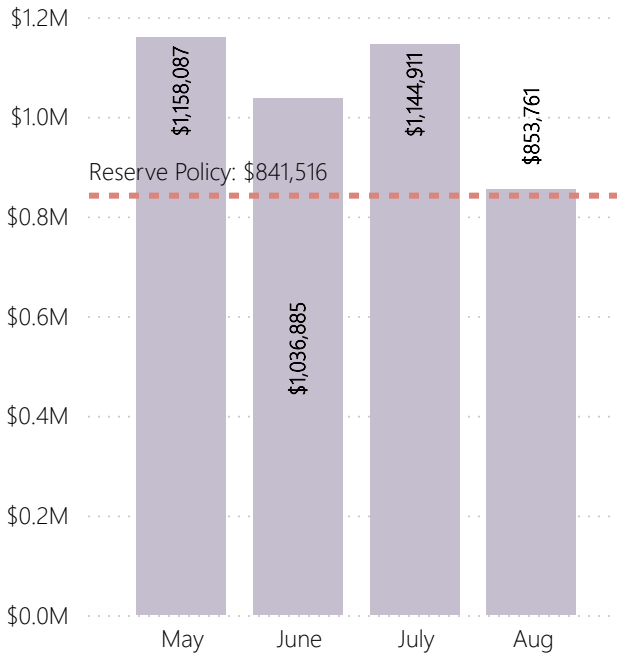
MFT Fund Cash Balance



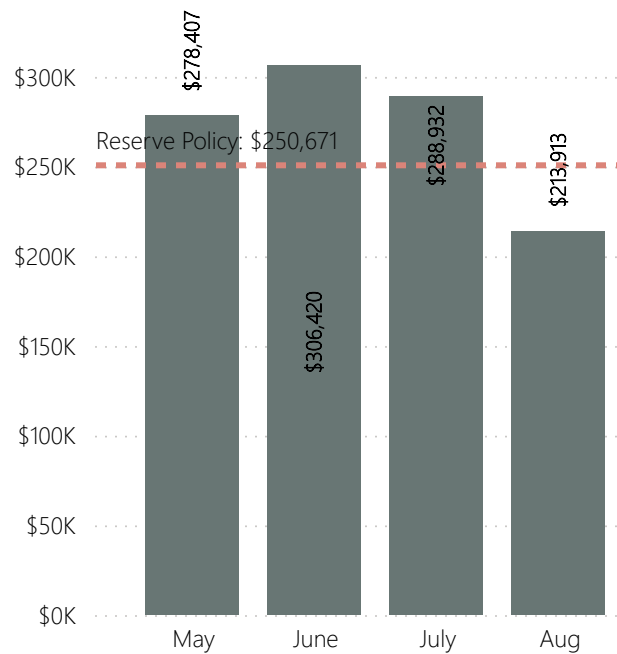
Annual Village Property Tax Rate



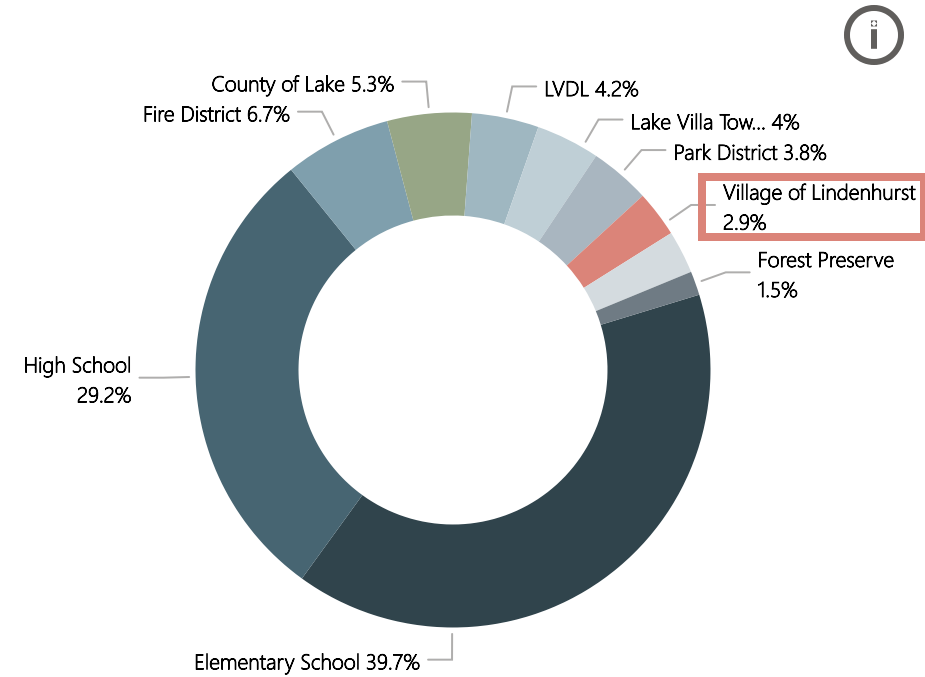
Water/ Sewer Fund Cash Balance



Garbage Fund Cash Balance



Property Tax Rate by Taxing Body



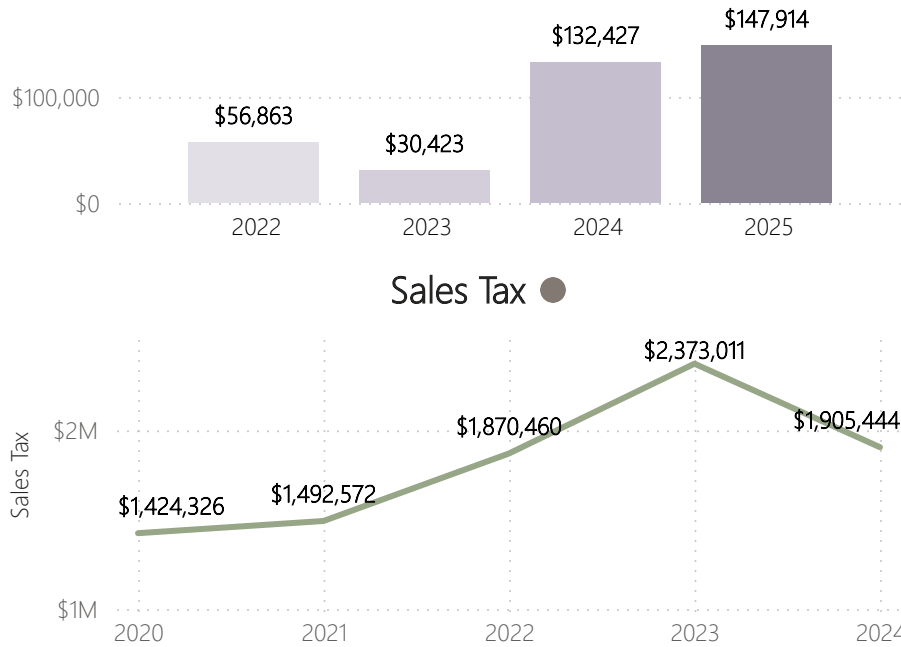


Village Strategic Plan Alignment Key

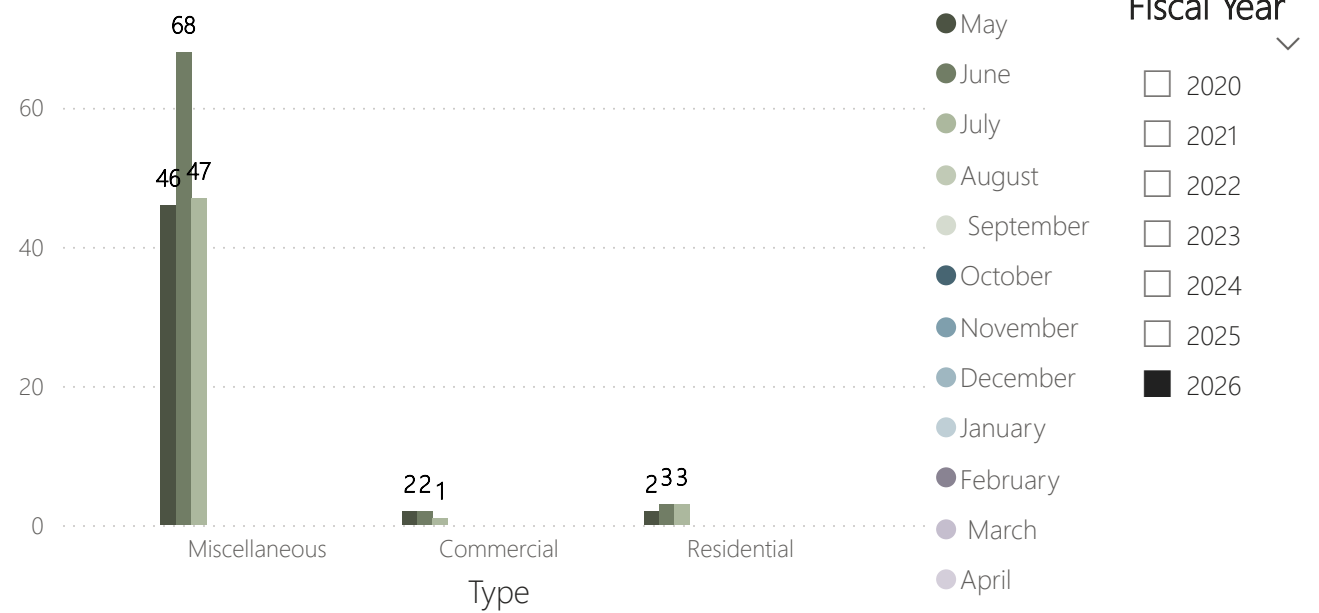
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

Development

LEAP Dollars Awarded to Businesses



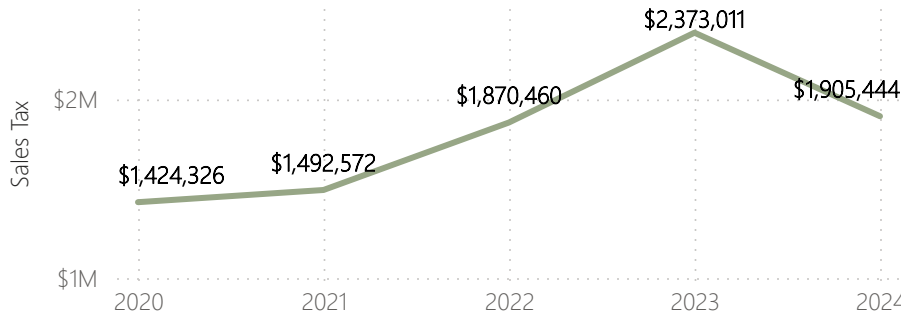
Monthly Building Permit Information



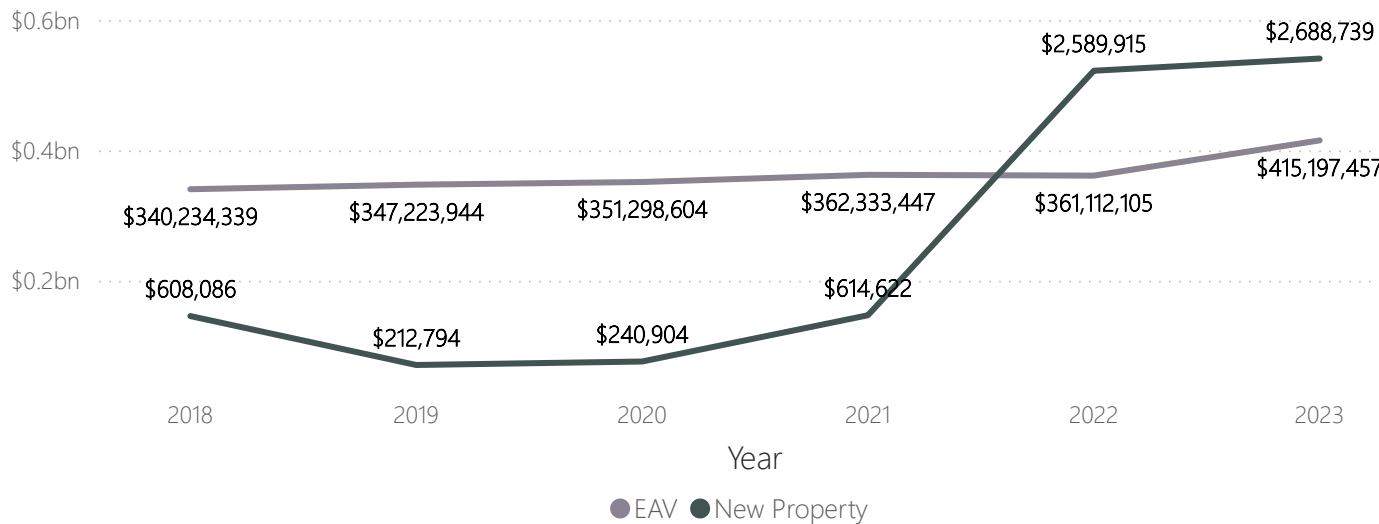
Filter by Fiscal Year

- 2020
- 2021
- 2022
- 2023
- 2024
- 2025
- 2026

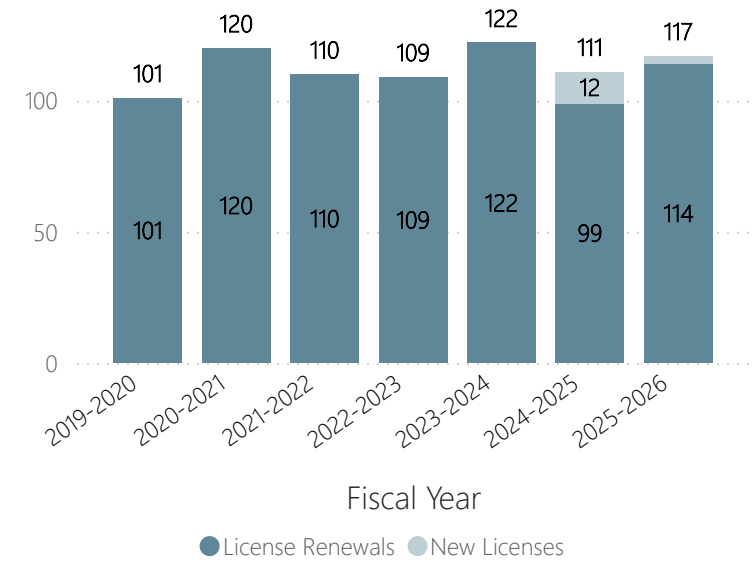
Sales Tax



Lindenhurst Taxable Equalized Assesed Value (EAV)



