



**VILLAGE OF LINDENHURST**  
**Regular Village Board Meeting Agenda**  
**Monday, October 23, 2023**  
**7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of October 9, 2023
- IV. Bills Presented for Payment
- V. Board and Staff Reports
- VI. Public Comment on Agenda Items
- VIII. New Business
  - A. Proclamation: Diwali Awareness Day on Behalf of the Hindu American Foundation
  - B. Bid Award: Contractual 2023 Parkway Tree Trimming – Advanced Tree Care - \$35,000
  - C. Approval: Stamps-to-Go Agreement
  - D. Ordinance 23-10-2276: Amending the Liquor License Regulation of the Village Code to Create a New Special Event Liquor License Classification
- 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**  
**October 9, 2023**  
**7:00pm**

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**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, Police Chief Tom Jones, Operations Director Kevin Klahs, Utility Systems Manager Charles Hernandez, Assistant to the Village Administrator Karleen Gernady, and Village Clerk Melissa Forsberg.

**III. Pledge of Allegiance**

**IV. Approval of Minutes**

- A. Minutes from the Regular Village Board Meeting of September 25, 2023 were presented for approval.
- B. Trustee Dickson made a motion, seconded by Trustee Chybowski, to approve the minutes from the Regular Village Board Meeting of September 25, 2023 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 Suchy, to approve the first set of bills for the month of October, presented for payment, in the amount of \$507,164.33 for invoices due on or before October 9, 2023. This total included two extra bill runs. The three check runs were: \$488,661.77, \$12,877.56, and \$5,625.00.
1. Roll Call  
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace  
Nay – 0  
Motion carried.

**VI. Treasurer's Report**

- A. Trustee Dunham read the Treasurer's Report for September 2023. The total for all accounts on September 30, 2023 was \$15,713,862.37.

- B. Trustee Dunham made a motion, seconded by Trustee Grace, to approve the Treasurer's Report for September 2023 as read.
    - 1. Roll Call
      - Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace
      - Nay – 0
- Motion carried.

**VII. Board & Staff Reports**

- A. Trustee Dickson reported there is an Adopt-A-Highway event on October 21, 2023 at 10:00am.
- B. Trustee Dunham reported there is a Veteran Memorial Ceremony on November 11, 2023 at 11:00am.
- C. Mayor Marturano announced this Wednesday is the Lakes High School Homecoming parade.
- D. Police Chief Tom Jones reported on the following:
  - 1. The Charitable Golf Outing raised \$9,100
  - 2. Police Department partnering with First American Bank for a "Season of Giving" Food Drive. The food drive will run thru November 11, 2023. Receptacles are located at First American Bank, Village Hall, and Police Department.
  - 3. As part of fiscal year capital improvement project is the use of body worn cameras. Cameras have been purchased and are being tested and evaluated by officers. It is the intent to have all officers using the cameras by the end of this fiscal year. This is ahead of the January 2025 deadline.
- E. Utility Systems Manager Charles Hernandez reported on the following:
  - 1. Looking and advertising for snow plow drivers. Job opening(s) have been posted.
  - 2. Road resurfacing coming to completion. Striping to be done Wednesday.

**VIII. Public Comment on Agenda Items**

- A. None.

**IX. New Business**

- A. Presentation: SWALCO - Commercial Franchise Waste Hauling
  - 1. Walter Willis, SWALCO Executive Director, was in attendance to discuss franchise waster hauling for the business community. As the Village acts as an agent for residential franchising, we are hopeful we can also act as an agent for the commercial sector. This would allow the Village to jointly bid for solid waste and recycling hauling to the lowest responsive and responsible bidder. Lindenhurst was determined to be eligible to begin franchising waste hauling for commercial users after a three year study was completed prior to 2019. Results from a survey of Lindenhurst businesses conducted a few years ago lead Mr Willis to believe franchising waste hauling could save businesses and property owners a minimum of 20% of their current bills. These findings are based on current franchising in Round Lake Beach, Volo, and Lake Bluff.

It is believed by Village staff and Mr Willis that an updated survey would provide a better understanding of the potential cost savings for Lindenhurst businesses and owners.

2. Prior to Village staff undertaking this process, Mr Willis is seeking feedback from the Village Board. Should the Board support this endeavor, Village staff will begin an open and ongoing discussion with local businesses. Anita Archambeau, our Economic Development Specialist will make arrangements for these discussions to commence in November at the new Lindenhurst Center. It is estimated, the overall process for this implementation will take approximately two years to implement. Although all required background steps can be completed in about one year, there is a 15-month delay timeframe for businesses to incorporate with our contract once the final contract is awarded.

B. Presentation and Action: FY 2022-2023 Financial Audit

1. Representatives of Lauderbach and Amen LLP reported on the outcome of the Village financial audit for fiscal year 2022-2023.
2. No material defects or other issues were found by the auditors. As discussed in the Management Letter, there are some requirements that will be required by the Governmental Accounting Standards Board regarding public-private partnerships, compensated absences, leases, and information technology. These will be addressed within future audits. It is expected the new requirements will require additional time and expense. This will need to be budgeted for in the future years' audit services.
3. Trustee Dunham made a motion, seconded by Trustee Chybowski to adopt the FY 2022-2023 Audit as presented and place it on File with the Village Clerk.
  - a. Roll Call  
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace  
Nay – 0  
Motion carried.

C. Proclamation: Recognizing Domestic Violence Prevention Month

1. October is widely considered to be domestic violence awareness month. Lake County organizations, such as A Safe Place would like an increased awareness, not only of their services, but the many people affected locally by domestic violence. Based in Zion, A Safe Place is Lake County's only provider of services, which exclusively address domestic violence and human trafficking. Last year, A Safe Place served over 23,000 individuals and families with the following:
  - a. 24-house hotline support
  - b. Emergency sheltering
  - c. Permanent/Temporary housing
  - d. Counseling
2. The goal of this proclamation is to reach more survivors in need and increase the outreach of their services throughout Lake County.
3. Trustee Suchy made a motion, seconded by Trustee Chybowski to proclaim October 2023 Domestic Violence Prevention Month.
  - a. Roll Call  
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace  
Nay – 0  
Motion carried.

- D. Ordinance 23-10-2275: Approving a Special Use Permit to Allow a Massage Therapy and Day Spa Establishment – 2238 E. Grand Avenue
1. The Plan Commission held a public hearing on September 20, 2023. The hearing pertained to a request for a massage therapy establishment to be located at 2238 E Grand Avenue (Grand Plaza). Their business and future operation plans were discussed, along with proposed future uses. The proposed future uses were more reflective of those of a day spa as well as non-surgical cosmetic procedures. Once the public hearing concluded, the Plan Commission unanimously voted to recommend approval of a special use permit to Healing Hands Spa, located at 2238 E Grand Avenue.
  2. This ordinance would allow for the operation of a massage therapy and day spa. By including the day spa use, the applicant would not need to return for an additional special use permit once their day spa services begin. The ordinance also includes provisions in which the applicant needs to hold a valid state and local business license. Should the licences not be granted or are revoked, the use cannot proceed.
  3. Trustee Dickson made a motion, seconded by Trustee Grace to adopt Ordinance 23-10-2275 approving a special use permit to allow a massage therapy and day spa establishment at 2238 E Grand Avenue.
    - a. Roll Call  
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace  
Nay – 0  
Motion carried.
- E. Approval: FY 2023 Police Pension Required Reporting
1. A report from the Police Pension Board on certain aspects of the Police Pension Funds financial position must be adopted yearly. Currently, the fund has:
    - a. Assets with a market value of \$11,261,458 (+2.4%)
    - b. Total disbursements of \$496,340
  2. The pension gained \$181,092 (+1.63%) in investments this year. The funded ratio of the fund fell to 74.08%.
  3. Trustee Chybowski made a motion, seconded by Trustee Dunham to accept the police pension municipal compliance report for fiscal year 2023.
    - a. Roll Call  
Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace  
Nay – 0  
Motion carried.
- F. Discussion: Lindenhurst Center Tenant Improvement Allowance
1. Arciterra, the previous owners of what was then called Linden Plaza, were cited for numerous code violations, which went unaddressed. After months of inaction, the violations were brought to court. Arciterra was granted an extension as a way to allow time for them to bring the property into compliance. Arciterra was found liable for lack of addressing the code violations, by the court, and assessed fines exceeding \$87,000. These fines were paid at the closing and the Village deposited these funds into the General Fund.
  2. The Village does not often see fines of this scale. Partly because of its rarity, Village Trustees have made inquiries into potential uses of the fine. Village Administrator Johnson offered the following potential approaches to reinvest the fine proceeds.

