



VILLAGE OF LINDENHURST
Regular Village Board Meeting
Monday, February 24, 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 February 10, 2025
- IV. Bills Presented for Payment
- V. Board and Staff Reports
- VI. Public Comment on Agenda Items
- VII. New Business
 - A. Proclamation: Arbor Day 2025
 - B. Bid Award – Commercial Waste Hauling Franchise – Groot Industries
 - C. Ordinance 25-2-2309: Approving a Special Use Permit to Allow a Tattoo Parlor at 305 Granada Boulevard
 - D. Ordinance 25-2-2310: Amending the Lindenhurst Municipal Code Regarding Electric Vehicle Infrastructure
 - E. Ordinance 25-2-2311: Amending the Lindenhurst Zoning Ordinance Regarding Temporary Use Permits
 - F. Ordinance 25-2-2312: Amending the Comprehensive Fee Schedule for Temporary Use Permit and Building Department Fees
- VIII. Public Comment
- IX. Executive Session - 5 ILCS 120/2(c)(2) – Collective Negotiating Matters between Public Body and Its Employees
 - G. Discussion and Possible Action: Ratification of a Collective Bargaining Agreement between the International Union of Operating Engineers Local No. 150 and the Village of Lindenhurst
- X. Adjournment

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

VILLAGE OF LINDENHURST
2301 E Sand Lake Road

Regular Village Board Meeting Minutes
February 10, 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 Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- B. Absent was Trustee Pat Dickson and Trustee Pat Dunham.
- C. Also in attendance were Village Administrator Clay Johnson, Village Attorney Julie Tappendorf, Acting Police Chief Eric Senica, Operations Director Kevin Klahs, Assistant to the Village Administrator Karleen Gernady, Utility Systems Manager Charles Hernandez, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- A. Minutes from the Regular Village Board Meeting of January 27, 2025 were presented for approval.
- B. Trustee Chybowski made a motion, seconded by Trustee Suchy, to approve the minutes from the Regular Village Board Meeting of January 27, 2025 as presented.
1. Voice Vote
Aye - 4
Nay - 0
Abstain - 0
Motion carried.

V. Treasurer's Report

- A. Trustee Suchy read the Treasurer's Report for January 2025. The total for all accounts on January 31, 2025 was \$16,993.908.26.
- B. Trustee Suchy made a motion, seconded by Trustee Grace, to approve the Treasurer's Report for January 2025 as read.
1. Roll Call
Aye – 4 Trustees Chybowski, Suchy, Rosten, Grace
Nay – 0
Motion carried.

VI. Bills Presented for Payment

- A. Trustee Suchy made a motion, seconded by Trustee Chybowski, to approve the first set of bills for the month of February presented for payment in the amount of \$1,092,067.20 for invoices due on or before February 10, 2025.
 - 1. Roll Call
 - Aye – 4 Trustees Chybowski, Suchy, Rosten, Grace
 - Nay – 0
 - Motion carried.

VII. Board & Staff Reports

- A. Trustee Chybowski reported the Human Resources Committee has narrowed down the Chief of Police applicants, and the interview phase is set to begin.
- B. Mayor Marturano announced he met with the Owners of Ace Hardware, along with the Daily Herald, at the Lindenhurst Center location. This will be the Owners tenth store. They are anticipating a soft opening at the end of March, with an expected ribbon cutting on April 4, 2025.
- C. Operations Director Kevin Klahs reported Public Works is prepared for the anticipated snow storm. Additionally, one new truck has been delivered, while another is being built and expected to be delivered in the next couple weeks.

VIII. Public Comment on Agenda Items

- A. None.

IX. New Business

- A. Resolution 25-2-2308R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings
 - 1. A semi-annual review of executive session minutes for potential release to the public was conducted. The minutes identified in the resolution are the only executive session minutes recommended for approval of content and release.
 - 2. Trustee Grace made a motion, seconded by Trustee Chybowski to approve Resolution 25-2-2308R: approving and making a determination on certain executive session meeting minutes and recordings.
 - a. Roll Call
 - Aye - 4 Trustees Chybowski, Suchy, Rosten, Grace
 - Nay - 0
 - Motion carried.

- B. Approval: Request from S.T.U.D.Y.S. Ministries (656 Bridgeport Terrace) for Relief from Signage Code to Install an LED Sign.
1. S.T.U.D.Y.S. Ministries, owner of the westernmost in-line retail building at Waterford Commons, has submitted a request for relief from the area, zoning district, and distance requirements established by Village Code for the installation of a new LED Sign.
 2. After much discussion amongst the Village Board, it has been requested all Owners along this corridor be contacted in which to inquire if they would be willing to have one comprehensive sign, as opposed to multiple signs. Additionally, a review of the current ordinance should be conducted after research has been completed as to how other communities regulate this type of signage.
- C. Approval: Public Works Wastewater Treatment Facility Building Roof Repairs - Waukegan Roofing - \$79,695
1. The roof replacement/repair cost of the Public Works buildings at the wastewater treatment facility off of Grass Lake Road was included in the FY 2025 budget. Many of the accessory buildings were also included in this work. Staff requested a bid from Waukegan Roofing. A quote of \$51,850 was received, which was substantially less than the \$120,000 budgeted. Due to the substantial savings, Public Works requests the roofs of buildings at the end of their useful life be added to the replacement/repair schedule. In particular, the well house on High Point Drive. Waukegan Roofing submitted an additional quote for this work.
 2. Public Works is also requesting a 10% contingency for unanticipated repairs that arise once the old roof systems are replaced.
 3. Trustee Suchy made a motion, seconded by Trustee Grace to waive the bids and authorize the Village Administrator to enter into a service agreement with Waukegan Roofing in an amount not to exceed \$79,695.
 - a. Roll Call
Aye - 4 Trustees Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.
- D. Approval: Public Works 5-Ton Truck Replacement Purchase - \$222,728
1. As per the Public Works FY 2026 vehicle replacement schedule, a 5-ton dump truck is set to be replaced. Public Works seeks authorization in the ordering of a replacement truck, as production of this vehicle is taking upwards of 18 months. Costs for a replacement vehicle has come in under the forecasted FY 2026 budget. Receiving authorization for the purchase of this vehicle would lock us into the current cost. Dependent on the delivery date, this cost would be included our FY 2026 or FY 2027 budget.
 2. Trustee Chybowski made a motion, seconded by Trustee Suchy to authorize the purchase of a 5-Ton Dump Truck in an amount not to exceed \$222,728.
 - a. Roll Call
Aye - 4 Trustees Chybowski, Suchy, Rosten, Grace
Nay - 0
Motion carried.

X. **Public Comment**

- A. Multiple residents expressed their concerns over the recent car break-ins.

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 - 4
 - Nay - 0Motion carried.
 - 2. The meeting was adjourned at 8:07pm.

Date approved _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

BOTH OPEN AND PAID				
Fund	Department	Line Item	Item Description	Amount
AEP ENERGY				
GENERAL FUND	PUBLIC WORKS	STREET & TRAFFIC CTR LIGHTING	ELECTRIC SERVICE STREET LIGHTS -	8,402.99
			Vendor Total:	8,402.99
ANCEL GLINK, P.C.				
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ADMIN LEGAL - JNAUARY 2025	3,683.00 D
GENERAL FUND	ADMINISTRATION	LEGAL EXPENSES	ESCROW - PIETA TATTOO	208.00 D
			Vendor Total:	3,891.00
ANTIOCH AUTO PARTS				
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	TRK 57 - FUEL LINE	6.27
GENERAL FUND	PUBLIC WORKS	FUEL & OIL	TRK 57 - DEXRON ATF OIL	88.82
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GAS & OIL	TRK 57 - DEXRON ATF OIL	59.22
			Vendor Total:	154.31
AWARDS BY KAYDAN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	NAME PLATE	4.00
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	NAME PLATE	1.00
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	NAME PLATE	1.00
GENERAL FUND	POLICE	OPERATING SUPPLIES	NAME PLATE	4.00
			Vendor Total:	10.00
BAXTER & WOODMAN, INC				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LENNAR	660.60 D
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - LAKE VILLA DISTRICT LIE	2,834.25 D
			Vendor Total:	3,494.85
CHRISTOPHER B. BURKE ENGINEERING				
COMMUNITY CAPITAL	ADMINISTRATION	STREET IMPROVEMENT PROGRAM	PHASE III - HAWTHORN/SPRUCEWOOD/	11,106.96 D
			Vendor Total:	11,106.96
CINTAS				
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.81
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.22
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	30.81
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	46.22
			Vendor Total:	154.06
COMPLETE OFFICE OF WISCONSIN				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	32.84 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	8.21 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	8.21 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	32.84 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	36.97 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	9.24 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	9.24 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	36.97 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.40 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.85 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.85 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	3.41 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	14.48 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.62 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	3.62 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	14.48 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	6.34 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	1.59 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	1.59 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	6.34 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	2.07 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.52 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	0.52 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	2.07 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	20.00 D
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	5.00 D
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	OPERATING SUPPLIES	5.00 D
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	19.99 D

Fund	Department	Line Item	Item Description	Amount
BOTH OPEN AND PAID				
Vendor Total:				290.26
CONSERVATION CLUB OF KENOSHA COUNTY				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	RIFLE RANGE RENTAL	500.00
GENERAL FUND	POLICE	MEMBERSHIP & PROGRAMS	CONSERVATION CLUB KENOSHA COUNTY	85.00
Vendor Total:				585.00
DAM, SNELL, & TAVEIRNE, LTD.				
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	ACCOUNTING SERVICES	390.00 D
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT ACCOUNTING SERVICE	ACCOUNTING SERVICES	1,560.00 D
Vendor Total:				1,950.00
DAVE'S TRANSMISSION, INC.				
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#54 - CABIN AIR FILTER	93.00
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#54 - CABIN AIR FILTER	62.00
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#24-18 BALL JOINT & TIE ROD	738.59
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#24-18 BALL JOINT & TIE ROD	492.39
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#57 - TRANSMISSION COOLER LINES	500.89
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#57 - TRANSMISSION COOLER LINES	333.93
Vendor Total:				2,220.80
DE LAGE LANDEN FIN SERVICES, INC.				
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	108.98 D
IT FUND		EQUIPMENT MAINTENANCE	MONTHLY SERVICE AGREEMENT - SHAF	141.12 D
Vendor Total:				250.10
GEWALT HAMILTON ASSOCIATES, INC				
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	GENERAL ENGINEERING & GIS DATA &	300.00 D
Vendor Total:				300.00
GREAT AMERICAN TIRE & AUTO				
GENERAL FUND	POLICE	VEHICLE SERVICE	#82 - UNDER BODY CHECK	26.50
GENERAL FUND	POLICE	VEHICLE SERVICE	#86 - COOLANT LEAK	55.87
GENERAL FUND	POLICE	VEHICLE SERVICE	GAS & WATER PUMP REPLACEMENT #86	719.20
Vendor Total:				801.57
ILLINOIS PUBLIC RISK FUND				
LIABILITY INSURANCE 14	ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	APRIL 2025 WORKERS COMP	5,290.60
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	RISK MANAGEMENT CONTRIBUTION	APRIL 2025 WORKERS COMP	1,889.50
REFUSE & RECYCLING 30		WORKERS COMPENSATION	APRIL 2025 WORKERS COMP	377.90
Vendor Total:				7,558.00
JOHNSON CONTROLS SECURITY SOLUTIONS				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TELEPHONE	FIRE ALARM MONITORING	44.72 D
Vendor Total:				44.72
LAKE COUNTY TREASURER				
GENERAL FUND	ENGINEERING & BUILDING	PLAN REVIEW/INSPECTION SERVICE	FEBRUARY 2025 BUILDING SERVICES	6,438.35
Vendor Total:				6,438.35
LAWN DOCTOR				
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	974.61
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	242.43
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	265.24
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	806.28
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	462.30
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	324.78
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	684.12
GENERAL FUND	PUBLIC WORKS	LANDSCAPING CONTRACT	LAWN CARE	176.61
Vendor Total:				3,936.37
LINDCO EQUIPMENT SALES				
VEHICLE REPLACEMENT FUND 50	POLICE	TRUCK 54	TRUCK BUILDS	830.00
VEHICLE REPLACEMENT FUND 50	POLICE	TRUCK 54	TRUCK BUILDS	126,609.00
Vendor Total:				127,439.00
LOU'S GLOVES, INC.				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY SUPPLIES & SERVICES	DISPOSABLE GLOVES	356.40
GENERAL FUND	PUBLIC WORKS	GARBAGE DISPOSAL	DISPOSABLE GLOVES	237.60
Vendor Total:				594.00
MENARDS - ANTIOCH				
GENERAL FUND	BUILDING & GROUNDS	REPAIRS & MAINTENANCE	KNOX BOX MOUNTING V. HALL	24.33 D

		BOTH OPEN AND PAID		
Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	MAILBOX SUPPLIES	20.16 D
GENERAL FUND	PUBLIC WORKS	OPERATING SUPPLIES	MAILBOX SUPPLIES	93.82 D
MGT IMPACT SOLUTIONS, LLC.				
GENERAL FUND	ADMINISTRATION	OTHER PROFESSIONAL SERVICES	RECRUITMENT SEARCH FOR CHIEF OF	9,555.64 D
Vendor Total:				9,555.64
MID AMERICAN WATER OF WAUCONDA				
UTILITY FUND 60	WATER	DISTRIBUTION SYSTEM REPAIRS	VALVE BOX RISERS	648.96
Vendor Total:				648.96
MONROE TRUCK EQUIPMENT, INC				
VEHICLE REPLACEMENT FUND 50	POLICE	TRUCK 54	TRUCK BUILDS	91,843.00
GENERAL FUND	PUBLIC WORKS	VEHICLE & EQUIPMENT SUPPLIES	HEADLIGHT	168.11
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	VEHICLE & EQUIPMENT SUPPLIES	HEADLIGHT	112.08
GENERAL FUND	PUBLIC WORKS	SNOW PLOW PARTS AND SUPPLIES	PLOW PARTS STOCK	4,644.86
Vendor Total:				96,768.05
NICOR				
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	618 CROSSWINDS LN	2.64
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	1480 YMCA RD GENERATOR	1.40
UTILITY FUND 60	SEWER	NATURAL GAS SERVICE	405 WOODLAND TRAIL LIFT STATION	1.40
Vendor Total:				5.44
PAYROLL - EXPENSES				
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	GENERAL ADMIN FICA	PAYROLL- EMPLOYER COSTS	2,891.11
REFUSE & RECYCLING 30		SOCIAL SECURITY CONTRIBUTION	PAYROLL- EMPLOYER COSTS	180.70
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SEWER/WATER FICA	PAYROLL- EMPLOYER COSTS	2,951.34
Vendor Total:				6,023.15
PAYROLL - GROSS PAYS				
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	6,297.62
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	6.42
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,025.00
GENERAL FUND	ENGINEERING & BUILDING	BLDG/ENG SALARIES	PAYROLL GROSS COMPENSATION	1,269.07
GENERAL FUND	POLICE	SALARIES - ADMIN/RECORDS/CSO	PAYROLL GROSS COMPENSATION	2,060.00
GENERAL FUND	POLICE	SALARIES - OFFICERS	PAYROLL GROSS COMPENSATION	73,682.11
GENERAL FUND	POLICE	SALARIES - PART TIME OFFICERS	PAYROLL GROSS COMPENSATION	2,352.11
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	506.95
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS SALARIES	PAYROLL GROSS COMPENSATION	13,588.52
GENERAL FUND	PUBLIC WORKS	PUBLIC WORKS OVER-TIME	PAYROLL GROSS COMPENSATION	1,183.63
GENERAL FUND	PUBLIC WORKS	ON-CALL/CALL OUT PAY	PAYROLL GROSS COMPENSATION	1,088.19
GENERAL FUND	PUBLIC WORKS	PART TIME WINTER PERSONNEL	PAYROLL GROSS COMPENSATION	336.00
REFUSE & RECYCLING 30		SALARIES	PAYROLL GROSS COMPENSATION	2,618.67
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE SALARIES	PAYROLL GROSS COMPENSATION	6,785.96
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S/W OFFICE OVER-TIME	PAYROLL GROSS COMPENSATION	8.56
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	13,588.52
UTILITY FUND 60	SEWER	SEWER OVER-TIME	PAYROLL GROSS COMPENSATION	1,183.63
UTILITY FUND 60	SEWER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	1,088.19
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	6,794.26
UTILITY FUND 60	WATER	OVERTIME	PAYROLL GROSS COMPENSATION	591.81
UTILITY FUND 60	WATER	ON-CALL/CALL-OUT PAY	PAYROLL GROSS COMPENSATION	544.10
GENERAL FUND	PUBLIC WORKS	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	480.00
UTILITY FUND 60	SEWER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	480.00
UTILITY FUND 60	WATER	PART TIME PW LABORER	PAYROLL GROSS COMPENSATION	240.00
Vendor Total:				139,799.32
PAYROLL - PROCESSING FEES				
GENERAL FUND	ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	354.70
REFUSE & RECYCLING 30		GARBAGE CONTRACTUAL SERVICES	PAYROLL - PAYLOCITY FEES	78.82
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT PAYROLL SERVICES	PAYROLL - PAYLOCITY FEES	354.69
Vendor Total:				788.21
RAMON GARCIA				
GENERAL FUND	POLICE	TRAINING & CONFERENCES	REIMBURSEMENT - FAA PART 107 EXA	175.00
Vendor Total:				175.00

Fund	Department	Line Item	Item Description	Amount
GENERAL FUND	POLICE	EQUIPMENT	RIFLE PARTS	1,006.26
			Vendor Total:	<u>1,006.26</u>
SECRETARY OF STATE				
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LEGAL EXPENSES	TITLE FOR NEW TRUCK	173.00 M
			Vendor Total:	<u>173.00</u>
SIGN A RAMA GRAYSLAKE				
MISCELLANEOUS ESCROW 24		DEVELOPER DEPOSITS	ESCROW - PIETA TATTOO	45.00
			Vendor Total:	<u>45.00</u>
SOLENIS				
UTILITY FUND 60	SEWER	FACILITY CHEMICALS	POLYMER	5,770.80 D
			Vendor Total:	<u>5,770.80</u>
SUN LAKE MATERIALS, INC.				
GENERAL FUND	PUBLIC WORKS	GRAVEL/SHOULDER REPAIR	GRAVEL	965.89
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	GRAVEL/SHOULDER REPAIR	GRAVEL	1,448.84
			Vendor Total:	<u>2,414.73</u>
SWANSON, MARTIN & BELL, LLP				
GENERAL FUND	POLICE	LEGAL EXPENSE	JANUARY 2025 PROSECUTION MATTERS	3,385.50 D
			Vendor Total:	<u>3,385.50</u>
TESKA ASSOCIATES, INC				
GRAND AVENUE TIF FUND	ADMINISTRATION	OTHER PROFESSIONAL SERVICES	GRAND AVENUE TIF	5,001.78 D
			Vendor Total:	<u>5,001.78</u>
US ALLIANCE FIRE PROTECTION				
COMMUNITY CAPITAL	ADMINISTRATION	VILLAGE FACILITIES AND EQUIPMENT	FIRE SPRINKLER SYSTEM REPAIR	786.68
			Vendor Total:	<u>786.68</u>
USA BLUEBOOK				
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	AIR RELIEF VALVE WH6	858.80
			Vendor Total:	<u>858.80</u>
XYLEM WATER SOLUTIONS USA, INC				
UTILITY FUND 60	WATER	REPAIRS & MAINTENANCE	MINI CAS UNIT - STOCK	745.70
			Vendor Total:	<u>745.70</u>
			Grand Total:	<u>453,712.67</u>

Fund Totals:

GENERAL FUND 01	152,502.09
I.M.R.F./F.I.C.A. FUND 06	2,891.11
IT FUND 11	250.10
LIABILITY INSURANCE FUND 14	5,290.60
COMMUNITY CAPITAL FUND 21	11,893.64
MISCELLANEOUS ESCROW FUND 24	3,539.85
REFUSE & RECYCLING FUND 30	3,676.12
GRAND AVENUE TIF FUND 41	5,001.78
VEHICLE REPLACEMENT FUND 50	219,282.00
UTILITY FUND 60	49,385.38
Total For All Funds:	<u>\$453,712.67</u>



MEMORANDUM

DATE: February 21, 2025

TO: Mayor Marturano and the Village Board of Trustees

FROM: Clay T. Johnson, Village Administrator

RE: **Regular Village Board Meeting Agenda Transmittal for February 24, 2025**

New Business

A. Proclamation: Arbor Day 2025

This proclamation recognizes the importance of planting and maintaining trees as a renewable resource, source of beauty, and protector of our air. Recognition of Arbor Day is not only a symbol of the Village's commitment to maintaining our community's tree canopy, it is also an important part of maintaining our status as a Tree City, USA. Arbor Day takes place on Friday, April 25, 2025.

B. Bid Award: Commercial Waste Hauling Franchise – Groot Industries

Back in 2018, the Village worked with the Solid Waste Agency of Lake County (SWALCO) to determine if a franchise arrangement for the commercial garbage and recycling services would help support the viability of our local business community. Not unlike the arrangement the Village has for its residential customers, a franchise agreement would allow a single awarded hauler the responsibility to collect solid waste for all eligible businesses within the community. There are two primary benefits of a commercial franchise agreement for solid waste collection – lower service charges and higher recycling participation rates. Franchise agreements also come with some other positive factors:

- Uniform rates for regular garbage and recycling services
- Free recycling for a 4-yard container serviced weekly
- Regular and transparent fee increases once a year
- Removal of fuel surcharges and other fees
- Reduced garbage truck traffic, reducing damage to local roads and streets

All businesses would be eligible with the exception of those home-based businesses ran out of residential properties.

On October 9th, 2023, SWALCO conducted a public hearing and presentation with the Village Board where they explained the background, process, and benefits of choosing to move forward with a franchise agreement. At that meeting, the Village Board directed staff to proceed with the necessary steps of issuing a Request for Proposals (RFP) for commercial waste hauling services.



After that meeting, the Village re-introduced the concept to local businesses by inviting all businesses to our first quarterly Lindenhurst Business Meeting on November 1, 2023 at the Lindenhurst Center. The meeting highlighted the benefits of this initiative to our businesses and further indicated that we would be resurveying the business community to gain better understanding of their waste hauling services. The survey that initiated this entire process was originally completed back in 2018, and it goes without saying that the number and type of businesses have fluctuated since that time. However, the refresh of the survey yielded a disappointing turnout which did not provide significant representation of the business community. We pressed forward with the understanding that the number of businesses were likely similar as they were in 2018 and believed that inflating service costs would continue to make this effort worthwhile.

In October 2024, an RFP was issued requesting solicitations for commercial garbage and recycling hauling services. Those proposals were due to the Village at the end of December and the Village received three responding vendors – Groot, Waste Management, and Lakeshore Recycling Systems (LRS). All three vendors were interviewed the next month and asked to clarify information provided in their proposals and resubmit their final proposal to the Village in February.

After an analysis of the proposals, Groot Industries was the lowest most responsible and responsive bidder. To determine this, the proposals were compared versus the profiles of the respondents in the Village's survey in 2018, but also other peer communities who have franchise arrangements – Volo, Grayslake, and Libertyville. While not precise a one-to-one comparable, the other communities were used to provide a comparison of different business-type compositions to better compare the responding haulers' costs. The cost analysis using the Village's survey respondents is included in your materials.

Even though all three companies provided costs proposals that were close in range, Groot came forward with other factors that makes their proposal attractive such as no upcharges for the use of a credit card, no charges for paper billing, local customer service, familiarity with the community, and approximately 35% of the Village's businesses' accounts. This is beyond the fact that they are the apparent lowest cost bidder.

Setting the most recent response rate aside, commercial waste hauling franchise rates have provided savings to businesses throughout Lake County for many years. First year savings realized by most communities are somewhere between 20-30% and recycling rates increase dramatically, in many communities approaching 50%.

Tonight, staff is asking the Village Board to award the commercial franchise service to Groot Industries, contingent upon staff coming to terms on a final agreement with the hauler. One decision the Board will need to make is the length of the term of that agreement. The



current proposal considers a five-year contract. If the Village Board extended to a seven-year agreement, the annual fee increase would be reduced from 5% to 4%. Reducing the annual escalator by 1% would save an estimated \$30,000 over the first five years of the contract. Extending the contract term would provide consistency and certainty to local businesses regarding their provider and fees, and it may allow for aligning the residential franchise agreement with the commercial agreement in 2032 or 2033. Moving to a longer-term contract does come with some risk as we do not know what inflationary rates will look like years out, nor what other external factors may impact the waste hauling marketplace.

After the execution of a contract, a fifteen-month transition period begins in which all businesses will need to convert from their current hauler to Groot and the new fees will come into effect. The effective date for all businesses to be converted to Groot’s service would be approximately June or July 2026, depending on when our agreement is finalized. With Village support, Groot will be responsible for making notifications to all businesses regarding the change. This will be done with letters, one-on-one visits, and other print materials. We will also use Village communications, such as our business license renewal letter to articulate the program.

Walter Willis from SWALCO will be in attendance on Monday to answer any questions that may arise during the course of our discussion. Representatives from Groot have also been invited to our meeting, and have indicated that they will attend.

C. Ordinance 25-2-2309: Approving a Special Use Permit to Allow a Tattoo Parlor at 305 Granada Boulevard

The Village received an application for the relocation of a tattoo parlor from a location in Lake Villa to one at 305 Granada Boulevard in Lindenhurst. The stated purpose of the relocation is to allow for more growth for their business as their current facility does not provide adequate space for their artists and customers.

Pursuant to the zoning code, the proposed use falls under “miscellaneous personal services” as defined by NAICS #812199 which consists of tanning salons, massage parlors, and tattoo parlors which is consistent with the applicant’s proposed use. As such, tattoo parlors are permitted within the CB-Commercial Business district by special use. This is illustrated in the Village’s usage table within Village code:

Type Of Use	NB	CB	CBR-2	PBC	O	BK	M	I	RO
Miscellaneous personal services, not elsewhere classified (NAICS #812199, 812990)		S	S	S	S		S		



Staff requested additional information from the applicant beyond the original letter submitted with the business owner's original application. The applicant indicates in that letter that their business is staffed by up to six local artists and customers patronize the site by appointment only. The business plans to provide six stations in total for its customers. The business does not allow walk-in appointments. An appointment only arrangement would limit the demands on parking and therefore, not cause an undue parking burden on the business itself or its adjacent neighbors. The business has also kept a clean compliance record with the Lake County Health Department, not having received any violations. Regular hours at the facility are between 10AM and 8PM as stated by the applicant.

No new signage is being installed by the applicant. The existing signage will be replaced with a custom made "Tattoo" internally illuminated sign.

After a public hearing on Wednesday, February 19th, the Plan Commission unanimously recommended the approval of a special use permit for Pieta Tattoo Gallery for the operation of a tattoo parlor at 305 Granada.

D. Ordinance 25-2-2310: Amending the Lindenhurst Municipal Code Regarding Electric Vehicle Infrastructure

Please see the enclosed memorandum from Assistant to the Village Administrator Karleen Long and associated draft ordinance. Through Ms. Long's efforts, Lindenhurst was admitted by the Metropolitan Mayors' Caucus (MMC) into a cohort of other Chicagoland municipalities who wish to prepare zoning ordinances and other practices to be ready for the proper and orderly deployment of electronic vehicle (EV) chargers in this community and others.

The MMC has led facilitated discussions regarding electric vehicle chargers and assisted with developing best practices for their use. The enclosed ordinance is a deliverable generated from those discussions.

The ordinance will amend the Village code to allow EV chargers as accessory uses in residential and non-residential zones. In residential districts where garages are available, the new code would require that chargers are affixed within or upon that garage or similar structure. For multi-family residential developments without garages, those EV chargers must comply with the standards of chargers installed in non-residential districts. In non-residential districts, there are higher, more defined standards pertaining to mountings, appearance, and screening.

The ordinance will also adopt definitions for electric chargers and the associated equipment which were first defined by state statute, more specifically, the Electrical Vehicle Charging Act and used from other municipalities.



After a public hearing on Wednesday, February 19th, the Plan Commission unanimously recommended the amendments to the Village Code as it pertains to electric vehicle charging infrastructure to the Village Board.

E. Ordinance 25-2-2311: Amending the Lindenhurst Zoning Ordinance Regarding Temporary Use Permits

Within Village Code, there is an allowance for intermittent and occasional uses in certain zoning districts. Temporary uses, by definition, are uses which are for time periods not to exceed one year. Examples of temporary uses consist of construction trailers or dumpsters on construction sites, or itinerant amusements. Temporary uses, must be applied for and authorized by the Zoning Administrator/Village Administrator, and should follow the general standards named by code:

(C) General Standards: No temporary use may be granted by the Zoning Administrator pursuant to this chapter unless the applicant establishes the following:

(1) The proposed use will be in harmony with the general and specific purposes for which this chapter was enacted and for which the regulations of the zoning district in question were established.