Fiscal Year Business License Information



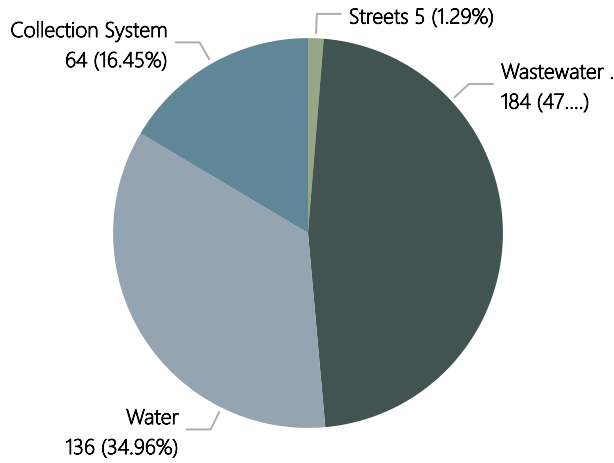


Village Strategic Plan Alignment Key

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

Public Works

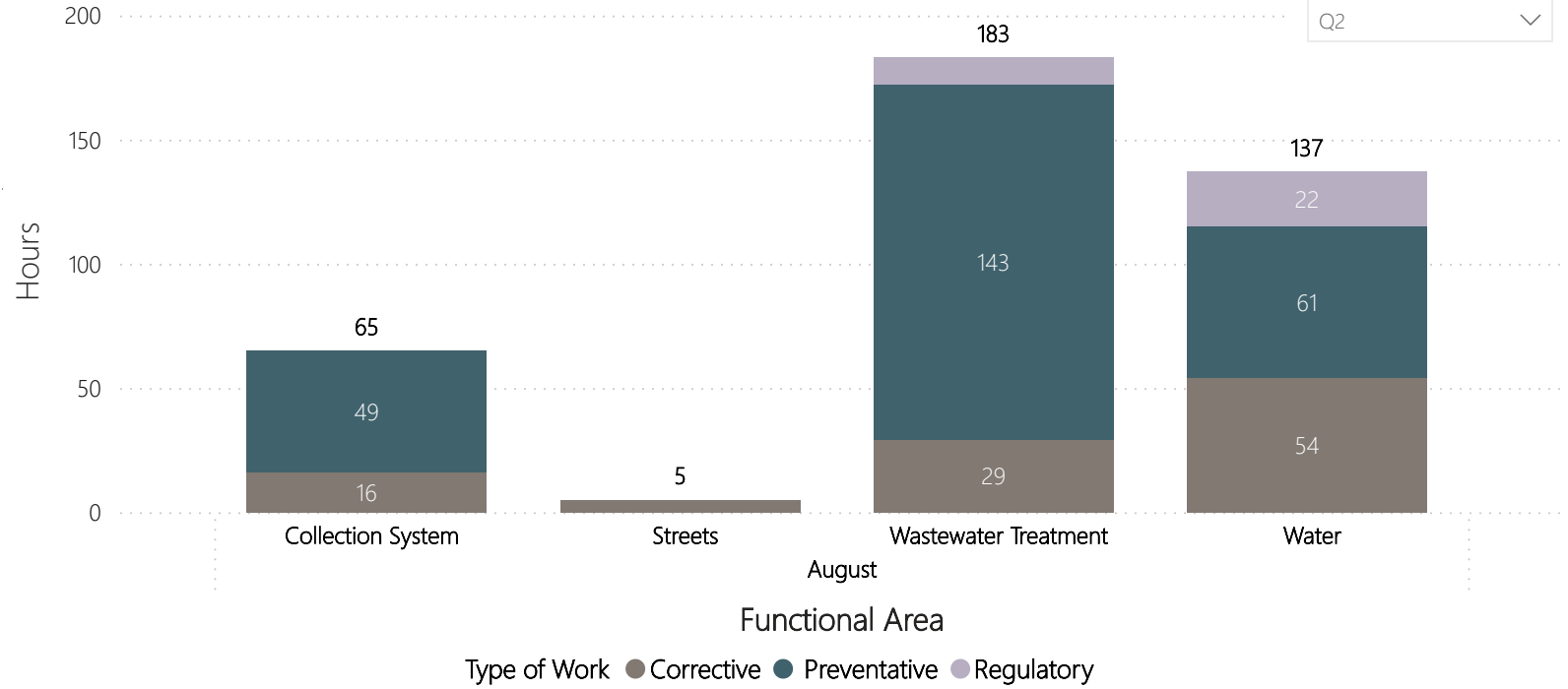
August-Time Spent in Functional Areas



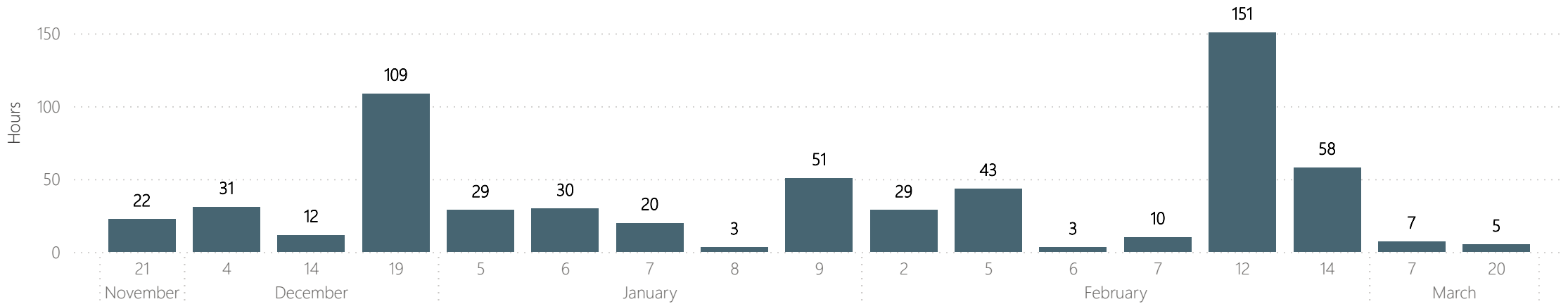
Time Performed in Public Works Functional Area

Filter by Quarter

Q2



2024-2025 Snow Season- Hours to Complete Event



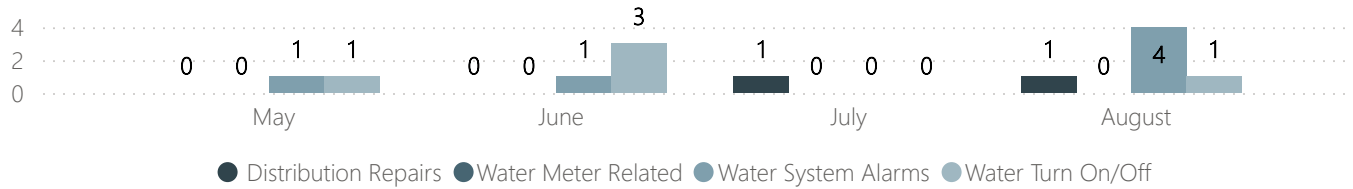


Village Strategic Plan Alignment Key

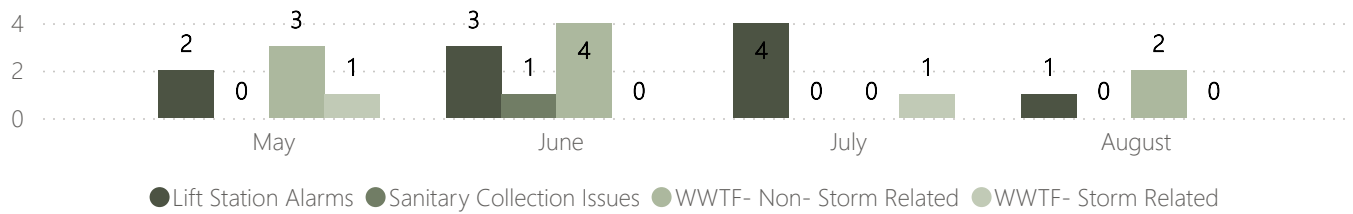
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/ Unaffiliated

Public Works

After Hour Call Outs: Water



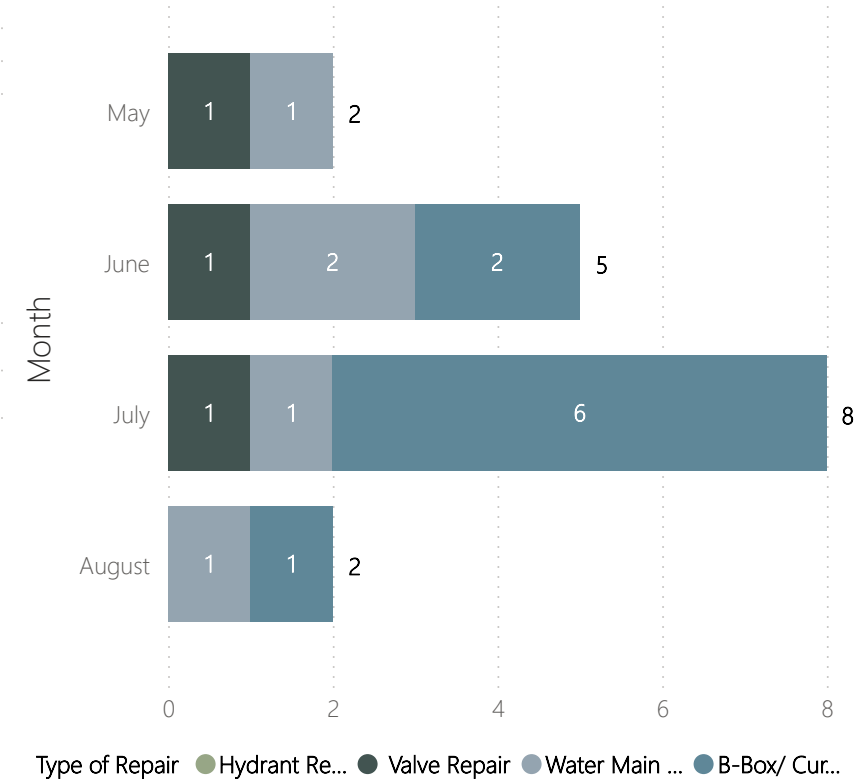
After Hour Call Outs: Sanitary



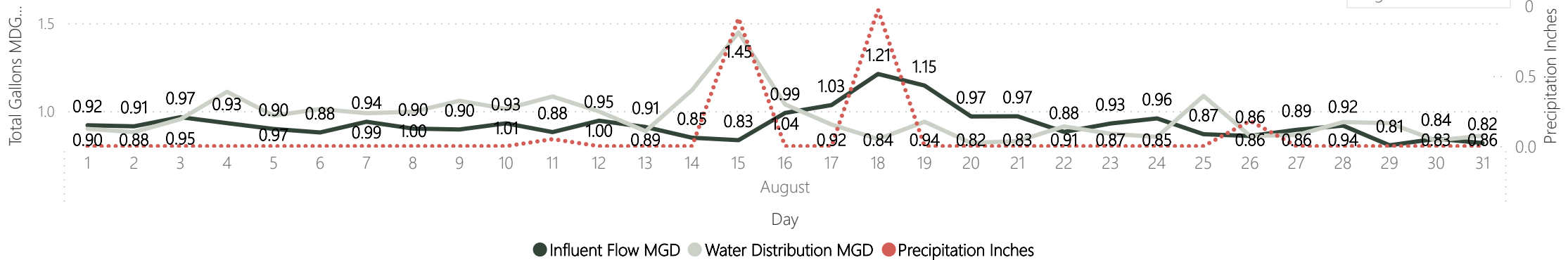
After Hour Call Outs: Streets

May June July August

Distribution Repairs



Daily Flow Levels with Daily Precipitation



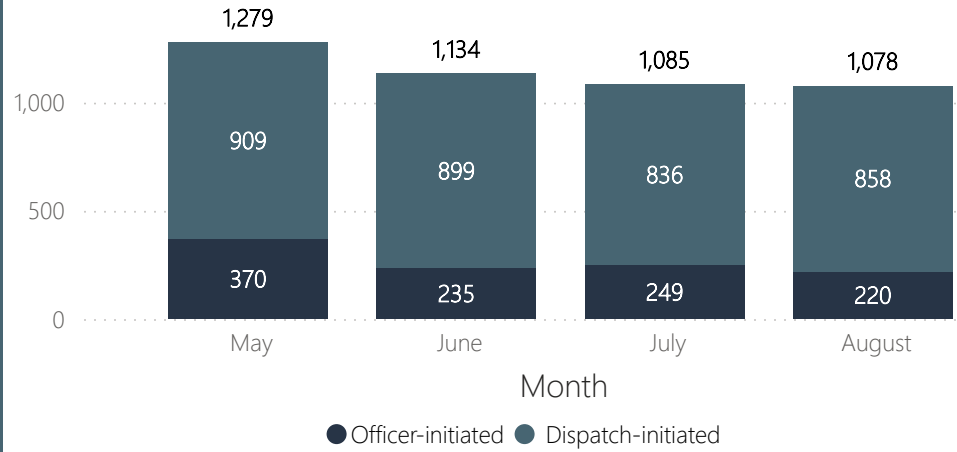


Village Strategic Plan Alignment Key

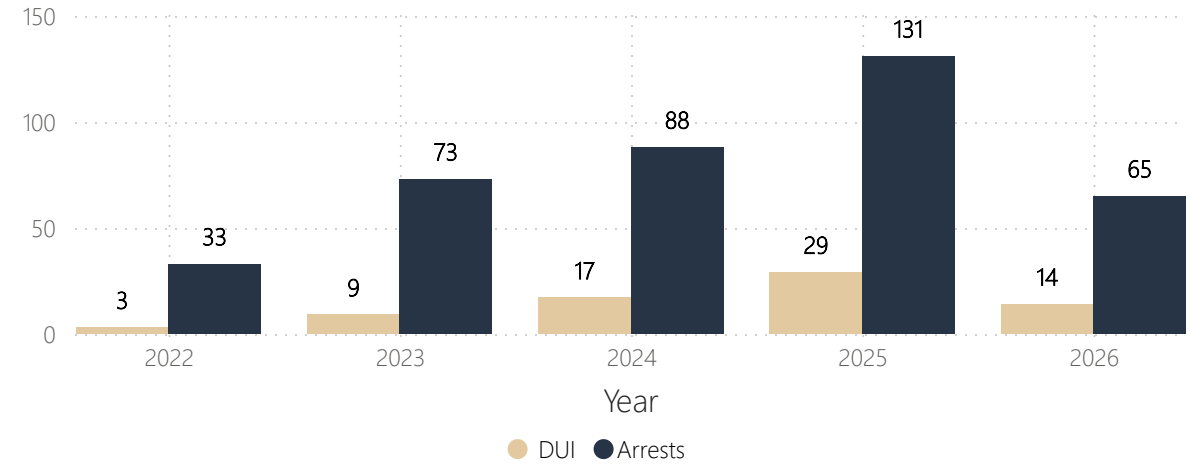
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