- a. The concept of providing an “allowance” to be used towards tenant improvements, which are in compliance with the LEAP program, were discussed with the new Owners. This allowance would only be eligible for permanent improvements to the building. A maximum of 25% would be dedicated toward maintenance items. Per the LEAP program, the following improvements are eligible:
- (1) Materials for tenant buildout (does not include the cost of labor).
  - (2) Permanent physical improvements to the interior of a building.
  - (3) Permanent physical improvements to the exterior of a building including signage.
  - (4) Maintenance elements may be included, but cannot consist of more than 25% of overall reimbursement amount. Normal maintenance work such as power washing/scraping, painting, tuck pointing, and caulking are ineligible unless part of the larger facade improvement scope.
  - (5) Bonuses of up to \$5,000 are available for pandemic (COVID) business resiliency projects such as outdoor dining, outdoor gathering spaces, or HVAC improvements.
  - (6) Permanent Improvement Examples:
    - (a) Doors
    - (b) Electrical Conduit
    - (c) Masonry
    - (d) Structural Elements
    - (e) Windows
    - (f) Parking Lot Lighting
    - (g) Signage
    - (h) Life Safety and Accessibility
  - (7) Maintenance Element Examples
    - (a) Blasting/Scraping
    - (b) Exterior Electrical Fixture Repair/Replacement and Lighting
    - (c) Landscaping
    - (d) Exterior Painting
    - (e) Parking lot sealcoat, repair, and reconstruction (not striping)
    - (f) Sidewalk repair and reconstruction
- b. As with the LEAP program, the Owner would be reimbursed for eligible improvements. Additionally, additional stipulations such as the following could be added:
- (1) Funds could only go toward new tenants, but no money would be allocated until the life safety issues at the property are resolved to the satisfaction of the Police Department and Fire Protection District.
  - (2) Current Lindenhurst Center tenants could still apply for LEAP funds the original way for eligible improvements.
  - (3) The amount offered to certain tenants could vary at the landlord’s discretion, but in no case could the Village’s share of the tenant improvements exceed 50% of the amount offered by the landlord. There wouldn’t be a cap, per se, on the total amount offered to a single business (unlike the LEAP program which offers up to \$20k or \$30k, depending on the type of business).

- (4) The Village could also place some parameters on the desired tenants to receive the funds. The establishment of parameters for desired tenants is a sensible way to ensure that the funded businesses contribute to and enhance the character of Lindenhurst Center and attract a demographic consistent with the village's goals. For example, funds couldn't be used for smoke shops, tanning salons, video gaming cafes, or uses explicitly permitted by the Village's zoning code. Another possibility is that the funds could only go towards dining or retail establishments.
- 3. A second, more straightforward option is as follows:
  - a. An approved agreement between the Village and Property Owner in which the funds are used directly for buildingwide repairs that need to be addressed.
  - b. The benefit to this option is it addresses issues propertywide, as opposed to individual tenant spaces, which contributes to the overall attractiveness of the Lindenhurst Center. Improvements could include the following:
    - (1) Modernizing and replacing outdated signage
    - (2) Repairing or resurfacing the parking lot
    - (3) Updating or repairing the sprinkler systems for better fire protection
    - (4) Improving the property's landscaping
    - (5) Energy-efficient updates to reduce the property's environmental impact
  - c. This option would be similar to the existing LEAP agreements. However, with larger scope and costs, the financial threshold would be higher to reflect the fines collected from the previous property owner.

**X. Public Comment**

- A. Members of the community expressed their thoughts on how the Lindenhurst Center allowance should be allocated.

**XI. Executive Session**

- A. None.

**XII. Adjournment**

- A. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.
  - 1. Voice Vote
    - Aye - 6
    - Nay - 0Motion carried.
  - 2. The meeting was adjourned at 8:06pm.

Date approved \_\_\_\_\_

Fund	Department	Line Item	Item Description	Amount
<b>100 CLUB OF ILLINOIS</b>				
MISCELLANEOUS ESCROW 24		BUILDING & MISC ESCROW	2023 GOLF OUTING DONATION	9,100.00
			<b>Vendor Total:</b>	<b>9,100.00</b>
<b>AEP ENERGY</b>				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	7,558.01
			<b>Vendor Total:</b>	<b>7,558.01</b>
<b>ALL-STAR MECHANICAL SERVICES</b>				
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	HVAC CLEANING & FILTERS	2,280.00
			<b>Vendor Total:</b>	<b>2,280.00</b>
<b>AMERICAN GASES CORPORATION</b>				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	GAS CYLINDERS	48.75
			<b>Vendor Total:</b>	<b>48.75</b>
<b>ANCEL GLINK, P.C.</b>				
MISCELLANEOUS ESCROW 24		BUILDING & MISC ESCROW	ESCROW - LENNAR	367.50
MISCELLANEOUS ESCROW 24		BUILDING & MISC ESCROW	REDWOOD ESCROW	441.00
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ADMIN LEGAL - SEPTEMBER 2023	1,151.50
			<b>Vendor Total:</b>	<b>1,960.00</b>
<b>CHRISTOPHER B. BURKE ENGINEERING</b>				
COMMUNITY CAPITAL	ADMINISTRATION	LAKE SHORE DRIVE ENG DESIGN	PHASE II - HAWTHORN/SPRUCEWOOD/I	3,779.97
			<b>Vendor Total:</b>	<b>3,779.97</b>
<b>CINTAS</b>				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	31.40
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	47.10
GENERAL FUND	PUBLIC WORKS	UNIFORMS	FLOOR MATS PW/UNIFORMS	30.74
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	FLOOR MATS PW/UNIFORMS	51.23
GENERAL FUND	PUBLIC WORKS	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	69.16
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CUSTODIAL SERVICE	FLOOR MATS PW/UNIFORMS	105.01
GENERAL FUND	BUILDING & GROUNDS	CLEANING CONTRACT	MATS FOR VH	39.98
GENERAL FUND	BUILDING & GROUNDS	CLEANING CONTRACT	MATS FOR VH	39.98
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	MATS FOR PD	103.93
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	MATS FOR PD	103.93
			<b>Vendor Total:</b>	<b>622.46</b>
<b>COMPLETE OFFICE OF WISCONSIN</b>				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.14
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.78
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.78
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	3.15
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	46.06
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	11.52
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	11.52
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	46.06
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	11.40
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	2.85
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	2.85
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	11.39
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	63.61
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	15.90
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	15.90
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	63.62
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	35.75
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	8.94
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	8.94
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	35.75
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	41.84
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	10.46
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	10.46
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	41.83
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	5.24
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	1.31
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	1.31