(2) The proposed use will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

(3) The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property according to the applicable zoning district regulations.

(4) The proposed use will be served adequately by streets, off street or on street parking, police and fire protection, refuse disposal, and other public facilities or the applicant will provide adequately for such facilities as well as provide for safe vehicular and pedestrian access and egress to the site.

(5) The proposed use will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets or upon residential property. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion on the public streets.

(6) The proposed temporary use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

(7) The temporary use shall, in all other respects, conform to the applicable dimensional regulations of the district in which it is located. The proposed use shall comply with all additional standards imposed on it by the particular provision of this chapter.



Generally speaking, the Village is seeing more requests to allow for temporary uses on private property, including festivals, fairs and farmers' markets. Even though the Village had a temporary use procedure on the books, it lacked certain structure about what was expected of an applicant seeking authorization of a temporary use. A form to apply for temporary uses also has not been developed.

After reviewing similar regulations in other communities, staff is recommending changes to the temporary use application materials needed, standards for temporary uses, and the definition of temporary uses themselves.

A draft ordinance outlining the changes are included in the Plan Commission's meeting materials. The first change to the process occurs in Section 159-2.305(1) Application and would require applicants to supply as much information about the proposed use as can be ascertained at least **30 days prior to the event**:

(a) A narrative description of the temporary use, including the location, date(s) and hours of the use;

(b) The name, address, and telephone number of the applicant and the names, addresses, and telephone numbers of the applicant's representatives who will be responsible for the use;

(c) The number of persons expected to attend, if applicable;

(d) The number of vendors, merchants, or exhibitors expected to participate, if applicable;

(e) A statement as to other types of licenses and permits, including liquor licenses and building permits, that have been or will be applied for;

(f) A signed agreement from the applicant agreeing to indemnify and hold the Village, its officials, officers, employees and agents harmless from any claims arising from the issuance of the temporary use permit;

(g) Village services or personnel required for the use, if any;

(h) A site plan showing the location of structures, improvements, parking areas, and other features that exist or are proposed on the site;



(i) Signed, written permission from the owner, agency, or company having jurisdiction over the subject property;

(j) Proof of insurance, if required, to ensure public safety and protection;

(k) Plans for off-street parking, if required, to ensure safety for all patrons of the temporary use; and

(l) Payment of fees respective to the type of operator and proposed temporary use in accordance with §159-2.201 of the Village Code.

With the prior notice and delineated expectations of an applicant, our staff can receive a fuller picture of what is to occur with a potential event and be able to contact the appropriate Village Departments or outside agencies, if needed to provide their input or approval of the event as well.

The original seven identified standards for what can occur at these events also appeared to be lacking when comparing our ordinance with our peers. The draft ordinance proposes to update standards named in Section 159-2.305(C) numeral (4) by adding the possible requirement of traffic control and adds numerals (8) through (11):

(8) The space(s) occupied by the proposed temporary use shall be cleared of all debris within twenty-four (24) hours of the end of the event and cleared of all temporary structures within five (5) days after closing the event. A cash bond or other security may be required by the Zoning Administrator to ensure cleanup. Security amounts may be established based upon the estimated costs of clean up and/or site restoration.

(9) If liquor will be served, consumed, or sold on the property, a liquor license must be applied for and obtained from the Village's liquor commissioner as required by Chapter 111 of the Village Code.

(10) Any work requiring a building permit, must be applied for separately and be issued prior to the issuance of a temporary use permit.

(11) No signs in connection with a temporary use shall be permitted except in accordance with the provisions of §157.1000. All temporary signage must be removed immediately upon the cessation of the temporary use.



The purpose of these additions is to mitigate against surprises that sometimes can come with the events. If a liquor license is needed, they must tell us and apply. If structures are being built, we may need to issue a building permit.

Finally, while it is staff's desire to put more structure and expectations on applicants for temporary uses, we do not want to have the language become an unintended obstacle for other agency's whose activities could be misconstrued to fall under this new language. Therefore, we are proposing an update to the definition of temporary uses to exempt other agencies who are doing regular, but maybe not permanently scheduled, activities within their proper zone. For example, the Park District would not need to apply for a temporary use permit for their summer camps as they are on site, in the proper zone and a regular/customary activity of their organization. Likewise, a funeral held at a local church would not need a temporary use permit for many of the same reasons, even though they are not a unit of government.

After a public hearing on Wednesday, February 19th, the Plan Commission unanimously recommended the temporary use changes to the Village Board.

F. Ordinance 25-2-2312: Amending the Lindenhurst Zoning Ordinance Regarding Temporary Use Permit and Building Fees

In conjunction with the amendments to temporary use permit regulations, the staff requests to include a nominal fee associated with the application of a temporary use permit. The enclosed fee schedule requests that temporary use permits applied for by a non-profit agency will cost \$25, for-profit/private entities will be \$50. If the proposed private event extended over multiple sessions per year, there would be an additional \$25 per day beyond the first. In other words, a private craft fair with four events per year would pay \$125.

In addition to the temporary use permit fees, the enclosed ordinance seeks to update our building permit fees specifically. Back in 2020 we began using certain Lake County fees to match our own. This was done to bring our building fees to market rate, but some discrepancies rose between the fees listed on the Village website, the Village's permitting software, and the fee schedule itself. During a review of building permit processes and procedures, our staff found that the lack of consistency between published fees was confusing for contractors and others. Other fees were removed within this schedule for items we do not permit (e.g., chicken coops), certain zoning and review fees, and the requirement for contractor registration. As a practice, the Village does not require contractors to register with the Village, but we do require a \$5,000 license and permit bond for each new contractor doing work in the Village. This practice is codified, but there is also a mention of a fee paid by contractors to conduct work in the Village. This fee has not been



collected by the Village in over ten years. The enclosed ordinance will also remove the reference to annual contractor registration fees.

G. Discussion and Possible Action: Ratification of a Collective Bargaining Agreement between the International Union of Operating Engineers Local No. 150 and the Village of Lindenhurst

After adjournment from executive session, the Village Board should consider the new provisions and amendments included within the successor collective bargaining unit for the IUOE Local 150, covering non-supervisory Public Works personnel. Negotiations for the successor contract have extended over a year which means that the language is retroactive to May 1, 2024. The term of the agreement ends on April 30, 2029.



Arbor Day Foundation®

PROCLAMATION ARBOR DAY

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.
- NOW THEREFORE,** I, Dominic Marturano, Mayor of the Village of Lindenhurst, do hereby proclaim April 25, 2025 as Arbor Day in the Village of Lindenhurst, and I urge all citizens to support efforts to protect our trees and woodlands; and
- FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 24th day of February, 2025

Dominic Marturano, Mayor

Melissa Forsberg, Clerk



February 24, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: B. Bid Award: Commercial Waste Hauling Franchise- Groot Industries

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

N/A

Suggested Motion: **Award Commercial Waste Hauling Franchise Contract to Groot Industries contingent upon reaching an agreement on a service contract with the awardee.**

Voting Record:

Trustee Chybowski
 Trustee Dickson
 Trustee Dunham
 Trustee Grace

Trustee Rosten
 Trustee Suchy
 Mayor Marturano

Village of Lindenhurst, Results of Commercial Franchise Analysis (Refuse Costs Only)

	1st	2nd	3rd	Annual Difference Between		
	Groot	WM	LRS	1st and 2nd	1st and 3rd	2nd and 3rd
Year one cost W/O Transition Adjustments	\$188,929.97	\$193,277.88	\$224,488.80			
Year one W/5% Transition Adjustment (Groot & WM)	\$9,446.50	\$9,663.89				
Year one cost W/Transition Adjustments	\$198,376.46	\$202,941.77	\$224,488.80	\$4,565.31	\$26,112.34	\$21,547.03
Annual Cost, Year Two 5% Groot, 4.5 WM, 4% LRS	\$207,822.96	\$211,639.28	\$233,468.35	\$3,816.32	\$25,645.39	\$21,829.07
Annual Cost, Year Two 5% Groot, 4.5 WM, 4% LRS	\$218,214.11	\$221,163.05	\$242,807.09	\$2,948.94	\$24,592.98	\$21,644.04
Annual Cost, Year Two 5% Groot, 4.5 WM, 4% LRS	\$229,124.82	\$231,115.38	\$252,519.37	\$1,990.57	\$23,394.55	\$21,403.99
Annual Cost, Year Two 5% Groot, 4.5 WM, 4% LRS	\$240,581.06	\$241,515.58	\$262,620.14	\$934.52	\$22,039.09	\$21,104.57
Five Year Combined Cost	\$1,094,119.41	\$1,108,375.06	\$1,215,903.75	\$14,255.65	\$121,784.34	\$107,528.69

Village of Lindenhurst Commercial Solid Waste Analysis Current Disposal Costs

Groot

Container Size	% Variables	Total Cost Monthly Cost
96 Gallon Cart, 1x	7.00%	\$ 213.15
1 Cubic Yard 1X	7.00%	\$ 238.76
1 Cubic Yard 2X	4.00%	\$ 267.99
1.5 Cubic Yard 1X	4.00%	\$ 189.88
1.5 Cubic Yard 2X	4.00%	\$ 316.69
2 Cubic Yard 1X	11.00%	\$ 643.18
2 Cubic Yard 2X	8.00%	\$ 928.60
2 Cubic Yard 3x	5.00%	\$ 870.50
4 Cubic Yard 1X	5.00%	\$ 385.49
4 Cubic Yard 2X	14.00%	\$ 2,158.43
6 Cubic Yard 1X	8.00%	\$ 974.47
6 Cubic Yard 3X	20.00%	\$ 7,259.75
6 Cubic Yard 4x	3.00%	\$ 1,297.27
Remaining Service	100.00%	\$ 18,510.48
Total Monthly Costs	200.00%	\$ 15,744.16

Number of Business 114

Container Size	Frequency of Service						
	1x Wk	2x Wk	3x Wk	4x Wk	5x Wk	6x Wk	7x Wk
65 gallon	\$ 26.71	\$ 37.40	\$ 43.74	\$ 58.77	\$ 69.45	\$ 85.48	\$ -
95 gallon	\$ 26.71	\$ 37.40	\$ 42.74	\$ 58.77	\$ 69.45	\$ 85.48	\$ -
1 cy	\$ 29.92	\$ 58.77	\$ 85.48	\$ 111.04	\$ 144.25	\$ 166.56	\$ -
*1 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5 cy	\$ 41.64	\$ 69.45	\$ 96.17	\$ 149.59	\$ 180.58	\$ 249.84	\$ -
*1.5 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 cy	\$ 51.29	\$ 101.82	\$ 152.72	\$ 203.63	\$ 254.54	\$ 305.44	\$ -
*2 cy compacted	\$ 74.80	\$ 149.59	\$ 229.73	\$ 315.21	\$ 411.37	\$ 507.54	\$ -
4 cy	\$ 67.63	\$ 135.24	\$ 189.34	\$ 246.14	\$ 307.67	\$ 476.71	\$ -
6 cy	\$ 106.85	\$ 211.56	\$ 318.41	\$ 379.32	\$ 448.77	\$ 534.25	\$ -
*6 cy compacted	\$ 240.41	\$ 464.80	\$ 742.61	\$ 956.31	\$ 1,276.86	\$ 1,549.33	\$ -
8 cy	\$ 132.07	\$ 277.81	\$ 427.40	\$ 550.00	\$ 641.10	\$ 773.60	\$ -
10 cy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 yard roll off	\$ 335.00	per haul	2 Ton limit	Cost Per Ton Over limit	\$ 65.00		
30 yard roll off	\$ 410.00	per haul	3 Ton Limit	Cost Per Ton Over limit	\$ 65.00		
40 yard roll off	ns	per haul	4 Ton Limit	Cost Per Ton Over limit	\$ 65.00		

	Collection Only		Ton Limit	Per Ton Rate	Leased Service
20 yard compaction equipment	\$ 235.00	per haul	NA	\$ 65.00	\$ 600.00 per month
25 yard compaction equipment	\$ 235.00	per haul	NA	\$ 65.00	\$ 600.00 per month
30 yard compaction equipment	\$ 235.00	per haul	NA	\$ 65.00	\$ 600.00 per month
40 yard receiver box	\$ 210.00	per haul	NA	\$ 65.00	\$ 100.00 per month
2 yard stationary compactor rental only					\$ 296.00 per month
6 yard rear load compactor rental only					\$ 296.00 per month

*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the customer.

Not Included in analysis

**Village of Lindenhurst Commercial Solid Waste Analysis
Current Disposal Costs**

LRS

Container Size	%	Total Cost Monthly Cost
Variables		
96 Gallon Cart, 1x	7.00%	\$ 199.50
1 Cubic Yard 1X	7.00%	\$ 223.44
1 Cubic Yard 2X	4.00%	\$ 273.60
1.5 Cubic Yard 1X	4.00%	\$ 191.52
1.5 Cubic Yard 2X	4.00%	\$ 364.80
2 Cubic Yard 1X	11.00%	\$ 601.92
2 Cubic Yard 2X	8.00%	\$ 875.52
2 Cubic Yard 3x	5.00%	\$ 820.80
4 Cubic Yard 1X	5.00%	\$ 541.50
4 Cubic Yard 2X	14.00%	\$ 3,192.00
6 Cubic Yard 1X	8.00%	\$ 1,185.60
6 Cubic Yard 3X	20.00%	\$ 8,527.20
6 Cubic Yard 4x	3.00%	\$ 1,710.00
Remaining Service	100.00%	\$ 23,600.28
Total Monthly Costs	200.00%	<u>\$ 18,707.40</u>

Number of Business 114

Container Size	Frequency of Service						
	1x Wk	2x Wk	3x Wk	4x Wk	5x Wk	6x Wk	7x Wk
65 gallon	\$ 25.00	\$ 48.00	\$ 78.00	\$ 95.00	\$ 120.00	\$ 145.00	\$ -
95 gallon	\$ 25.00	\$ 48.00	\$ 78.00	\$ 95.00	\$ 120.00	\$ 145.00	\$ -
1 cy	\$ 28.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 190.00	\$ -
*1 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5 cy	\$ 42.00	\$ 80.00	\$ 122.00	\$ 166.00	\$ 212.00	\$ 252.00	\$ -
*1.5 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 cy	\$ 48.00	\$ 96.00	\$ 144.00	\$ 196.00	\$ 250.00	\$ 310.00	\$ -
*2 cy compacted	\$ 125.00	\$ 248.00	\$ 370.00	\$ 505.00	\$ 655.00	\$ 790.00	\$ -
4 cy	\$ 95.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 610.00	\$ -
6 cy	\$ 130.00	\$ 252.00	\$ 374.00	\$ 500.00	\$ 654.00	\$ 812.00	\$ -
*6 cy compacted	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,225.00	\$ 1,550.00	\$ 1,875.00	\$ -
8 cy	\$ 150.00	\$ 298.00	\$ 446.00	\$ 600.00	\$ 758.00	\$ 902.00	\$ -
10 cy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 yard roll off	\$ 375.00	per haul	3 Ton limit	Cost Per Ton	Over limit	\$ 55.00	
30 yard roll off	\$ 425.00	per haul	4 Ton Limit	Cost Per Ton	Over limit	\$ 55.00	
40 yard roll off	\$ 495.00	per haul	5 Ton Limit	Cost Per Ton	Over limit	\$ 55.00	

	Collection Only		Ton Limit	Per Ton Rate	Leased Service
20 yard compaction equipment	\$ 440.00	per haul	4	\$ 50.00	\$ 395.00 per month
25 yard compaction equipment	\$ 480.00	per haul	4	\$ 55.00	\$ 395.00 per month
30 yard compaction equipment	\$ 530.00	per haul	5	\$ 55.00	\$ 395.00 per month
40 yard receiver box	\$ 577.00	per haul	5	\$ 55.00	\$ 250.00 per month
2 yard stationary compactor rental only					\$ 395.00 per month
6 yard rear load compactor rental only					\$ 395.00 per month

*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the customer.

Not Included in analysis

Village of Lindenhurst Commercial Solid Waste Analysis Current Disposal Costs

WM

Container Size	% Variables	Total Cost Monthly Cost
96 Gallon Cart, 1x	7.00%	\$ 265.34
1 Cubic Yard 1X	7.00%	\$ 363.09
1 Cubic Yard 2X	4.00%	\$ 364.80
1.5 Cubic Yard 1X	4.00%	\$ 205.20
1.5 Cubic Yard 2X	4.00%	\$ 364.80
2 Cubic Yard 1X	11.00%	\$ 614.46
2 Cubic Yard 2X	8.00%	\$ 870.96
2 Cubic Yard 3x	5.00%	\$ 810.83
4 Cubic Yard 1X	5.00%	\$ 399.00
4 Cubic Yard 2X	14.00%	\$ 2,234.40
6 Cubic Yard 1X	8.00%	\$ 1,035.12
6 Cubic Yard 3X	20.00%	\$ 7,176.30
6 Cubic Yard 4x	3.00%	\$ 1,402.20
Remaining Service	100.00%	\$ 15,045.72
Total Monthly Costs	200.00%	\$ 16,106.49

Number of Business 114

Container Size	Frequency of Service						
	1x Wk	2x Wk	3x Wk	4x Wk	5x Wk	6x Wk	7x Wk
65 gallon	\$ 33.25	\$ 41.50	\$ 47.75	\$ 53.75	\$ 60.00	\$ 65.75	\$ -
95 gallon	\$ 33.25	\$ 41.50	\$ 47.75	\$ 53.75	\$ 60.00	\$ 65.75	\$ -
1 cy	\$ 45.50	\$ 80.00	\$ 95.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ -
*1 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5 cy	\$ 45.00	\$ 80.00	\$ 95.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ -
*1.5 cy compacted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 cy	\$ 49.00	\$ 95.50	\$ 142.25	\$ 189.00	\$ 201.00	\$ 213.00	\$ -
*2 cy compacted	\$ 70.00	\$ 140.00	\$ 200.00	\$ 260.00	\$ 320.00	\$ 380.00	\$ -
4 cy	\$ 70.00	\$ 140.00	\$ 200.00	\$ 260.00	\$ 320.00	\$ 380.00	\$ -
6 cy	\$ 113.50	\$ 219.00	\$ 314.75	\$ 410.00	\$ 440.50	\$ 470.25	\$ -
*6 cy compacted	\$ 173.50	\$ 219.00	\$ 514.50	\$ 646.25	\$ 778.00	\$ 909.50	\$ -
8 cy	\$ 125.00	\$ 250.00	\$ 400.00	\$ 530.00	\$ 620.00	\$ 730.00	\$ -
10 cy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 yard roll off	\$ 161.60	per haul	1 Ton limit	Cost Per Ton Over limit	\$ 58.66		
30 yard roll off	\$ 161.60	per haul	1 Ton Limit	Cost Per Ton Over limit	\$ 58.66		
40 yard roll off	\$ -	per haul	NA	Cost Per Ton Over limit	NA		

	Collection Only	Ton Limit	Per Ton Rate	Leased Service
20 yard compaction equipment	\$ 221.46	per haul	1	\$ 58.66 \$ 300.00 per month
25 yard compaction equipment	\$ 221.46	per haul	1	\$ 58.66 \$ 300.00 per month
30 yard compaction equipment	\$ 221.46	per haul	1	\$ 58.66 \$ 300.00 per month
40 yard receiver box	\$ 2,191.53	per haul	1	\$ 58.66 \$ 300.00 per month
2 yard stationary compactor rental only				\$ 180.00 per month
6 yard rear load compactor rental only				\$ 180.00 per month

*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the customer.

Not Included in analysis



C O V E R L E T T E R



**Groot
Industries, Inc.**

2500 Landmeier Road
Elk Grove Village, IL 60007
Phone: 773/242-1977
Fax: 773/601-8639
www.groot.com

Since 1914

December 16, 2024

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

Dear Mr. Johnson:

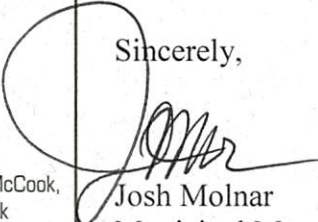
Groot Industries appreciates the opportunity to submit this proposal to the Village of Lindenhurst. We understand the terms and conditions contained in the RFP and will comply with all provisions as indicated.

We are particularly pleased, due to the fact that your needs coincide so well with our corporate strengths and experience. This gives us the confidence level that we can perform the task required with a high degree of excellence and reliability. Please feel free to contact any of the surrounding area communities serviced by Groot for references.

The undersigned will have ultimate responsibility for the administration of this contract within Groot Industries, Inc. We will have other personnel with certain levels of authority regarding day-to-day operation issues; but, if the issue pertains to a contractual interpretation, change or issue that transcends the daily collection, and/or transfer or processing of waste, the undersigned should be contacted.

We look forward to a long and mutually rewarding relationship with the Village of Lindenhurst.

Sincerely,


Josh Molnar
Municipal Manager
Groot Industries, Inc.

Service Locations
in Elk Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling





EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

As one of the largest residential and commercial waste haulers in Illinois, as well as the largest processor of residential recyclables in the state, we offer the Village of Lindenhurst a proposal backed by over a century of experience.

Groot Industries, Inc. will be responsible for the collection of solid waste and recyclable material from approximately 83 establishments within the Village of Lindenhurst. We provide franchised commercial services to six local municipalities. As a result, this proposal represents unmatched experience in regard to capability to organize, implement and provide commercial collection services at the high level in which the Village requires. The six Municipalities that we currently contract with represent over 3,300 commercial accounts serviced by Groot. We are confident that the Village of Lindenhurst and its business community will be pleased with our proactive and thorough approach

Groot Industries, Inc. will have, at a minimum, the specified insurance and bonding requirements requested by the Village. Pursuant to the specifications, Groot Industries, Inc. has ownership and/or guaranteed disposal capacity through long-term agreements at area landfills and compost facilities.

Groot Industries warrants and represents that we have carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Proposal.

We are excited to be considered as an important commercial franchise service provider to the Village of Lindenhurst and look forward to expanding our current services in a long and mutually beneficial relationship.



LITIGATION

LITIGATION

- i. There are no potential enforcement actions or pending litigation against Groot Recycling & Waste Services, Inc. (or against any subsidiary or parent of Groot Recycling & Waste Services, Inc., or any subcontractor to which Groot Recycling & Waste Services, Inc. intends to use to provide a portion of the services) with a potential total judgment in excess of \$100,000; and,
- ii. No judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against Groot Recycling & Waste Services, Inc. (or against any subsidiary or parent of Groot Recycling & Waste Services Inc. or any subcontractor to which Groot Recycling & Waste Services Inc. intends to use to provide a portion of the services) or against any facilities owned or operated by Groot Recycling & Waste Services Inc.

FINANCIAL CAPABILITY



FINANCIAL CAPABILITY / BANK REFERENCE

Enclosed, under a separate cover, you will find three years of Form 10-K reports under our parent company, Waste Connections as well as our bank references.

OPERATIONAL APPROACH

VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

Groot Industries intends to provide complete and comprehensive waste collection and recycling services for the commercial, industrial, and institutional establishments located within the Village of Lindenhurst. It is our understanding all containers, equipment, personnel, and billing services are to be performed and supplied by the successful proposer. Groot will provide these services with the minimum amount of interruptions possible for the Village's establishments during the transition. With over a century of direct commercial and municipal experience within the Chicago metropolitan area, and more recently the implementation of commercial franchises in Libertyville, Lake Bluff, Niles, Hoffman Estates, Round Lake Beach, and Barrington, we are confident the Village and its establishments will be pleased with our services. The following outline and discussions represent our understanding, capabilities and methodology we intend to use in performing services for the Village of Lindenhurst. Our discussions are broken down into ten (10) categories as follows:

- I. Commercial General Routing
- II. Communication & Consultation
- III. Equipment and Containerization
- IV. Driver Qualifications
- V. Service Implementation
- VI. Service Quality Assurance
- VII. Roll-off and Compactor Services
- VIII. Emergency and Contingency Plans
- IX. Billing Procedures
- X. Recycling Capabilities





VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

I. Commercial General Routing

A. Geographical Service Concentrations

Groot Industries will make every effort to mirror the existing service levels to which the businesses are accustomed.

Routing within the Village of Lindenhurst consists of several specific areas of collection designated by Village zoning. While the previous contractors may have directed their equipment solely based upon tonnage accumulation, it poses inefficiencies in manpower and vehicle use. Groot will utilize geographical areas in conjunction with waste tonnages, cost effectiveness and quality of service issues.

Accountability Each respective driver is responsible for their individual list of customers every day of the month. By working in the confines of one specific area, you insure one individual and not several different trucks or drivers will be servicing the account depending on the day of the week. The practice of different drivers providing service for an individual account will almost without exception create service problems due to the lack of accountability and inexperience.

Time Efficiencies Specific areas of collection allow us to manage the individual routes. Within each route, analyses can be made to determine traffic patterns by individual accounts, time stops (accounts which require very specific service times due to traffic or accessibility problems) and extra service requests. Overlapping of routes and trucks traveling the same streets are eliminated along with its obvious inefficiencies.

B. Multiple Service Days and Route Density Considerations

Groot intends to mirror existing service levels whenever possible, however it should be understood that some service day and container changes may need to be made. It will be important to "even" out the workload throughout the week in order to gain maximum productivity of equipment and personnel.



VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

Village establishments can expect that the majority of once per week customers will receive service Tuesday, Wednesday or Thursday, the bulk of which will be Wednesday. Additional steps taken could involve asking customers who presently receive multiple days per week service to increase their container capacity and receive more efficient service. In all instances, changes of this type will only be made with the customer's permission and after the location has been investigated, ensuring enough room for larger or additional containers. The benefit to the customer will involve the high probability of a lower monthly cost.

C. Hours of Collection & Holiday Service

The Village can expect trucks arriving in town at 6:00 a.m. and remain until about 5:00 p.m. in the afternoon. Groot would request from the Village to start work in the downtown (non-residential areas) at 6:00 a.m. in order to work ahead of commuters/traffic. Extra collection vehicles will be supplied as needed when weather or traffic concerns indicate any route or routes will be substantially delayed. We anticipate providing Saturday service to those customers whose volumes exceeds their ability to wait from Friday to Monday for service.

Our present agreement with our employees bargaining unit observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Unlike residential collection whereby it is customary to delay service by one day following the holiday for the duration of the week, the only day service is not provided on the regular collection day is on the holiday itself. Abbreviated crews will be dispatched on the holiday to service large volume accounts, subsequent service on the days following the holiday will be provided by additional equipment and personnel. By utilizing auxiliary equipment throughout the holiday weeks, routes can be caught-up by weeks end and eliminate full crews on Saturday.



VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

II. Communication & Consultation

A. Newsletter/Brochure

For the initial contract year Groot will issue a brochure that will include but not be limited to, basic program details, educational items on how to cultivate and increase recycling participation, customer service availability and waste diversion trends. Groot will work with Village staff to ensure the information provided matches the focus and priorities of both parties.

B. Customers NOT Recycling

On an annual basis, Groot will send communications to each business that does NOT utilize recycling service. This communication will, at a minimum, outline the benefits of doing so as well as reintroduce the free levels of service that are available. Our dedicated franchise rep will meet one-on-one with those that respond and have interest. The goal is not simply to get a business to participate, but to participate responsibly and effectively. As we have done in the past, Groot will work with Village Staff to further engage these customers as we encourage knowledgeable participation.

C. On-site Consultation

Our franchise manager will be available to the businesses of Lindenhurst to meet with and work through/evaluate any waste related issues and/or goals. If no franchise were to exist, each business would have a representative to reach out to for issues that come up. With a comprehensive franchise in the Village of Lindenhurst, this does not change and has been the foundation to providing proactive customer service. This position can help, among many other things, evaluate current services for each customer identifying areas of improvement such as introducing recycling service while reducing refuse service achieving a more sustainable and cost effective level of service.



VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

III. Commercial Equipment & Containerization

A. Waste Collection Vehicle Specifications and Special Features

We have a chassis/body combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These state-of-the-art refuse, recycling and landscape waste trucks are highly beneficial in navigating the streets that exist within the Village. All equipment within the Village are uniformly painted, washed and maintained regularly to ensure a neat and clean appearance. Collection vehicles are equipped with optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.

Currently, Groot utilizes collection vehicles that run solely on Compressed Natural Gas (CNG). It will be a goal to complete a general transition to CNG trucks that are servicing the businesses of Lindenhurst. Trucks which run on CNG are quieter and emit 80% less pollution than diesel engines. Please refer to the “Groot Green” section within this proposal for more of Groot’s green initiatives of the past and into the future.