Police

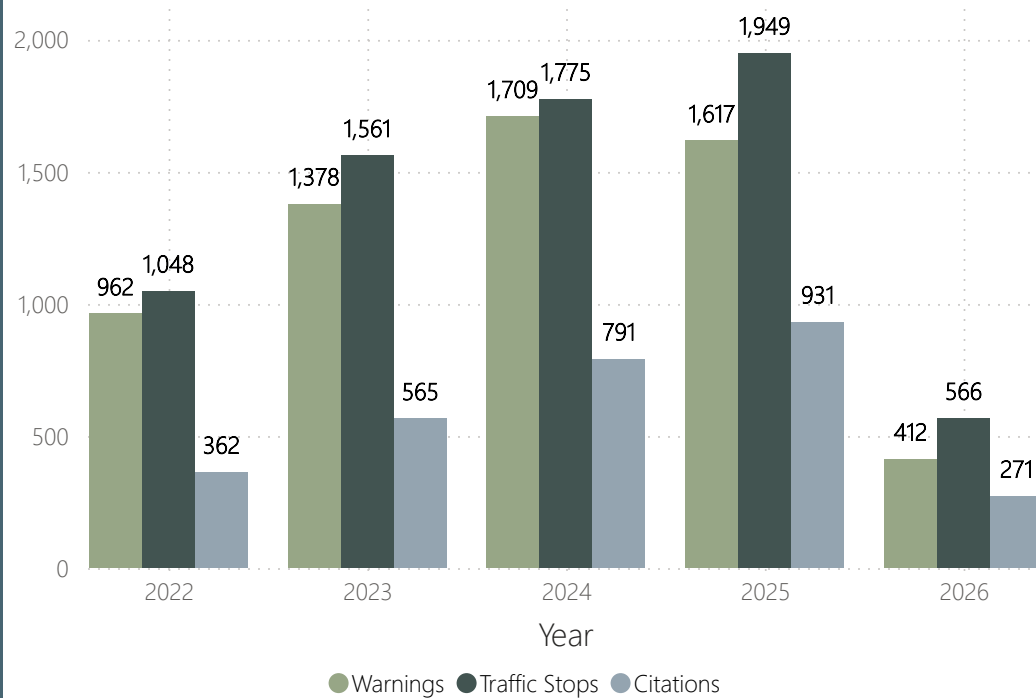
Calls for Service



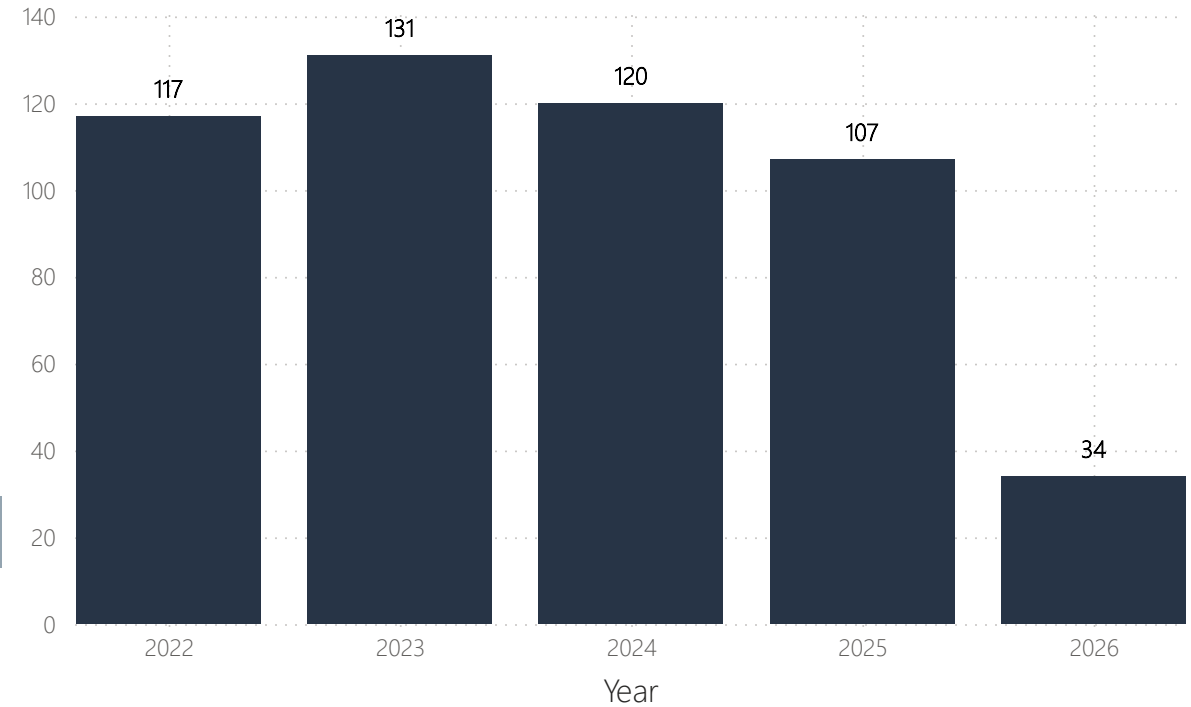
Arrest Data



Traffic Enforcement



Accident Data



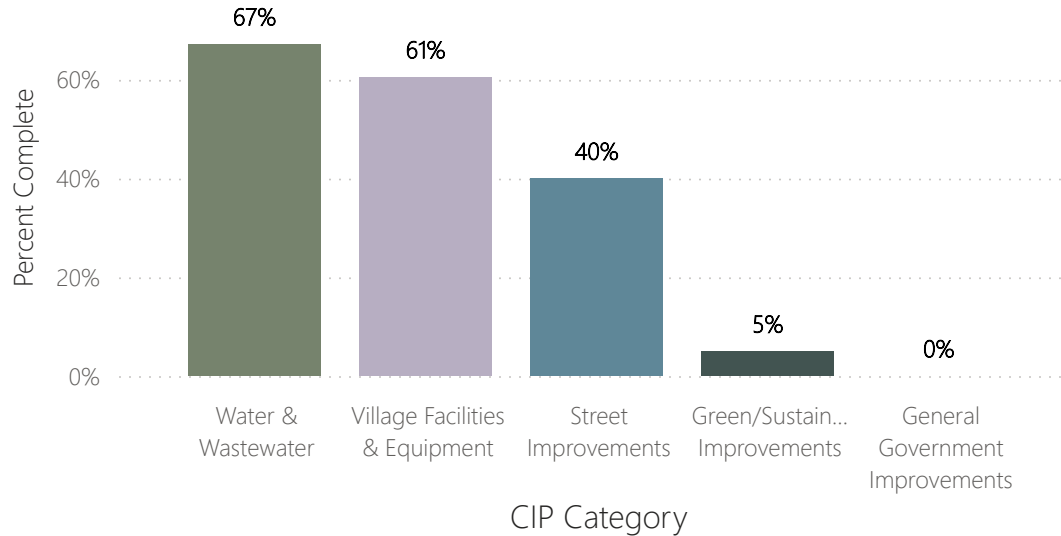


Capital Projects Tracking

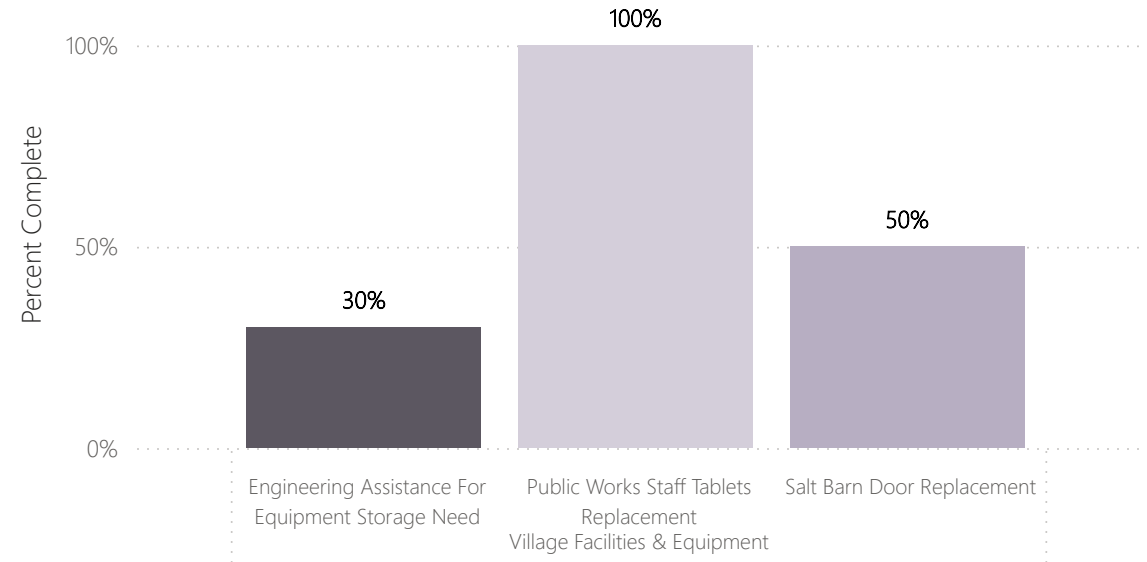
Filter by Capital Project Category

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

Capital Projects Progress by Category



Capital Projects Progress by Project



Village Strategic Plan Alignment Key

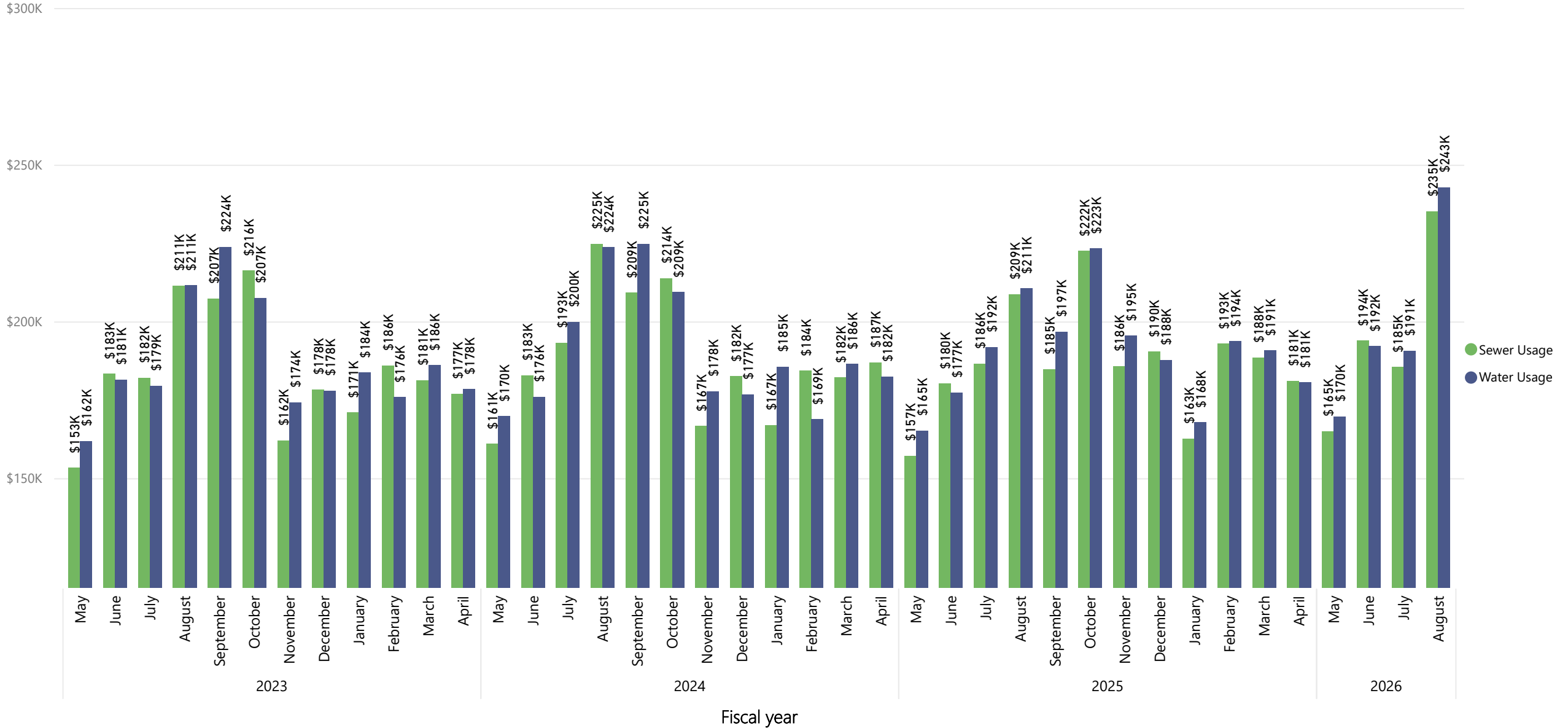
- Community Branding & Engagement
- Responsible Growth & Development
- Future Ready Operations
- Capital Infrastructure Planning & Improvements
- Business Recruitment & Retention
- Operational/Unaffiliated

CIP Category	% Complete	Project Description
<input type="checkbox"/> Village Facilities & Equipment		
<input type="checkbox"/> Technology Replacement & Improvements		
Public Works Staff Tablets Replacement	100%	Completed
<input type="checkbox"/> Village Facilities Improvements		
Engineering Assistance For Equipment Storage Need	30%	Public Works met with Gewalt Hamilton Associates to discuss the project.
<input type="checkbox"/> Village Infrastructure Improvements		
Salt Barn Door Replacement	50%	Salt Barn doors deteriorated over the past 20 years and need to be replaced. Public Works to reach out to a contractor and schedule replacement.