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	5.23
			<b>Vendor Total:</b>	<u>517.59</u>
<b>CORE &amp; MAIN LP</b>				
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	WATER PARTS STOCK	248.66
			<b>Vendor Total:</b>	<u>248.66</u>
<b>CREATIVE BRICK &amp; CONCRETE</b>				
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	VETERANS MEMORIAL BRICKS	111.89
			<b>Vendor Total:</b>	<u>111.89</u>
<b>DAM, SNELL, &amp; TAVEIRNE, LTD.</b>				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	409.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	1,636.00
			<b>Vendor Total:</b>	<u>2,045.00</u>
<b>DE LAGE LANDEN FIN SERVICES, INC.</b>				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	141.12
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	340.11
			<b>Vendor Total:</b>	<u>481.23</u>
<b>DJ PHOTOGRAPHICS LLC</b>				
GENERAL FUND	POLICE	PRINTING & PUBLICATION	POLICE GROUP PICTURE	230.00
			<b>Vendor Total:</b>	<u>230.00</u>
<b>DYNEGY ENERGY SERVICES</b>				
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	429.88
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	75.42
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	49.09
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	153.59
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	2,122.61
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	126.76
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	763.86
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	190.87
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	82.35
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	40.07
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	285.12
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	5,749.06
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	5,207.50
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	162.97
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	398.15
UTILITY FUND 60	WATER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	27.69
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	76.98
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	97.20
UTILITY FUND 60	SEWER	ELECTRIC SERVICE	ELECTRICAL SERVICE AT LIFT STATI	444.49
			<b>Vendor Total:</b>	<u>16,483.66</u>
<b>FERGUSON WATERWORKS #2516</b>				
UTILITY FUND 60	WATER	WATER METER UPGRADE	METER STOCK	7,214.22
			<b>Vendor Total:</b>	<u>7,214.22</u>
<b>GEARY ELECTRIC, INC</b>				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	SAND LAKE ROAD PED CROSSING	7,261.00
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	LIGHT POLE @ INDEPENDENCE & 45	5,649.39
			<b>Vendor Total:</b>	<u>12,910.39</u>
<b>GRANITE TELECOMMUNICATIONS</b>				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	TELEPHONE - PW	878.70
GENERAL FUND	POLICE	TELEPHONE	TELEPHONE - PD	299.24
			<b>Vendor Total:</b>	<u>1,177.94</u>
<b>GROOT INDUSTRIES, INC</b>				
REFUSE & RECYCLING 30		GROOT CONTRACT	GROOT BILLING CONTRACT	100,659.50
REFUSE & RECYCLING 30		GROOT CONTRACT	YARD WASTE STICKERS	2,500.00
			<b>Vendor Total:</b>	<u>103,159.50</u>
<b>HANSEN ASSOCIATES, INC.</b>				
GENERAL FUND	ENGINEERING & BUILDING	CONTINGENCY	BLUEPRINT SCANNING	520.00
			<b>Vendor Total:</b>	<u>520.00</u>
<b>HAWKINS, INC.</b>				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	ALUMINUM SULFATE - STOCK	1,526.06

VILLAGE OF LINDENHURST Treasurer's Report  
 EXP CHECK RUN DATES 10/10/2023 - 10/23/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
UTILITY FUND 60	WATER	CHLORINE GAS & POLYPHOSPHATE	CREDIT - CI2 CYLINDER DEPOSIT	(126.00)
			<b>Vendor Total:</b>	<b>1,400.06</b>
<b>HINCKLEY SPRINGS</b>				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	WATER FOR VH/PD	67.45
GENERAL FUND	POLICE	OPERATING SUPPLIES	WATER FOR VH/PD	103.48
			<b>Vendor Total:</b>	<b>170.93</b>
<b>ICMA FUND FOR PROFESSIONAL</b>				
GENERAL FUND	ADMINISTRATION	MEMBERSHIP FEES	ICMA MEMBERSHIP RENEWAL 2023	1,092.84
			<b>Vendor Total:</b>	<b>1,092.84</b>
<b>ILLINOIS FIRE AND POLICE</b>				
GENERAL FUND	POLICE	BOARD OF FIRE/POLICE	2023 FALL SEMINAR	500.00
			<b>Vendor Total:</b>	<b>500.00</b>
<b>ILLINOIS PUBLIC RISK FUND</b>				
LIABILITY INSURANCE 14	ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	DECEMBER 2023 WORKERS COMP	5,763.10
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	DECEMBER 2023 WORKERS COMP	2,058.25
REFUSE & RECYCLING 30		WORKERS COMPENSATION	DECEMBER 2023 WORKERS COMP	411.65
			<b>Vendor Total:</b>	<b>8,233.00</b>
<b>ILLINOIS STATE POLICE</b>				
GENERAL FUND	POLICE	CONTINGENCY	BUREAU OF INVESTIGATION - Q. WAN	56.50
GENERAL FUND	POLICE	CONTINGENCY	BUREAU OF IDENTIFICATION LIQUOR	102.25
GENERAL FUND	POLICE	CONTINGENCY	ADD BALANCES FOR BACKGROUND REPC	200.00
			<b>Vendor Total:</b>	<b>358.75</b>
<b>J.G. UNIFORMS, INC</b>				
GENERAL FUND	POLICE	UNIFORMS	UNIFORM - JONES	404.45
			<b>Vendor Total:</b>	<b>404.45</b>
<b>LAKE COUNTY CHIEFS OF POLICE</b>				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	LCCPA MONTHLY MEETING	56.00
			<b>Vendor Total:</b>	<b>56.00</b>
<b>LAKE COUNTY HEALTH DEPARTMENT</b>				
GENERAL FUND	ADMINISTRATION	LAKE MANAGEMENT	LAKE WATER TESTING - SEPTEMBER	171.00
			<b>Vendor Total:</b>	<b>171.00</b>
<b>LAUTERBACH &amp; AMEN, LLP</b>				
GENERAL FUND	ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	AUDIT SERVICES	800.00
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	AUDIT SERVICES	400.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING AUDIT	AUDIT SERVICES	800.00
			<b>Vendor Total:</b>	<b>2,000.00</b>
<b>LOCALITY STUDIO LLC</b>				
GENERAL FUND	ADMINISTRATION	NEWS LETTER	NEWSLETTER REDESIGN	1,105.00
			<b>Vendor Total:</b>	<b>1,105.00</b>
<b>MENARD'S - ANTIOCH</b>				
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	COMPRESSED AIR	7.17
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	COMPRESSED AIR	10.75
			<b>Vendor Total:</b>	<b>17.92</b>
<b>MID AMERICAN WATER OF WAUCONDA</b>				
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	B-BOX STOCK	568.00
			<b>Vendor Total:</b>	<b>568.00</b>
<b>MIDWEST HOSE &amp; FITTINGS, INC</b>				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	VACTOR HOSE REPL.	77.53
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	VACTOR HOSE REPL.	51.69
			<b>Vendor Total:</b>	<b>129.22</b>
<b>NICOR</b>				
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	0.16
			<b>Vendor Total:</b>	<b>0.16</b>
<b>NORTH EAST MULTI-REGIONAL TRAINING</b>				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	CONFLICT RESOLUTION & DE-ESCALAI	105.00
			<b>Vendor Total:</b>	<b>105.00</b>
<b>NORTHWEST POLICE ACADEMY</b>				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	TRAINING - CHIEF & E. SENICA	50.00
			<b>Vendor Total:</b>	<b>50.00</b>
<b>PADDOCK PUBLICATIONS, INC</b>				