B. Container Delivery Equipment

Multiple stake body trucks are used for container delivery and exchange purposes. These vehicles are equipped with hydraulic boom cranes capable of delivering and picking up multiple containers of any size. These vehicles run daily exchanging containers in need of repair or paint.

C. Container Specifications and Container Maintenance Procedures

Containers used for the Village of Lindenhurst are of standard grade and type and meet all regular industry standards. All containers will be uniformly painted forest green and bear the Groot logo, phone number and website access. Containers placed for the Village of Lindenhurst will be either new or newly reconditioned, no poorly painted or broken containers will be used for the execution of this contract. In order to maintain the appearance and quality of containers, drivers are instructed to complete daily on their respective route report any containers in need of exchange.



VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

IV. Driver Qualifications






A. Experience Requirements

Groot Industries requirements for driver personnel are as follows:

1. Minimum of one (1) year experience in the operation of 50,000 lb. gross vehicle weight rated waste collection vehicles.
2. Complete D.O.T. and C.D.L. certification.

B. Safety Training and Driver Certification

All Groot Industries, Inc. employees performing driving, maintenance, or labor functions are required to attend weekly safety meetings specific to their line of work. Personnel will receive training and follow-up reviews in:

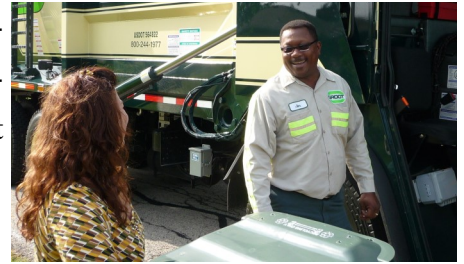
- | | |
|--|--|
|  Operational Procedures |  Customer Interaction |
|  Equipment Familiarization |  Health and Safety Procedures |
|  Defensive Driving Techniques | |

When new drivers begin their association with Groot, a minimum of two (2) weeks on-site training specific to the area of service is required to orient the driver. In addition, employees participate in a quarterly awards program sponsored by Groot which promotes constant awareness and ultimately safer and better quality service for our customers.

VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

C. Driver Appearance

All employees are required to wear company issued uniforms while on duty. Uniforms will identify the employee's name, company affiliation and be maintained in a neat and orderly appearance.



V. Service Implementation

A. Auxiliary Personnel & Dry-Run Procedures

Upon service implementation of the contract, Groot Industries will have available excess personnel to insure a smooth start-up. Additional staff will be utilized the first three weeks, effectively shortening each route and allowing us to double-back for any special requests. Prior to implementation, each route driver is required to dry-run each of their routes from stop to stop. Trips are made from each theoretical full-load position to our facility and back to give us insight on our time requirements.





VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

B. Container Delivery Schedule

Groot would look to work with the Village and future customers with regard to the start date. The biggest operational issue we foresee happening with regard to equipment delivery may be having to wait for the existing hauler to remove their containers in cases where available space is at a premium. Groot will make every effort to work with the current contractor to assure a smooth transition.

With the immediate takeover of all commercial accounts, Groot can utilize up to three delivery trucks with deliveries potentially beginning a month prior to service start. Groot will implement a plan to have containers (especially smaller containers on wheels) delivered directly to a predetermined staging area in Lindenhurst for immediate delivery.

While extensive, container delivery should not be difficult with a customer list and container requirements schedule. Groot will deliver all containers uniformly one route at a time. This will reduce phone calls as to why one location got a container and the other did not.

C. In-Town Supervisor Availability

Groot will provide a full-time supervisor for the first month of service. Duties will include assisting drivers in routing their routes and being immediately available to customers who encounter any service problems. Customer questions or concerns can be fielded promptly on the spot, drastically reducing many calls the Village may encounter during transition. In addition, our Commercial Supervisor who presently oversees all commercial waste collections will be in-town, and available at all times for customer assistance.

VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

VI. Service Quality Assurance

A. Office Procedures

Groot Industries staffs its customer service and operations office from 8:00 am to 5:00 pm Monday through Friday. Outside of the above stated times, we employ full voice mail capability to specific personnel or operational areas. Customer representatives are trained in the following areas:

- Extra Service Requests
- Billing Procedures
- Payment Histories
- Recycling Service Availability
- Container Replacements
- Acceptable and Non-Acceptable Wastes



B. Drivers Morning and End of Day Service Review

Every morning drivers are required to meet with the Operations Manager. Drivers will receive instructions on scheduled extra service requests for their route, any equipment or container changes, and special routing demands. Daily route sheets are generated for each route, supplying drivers with current readily accessible notes while performing their duties. Information includes:

- Container Size
- Extra Yardage Procedures
- Flat Rate or Ticket Service
- Container Locations
- Time Restraints

VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

To ensure the highest level of service throughout the day, drivers must report in via radio whenever leaving their respective service area. Particular emphasis is placed on communications prior to finishing their route at the end of the day. By closely supervising the routes progress near its termination, adjustments can be made readily with adjoining routes to handle any late service requests, or "cover" routes which may be running late.

C. Extra Yardage Determination and Procedures

Accounts generating more waste than their container capacity or service frequency can handle is one of the single most recurring problems associated with commercial waste hauling. It tends to be the customer's natural tendency to request the minimum amount of service possible to save on monthly costs. As often happens, customers may refuse to pay for the costs associated with collecting extra waste off the ground, and/or instruct the hauler not to pick up any extra material.

We feel the concerns mentioned above have been handled already by the existing service provider and we do not anticipate significant issues with customers.





VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

Groot uses the following procedures when handling extra waste volumes:

- Drivers in all cases must generate a receipt or "ticket" when collecting extra yardage.
- Tickets are signed by the customer whenever possible.
- Detailed history is kept on each account concerning extra yardage and whether or not they are contested.
- In the event extra yardage charges require confirmation, a call will be placed to the customer prior to collection.

Our experience providing commercial waste services has shown us the easiest, most efficient and best way to handle these concerns are with the support and aid of the municipality. Municipalities that work in conjunction with the hauler by enforcing strict rules regarding un-containerized waste and/or mandatory waste collection see immediate results. Streets, alleys and parking lot appearances improve dramatically. By working in this manner, haulers can then be bound to collect all extra waste and be assured of payment for their service.

VII. Roll-off & Compactor Services

A. Scheduling for Pick Ups

Customers generating large volumes of waste and utilizing large capacity roll-off containers can be assured of prompt service. In many cases, our dispatch system allows for customers to call in and receive service that same day.

VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

B. Compactor Equipment and Service

Various size compactors are available for customers use through Groot Industries. We presently offer our customers the ability to purchase, rent or lease compacting equipment. The maintenance on these machines is at the customer's discretion and can be provided by Groot or a representative of their choice.

C. Customer Service

Groot will have a designated sales person with direct contact to the merchants in Lindenhurst who have specialized compactor and roll-off issues. This designated liaison to the merchants will work directly with each merchant in an effort to provide the most transparent transition.

VIII. Emergency & Contingency Planning

A. Public Health and Village Requests

In order to protect the public health, safety and welfare, Groot will respond to requests from the Village of Lindenhurst to collect debris left in unusual circumstances. We will provide the necessary equipment and personnel to respond to your requests. Groot will require reimbursement for both it's disposal and collection time.





VILLAGE OF LINDENHURST COMMERCIAL OPERATIONAL APPROACH

B. Weather Considerations and Contingency Plans

In cases of severe weather, where service becomes problematic due to heavy snows, rains or wind damage, Groot Industries has the resources to address and remedy the resulting waste related problems. Due to the high concentration of equipment we have operating in and around the Village of Lindenhurst, we are able to draw upon many other collection vehicles to assist the Village's commercial units. We routinely make sure auxiliary personnel are available during the winter months, and as a matter of course maintain an adequate amount of spare collection vehicles.

IX. Billing Procedures

A. Terms and Conditions

Groot Industries will invoice the commercial, industrial and institutional accounts directly on a monthly basis in advance. Extra yardage or accounts charged on a ticket basis such as roll-off accounts are invoiced monthly at the end of each month.

B. Delinquent Account Management

Delinquent account management is handled internally by our staff. Appropriate calls are made to customers in arrears and special arrangements are made whenever possible to insure payment. Those customers who still fail to respond to collection demands will receive a call after 75 days and will be informed their service will be suspended in 15 days. We would ask the Village to aid in supporting us when customers fail to respond even when services have been discontinued as a means to avoid unsightly and unsanitary conditions.

VILLAGE OF LINDENHURST RECYCLING CAPABILITIES

X. Recycling Capabilities

Groot Industries will provide the Village of Lindenhurst with a recycling program that combines both paper and commingled material at the curbside for processing. We currently utilize an automated processing system that separates the paper (fibrous) from the commingled (non-fibrous) recyclable material.

Recycling Material

Groot will collect any of the following recyclable items:

Non-Paper Items

- Cloudy white HDPE plastic milk & water jugs
- Colored HDPE plastic blow-molded containers
- PETE 1 & HDPE 2 plastic blow-molded containers
- LDPE 4 & FTDPE soft plastic
- Brown, green, and clear glass containers
- Aluminum-formed containers/wrap
- Empty steel paint cans and lids.
- Plastics 1 through 5 & 7
- Bi-metal food and beverage cans
- Empty aerosol cans
- Aseptic and gable topped packaging such as milk cartons/juice boxes
- Formed steel food containers.
- Ferrous metal cans
- Plastic six & twelve pack rings



VILLAGE OF LINDENHURST RECYCLING CAPABILITIES

Paper Items

- Office/School Paper
- Newspaper
- Magazines/Catalogs
- Glossy & Non-glossy inserts
- Shredded paper bagged in clear plastic bag
- Telephone Directories
- Advertising/Junk Mail
- Kraft paper bags
- Cardboard
- Paperboard/Chipboard
- Books (No leather cover books)
- Soda & Beer carrying cases
- No metal clips, spirals or binding
- Shredded paper must be bagged



Unaccepted Items

Items below are not accepted as recycling:

- Mirrors, light bulbs, window glass, ceramics
- Soiled paper fibers (oily pizza boxes, paper napkins, etc.)
- Medical waste
- Plastic bags
- Styrofoam, wood, plastic film, diapers
- Batteries



GROOT GREEN

GROOT GREEN

Environmental Stewardship

Groot Green, More than a Color

Being environmentally conscious has always been the cornerstone of Groot Industries. Being “Green” has driven Groot to be on the forefront of recycling programs and initiatives. For decades, being green was more than just a color, it has been the foundation of how we collect and process solid waste. Please note the “*firsts*”.



1986 – Groot Industries spearheaded the *first* curbside recycling programs in northern Illinois through multiple pilot programs and within four years expanded them to incorporate its entire residential customer base.

1989 – Groot Industries built the *first* Midwestern MRF (Material Recovery Facility) capable of separating plastics into four different types: glass by color, tin, steel and aluminum. In addition, a second process to sort newspaper, junk mail, phone books and magazines was incorporated. This allowed our collection vehicles to be of the “two” sort variety instead of six to eight, saving tremendous amounts of time and fuel and making the collection of recyclables more economical.

1997 - Groot Industries designed and built the *first* SINGLE STREAM material recovery facility in the Midwest in conjunction with its Primary Waste Processing Facility. The single stream facility allowed us to mechanically separate the paper products from the other recyclables. This process allowed us to use the same type of vehicles used for the collection of waste as we use for recycling; two compartment specialized trucks were no longer required. Our primary waste processing facility also gave Groot Industries the ability to process “Blue Bag” recyclables which was a process required by the City of Chicago for a time. This system further can recycle about 10% of “raw” waste which flows through the facility.

2005 - Groot industries began experimenting with alternate fuels in order to decrease our carbon footprint and search for ways to power our vehicles more economically and were the *first* waste and recycling company in Illinois to start using BIO-Diesel fuel.



GROOT GREEN

2007 – 100% of our residential, recycling, commercial and industrial collection vehicles operate on BIO-Diesel, the *first* in the Midwest.

2008 – Groot Industries makes a commitment to start converting its recycling fleet to operate on Compressed Natural Gas (CNG). CNG is over 80% less polluting than pre-2007 diesels. **ONE diesel engine idling is louder than TEN natural gas engines idling together.**

2009 – Groot Industries works with Mack Trucks to build the *first* 20 CNG trucks to come off their lines. We then proceeded to build a CNG refueling station for our fleet; and now, we are the *first* waste industry company in the Midwest to start operating on compressed natural gas.

2010 – The Clean Cities Coalition is an organization funded by the United States Department of Energy. Every year they evaluate organizations and people that best embody their mission by the use of alternative fuels. The “Clean Fuels Champion” award has been given to congressmen, businesses and local governments that stand out by going above and beyond in promoting or implementing alternate fuel vehicles and alternate fuels.

Groot Industries is honored to accept the 2010 “Clean Fuels Champion” award for what we have accomplished in the arena of compressed natural gas (CNG). We first made the commitment to start converting our fleet in 2008 and we now operate more CNG vehicles in the Midwest than any other company whether they be public, private or governmental.

2011 – Groot Industries is honored to accept the Partnership Award for Innovative Energy Solutions for our accomplishments in the arena of compressed natural gas (CNG). This award was presented by the Energy Solutions Center, a non-profit organization of energy utilities and equipment manufacturers that promotes energy-efficient natural gas solutions and systems.

2012 – We are pleased to be recognized and receive the 2012 Illinois Green Fleet Award. Groot Industries’ fleet consists of 60 CNG trucks operating on a daily basis, making Groot Industries’ CNG fleet the largest in Illinois.



GROOT GREEN

2013— In addition to continuing to purchase more CNG-powered collection vehicles, we have doubled the size of our fueling station capabilities. We also have included, with the expansion of our facilities, a secondary station to provide fuel for outside customers. This expansion will provide the much-needed infrastructure to promote and support the use of CNG by other types of transportation and service companies.

2014— Groot Industries completed its upgrade of the Material Recovery Facility in Elk Grove Village, IL. The MRF is now the most advanced in the area and is capable of processing over 40 tons per hour of single stream residential recyclables. This investment in the future of recycling for the Greater Chicagoland area will keep Groot at the forefront of Reducing, Re-using and Recycling large portions of the Municipal and Commercial Waste Streams for years to come.

2015— Groot has partnered with Trillium CNG in opening its third public/private CNG fueling station located in McCook, IL. This station serves as the fueling hub for Groot's McCook location as well as many over the road trucking companies that are planning on converting vehicles to CNG.

2018— Acquired an additional Material Recovery Facility in Plainfield, IL. During a period where the marketing of recyclables faced many challenges, we expanded our processing footprint in the Greater Chicago market. This decision was made to ensure and sustain our ability to continue to both process and market materials collected from our municipalities.

2019— Groot partnered with the City of Naperville and Trillium to bring a CNG fueling station within City limits. This has allowed us and others to significantly increase our fleet that operates on CNG in this service area.

2020— Groot/Waste Connections partnered with Lion Electric to develop its first fully electric side load vehicles. Although we have made significant investments in CNG technology we feel it is important to lead the way in developing efficient, no emissions options in the waste industry.

2023— Groot builds a state of the art material recovery facility in Plainfield, IL. This allows us to retain/expand our recycling footprint with regard to the collection, processing and marketing capabilities within this service market.

GROOT GREEN

2023— Groot/Waste Connections builds and develops a waste to energy system at our Winnebago Landfill. This will allow us to send useable gas back into the local grid and benefit local communities.

GROOT GREEN has always been more than just a color to us.
It is the cornerstone of our attitude with regard to how we value our environment.





ORGANIZATIONAL PLAN & CHART

Groot Industries, Inc. Organizational Chart

Kiel Pennington
Division Vice President

Josh Molnar
Municipal Manager

Rick Bryant
Assistant District Manager

Eryn McGrath
Assistant to Josh Molnar

Nathan Werksman
Operations Manager

Tyler Fries
District Controller
Groot North

Billing Department
Department

Steve Zuidema
Operations Supervisor

Customer Service
Department

Lance Moffett
Operations Supervisor



QUALIFICATIONS OF PERSONNEL



QUALIFICATIONS OF PERSONNEL

Below, please find a list of personnel from Groot Industries that are involved in daily operations. Please feel free to contact any of our personnel with any questions or concerns.

Municipal Manager - Josh Molnar

Josh has acquired over 18 years experience in the waste industry. He received a B.A. degree in Business Management from Cornerstone University located in Grand Rapids, MI. Josh currently manages all municipalities in which we are contracted. He will be the direct contact during the RFP process and beyond.

District Manager - Rick Bryant

Rick has been in the solid waste industry for over 16 years. He began driving routes for MDC Environmental in the Northwest suburbs for three years. He was then promoted to various management positions within the company. In December of 2021, Rick was promoted to District Manager and assigned to our Round Lake Office.

Operations Manager - Nathan Werksman

Nathan has been in the solid waste industry for 4 years and has past experience with Operations and Management for the past 16 years. He started at our Groot, Elk Grove location as customer service representative, then moving up to Operations Supervisor. Nathan was promoted to Operations Manager at our Round Lake Park, Groot North, location in November of 2020.

Operations Supervisor - Lance Moffett

Lance has been in the solid waste industry for over 35 years. He has driven several trucks and routes in Dekalb, Kane, Dupage, Cook, Lake, McHenry, and Kenosha counties. Lance has worked for multiple waste hauling companies which gives him a wide range of operational experiences. Lance has recently moved off the truck and into his current position, adding valuable perspective to the team.

Operations Supervisor - Steve Zuidema

Steve has over 16 years experience as a route driver for MDC Environmental in the Northwest suburbs. Steve was promoted to a route supervisor in January of this year and has been assigned to the Round Lake Facility.



COST PROPOSAL/ SWORN STATEMENT

APPENDIX A

**PROPOSER'S SWORN STATEMENT
AND COST PROPOSAL (APPENDICES A-1 THROUGH A-5)**

Kiel Pennington (“*Deponent*”), being first duly sworn on oath, deposes and states that the undersigned PROPOSER is organized as indicated below and that all statements herein made are made on behalf of such PROPOSER in support of the PROPOSER's Proposal for the above Agreement and that Deponent is authorized to make them.

Deponent also deposes and states that PROPOSER has carefully prepared, reviewed, and checked its PROPOSER's Proposal and that the statements contained in its PROPOSER's Proposal and in this Sworn Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If PROPOSER is a successor to a prior organization, provide the information requested in items 10 through 12 for both PROPOSER and the prior organization. If PROPOSER is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Sworn Acknowledgment

(Complete Applicable Section)

A. *For Corporations.* PROPOSER is a corporation that is organized and existing under the laws of the State of Illinois, that is operating under the legal name of Groot Recycling & Waste Services, Inc., and that is qualified to do business in the State of Illinois.

Pursuant to a Resolution of the corporation's Board of Directors taken on October 7, 2024, a certified copy of which is hereto attached, Kiel Pennington, who is the Division Vice President of the corporation, is authorized to sign this PROPOSER's Proposal, the Franchise Agreement and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Please see attached.</u>	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

The stockholders of the corporation (other than a publicly owned corporation) who own 10% percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
Publicly traded.		

~~B. *For Partnerships.* PROPOSER is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership, and all limited partners holding 10% or more of the percentage interests, are as follows:~~

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>

~~Pursuant to a power of attorney executed by all the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this PROPOSER's Proposal, the Franchise Agreement and all documents related thereto for the partnership. [Strike out this paragraph if not applicable.]~~

~~C. *For Limited Liability Companies.* PROPOSER is a limited liability company that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Operating Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The manager(s), and all members of the company holding 10% or more of the percentage interests, are as follows:~~

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all the members on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the company and is authorized to sign this Cost Proposal, the Franchise Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

D. *For Individuals.* PROPOSER is an individual whose full name is _____, whose residence address is _____, and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

Pursuant to a power of attorney executed by PROPOSER on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for PROPOSER and is authorized to sign this Cost Proposal, the Franchise Agreement and all documents related thereto for PROPOSER. **[Strike out this paragraph if not applicable.]**

E. *For Joint Ventures:* PROPOSER is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____. The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; Limited Liability Company = L; and Individual = "I")]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for PROPOSER and is authorized to sign this PROPOSER's Proposal, the Franchise Agreement and all documents related thereto for PROPOSER. **[Strike out this paragraph if not applicable.]**

2. Nature of Business

State the nature of PROPOSER's business:

Refuse, recycling, and yard waste collection collection and disposal.

3. Years in Business

State the number of years that PROPOSER, under its current name and organization, has been continuously engaged in the aforesaid business: 110 years.

4. Predecessor Organizations

If PROPOSER has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

5. Related Experience

List three contracts awarded to PROPOSER, or its predecessors, in the past five years most comparable to the Work:

	<u>JOB ONE</u>	<u>JOB TWO</u>	<u>JOB THREE</u>
Owner (municipal or private):	<u>Please see "References" tab.</u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
Reference:	<u></u>	<u></u>	<u></u>
Telephone:	<u></u>	<u></u>	<u></u>
Type of Work:	<u></u>	<u></u>	<u></u>

6. Superintendents

One or more of the following superintendents will be assigned to supervise the Work:

<u>CURRENT NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YRS IN OCCUPATION</u>
<u>Please see "Qualifications of Personnel" tab.</u>	<u></u>	<u></u>

7. **Owned Equipment**

The following equipment is owned by PROPOSER, is in good condition and working order, and is available for and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
2023 Mack Front Load Commercial, Diesel - Hybrid Route for Refuse and Recycling	

8. **Current Projects**

PROPOSER is currently involved in the following on-going contracts for work similar to the Work:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>COLLECTION DAYS</u>
Please see "References" tab.		

9. **Contracts Abandoned**

PROPOSER has never failed to complete a contract except as noted and explained below:

N/A

10. **Contract Defaults**

PROPOSER has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

N/A

11. **Litigation**

PROPOSER is, or within the past 5 years has been, a party to the following litigation and none other:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
Please see "Litigation" tab.		

12. **Supervisory Oversight**

Describe how the Work will be supervised, including route supervision and number of supervisors to be assigned to observe collection operations:

Please see attached.

DATED this 14th day of November, 2024.

Attest/Witness:

By:

Josh Molnar

Title: Municipal Manager

Groot Recycling & Waste Services, Inc.

PROPOSER

By:

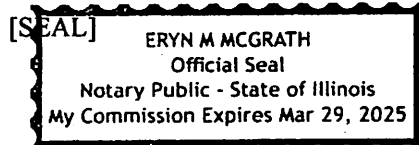
Kiel Pennington

Title: Division Vice President

Subscribed and Sworn to before me this 14th day of November, 2024.

Eryn M McGrath
Notary Public

My Commission Expires: 3/29/25



PROPOSER warrants and represents that PROPOSER has carefully examined, reviewed, and understood all documents included, referred to, or mentioned in this Proposal, and Addenda Nos. NONE [if none, write “NONE”], which are securely stapled to the end of this Proposal.

1. Services Proposal. If this Proposal is accepted, PROPOSER proposes and agrees that PROPOSER shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal, the RFP pursuant to which the Village solicited this Proposal and the Franchise Agreement to be entered into in the form attached in **Appendix B** the RFP (collectively, the “**Contract Documents**”), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, food scraps and recyclables from all Customers during the term of the Agreement; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Agreement; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Village against any loss resulting from any breach or failure of performance by the PROPOSER under the Agreement; (f) do all other things required of the successful PROPOSER or the PROPOSER by the Agreement; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Franchise Agreement.

2. Price Proposal. If this Proposal is accepted, PROPOSER proposes and agrees that PROPOSER shall bill to Customers in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subagreementors and suppliers, the compensation set forth in the Appendices A-1 through A-4, unless otherwise provided in the RFP.

It is expressly understood and agreed that price agreed upon in the Franchise Agreement shall be the price for the Services and shall only be adjusted as follows:

One Time Transition Period Adjustment: When the PROPOSER becomes the sole and exclusive franchisee of the Village to provide the Services, the charges as identified in Appendices A-1, A-2 and A-3 shall increase by the percentage cost adjustment factor specified in Appendix A-4.

3. PROPOSER's Representations and Warranties

In order to induce the Village to accept this Cost Proposal, PROPOSER hereby represents, warrants, and certifies as follows:

A. PROPOSER is of lawful age and the only persons interested in this Cost Proposal as principals are those named in the completed Sworn Statement attached hereto and this Cost Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. PROPOSER is not barred by law from entering into an Agreement with the Village 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 PROPOSER is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the 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.

C. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in this Cost Proposal or in the services to which it relates or in any portion of the profits thereof.

D. PROPOSER has examined the RFP, including all of its Attachments, and will, if this PROPOSER's Proposal is accepted, enter into the Draft Agreement in the form attached to the RFP, unless changes to such agreement are mutually agreed upon by the Village and PROPOSER.

E. PROPOSER does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex, or place of national origin or ancestry and PROPOSER will take all necessary affirmative action as may be required by all applicable Federal, State, and local laws, ordinances, rules, regulations, and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. A certified check, cashier's check, bank draft or proposal bond in the amount of \$25,000 has been attached to this PROPOSER's Proposal.

G. The surety and insurance commitment letters required by the RFP have been attached to this PROPOSER's Proposal.

H. PROPOSER understands and agrees that the Village 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 RFP.

I. PROPOSER understands and agrees that, if this PROPOSER's Proposal is accepted, PROPOSER shall be bound by each and every term, condition, or provision contained in this PROPOSER's Proposal and in the RFP and the Franchise Agreement to be entered into in the form referenced in the RFP.

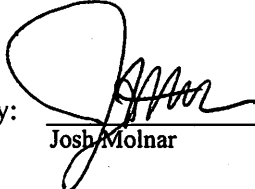
J. The persons signing this PROPOSER's Proposal possess full authority to submit this PROPOSER's Proposal on behalf of the PROPOSER and PROPOSER understands and agrees that, by submitting this Proposal, PROPOSER shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing PROPOSER's Proposals found in the RFP are satisfied.

DATED this 14th day of November, 2024.


Attest/Witness:

Groot Recycling & Waste Services, Inc.

PROPOSER

By: 

Josh Molnar

By: 

Kiel Pennington

Title: Municipal Manager

Title: Division Vice President

APPENDIX A-1
INITIAL COST PROPOSAL
COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon carts	\$ <u>26.71</u>	\$ <u>37.40</u>	\$ <u>42.74</u>	\$ <u>58.77</u>	\$ <u>69.45</u>	\$ <u>85.48</u>	<u>N/A</u>
95 gallon carts	\$ <u>26.71</u>	\$ <u>37.40</u>	\$ <u>42.74</u>	\$ <u>58.77</u>	\$ <u>69.45</u>	\$ <u>85.48</u>	<u>N/A</u>
1 cubic yard	\$ <u>29.92</u>	\$ <u>58.77</u>	\$ <u>85.48</u>	\$ <u>111.04</u>	\$ <u>144.25</u>	\$ <u>166.56</u>	<u>N/A</u>
1.5 cubic yards	\$ <u>41.64</u>	\$ <u>69.45</u>	\$ <u>96.17</u>	\$ <u>149.59</u>	\$ <u>180.58</u>	\$ <u>249.84</u>	<u>N/A</u>
2 cubic yards	\$ <u>51.29</u>	\$ <u>101.82</u>	\$ <u>152.72</u>	\$ <u>203.63</u>	\$ <u>254.54</u>	\$ <u>305.44</u>	<u>N/A</u>
*2 cy compacted	\$ <u>74.80</u>	\$ <u>149.59</u>	\$ <u>229.73</u>	\$ <u>315.21</u>	\$ <u>411.37</u>	\$ <u>507.54</u>	<u>N/A</u>
4 cubic yards	\$ <u>67.63</u>	\$ <u>135.24</u>	\$ <u>189.34</u>	\$ <u>246.14</u>	\$ <u>307.67</u>	\$ <u>476.71</u>	<u>N/A</u>
6 cubic yards	\$ <u>106.85</u>	\$ <u>211.56</u>	\$ <u>318.41</u>	\$ <u>379.32</u>	\$ <u>448.77</u>	\$ <u>534.25</u>	<u>N/A</u>
*6 cy compacted	\$ <u>240.41</u>	\$ <u>464.80</u>	\$ <u>742.61</u>	\$ <u>956.31</u>	\$ <u>1276.86</u>	\$ <u>1549.33</u>	<u>N/A</u>
8 cubic yards	\$ <u>132.07</u>	\$ <u>277.81</u>	\$ <u>427.40</u>	\$ <u>550.00</u>	\$ <u>641.10</u>	\$ <u>773.60</u>	<u>N/A</u>
10 cubic yards	\$ <u>154.93</u>	\$ <u>318.41</u>	\$ <u>464.80</u>	\$ <u>601.00</u>	\$ <u>694.42</u>	\$ <u>864.02</u>	<u>N/A</u>
20 yard roll off	\$ <u>335.00</u> per haul; Tonnage limit <u>2</u> tons; Cost per ton over limit \$ <u>65.00</u>						
30 yard roll off	\$ <u>410.00</u> per haul; Tonnage limit <u>3</u> tons; Cost per ton over limit \$ <u>65.00</u>						
40 yard roll off	\$ <u>N/A</u> per haul; Tonnage limit <u>4</u> tons; Cost per ton over limit \$ <u>65.00</u>						

	<u>Collection Only</u>	<u>Ton Limit</u>	<u>Per Ton \$/Ton Over Limit</u>	<u>Leased Service</u>
20 yard compactor	\$ <u>235.00</u> / haul	<u>N/A</u> tons	\$ <u>65.00</u> /ton	\$ <u>600.00</u> /month
25 yard compactor	\$ <u>235.00</u> / haul	<u>N/A</u> tons	\$ <u>65.00</u> /ton	\$ <u>600.00</u> /month
30 yard compactor	\$ <u>235.00</u> / haul	<u>N/A</u> tons	\$ <u>65.00</u> /ton	\$ <u>600.00</u> /month
40 yard receiver box	\$ <u>210.00</u> / haul	<u>N/A</u> tons	\$ <u>65.00</u> /ton	\$ <u>100.00</u> /month
2 yard stationary compactor rental only				\$ <u>296.00</u> /month
6 yard compactor rental only				\$ <u>296.00</u>

*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual Customer, and not the responsibility of the Village.