Village of Lindenhurst Financial Tracking and Detail Report

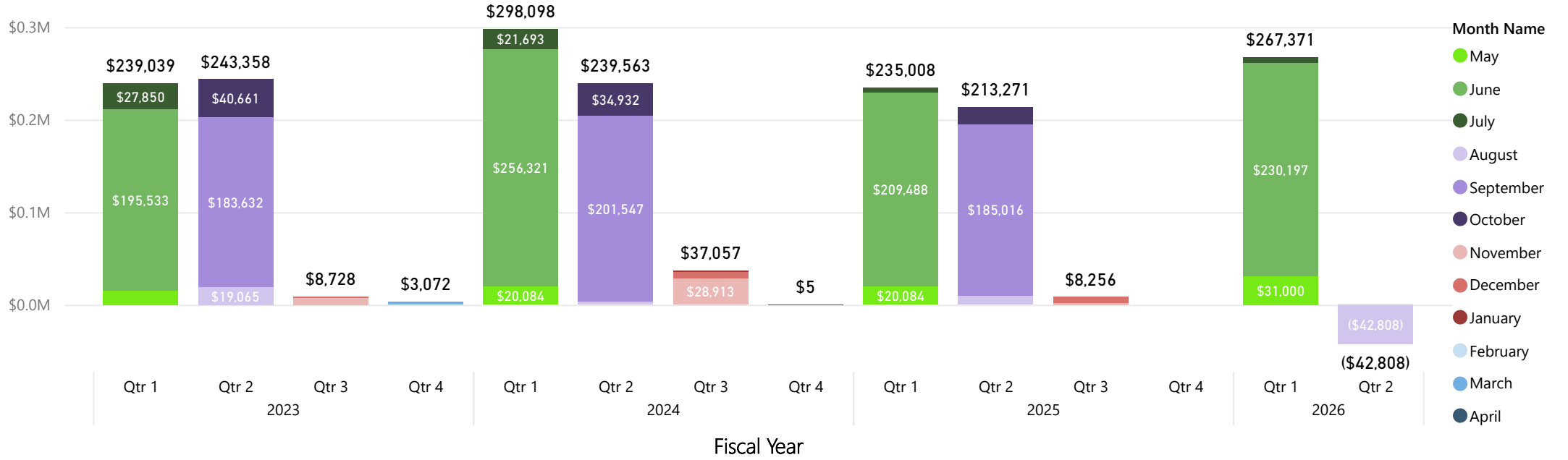


Annual Water and Sewer Receipts

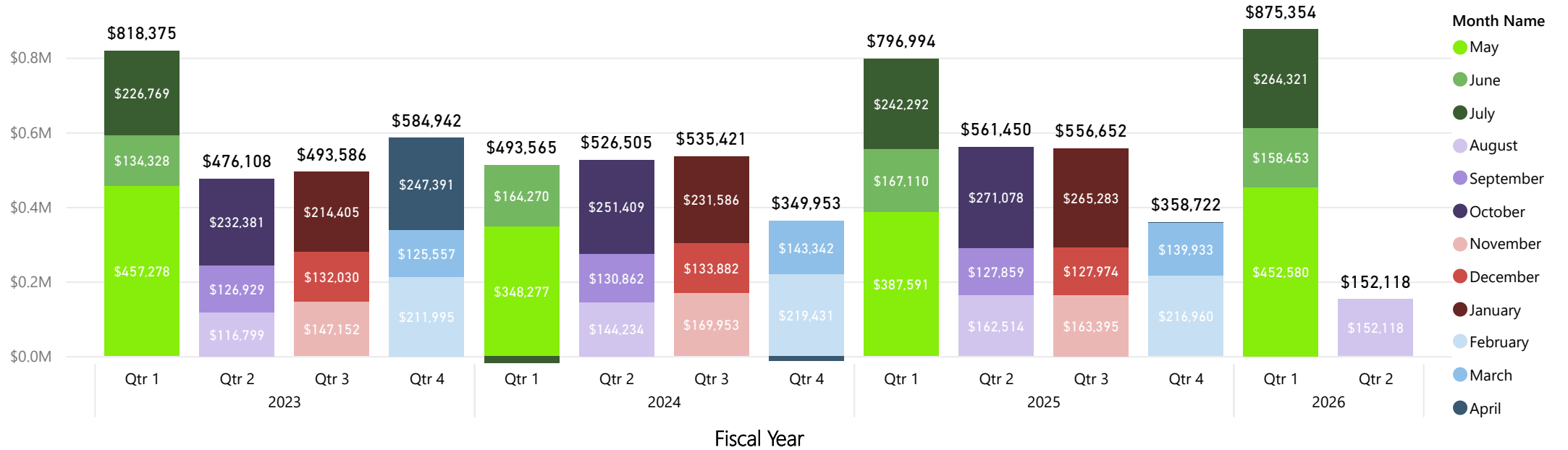


General Fund
Individual
Revenue
Sources

Property Tax Receipts by Month

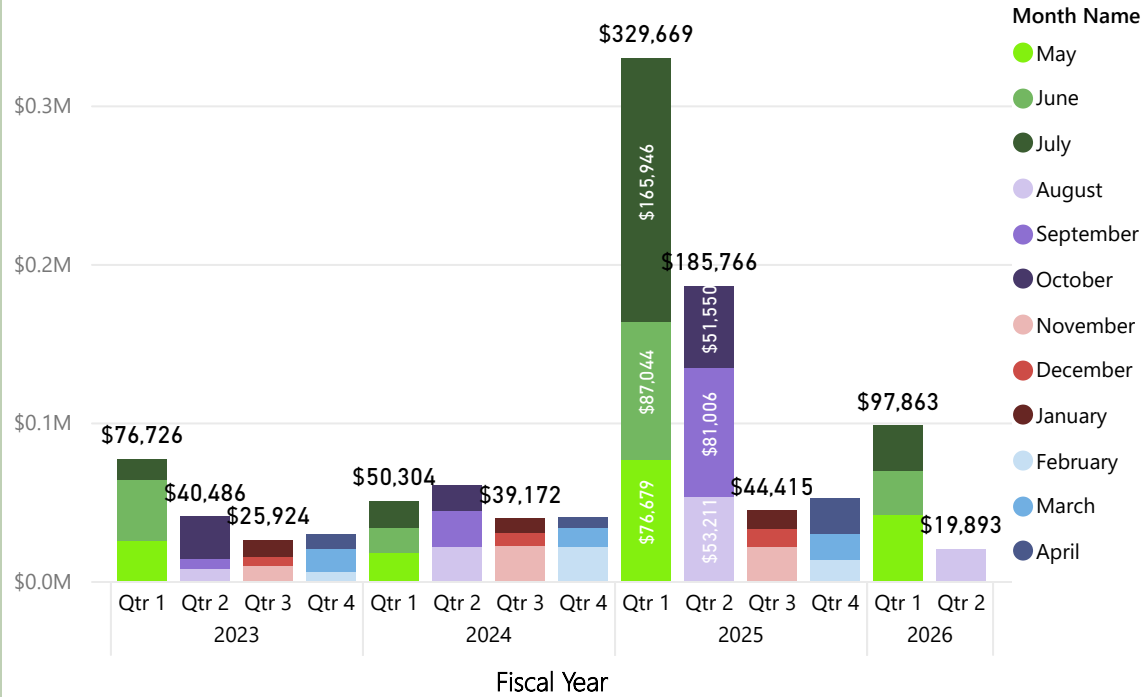


Income Tax Receipts by Month

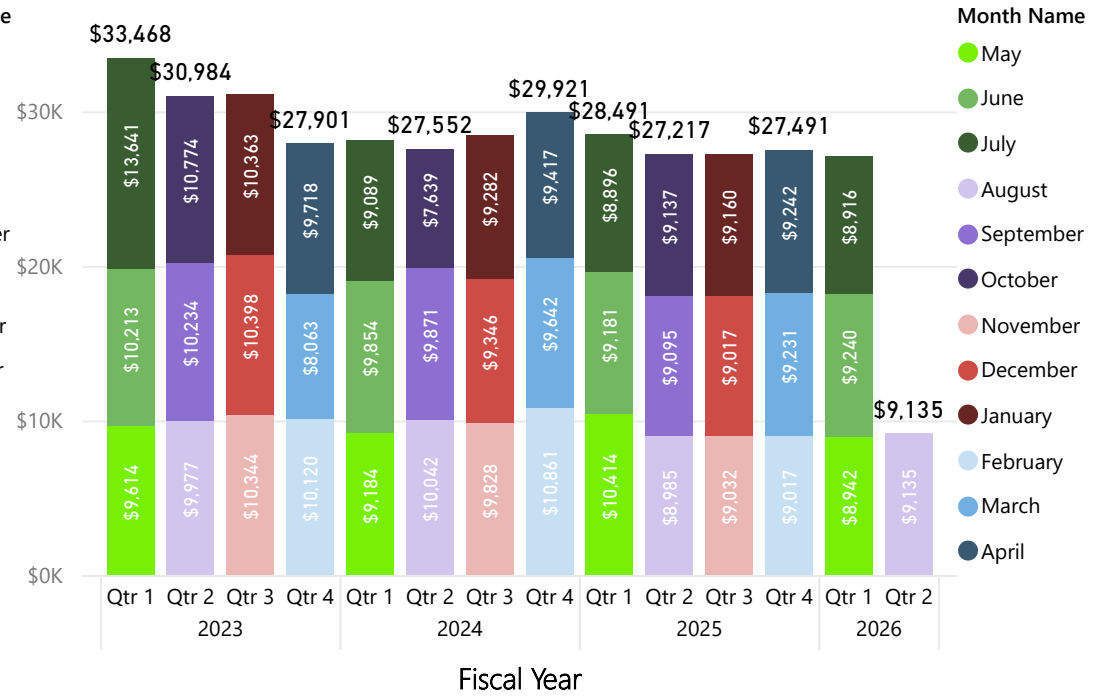


General Fund
Individual Revenue Sources

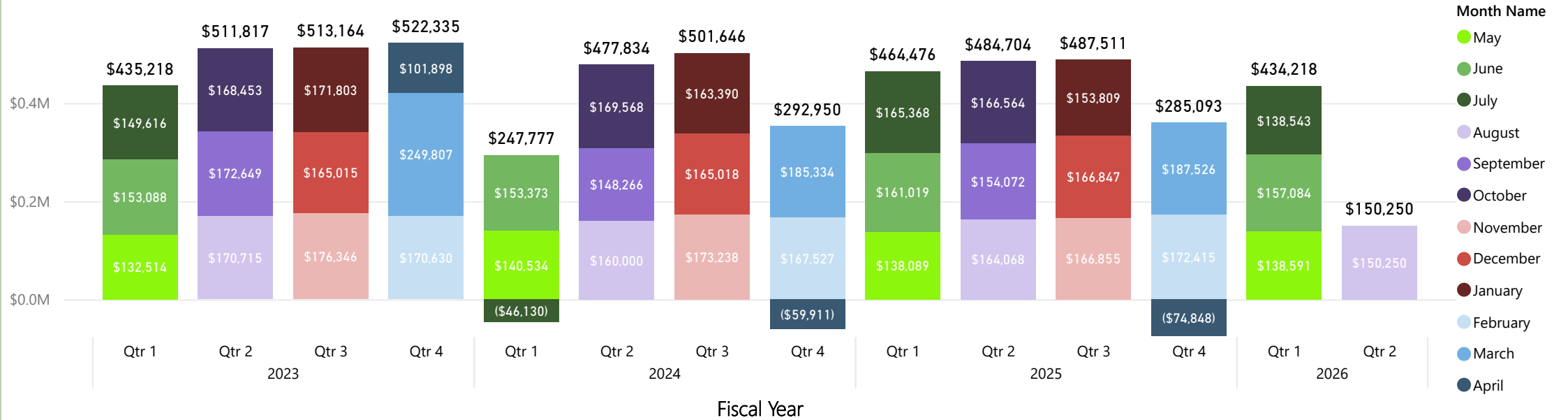
Building Permits Receipts by Month



Simplified Municipal Tax Receipts by Month

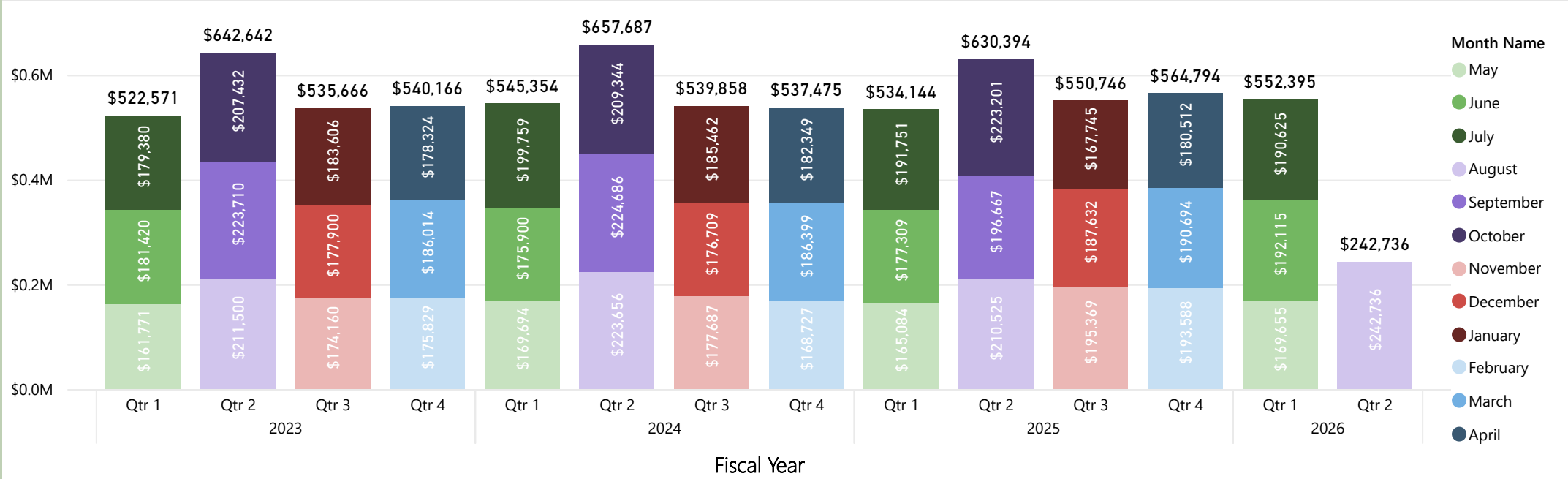


Sales Tax Receipts by Month

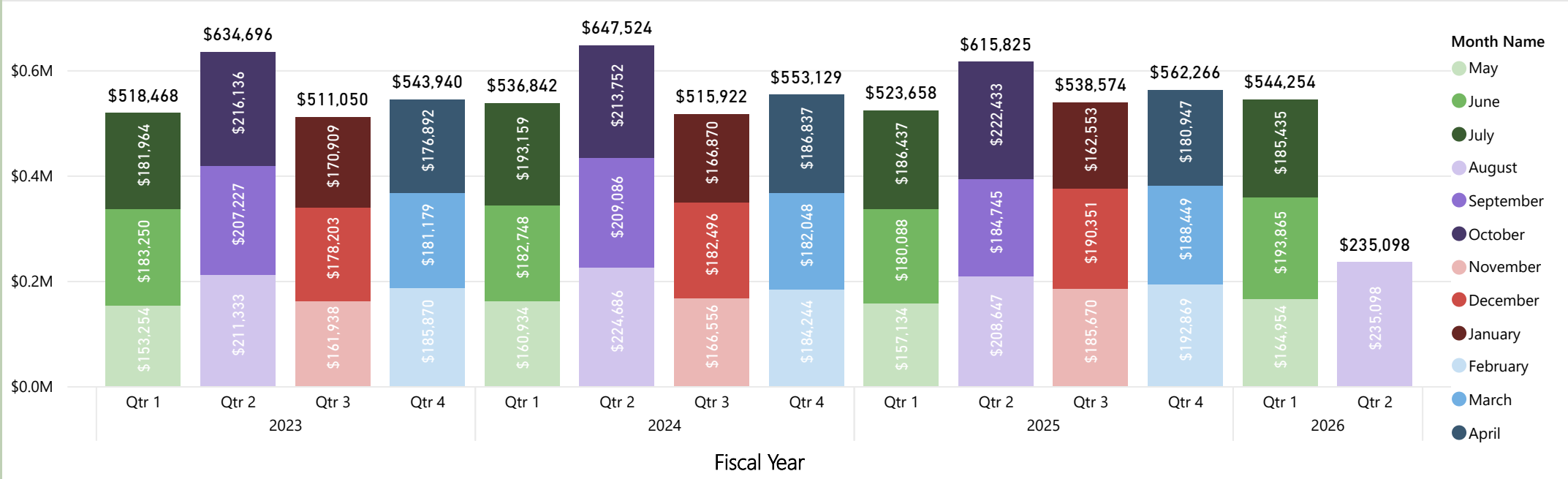


Water/ Sewer Revenues by Month

Water Usage Revenues by Month



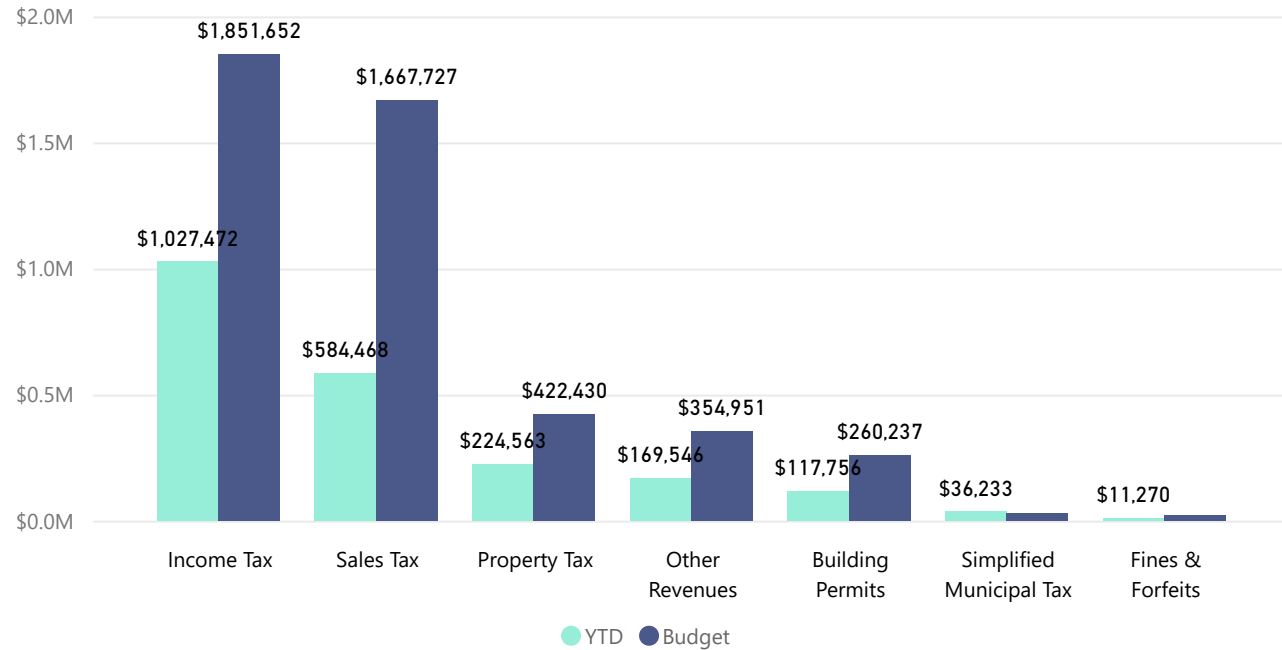
Sewer Usage Revenue by Month



General Fund Historical Revenues

FY	Month Name	Property Tax	Sales Tax	Income Tax	Fines & Forfeits	Building Permits	Simplified Municipal Tax	Other Revenues
2026	May	\$31,000	\$138,591	\$452,580	\$1,885	\$41,800	\$8,942	\$37,447
2026	June	\$230,197	\$157,084	\$158,453	\$2,572	\$27,655	\$9,240	\$32,397
2026	July	\$6,173	\$138,543	\$264,321	\$3,240	\$28,408	\$8,916	\$33,538
2026	August	(\$42,808)	\$150,250	\$152,118	\$3,573	\$19,893	\$9,135	\$66,163

Actual Fiscal Year 26 Revenue Compared to Budget

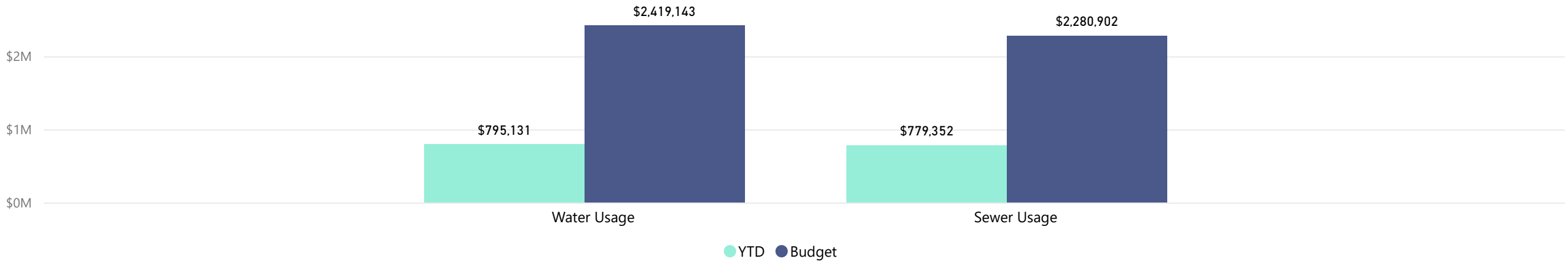


Revenues	YTD	Budget	% of Budget
Building Permits	\$117,756	\$260,237	45.25 %
Fines & Forfeits	\$11,270	\$21,862	51.55 %
Income Tax	\$1,027,472	\$1,851,652	55.49 %
Other Revenues	\$169,546	\$354,951	47.77 %
Property Tax	\$224,563	\$422,430	53.16 %
Sales Tax	\$584,468	\$1,667,727	35.05 %
Simplified Municipal Tax	\$36,233	\$30,304	119.56 %

Water/ Sewer fund Historical Revenues

FY	Month Name	Water Usage	Sewer Usage
2026	May	\$169,655	\$164,954
2026	June	\$192,115	\$193,865
2026	July	\$190,625	\$185,435
2026	August	\$242,736	\$235,098

Actual Fiscal Year 26 Revenue Compared to Budget



Revenues	YTD	Budget	% of Budget
Sewer Usage	\$779,352	\$2,280,902	34 %
Water Usage	\$795,131	\$2,419,143	33 %



2024-2025

ANNUAL REPORT



OVERVIEW

Dear Community Members,

We are pleased to present the Annual Report for Fiscal Year 2024-2025, detailing the significant accomplishments and project updates throughout the fiscal year from May 1, 2024, to April 30, 2025.