BOTH OPEN AND PAID				
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	ADMINISTRATION	PRINTING & PUBLICATION	SUBSCRIPTION 10/23/2023 - 01/01/ <b>Vendor Total:</b>	454.00 <b>454.00</b>
<b>PAM MATOS</b>				
REFUSE & RECYCLING 30		ENVIRONMENTAL PROGRAMS	50/50 TREE - 202 BRIAR LN <b>Vendor Total:</b>	44.55 <b>44.55</b>
<b>PAYNE &amp; DOLAN, INC.</b>				
MOTOR FUEL TAX 15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT	419.22
MOTOR FUEL TAX 15	PUBLIC WORKS	ASPHALT PRODUCTS	ASPHALT <b>Vendor Total:</b>	1,578.45 <b>1,997.67</b>
<b>PAYROLL - EXPENSES</b>				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	1,117.39
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	248.31
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS <b>Vendor Total:</b>	1,117.39 <b>2,483.09</b>
<b>PAYROLL - GROSS PAYS</b>				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	5,938.87
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,124.00
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,183.04
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	21,585.03
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	36,177.60
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,549.61
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	2,183.38
GENERAL FUND	POLICE	SALARIES-P/T CSO/FRONT DESK	PAYROLL GROSS COMPENSATION	748.80
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	13,771.64
GENERAL FUND	PUBLIC WORKS	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	400.00
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	596.14
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,391.75
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,342.44
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	13,771.64
UTILITY FUND 60	SEWER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	400.00
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	596.14
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,885.82
UTILITY FUND 60	WATER	SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	200.00
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION <b>Vendor Total:</b>	298.07 <b>119,143.97</b>
<b>PAYROLL - PROCESSING FEES</b>				
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	2,620.05
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	163.75
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES <b>Vendor Total:</b>	2,674.64 <b>5,458.44</b>
<b>POLI CONTRACTING</b>				
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	HYDRANT REPAIR - 487 HEATHER CT <b>Vendor Total:</b>	6,425.00 <b>6,425.00</b>
<b>RUSSO'S POWER EQUIPMENT, INC</b>				
GENERAL FUND	PUBLIC WORKS	TOOLS	CHAIN SAW REPAIR PARTS <b>Vendor Total:</b>	188.93 <b>188.93</b>
<b>STRAND ASSOCIATES, INC.</b>				
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	LIFT STATION UPGRADES ENGINEERING	ENGINEERING - LS UPGRADES <b>Vendor Total:</b>	3,352.79 <b>3,352.79</b>
<b>SUPER AGGREGATES</b>				
GENERAL FUND	PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	SPOIL HUALING - 4 LOADS	112.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	SPOIL HUALING - 4 LOADS <b>Vendor Total:</b>	168.00 <b>280.00</b>
<b>TEKLAB, INC</b>				
UTILITY FUND 60	WATER	LAB SERVICE	WWTF MONTHY SAMPLING	1,496.80
UTILITY FUND 60	WATER	LAB SERVICE	DISTRIBUTION MONTHLY SAMPLING <b>Vendor Total:</b>	1,272.60 <b>2,769.40</b>
<b>TODD KENNEY</b>				
GENERAL FUND	PUBLIC WORKS	TREE REPLACEMENT PROGRAM	TREE REPLACEMENT - 393 NORTHGATE <b>Vendor Total:</b>	99.75 <b>99.75</b>

VILLAGE OF LINDENHURST Treasurer's Report  
 EXP CHECK RUN DATES 10/10/2023 - 10/23/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED

Fund	Department	Line Item	Item Description	Amount
<b>TRAFFIC CONTROL &amp; PROTECTION</b>				
GENERAL FUND	PUBLIC WORKS	STREET SIGNS	STREET SIGNS	732.10
			<b>Vendor Total:</b>	<b>732.10</b>
<b>ULINE</b>				
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	50.06
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	200.26
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	200.26
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	50.07
			<b>Vendor Total:</b>	<b>500.65</b>
<b>ULTRA STROBE COMMUNICATIONS</b>				
GENERAL FUND	POLICE	VEHICLE SERVICE	LABOR TO REPLACE CAMERA SYSTEM C	570.00
			<b>Vendor Total:</b>	<b>570.00</b>
<b>WASTE MANAGEMENT</b>				
GENERAL FUND	PUBLIC WORKS	STREET SWEEPING	STREET SWEEPING OPERATOR	332.61
			<b>Vendor Total:</b>	<b>332.61</b>
			<b>Grand Total:</b>	<b>331,644.55</b>

<b>Fund Totals:</b>	
GENERAL FUND 01	117,043.23
I.M.R.F./F.I.C.A. FUND 06	1,117.39
IT FUND 11	481.23
LIABILITY INSURANCE FUND 14	5,763.10
MOTOR FUEL TAX FUND 15	1,997.67
COMMUNITY CAPITAL FUND 21	11,040.97
MISCELLANEOUS ESCROW FUND 24	9,908.50
REFUSE & RECYCLING FUND 30	107,330.34
UTILITY FUND 60	73,609.33
WATER/SEWER CAPITAL FUND 61	3,352.79
<b>Total For All Funds:</b>	<b>\$331,644.55</b>



## MEMORANDUM

**DATE:** October 20, 2023

**TO:** Mayor Marturano and the Village Board of Trustees

**FROM:** Clay T. Johnson, Village Administrator

**RE:** **Regular Village Board Meeting Agenda Transmittal for October 23, 2023**

### New Business

#### **A. Proclamation: Hindu American Foundation Diwali Awareness November 12, 2023**

On Monday, a proclamation will be presenting recognizing the Hindu celebration of Diwali. Diwali derives from a word meaning “a row of lamps” and is celebrated by millions of Hindus, Sikhs, Jains, and Buddhists across the country with a festival of lights and prayer for peace and well-being. For Hindu Americans, Diwali is celebrated as a day of thanksgiving for the homecoming of Lord Rama and the beginning of a new year. Sikhs, Jains, and Buddhists have their own interpretations of the holiday. This year, Diwali occurs on Sunday, November 12, 2023.

#### **B. Bid Award: Contractual 2023 Parkway Tree Trimming – Advanced Tree Care - \$35,000**

Public Works recently issued a solicitation for parkway tree trimming services which was opened on Tuesday, October 17<sup>th</sup>. The catalyst for contracting for this service was the somewhat inefficient method of trimming trees stemming from responses to individual complaints within our online request system. This year we desired to use an outside vendor to blanket a large area with trimming and move throughout the Village over a period of years. This is a practice similar to how the utility companies operate for their tree trimming needs. Our FY 24 Budget took this new concept into account by adding additional money to the tree trimming budget compared to the previous fiscal year.