*The rates provided for the rental/lease of compactor equipment would require a 5 year rental/lease agreement from the business requesting it.

Rates will receive an annual increase of a fixed 5%.

APPENDIX A-2
INITIAL COST PROPOSAL
COMMERCIAL RECYCLING SERVICES

Note: Proposer must collect one 65 gallon toter, one 96 gallon toter, one 1 cubic yard container, one 1.5 cubic yard container, or one 2 cubic yard container of recyclables from each Customer per week at no additional charge (shown as NC or No Charge below). Please reflect other costs accordingly.

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon "totter"	\$ <u>NC</u>	\$ <u>49.15</u>	\$ <u>74.26</u>	\$ <u>94.03</u>	\$ <u>117.54</u>	\$ <u>141.04</u>	<u>N/A</u>
96 gallon "totter"	\$ <u>NC</u>	\$ <u>49.15</u>	\$ <u>74.26</u>	\$ <u>94.03</u>	\$ <u>117.54</u>	\$ <u>141.04</u>	<u>N/A</u>
1 cubic yard	\$ <u>NC</u>	\$ <u>50.89</u>	\$ <u>75.00</u>	\$ <u>101.78</u>	\$ <u>127.23</u>	\$ <u>152.68</u>	<u>N/A</u>
1.5 cubic yards	\$ <u>NC</u>	\$ <u>53.43</u>	\$ <u>90.00</u>	\$ <u>133.56</u>	\$ <u>144.52</u>	\$ <u>155.47</u>	<u>N/A</u>
2 cubic yards	\$ <u>NC</u>	\$ <u>49.56</u>	\$ <u>88.47</u>	\$ <u>122.88</u>	\$ <u>147.45</u>	\$ <u>208.36</u>	<u>N/A</u>
4 cubic yards	\$ <u>48.15</u>	\$ <u>98.30</u>	\$ <u>147.45</u>	\$ <u>186.99</u>	\$ <u>240.41</u>	\$ <u>293.84</u>	<u>N/A</u>
6 cubic yards	\$ <u>73.05</u>	\$ <u>146.11</u>	\$ <u>219.16</u>	\$ <u>292.22</u>	\$ <u>365.27</u>	\$ <u>438.33</u>	<u>N/A</u>
8 cubic yards	\$ <u>101.51</u>	\$ <u>170.96</u>	\$ <u>265.41</u>	\$ <u>336.58</u>	\$ <u>422.06</u>	\$ <u>507.54</u>	<u>N/A</u>
10 cubic yards	\$ <u>144.25</u>	\$ <u>203.02</u>	\$ <u>315.21</u>	\$ <u>443.43</u>	\$ <u>571.65</u>	\$ <u>699.87</u>	<u>N/A</u>
20 yard roll off	\$ <u>225.00</u> per haul; Tonnage limit <u>N/A</u> tons; Cost per ton over limit \$ <u>N/A</u>						
30 yard roll off	\$ <u>235.00</u> per haul; Tonnage limit <u>N/A</u> tons; Cost per ton over limit \$ <u>N/A</u>						
40 yard roll off	\$ <u>N/A</u> per haul; Tonnage limit <u>N/A</u> tons; Cost per ton over limit \$ <u>N/A</u>						

	<u>Collection Only</u>	<u>Ton Limit</u>	<u>\$/Ton Over Limit</u>	<u>Leased Service</u>
20 yard compactor	\$ <u>240.00</u> / haul	<u>N/A</u> tons	\$ <u>N/A</u> /ton	\$ <u>600.00</u> /month
25 yard compactor	\$ <u>240.00</u> / haul	<u>N/A</u> tons	\$ <u>N/A</u> /ton	\$ <u>600.00</u> /month
30 yard compactor	\$ <u>240.00</u> / haul	<u>N/A</u> tons	\$ <u>N/A</u> /ton	\$ <u>600.00</u> /month
40 yard receiver box	\$ <u>245.00</u> / haul	<u>N/A</u> tons	\$ <u>N/A</u> /ton	\$ <u>100.00</u> /month
2 yard stationary compactor rental only				\$ <u>296.00</u> /month
6 yard compactor rental only				\$ <u>296.00</u>

***Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual Customer, and not the responsibility of the Village.**

*The rates provided for the rental/lease of compactor equipment would require a 5 year rental/lease agreement from the business requesting it.

Rates will receive an annual increase of a fixed 5%.

APPENDIX A-3
INITIAL COST PROPOSAL
ORGANIC MATERIAL SERVICES

Note: If an organic material services proposal is accepted, additional terms may be added to the Draft Agreement.

Description of Service: Organic material container service on an “As-Needed” or “Per Pull” Basis. Organic material includes food scraps and landscape waste as defined in Illinois Environmental Protection Act.

<u>Container Size</u>	Cost “Per Pull”
65 gallon cart	\$ <u>65.00/month *organics only</u>
95 gallon cart	\$ <u>85.00/month **organics only</u>
1 cubic yard	\$ <u>50.00 landscape only</u>
1.5 cubic yards	\$ <u>55.00 landscape only</u>

If any of the above pricing on a per pull basis would be lowered based on volume (i.e., one location having a need for multiple containers) please explain:

Landscape waste collection rates above will be charged on an "on call" basis. For scheduled once per week collection of a 1 yard or 1.5 yard container, we would propose a rate of \$105.00 per month.

*Organics collection will be charged \$65.00 per month for weekly collection of 1-65 gallon cart.

**Organics collection be charged \$85.00 per month for weekly collection of 1-95 gallon cart.

Rates will receive an annual increase of a fixed 5%.

APPENDIX A-4
INITIAL COST PROPOSAL
ONE-TIME ADJUSTMENT, ADDITIONAL FEES AND AWARDING OF BOTH
COLLECTION AGREEMENTS

ONE-TIME ADJUSTMENT

One-Time Transition Period Cost Adjustment 5.00% percent

The above adjustment is to be applied to all costs in this Appendix A as of the date that Contractor's exclusive franchise for commercial hauling services begins (May 1, 2026 or as soon thereafter as is permissible by law).

ADDITIONAL FEES

Note: These additional fees are exempt from any increase provided in the Draft Agreement and shall remain the same throughout the term of the Franchise Agreement.

Additional fees may be charged for the following:

1. Excess waste inside or beside the container
(~~after 3rd documented incident~~) \$ 28.00 Per Incident
 2. Container delivery fee for a change
due to aesthetics, cleanliness or odor only \$ 125.00 Per Container
 3. Recycling contamination fee (after 5th
documented incident) \$ 28.00 Per Cubic Yard
-

Rates will receive an annual increase of a fixed 5%.

12. Supervisory Oversight

Groot will utilize a full time supervisor for the Village of Lindenhurst and collections will be supervised each week. Duties include assisting drivers in servicing their routes and being immediately available to customers who encounter any service problems. Groot utilizes a representative that specifically handles the commercial franchise agreements which allows for customer questions or concerns to be fielded promptly on the spot. Every morning drivers are required to meet with the commercial supervisor. Drivers will receive instructions on scheduling extra service requests for their route, any equipment changes and special routing demands. By closely supervising the routes progress near its completion, adjustments can be made readily with adjoining routes to handle any late service requests or cover routes which may be running late.

Officers:

<u>Name</u>	<u>Office</u>
Ronald J. Mittelstaedt	President and Chief Executive Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
James M. Little	Executive Vice President - Engineering and Disposal
Patrick J. Shea	Executive Vice President, General Counsel and Secretary
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Matthew S. Black	Senior Vice President - Chief Accounting Officer
Robert M. Cloninger	Senior Vice President, Deputy General Counsel/Assistant Secretary
David G. Eddie	Senior Vice President - Performance Optimization
Eric O. Hansen	Senior Vice President - Chief Information Officer
Susan R. Netherton	Senior Vice President - People, Training and Development
Robert A. Nielsen III	Senior Vice President - Operations
Dan Pio	Senior Vice President - Operations
Philip J. Rivard	Senior Vice President – Business Development
Joe G. Box	Vice President - Investor Relations
Andrea R. Click	Vice President - Tax
Keith P. Gordon	Vice President - Information Systems
Michelle L. Little	Vice President - Community Affairs and Corporate Giving
Shawn W. Mandel	Vice President - Safety and Risk Management
John M. Perkey	Vice President, Deputy General Counsel –Compliance and Government Affairs
Jason W. Pratt	Vice President - Corporate Controller
Kurt R. Shaner	Vice President - Engineering and Sustainability
Gregory Thibodeaux	Vice President - Maintenance and Fleet Management
Colin G. Wittke	Vice President – Sales and Customer Engagement

Directors:

Ronald J. Mittelstaedt

Address for all Officers and Directors:

3 Waterway Square Pl., Ste. 110, The Woodlands, TX 77380

**WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
GROOT RECYCLING & WASTE SERVICES, INC.**

The undersigned, being the sole director of GROOT RECYCLING & WASTE SERVICES, INC., an Illinois corporation (the "Company"), consents to the following actions and adopts the following resolutions:

BE IT RESOLVED that Kiel Pennington, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Commercial Waste Collection Services for the Village of Lindenhurst, Illinois, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole director of the Company, has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: October 7, 2024



Ronald J. Mittelstaedt, Director



PROPOSAL SECURITY

APPENDIX C

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] Groot Recycling & Waste Services, Inc
40 Porter Drive, Round Lake Park, IL 60
as Principal (hereinafter called the "Proposer"),

and [insert full name and address of surety here:] Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830
(hereinafter called the "Surety"),

are held and firmly bound unto the VILLAGE OF LINDENHURST as the obligee (hereinafter called the "Village") in the full and just sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the payment of which sum of money well and truly to be made, Proposer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Proposer has submitted a Proposal dated December 16, 2024, to the Owner titled "[insert title]." (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Proposer shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by the Owner, the Proposer shall (1) timely submit all the bonds and all the certificates and policies of insurance required of it, (2) timely execute the Franchise Agreement, in the form included in the bound Request for Proposals, and all other required documentation related to the Franchise Agreement, and (3) in all other respects, perform the agreement created by the Village's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety under this bond shall be in no way impaired or affected by any extension of the time within which the Village may accept the Proposal, and the Surety does hereby waive notice of any such extension.

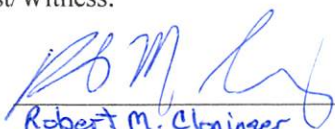
The Village shall have no obligation to actually incur any expense or correct any deficient performance of the Proposer in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators or successors of the Village.


[Signature page follows.]

Signed and sealed this 16th day of December 2024.

Attest/Witness:

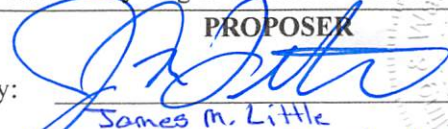
By: 
Robert M. Cloninger
Title: Senior Vice President, Deputy
General Counsel and Assistant Secretary

Attest/Witness:

By: 
Jennifer J. McComb, Secretary

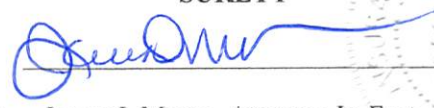
Groot Recycling & Waste Services, Inc

PROPOSER

By: 
James M. Little
Title: Executive Vice President - Engineering
and Disposal

Berkley Insurance Company

SURETY

By: 
James I. Moore, Attorney-In-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **James I. Moore**

Surety Bond No.: Bid Bond
Principal: Groot Recycling & Waste Services, Inc.
Obligee: Village of Lindenhurst

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal)  Attest:
By 
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT


Notary Public, State of Connecticut


MY COMMISSION EXPIRES 04-30-2029

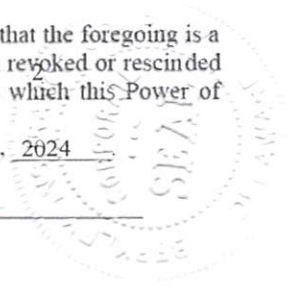
CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of December, 2024

(Seal) 


Vincent P. Forte



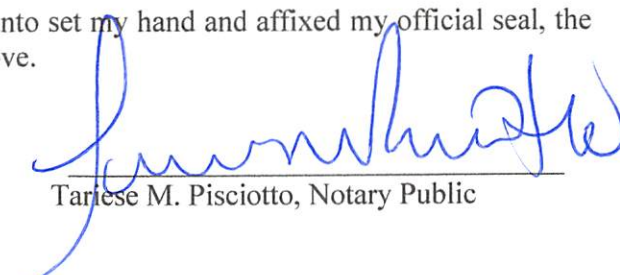
STATE OF ILLINOIS

COUNTY OF DUPAGE}

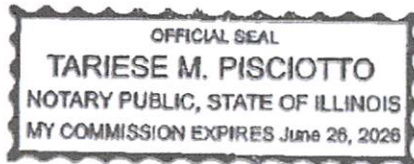
On December 16, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Berkley Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, June 26, 2026



Tariese M. Pisciotto, Notary Public





PERFORMANCE BOND INTENT

December 16, 2024

Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, IL 60046

Re: Groot Recycling & Waste Services, Inc.
Commercial Waste Collection Services

To Whom It May Concern:

We have been advised by our client, **Groot Recycling & Waste Services, Inc.**, that they are bidding the above referenced project. It is our opinion that **Groot Recycling & Waste Services, Inc.**, is qualified to perform the above caption project. At their request, we will give favorable consideration to providing the required bonds.

Please be advised that should **Groot Recycling & Waste Services, Inc.**, be awarded the job and enter in an acceptable contract, **Berkley Insurance Company**, will issue the required Bonds. **Berkley Insurance Company** is licensed to do business in Illinois with an A.M. Best Rating of A+ (Excellent) and a financial size category of XV (\$2 Billion or Greater).

The execution of the bonds shall be subject to our standard underwriting at the time of final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

We have every confidence in **Groot Recycling & Waste Services, Inc.**, and its organization and likewise recommend them for your favorable consideration. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



James I. Moore
Attorney-In-Fact
Berkley Insurance Company



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Letter

Principal: Groot Recycling & Waste Services, Inc.

Obligee: Village of Lindenhurst

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal)



Attest:

By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date, 2024

Given under my hand and seal of the Company, this 16th day of December, 2024.

(Seal)



Vincent P. Forte
Vincent P. Forte

STATE OF ILLINOIS

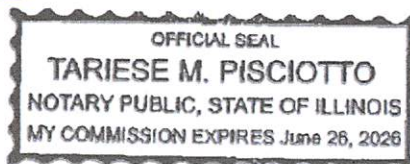
COUNTY OF DUPAGE}

On December 16, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Berkley Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, June 26, 2026


Tariese M. Pisciotto, Notary Public





PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	CONTACT NAME: Certificate Unit PHONE (A/C No. Ext): (949)-474-1550 E-MAIL ADDRESS: WCNCerts@epicbrokers.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Groot Recycling & Waste Services, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	INSURER A : ACE American Insurance Company		22667
	INSURER B : ACE Property and Casualty Insurance Co		20699
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 448496366

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG47346447	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH10755268	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEUG27614620010	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50723781	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Village of Lindenhurst
 2301 Sand Lake Road
 Lindenhurst IL 60046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

REFERENCES



REFERENCES

Please note, just a few of the communities Groot Industries services in the Chicago area are listed below. Currently, we have exclusive contracts in 81 communities with over 600,000 residences serviced every week. Additional references are available upon request.

Community Served

Village of Libertyville

118 West Cook Street
Libertyville, IL 60048
Kelly Amidei, Village Administrator
(847) 362-2430

Village of Grayslake

10 S. Seymour Avenue
Grayslake, IL 60030
Mike Ellis, Village Manager
(847) 223-8515

Village of Lake Bluff

40 East Center Avenue
Lake Bluff, IL 60044
Mr. Drew Irvin, Village Administrator
(847) 234-0774

Service Provided

Contract Start: 2006
Commercial Franchise-Over 1,000 Businesses
Providing refuse, recycling services

Contract Start: 2015
Commercial Franchise-Over 650 Businesses
Providing refuse & recycling services

Contract Start: 2021
Commercial Franchise: Over 270 Businesses
Providing refuse, recycling services

ASSUMPTIONS, DEVIATIONS & EXCEPTIONS



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

Groot Recycling & Waste Services, Inc. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the **Request for Proposal for Commercial Waste Collection Services** (“RFP”) issued by the **Village of Lindenhurst, Illinois** (the “Village”). These items are intended to identify areas of concern and remain negotiable. These items include but are not limited to the following as additional discussions may present language that may need revision. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractors proposal is based on an award for all services (refuse, recycling and landscape waste/organics) provided for under this response unless otherwise mutually agreed to.
- Contractor takes exception to the Closing Date period and requests that a reasonable amount of time following the award of the contract be granted to the successful bidder to negotiate mutually agreeable contract terms with the Village.
- Contractor takes exception to the language pertaining to the transition period as the rates provided for within the proposal will only be available to Customers if at least 90% of the Customers under the eventual franchise are participating.
- Contractor does not take exception to Section 4.4 (a) as long as the Round Lake Park transfer station remains as an approved/designated facility. Contractor does take exception to Section 4.4 (a)(3) as the Contractor shall continue to utilize the Round Lake Park transfer station throughout the life of the agreement.
- Contractor takes exception to Section 4.4 (c) as our proposal is predicated on Contractor utilizing a compost facility at it’s sole discretion throughout the contract term.



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

- Contractor takes exception to Section 4.4 (b) as regards to the ability of the Village to designate an alternate MRF at its sole discretion. Contractor would require language that would restrict any facility to be located within 40 miles from the Contractor's Round Lake Park Transfer Station, the Contractor having the option to provide recyclable materials collected from outside of the Village in like volume and require Village notification at least 90 days prior. Final contract language to be mutually agreed upon.
- Contractor takes exception to Section 5.1 (c) of the draft agreement and requires deletion and replacement with language that stipulates an annual fixed increase of 5%.
- Contractor takes exception to the liquidated damages related to the proposal security and requests that the Village allow a cure period before assessing liquidated damages against a Proposer that fails to perform any actions described in Section 5.2.13(B).
- Contractor takes exception to the Proposal Bond form to the extent its terms would require Contractor to surrender the full sum of the Proposal Bond as a penalty or liquidated damages in the event of Contractor's default. Contractor agrees to forfeit only sums equal to actual damages incurred by the Village as a result of Contractor's nonperformance.
- Contractor takes exception to the Performance Bond form and requests that the Performance Bond be issued on annually renewable terms. Further, Contractor takes exception to a penal Performance Bond and agrees to forfeit only sums equal to actual damages incurred by the Village as a result of Contractor's nonperformance.
- Contractor takes exception to any provision that requires the Contractor to indemnify the Village for claims other than those that arise from Contractor's negligence or willful misconduct. Further, Contractor shall be liable only for direct damages.
- Contractor takes exception to provisions that require Contractor to address complaints, performance issues, or other requests within "days" or "hours" and instead requests that Contractor's period of time to address such matters is measured by business days.



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

- Contractor takes exception to any bar imposed by the Franchise Agreement on Contractor's time to file a suit or action against the Village and requests that the statute of limitations provided by Illinois law govern.
- Contractor takes exception to the minimum insurance requirements. Contractor would agree to carry policies with the following limits:

Commercial General Liability	\$2,000,000 each occurrence \$5,000,000 general aggregate \$1,000,000 personal and advertising injury
Commercial Auto Liability	\$5,000,000 combined single limit

Further, Contractor would continue to carry such policies but would not continue to name the Village as an additional insured following termination of the Franchise Agreement. Contractor, rather than Contractor's insurer, shall provide the Village with prior written notice of any policy changes and such notice provision shall not be included in Contractor's policy or endorsements. Lastly, Contractor shall not provide the Village with copies of its insurance policies because such policies contain proprietary information.

- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the Village and Contractor:
 1. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Village and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

2. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
3. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
4. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
5. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
6. Notwithstanding anything herein to the contrary, Contractor may pass through and the Customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
7. Contractor shall not be in breach of this Agreement for failing to service a Blocked Container.



APPENDIX B

COMMERCIAL SOLID WASTE SERVICES FRANCHISE AGREEMENT

BETWEEN

VILLAGE OF LINDENHURST

AND

GROOT RECYCLING & WASTE SERVICES, INC.

DATED: _____

TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE	_____	1
ARTICLE I.	DEFINITIONS _____	1
Section 1.1	Definitions _____	1
Section 1.2	Rules of Construction _____	3
ARTICLE II.	SCOPE OF SERVICES _____	3
Section 2.1	Commercial Services _____	3
Section 2.2	Private Services _____	4
Section 2.3	Excluded Services _____	4
Section 2.4	Exempted Services _____	4
Section 2.5	Modification of Required Services _____	4
Section 2.6	Integration of RDP _____	4
ARTICLE III.	TERM OF AGREEMENT _____	5
Section 3.1	Term of Agreement _____	5
ARTICLE IV.	SOLID WASTE COLLECTION AND DISPOSAL _____	5
Section 4.1	Commercial Service _____	5
Section 4.2	Private Service _____	5
Section 4.3	Schedule and Location of Collection _____	6
Section 4.4	Disposal _____	6
Section 4.5	Solid Waste Collection Data _____	7
ARTICLE V.	COMPENSATION _____	8
Section 5.1	Commercial Service _____	8
ARTICLE VI.	REVENUE COLLECTION _____	10
Section 6.1	Billing of Accounts _____	10
Section 6.2	Private Service _____	10
ARTICLE VII.	TITLE TO COMMERCIAL MATERIALS _____	10
Section 7.1	Title to Commercial Materials _____	10
ARTICLE VIII.	RECYCLABLE MATERIALS _____	10
Section 8.1	Recyclable Materials Collection Service _____	10
Section 8.2	Recycling Marketing and Education _____	11
ARTICLE IX.	CUSTOMER SERVICE STANDARDS _____	11
Section 9.1	Service Options; Changes in Service _____	11
Section 9.2	Office and Telephone _____	11
Section 9.3	Minimum Customer Service Standards _____	12
Section 9.4	Cleanliness _____	13

Section 9.5	Customer Service Survey	13
Section 9.6	Liaison	13
ARTICLE X.	BREACH; EVENTS OF DEFAULT AND REMEDIES	14
Section 10.1	Breach by Contractor	14
Section 10.2	Events of Default and Remedies of Village	14
Section 10.3	Force Majeure	16
ARTICLE XI.	INSURANCE AND INDEMNIFICATION	16
Section 11.1	Insurance	16
Section 11.2	Indemnification	17
ARTICLE XII.	MISCELLANEOUS	17
Section 12.1	Non-Assignability	17
Section 12.2	Equal Employment Opportunity	17
Section 12.3	Performance Bond	19
Section 12.4	Equipment to be Used by Contractor	19
Section 12.5	Compliance with Laws	20
Section 12.6	Care and Performance	20
Section 12.7	No Alcohol or Drugs	21
Section 12.8	Governing Law	21
Section 12.9	Severability	21
Section 12.10	Entire Agreement	21
Section 12.11	Notices	21
Section 12.12	Publicity	22
Section 12.13	No Interpretation against Drafter	22
Section 12.14	Independent Contractor	22

EXHIBITS

EXHIBIT A	Schedule of Initial Rates and Prices
EXHIBIT B	Minimum Insurance Provisions
EXHIBIT C	Form of Performance Bond

This **COMMERCIAL SOLID WASTE & RECYCLING SERVICES FRANCHISE AGREEMENT** ("**Agreement**") is made and entered into as of the ____ day of _____, 2024 by and between _____ **Groot Recycling & Waste Services, Inc.**, (the "**Contractor**") and the Village of Lindenhurst, Illinois (the "**Village**"). For convenience, the Contractor and the Village may be individually referred to as a "Party," or collectively as "Parties."

PREAMBLE

WHEREAS, the Village, in order to protect the public health and welfare of its residents and commercial, industrial, multifamily residential, and institutional entities, has deemed it necessary to collect, recycle, transport, and dispose of Commercial Materials; and

WHEREAS, the Village is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation, and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Village desires to provide municipal waste collection, recycling, transportation and disposal services to its residential, commercial, industrial, multifamily residential, and institutional entities, and to impose on its commercial, industrial, multifamily residential, and institutional entities rates and charges relating to such services; and

WHEREAS, the Village has determined that it is in the best interests of its commercial, industrial, multifamily residential, and institutional entities to contract with a single waste hauler to collect, transport, and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, is willing to collect, transport, and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions

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

- a) "Agency" means the Solid Waste Agency of Lake County, known as SWALCO.
- b) "Blocked Container" means a container that requires emptying pursuant to the terms of this Agreement, but which cannot be emptied, through no fault of the Contractor, due to physical obstruction impeding ingress or egress around the container.
- c) "Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Sections 10.1 or 10.2 of this Agreement.

- d) "Commencement Date" has the meaning set forth in Section 3.1 of this Agreement.
- e) "Commercial Materials" means Municipal Waste, Recyclable Materials, Organic Material, and any other similar materials.
- f) "Commercial Services" has the meaning set forth in Section 2.1 of this Agreement.
- g) "Contractor" means ~~_____~~ Groot Recycling & Waste Services, Inc., an (insert incorporating State)Illinois corporation, and its successors and assignees.
- h) "Customer" means an individual commercial, industrial, institutional entity, or multi-family residential properties containing more than eight (8) residential dwelling units that is not otherwise receiving garbage, recycling, and/or organic material hauling services through a Village franchise agreement and that is authorized by law to receive such franchise services from the Village.
- i) "Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Sections 10.3 and 10.4 of this Agreement.
- j) "Excluded Waste" means radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- k) "Food Scraps" mean garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.
- l) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described at 415 ILCS 5/3.270.
- m) "Municipal Waste" means garbage, refuse, industrial, lunchroom, or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities; provided, however, that "Municipal Waste" shall not include Recyclable Materials or Organic Material.
- n) "Organic Material" means food scraps as described at 415 ILCS 5/3.197, and Landscape Waste as defined herein.
- o) "Prior Rate" shall mean the rate paid by a Customer in the calendar month prior to the date on which the Contractor commenced the provision of Commercial Services to that Customer, for services similar to the Commercial Services.
- p) "Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.
- q) "Recyclable Materials" means aluminum cans, tin, steel, and bi-metal cans; clear, green, and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown Kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#5 plastic containers and bags, aseptic beverage containers, and any other material or materials which the Village and Contractor mutually identify as a "Recyclable Material" subsequent to the execution of this

- Agreement, pursuant to Section 8.1(d) of this Agreement.
- r) "Recycling Contamination" means when at least 10% of the contents of the recycling container includes material that is not included in the definition of Recyclable Materials.
 - s) "RFP" means the Village's Request for Proposal for Commercial Waste Collection Services dated October 15, 2024.
 - t) "State" means the State of Illinois.
 - u) "Transition Period" has the meaning set forth in Section 2.1 of this Agreement.
 - v) "Village" means the Village of Lindenhurst, Illinois.
 - w) "Village Code" means "The Village of Lindenhurst Municipal Code," as now or hereafter amended.