This year, we have made substantial progress in providing services and implementing projects designed to enhance our community. As you navigate through this report, we are delighted to share the significant milestones we have achieved in both operations and financial performance. These efforts reflect our unwavering commitment to working together to build a stronger Lindenhurst.

The accomplishments highlighted in this report are the result of collective effort and a shared vision toward achieving the goals identified in our new strategic plan. This plan has guided our initiatives, ensuring that we remain focused on sustainable growth, community well-being, and long-term resilience.

We invite you to review the full Annual Report for a comprehensive overview of these achievements and more. Your ongoing support and engagement are vital to our success, and we thank you for your dedication to making Lindenhurst a wonderful place to live, work, and thrive.



VISION



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.



MISSION

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

VALUES



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 our 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.

ADMINISTRATION General

HIGHLIGHTS

- Updated Village Strategic Priority dashboard to align with the updated strategic plan and operational goals.
- Hosted the Village's third-annual Food Truck Extravaganza Event at Village Hall with eight different food trucks.
- Completed the 2024 Lindenhurst Citizens Academy, an 8 week program where seven residents learned about the daily operations of the Village.
- Launched the Renew & Recycle Room, a dedicated sustainability space located inside Village Hall, which offers residents a wide range of green initiatives.
- Hosted student government day with students from Lakes Community High School.
- Joined the third cohort of the EV Readiness program to reduce barriers and promote policies that are electric vehicle friendly.
- Participated in the 3rd annual Martin Luther King Jr. Day of Service at Feed My Starving Children.
- Awarded the first-ever commercial waste hauling contract to Groot Industries.
- Approved a Right-of-Way (ROW) agreement with i3 fiber to the home.



Village Hall Administration Staff City Hall Selfie Day



Village staff participated in two ERIN Program clean ups

Communications by the Numbers



Follower Growth

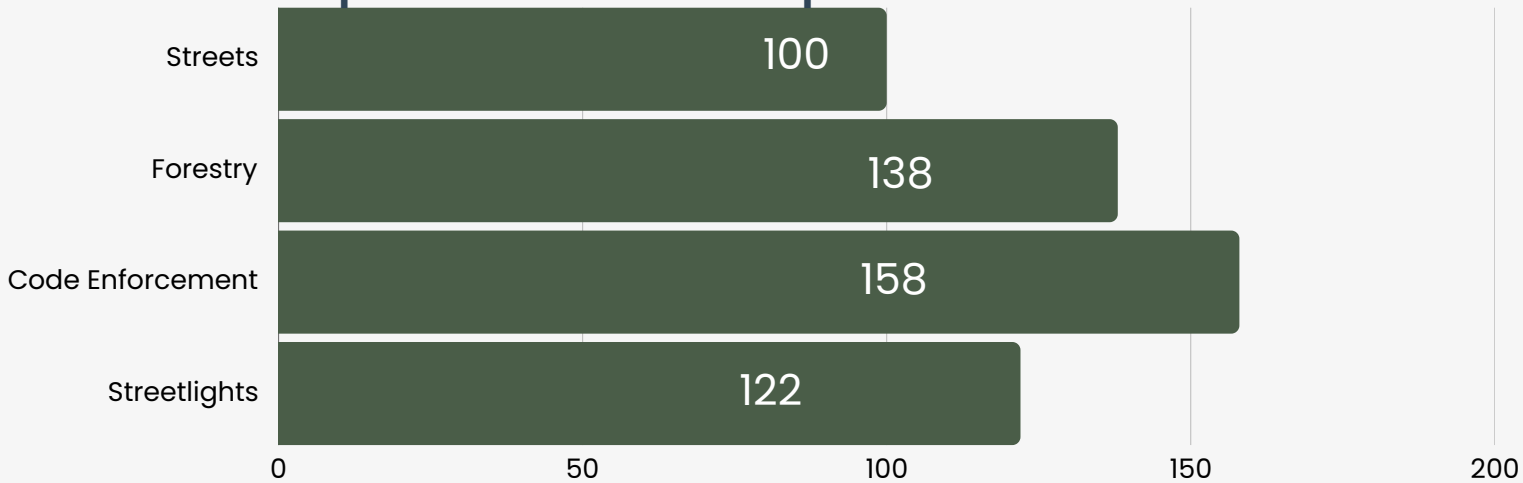


ADMINISTRATION General

HIGHLIGHTS

Strategic Priority Dashboard Recap

Top 5 Submitted Service Requests



742 Total Service Requests **+261** from FY24

FY24-25 Snow Season Recap



17
Total
Snow Events

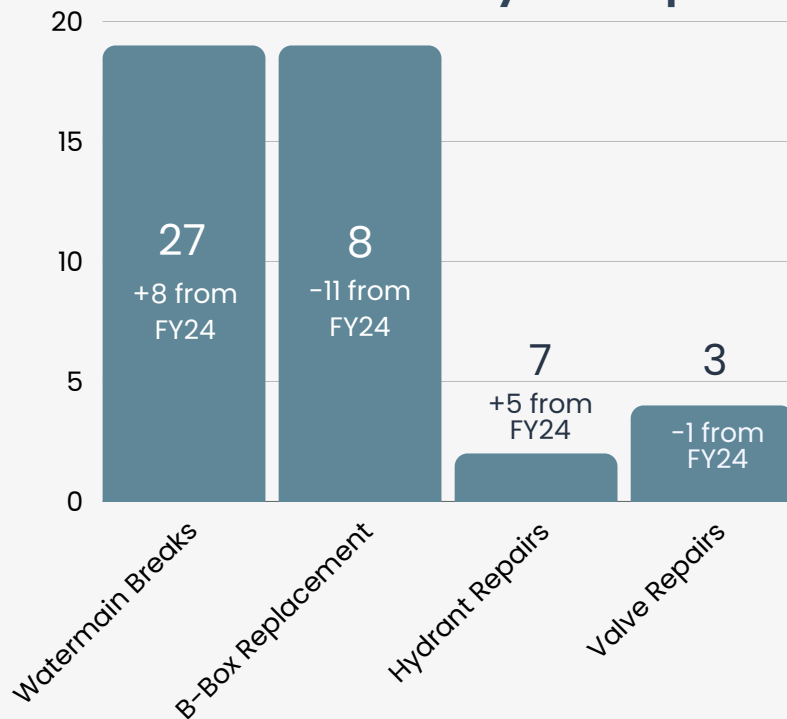
693

Total Tons
of Salt Used

5,031

Total Gallons
of Liquid Used

Water Distribution System Repairs



ADMINISTRATION

Economic Development

HIGHLIGHTS

Economic Incentives

- Provided LEAP (Lindenhurst Economic Assistance Program) grants to three businesses– Brainstorm, Dunkin', Play Tyme Gym, signifying a reinvestment in Lindenhurst businesses in the amount of \$103,000.
- Entered into a sales tax rebate agreement with Ace Hardware.

Development & Zoning

- Welcomed new businesses to Lindenhurst– The Links on Grand, Sammie's, Tikka Taproom, Three Legged Coffee Brewing, Salon Luxe, Villari's Karate, Subway, Three Brothers Hot Chicken, Damashkey Cuisine.
- New businesses including Hitz the Spot and Lucia's Taqueria began renovations at their storefronts.
- Briargate, an age restricted community, began its 3rd and final phase. 72 of 73 lots in Phase 1 are permitted and built. 48 of 88 in Phase 2 are permitted and built.
- Construction began on Lennar's Heritage Park development.
- Village staff worked with our building inspectors and Lake Villa Fire Protection District to adopt updated building codes in accordance with state law.



Welcome New Businesses



Tikka Taproom



Three Legged Brewing



The Links

ADMINISTRATION

Economic Development



HIGHLIGHTS



Development & Zoning (Cont.)

- Began the Grand Avenue Streetscape Plan. The Village Secured Teska to assist in a plan to transform and update the Grand Avenue corridor. This project required the coordination of our planning consultants and other stakeholders including business owners, other taxing bodies, residents, and staff. After working through initial concepts, two open houses were scheduled and advertised for public feedback. The final plan should be in hand before fiscal year-end.

Outreach

- Held the first-ever Village Restaurant Week with nine restaurants and bars in participation.
- Signed a contract with WGN for a "Your Hometown Series" in Fall 2025. The package includes interviews and advertisements to promote the community.

New Addition to the Team

In March, the Village welcomed Emily Shaw as the new Economic Development Coordinator.

In this role, Emily serves as a source for businesses to learn about village incentives, site selection assistance, learn about other county and state resources, and so much more.



ADMINISTRATION

HIGHLIGHTS

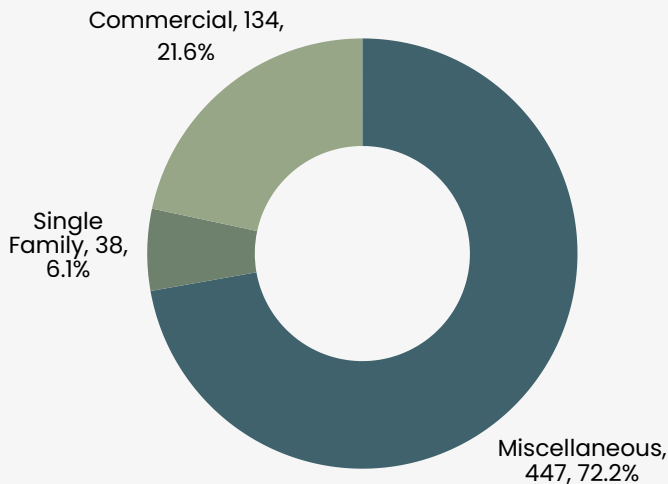
Human Resources

- Conducted recruitment and hiring of a new Chief of Police.
- Finalized Collective Bargaining Agreement with Local 150 and the Village's Public Works Department.
- Updated the Village's pay scale in response to survey data collected on our peer communities.

Building & Engineering by the Numbers

- The Village received \$533,625 in permitting revenue in 2024-2025. Of the \$533,625, \$113,586 were single family home permits.
- As indicated in the single family homes in the graph, Briargate construction continued this year with 34 new homes built throughout the year.
- Additionally, FY25 marked the start of building the townhomes in Heritage Park. There were 100 units built, totaling in over \$294,455 in revenue

Permit Breakdown by Type



Heritage Park Development



Budget & Finance

- Both the General Fund and the Water/Sewer Fund finished the fiscal year with positive balances.
- All Village funds maintained fund balances in accordance with fiscal policy.
- Raised the rates for water/sewer and garbage rates, reflecting average annual increases of 1.43% and 1.57%, respectively, since 2020.

ADMINISTRATION

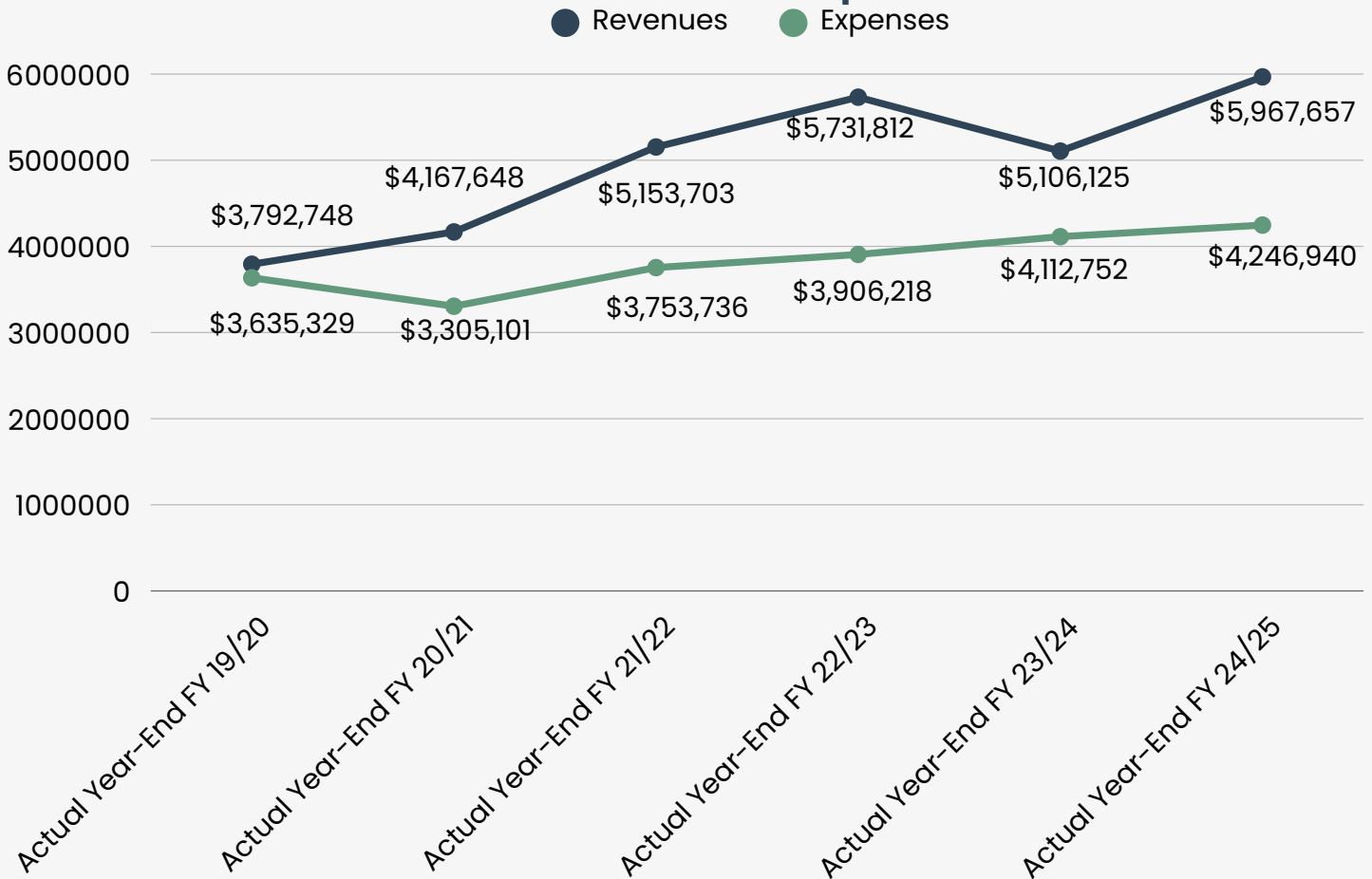
Fiscal Year 2024-2025 Budget Wrap-Up

HIGHLIGHTS

General Fund Revenue & Expenses

The General Fund had another successful year, ending with revenues surpassing expenditures by \$1,720,716.33. Compared to the FY25 budget, year-end revenues exceeded expectations, particularly in real estate tax, income tax, simplified municipal tax, and other sources of revenue.

General Fund Revenues & Expenditures



\$4,246,940

General Fund- Expenses
Actual Year End
Fiscal Year 2024-2025

\$5,967,657

General Fund- Revenues
Actual Year End
Fiscal Year 2024-2025

ADMINISTRATION

Fiscal Year 2024-2025 Budget Wrap-Up

HIGHLIGHTS

General Fund Revenue & Expenses

General Fund Revenues

Fund	Proposed Budget FY 25/26	Actual Year-End FY 24/25	Change From FY 24/25	FY 24/25 Budget	Actual FY 24/25 Year-End Variance From Budget
Real Estate Tax	\$387,430	\$421,796	(\$34,366)	\$415,069	\$6,727
Simplified Municipal Tax	\$30,304	\$110,408	(\$80,104)	\$63,856	\$46,552
Building Permits	\$260,237	\$590,000	\$70,689	\$277,276	(\$1,762)
Income Tax*	\$1,851,652	\$2,132,056	(\$280,404)	\$1,769,773	\$403,384
Sales Tax*	\$1,667,727	\$1,609,106	\$58,621	\$1,604,108	\$4,998
Other Revenue	\$471,313	\$802,556	(\$325,473)	\$476,883	\$325,673
Total General Fund	\$4,668,663	\$5,665,922	(\$591,037)	\$4,606,965	\$785,572

*Per Village Fiscal Policy, 10% of sales and income taxes are diverted to Community Capital annually. This revenue figure is before transfers.