Within the request for proposal (RFP), Public Works identified the areas which were in the most immediate need for trimming this year. The areas of the Village included within the Country Place North, Country Place South, Cross Creek, Nature’s Ridge and Auburn Meadows subdivisions. Pricing for the services were to be based on a minimum staffing of one foreman and two laborers in addition to a branch chipper and dump truck. Costs were to be calculated based upon an eight-hour day of work.

The Village received four responses to our RFP with the lowest proposed cost coming from Advanced Tree Care from Lincolnshire, IL at a cost of \$1,600 per day. This proposed cost is lower than what was anticipated by Public Works within the budget. Public Works anticipated that work will take approximately twenty (20) days, resulting in an anticipated expense of \$32,000. Public Works budgeted \$40,000 in total for trimming this year,



expecting the contractual portion of their work to cost around \$35,000 with some room for contingency and unanticipated/emergency expenses.

Should the Board wish to authorize staff to enter into a service agreement with Advanced Tree Care, we believe a contingency of \$3,000 should be included to account for unanticipated extra days of work. For this project, an amount not-to-exceed \$35,000 should adequately cover the areas to be serviced.

**C. Approval: Stamps-to-Go Agreement**

Pursuant to our previous discussions regarding the Post Office, Village staff has moved forward with learning more about the USPS Stamps-to-Go arrangement. Included in your materials is a form agreement with the USPS's third-party stamp vendor, American Banknote Corporation (ABC). Two options for stamp sales are provided by the company. In the first option, the Village will pre-pay for its stamp inventory and sell all stamps at the going rate for first class mail. (The agreement explicitly prohibits selling stamps for greater than the First-Class Mail Rates in effect on the date of sale.) Upon receipt of our payment ABC will issue the Village our order of stamps. There is a second option for the Village to set up a line of credit where the stamps are advanced to the Village, and the Village must pay the balance within 30 days of the order. The Village would need to provide financial information for ABC if our order ever exceeded \$5,000 in value.

In both options, the minimum stamp order is 100 books. A book has 20 stamps. This is a value of \$1,320 based on the current rate of \$0.66/stamp. Stamps are shipped to us via Priority Mail at no cost to us. Marketing materials for our service are also provided at no cost. Our staff believes that our initial order should be 200 books in preparation for the holiday season. This would give us an initial inventory of 4,000 stamps at a cost of \$2,640. We do not know the exact rate at which we will sell stamps under this new arrangement, given that our anticipated postal customer volume will decrease after November 22<sup>nd</sup> when our substation operations cease with the USPS. However, we can place a new order at any time and expect stamps within 5-7 days.

Given the two options and only a net 30-day timeframe to make our payment, financing the stamp inventory doesn't seem to make much sense for us, especially if we don't know the rate at which we will continue to sell stamps. If we were making a very large order of stamps or knew that we would sell close to \$5,000 worth of stamps within a month, financing may be a more optimal approach.

**D. Ordinance 2023-10-2276: Amending the Liquor License Regulations of the Village Code to Create a New Special Event Liquor License Classification**

Village staff was approached by a local business who wished to serve alcohol as part of a one-day promotion at their establishment. The promotion would be open to the general



public and alcohol would be offered by the owners for those who attended/participated. Alcohol would not be brought onto the premises by attendees. An example situation would be a local artist conducting a “paint and sip” class where attendees may be offered wine for consumption while learning to paint a picture from instruction provided by the artist.

Not all of these types of events necessarily require a liquor license. For example, a business could provide alcohol to its own members (not the general public) a license may not be needed. However, because this promotion is open to the general public, a license is necessary, but Village Code does not contemplate one-day liquor licenses for private businesses. With a Class G license, the Village does offer a one-day license, but only civic, fraternal, government, religious or educational organizations may qualify.

*Class G: A Class G special event license shall authorize the sale, consumption, or service of alcoholic liquor at a special community public event sponsored by a local civic, fraternal, government, religious, or educational organization.*

The fee associated with a Class G license is \$25 per day. Some communities offer special licenses that allow the service of alcohol as part of regular business services, (like wine at a spa), but this is not the concept requested by the business. Another new liquor license would be needed for that situation.

The enclosed ordinance would create a new license classification – Class H. Class H licenses would only be issued to existing businesses that would not otherwise hold a liquor license. These licenses may be issued for multiple events, but an establishment may only hold the license once in a six-month period. The proposed cost for a Class H license is \$50 per day as it is intended for for-profit companies unlike the Class G license. Only one Class H license is authorized at a time within the Village. Two events could not be held at the same time by two different businesses, unless the Village Board expanded the number of Class H licenses.

It is also important note that a Class H license does not allow the business to sell alcohol. They are only permitted to consume and service.

Questions to consider:

1. Does the Village want to issue this type of license at all?
2. If yes, are there other restrictions needed?
3. Do you want all applicants for this license to seek approval from the Village Board prior to issuance?
4. Is \$50/day an adequate fee for the license?



**Suggested Motion**

- A. Move to proclaim Sunday, November 12, 2023 as Diwali Awareness Day within the Village of Lindenhurst.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace



## PROCLAMATION

### Hindu American Foundation Diwali Awareness November 12, 2023

- WHEREAS,** Diwali, a festival of great significance is celebrated annually by millions of Hindus, Sikhs, Jains, and Buddhists throughout the United States, and across the globe; and
- WHEREAS,** the Hindu, Sikh, Jain, and Buddhist communities which are comprised of mostly Indian and South Asian Americans, as well as other diverse races and ethnicities, constitute a vital part of the Village's diverse ethnic and social fabric, and whose languages, cultures, and religious beliefs have enriched our communities; and
- WHEREAS,** The word "Diwali" is a shortened version of the Sanskrit term "Deepavali," which means "a row of lamps"; and
- WHEREAS,** Diwali is a festival of lights during which celebrants light small oil lamps, place them around the home, and pray for knowledge, peace, and universal well-being; and
- WHEREAS,** the rows of lamps symbolize the light of knowledge and truth within the individual that signifies the destruction of all negative qualities—violence, anger, jealousy, ignorance, greed, fear, or suffering; in other words, Diwali celebrates the victory of good over evil; and
- WHEREAS,** Diwali is celebrated by Hindus as a day of thanksgiving for the homecoming of Lord Rama and the beginning of the new year for many Hindus; and
- WHEREAS,** for Sikhs, Diwali is celebrated as the day that the sixth founding Sikh Guru, or revered teacher, Guru Hargobind, was released from captivity by the Mughal Emperor Jahangir; and
- WHEREAS,** for Jains, Diwali marks the anniversary of the attainment of moksha, or liberation, by Mahavira, the last of the Tirthankaras (the great teachers of Jain dharma), at the end of his life in 527 B.C.; and
- WHEREAS,** for Buddhists, especially Newar Buddhists, Diwali is commemorated as Ashok Vijayadashami, the day the great Emperor Ashoka embraced Buddhism as his faith; and
- WHEREAS,** on behalf of the Village of Lindenhurst, it is with great pride that I recognize the contributions of all Hindu, Sikhs, Jains, and Buddhists active in all aspects of our vibrant economy and civic society.
- THEREFORE,** I, Dominic Marturano, Mayor of Lindenhurst, do hereby proclaim November 12, 2023 which is the day of global observance of Diwali per the Hindu lunar calendar as **Diwali Awareness Day**.

Dated this 23rd day of October, 2023.