Section 1.2 Rules of Construction

- a) 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.
- b) Defined Terms. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and the other provisions of this Agreement.
- c) Headings. The headings, 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.
- d) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Commercial Services

Pursuant to this Agreement, the Contractor shall provide complete service for designated collection from commercial, industrial, multifamily residential, or institutional entities as well as transportation and disposal (or sale) of collected Commercial Materials at one or more facilities as determined by the Village (for the landfilling of Municipal Waste and the processing of Recyclable Materials) or as potentially determined by the Village (for Organic Material) from Customers (collectively, the "*Commercial Services*").

After May 1, 2026, or as is permissible by law, the Contractor shall be the sole and exclusive franchisee of the Village to provide Commercial Services to Customers under this Agreement. Between the Commencement Date of approximately January 27, 2025, and the date that the exclusive franchise

begins May 1, 2026 (the “*Transition Period*”), the Contractor shall provide Commercial Services pursuant to this Agreement to any Customer who requests Commercial Services prior to Contractor’s exclusive franchise. Should the total percentage of participating Customers under this contract serviced reach or exceed 90%, aAny Commercial Services so provided shall be pursuant to this Agreement and at the prices provided in this Agreement.

As of the Commencement Date, any provision of Commercial Services by Contractor to Customers, whether voluntary or mandated by the Village, shall only be as provided in this Agreement and at the rates of compensation provided in this Agreement should the total percentage of participating Customers within the Village reach 90%. Contractor agrees that, no later than 60 days after the effective date of this Agreement and upon 90% participation rate, it will transition its existing Customer accounts to be governed by the terms of this Agreement.

Section 2.2 Private Services

The Contractor shall, on its own behalf (and not on behalf of the Village), provide for the collection, transportation, and disposal of all Private Service waste in accordance with the provisions of Section 4.2 of this Agreement.

Section 2.3 Excluded Services

Notwithstanding any provision of this Agreement to the contrary, the following services are not included within this Agreement:

- a) In general, solid waste collection, transportation, and disposal from all single-family residential properties;
- b) Temporary roll-off services;
- c) Temporary construction/demolition debris collection and disposal services; and
- d) Commercial Services otherwise exempt from this Agreement by the Village Code, as it may be amended from time to time.

Section 2.4 Exempted Services

Solid waste collection, transportation, and disposal from any commercial, industrial, multifamily residential, and institutional customer within the Village are not included within this Agreement if the Village approves the exemption of any such services under the terms of the applicable provisions of the Village Code.

Section 2.5 Modification of Required Services

The Village reserves the right to adjust or expand the scope of the Commercial Services required under this Agreement to accommodate changes in the definition of Commercial Materials or changes in the scope of services provided by SWALCO upon mutual agreement and thirty (30) days written notice to the Contractor. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Commercial Services.

Section 2.6 Integration of RFP

The terms of the Request for Proposals issued ~~October~~October 15, 2024 (“*RFP*”) are hereby

incorporated as if fully set forth herein. Should any terms of the RFP or any other Contract Documents directly conflict with the terms of this Agreement, the terms of this Agreement shall control, as provided in Section 12.10 of this Agreement.

ARTICLE III
TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on May 1, 2026 ("**Commencement Date**"), and end on April 30, 2031. Upon the mutual written consent of both Parties, this Agreement may be extended for up to five (5) additional successive one-year renewal terms.

At the end of any contract term the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of transitioning to a new collection service provider.

ARTICLE IV
SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

- a) Commercial Materials shall be collected by the Contractor in accordance with the schedule provided in Section 4.3 of this Agreement and transported in accordance with Section 4.4 of this Agreement.
- b) During the Transition Period, the Contractor shall provide Commercial Services to all Customers within the Village who request Commercial Services from Contractor prior to Contractor's exclusive franchise. Any Commercial Services so provided shall be pursuant to this Agreement and at the prices provided in this Agreement.
- c) After the conclusion of the Transition Period, the Contractor shall provide Commercial Services to all Customers within the Village except those who have a current exemption in accordance with Section 2.4 of this Agreement. A Customer with a current exemption may still voluntarily request that the Contractor provide Commercial Services pursuant to this Agreement.

Section 4.2 Private Service

- a) In addition to the Commercial Services provided by the Contractor under Section 4.1 of this Agreement, the Contractor may also make available to all Customers ~~Private Service~~ Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to, Hazardous Waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6992k.
- b) For services provided pursuant to this Section 4.2, the Contractor agrees to keep available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor.
- c) Nothing in this Agreement provides for exclusive rights of the Contractor to provide Private Service in the Village.

Section 4.3 Schedule and Location of Collection

- a) Commercial Materials shall be collected in compliance with all applicable provisions of the Village Code, including, without limitation, Title V, Chapter 50 of the Village Code. The Contractor acknowledges that the Village may amend certain provisions of the Village Code in conjunction with the Village’s consideration of the award of this Agreement and agrees to comply with the applicable provisions of the Village Code, as now or hereafter amended.
- b) Private Service waste shall be collected in accordance with the provisions of Section 4.2 of this Agreement on days to be mutually agreed upon by the respective Customer and the Contractor.
- c) The Village agrees to cooperate in providing information, if any, relating to property vacancies or any other information that will assist the Contractor in the performance of its obligations under this Agreement.
- d) The Contractor shall make its best effort to provide the level of service and the timing of that service as requested by the Customer.

Section 4.4 Disposal

- a) Municipal Waste.
 - 1) Municipal Waste shall be removed from the Village at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor’s sole cost and expense.
 - 2) The Contractor acknowledges that the SWALCO-designated facilities in operation as of the effective date of this Agreement are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, and the Round Lake Park Transfer Station in Round Lake Park.
 - 3) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.
- b) Recyclable Materials.
 - 1) All Recyclable Materials shall be collected, separated, and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - 2) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the “*Designated Facility*”), if and when SWALCO enters into an agreement. As of the Commencement Date of this Agreement, SWALCO does not have an agreement in place with a recycling facility, therefore the Contractor shall choose its own facility to take the Village’s Recyclable Materials to and notify the Village within thirty (30) days of such location.

Commented [JM1]: Contractor has some exceptions to this section under our “Assumptions, Deviations and Exceptions” section of this proposal.

Notwithstanding the foregoing, the Village reserves the right to designate an alternate Designated Facility.

- 3) The Contractor shall abide by the **Rules and Regulations** set forth by the Designated Facility. The Village may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility.
- 4) No Recyclable Materials may be deposited in a landfill or waste incinerator without the prior knowledge and consent of the Village.

Commented [MH2]: "Rules and Regulations" is not defined.

c) Organic Material.

- 1) All Organic Material shall be disposed of in a lawful manner.
- 2) Not less than 60 days prior to the date on which the Contractor commences disposal of Organic Material at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Organic Material facility that, in the sole opinion of the Village, is more cost effective than the facility previously being used by the Contractor under this Agreement.
- 4) No Organic Material may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village.

- d) In the event that the Village ~~and the Contractor mutual agree to direct~~ the disposal of any Commercial Materials to any alternate facility pursuant to this Section 4.4, the Village and the Contractor agree to establish an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

Section 4.5 Solid Waste Collection Data

- e) The Contractor shall provide to the Village and SWALCO, on a quarterly basis broken down by month, a report on : (i) the quantity (in tons) of all commercial solid waste collected within the Village; (ii) recycling diversion data, including the quantity (in tons) of commercial recyclables and organic material recycled and composted, and the number of business accounts that have recycling containers; and (iii) a breakdown of the number of Customers.
- f) The Contractor shall prepare and deliver to the Village, at least once every twelve (12) calendar months, a service matrix, which shall include, without limitation: the name, service address, billing address (if different), contact person, ~~and~~ ~~telephone number,~~ ~~and~~ ~~fax number~~ of each Customer; the type and quantities of containers located on each Customer's site; the frequency of collections from each site; and an itemization of the days of collections and the current service rate applicable to each Customer.
- g) The Contractor acknowledges and agrees that program data and other public information will be provided by the Village to each Customer upon request.

- h) Failure to report the data required by this Section 4.5 may result in the Village assessing the Contractor up to \$100, as stipulated liquidated damages and not as a penalty, for each ~~day~~week the required data is not submitted to the Village or SWALCO.

**ARTICLE V
COMPENSATION**

Section 5.1 Commercial Service

- a) For providing for, pursuant to this Agreement, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities determined by the Village, and for providing revenue collection services, the Contractor shall receive as compensation from each Customer the rates set forth in Exhibit A attached to this Agreement, except as otherwise provided in this Section. Except for charges for overweight or overfilled containers, ~~the~~ Contractor shall not impose or assess any fuel surcharges, administrative fees, environmental fees, or charge Customers any amounts in excess of the charges permitted in **Exhibit A**.
- b) One-Time Transition Period Adjustment. At the conclusion of the Transition Period, the charges as identified in **Exhibit A** shall increase by the percentage cost adjustment factor provided in **Exhibit A**.
- e) Annual Adjustment. On May 1, 2027, and on each twelve-month anniversary date thereafter (the "Adjustment Date"), the charges as identified in **Exhibit A** shall increase by 5%, in the amount of 100% of the percentage increase of the CPI-U; provided, however, that no such annual increase may exceed five percent (5%) of the amount payable for the previous period. The charges as identified in Exhibit A shall not decrease in the event that the CPI-U decreases.
- c) The percentage increase in the CPI-U on each Adjustment Date shall be determined by comparing the CPI-U from January preceding the Adjustment Date ("Most Recent CPI-U") to the CPI-U reported by the U.S. Department of Labor for January in the year immediately preceding the year of the Most Recent CPI-U. The CPI-U means the Chicago-Naperville-Elgin Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).
- d) The Contractor shall notify the Village in writing at least sixty (60) days prior to the effective date of any proposed increase in charges, and such increase shall not be effective until approved by the Village in writing as complying with the terms of the Agreement. The Village shall not be obligated to approve any proposed increase unless the Contractor is currently in compliance with the reporting requirements provided in Sections 4.5 and 8.1(c).
- e) Rate Grandfathering. Notwithstanding the rates set forth in **Exhibit A** to this Agreement, if a Customer's Prior Rate is lower than the applicable rate set forth in **Exhibit A**, as adjusted from time to time pursuant to this Section 5.1, that Customer shall not be charged more than its Prior Rate for the first twelve (12) months of Commercial Services received under this contract. Thereafter, the Customer shall pay the applicable rate set forth in **Exhibit A**, as adjusted pursuant to this Section 5.1.
- f) Free Recycling Service. The Contractor acknowledges and agrees that pursuant to **Exhibit A** of this Agreement, there shall be no charge for the weekly collection of Recyclable

Formatted: Justified

Formatted: List Paragraph, Justified, Indent: Hanging: 0.5", Right: 0", Space Before: 12.1 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.61" + Indent at: 1.11", Tab stops: 1.11", Left

Materials from any individual Customer using one 4 cubic yard container or smaller with once per week service; provided that the Contractor is not obligated to provide free services to a Customer under this subsection unless the Customer is also receiving paid services. If Customers are sharing containers for Municipal Waste disposal or are part of a larger building or strip mall that has multiple Customers, each individual Customer within the building or strip mall shall be provided one 65-gallon toter, one 96-gallon toter, or one 1, 1.5, 2, or 4 cubic yard container for recycling, if requested. All other collections of Recyclable Materials shall be charged at the rates set forth in **Exhibit A** of this Agreement, including, without limitation, collections from Customers using multiple toters or containers.

- g) Waste In Excess of Container Capacity. The Contractor is responsible for determining if each Customer is receiving sufficient service in terms of frequency of collection and on-site containers. If the Contractor deems that the capacity of on-site storage at the site of a Customer is exceeded regularly, it shall recommend to the Customer an increase in collection frequency or an upgrade of the container size and notify the Village of this recommendation. If a Customer leaves Municipal Waste outside of the Municipal Waste container, the Contractor may charge an excess Municipal Waste fee as set forth in **Exhibit A** (this does not apply to the Recyclable Materials or Organics containers). If a Customer decides to change container size, ~~such change shall be made at no cost to the Contractor shall not charge the~~ Customer ~~a delivery fee~~. If the Customer decides to change containers and not the size of the container it may be charged a delivery fee as set forth in **Exhibit A**.
- h) Labeling. All containers utilized for the collection of Commercial Materials shall be properly labeled to indicate what materials are and are not accepted in the container. The labels to be used for the containers shall be prior approved by the Village whose approval shall not be unreasonably withheld.
- i) Recycling Contamination. If the Contractor encounters Recycling Contamination in the recycling container, the Contractor is responsible for photographing (with a stamp identifying the date and time the photograph was taken) the contamination and notifying the Customer of the contamination issue and what items are not acceptable. After identifying five (5) separate instances of Recycling Contamination within a calendar year, the Contractor may charge a Recycling Contamination fee as set forth in **Exhibit A**.
- j) Blocked Containers. In the event the Contractor is unable to provide collection services for any Commercial Materials container due to a Blocked Container, Contractor shall photograph the Blocked Container (with a stamp identifying the date and time the photograph was taken). ~~Contractor shall not be held in breach of this Agreement for failing to service a Blocked Container.~~ If the Contractor encounters a Blocked Container three (3) times with one year at the same Customer, the Contractor may notify the Village, providing the photographs required by this section. The Village will then notify the Customer of the Blocked Container concern and work with the Customer to avoid having a Blocked Container in the future.
- k) In the event that a Customer is unable to utilize any of the containers identified in **Exhibit A** of this Agreement, the Contractor shall charge that Customer pro-rated rates for the provisions of the Commercial Services, based upon the size and type of containers utilized by that Customer.

Commented [JM3]: Need clarification from the Village on this before Contractor can proceed with language as is?

ARTICLE VI
REVENUE COLLECTION

Section 6.1 Billing of Accounts

The Contractor shall, on a monthly basis, bill each Customer, an amount payable for the collection, transportation, and disposal (or sale) of Commercial Service waste and recycling for the following month. Each bill shall be payable by the Customer within thirty (30) days. The Village shall not be liable for any claim arising from a Customer's failure to pay for Commercial Services.

Section 6.2 Private Service

The Contractor may, but is not required to, include as an item on each Customer's bill an amount payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from each commercial entity pursuant to this Section 6.3. Alternatively, the Contractor may bill Customer separately for Private Service. The Village shall not be liable for any claim arising from a Customer's failure to pay for Private Service.

ARTICLE VII
TITLE TO COMMERCIAL MATERIALS

Section 7.1 Title to Commercial Materials

The Contractor shall retain title to all Commercial Materials collected pursuant to this Agreement. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

ARTICLE VIII
RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Commercial Recycling Service. The Contractor shall collect, transport, and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) Disposition of Recyclable Materials. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials. Contractor acknowledges that SWALCO may in the future have a rebate program whereby the Agency receives certain funds from the Designated Recycling Facility and distributes a portion of these funds to its members, including the Village, and Contractor waives any claim to any portion of the funds collected by the Agency through this program.
- c) Recyclable Materials Collection Data. The Contractor shall provide to the Village and SWALCO a quarterly report, broken down by month, on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates. Failure to report the data required by this Section 4.5 may result in the Village assessing the Contractor up to \$100, as stipulated liquidated damages and not as a penalty, for each ~~day~~week the required data is not submitted to the Village or SWALCO.

- d) The Village shall have the rightability, upon mutual agreement, to add materials to the list of Recyclable Materials listed in Section 1.1(o) of this Agreement, pending the availability of disposal or resale markets for the added materials and the prior approval of the Contractor.
- e) The Contractor, pursuant to this Agreement, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated without the prior knowledge and consent of the Village, provided, however, Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
- f) The Contractor agrees to meet periodically with representatives from the Village and the Lindenhurst business community to: (1) review the provision of commercial recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of commercial recycling and other sustainability initiatives within the Village.

Section 8.2 Recycling Marketing and Education

The Contractor shall make reasonable efforts to encourage all Customers to participate in the weekly collection of Recyclable Materials and/or Organics. Such reasonable efforts shall include, without limitation, meeting personally with representatives of each eligible Customer to provide each such Customer with information regarding Recyclable Materials and Organics services under this Agreement. It is expected that: (a) by May 1, 2027, and at the end of each service year thereafter, at least 60% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Materials and/or Organics, and (b) by May 1, 2029 at least 75% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Material and/or Organics. In the event that the Customer participation rate in the service providing weekly collection of Recyclable Materials does not average at least 75% [as reflected in the quarterly reports to be provided pursuant to Section 8.1(b)], then Contractor shall meet with the Village on a quarterly basis to review recycling participation among Customers and identify additional steps and programs that Contractor and Village shall undertake to enhance participation among Customers in the collection of Recyclable Materials.

**ARTICLE IX
CUSTOMER SERVICE STANDARDS**

Section 9.1 Service Options; Changes in Service

The Contractor at its expense, shall be required to develop, print, and distribute to all existing Customers, prior to May 1, 2026, and to all new Customers establishing regular service during the term of this Agreement, a brochure approved by the Village explaining the solid waste and recycling programs provided under this Agreement and the procedures for the Customers to modify or cancel the services provided by the Contractor. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the Village upon mutual agreement.

Section 9.2 Office and Telephone

The Contractor shall maintain an office and toll-free telephone number for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The

Contractor shall retain the services of at least one temporary full-time customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum customer service standards set forth in Section 9.3 of this Agreement.

Section 9.3 Minimum Customer Service Standards

- a) Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement (defined as having two (2) or more complaints per month that is referred to the Village per Section 9.3(c)), shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.
- b) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such complaint. Contractor acknowledges the importance, in particular, that it resolves missed scheduled collections without the involvement of the Village.

If the Contractor does not respond within the twenty-four (24) hour timeframe, the Village may hire a private hauler to perform the service and the Contractor shall be liable for compensating the Village for the costs associated with the private hauler's services.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agree in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor may seek resolution of any dispute through court, mediation, or arbitration proceedings, at its election.

- c) Referral to Village. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Administrator or his/her designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Village Administrator or his or her designee shall arbitrate each such complaint, and the Village Administrator's or his or her designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.
- d) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within thirty (30) seconds. The thirty (30) second maximum includes wait time or time spent 'holding' for a customer service representative.
- e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
- f) Transferring Calls. During normal business hours, if after initially addressing a Customer's

concern, the customer service representative determines that the call should be transferred

to another representative of the Contractor, the Customer shall be connected with a customer service representative within thirty (30) seconds thereof.

- g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the Village on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the Village may request in its discretion, on a monthly basis. The Village reserves the right to audit the Contractor's complaint procedures as required by this Section 9.3. If the records and/or audit indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

Section 9.4 Cleanliness

- a) Generally. Contractor shall perform the Commercial Services in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Commercial Services. Contractor shall replace all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.
- b) Cleanup of Spills. Contractor shall immediately clean up any Solid Waste, Landscape Waste, or Recyclable Materials that it may have caused to spill onto private premises, parkways, streets, alleys, or other public places, in a neat and workmanlike manner. If such materials or fluids are not cleaned up within eight (8) hours after being reported to Contractor (verbally or in writing), the Village may perform the cleanup and bill the cost to Contractor. All charges levied against the Contractor under this Section 9.4(b) shall be remitted to the Village within 30 days after receipt of an invoice therefor.

~~Section 9.5 Customer Service Survey~~

~~The Contractor will, every other calendar year beginning in 2027, conduct a customer service survey to assess the Contractor's service performance under the Agreement, in a form, of a content, and administered in a manner to be approved in advance by the Village. The results shall be furnished to the Village.~~

Section 9.6 Liaison

The Contractor shall designate in writing a person to serve as agent for the Contractor and liaison between the Contractor and the Village.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- a) A consistent pattern of failure by the Contractor to respond timely to and address Customer complaints in keeping with the customer service standards in Article IX and as further defined in Section 9.3(a);-
- b) Failure of the Contractor to pay, within thirty (30) days after notice from the Village of nonpayment, amounts which are undisputed, or which are due to the Village under this Agreement;-
- c) Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;-
- d) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Sections 10.1(a) or 10.1(b) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) business days after notice to the Contractor from the Village of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- e) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property, (2) a bankruptcy, ~~reorganization~~, insolvency, arrangement, or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, ~~reorganization~~, insolvency, arrangement, or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding, or (5) the levy of any distress, execution, or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Events of Default and Remedies of Village

- a) If a Breach occurs under Section 10.1 of this Agreement, the Village may declare an Event of Default or Breach and may thereafter exercise any one or more of the following remedies:
 - 1) The Village may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (5) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
 - 2) The Village may seek and recover from the Contractor any unpaid amounts due the Village along with all of its substantiated costs ~~for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based~~

~~upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay, or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect, or punitive, resulting from the Breach.~~

- 3) The Village may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.
 - 4) The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - 5) Unless the Agreement is immediately terminated by the Village and the Contractor is directed to cease providing all services under this Agreement, the Contractor will, upon any such termination of this Agreement, for a period to be determined by the Village in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.
- b) No Waiver; Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy available to the Village at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default or Breach shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or Breach or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default or Breach shall extend to or shall affect any subsequent default or Event of Default or Breach or shall impair any rights or remedies consequent thereto.
- c) Liquidated Damages for Missed Pickups. If the Contractor misses a collection, the collection must be corrected within ~~twenty-four (24) hours or~~ the next business day after the complaint is received, or a charge of \$50 per missed collection will be charged to the Contractor as stipulated liquidated damages; provided, however, that the Contractor shall not be charged under this Section 10.2(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is rectified within seven (7) days after the missed collection nor if a container is inaccessible. All charges levied against the Contractor under this Section 10.2(c) shall be credited to the affected Customer's account within 30 days after receipt of an invoice therefore.
- d) Work Stoppage. In the event of a strike or other labor stoppage, Contractor shall notify the Village within twenty-four (24) hours after commencement of the strike or labor stoppage. If such strike or labor stoppage does not end within seven (7) business days of such notification, the Contractor will provide the Village with refuse collection dumpsters

located in at least four (4) geographic locations for Customer drop-offs, which locations shall be mutually acceptable to the parties. In the event of a strike, that does not end within fourteen (14) days of notification, the Village and the Contractor agree to negotiate an equitable reduction to the Contractor's compensation under this Agreement applied as a credit to Customer invoices.

e) Damage to Property. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage ~~done-caused~~ by Contractor's negligence or willful misconduct to any property, public or private, as a result of the Commercial Services. If Contractor fails to promptly repair or restore any such damage, then the Village may, after ~~48 hours~~ two business days' written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. All charges levied against the Contractor under this Section 10.3(d) shall be remitted to the Village within thirty (30) days after receipt of an invoice therefor.

f) Notwithstanding the foregoing, except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

g) This Section 10.2 shall survive the termination of this Agreement.

Section 10.3 Force Majeure

Neither the Contractor nor Village shall be liable for failure to perform their duties or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident, pandemic or epidemic, act of God, or other similar contingency that is beyond the reasonable control of the Contractor or the Village including without limitation: extraordinary inclement weather; explosion; widespread lack of adequate fuel, power, raw materials, labor, or transportation facilities; material changes in governmental laws, regulations, requirements, orders, or actions, the impact of which is unrelated to Contractor, the Village, or Contractor's or the Village's performance, or failure to perform; national defense requirements; injunctions or restraining orders; Contractor's inability to access a Blocked Container; and labor trouble and strike. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within ~~twenty-four (24) hours~~ one business day after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended, and the anticipated duration of suspension, and (ii) advise the Village when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance. Changes in recycling markets or market prices are specifically excluded from the above force majeure contingencies contemplated in this section.

ARTICLE XI INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

a) The Contractor shall maintain for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in **Exhibit B**. The Contractor shall provide the Village with a certificate ~~and policies~~ of insurance indicating that such

insurance coverage meets the requirements contained in **Exhibit B**. The Contractor shall also provide Customers with a certificate of insurance upon request by the Customer.

- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

Section 11.2 Indemnification

Contractor agrees, at its sole cost and expense, to ~~unconditionally~~ indemnify and hold harmless and defend the Village and the Village's former, current, and future elected and appointed officials, trustees, agents, contractors, employees, representatives, ~~attorneys,~~ and insurers ~~and/or successors in interest of any kind~~ (the "Village Indemnitees") for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and ~~reasonable~~ expenses which the Village or Village Indemnitees may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village Indemnitees, by any person or entity arising out of, ~~relating to, connected with, or in any way associated with the following~~: (a) Contractor's breach of any term or provision of this Agreement; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; ~~and~~ (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state, or local law, regulation, statute, ordinance, license, or permit ~~and (d) the release, threatened release or presence of contaminants (which shall include but not limited to hazardous waste, hazardous substances, and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the performance (or failure to perform) of this Agreement, including transportation and/or disposal of the Commercial Materials and/or from or on the site(s) or facility(ies) utilized for disposal of the Commercial Materials.~~ In the event that any such claim, action, cause of action, or lawsuit is brought or filed, the Village and Village Indemnitees shall have the right to determine the attorney(s) of its choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or Village Indemnitees, all at the Contractor's expense pursuant to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Agreement.

ARTICLE XII **MISCELLANEOUS**

Section 12.1 Non-Assignability

The Contractor shall not assign this Agreement or any part thereof without the prior written consent of the Village. Approval, if any, for such assignment shall be made by the corporate authorities of the Village. The Contractor shall not assign or subcontract this Agreement or any of its obligations hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of Agreement.

Section 12.2 Equal Employment Opportunity

- a) In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts

with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- b) During the performance of this Agreement, the Contractor agrees as follows:
- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, or any other protected classification under federal, state, or local laws; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - 3) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.
 - 4) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
 - 5) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Village, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - 6) That the Contractor shall permit access to all relevant books, records, accounts, and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

- 7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.
 - 8) That the Contractor and its subcontractors are and will remain in compliance with Section 2-105 of the Rights Act, 775 ILCS 512-105 for the duration of the Agreement. A violation of Section 2-105 is cause for the immediate cancellation of this Agreement. However, any forbearance or delay by the Village in terminating this Agreement will not be construed as, and does not constitute, the Village's consent to such violation and a waiver of any rights the Village may have, including without limitation, terminating this Agreement.
- c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 12.3 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in substantially the form provided as *Exhibit C*, to be executed by a responsible surety company and to be in the ~~penal-annually renewable~~ sum of Two Hundred Fifty Thousand Dollars (\$250,000). Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement and shall indemnify the Village against any ~~direct and actual~~ loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year. In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) drawn on a national or state-chartered bank acceptable to the Village. Any performance security required under this Section shall be in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

Section 12.4 Equipment to be Used by Contractor

- a) Contractor shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Commercial Services. Contractor may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the

Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on a Village Street that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no ~~Solid-Municipal~~ Waste leak, spill, or blow off the vehicles. Should any ~~Solid-Municipal~~ Waste leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Contractor may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

- b) Contractor acknowledges the desire of the Village to promote the use of alternative fuels and agrees to give priority to the Village in deploying its vehicles that use fuels other than conventional gasoline and diesel.
- c) Containers used in connection with the provision of Commercial Services by the Contractor pursuant to this Agreement shall be operable, safe, and free of graffiti. Contractor shall replace any container in disrepair of this sort within three (3) business days of notification by the Village or the Customer. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight-fitting seal to prevent access by pests. All containers shall clearly show Contractor's logo and a unique inventory control number that is cross-referenced to the service matrix. Contractor is encouraged to install RFID tags on carts and containers to assist with collection tracking.
- ~~d) All equipment used by Contractor for the provision of Commercial Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.~~
- ~~e) Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.~~
- ~~f) Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.~~

Section 12.5 Compliance with Laws

- a) Notwithstanding any other provisions in this Agreement, the Contractor shall comply at all times with all applicable federal, state, and local laws, ordinances, and regulations at any

time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement, including without limitation, the Fair Labor Standards Act; the Drug Free Workplace Act, the Public Construction Bond Act, the Illinois Human Rights Act, the Americans with Disabilities Act.

- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor will 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 Contractor's, or its subcontractors', performance of, or failure to perform, the Commercial Services or any part thereof. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

Section 12.6 Care and Performance

- a) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough, and competent manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed, and courteous employees and personnel on its crews.
- b) The Contractor shall be liable to the Village for damage to Village rights-of-way caused by Contractor's negligence or willful misconduct in connection with the provision of the Commercial Services or Private Services, ordinary wear and tear excepted including if caused by the weight of Contractor's vehicles.
- c) To the extent that the Contractor or its employees or agents violate any provisions on the Village Code, the Contractor shall be liable for fines due under the Village Code arising in the course of its provision of services under this Agreement.
- d) The Contractor acknowledges, and the Parties agree that, with respect to the Commercial Services to be provided to Customers under this Agreement, the Customers are third-party beneficiaries of this Agreement.

Section 12.7 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.