General Fund Expenses

Fund	Proposed Budget FY 25/26	Actual Year- End FY 24/25	Change From FY 24/25	FY 24/25 Budget	Actual FY 24/25 Year-End Variance From Budget
Administration	\$505,013	\$435,610	\$69,403	\$433,794	\$1,816
Engineering & Bldg	\$182,982	\$154,770	\$28,212	\$154,777	(\$7)
Building & Grounds	\$39,119	\$30,323	\$8,796	\$50,488	(\$20,165)
Police	\$2,793,003	\$2,567,276	\$225,757	\$2,802,598	(\$235,322)
Streets	\$1,168,569	\$1,071,208	\$97,361	\$1,183,697	(\$112,489)
Total General Fund	\$4,688,686	\$4,259,187	\$429,529	\$4,625,354	(\$366,167)

ADMINISTRATION

Fiscal Year 2024-2025 Budget Wrap-Up

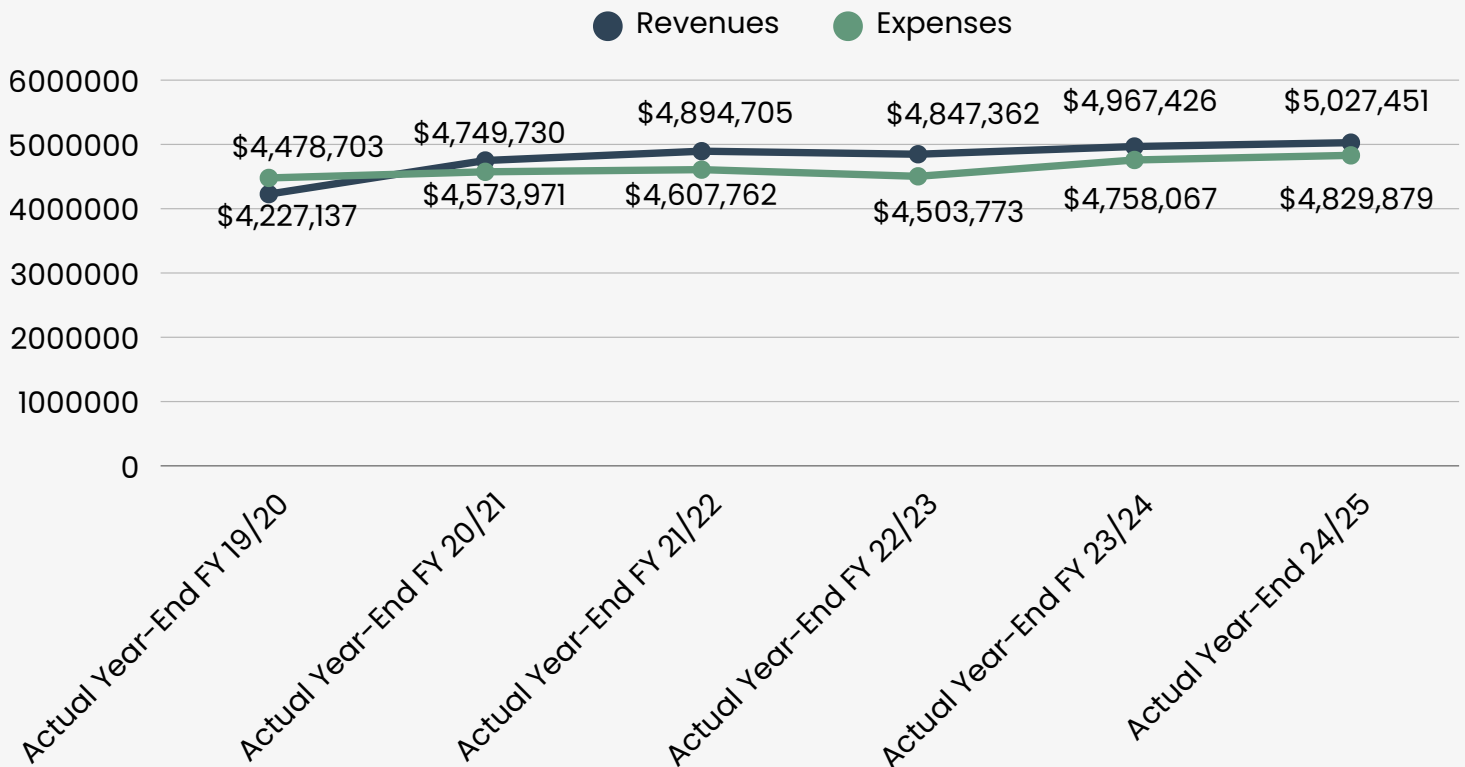
HIGHLIGHTS



Water/Sewer Fund Revenue & Expenses

Compared to the FY24 budget, the year-end revenues for the Water/Sewer Fund exceeded budget estimates by \$57,539. Water and Sewer revenues are budgeted based on a three-year average of historical water pumping. This year experienced higher water usage than previous years, which increased water and sewer usage revenue.

Water/Sewer Fund Revenues & Expenditures



\$4,829,879

Water/Sewer Fund- Expenses
Actual Year End
Fiscal Year 2024-2025

\$5,027,451

Water/Sewer Fund- Revenues
Actual Year End
Fiscal Year 2024-2025

FY25 Water Usage

\$2,280,078

FY25 Sewer Usage

\$2,240,323

ADMINISTRATION

Fiscal Year 2024-2025 Budget Wrap-Up

HIGHLIGHTS

Water/Sewer Fund Revenue & Expenses

Water/Sewer Fund Revenues

Fund	Proposed Budget FY 25/26	Actual Year-End FY 24/25	Change From FY 24/25	FY 24/25 Budget	Actual FY 24/25 Year-End Variance From Budget
Sewer Usage	\$2,312,630	\$2,240,323	\$85,621	\$2,227,009	\$13,314
Water Usage	\$2,419,143	\$2,280,078	\$101,236	\$2,317,907	(\$37,549)
Sewer Penalty	\$31,728	\$24,378	\$314	\$31,414	(\$7,036)
Water Penalty	\$30,317	\$23,511	\$300	\$30,017	(\$6,506)
Interest	\$60,000	\$91,280	\$29,983	\$45,000	\$46,280
Capital Fees	\$272,268	\$276,673	\$10,368	\$261,900	\$14,773
Other Revenue	\$25,176	\$91,205	(\$3,846)	\$29,022	\$62,183
Totals Water & Sewer	\$5,151,262	\$5,027,488	\$223,976	\$4,942,269	\$85,459

Water/Sewer Fund Expenses

Fund	Proposed Budget FY 25/26	Actual Year-End FY 24/25	Change From FY 24/25	FY 24/25 Budget	Actual Year-End Variance From Budget
Waterworks Admin*	\$2,362,221	\$2,177,380	\$24,826	\$2,337,395	(\$160,015)
Sewer	\$958,278	\$909,374	\$64,042	\$894,236	\$15,138
Water	\$1,791,203	\$1,743,125	\$97,454	\$1,693,749	\$49,376
Totals Water & Sewer	\$5,111,702	\$4,829,879	\$186,322	\$4,925,380	(\$95,501)

*Includes debt service expenses.

ADMINISTRATION

Fiscal Year 2024-2025 Budget Wrap-Up

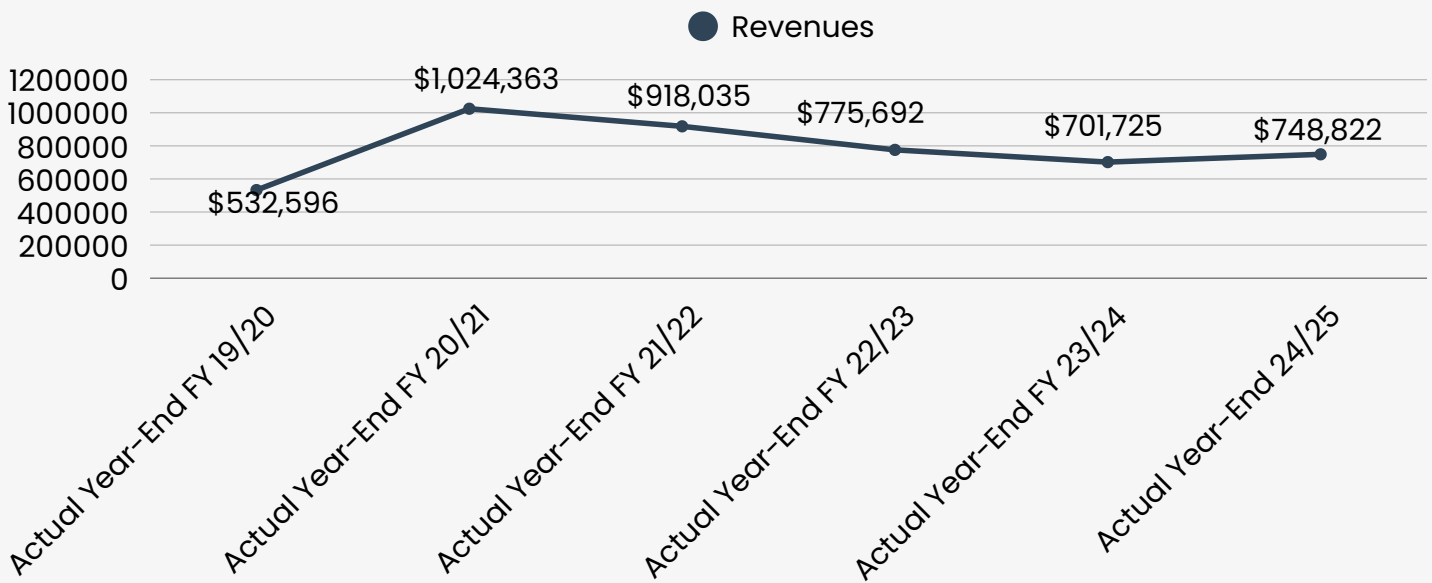
HIGHLIGHTS



Motor Fuel Tax (MFT) Fund Revenues

The MFT Fund receives revenue from the state distributed motor fuel tax. These funds are restricted by state statute to roadway and right-of-way maintenance.

MFT Fund Revenues



MFT Fund Revenues

Fund	Proposed Budget FY 25/26	Actual Year-End FY 24/25	Change From Previous Year	FY 24/25 Budget	Actual FY 24/25 Year-End Variance From Budget
MFT Collections	\$655,972	\$650,876	\$27,870	\$628,102	\$22,774
Earned Interest	\$21,888	\$97,946	\$10,717	\$11,171	\$86,775



POLICE DEPARTMENT

HIGHLIGHTS

Training

- Personnel received approximately 1000 hours of training consisting of leadership, mandated, law and safety training.
- Enhanced the Department's comprehensive firearms training program with advanced training consisting of firearm qualifications, night shoots, advanced pistol, and rifle training.

Operations

- Purchased a new state of the art drone that gives the ability to enhance public safety, identify and prevent crime, and utilize the information obtained from these tools to solve crime.
- Entered into an agreement with Flock Safety to install 5 license plate reader cameras to help identify wanted suspect vehicles and reduce the number of crimes such as: stolen autos, package thefts, vandalism, burglaries, etc.
- Received a Body Worn Camera grant in the amount of \$23,942 from the U.S. Department of Justice.

Community Engagement

- Officers continued to proactively engage community members and attended a variety of community programs including Juneteenth, Cop on a Rooftop, Shop with a Cop, Trunk or Treat amongst others.
- The ERIN program continued to assist elderly residents with spring cleanups, lawn maintenance, and a variety of other projects.

Personnel

- Shawn White transitioned from part-time to full-time, increasing the number of full-time sworn officers to 15.
- James Siefken and William Splitt were promoted to Sergeant.
- Michael Goers was hired as a part-time police officer.
- With the retirement of Chief Thomas Jones, Eric Senica was appointed Acting Chief of Police who served in that role until Melinda Linas was appointed to Chief of Police.

Snapshots During the Year



Annual Shop with a Cop at Target.



Swearing-in of Chief Melinda Linas



Police Officers Shawn White, Katie Kaminsky, and Shane Siddens engaging with our community



POLICE DEPARTMENT

HIGHLIGHTS

Statistics

Community Policing and Crime Reduction

Over FY 25, the Lindenhurst Police Department focused on high visibility patrols, premise checks, and overall crime reduction efforts.

Burglary- Residential/Business



2 total
-33% from FY 24

Burglary- Auto



14 total
+50% from FY 24

Thefts



17 total
-34% from FY 24

Criminal Damage Incidents



15 total
0% from FY 24

Traffic Safety



Conducted 1,949 Traffic Stops

+2% from FY 24. FY 24 had 1,917 traffic stops



Issued 940 Traffic Citations & 1,647 Warnings

+3% from FY 24



115 Total Accidents

+6% from FY 24

Traffic Arrests



31 DUI Arrests

+63% from FY 24. FY 24 had 19 DUI arrests



100 Other Traffic Arrests

+1% from FY 24. FY 24 had 99 other traffic arrests



PUBLIC WORKS

HIGHLIGHTS

Roads

- Completed 1.27 miles of full-depth reconstruction and 1.29 miles of mill and overlay for a total of 2.56 miles of road resurfacing of village streets. This work included:
 - 1,370 lineal feet of sidewalk replacement
 - 3,225 lineal feet of curb and gutter replacement
 - 58 reconstructed stormwater catch basins
- Assisted with Lakeshore Drive project as needed with line locating utilities and placement of storm water structures.
- Replaced 450 feet of curb and gutter and 325 lineal feet of sidewalk.
- Activated Snow & Ice operations for 17 events and continued reduced salt usage with 720 tons of salt for the season.

Water Distribution

- Began year 1 of 4 commercial water meter replacement program.
- Televised column pipes for the Highpoint and YMCA road pump houses.
- Replaced the column pipe and down sized for better water production at the Highpoint Well House.
- Replaced the roof on Highpoint Well House.
- Installed 103 water meters in newly constructed homes with 19 in Briargate and 84 in Heritage Park.
- Upgraded or replaced existing water meters to the R900 data log meters in 56 residential homes.
- Worked with contractor to separate water usage in 18 commercial accounts in the Linden Plaza.

Infrastructure Improvements by the Numbers



Completed Resurfacing & Mill and Overlay on 2.56 miles of Village Streets



Verified 4,786 water service lines as part of the IEPA's Lead Service Line Inventory



Installed 103 water meters in new construction at Briargate & Heritage Park

PUBLIC WORKS

HIGHLIGHTS

Water Distribution (Cont.)

- Made the following water infrastructure improvements:
 - Repaired or replaced 13 buffalo boxes for the water service line
 - Repaired 5 fire hydrants
 - Repaired 23 various water main breaks
 - Replaced 2 in-line water valve
- Completed Falling Waters Blvd. motorized gate/controller for Tower 2.

Stormwater

- Replaced the culverts to improve drainage at 110 Timber Lane, 171 Rosetree Lane, and ran under drain from the backyard to front of property at 151 Magnolia Lane.
- Cleared empty lot at 2108 Fairfield Road in preparation of a new storm pipe to empty ponding water.
- Assisted residents with storm water issues at 2322 S.E. Thornwood Drive, 101 Timber Lane, 2013 Burr Oak Lane, 2412 Deerpath Drive, and 2414 Deerpath Drive.
- Performed ditching along the shoulder for drainage at 505 Deerpath Drive, 63 Hickory Court, 211 Countryside Lane, and 2307 Countryside Lane.
- Received a grant from the Lake County Stormwater Management Commission to repair the Rose Tree Outfall

Wastewater

- Installed 1,600 lineal feet of fiber optics at the WWTF from the Operations Building to the Influent Station. This work gives us real time information.
- Replaced the primary logics at the WWTF in the Blower Building, Influent Station, and RAS/WAS Building.

Infrastructure Improvements by the Numbers



**Installed 1,600
lineal feet of
fiber optics at
the WWTF**



**Completed
SCADA
integration &
upgrades at 5
pump stations**



**60 trees planted
& maintained**



**Awarded Tree
City USA for the
27th year**

PUBLIC WORKS

HIGHLIGHTS

Wastewater (Cont.)

- Replaced the pump at Crosswind pump station.
- Completed the upgrades at 5 pump stations that included SCADA integration and reporting on Emerald Lane (x2), Valley Drive, Rolling Ridge Lane, and Hickory Court.
- Replaced the roofs at the WWTF on the Influent Station, RAS/WAS Building, Blower Building, Filter Building, and spot patching of the Operations Building.
- Repaired the front gate to the WWTF.