\_\_\_\_\_  
Dominic Marturano, Mayor

\_\_\_\_\_  
Melissa Forsberg, Clerk



**Suggested Motion**

- B. Move to award a bid for tree trimming services to Advanced Tree Care of Lincolnshire, IL in an amount not to exceed \$35,000.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace



DATE: October 20, 2023

TO: Clay Johnson, Village Administrator

FROM: Charles Hernandez, Utility Systems Manager

RE: Advanced Tree Care – 2023 Parkway Tree Trimming

In our continuing efforts to perform area beautification of parkway trees, Public Works discussed the use of contractual assistance in maintaining over 5,000 parkway trees. This work would consist of trimming parkway trees to a minimum height of 14 feet to allow vehicles to navigate Village roads without causing damage to the vehicle’s cabs. Although Public Works has a tree trimming program, we find ourselves only trimming a specific address through the E311 (formerly Web Q/A) system. We recognize that this is not the best approach in maintaining all the parkway trees along any given street. We would like to return to trimming trees by areas as we have done in the past but will need help in performing this work.

Public Works solicited an RFP for pricing for a minimum of 1 foreman, 2 laborers, chipper, and a dump truck to perform one day (8 hours) of trimming. This approach is not common in forestry contracting as work is usually based on the diameter of the tree. We consulted with a former tree service company and explained what we were looking to accomplish and they recommended a single day rate as the best approach.

On October 17<sup>th</sup>, 2023, Public Works received four bids for 2023 Parkway Tree Trimming. Three of the bidders are well known tree service companies that we have used in the past for trimming, removal, stump grinding, and/or plantings. The bids were as follows:

Company Name	Based out of	Proposed Cost/Day
<b>Advanced Tree Care</b>	Lincolnshire, IL	\$1,600.00
<b>Arbor Work Tree Service</b>	Waukegan, IL	\$2,120.00
<b>Siebert Tree Service</b>	Lake Villa, IL	\$2,500.00
<b>Lagunas Tree Service</b>	Round Lake Beach, IL	\$2,900.00

The areas targeted this year are Country Place North, Country Place South, Cross Creek, Nature’s Ridge, and Auburn Meadows.

Public Works recommends and with your approval to enter into a contractual agreement for parkway tree trimming with Advanced Tree Care.

**VILLAGE OF LINDENHURST  
REQUEST FOR PROPOSAL**

**OWNER:**

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

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

**PARKWAY TREE TRIMMING**

TO BE SUBMITTED TO Village of Lindenhurst, 2301 East Sand Lake Road, Lindenhurst, IL 60046, attention *Clay Johnson, Village Administrator*, BEFORE 1:00 P.M., *Tuesday, October 17<sup>th</sup>*.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

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

Clarifications

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

Delivery of Proposals

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

Opening of Proposals

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

Withdrawal of Proposals

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

Rejection of Proposals

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

Acceptance of Proposals

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

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

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

Clay Johnson  
Village Administrator

VILLAGE OF LINDENHURST

CONTRACT/PROPOSAL FOR THE

NAME OF WORK

Full Name of Bidder: ADVANCED TREE CARE ("Bidder")  
Principal Office Address: 600 INDUSTRIAL DR  
Local Office Address: LINCOLNSHIRE IL 60046  
Contact Person: MIKE BRAMUCCI Telephone Number: 847-587-8500

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

Attention: Clay Johnson  
Village Administrator

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

1. Work Proposal

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

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

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Special Provisions as listed below.

VILLAGE OF LINDENHURST

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

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

2. Contract Price Proposal

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

A. SCHEDULE OF PRICES

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

DESCRIPTION	UNIT PRICE/DAY
Foreman, crew, chipper, and truck 1 3 1 1	\$ 1,600.00

TOTAL CONTRACT PRICE PER DAY (in writing):

One Thousand Six Hundred Dollars and 00 Cents

TOTAL CONTRACT PRICE PER DAY (in figures): \$ 1600. Dollars and 00 Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released.
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
- The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal,

## VILLAGE OF LINDENHURST

and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

### C. TIME OF PAYMENT

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

### 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates [and policies of insurance] specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the *Work not later than DECEMBER 31st*.

### 4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

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

#### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

#### 2. Comprehensive Motor Vehicle Liability

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

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

#### 3. Comprehensive General Liability

Limits shall not be less than:

## VILLAGE OF LINDENHURST

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

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

Coverage to include:

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

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

#### 5. Firm Proposal

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

#### 6. Bidder's Representations and Warranties

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

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

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

## VILLAGE OF LINDENHURST

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

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

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

### 7. Acknowledgements

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

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

## VILLAGE OF LINDENHURST

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

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

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

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

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

VILLAGE OF LINDENHURST

Bidder's Status ( ) IL Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
 (State) (State)

Bidder's Name: ADVANCED TREE CARE

Doing Business As (if different) "

Signature of Bidder or Authorized Agent: [Signature]

Printed Name: MIKE BRAMUCCI

Title/Position: PRESIDENT

Bidder's Business Address: 600 INDUSTRIAL DR  
LINCOLNSHIRE, IL 60069

Bidder's Business Telephone: 847 587-8500

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

NAME	TITLE	ADDRESS
MIKE BRAMUCCI	PRESIDENT	36341 Old Woods Tr GURNEE, IL 60031

**VILLAGE OF LINDENHURST**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lindenhurst ("Owner") this [\_\_\_\_] day of [\_\_\_\_], [20\_\_\_\_].

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

**VILLAGE OF LINDENHURST**

By: \_\_\_\_\_

**CLAY JOHNSON**

*Village Administrator*

## VILLAGE OF LINDENHURST

### SPECIAL PROVISIONS

Qualified contractor shall perform the work in accordance with the following:

- Contractor shall trim trees along parkway overhanging the road, sidewalks, and driveways to a minimum of 14 feet.
- Trees shall be shaped on both the road side and parkway if trimmed.
- All branches removed from trees shall be hauled off site.
- If chipping of brush is performed on site, chips may be disposed of at the Public Works facility in the designated storage.
- One work day shall consist of an 8-hour workday.
- Work may be performed during normal business hours of 7AM – 5PM
- Work area shall be left clean and free of debris
- No work will be authorized on Sundays.

### SCHEDULE OF ROADS - PRIORITY

AREA MAP NO.	SUBDIVISION	STREET NAME
1	COUNTRY PLACE NORTH	JASMINE CIRCLE
1	COUNTRY PLACE NORTH	HUMMINGBIRD LANE
1	COUNTRY PLACE NORTH	KESTREL LANE
1	COUNTRY PLACE NORTH	TANAGER LANE
1	COUNTRY PLACE NORTH	OSPREY LANE
1	COUNTRY PLACE NORTH	MEADOWLARK CIRCLE
1	COUNTRY PLACE NORTH	THRUSH CIRCLE
1	COUNTRY PLACE NORTH	WARBLER COURT
2	CROSS CREEK	FOX TAIL LANE
2	CROSS CREEK	CREEKSIDE COURT
2	CROSS CREEK	CROSS CREEK LANE
3	COUNTRY PLACE SOUTH	PTARMIGAN PLACE
3	COUNTRY PLACE SOUTH	ROSEWOOD CROSSING
3	COUNTRY PLACE SOUTH	ASTER COURT
3	COUNTRY PLACE SOUTH	HEATHER COURT
3	COUNTRY PLACE SOUTH	COUNTRY PLACE
3	COUNTRY PLACE SOUTH	BARNSWALLOW DRIVE
3	COUNTRY PLACE SOUTH	MERGANSSER COURT
3	COUNTRY PLACE SOUTH	GOLD FINCH CIRCLE
3	COUNTRY PLACE SOUTH	MOCKINGBIRD COURT
3	COUNTRY PLACE SOUTH	NUTHATCH WAY
3	COUNTRY PLACE SOUTH	SANDPIPER DRIVE
3	COUNTRY PLACE SOUTH	SPARROW COURT
4	NATURE'S RIDGE	GREENWOOD DRIVE
4	NATURE'S RIDGE	NATURE'S WAY
4	NATURE'S RIDGE	PRAIRIE RIDGE CIRCLE
4	NATURE'S RIDGE	AUBURN LANE
4	NATURE'S RIDGE	NATURE'S COURT
4	AUBURN MEADOWS	AUBURN LANE
5	AUBURN MEADOWS	SKYLINE CIRCLE
5	AUBURN MEADOWS	EVERGREEN COURT
5	AUBURN MEADOWS	VISTA TERRACE
5	AUBURN MEADOWS	HORIZON COURT
5	AUBURN MEADOWS	SUMMIT COURT
5	AUBURN MEADOWS	IVY CIRCLE