Section 12.8 Governing Law; Jurisdiction; Venue

This Agreement and the rights of the Village and the Contractor under this Agreement shall be exclusively interpreted and governed according to the internal laws, but not the conflict of laws rules, of the State of Illinois. The exclusive jurisdiction and venue for all claims and controversies arising or allegedly arising hereunder will be the Circuit Court of Lake County, Illinois. ~~No suit or action may be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action is commenced within one (1) year of the voluntary or involuntary termination of this Agreement.~~

Section 12.9 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement 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 Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 12.10 Entire Agreement

This Agreement, the Village’s RFP, the Contractor’s proposal in response to the RFP, and any attachments, enclosures, and exhibits in the foregoing documents, are collectively referred to as the “Contract Documents,” which are attached hereto and made a part hereof. The Contract Documents represent the entire agreement of the Village and the Contractor with respect to the provision of the Commercial Services and compensation therefore, and there are no other understandings or agreements, oral or written, between the Village and the Contractor with respect to the Commercial Services and the compensation therefore, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein. The terms or conditions of the Agreement may not be modified, except in writing signed by all the Parties. In the event of a conflict between the terms or conditions contained in this Agreement and any other Contract Documents, this Agreement will control.

Section 12.11 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

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

Village of Lindenhurst
2301 E. Sand Lake Road
Lindenhurst, IL 60046
Attention: Village Administrator

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

~~Address Attention:~~ Groot Recycling & Waste Services, Inc.
40 Porter Drive
Round Lake Park, IL 60073

With a copy to: Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77381

~~Address~~
~~Attention:~~

Section 12.12 Publicity

The Village's name, insignia, or associated marks; photographs of the Village or any other publicity pertaining to the provision of the Commercial Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the Village.

Section 12.13 No Interpretation against Drafter

This Agreement has been negotiated by all Parties and shall not be construed against any Party as the drafter of this Agreement.

Section 12.14 Independent Contractor

Contractor acknowledges and agrees that it acts as an independent contractor in providing and performing services under this Agreement. Nothing in, nor done pursuant to, this Agreement will be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (ii) to create any relationship between the Village and any employee, agent, or subcontractor of the Contractor. Neither Contractor nor Contractor's employees, agents, or subcontractors shall be entitled to any Village employment rights or benefits whatsoever. Contractor is only authorized to operate pursuant to this Agreement and shall not be deemed an agent of the Village when engaging in the activities authorized hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CONTRACTOR GROOT RECYCLING & WASTE SERVICES, INC.

VILLAGE OF LINDENHURST

By: _____ By: _____

Its: _____ Its: _____

ATTEST:

ATTEST:

By: _____ By: _____

Its: _____ Its: _____

EXHIBIT A
SCHEDULE OF INITIAL RATES AND PRICES

<TO FOLLOW>

EXHIBIT B

MINIMUM INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

<u>Type of Insurance</u>	<u>Required Minimum Coverage</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for: premises and operations, independent Contractor's protective, contractual liability, broad form property damage and XCU hazards, products and completed operations (including broad form property damage), personal injury liability, and owner's protective liability.	\$2,000,000 per person per each occurrence for bodily injury \$5,000,000 per occurrence for bodily injury general aggregate \$2,000,000 for products completed/operations \$1,000,000 per occurrence for property damage, for personal and advertising injury
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$3,000,000 per person \$5,000,000 per accident for bodily injury combined single limit \$1,000,000 per accident for property damage
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

B. Miscellaneous Provisions

~~1. The insurance policies set forth in Sections A3 and A5 of this Exhibit B shall continue to be maintained for a period of two (2) years following the termination of the Agreement.~~

2.1. Equivalent insurance must be maintained by each subcontractor of the Contractor.

3.2. All insurance companies must be reasonably acceptable to the Village and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

4.3. All liability coverages shall be written on an occurrence basis.

~~5.~~ Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance ~~(and other evidence of insurance~~

~~4. requested by the Village)~~ which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal ~~or replacement policies or coverage~~ no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

~~6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced, or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Village by certified mail.~~

~~7.5.~~ The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insured's set forth below.

~~8.6.~~ The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit B shall be endorsed to include the Village, the directors, officers, employees, agents and members of the Village, SWALCO and the directors, officers, employees, agents and members of SWALCO as additional named insured for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

APPENDIX C

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] _____

_____ as Principal (hereinafter called the "Agreementor"),

and [insert full name and address of surety here:] _____

_____ (hereinafter called the "Surety"),

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINDENHURST as Oblige, hereinafter called the Village, in the full and just annually renewable sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)**, for the payment of which sum of money well and truly to be made, the AGREEMENTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for reasonable attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the AGREEMENTOR's failure to promptly and faithfully perform its agreement with the Village, said agreement being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the AGREEMENTOR has entered into a written agreement dated _____, 2022, with the Village entitled "COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT" (the "Agreement"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the AGREEMENTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said AGREEMENTOR under the Franchise Agreement, including, but not limited to, the AGREEMENTOR's obligations under the Agreement: (1) to provide and perform, in the manner specified in the Franchise Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all municipal waste, landscape waste, and recyclable materials from all Customers, as provided in the Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates ~~and policies~~ of insurance specified in the Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the AGREEMENTOR under the Agreement; (6) to do all other things required of the AGREEMENTOR by the Agreement; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Agreement; all of which is herein referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct agreement with AGREEMENTOR or with a subagreementor of Agreementor to provide, perform, or complete any part of the Work.

AGREEMENTOR and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

AGREEMENTOR and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the AGREEMENTOR to the other in or to the terms of said Agreement; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefore shall in any way release the AGREEMENTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the AGREEMENTOR or of the Village's termination of the AGREEMENTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the AGREEMENTOR's default be greater than the obligations of the AGREEMENTOR under the Franchise Agreement in the absence of such AGREEMENTOR default.

In the event of a default or defaults by the AGREEMENTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all direct costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the AGREEMENTOR under the Franchise Agreement or this bond. In addition, the Village shall have the right to take over and complete the Franchise Agreement upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Franchise Agreement or, at its option, the Village may instead request that Surety take over and complete the Franchise Agreement, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Franchise Agreement.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the AGREEMENTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

[Signature page follows.]

Signed and sealed this _____ day of _____, 2022.

Attest/Witness:

AGREEMENTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

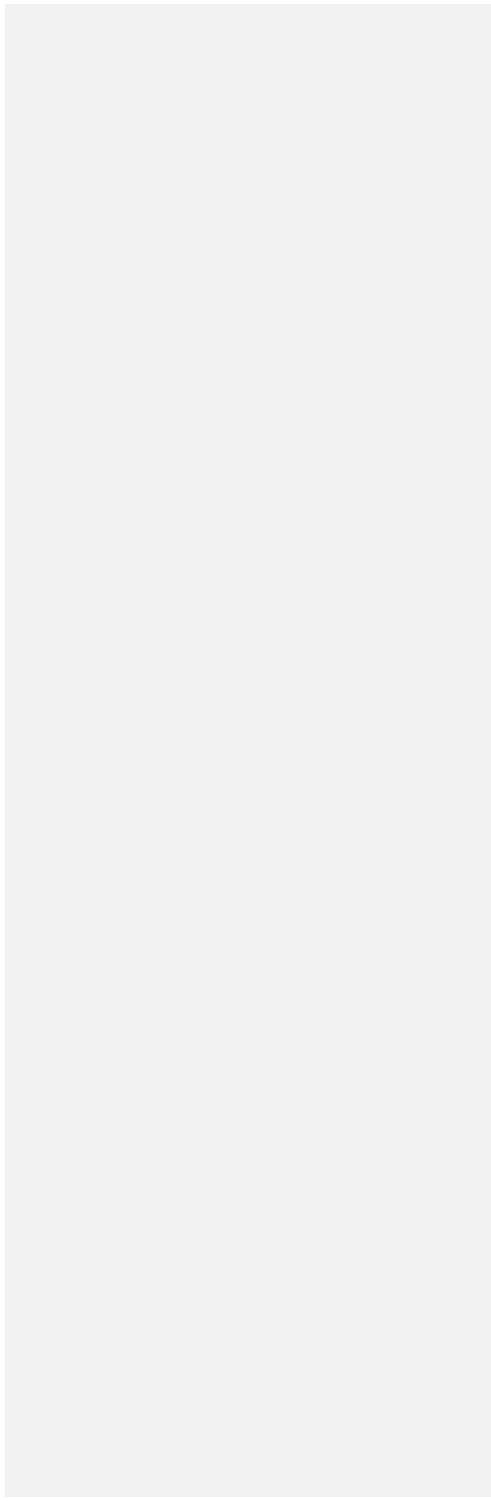
SURETY

By: _____

By: _____

Title: _____

Title: _____





February 24, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: C. Ordinance 25-2-2309: Approving a Special Use Permit to Allow a Tattoo Parlor at 305 Granada Boulevard

Alignment with Strategic Plan:

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

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Approve Ordinance 25-2-2309: Approving a Special Use Permit to Allow a Tattoo Parlor at 305 Granada Boulevard**

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. 2025-2-2309

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
TO ALLOW A TATTOO PARLOR
(305 Granada Boulevard)**

**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: February 24, 2025**

ORDINANCE NO. 2025-2-2309

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
TO ALLOW A TATTOO PARLOR
(305 Granada Boulevard)**

WHEREAS, Maria S. Chavez (“**Owner**”) is the owner of the property located at 305 Granada Boulevard, Lindenhurst Illinois (P.I.N. No. 06-02-109-037) and zoned in the CB Community Business zoning district (“**Property**”); and

WHEREAS, the Owner and Maribel Ledesma (“**Applicant**”) have filed an application requesting approval of a special use permit to allow the use of the existing commercial building on the Property for a tattoo parlor, which is classified as “miscellaneous personal services, not elsewhere classified” in Table 5.103H.2 of the Zoning Ordinance; and

WHEREAS, on February 19, 2025, the Village’s Plan Commission conducted a duly noticed public hearing to consider the special use permit request, and at the conclusion of the public hearing recommended approval of the request; and

WHEREAS, the Mayor and Village Board of Trustees find and determine that it is in the Village’s best interests to accept the Plan Commission’s recommendation and to approve the requested special use permit to allow the proposed tattoo parlor on the Property, as set forth in this Ordinance.

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

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

SECTION 2. Findings of Fact for the Special Use. The Village Board of Trustees makes the following findings of fact in reference to the application for the requested special use permit for a proposed tattoo parlor:

- A. The proposed use will be in harmony with the general and specific purposes for which this chapter was enacted and for which the regulations of the zoning

district in question were established and with the general purpose and intent of the Village of Lindenhurst comprehensive plan.

- B. The proposed use will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.
- C. The proposed use will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.
- D. The proposed use will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.
- E. The proposed use will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Also, adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- F. The proposed use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
- G. The proposed use will, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the Plan Commission.

SECTION 3. Special Use Permit. Subject to the conditions set forth in Section 4 of this Ordinance, the Village Board of Trustees hereby approves a special use permit to allow the tattoo parlor use on the Property.

SECTION 4. Conditions. The approval granted above is conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Mayor and Board of Trustees, render void all permits and approvals granted pursuant to this Ordinance:

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all permits,

approvals, and other authorizations for any such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Laws. The Village’s Zoning Code, the Subdivision Code, the Building Code, and all other applicable ordinances and regulations of the Village shall continue to apply to the Property, and the development and use of the Property must be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction. Any development of the Property will require compliance with the applicable site plan, architectural plan, and other review procedures required by the Village’s zoning code and other applicable ordinances.

C. Compliance with Licensing and Health and Safety Regulations. The tattoo parlor and all artists providing services in the tattoo parlor must be and remain in compliance with all applicable state and county licensing, health and safety, and inspection requirements.

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 24th day of February, 2025.

DOMINIC MARTURANO, VILLAGE PRESIDENT

ATTEST:

Melissa Forsberg, Village Clerk

TRUSTEES

AYE

NAY

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



Application for Development and Zoning Approvals

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

General Information

Development or Business Name: PIETA TATTOO GALLERY LLC.		
Development or Business Address: 305 GRANADA BLVD LINDENHURST, IL. 60046		
Parcel Identification Number (PIN):		Acreeage of Property:
Applicant Name: Maribel Ledesma		
Applicant Address: 735 E. Grand Ave.		
City: Lake Villa.	State: IL.	Zip Code: 60046
Phone:	Cell: 224-308-9741	Email: pieta-gallery@yahoo.com

Contact Information

Property Owner Name: Maria S Chavez		
Company:		
Applicant Address: 325 W. Hawthorne Dr.		
City: Round Lake Beach	State: IL	Zip Code: 60073
Phone:	Cell: 224-814-8119	Email: mary-9106@yhdco.com
Primary Contact Name:		
Relationship to Applicant:		
Phone:	Cell:	Email:
Additional Staff Name:		
Relationship to Applicant:		
Phone:	Cell:	Email:
Additional Staff Name:		
Relationship to Applicant:		
Phone:	Cell:	Email:

Proposed Development

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

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



Application for Development and Zoning Approvals

Application Materials

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

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

Applicant/ Owner Acknowledgements

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

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

Maribel Ledesma

Name of Applicant

Maribel L.

Signature of Applicant

01-09-25

Date

María S. Chavez

Name of Property of Owner (if different)

Ma Silvio Chavez

Signature of Property of Owner (if different)

01-09-25

Date



Application for Development and Zoning Approvals

Escrow Agreement

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

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

Name of Project:	PIETA TATTOO GALLERY LLC.
Address, Location, or Legal Description of Property:	305 Granada Blvd Lindenhurst, IL 60046
Action Being Requested:	
Escrow Account Billing Name:	
Address:	
Phone number:	224-308-9741

Maribel J.

Ma Selina Chavez

Signature of Applicant

Signature of Owner

Escrow Account Amount: \$1,000.00

State of Illinois

County of Lake

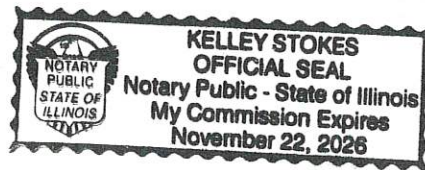
Signed before me on 01/15/25 by Maribel Ledesma

Date

Name

[Signature]

Signature of Notary Public



Village Administrator Approval: [Signature]

Development Review Process Overview

Step One Pre Application Conference

- Prior to submitting an Application for Development Approval, applicants are encouraged to contact Village Hall at (847) 356-8252 to schedule a Pre-Application Conference with Village Hall staff.
- The Pre- Application Meeting is designed for Village staff to understand the development concept and guide the applicant through the appropriate process.

Step Two Submit Completed Application

- Applicant submits a completed Development and Zoning application with all required materials, fees, and escrow.
- All application exhibits must include 10 hard copies (11x17) and one electronic copy.
- **Submittals will not be accepted and/or processed until all of the submittal requirements are met.**

Step Three Staff and Consultant Review

- After receiving a completed Application, the Village will forward it to the applicable Village departments and/or consultants for review and comment.
- The Village's comments from the review process will be sent to the Primary Contact Person identified in the General Development Application.
- Please note that comments may require revisions to plans prior to scheduling the project for a hearing or meeting with the Plan Commission, Zoning Board of Appeals, or Village Board.

Step Four Public Notice (Rezoning, Variance, Special Use, Text Amendment)

- Depending on the type of approval sought, the applicant may have to notify the public before meeting with the Plan Commission, Zoning Board of Appeals, or Village Board.
- Village staff will inform the applicant of public notice requirements after reviewing the completed Application and associated documents.

Step Five Plan Commission/ Zoning Board of Appeals Meeting

- The Development Application goes before the Plan Commission or Zoning Board of Appeals for consideration, which may require a public hearing. At the meeting, the applicant has the opportunity to briefly present their proposal. The Commission/ Board and public has the opportunity to ask questions and comment on the proposal.
- At the end of the meeting or Public Hearing, the Commission or Board will make a recommendation to the Village Board on the proposal for either approval, approval with conditions, or denial of the proposal.

Step Six Village Board Meeting

- Following a recommendation by the Plan Commission or Zoning Board of Appeals, the Village Board will act on the development application. The Village Board can either approve, approve with conditions, or deny the application.
- Projects will not be included on a Village Board agenda until Village staff has determined that all plans are in substantial technical compliance with all Village codes, rules, and policies.

January 9, 2025

Mr. Clay Johnson
Village Administrator
Village of Lindenhurst
2301 E. Sand Lake Rd
Lindenhurst, IL 60046

Dear Mr. Johnson and/or appropriate review board, my name is Maribel Ledesma, the owner and manager of Pieta Tattoo Gallery, and I am writing to request approval to bring my tattoo studio to the village of Lindenhurst. As someone who is passionate about the art of tattooing and committed to contributing positively to our local community, I would love to bring my expertise and business to this area.

I firmly believe that Pieta Tattoo Gallery would not only compliment the town's thriving atmosphere but also embrace the values that make Lindenhurst such a vibrant, welcoming community. Pieta Tattoo Gallery promotes a friendly, safe and healthy environment and we would love the opportunity to contribute to the local economy.

As an owner who employs professional tattoo artists with years of experience in providing high-quality artwork to the local area, I am determined to continue providing sanitary and professional services that will enhance Lindenhurst's future as a town that fosters community connection and excellence. With the growing interest in personal artistic expression, my top priority is to provide a safe environment for those seeking tattoos, while also ensuring that our business adheres to all local and state regulations and industry standards.

I have thoroughly researched the required permits, health and safety guidelines, and zoning regulations in Lindenhurst and I am committed to meeting all necessary legal and operational requirements. I am confident that the addition of a tattoo studio will support Lindenhurst's thriving business landscape, attracting both residents and visitors seeking quality tattoos. My continued vision for Pieta Tattoo Gallery is to create a space where these values are fully realized:

- **Safety and Health:** Pieta Tattoo Gallery will adhere to all local and state health regulations, ensuring a sterile, hygienic environment for every client. My staff and I will undergo continuous training to uphold the highest standards of safety. Our studio will also comply with local zoning ordinances and obtain all necessary permits.
- **Community Engagement:** I aim to establish a space that aligns with Lindenhurst's friendly and inclusive atmosphere. I believe in fostering a strong connection with the community, whether through hosting local art events or supporting town initiatives.
- **Quality Customer Service:** We will offer a personalized, welcoming experience by employing qualified, licensed tattoo artists and staff, ensuring that every client feels valued and understood. We will take the time to educate our clients on the tattoo process, aftercare and safety protocols.
- **Responsible Financial Practices:** As a small business owner, I am committed to ensuring financial responsibility by operating a sustainable and fiscally sound business that contributes to the local economy and enhances Lindenhurst's small-town values.
- **Innovative Solutions for a Better Future:** I am committed to using the latest tools,

techniques, and sanitation practices in the tattoo industry. This ensures that clients receive the highest quality work in a safe and professional environment, fostering trust and long-term relationships with the community. Pieta Tattoo Gallery will also serve as a platform for local artists and collaborate with neighboring businesses to create unique, community-driven art events.

- Inspiring and Expecting the Best: Pieta Tattoo Gallery will always strive for the highest standards in both the work we produce and the way we engage with our clients. I believe in inspiring those around me, not only through art but also through the experience clients receive. I will create a space where both clients and staff are encouraged to grow and express their creativity.
- Connecting People Through Collaborative Engagement: Pieta Tattoo Gallery is more than just a business- we are a space for connection, collaboration and shared experience. Our shop is a place where community members from all walks of life come together to celebrate their personal stories and artistic journeys. We will actively engage in local events, collaborate with other businesses, and foster relationships that make Lindenhurst a place where people feel truly connected. My team will work together to provide a friendly and approachable environment where clients feel heard and valued, creating a space that not only attracts new visitors but also keeps them coming back.

The proposed new location for Pieta Tattoo Gallery would be 305 Granada Blvd., a site that I believe would be well-suited for this type of business. This new location is only a three minute drive from our current address of operation. This location would be perfect to continue to grow our small business as it is a larger building and easily accessible to both our current residential community as well as out-of-town visitors. I am confident this location will serve as a dynamic addition to Lindenhurst's growing cultural and artistic landscape, adding to its reputation as a safe, healthy and desirable place to live, work, and visit.

I am happy to provide any additional information required and address any questions or concerns you may have. I am confident that a well-established and professionally run tattoo shop will be a valuable addition to the town and a service that many residents and visitors will appreciate.

Thank you for considering my request. I look forward to the opportunity to contribute to Lindenhurst's continued success and growth and to work with you to make this business a reality in Lindenhurst.

Sincerely,

Maribel Ledesma
Owner and Manager
Pieta Tattoo Gallery
(224) 372-7405
pietagalleryemail@yahoo.com

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

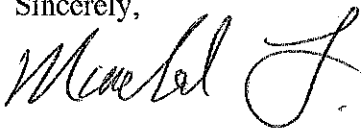
Dear Mr. Johnson,

I hope this letter finds you well. I am writing to provide information regarding Pieta Tattoo Gallery, an appointment-only studio operated by two local artists dedicated to serving the community. To better accommodate our clients, we plan to provide four stations, ensuring a one-on-one experience for each appointment.

Additionally, we intend to continue using the existing signage post installed at Granada Avenue, which we will have a custom made "Tattoo" sign placed over it. We have maintained a strong compliance record and have never received a violation. Our studio has consistently remained in good standing with Gabriel from the Health Department.

Please let me know if you require any further information. I appreciate your time and consideration.

Sincerely,



Maribel Ledesma
Pieta Tattoo Gallery
735 E. Grand Ave
Lake Villa, IL
pietagallery@yahoo.com
224.308.9741





Angela Fleming
AIA President
2017-2018
angela@huntington.com

HUNTINGTON HONORARY SOCIETY
2017-2018
hshs@huntington.com

Advanced Wellness -
Huntington, WV
(847) 942-1288
advancedwellness.com
303 S. GRANADA BLVD





February 24, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: D. Ordinance 25-2-2310: Amending the Lindenhurst Municipal Code Regarding Electric Vehicle Infrastructure

Alignment with Strategic Plan:

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

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Approve Ordinance 25-2-2310: Amending the Lindenhurst Municipal Code Regarding Electric Vehicle Infrastructure**

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 | | |



Village of Lindenhurst
Memorandum

Date: February 14, 2025

To: Clay Johnson, Village Administrator

From: Karleen Long, Assistant to the Village Administrator

Re: Zoning Code Updates for Electric Vehicle Charging Stations

In November, the Village was selected for the third cohort of the EV Readiness Program, sponsored by ComEd and the Metropolitan Mayors Caucus. The EV Readiness Program helps prepare municipalities to meet the growing demand for electric vehicles (EVs) and EV charging infrastructure by evaluating and implementing safe and effective policies and practices related to EVs. As part of the program, staff assessed the Village's zoning code to identify barriers to the safe and efficient installation of Electric Vehicle Charging Stations (EVCS).

After evaluating the zoning code, staff is proposing five amendments to the zoning code to incorporate EV and ECVS language. Below is a highlight of the recommended zoning code amendments.

1. Allow EVCS as an accessory use to residential and non-residential zoning districts. The Village currently allows residents and businesses to install EV chargers through the building permit process. However, it is important to formalize some of the requirements that come with allowing EV chargers in both districts.
 - o Staff has also proposed some additional guidelines for EVCS in residential zoning districts, including:
 - Limiting the use of EVCS for private use only.
 - EVCS equipment must be mounted or exist within a garage structure.
 - Requiring EVCS to comply with the Village's Light Emitting Diode (LED) Sign regulations.
 - Residents to apply for a building permit before installing a charging station.
2. Allow electric vehicle charging stations and related equipment to be counted toward minimum off-street parking space requirements.
3. Add language to better define the types of electronic vehicles and the different charging levels. Although some language defines some aspects of electric vehicles and charging stations within the 2018 building code that the Village has recently adopted, adding language to the zoning code will ensure that EV-



Village of Lindenhurst
Memorandum

related language is easily accessible to those who do not use the building code frequently. This language is also up to date with the latest EVCS technology.

4. Regulate advertising on electric vehicle charging stations in non-residential zoning districts by subjecting them to the Village's Light Emitting Diode Sign Regulations (LED regulations).
5. Regulate the appearance of electronic vehicle charging stations in non-residential districts by recommending the following:
 - Safety Regulations: This ensures that EVCS equipment should include retractable cords to prevent trip hazards and promote a cleaner look. EVCS mounted on pedestals shall be designated and should not impede pedestrian travel or create trip hazards on sidewalks. EVCS shall be protected by bollards, structures, or curbs if located directly in a publicly accessible parking lot.
 - Liability: The Village is not liable or responsible for failure to operate or for any damage caused by an electric vehicle charging station.
 - Appearance: EVCS placement on private or public property must consider existing buildings' design, visual elements, and surroundings to promote harmony between structures.
 - Landscaping: EVCS and EV infrastructure must be screened from public view with material in harmony with the building or grounds, including fences, walls, enclosures, or landscaping. When possible, natural landscaping is preferred.

The recommended zoning code updates will clarify the process for installing electric vehicle charging stations, ensuring residents and businesses have a clear path to adding chargers. They also formalize existing practices by allowing EV charging while establishing safety and aesthetic guidelines to maintain the community's appearance.

ORDINANCE NO. 2025-2-2310

**AN ORDINANCE AMENDING THE LINDENHURST MUNICIPAL CODE
REGARDING ELECTRIC VEHICLE INFRASTRUCTURE**

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: February 24, 2025

ORDINANCE NO. 2025-2-2310

**AN ORDINANCE AMENDING THE LINDENHURST MUNICIPAL CODE
REGARDING ELECTRIC VEHICLE INFRASTRUCTURE**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-1, *et seq.*, the Village of Lindenhurst has enacted zoning regulations that are codified in Chapter 159 of Title 15 of the Village of Code of Ordinances (“**Zoning Code**”); and

WHEREAS, the Village has determined that amendments to the Zoning Code are desirable to prepare for the expected future demand for electric vehicle charging infrastructure and to establish regulations governing the use, appearance, and advertisement of electric vehicle charging stations within the Village (“**Proposed Amendments**”); and

WHEREAS, on February 19, 2025, the Village’s Plan Commission conducted a duly noticed public hearing to consider the Proposed Amendments, and at the conclusion of the public hearing recommended approval of the request; and

WHEREAS, the Village Board finds and has determined that the Proposed Amendments are consistent with the intent of the Zoning Code, the recommendations of the Lindenhurst Comprehensive Plan, and the public health, safety, and general welfare;

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

Section 1: Recitals. The recitals set forth above are incorporated into this Section as if fully set forth herein.

Section 2: Amendment to Section 159-6.102. Section 159-6.102, entitled “Detailed Standards for Accessory Uses in Residential Districts,” of the Lindenhurst Village Code is amended to add a new Subsection (J), entitled “Electric Vehicle Charging,” as follows (additions in **bold and underline**):

“§159-6.102 DETAILED STANDARDS FOR ACCESSORY USES IN RESIDENTIAL DISTRICTS.

* * *

(J) Electric Vehicle Charging: Electric vehicle charging stations and electric vehicle charging infrastructure are permitted as accessory uses, subject to the following regulations:

- (1) Electric vehicle charging infrastructure at single-family and multiple-family dwellings must be designated for private use only.**
- (2) In residential zoning districts, electric vehicle charging infrastructure located at single-family and multiple-family dwellings, which include garages or similar accessory structures, may not be free-standing and should be mounted to or located within a structure. In multiple-family dwellings where garages or similar structures may not exist, electric vehicle charging stations should follow the standards established for non-residential districts in §159-6.103 of the Village Code.**
- (3) All electric vehicle charging stations are subject to the Village’s Light Emitting Diode (LED) regulations provided in §157.0800 of the Village Code.”**

Section 3: Amendment to Section 159-6.103. Section 159-6.103, entitled “Detailed Standards for Accessory Uses in Nonresidential Districts,” of the Lindenhurst Village Code is amended to add a new Subsection (H), as follows (additions in **bold and underline**):

“§159-6.103 DETAILED STANDARDS FOR ACCESSORY USES IN NONRESIDENTIAL DISTRICTS.

* * *

(H) Electric Vehicle Charging: Electric vehicle charging stations (EVCS) and electric vehicle charging infrastructure (EVCI) are permitted as accessory uses, subject to the following regulations:

- (1) All electric vehicle charging stations are subject to the Village’s Light Emitting Diode (LED) regulations provided in §157.0800 of the Village Code.**
- (2) Safety Regulations.**

(a) Public electric vehicle supply equipment (ESVE) must utilize retractable cords to prevent trip hazards and reduce clutter.

(b) ESVEs mounted on pedestals must be designed and located so as not to impede pedestrian travel or create trip hazards on sidewalks.

(c) EVCS must be protected by bollards, structures, and/or curbs if located directly in a public parking lot.

(3) The Village of Lindenhurst is not liable or responsible for the failure to properly operate an EVCS or for any damage caused by an EVCS.