Trees

- Received Tree City USA Award for the 27th year.
- Received a grant through the Lake County Tree Planting Program, which allowed the Village to plant over 30 trees at Heron Marsh Trail.
- Responded to 138 questions about parkway trees and private trees.

Personnel

- Hired Klayton Miller full-time as a laborer.
- Rafal Palka completed 25 years of service.
- Phil Gaughran obtained his Collections certification through the IEPA.

Team Building & Community Engagement

- Completed 4th annual Village wide Santa Parade in collaboration with the Park District.
- Coordinated employee wide Kenosha Kingfish baseball outing.
- Participated in Touch-A-Truck with Lindenhurst Park District, St. Marks, Spectrum Day Care, and Lakes High School





MEMORANDUM

DATE: September 5, 2025

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for September 8, 2025**

New Business

A. Ordinance 25-8-2327: Amending Section 111.20 of the Village Code Regarding to Increase the Number of Class A-V Liquor Licenses by One – Tikka Taproom

Recently, Tikka Taproom was sold to Jaineel Chavda the new owner of Chance's. To facilitate the sale and operation of the restaurant, Mr. Chavda has applied for a new liquor license for Tikka, with himself as the owner. The old owners of the restaurant have surrendered their license in order for Mr. Chavda to have his own. The issuance of the A-V license will not increase the total amount of licenses.

B. Discussion and Direction: Sales Tax Rebate Agreement with Zeigler Nissan

In May 2016, the Village Board approved an economic incentive agreement with Zeigler Nissan Gurnee, LLC which was crafted to assist Zeigler Nissan's move from unincorporated Lake County (Gurnee) into Lindenhurst. The relocation of Zeigler was an impactful and complex project for the Village. The project consisted of parcel assemblage, annexation, coordination with IDOT, and crafting an economic development package that would lower barriers to entry for the business to locate within our community.

There were three primary components of the Village's economic incentive package, two of which centered around the generation of new sales taxes by the car dealership. First, the Village received 100% of the first \$287,205 received from sales at the dealership. Those funds were then held by the Village for the first five years of the agreement. If the dealership remained open and operational after five years, the \$287,205 was removed from our escrow and returned to the dealership. As you might notice, \$287,205 is a very specific figure. This was the amount calculated to be Zeigler's connection fees for water and sewer services. Rather than completely absolve Zeigler of the payment, it was built into the incentive agreement as a rebate.

Next, after the first \$287,205 was collected, the agreement allowed for the Village to share receipted sales taxes 50/50 with the dealership. That 50/50 sales tax sharing was to continue for a period of 15 years from the date of this initial rebate. There is a provision for the sales tax sharing to move to a 65% Zeigler/35% Village split if the dealership sold over



\$50M in gross receipts in a given year. That is a threshold that has not been reached in Zeigler's time in the Village.

Finally, the Village provided \$125,000 once Zeigler opened on top of the sales tax sharing components as an "Economic Incentive Payment."

Structure of the agreement aside, the agreement helped bring a noteworthy brand name in car sales and service to the Village, and upon its relocation to Lindenhurst, Zeigler became the largest sales tax generator in the community. Since opening, Zeigler has raised approximately \$2.1M in sales taxes. From a strategic sense, Village leaders saw the movement of Zeigler to the east side of the community as a banner moment for the community – one that would hopefully lead to more interest in the area in and around the intersection of Grand Avenue and US 45.

The economic incentive agreement includes protections for the Village if Zeigler ever sold, shutdown, or otherwise did not fulfill the obligations of the agreement. The primary concern being the recourse necessary if Zeigler ever closed or sold. To that end, the Village included the following language should Zeigler sold or assigned their rights to the agreement to another entity without our consent. As Section 15 of the agreement states:

*B. **Prohibited Assignments.** It is the express intent of the parties hereto that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Taxpayer. Accordingly, notwithstanding any provision of this Agreement, in the event that Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interests in the Property, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, shall, at the option of the Village, become null and void and be of no force or effect.*

The above language is meant to ensure that the Village is aware and consents to the transfer of the obligations and benefits of the agreement to a new entity and reserves our rights to terminate the agreement if we believe that such a transfer is not in the Village's interest.

In the Spring, there were signs that Zeigler may be considering a sale of the dealership. The Village was asked to certify zoning compliance for the operation of a dealership, a common request in the sale of dealerships. No further information was forthcoming about the sale of the dealership, until the Village received a business application in April provided by Journey Nissan and not Zeigler. I reached out on April 28th introducing myself to the new point of contact with Journey, but also informing them of the existence of the economic incentive



agreement. The email explained that this transfer of ownership could be in violation of said agreement. Since that time, I have had conversations with the new ownership and coordinated an in-person meeting between the ownership, myself, and the Mayor.

In those conversations, Mr. Jason Prado, owner of Journey Nissan has indicated that they intend to improve sales of the dealership, focus on service, make improvements to the dealership interior, and become more involved in the community. We have noted some of the increased involvement in the community as Journey has joined the LLR Chamber and been named as a sponsor of their upcoming Chamberfest. There were no real discussions about expansion of the dealership or the purchase of land for a second dealership.

What is not in question is the fact that Zeigler's sale of the dealership is in clear violation of the terms of the economic incentive agreement. This transaction occurred without any type of consent of the Village. What is in question is how the Village wishes to address this matter. Our Village Attorney's opinion is that we are within our rights to determine the fate of this agreement. With that in mind, I wanted to prepare some options for the Village Board's consideration as to how to approach the future of this agreement. These are simply some options and are not exhaustive. These options can be modified in a myriad of ways; they are meant as the basis of a greater discussion.

1. Status Quo Option – Retain the Agreement As-Is

Journey's ownership has indicated that they were not aware of the existence of our incentive agreement with Zeigler as it was not disclosed at the time of sale or noted within Zeigler's financial documents. There are approximately 6 years remaining on the incentive agreement which, if sales continue at roughly the same pace, would mean there is about \$780,000 in incentives remaining. (Average sales tax rebate are around \$130,000 annually). It could be argued that the spirit of the agreement has not been violated – a dealership agreed to move and open within Lindenhurst, and a dealership is still operational today with no closure as the dealership transferred from one owner to another.

2. FY 2026 Budget Option – Modify the Agreement to a Single Year's Payment

The Village has already budgeted for the payment to be made to the dealership in Fiscal Year 2026. It would not be a change to our budgeted expenses to make this payment again in March/April as we have traditionally done. This action could be viewed similar to a LEAP agreement in which we are assisting with a new business' opening within our Village.

3. Recapture Option – Modify the Agreement to Clawback Specific Amounts Beyond the 50/50 Sales Tax Sharing



As previously stated, there are two specific figures called out in the terms of the economic incentive agreement - \$287,205 for connection fees and \$125,000 as an incentive payment. In total, it could be argued that the Village has come “out of pocket” for a total of \$412,205 in this deal. The Village could seek to “clawback” an amount close to this amount by reducing the length of the agreement or the proportion of the sales tax revenue sharing.

Using the pace of sales calculation mentioned in Option 1, if there is about \$780,000 in value remaining in the agreement for the recipient of the incentive, \$412,205 is just about 50% of that amount. Therefore, the Village Board could look to reduce the remaining incentive by half. That could be achieved in one of two ways: 1) change the cost sharing percentages to 75% Village/25% Dealership or 2) reduce the remaining amount of time on the agreement to 3 years but leave the revenue sharing proportions the same as they are today.

4. Terminate the Agreement in Full

Verbiage within the incentive agreement clearly states that the “rights and privileges granted herein, shall at the option of the Village, become null and void and be of no force or effect.” The Village has the right to terminate the agreement in full. This is the starkest of the provided options, but can be defended since the agreement is with Zeigler Nissan Gurnee, LLC for their benefit. The Village worked closely with their company and their brand coming to our community was notable for our community’s economic development efforts.

Options #1-3 would require approval of some type of consent of transfer document which can assign the rights of the original agreement to the new dealer – Journey Nissan and amend its terms to the preference of the Village Board. If the Village Board decided to choose an option less than terminating the full agreement, I would recommend that a new agreement would require the recipient to convert all marketing materials indicating that the dealership is located within Lindenhurst and not Gurnee as was the practice of Zeigler.

A letter was drafted by our Village Attorney and notified both Zeigler and Journey Nissan that they may be in violation of the terms of our incentive agreement. That letter, dated July 28, informed each party that the Village Board will consider the future of the rebate agreement at the regular meeting of September 8th. It is possible that representatives of one, or both companies, may be present at that meeting, but not confirmed if anyone will be in attendance.

On Monday, staff is seeking direction from the Village Board on how to proceed with the incentive agreement and what modifications, if any, should be included in a transfer of obligations document.



C. Resolution 25-8-2325R: In Support of the Illinois America 250 Commemoration

To be officially designated as a partner organization recognizing the 250th anniversary of the founding of the United States, the Village must pass a resolution formally announcing our commitment. The commitment comes at no cost, but allows the Village to be recognized on the Illinois 250 website (<https://www.il250.org/250-community>) and gives us a way to collaborate and/or coordinate with other municipalities and organizations regarding their own celebrations.

This is one of the first actions of our volunteer and staff America 250 Committee. They will continue to meet monthly to develop and plan for events throughout the year, culminating in July 2026.



September 8, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: A. Amending Section 111.20 of the Village Code to Increase the Number of Class A-V Licenses by One – Tikka Taproom

Alignment with Strategic Plan:

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

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: Move to approve the increase of Class A-V liquor licenses by one for the new ownership of Tikka Taproom.

Voting Record:

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

ORDINANCE NO. 25-9-2327

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: September 8, 2025

ORDINANCE NO. 25-9-2327

**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
A	2
<u>A-V</u>	<u>7</u>
AA	0
AA-V	1
B	8
BYOB	0
C	0
C-V	0
D	0
D-V	0
E	1
E-V	1
E-1	1
F	0
G	1

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

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

Passed and Approved by the President and members of the Board of Trustees of the Village of Lindenhurst, Illinois, this 8th day of September, 2025.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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



Image# 055208390018 Type: AGR
Recorded: 06/24/2016 at 11:51:18 AM
Receipt#: 2016-00037175
Page 1 of 18
Fees: \$53.00
IL Rental Housing Fund: \$0.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder

CERTIFICATE

File **7303713**

I, Vicki VanSlochteren, do hereby certify that I am the Deputy Village Clerk of the Village of Lindenhurst in the County of Lake and State of Illinois, and as such, I am the keeper of the records, ordinances and seal of said Village.

I further certify that the attached and foregoing is a true and exact copy of the Original Document of said Village of Lindenhurst in the County of Lake and State of Illinois entitled: "Amended and Restated Economic Incentive Agreement by and between the Village of Lindenhurst and Zeigler Nissan Gurnee, LLC"

That the said Document was duly adopted on a roll call vote at a regular meeting of the Village Board of the Village of Lindenhurst on the 9th day of May in the year of 2016, and now remains on file in my office.

Witness by hand and seal of said Village of Lindenhurst, Illinois the 21st day of June, 2016.

SEAL



Vicki VanSlochteren
Vicki VanSlochteren, Deputy Village Clerk

+10
18

Prepared by and after
recording return to:

Julie A. Tappendorf
Ancel Glink
140 South Dearborn Street
6th Floor
Chicago, Illinois 60603
312-604-9182

Recorders Use Only

**AMENDED AND RESTATED
ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF LINDENHURST
AND
ZEIGLER NISSAN GURNEE, LLC
DATED AS OF May 9, 2016**

**AMENDED AND RESTATED
ECONOMIC INCENTIVE AGREEMENT**

THIS AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT is made and entered into as of the 9th day of May, 2016, by and between the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation ("**Village**") and **ZEIGLER NISSAN GURNEE, LLC**, a Michigan limited liability company ("**Taxpayer**").

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

SECTION 1. RECITALS.

A. Taxpayer, or an entity related to Taxpayer ("**Related Party**"), is the owner of certain property generally located at 19087 W. Grand Avenue, 19101 W. Grand Avenue, 19071 W. Grand Avenue, 19097 W. Grand Avenue, 19055 W. Grand Avenue, 19061 W. Grand Avenue, 19041 W. Grand Avenue, 35990 North U.S. Hwy 45, 19054 W. Oak Court, 19046 W. Oak Court, and 19050 W. Oak Court in Lindenhurst, Illinois, and legally described in **Exhibit 1** attached to this Agreement ("**Property**").

B. The Property is located in the Village's CB zoning district.

C. The Village and Taxpayer have entered into an Annexation Agreement to provide, among other things, for the use and development of the Property as a car dealership ("**Car Dealership**").

D. The Village desires to have Taxpayer construct and operate the Car Dealership on the Property and in furtherance thereof, the Village has agreed to rebate a portion of the sales tax generated by the Car Dealership as an incentive for Taxpayer's constructing and operating the Car Dealership on the Property thereby effectively reducing Taxpayer's or Related Party's acquisition and development cost and basis of the Property.

E. Pursuant to the authority set forth in Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, on March 9, 2016, the Village and Taxpayer entered into an Economic Incentive Agreement to set forth the terms of the rebate of the sales tax revenues, which agreement was approved by the Village Board of Trustees pursuant to Resolution No. 15-3-1989R, and recorded with the Lake County Recorder of Deeds on April 2, 2015, as Document No. 7182918 ("**Original Agreement**").

F. The Village and Taxpayer now desire to modify the terms of the Original Agreement, and enter into an Amended and Restated Economic Incentive Agreement, which will replace the Original Agreement in its entirety, as set forth herein.

SECTION 2. DEFINITIONS.

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

"Commencement Date": The date established pursuant to Section 3.A of this Agreement.

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

“Effective Date”: The date referenced in the first paragraph of page 1 of this Agreement.

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

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

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

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

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

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

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

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

“Sales Tax Quarter”: The period of time commencing on the Commencement Date and ending on the last day of the calendar quarter, and each of the succeeding calendar quarters thereafter.

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

SECTION 3. COMMENCEMENT OF SALES TAX REBATE OBLIGATIONS.

A. Commencement Date. The “Commencement Date” under this Agreement is hereby declared to be the date on which the Car Dealership is constructed, open for business on the Property and the occupancy or temporary or conditional occupancy permit has been issued in compliance with Section 5.A, which date is anticipated to be no later than March 31, 2017. The Taxpayer shall be required to notify the Village after the construction of the Car Dealership is complete, the Car Dealership is open for business and the occupancy or temporary or conditional occupancy permit has been issued on the Property.

B. Failure to Commence. Subject to extensions due to Force Majeure, in the event that the Car Dealership is not constructed on and open for business on the Property on or before March 31, 2017, the Village shall have no obligation whatsoever to perform any of the Municipal Sales Tax rebate obligations set forth in Section 4 of this Agreement.

SECTION 4. SALES TAX REBATE.

A. Calculation of Sales Tax Rebate. For a period of 15 years commencing on the date on which the Utility Payment Amount (as defined below) has been fully escrowed and subject to the terms and limitations in this Agreement, the Village agrees to rebate to Taxpayer that portion of the Municipal Sales Tax generated by Taxpayer from the Rebate Property in accordance with the percentage formula set forth below:

1. The Village agrees that Taxpayer will be entitled to a rebate in the amount of 100% of the Municipal Sales Tax generated by Taxpayer from the Rebate Property from all Gross Receipts, up to a maximum rebate amount of \$287,205.00 ("**Initial Rebate Amount**").
2. Notwithstanding the provisions of paragraph 4.A.1, the Municipal Sales Tax generated by the Taxpayer from the Rebate Property for the First Sales Tax Year that would otherwise be rebated to Taxpayer, up to the Initial Rebate Amount, will be placed in escrow by the Village until after the initial five year refund period has expired, as provided in subsection 4.F of this Agreement ("**Escrowed Refund**"). If Taxpayer abandons, closes, or terminates the use of the Property for the Car Dealership within the first five years of this Agreement, except for temporary closures due to an event of Force Majeure, it will forfeit the Escrowed Refund as provided in subsection 4.F of this Agreement. If the Car Dealership is still operating on the Property on the fifth anniversary of the Commencement Date of this Agreement (or is temporarily closed due to an event of Force Majeure but is planning to re-open for business), Taxpayer will be entitled to receive the Escrowed Refund.
3. Once the entire Initial Rebate Amount has been collected by the Village pursuant to 4.A and paid to Taxpayer (either directly to Taxpayer or into the escrow pursuant to paragraph 4.A.2), then the Village agrees to rebate to Taxpayer 50% of the Municipal Sales Tax generated by Taxpayer from the Rebate Property from all Gross Receipts up to \$50,000,000 in each Sales Tax Year.
4. Thereafter, the Village agrees to rebate to Taxpayer 65% of the Municipal Sales Tax generated by Taxpayer from the Rebate Property for Gross Receipts that exceed \$50,000,000 in each Sales Tax Year.
5. In addition to the Sales Tax Rebate provided for in this subsection 4.A, the Village agrees to provide an economic incentive payment to Taxpayer in the amount of \$125,000 pursuant to its authority provided herein and the statutory authority to promote economic development in the Village set forth in 65 ILCS 5/8-1-2.5 ("**Economic Development Payment**"). The Village agrees to pay the Economic Development Payment to Taxpayer within 30 days of the Commencement Date, as defined in section 3.A. If Taxpayer abandons, closes, or terminates the use of the Property for the Car Dealership within the first five years of this Agreement, except for temporary closures due to an event of Force

Majeure, it must refund the Economic Development Payment as provided in subsection 4.F of this Agreement.