VILLAGE OF LINDENHURST

5	AUBURN MEADOWS	CLOVER COURT
5	AUBURN MEADOWS	AUTUMN CIRCLE
5	AUBURN MEADOWS	HASTINGS PLACE
**ADDITIONAL AREAS MAY BE PROVIDED IF ABOVE IS COMPLETED.		

AREA MAP 1 – COUNTRY PLACE NORTH



AREA MAP 2 – CROSS CREEK



VILLAGE OF LINDENHURST

AREA MAP 3 – COUNTRY PLACE SOUTH



AREA MAP 4 – NATURE'S RIDGE



VILLAGE OF LINDENHURST

AREA MAP 5 – AUBURN MEADOWS





**Suggested Motion**

- C. Move to authorize the Village Administrator to enter into a pre-paid “Stamps-to-Go” agreement with American Banknote Corporation (ABC)/United States Postal Service (USPS).**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace

# Prepay Stamp Sale Agreement

## STAMP SALE AGREEMENT (Prepay Version)

Date: \_\_\_\_\_

This stamp sale agreement (the "Agreement") between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Buyer"), located in \_\_\_\_\_ [city, state] establishes the parties' rights and obligations as follows:

### 1. Buyer Agrees:

- 1.1 To purchase a minimum order of \$\_\_\_\_\_ in face value of United States Postal Service® ("USPS®") postage. Purchased postage may include First-Class Mail® postage, Express Mail® postage, Priority Mail® postage, or such other postage as the parties mutually agreed upon, subject to minimum orders Contractor may set for the type of postage ordered.
- 1.2 To sell postage to the public for no more than the First-Class Mail Rates in effect on the date of sale, and to advertise and promote the sale with materials as may be provided by Contractor. If provided materials by the Contractor stating "Buy Stamps Here at Post Office™ Prices," the Buyer will only use such materials if the Buyer sells stamps at face value. Any other advertising materials using USPS marks or images must be approved by USPS via the Contractor

Prior to usage, Buyer must submit to the Contractor for approval any advertising or promotional materials Buyer desires to use that were not provided by the Contractor. Buyer will not use such advertising or promotional materials until authorized in writing to do so by the Contractor. Buyer understands that the Contractor will submit such materials to USPS® for review, and that such review may take at least 15 calendar days. If Buyer has not received approval or disapproval within 20 calendar days, the submission shall be deemed disapproved. Buyer further understands that it may have to enter a written licensing agreement with USPS® for use of certain USPS® corporate marks or licensed images. Buyer may not use USPS corporate marks, including USPS, Post Office, or Postal Service, as a part of Buyer's business or domain name. Any use by Buyer of USPS Intellectual Property, including trademarks, logos, domain names, copyrights, and images, including all stamp images, shall inure to the benefit of USPS, and Buyer shall not acquire any ownership rights in such USPS Intellectual Property.

- 1.3 That both the Contractor and the USPS® may use Buyer's name and or/address, as well as the names and/or addresses of the outlets through which Buyer sells postage, in advertising, promotional or other material, in any medium, for the purpose of providing information to postal customers. This use may include the inclusion in a USPS® online search function, or mailings to USPS® customers regarding the locations where stamps can be purchased. The Contractor will obtain additional written consent for any use beyond providing the Buyer's name and/or addresses of specific locations where stamps are available to USPS® customers.
- 1.4 That this is a "prepay" contract and Buyer must fully pay in advance for all consigned postage stock ordered by Buyer hereunder before Contractor shall be obligated to supply such stock. Buyer agrees to ensure payments are in the USPS® lockbox account (Section 1.5) promptly after placing its order for stamp stock, and to order replenishments as needed. Buyer must examine orders upon receipt, and notify Contractor of any discrepancies immediately. Per return postage procedures of the StG program, all returns must be approved by the Contractor in advance. The Contractor will request a refund (based upon the amount paid for the shipment) from USPS within 30 days after the returned postage is received.
- 1.5 To remit all payments under Section 1.4 into the USPS® lockbox account, addressed to Citibank, P.O. Box 2348, Carol Stream IL 60132-0001. Payments are to be made payable to "USPS – Stamps to Go" and must be made, in order of preference, by automated clearing house credits; or electronic funds (wire) transfer.

## Prepay Stamp Sale Agreement

- 1.6 Assignment of any of Buyer's interests or obligations hereunder is prohibited without the prior written approval of Contractor, which approval will not be unreasonably withheld.
  - 1.7 To provide the Contractor, prior to shipment of the initial order, and quarterly thereafter, a list of outlets, with addresses, through which Buyer sells postage.
  - 1.8 To allow the USPS® to examine stamp inventory and any documents relating to the Buyer's sale of stamps, upon reasonable notice and during normal business hours, while this Agreement is in effect and for one year thereafter.
  - 1.9 To notify the Contractor in writing within 5 calendar days of the initiation of any transfer of majority ownership or control of Buyer, or initiation of conservatorship, receivership or bankruptcy proceedings involving Buyer. The notice must include a copy of any such proceeding that was filed.
  - 1.10 That at the conclusion of this Agreement, the Buyer shall immediately remove all advertising relative to this program from its premises. This includes signage, decals, brochures, and any other items displaying USPS® logos or trademarks.
- 2. Contractor agrees:**
- 2.1 To ensure the Buyer is supplied with consigned stock listed in Section 1.1, and that Buyer's replenishment orders are fulfilled. The Contractor will invoice the Buyer on an "as ordered" basis. The Contractor will include a packing list with each stamp shipment. Notwithstanding the foregoing, it is understood and agreed that Buyer must fully pay for all postage stock in advance, pursuant to Sections 1.4 and 1.5 hereof, before Contractor shall be obligated to supply the stock.
  - 2.2 To supply the Buyer with such materials as may be available to advertise and promote the sale of postage.
  - 2.3 To ship supplies in Section 2.1 and Section 2.2 by USPS® mail at no expense to the Buyer.
  - 2.4 To grant a non-exclusive, royalty-free sublicense to use USPS® trademarks "United States Postal Service®," and "Buy Stamps Here," "Buy Stamps Here at Post Office™ Prices," and such other USPS® trademarks as the USPS® may, from time to time, specifically designate. Contractor will only grant such sublicense to use "Buy Stamps Here at Post Office™ Prices" and Buyer will only use such, if stamps are sold at face value. Except for advertising or promotional material provided by the Contractor, Buyer must submit to the Contractor for approval and must obtain written approval from the Contractor prior to any such use of the marks.
  - 2.5 That it has entered into an agreement with the USPS® which provides that Contractor is an authorized distributor of USPS® postage and it has the full right and authority to deliver same to Buyer.
- 3. The Parties agree:**
- 3.1 That the terms of this Agreement may only be modified by a written document signed by both parties. Any such modification requires prior written approval of the USPS®.
  - 3.2 That this Agreement may be terminated by either party on 30 days written notice. If it determines such action is in its best interests, Contractor may also terminate this Agreement immediately, which, if accomplished orally, will be confirmed in writing as soon as reasonably practical thereafter. Except as provided in Section 3.3, any termination will be without cost or liability to either party.