(4) Site Appearance. EVCS structures and ESVE, whether located on private or public property, must be installed with consideration for design elements, materials, and colors that are in harmony with existing buildings and their surroundings.

(5) Screening; Landscaping. If locations where ESVE and electric vehicle charging infrastructure are not easily made non-visible, the equipment and infrastructure must be screened from public view with materials that are in harmony with existing buildings and grounds, such as fences, walls, enclosures, or landscaping. Wherever possible, natural landscaping must be used for screening.”

Section 4: Amendment to Section 159-7.603. Section 159-7.603, entitled “Off Street Parking Space and On Site Queuing Requirements,” of the Lindenhurst Village Code is amended to add a new Subsection (E), as follows (additions in **bold and underline**):

“§159-7.603 OFF STREET PARKING SPACE AND ON SITE QUEUING REQUIREMENTS.

* * *

(E) Electric vehicle charging stations, associated equipment, and make-ready parking spaces may be counted toward satisfying minimum off street parking space requirements, when provided in accordance with the requirements designated by the Zoning Administrator.”

Section 5: Amendment to Section 73.01. Section 73.01, entitled “Parking Prohibited in Certain Locations,” of the Lindenhurst Village Code is amended to add a new Subsection (P), as follows (additions in **bold and underline**):

“§73.01 PARKING PROHIBITED IN CERTAIN LOCATIONS.

* * *

(P) It is prohibited to park a non-electronic vehicle in an electric vehicle charging station designated for use by electric vehicles in accordance with the Illinois State Vehicle Code. (625 ILCS 5/11-1308)

Section 6: Amendment to Section 159-9.201. Section 159-9.201, entitled “Definitions,” of the Lindenhurst Village Code is amended to add the following new definitions, in proper alphabetical order (additions in **bold and underline**):

“§159-9.201 DEFINITIONS.

* * *

CHARGING LEVEL. **The standardized indicators of electrical force, or voltage, at which an electric vehicle’s battery is recharged. Typical electric vehicle charging levels and specifications are:**

- (A) Level 1 Charging: Electric vehicle battery charging that uses 110 to 120 VAC supply power, with a power range from 0.88 kilowatts to 1.92 kilowatts and provides three to six range miles per hour connected. Level 1 electric vehicle chargers are supplied with alternating current (AC) and in turn provide AC power to the electric vehicle through a standard connector.**

- (B) Level 2 Charging: Electric vehicle battery charging that uses 208 to 240 VAC supply power, with a power range from 3.3 kilowatts to 19.2 kilowatts, and provides 16 to 80 range miles per hour connected. Level 2 electric vehicle chargers are supplied with AC and in turn provide AC power to the electric vehicle through a standard connector.**

- (C) Level 3 Charging (Direct Current Fast Charging): Electric vehicle battery charging that uses direct current (DC) power to refuel battery electric vehicles at various amperage levels and voltage levels, most commonly 480 VAC, with a power range from 25 kilowatts to 380 kilowatts and provides 50 to 800 range miles per hour connected. Level 3 electric vehicle chargers convert AC from facility power to**

output DC and volts direct current, which then delivers DC to the battery electric vehicle through a standard connector.

* * *

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE. The electrical infrastructure necessary to support installation of electric vehicle supply equipment, including, but not limited to, the design load placed on electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder/branch circuits, raceways, and wiring.

* * *

ELECTRIC VEHICLE CHARGING STATION (EVCS). A location to access electric vehicle supply equipment for the transfer of electric energy by conductive or inductive means to a battery or other rechargeable energy storage system in an electric vehicle.

* * *

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

* * *

VEHICLE, BATTERY ELECTRIC (BEV). An electric vehicle that only uses energy stored in rechargeable battery packs onboard the vehicle for propulsion, which must be plugged into an external electricity source to recharge.

* * *

VEHICLE, ELECTRIC (EV). A vehicle that stores electric energy to be used for propulsion.

* * *

VEHICLE, PLUG-IN ELECTRIC (PEV). An electric vehicle that has a conductive plug, or inductive wireless, connection for recharging the battery.

* * *

VEHICLE, PLUG-IN HYBRID ELECTRIC (PHEV). An electric vehicle that has both an electric motor and an internal combustion engine (gasoline, diesel, or other fuel), which can be powered and propelled by either the electric motor or the engine.”

Section 6. Severability. The various provisions of this Ordinance are to be considered severable, and if any Court of competent jurisdiction finds or holds any part or portion of this Ordinance invalid, that decision will not affect the validity of the remaining provisions of this Ordinance.

Section 7. Conflict. All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 8. 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 24th day of February, 2025.

DOMINIC MARTURANO,
VILLAGE PRESIDENT

ATTEST:

Melissa Forsberg, Village Clerk

<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>
Patty Chybowski	_____	_____
Patrick Dickson	_____	_____
Patrick Dunham	_____	_____
Ronald Grace	_____	_____
Heath Rosten	_____	_____
Dawn Suchy	_____	_____



February 24, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: E. Ordinance 25-2-231I: Amending the Lindenhurst Zoning Ordinance Regarding Temporary Use Permits

Alignment with Strategic Plan:

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

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Approve Ordinance 25-2-231I: Amending the Lindenhurst Zoning Ordinance Regarding Temporary Use Permits**

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 | | |



Village of Lindenhurst
Memorandum

Date: February 21, 2025

To: Clay Johnson, Village Administrator

From: Karleen Long, Assistant to the Village Administrator

Re: Amendments to the Comprehensive Schedule of Fees: Building Permit Fees

Over the past few months, Village staff have been working with our Lake County Building Department Inspector to do a deep dive into the Village's building permit process and identify any inconsistencies that need to be addressed. As part of this process, staff identified discrepancies between the fees listed on the Village website and in Appendix A of the Comprehensive Schedule of Fees compared to the fees actually used by staff. Staff is recommending the following changes to Appendix A of the Comprehensive Schedule of Fees:

- Removed references to the annual adjustment of fees and department policy. While the Village follows the Lake County Planning, Building, and Development Department fee structure, the policies referenced in Appendix A were established by Lake County, not the Village of Lindenhurst. The Village does not currently adjust building permit-related fees at the start of each fiscal year.
- Removed references to the Village's contractor registration program. Although the Village code does reference having a registration program, the staff recommends removing that ordinance. Staff requires all contractors who do work with the Village to submit a \$5,000 license and permit bond.
- Removed references to bee-keeping, chicken and coops, and hoop houses, which are not permitted by the Village.
- Removed certain residential and commercial development and zoning fees that are handled by external engineers and plan reviewers rather than in-house staff, including:
 - Wetland services
 - Watershed review
 - Site development for commercial projects
 - Development fee schedule
 - Zoning fee schedule



Village of Lindenhurst
Memorandum

- Zoning Board of Appeals fee schedule

These updates ensure that the Village's fee schedule accurately reflects current policies and practices.

ORDINANCE NO. 25-2-2312

AN ORDINANCE AMENDING THE LINDENHUST COMPREHENSIVE FEE SCHEDULE FOR TEMPORARY USE PERMIT AND BUILDING DEPARTMENT FEES

WHEREAS, pursuant to the authority provided by state statute, including without limitation the Illinois Municipal Code, the Village Board of Trustees of the Village of Lindenhurst has established certain rates, fees, and charges which relate to the provision of various Village services and/or penalties for failure to comply with the Village code; and,

WHEREAS, the Village of Lindenhurst desires to amend the Village Code to create a comprehensive schedule of all rates, fees, charges, and fines issued and collected by the Village; and,

WHEREAS, the Village Board of the Village of Lindenhurst, Illinois, desires to create a comprehensive schedule to increase transparency for the greater community by listing all such charges and fines in a single location making it easier to review and reference; and,

WHEREAS, the Village may elect to update fees and charges from time to time so that it is able to maintain its infrastructure and continue to provide a high level of service to its citizens;

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

SECTION ONE: Recitals. The recitals set forth above are incorporated into this Section as if fully set forth herein.

SECTION TWO: Adoption of Comprehensive Fee Schedule. The “Comprehensive Fee Schedule” so titled in Title I, Chapter 12 of the Village Code is hereby amended to reflect updated Village fees and charges and read as set forth in Exhibit A of this Ordinance.

SECTION THREE: Repeal of Contractor Registration Fees. Section 150.22(A) is hereby deleted and the remaining language of the section is renumbered as follows:

150.22 LICENSE FEE; BOND.

~~-(A) Before engaging in any contracting within the village, any contractor, hereunder, shall pay an annual fee in the amount set forth in the comprehensive fee schedule set forth in Section 12.02 of this code.~~

~~-(B)~~ **(A)** The application for a license for general contractors, excavating contractors, cement contractors and contractors engaged in the construction of street pavements and sidewalks or sewers and water mains, shall be accompanied by a good and sufficient bond in the sum of \$5,000, which bond shall be approved by the board of trustees, conditioned to save the village harmless from all damages that may happen, accrue to or be chargeable against the village on account and in consequence of the use of the streets or other property of the village in the business and for the purpose of securing the immediate repair and cleaning of any portion of the public streets or other property of the village encumbered by the employees of the person, firm or corporation while engaged in such business.

SECTION THREE: Effective Date. This Ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Lindenhurst, Illinois, this 24th day of February, 2024.

DOMINIC MARTURANO, MAYOR

ATTEST:

Village Clerk

TRUSTEES

AYE

NAY

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

Exhibit A
Comprehensive Fee Schedule



Comprehensive Schedule of Fees

Section	Category	Cost	Code Reference	Date Adopted
Section 1. Administrative Fees	Administrative Fee for Development Escrow Fees	3.5% of sums paid out by the Village from the escrow	Title 1: Section 10.22	8/23/1999
	NSF checks/automatic withdrawals, credit/debit rejections or rejection of any noncash payment	\$30	Title I: Section 10.23	2/14/2005
	General penalty	Not less than \$50 and not exceeding \$750	Title I: Section 10.99	4/22/1996
	General penalty for violation of Sections 130, 131, 133, and 134	Not less than \$50 and not exceeding \$750	Title XIII: Section 130.99	4/22/1996
Section 2. Liquor License Fees	Liquor License Application Fee	\$200	Title XI: Section 111.16	3/12/2001
	Annual License fee for Class A - <i>Liquor for on-premises consumption</i>	\$2,000	Title XI: Section 111.19	(1968 Code § 46.06) (Ord. 57-0-17, passed 8-14-1959; Am. Ord. 72-0-197, passed 1-10-1972; Am. Ord. 73-0-231, passed 4-24-1973; Am. Ord. 75-0-303, passed 9-8-1975; Am. Ord. 78-0-371, passed 8-28-1978; Am. Ord. 86-8-611, passed 8-11-1986; Am. Ord. 88-7-693, passed 7-25-1988; Am. Ord. 90-4-737, passed 4-9-1990; Am. Ord. 01-3-1233, passed 3-12-2001; Am. Ord. 06-1-1520, passed 1-9-2006; Am. Ord. 14-2-1949, passed 2-24-2014; Am. Ord. 17-2-2064, passed 2-13-2017; Am. Ord. 17-9-2089, passed 9-25-2017; Am. Ord. 20-1-2151, passed 1-27-2020)
	Annual License fee for Class A-V	\$2,000		
	Annual License fee for Class AA - <i>Liquor for on-premises consumption or off where sold in original</i>	\$3,500		
	Class AA-V	\$3,500		
	Annual License fee for Class B - <i>Liquor sold in original packages for off-premises consumption</i>	\$1,750		
	Annual License fee for Class BYOB - <i>Beer and wine only brought into restaurants</i>	\$1,100		
	Annual License fee for Class C - <i>Club license for sales to members and guests</i>	\$1,000		
	Annual License fee for Class C-V	\$1,000		
	Annual License fee for Class D - <i>Sale of liquor in original package for consumption in restaurant</i>	\$1,800		
	Annual License fee for Class D-V	\$1,800		
	Annual License fee for Class E - <i>Beer and wine only consumption on premises of restaurant</i>	\$1,100		
	Annual License fee for Class E-V	\$1,100		
	Annual License fee for Class E-1 - <i>Beer and wine at independent living facility</i>	\$1,100		
	Annual License fee for Class F - <i>Beer and wine for retail sale, no consumption permitted</i>	\$1,000		
	Annual License fee for Class G - <i>Special event license</i>	\$25 per day		
Annual License fee for Class H - <i>Special event license, Private Company</i>	\$50 per day			
Section 3. Liquor License Penalties	Penalty for First Violation	\$1,000	Title XI: Section 111.26	Am. Ord. 06-1-1520, passed 1-9-2006
	Penalty for Second Violation	\$1,500	Title XI: Section 111.26	

Penalties				
	Penalty for Third Violation	\$2,500	Title XI: Section 111.26	
Section 4. Food Licenses	Bakery License Fee	\$50	Title XI: Section 115.02	Am. Ord. 80-4-421, passed 4-14-80
	Vending Machines License Fee	\$25	Title XI: Section 115.44	Ord. 80-4-446, passed 4-18-73
	Application fee for Food Truck	\$50	Title XI: Section 115.51	Ord. 21-6-2197, passed 6-28-2021)
	Restaurant License Fee	\$50	Title XI: Section 115.62	Am. Ord. 80-4-435, passed 4-14-80
	Annual License Fee for Itinerant Restaurant	\$100	Title XI: Section 115.62	Am. Ord. 80-4-435, passed 4-14-80
Section 5. Other Businesses	Banks and Currency Exchanges License fee	\$50	Title XI: Section 116.003	Ord. 80-4-448, passed 4-14-1980
	Barbers and Barber Shop License Fee	\$50	Title XI: Section 116.016	Ord. 80-4-422, passed 4-14-80
	Bill and Posting and Handbill Distribution License Fee	\$50	Title XI: Section 116.031	Am. Ord. 80-4-429, passed --
	Cash bond for Christmas Tree Sales	\$100	Title XI: Section 116.051	(Am. Ord. 80-4-424, passed 4-14-80
	Drug Store License Fee	\$50	Title XI: Section 116.066	Am. Ord. 80-4-425, passed 4-14-80
	Filling Stations License Fee	\$20 per nozzle	Title XI: Section 116.084	80-4-442, passed 4-14-80
	Florist License Fee	\$50	Title XI: Section 116.124	Ord. 80-4-445, passed 4-14-80
	Gun Dealer License Fee	\$50	Title XI: Section 116.140	80-4-428, passed 4-14-80
	Gunsmith License Fee	\$50	Title XI: Section 116.144	Am. Ord. 80-4-428, passed 4-14-80
	Hardware Store License Fee	\$50	Title XI: Section 116.164	Am. Ord. 80-4-428, passed 4-14-80
	Ice Dealer License Fee	\$20	Title XI: Section 116.180	Am. Ord. 80-4-431, passed 4-14-80
	Laundry License Fee	\$50	Title XI: Section 116.201	Am. Ord. 73-0-227, passed 4-18-73; 80-4-432, passed -
	Dry Cleaners License Fee	\$50	Title XI: Section 116.215	passed 4-18-73; 80-4-432, passed --
	Tattooer License Fee	\$100	Title XI: Section 116.232	'68 Code, § 51.03
	Taxicabs License Fee	\$50 license; \$20 each vehicle	Title XI: Section 116.257	Am. Ord. 80-4-438, passed 4-14-80
	Tobacco Store License Fee	\$20	Title XI: Section 116.282	Am. Ord. 80-6-453, passed 6-9-1980
Massage Establishment License Fee	\$50	Title XI: Section 117.03	Ord. 96-8-985, passed 8-26-96	
Massage Penalty	not less than \$50 and not exceeding \$750	Title XI: Section 117.99	Ord. 96-8-985, passed 8-26-96	
	License Fee for Sideshows, menageries, concerts, caravans and other entertainment under a covering of canvas; also, animal shows or rides, automobile and recreational vehicle shows and exhibitions and displays of fireworks	\$50 per day	Title XI: Section 112.002	Am. Ord. 80-4-419, passed 4-14-80
	Coin Operated Automatic Amusement Machines License Fee	\$25 per machine	Title XI: Section 112.002	Am. Ord. 80-4-419, passed 4-14-80

Section 6. Amusement, Entertainment, and Gatherings	Jukeboxes License Fee	\$25 per jukebox	Title XI: Section 112.002	Am. Ord. 80-4-419, passed 4-14-80
	Bowling Alley License Fee	\$28 per alley	Title XI: Section 112.026	Am. Ord. 80-4-419, passed --)
	Billiard and Pool Halls License Fee	\$22.50 per Table	Title XI: Section 112.040	(Am. Ord. 68-0-134, passed - -68; Am. Ord. 80-4-419, passed - -)
	Carnival and Circus License Fee	\$50 per day and \$50 per side show each day	Title XI: Section 112.056	(Am. Ord. 80-4-419, passed - -)
	Secondary Business License Fee	\$500 each; additional \$50 for each coin operated amusement device within arcade	Title XI: Section 112.072	Am. Ord. 83-5-509, passed 5-23-1983)
	Amusement Arcade License Fee	\$1,000; additional \$50 per each coin operated amusement device within arcade	Title XI: Section 112.072	Am. Ord. 83-5-509, passed 5-23-1983)
	Incidental Business License Fee	\$100 each coin operated amusement device	Title XI: Section 112.072	Am. Ord. 83-5-509, passed 5-23-1983)
	Motion Picture License Fee	\$50	Title XI: Section 112.092	Am. Ord. 80-4-419, passed - -)
	Motion Pictures in non-licensed premises License Fee	\$5 per day	Title XI: Section 112.093	
	Theatricals License Fee	\$100; for a period of 10 days or less, it shall be \$10 or less	Title XI: Section 112.126	Am. Ord. 80-4-419, passed 4-14-80
	Theatricals in non-licensed premises License Fee	\$5 per day	Title XI: Section 112.127	('68 Code, § 32.15(c))
Section 7. Auctioneers, Junk Dealers, Pawnbrokers, Peddlers, and Second Hand Stores	Auction License Fee	Annual \$100; \$25 per day	Title XI: Section 113.001	Am. Ord. 80-4-420, passed 4-14-80
	Junkyard/ Junk Shop License Fee	\$75	Title XI: Section 113.026	Am. Ord. 80-4-430, passed --)
	Paper Dealer License Fee	\$75	Title XI: Section 113.026	(Am. Ord. 80-4-430, passed - -)
	Junk Shop/ Paper Dealer collecting by Vehicle License Fee	\$20 per each vehicle used	Title XI: Section 113.027	('68 Code, § 43.08)
	Junk Dealers From Vehicles License Fee	\$50 for each vehicle used	Title XI: Section 113.029	(Am. Ord. 80-4-430, passed - -)
	Pawnbrokers License Fee	\$1,000	Title XI: Section 113.052	('68 Code, § 47.03)
	Secondhand Store License Fee	\$50	Title XI: Section 113.090	Am. Ord. 80-4-436, passed 4-14-80
Section 8. Excavations	Excavation Permit Fee	Rate of \$1 for each square foot of surface that the proposed excavations will cover. Tunnels are at a rate of \$1 for each linear foot.	Title IX: Section 96.42	(Ord. 72-0-203, passed 7-10-1972)
	Excavation Permit Deposit	Cash deposit of \$250 (Unpaved)-\$500 (Paved)	Title IX: Section 96.41	(Ord. 72-0-203, passed 7-10-1972)
	95 Gallon Garbage and Recycling (per month)	\$25.70	Title V: Section 50.02	Am. Ord. 22-4-2230, passed 4-25-2022
	65 Gallon Garbage and Recycling (per month)	\$24.17	Title V: Section 50.02	Am. Ord. 22-4-2230, passed 4-25-2022

Section 9. Public Works	35 Gallon Garbage and Recycling & Senior Discount (per month)	\$22.65	Title V: Section 50.02	Am. Ord. 22-4-2230, passed 4-25-2022	
	Construction Charge	\$101.45 per dwelling unit	Title V: Section 51.091	Am. Ord. 22-4-2229, passed -25-2022	
	Capital Utility Fee	\$4.50 per month	Title V: Section 51.091	Am. Ord. 22-4-2229, passed 5-25-2022	
	Water Service Charge	\$6.52 per Unit (100 cubic feet)	Title V: Section 51.091	Am. Ord. 22-4-2229, passed 5-25-2022	
	Sewer Service Charge (metered)	\$6.15 per Unit (100 cubic feet)	Title V: Section 51.091	Am. Ord. 22-4-2229, passed 5-25-2022	
	Unmetered Sewer Charge	\$90.19 bimonthly	Title V: Section 51.091	Am. Ord. 22-4-2229, passed 5-25-2022	
	Renter Security Deposit	\$175	Title V: Section 51.093(A)(1)	Am. Ord. 22-4-2229, passed 5-25-2022	
	Late Fee	10% added to the balance considered delinquent	Title V: Section 51.093(A)(1) and 50.02(B)(2)	Am. Ord. 22-4-2229, passed 5-25-2022	
	Reinstatement of Service Fee	\$50	Title V: Section 51.093(A)(4)	Am. Ord. 20-4-2160, passed 4-13-2020	
	Voluntary Water Disconnection Fee	\$50	Title V: Section 51.093(E)(1)	Am. Ord. 20-4-2160, passed 4-13-2020	
	Resealing Water Meter	\$35 per seal	Title V: Section 51.094	Am. Ord. 00-12-1220, passed 12-11-2000	
	Meter Test	\$50 plus the cost charged to the Village for the test	Title V: Section 51.095	Am. Ord. 00-12-1220, passed 12-11-2000	
	Connection Fees				
	Water Service Connection (Up 1 1/2")	\$2,829	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Water Service Connection (1 1/2" to 3")	\$5,455	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Water Service Connection (All over 3")	\$16,064	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Sanitary Sewer Service Connection (Up 1 1/2")	\$2,964	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Sanitary Sewer Service Connection (1 1/2" to 3")	\$5,846	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Sanitary Sewer Service Connection (All over 3")	\$17,509	Title V: Section 51.092(A)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Additional Connection Fees - Population Equivalents (PE)				
	Multi-Family Building Water	\$1,253 per dwelling unit in excess of 1	Title V: Section 51.092(B)(1)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Multi-Building Sewer	\$2,155 per dwelling unit in excess of 1	Title V: Section 51.092(B)(1)	Am. Ord. 11-5-1843, passed 5-9-2011	
	Multi-Family Building Owned by Non-profit Water	\$903 PE	Title V: Section 51.092(B)(2)	Am. Ord. 11-5-1843, passed 5-9-2011	
Multi-Family Building Owned by Non-profit Sewer	\$937 PE	Title V: Section 51.092(B)(2)	Am. Ord. 11-5-1843, passed 5-9-2011		
Hotel/ Motel Water	\$916 per lodging room in excess of 4	Title V: Section 51.092(B)(3)	Am. Ord. 11-5-1843, passed 5-9-2011		
Hotel/ Motel Sewer	\$1,253 per lodging room in excess of 4	Title V: Section 51.092(B)(3)	Am. Ord. 11-5-1843, passed 5-9-2011		
All Uses Other Than Residential Water; When Use Data is Supplied by Owner Being of Same Size; OR Based Upon Standards as Determined by the Village Engineer	\$702 PE	Title V: Section 51.092(B)(4)(a-c)	Am. Ord. 11-5-1843, passed 5-9-2011		

All Uses Other Than Residential Sewer; When Use Data is Supplied by Owner Being of Same Size; OR Based Upon Standards as Determined by the Village Engineer	\$720 PE	Title V: Section 51.092(B)(4)(a-c)	Am. Ord. 11-5-1843, passed 5-9-2011
Surcharge in Excess of Suspended Solids in Excess of .20 Pound Per 100 Gallons	\$0.33 per pound	Title V : Section 51.091(B)(2)	Am. Ord. 22-4-2229, passed -25-2022
Surcharge in excess of .17 pound per 100 Gallons	\$.46 per pound	Title V : Section 51.091(B)(2)	Am. Ord. 22-4-2229, passed -25-2022
Traffic Violation Penalties	\$30 nor more than \$750	Title VII: Section 70.99(A)	Ord. 07-11-1665, passed 11-26-2007
Penalty for Violation of act 5, section 11-204, "Fleeing or Attempting to Elude Police Officer" or 11-503 "Reckless Driving"	\$50 nor more than \$750	Title VII: Section 70.99(B)	Am. Ord. 07-11-1665, passed 11-26-2007
Penalty for Violation of "Unauthorized Use of Parking Places Reserved for Handicapped Persons"	\$250 nor more than \$350 or \$500 for person convicted of subsection (a-1)	Title VII: Section 70.99(D)	Am. Ord. 07-11-1665, passed 11-26-2007
Penalty for Violation of "Driver and Passenger Required to Use Safety Belts, Exceptions and Penalty	Not more than \$25; Persons convicted of Act 25, Sec. 1 et seq no more than \$50 for first offense, no more than \$100 for subsequent offense	Title VII: Section 70.99(E)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - Up to and including 2,000	\$50 unless the overweight can be shifted or removed to conform to all legal weights	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 2,001- 2,500	\$135	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 2,501- 3,000	\$165	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty- 3,001-3,500	\$260	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 3,501- 4,000	\$300	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 4,001-4,500	\$425	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 4,501- 5,000	\$475	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
Truck Routes and Weight Limit Overweight Violation Penalty - 5,001 or more	\$75 for each increment of 500 pounds overweight or fractions thereof	Title VII: Section 70.99(F)(1)	Am. Ord. 07-11-1665, passed 11-26-2007
4 or More Violations of Truck Weight Limits Penalty	\$2,500 for the fourth and each subsequent conviction within the 12 month period	Title VII: Section 70.99(F)(2)	Am. Ord. 07-11-1665, passed 11-26-2007

Section 10. Traffic Code	Truck Routes and Weight Limit Overweight Violation- Cash Bail	\$25	Title VII: Section 70.99(F)(3)	Am. Ord. 07-11-1665, passed 11-26-2007	
	Transportation Facilities Fee	\$60	Title VII: Section 71.02(A)	Am. Ord. 12-4-1889, passed 4-23-2012	
	Transportation Facilities Fee (Senior Resident/Active Military Duty)	\$30	Title VII: Section 71.02 (B)	Am. Ord. 12-4-1889, passed 4-23-2012	
	Commercial Transportation Facilities Fee (1-4 vehicles)	\$60.00	Title VII: Section 71.03(A)	Am. Ord. 12-4-1889, passed 4-23-2012	
	Commercial Transportation Facilities Fee (5-10 vehicles)	\$80.00	Title VII: Section 71.03(A)	Am. Ord. 12-4-1889, passed 4-23-2012	
	Commercial Transportation Facilities Fee (10+ vehicles)	\$100.00	Title VII: Section 71.03(A)	Am. Ord. 12-4-1889, passed 4-23-2012	
	Parking Fines, if made within 72 Hours of Issuance				
	Handicapped Parking Penalty	\$250.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	Parking in no parking area Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	No Parking 2:00 am- 6:00 am Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	Improper Parking Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	No Parking After 2 Inches of Snowfall Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	No Parking Within 15 feet of fire hydrant Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
	No Valid Village Sticker displayed Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006	
Other Violations Penalty	\$30.00	Title VII: Section 73.99(A)	Am. Ord. 06-6-1556, passed 6-26-2006		
The above fines are doubled if payment made to the Village after 72 hours of issuance, but before notice to appear in court.	See above.	Title VII: Section 73.99(B)	Am. Ord. 06-6-1556, passed 6-26-2006		
Smoking					
1st violation of smoking where it is prohibited Penalty	\$100	Title VIX: Section 99.99(A)&(B)	Ord. 07-11-1656, passed 11-12-2007		
2nd violation of smoking where it is prohibited within 1 year of first violation Penalty	\$500	Title VIX: Section 99.99(A)&(B)	Ord. 07-11-1656, passed 11-12-2007		
3rd violation of smoking where it is prohibited for each additional violation within 1 year of first violation Penalty	\$2,500	Title VIX: Section 99.99(A)&(B)	Ord. 07-11-1656, passed 11-12-2007		
Regulation of Animals, Fines if Made within 72 Hours of Issuance					
Animal Running at Large Penalty	\$30	Title IX: Section 90.99(B)(1)	Am. Ord. 06-6-1556, passed 6-26-2006		
Noises (Barking dogs, etc.) Penalty	\$30	Title IX: Section 90.99(B)(1)	Am. Ord. 06-6-1556, passed 6-26-2006		
The above fines are doubled if payment made to the Village after 72 hours of issuance, but before notice to appear in court.	See above.	Title IX: Section 90.99(B)(2)	Am. Ord. 06-6-1556, passed 6-26-2006		
Fire and Burglary Prevention					
Alarm Installation Permit Fee	\$50	Title IX: Section 92.50(D)	Am. Ord. 91-9-788, passed 9-23-91		
False Alarm 4-6 Penalty	\$25 Each	Title IX: Section 92.56	Am. Ord. 96-8-987, passed 8-26-96)		
Section 11. General Regulations					