B. Village Payment. Within 90 days after the end of each Sales Tax Quarter, the Village shall pay Taxpayer the applicable Sales Tax Rebate for that particular Sales Tax Quarter, based on the records of the Illinois Department of Revenue actually provided to and received by the Village. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue or the necessary Illinois Department of Revenue records to the Village in sufficient time for the Village to make such quarterly Sales Tax Rebate payments, the Village shall provide notice of such fact to Taxpayer. In that event, the Village shall make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue and records due the Village for the applicable, quarterly payment period. If at the end of any Sales Tax Year, there is a need to adjust and reconcile the amount of any annual Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Municipal Sales Tax actually paid by the State of Illinois, the Village and Taxpayer do hereby agree to cooperate with each other to accomplish such reconciliation.

C. Change in the Law.

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

D. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as either

(1) a guarantee that the Village will receive any Municipal Sales Taxes as a result of the operation of the Car Dealership on the Rebate Property or (2) a requirement or obligation by Taxpayer to generate Gross Receipts from the Rebate Property.

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

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

1. If the Closure occurs within the first five years of the Agreement, Taxpayer shall be required to refund 75% of the Sales Tax Rebate and the entire amount of the Economic Development Payment pursuant to paragraph 4.A.5 and will forfeit the Escrowed Refund held in escrow pursuant to paragraph 4.A.2 of this Agreement;
2. If the Closure occurs after the fifth year but before the 10th year of the Agreement, Taxpayer shall be required to refund 50% of the Sales Tax Rebate;
3. If the Closure occurs after the 10th year but before the 15th year of the Agreement, Taxpayer shall be required to refund 25% of the Sales Tax Rebate.

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

SECTION 5. USE AND DEVELOPMENT OF THE PROPERTY.

A. Zoning Approvals. This Agreement shall be contingent upon, and not effective until, Taxpayer has (i) filed all necessary applications for, (ii) obtained approval of zoning relief

to authorize the operation of, (iii) obtained a certificate of occupancy, or temporary or conditional certificate of occupancy, in conformity with such approval of zoning relief, and (iv) secured all business and other licenses or permits required to operate, the Car Dealership on the Property.

B. Compliance with Laws. If Taxpayer fails to comply with the Zoning Regulations, the Annexation Agreement, or any other applicable code, ordinance, or regulation of the Village, or any other applicable local, state, or federal ordinance, regulation, or law during the term of this Agreement, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property shall automatically terminate, and the Village shall have no obligation to pay to Taxpayer any Sales Tax Rebate based upon the Municipal Sales Tax generated on or after the date of Taxpayer's noncompliance or violation; provided, however, at least 30 days before such automatic termination, the Village shall notify Taxpayer of the violation and allow Taxpayer 30 days after such notice to cure the violation, and further provided, that said 30 day period shall be extended if Taxpayer has initiated the cure of said violation and is proceeding diligently to cure the same.

SECTION 6. REAL PROPERTY VALUATION.

Taxpayer recognizes that the Village has legitimate interests and concerns regarding the valuation and assessment of the Property for real estate tax purposes. Accordingly, Taxpayer does hereby agree to (a) notify the Village prior to the commencement or initiation of any protest or appeal by Taxpayer of the real property valuation of the Property established by the Lake County Assessor and (b) not initiate any protest or appeal that seeks a property valuation that is disproportionate to, or inconsistent with, the actual use of the Property.

SECTION 7. FORCE MAJEURE.

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

SECTION 8. LITIGATION AND DEFENSE OF AGREEMENT.

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

B. Defense. The Village and Taxpayer do hereby agree to use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Any costs or expenses incurred by the Village in connection with the defense of this Agreement (including, without limitation, reasonable attorneys' fees and the reasonable value of Village staff time) shall be reimbursed by the Taxpayer. To this end, Taxpayer may elect to assume directly all responsibilities, costs, and expenses relating to the defense of any Litigation; provided, however, that Taxpayer shall

have no authority to settle Litigation on behalf of the Village without the formal or written approval of the Corporate Authorities. The Village and Taxpayer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

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

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

SECTION 9. REMEDIES.

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

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

SECTION 10. TERM.

This Agreement shall be in full force and effect for a period of 15 years after the Initial Rebate Amount has been collected as provided in paragraph 4.A.1. This Agreement shall, during its term, run with and bind the Property and shall inure to the benefit of and be enforceable by Taxpayer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 11. RELEASE OF INFORMATION.

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

SECTION 12. PAYMENT OF VILLAGE FEES AND COSTS.

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

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

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

SECTION 13. LIABILITY AND INDEMNITY OF VILLAGE.

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

B. Village Procedures. Taxpayer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge any of such actions on the grounds of any procedural infirmity or of any denial of any procedural right.

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

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

SECTION 14. ENFORCEMENT.

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

SECTION 15. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

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

B. Prohibited Assignments. It is the express intent of the parties hereto that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Taxpayer. Accordingly, notwithstanding any provision of this Agreement, in the event that Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interests in the Property, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, shall, at the option of the Village, become null and void and be of no force or effect.

SECTION 16. REPRESENTATIONS AND WARRANTIES.

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

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

B. Village Representations and Warranties. In order to induce Taxpayer to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Village hereby warrants and represents to Taxpayer that the individuals executing this

Agreement on behalf of the Village have been duly authorized and directed by the Corporate Authorities to execute and deliver this Agreement on behalf of the Village.

SECTION 17. GENERAL PROVISIONS.

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

If to Village:

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

With a copy to:

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

If to Taxpayer:

Zeigler Nissan Gurnee, LLC
Attn: Daniel J. Scheid
4201 Stadium Drive
Kalamazoo, MI 49008

With a copy to:

Varnum
Attn: Steve Morren
333 Bridge Street
Grand Rapids, MI 49504

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

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

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

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

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

F. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

H. Entire Agreement. This Agreement shall constitute the entire agreement of the parties to this Agreement regarding the rebate of Municipal Sales Tax to Taxpayer; all prior drafts and agreements concerning such matters between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

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

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

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

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

M. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is

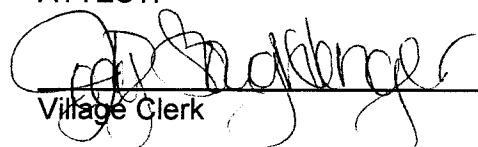
reduced to writing and executed by the Village and all owners of record of the Property at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

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

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

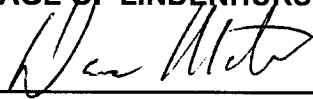
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:



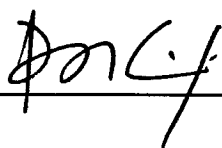
Village Clerk

VILLAGE OF LINDENHURST

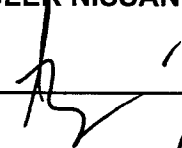
By: 

Mayor

ATTEST:



ZEIGLER NISSAN GURNEE, LLC

By: 

Its: MANAGER



EXHIBIT 1

Legal Description of the Property**PARCEL 1A:**

BEGINNING AT THE FOLLOWING DESCRIBED POINT COMMENCING AT A POINT IN THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN 454 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, THENCE SOUTH 12 DEGREES, WEST 50 FEET, THENCE SOUTH 07 DEGREES, WEST 40 FEET TO THE POINT OF CURVE, CONVEX, WESTERLY HAVING A RADIUS OF 100 FEET, THENCE SOUTHERLY ON SAID CURVE 39.27 FEET TO THE POINT OF BEGINNING, THENCE SOUTHEASTERLY ON SAID CURVE HAVING A RADIUS OF 100 FEET, 39.27 FEET, THENCE SOUTH 52 DEGREES, WEST 100 FEET, THENCE NORTHWESTERLY ON A CURVE LINE CONVEX WESTERLY HAVING A RADIUS OF 200 FEET, 78.54 FEET, THENCE NORTH 74 DEGREES, 30 MINUTES EAST, 100 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2A:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE FOLLOWING DESCRIBED POINT: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, 454 FEET WEST FROM THE NORTHEAST CORNER THEREOF, THENCE SOUTH 12 DEGREES, WEST 50 FEET, THENCE SOUTH 7 DEGREES WEST 40 FEET TO A TANGENT POINT, THENCE SOUTHERLY ALONG A LINE CURVING TO THE LEFT, CONVEX WESTERLY, RADIUS 100 FEET, A DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTHEASTERLY ALONG SAID LINE CURVING TO THE LEFT, CONVEX WESTERLY, RADIUS 100 FEET A DISTANCE OF 39.27 FEET, THENCE SOUTH 29 DEGREES 30 MINUTES WEST 100 FEET, THENCE NORTHWESTERLY ALONG A LINE CURVING TO THE RIGHT CONVEX SOUTHWESTERLY, RADIUS 200 FEET, A DISTANCE OF 78.54 FEET, THENCE NORTH 52 DEGREES 100 FEET TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PARCEL 3A:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 554.0 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH 12 DEGREES WEST 50.0 FEET, THENCE SOUTH 7 DEGREES WEST, 53.8 FEET, THENCE SOUTHERLY ALONG A CURVED LINE TO THE LEFT, CONVEX SOUTHWESTERLY RADIUS 200.0 FEET, A DISTANCE OF 52.3 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION, CONTINUING THENCE SOUTHEASTERLY ALONG A CURVED LINE TO THE LEFT CONVEX SOUTHWESTERLY, RADIUS 200.0 FEET, A DISTANCE OF 157.08 FEET, THENCE SOUTH 56 DEGREES WEST 145.0 FEET, THENCE NORTHWESTERLY 195.0 FEET TO A POINT WHICH IS SOUTH 74 DEGREES 30 MINUTES WEST, 130.0 FEET FROM THE PLACE OF BEGINNING AND THENCE NORTH 74 DEGREES 30 MINUTES EAST, 130.0 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4A:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 454 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH 12 DEGREES WEST 50 FEET, THENCE SOUTH 7 DEGREES WEST 40 FEET, TO A POINT OF CURVATURE, THENCE SOUTH ALONG A LINE CURVING TO LEFT CONVEX WESTERLY, RADIUS 100 FEET, A DISTANCE OF 39.27 FEET, THENCE SOUTH 74 DEGREES 30 MINUTES WEST 100 FEET, THENCE NORTHERLY ALONG A LINE CURVING TO THE RIGHT CONVEX WESTERLY RADIUS 200 FEET, A DISTANCE OF 52.3 FEET TO A POINT WHICH IS SOUTH 82 DEGREES 10

MINUTES EAST FROM THE AFORESAID POINT OF CURVATURE, THENCE NORTH 7 DEGREES EAST 53.8 FEET, THENCE NORTH 12 DEGREES EAST 50 FEET TO A POINT IN THE NORTH LINE OF SAID QUARTER QUARTER SECTION, THENCE EAST ALONG SAID NORTH LINE, 100 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5A:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 554.0 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH 12 DEGREES WEST 50.0 FEET THENCE SOUTH 7 DEGREES WEST 53.8 FEET, THENCE SOUTHERLY ALONG A CURVED LINE OF THE LEFT, CONVEX SOUTHWESTERLY, RADIUS 200.0 FEET, A DISTANCE OF 52.3 FEET, THENCE SOUTH 74 DEGREES 30 MINUTES WEST 130.0 FEET, THENCE NORTHWESTERLY 203.15 FEET, MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 210.5 FEET WEST TO THE PLACE OF BEGINNING AND THENCE EAST ALONG SAID NORTH LINE 210.5 FEET TO THE PLAVE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PARCEL 1B:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AT A POINT, 33.3 FEET, WEST OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTH 45 DEGREES WEST ALONG THE CENTER OF THE HIGHWAY, 308.3 FEET; THENCE SOUTH 45 DEGREES WEST, 156.5 FEET; THENCE SOUTHWESTERLY, TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, WHICH IS 428.44 FEET WEST FROM THE SOUTHEAST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2B:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 428.44 FEET; THENCE SOUTH 11 DEGREES 33 MINUTES WEST, 20 FEET; THENCE NORTHEASTERLY, 432.44 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER QUARTER SECTION 8 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ON THE EAST LINE OF SAID QUARTER QUARTER SECTION, 8 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 1C:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AT A POINT, 33.3 FEET, WEST OF THE SOUTHEAST CORNER THEREOF; RUNNING THENCE NORTH 45 DEGREES WEST ALONG THE CENTER OF THE HIGHWAY 308.3 FEET TO THE PLACE OF BEGINNING OF THE PREMISES HEREIN DESCRIBED; RUNNING THENCE NORTH 45 DEGREES WEST ALONG THE CENTER OF SAID HIGHWAY, 185 FEET; THENCE SOUTH 45 DEGREES WEST, 156.50 FEET; THENCE NORTH 45 DEGREES WEST, 50 FEET; THENCE NORTH 45 DEGREES EAST, 156.50 FEET TO THE CENTER LINE OF HIGHWAY; THENCE NORTH 45 DEGREES WEST, 200 FEET; THENCE SOUTH 45 DEGREES WEST, 131.50 FEET; THENCE NORTH 45 DEGREES WEST, 20.0 FEET PARALLEL WITH THE CENTER LINE OF SAID HIGHWAY 20 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN NORTH 45 DEGREES EAST FROM A POINT ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 235.10 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12; THENCE SOUTH 45 DEGREES WEST TO A POINT ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION WHICH IS 235.10 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO A POINT,

428.44 FEET, WEST OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTHEASTERLY, 126.19 FEET, MORE OR LESS, TO A POINT THAT IS DRAWN SOUTH 45 DEGREES WEST FROM THE PLACE OF BEGINNING; THENCE NORTH 45 DEGREES EAST, 156.50 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

PARCEL 2C:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE, 33.3 FEET, WEST OF THE SOUTHEAST CORNER; THENCE NORTH 45 DEGREES WEST ALONG CENTER OF GRAND AVENUE, 743.4 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 45 DEGREES WEST ALONG THE CENTER OF SAID HIGHWAY, 20 FEET; THENCE SOUTH 45 DEGREES WEST ALONG YOE'S EASTERLY LINE 131.5 FEET; THENCE SOUTH 45 DEGREES EAST, 20 FEET; THENCE NORTH 45 DEGREES EAST, 131.5 FEET, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3C:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT, 33.3 FEET, WEST OF THE SOUTHEAST CORNER OF SECTION 12, AFORESAID, AND RUNNING THENCE NORTH 45 DEGREES WEST ALONG THE CENTER OF GRAND AVENUE, (SO CALLED) 493.3 FEET, TO THE PLACE OF BEGINNING AND THE MOST EASTERLY CORNER OF PREMISES INTENDED TO BE DESCRIBED, THENCE SOUTH 45 DEGREES WEST, 156.5 FEET; THENCE NORTH 45 DEGREES WEST, 50 FEET; THENCE NORTH 45 DEGREES EAST, 156.5 FEET, TO THE CENTER OF SAID GRAND AVENUE, AND THENCE SOUTH 45 DEGREES EAST TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

19087 W. Grand Avenue, PIN 06-12-400-023

19101 W. Grand Avenue, PIN 06-12-400-019

19071 W. Grand Avenue, PIN 06-12-400-024

19097 W. Grand Avenue, PIN 06-12-400-022

19055 W. Grand Avenue, PIN 06-12-400-027

19061 W. Grand Avenue, PIN 06-12-400-026

19041 W. Grand Avenue, PIN 06-12-400-028

35990 North U.S. Hwy 45, PIN 06-13-200-010

19054 W. Oak Court, PIN 06-13-200-031

19046 W. Oak Court, PIN 06-13-200-032

19050 W. Oak Court, PIN 06-13-200-033

4832-9513-1697, v. 1