## Prepay Stamp Sale Agreement

- 3.3 That they understand that neither the Buyer and its employees, nor Contractor and its employees, may be considered employees of the other or the USPS® for any purposes whatsoever.
- 3.4 That this Agreement constitutes the entire agreement of the parties and reflects all their rights and obligations. The parties further agree that the USPS® will incur no liability at all to either party under this Agreement.

### Signatures

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

### **Contractor:**

(Company Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Phone) \_\_\_\_\_

(Fax) \_\_\_\_\_

(E-mail) \_\_\_\_\_

### **Buyer:**

(Company Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Phone) \_\_\_\_\_

(Fax) \_\_\_\_\_

(E-mail) \_\_\_\_\_



Dear Potential Consignee:

We here at American Bank Note Company have a contract with the United States Postal Service to be the distributor of a national program entitled Stamps to Go. We warehouse and distribute postage stamps to businesses and financial institutions. Through this program, postage stamps are offered for sale “over the counter” at registers and customer service areas of stores and at financial institutions through Automatic Teller Machines (ATM). Your customers are requesting this value added service as a convenience that will simplify their life and provide one stop shopping.

I have included a list of benefits with minimums and pricing, ordering/shipping procedures, a contract that includes an Article 9 questionnaire and a credit application should you decide to participate. Please contact me with any questions. To proceed, complete the agreement, credit application and financial information and return to me. Please contact me with any questions.

Thank you for consideration of the Stamps to Go program. We look forward to the opportunity to do business with you.

Sincerely,

*Joyce Brewer*  
**Stamps to Go**  
**Sales & Marketing Coordinator**  
[jbrewer@abnotena.com](mailto:jbrewer@abnotena.com)



Sales & Customer Service Department | Columbia, TN 38401-8911  
Tel 800.667.5410 | Fax 931.490.7651 | [www.USPSStampsToGo.com](http://www.USPSStampsToGo.com)



## Customer Benefits

- Adds value of convenience and good will with your customers
- You only pay face value  
*No additional fees; no shipping or advertising costs to you*
- 30 day net terms  
*You get to use the money collected for 30 days*
- A packing list is included with each shipment  
*Allows for accurate inventory control and ability to track order & sales history*
- We ship USPS Priority Mail Signature Confirmation at no cost to you.  
*We use a POD (proof of delivery) signature tracking system*
- Provide your customers a one stop shop for mail needs  
*Increase your average ticket sales*
- Easy reordering & customer service assistance  
*Ability to set up automatic replenishment or order via toll free phone, toll free fax, email, website or EDI*
- Signage and point-of-purchase material provided at no cost to you  
*Decals, window clings and more*
- Keeps postage rates down  
*The more stamps sold outside the Post Office, the less money it takes to operate the Post Office*
- Free advertising via USPS website locator  
*Each site listed on USPS.com as stamp provider*
- Stamps are available in books of 20 stamps and coils of 100 stamps  
*The minimum order is one pack of 100 books per location and any number of coils or twenty coils per location*



Sales & Customer Service Department | Columbia, TN 38401-8911  
Tel 800.667.5410 | Fax 931.490.7651 | [www.USPSStampsToGo.com](http://www.USPSStampsToGo.com)



**Suggested Motion**

- D. Move to adopt Ordinance 23-10-2276 amending the liquor license regulations of the Village Code to create a new special event liquor license classification.**

**Roll Call:**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Dickson      Dunham      Rosten      Suchy      Chybowski      Grace

**ORDINANCE NO. 23-10-2276**

**AN ORDINANCE AMENDING THE LIQUOR LICENSE REGULATIONS  
OF THE VILLAGE CODE TO CREATE A NEW SPECIAL EVENT  
LIQUOR LICENSE CLASSIFICATION**

**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: October 23, 2023**

ORDINANCE NO. 23-10-2276

AN ORDINANCE AMENDING THE LIQUOR LICENSE REGULATIONS  
OF THE VILLAGE CODE TO CREATE A NEW SPECIAL EVENT  
LIQUOR LICENSE CLASSIFICATION

WHEREAS, pursuant to its authority under the Illinois Liquor Control statute, 235 ILCS 5/1-1 *et seq.*, the Village desires to amend the Village Code to create a new special event liquor license classification, as set forth in this Ordinance;

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

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

**Section 2. Amendment to Section 111.19.** Section 111.19, entitled "License Classifications and Fees," of the Lindenhurst Village Code is amended to add the following new Class H license classification at the end of Section 111.19, as follows:

\*\* \* \*

**Class H: A class H special event license shall authorize the consumption or service of alcoholic liquor at a one-day special event offered by an existing retail or service establishment that would not otherwise qualify for a liquor license. A class H license application must be filed with the village clerk at least five (5) days prior to the special event. A class H license is a temporary license issued only for the event specified in the application and is valid only for the date, time, and location approved in the license. At the discretion of the liquor commissioner, class H licenses may be issued for multiple special public events, provided, however, that no more than one class H license may be issued to any one establishment within a six month period. The per day fee for each such temporary license shall be in the amount set forth in the comprehensive fee schedule set forth in Section 12.02 of this code.**

**Section 3. Amendment to Section 111.20.** Section 111.20, entitled "Number of Licenses," of the Lindenhurst Village Code is amended 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
A-V	0

AA	0
AA-V	0
B	6
C	0
C-V	0
D	0
D-V	0
E	1
E-V	0
F	3
G	1 <sup>1</sup>
<b>H</b>	<b>1</b>

1. A Class G license is annually available and shall be issued for use at Lindenfest, the annual Village festival. The issuance of additional Class G licenses shall be made at the discretion of the Liquor Commissioner.”

**Section 4. Amendment to Section 12.02.** Section 2, entitled Liquor License Fees,” of Section 12.02, entitled “Comprehensive Fee Schedule,” of the Lindenhurst Village Code is amended to add the following new fee to that section of the chart:

“Section	Category	Cost	Code References
* * *			
Section 2 Liquor License Fees	Liquor License Application Fee	\$200	Title XI: Section 111.16
* * *			
	<u>License fee for Class H - Special event license</u>	<u>\$50 per day</u>	<u>Title XI: Section 111.19</u>
* * *”			

**Section 5. Conflict.** All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall be in full force and effect following its passage and approval as required by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Lindenhurst, Illinois, this 23<sup>rd</sup> day of October, 2023.

DOMINIC MARTURANO, VILLAGE PRESIDENT

**ATTEST:**

Melissa Forsberg, Village Clerk

**TRUSTEES**

**AYE**

**NAY**

Patty Chybowski

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Patrick Dickson

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Patrick Dunham

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Ronald Grace

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Heath Rosten

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Dawn Suchy

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