	False Alarm 7-9 Penalty	\$75 Each	Title IX: Section 92.56	Am. Ord. 96-8-987, passed 8-26-96)
	False Alarm 10+ Penalty	\$100 Each	Title IX: Section 92.56	Am. Ord. 96-8-987, passed 8-26-96)
	Property Maintenance			
	Vacant Property Registration Fee	\$200	Title IX: Section 93.14(A)(1)	Ord. 12-5-1898, passed 5-29-2012
	Code Official Inspection Fee	\$50	Title IX: Section 93.02(2)	Ord. 11-11-1866, passed 11-28-2011
	Failure to Comply Penalty	\$50-750 per day of violation	Title IX: Section 93.02(6)	Ord. 11-11-1866, passed 11-28-2011
	Gambling			
	Video Gaming Terminal Annual Fee	\$250 per video gaming terminal	Title IX: Section 134.08(C)(2)	Am. Ord. 24-2-2284, passed 2-27-2024
	Nuisances			
	Penalty	Not less than \$50 nor more than \$750	Title IX: Section 94.99	Am. Ord. 96-4-975, passed 4-22-1996
Section 12. Land Usage	Building Contractor License Fee	\$50	Title XV: Section 150.22(A)	Am. Ord. 80-4-423, passed 4-14-1980
	Building Permit Fees	See Appendix A	Title XV: Section 150.11	Am. Ord. 10-8-1816, passed 8-23-2010
	Temporary Use Permits - Institutional (Including Non-Profits, Governments, Churches and Chamber(s) of Commerce)	\$25 per event	Title XV: Section 159-2.305	
	Temporary Use Permits - Commercial, Privately Organized, or Other For-Profit	\$50 for first event, \$25 for each event thereafter (Multiple installments of events occurring over a set period of time shall each be considered an event.)	Title XV: Section 159-2.305	
	Temporary Development Signage Penalty	\$50 per sign	Title XV: Section 157.1000(F)	Ord. 11-6-1851, passed 6-27-2011
	Filing Fee for preliminary plat	\$2 for each lot contained in the proposed subdivision; or at the rate of \$4 per acre, whatever is more, except that in no event shall the fee be less than \$25.	Title XV: Section 158.03(C)	Am. Ord. 72-0-211, passed 11-13-72
	Engineer Approval and Inspection for Public Improvements			
	Inspection fee - PUD Less than \$500,000	4.5% as applied to total cost	Title XV: Section 158.15(B)	Am. Ord. 93-2-836, passed 2-8-1993
	Inspection fee - PUD Less than \$1,000,000	4.0% as applied to total cost	Title XV: Section 158.15(B)	Am. Ord. 93-2-836, passed 2-8-1993
	Inspection fee - PUD More than \$1,000,000	3.5% as applied to total cost	Title XV: Section 158.15(B)	Am. Ord. 93-2-836, passed 2-8-1993
	Inspection Fees for all Other Developments	2% of Construction Costs of work to be inspected	Title XV: Section 158.16	Am. Ord. 73-0-246, passed 11-12-1973
Construction/ Utility Work in Village Right of Way Permit Application Fee	\$150 per application	Title XV: Section 161.04 (F)	Am. Ord. 08-4-1707, passed 4-28-2008	
Street Cleaning Deposit Escrow (for construction of principal structures, room addition, or accessory building requiring a foundation)	\$500	Title XV: Section 150.15	Ord. 99-2-1122, passed 2-22-1999	

	Escrow for lots containing restricted open space	\$1,000	Title XV: Section 150.12(A)	Am. Ord. 99-8-1146, passed 8-9-1999
	Amount to be deducted from escrow should the relevant provisions be violated	\$500	Title XV: Section 150.12(B),(C),&(D)	Am. Ord. 99-8-1146, passed 8-9-1999
Section 13. Miscellaneous	Veterans Memorial Paver and Engraving Fees			
	4" x 8"	\$200		10/24/2022
	8" x 8"	\$350		10/24/2022
	12" x 12"	\$550		10/24/2022

**Appendix A to
Comprehensive Fee
Schedule**

Building Permit Fees

Lindenhurst Building Department Fee Schedule

1&2 FAMILY PRINCIPAL BUILDING CONSTRUCTION OR ADDITION

Fee Per 1,000 Cubic Feet.....	\$71.00
Minimum.....	\$89.00

(Attached garage erected at the same time should be computed with the above.) Detached garage or incidental buildings erected at the same time require a separate permit.

ANY OTHER PRINCIPAL BUILDINGS OR ADDITIONS

Fee Per 1,000 Cubic Feet.....	\$54.00
Minimum.....	\$89.00

ACCESSORY BUILDINGS

Fee Per 1,000 Cubic Feet.....	\$31.00
Minimum.....	\$40.00
Additions and incidental associated with accessory buildings.....	\$40.00
Accessory buildings at and under 100 square feet of floor area (Registration Fee).....	\$32.00

PLUMBING

Base Charge.....	\$180.00
Fixture each @	\$29.00
Domestic Water heater each @	\$29.00
Swimming Pool	
Residential – Above Ground	\$86.00
Residential – Below Ground	\$172.00
Alteration	\$89.00
Sprinkler (Fire) per head	\$11.00
Minimum	\$89.00
Sprinkler (Lawn) per head	\$10.00
Minimum	\$89.00
a) Minimum plumbing alterations	\$89.00
b) Minimum electrical alterations	\$89.00

ELECTRICAL WORK

New 1&2 Family Dwelling Base Charge (per living unit)	\$180.00
Residential remodeling, alterations, garages, additions, etc.	\$89.00
Residential electrical service replacement	\$89.00

HEATING

Residential (per living unit)	\$180.00
Alterations	\$89.00

Lindenhurst Building Department Fee Schedule

AIR CONDITIONING

Residential (per living unit)	\$89.00
Residential remodeling additions	\$89.00
Replacement of a unit	\$89.00
Duct work	\$89.00

WATER SUPPLY

Administration and Enforcement	\$47.00
--------------------------------------	---------

SEWER DISPOSAL

Administration and Enforcement	\$47.00
--------------------------------------	---------

CERTIFICATE OF OCCUPANCY

1 and 2 Family Dwellings (per living unit)	\$180.00
Garages, Accessory buildings over 100 square feet	\$42.00
Additions over 100 square feet	\$45.00

EXAMINATION OF PLANS

The fee for plan review(s) shall be paid for a principal building and all accessory building as follows:

1 & 2 Family Dwellings	
0 to 1,499 square feet	\$180.00
1,500 – 2,499 square feet	\$278.00
2,500 – 3,999 square feet	\$357.00
4,000 and over	\$444.00
Accessory Buildings and Additions	
100 square feet to 600 square feet	\$55.00
Over 600 square feet	\$81.00
Phase Permits (per phase)	
Residential	\$171.00

Lindenhurst Building Department Fee Schedule

REPAIRS AND ALTERATIONS

Residential, fee per \$1000 of estimated cost of construction	\$18.00
Minimum	\$81.00
Residing or reroofing (projects not entitled to registration)	\$55.00

PRELIMINARY AND SPECIAL INSPECTIONS

Residential moving, raising, shoring, underpinning, new foundation and remodeling work for existing structures or repairing fire damaged structures	\$85.00
Residential decks, porches, stoops, garages	\$81.00
Residential additions	\$85.00

MOVING, RAISING, SHORING, UNDERPINNING OF STRUCTURES

0 to 2,500 square feet	\$85.00
Over 2,500 square feet	\$166.00

DEMOLITION

Each major building	\$85.00
Each minor building	\$45.00

SWIMMING POOLS (18 foot diameter = 250 square feet)

Private – above ground, over 24' deep or over 250 sq.ft. in surface area.....	\$81.00
Private – Partially or totally submerged.....	\$159.00

FENCES

0 to 299 lineal feet	\$40.00
300 to 599 lineal feet	\$76.00
Over 600 lineal feet	\$116.00

Lindenhurst Building Department Fee Schedule

TOWERS, ELEVATORS, ETC.

On which the Cubic Feet basis of measurement is not practical, fee per \$1,000 of

estimated cost of construction.....	\$14.00
Minimum.....	\$91.00
Residential Towers, etc.....	\$91.00
Retaining Wall – Sea Wall fee per \$1,000 of estimated cost of Construction.....	\$14.00
Minimum.....	\$91.00
Temporary Structure.....	\$85.00
Elevator, Dumbwaiter, new each	\$277.00
Elevator, Dumbwaiter, repairs each	\$152.00

USE PERMIT (Land or Building)

Residential	\$85.00
-------------------	---------

<u>TEMPORARY USE PERMITS (Building Code Portion)</u>	\$45.00
---	---------

NEW MOBILE HOME SITES & RECREATIONAL VEHICLE SITES

(Per paid including utilities)	\$85.00
--------------------------------------	---------

****POSTING PROPERTY**

Administrative fee	\$85.00
--------------------------	---------

Any construction work started without first applying for a permit may be subject to a **double permit fee** to cover cost of posting the violation notice and special inspections.

GENERAL NOTES:

Additional inspection(s) charged at above rates (per inspection)

Multipliers to be used on detached single family dwellings and two family dwellings

One-Story on piers or slab	11 feet
One-Story Foundation Walls, No Basement (Crawl Space)	14 feet
One-Story With Basement, or One and One-Half Story Foundation Walls, No Basement	18 feet
Two-Story Foundation Walls, No Basement or One and One-Half Story, With basement	24 feet

BUILDING PERMIT FEE SCHEDULE (Commercial)

Volume computations:

Commercial volume shall be computed on the exterior dimensions of the building, and shall include all space above the lowest level of the foundation wall footing and the top of the roof sheathing, and/or deck where equipment room tower, etc. are constructed, the volume shall include this area. Unit of volume of cost: Figure a major fraction as a full unit.

NON-RESIDENTIAL PRINCIPAL BUILDINGS OR ADDITIONS

Fee Per 1,000 Cubic Feet	\$61.00
Minimum	\$103.00

ACCESSORY BUILDINGS

Fee per 1,000 Cubic Feet.....	\$41.00
Minimum.....	\$54.00
Additions and incidental or accessory buildings under 100 sq. ft.	\$54.00

PLUMBING

Base Charge (commercial/industrial)	\$206.00
Apartments/Townhouses (per living unit)	\$206.00
Fixture each @	\$33.00
Domestic Water Heater each @	\$33.00
Swimming Pool	\$610.00
Alterations	\$98.00
Sprinkler (Fire) per head	\$12.00
Minimum	\$103.00
Sprinkler (Lawn) per head	\$10.00
Minimum	\$103.00
a) Minimum plumbing alteration	\$98.00
b) Minimum electrical alteration	\$98.00

ELECTRICAL WORK

Base Charge Commercial/Industrial per 1,500 sq.ft.	\$103.00
Minimum	\$206.00
Multi-Family Building (per living unit)	\$152.00
Commercial or Industrial electrical service replacement	\$103.00
Service Station Pumps, per pump	\$54.00
Alterations	\$98.00

Lindenhurst Building Department Fee Schedule

HEATING

Commercial or Industrial fee per 1,500 sq.ft.	\$103.00
Minimum	\$103.00
Commercial or Industrial remodeling, fee per 1,500 sq.ft.	\$51.00
Minimum	\$98.00
Multi-Family Building (per living unit)	\$103.00
Alterations	\$98.00

AIR CONDITIONING

Commercial or Industrial, fee per 1,500 sq.ft.	\$54.00
Minimum	\$103.00
Commercial or Industrial remodeling, fee per 1,500 sq.ft.	\$51.00
Minimum	\$98.00
Replacement of a unit	\$98.00
Duct work	\$98.00

WATER SUPPLY

Administration and Enforcement	\$54.00
--------------------------------------	---------

SEWER DISPOSAL

Administration and Enforcement	\$54.00
--------------------------------------	---------

CERTIFICATE OF OCCUPANCY

Commercial or Industrial fee per 1,500 sq.ft.	\$72.00
Minimum Team Inspection	\$306.00
Per Living Unit (Apartments)	\$103.00
Motel, Hotel, Dormitories, Nursing Homes (per unit)	\$103.00
Supporting area, fee per 1,000 sq. ft.	\$15.00
Minimum	\$103.00
Garages and Accessory Buildings over 100 sq. ft.	\$66.00
Temporary Certificates of Occupancy (90 days maximum)	
Commercial/Industrial	\$306.00

Lindenhurst Building Department Fee Schedule

EXAMINATION OF PLANS

Commercial/Industrial, fee per 50,000 cubic feet	\$206.00
Minimum	\$206.00
Multi-Family	
Apartments per living unit	\$103.00
Motel, Hotel, Dormitories, Nursing Homes (per unit)	\$61.00
Plus, fee per 1,000 Cubic Feet for support area (excluding halls)	\$15.00
Accessory Buildings and Additions	
100 square feet to 600 square feet	\$72.00
Over 600 square feet	\$103.00
Phase Permits (per phase)	
Commercial/Industrial	\$509.00

REPAIRS AND ALTERATIONS

Commercial, fee per \$1,000 of estimated cost of construction	\$22.00
Minimum	\$98.00
Residing or reroofing, <u>each</u> at	\$69.00

PRELIMINARY AND SPECIAL INSPECTIONS

Commercial/Industrial team inspection	\$388.00
Commercial/Industrial work not requiring more than 1 inspector	\$98.00

MOVING, RAISING, SHORING, UNDERPINNING OF STRUCTURES

0 to 2,500 square feet	\$98.00
Over 2,500 square feet	\$192.00

DEMOLITION

Each major building	\$103.00
Each minor building	\$54.00

SWIMMING POOLS

Commercial	\$610.00
(Plus applicable fees for plumbing and electric)	

FENCES

0 to 299 lineal feet	\$54.00
300 to 599 lineal feet	\$103.00
Over 600 lineal feet	\$154.00

Lindenhurst Building Department Fee Schedule

TOWERS, BLEACHERS, ELEVATORS, ETC.

On which the Cubic Feet basis of measurement is not practical,

fee per \$1,000 of estimated cost of construction	\$15.00
Minimum	\$103.00
Television Towers, etc.	\$103.00
Retaining Wall - Sea Wall fee per \$1,000 of estimated cost of Construction	\$15.00
Minimum	\$103.00
Temporary Structure	\$103.00
Gasoline Tanks above ground, each @	\$103.00
Gasoline Tanks below ground, each @	\$200.00
Gasoline Island pumps, each @	\$103.00
Canopies, each @	\$200.00
Elevator, Dumbwaiter, and Escalator, new each @	\$306.00
Elevator, Dumbwaiter, and Escalator, repairs each @	\$170.00
Elevator, Semi-Annual Inspection	\$177.00
Dumbwaiter and Escalators Semi-Annual Inspection	\$154.00
Signs	\$103.00

USE PERMIT (Land or Building)

Commercial or Industrial	\$200.00
--------------------------------	----------

<u>TEMPORARY USE PERMITS (Building Code Portion)</u>	\$54.00
---	---------

****POSTING PROPERTY**

Administrative fee	\$103.00
--------------------------	----------

Any construction work started without first applying for a permit may be subject to a double permit fee to cover cost of posting the violation notice and special inspections.

GENERAL NOTES:

Additional inspection(s) charged at above rates (per inspection)

SITE DEVELOPMENT PERMIT FEE SCHEDULE (Residential)

<u>AREA OF DISTURBANCE</u>	<u>1 & 2 Family</u>
0 - 1,500 sq. ft. (includes site restoration & septic)	\$226.00
1,501 - 15,000 sq. ft.	\$546.00
15,001 - < 1 acre	\$883.00
1 - < 3 acre	\$1,178.00
3 - < 15	\$2,208.00
15 - < 30	\$2,945.00
30 acres or greater	\$3,682.00
Topdressing due to subsidence	\$178.00

Fee includes special inspection, plan review, and inspections: 1) erosion control, 2) stripping and/or clearing, 3) rough grading, 4) final grading, 5) seeding and landscaping deadlines, 6) final stabilization and landscaping.

<u>Additional Services (Add-on-Fees)</u>	<u>1 & 2 Family</u>
1) Application Extension	\$89.00
2) Floodplain/Flood Table (new structure, addition, alterations, fill)	\$369.00
3) Hydrology Review or Detention Basin	\$443.00
4) Inspection	\$89.00
5) Permit Amendment	\$89.00
6) Permit Expiration Extension	\$147.00
7) Permit Plan Revision	\$96.00
8) Plan Review	\$96.00
9) Subdivisions over 60 lots (per lot)	See "All Others"
10) Violation Posting Administrative Fees	\$236.00
11) As Built Foundation Review	\$140.00



February 24, 2025

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: G. Ratification of a Collective Bargaining Agreement between the International Union of Operating Engineers Local No. 150 and Village of Lindenhurst

Alignment with Strategic Plan:

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

Budgetary Impact: _____

Within Budget: Yes No

Suggested Motion: Approve a Collective Bargaining Agreement between the International Union of Operating Engineers Local No. 150 and Village of Lindenhurst

Voting Record:

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF LINDENHURST

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 150**

Effective May 1, 2024 through April 30, 2029

AGREEMENT

This Agreement is made and entered into by and between the Village of Lindenhurst (hereinafter referred to as the "Village" or "Employer") and the International Union of Operating Engineers, Local Union No. 150 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity in an economical manner; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 **RECOGNITION AND REPRESENTATION**

Section 1. Employees Bargained For The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

INCLUDED:

Regular full-time and regular part-time employees in the Department of Public Works.

EXCLUDED:

All supervisory employees.

Section 2. Deductions The Village agrees to deduct from the pay of those bargaining unit employees who are Union members the following: Union membership dues. The Village agrees to deduct from the pay of those employees who are voluntary fair share members the following: voluntary fair share fees.

Requests shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act, 5 ILCS 365, and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from a bargaining unit employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union shall

advise the Village of any increases in dues in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

Section 3. Union Indemnification The Union shall indemnify, defend and hold harmless the Village, its elected representatives, officers, administrators, agents and employees, from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that arise out of, or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written check off authorization form furnished under the provisions of this Article. If an improper deduction is made, the Union shall promptly refund to the affected employee(s) any such amount(s).

Section 4. New Classifications The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. Any dispute regarding the appropriateness of including the new classification shall be resolved through the processes of the Illinois Labor Relations Board. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate ultimately agreed upon differs from that initially established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days. The sole issue before the arbitrator shall be whether the rate established by the Employer is unreasonable.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Non-Discrimination In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, or Union membership. Any dispute concerning the interpretation and application of this paragraph shall be processed through the grievance procedure.

Section 2. Americans With Disabilities Act Neither the Union nor the Village shall discriminate against a qualified individual with a disability.

ARTICLE 3 MANAGEMENT RIGHTS

Subject to the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Departments in all of its various aspects and to manage and direct employees, including the following: to determine the mission of the Departments; to determine the number and location of facilities and Departments as well as

the staffing and equipment for such Departments and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees when necessary as determined by the Village; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the express provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in the Illinois Public Labor Relations Act. In addition, the Village may establish all requirements, rules, policies and procedures.

ARTICLE 4 **UNION REPRESENTATION**

Section 1. Union Activity During Working Hours The parties acknowledge the general principal that working time is for work. The Union Steward or his/her designee shall ask for and obtain permission before leaving his/her job in order to attend meetings with management and/or supervisors scheduled to discuss discipline or grievances. The granting or denial of permission to carry on such Union business is subject to the Village's operating needs.

Authorized agents of the Union shall have access to the Village's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, the Union representatives shall give prior notice to the Village except in emergency situations and there is no interruption of the Village's working schedule.

Section 2. Union Stewards Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards, The Union will provide written notice to the Village Administrator to identify the Stewards.

Section 3. Time Off for Union Activities Two (2) Union Stewards shall be allowed time off without pay for up to one (1) week per year for legitimate Union business, such as Union meetings and State or International conventions, provided such representatives give at least two (2) weeks prior notice to their supervisor of such absence and so long as such time off does not substantially interfere with the Village's operating needs. The employee may utilize any accumulated vacation time off in lieu of the

employee taking such without pay.

Section 4. Union Bulletin Boards The Village will make available a two Union bulletin boards for the posting of official Union notices of a non-political, non-inflammatory nature.

The Union will limit the posting of Union notices on Village premises to such bulletin board. Stewards shall be the sole Union officials authorized to post notices on such bulletin board, and one (1) such steward shall date and initial all such postings.

ARTICLE 5 **HOURS OF WORK AND OVERTIME**

Section 1. Hours of Work and Overtime Nothing in this Article or Agreement shall be construed as a guarantee of hours or days of work for any period of time.

Section 2. Normal Workday and Workweek

A. The normal work day is eight (8) hours for full-time bargaining unit employees and shall include a paid lunch period of thirty (30) minutes. There shall be no other paid breaks.

B. The normal work week is forty (40) hours, inclusive of the paid lunch period. Employees shall be required to report ready for work to the workplace at the beginning of each shift. The normal working hours for bargaining unit employees are 7:00 a.m. to 3:00 p.m., Monday through Friday. One (1) qualified employee shall be scheduled to work at least a minimum of four (4) hours on Saturday, Sunday and on any of the paid Holidays. In non-emergency situations, should it be necessary in the interest of efficient operations to establish schedules departing from the normal work day, or work week, the Village will give at least fourteen (14) days notice to the Union. It is agreed these changes will be infrequent. It is further agreed that winter operations is not an emergency.

Section 3. Lunch Period Full-time employees will be scheduled for a thirty (30) minute paid lunch period near the midpoint of each day.

Section 4. Overtime Compensation

A. Except as set forth elsewhere in this Agreement, all full-time bargaining unit employees will be paid at one and one-half (1 and ½) the employee's regular hourly rate of pay for hours worked outside the employees' normal work schedule as set forth in Section 2 above.

B. All bargaining unit employees will be paid at one and one-half (1 and ½) the employee's regular hourly rate of pay for hours worked in excess of forty (40) hours per week.

C. Time paid for but not worked shall be counted as time worked for purposes of computing overtime compensation.

D. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

Section 5. Overtime Distribution The Village shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments. The Village agrees to the extent practical, it will distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall normally work the overtime. However, the Village retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

Section 6. Callback A “callback” is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours. It is expressly agreed that a callback assignment is for a specific purpose. The callback assignment pay begins at report time. Employees shall receive fifteen (15) minutes of overtime pay for each call outside of the normal workday that can be handled remotely. Bargaining unit members shall not create their remote work overtime pay by calling a bargaining unit peer without approval from a non-bargaining unit supervisor.

Section 7. Stand by Pay

It is clearly understood that two Public Works employees will be on Stand-by year round: one (1) certified operator will be on call at all times as well as one additional employee. The Village may in its discretion waive the requirement that one of the standby operators must be a certified operator. In cases of emergencies, all employees shall report for duty as required. It is also understood that employees on Standby rotate weekly when applicable. Additionally, from the second week in November to the last week in March of each year, all Public Works employees will be on standby, except those on approved leaves (e.g., vacation).

Any employee who is on Stand-By shall be compensated at the rate of \$161 per week (\$23 per day) for said Stand-By. Stand-By duty employees may switch Stand By duty with another qualified employee with supervisor approval, such approval not to be unreasonably withheld.

ARTICLE 6
SENIORITY

Section 1. Seniority Defined An employee’s seniority shall be the period of the employee’s most recent continuous regular employment with the Village. Ties in seniority shall be resolved by alphabetical placement of the last names of the employees.

Section 2. Breaks in Continuous Service An employee’s continuous service record shall be broken by a quit or voluntary resignation, a layoff of twelve (12) months, the failure to return from layoff within fourteen (14) work days after recall, discharge for just

cause, retirement, failure to return from a leave of absence, failure to return to work when fit for duty following medical leave, and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Village within twelve (12) months, the break in continuous service shall be removed from his/her record but there shall be no credit for the time between periods of employment.

Section 3. Seniority List In January of each year, the Village shall mail to the Union a seniority list for each Department showing the seniority of each employee. The seniority list shall be accepted and final thirty (30) days after the Village mails the list.

Section 4. Probationary Employees An employee is probationary for one (1) year following the date of hire. Employees who are promoted within the bargaining unit shall serve an additional six (6) month review period. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Section 5. Promotions Promotions shall be based upon seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail. Should a senior employee decline a promotion, it shall not have the effect of preventing consideration of that employee for future promotions.

ARTICLE 7 LAYOFF AND RECALL

Section 1. Layoff In the event of a layoff, employees shall be laid off within each department in inverse order of their Village seniority. However, prior to laying off any bargaining unit employees, probationary and part-time employees in the classification will be laid off first.

Layoff of employees will be as follows:

1. Employees shall be laid off in inverse order of Village seniority within the department. The foregoing provision need not apply if the application thereof would require the Village to lay off an employee or employees possessed of essential skills necessary to perform properly, the work available at the time of layoff, not possessed by an employee or employees with greater seniority.

Section 2. Recall of Laid-off Employees The names of laid off employees shall be placed on a layoff list for twelve (12) months. In the event of a recall, the appropriate number of employees on the layoff list shall be recalled to a vacancy in their job classification in seniority order. An employee subject to recall must be fully qualified to perform the work to which they will be recalled. Recall notice shall be sent via certified mail to the last known mailing address of the employee. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall commencing upon the date of delivery of the recall notice. The recalled employees shall report for work at the end of the recall notice. After twelve (12) months on layoff, an employee shall lose his/her seniority.

Section 3. Definition and Notice A layoff is defined as a reduction in bargaining unit jobs. The Employer decides whether a layoff is necessary. The Employer will give the Union at least two (2) weeks notice of any layoffs, or more where practicable.

ARTICLE 8 **HOLIDAYS AND PERSONAL DAYS**

Section 1. Holiday Observances

A. The Village shall observe the following holidays annually: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve (one-half (1/2) day), Christmas Day, and New Year's Eve (one-half (1/2) day), Discretionary or Floating Holiday (to be prearranged through the department manager or supervisor). New employees hired after September 30 will not receive a Floating Holiday for that calendar year

Should the two (2) one-half (1/2) day eves fall on a weekend day (Saturday or Sunday), a floating holiday will be provided in place of two (2) one-half (1/2) eve days.

B. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

Section 2. Holiday Compensation

A. Regular full-time employees shall receive their normal compensation for holidays. If a regular full-time employee is required to work on a holiday, he shall be paid at one and one-half (1 and ½) the employee's regular hourly rate for hours worked plus holiday pay.

B. Part-time employees shall receive time off without pay for holidays. If a part-time employee is required to work on a holiday, he shall be compensated for hours worked at his normal rate of pay.

Section 3. Personal Leave Days Where practicable, regular full-time employees shall request approval of their department manager at least two (2) weeks (fourteen (14) calendar days) in advance of taking such time off. In cases when an employee is separated from the Village service, there will be no compensation for unused Personal Leave days. The two (2) Personal Leave days are granted on a calendar year basis beginning January 1, and may be taken at any time during that calendar year. For new regular full-time employees, a person starting work between January 1 and June 30 of the calendar year will be eligible for two (2) Personal Leave days. A regular full-time employee starting work between July 1 and September 30 will receive one (1) Personal Leave day. Regular full-time employees starting work after September 30, will not be eligible for a Personal Leave for that particular calendar year. Personal Leave may not be carried over from one (1) calendar year to the next but may be added to accrued vacation time or scheduled with fixed-date holidays, subject to the approval of the department manager such approval not to be unreasonably denied.

ARTICLE 9
VACATION LEAVE

Section 1. Amount

A.

Full-time employees shall be entitled to employees shall be entitled to vacation as set out below, based on continuous years of service of:

Service	Annual
1-4 full years of service	80 hours
Start of 5 th year through completion of 11 full years of service	120 hours
Start of 12 th through completion of 19 full years of service	160 hours
Start of 20 years of service	200 hours

Vacation leave shall be awarded to employees at their original employment anniversary date of each year in an amount corresponding to the schedule above based upon the number of full years of employment completed. Vacation days are not cumulative. Earned days must be taken during the anniversary year following the year earned. Exceptions to this rule will be considered by the Village Administrator or his designee on a case-by-case basis for special circumstances. Requests for vacation leave can be requested in one (1) hour increments and must be made a minimum of three (3) calendar days prior to the requested vacation leave period by the employee and approved by the Public Works Director or his designee. The Public Works Director or his designee may grant vacation leave requests with less than three (3) calendar days' notice subject to the operational needs of the Department, such grants shall not be unreasonably denied.

The parties mutually recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, 820 ILCS 192/1 et seq. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

Section 2. Accrual Vacation leave shall be awarded regular full-time employees at the last employment anniversary date of each year in an amount corresponding to the schedules in Section 1 above based on the number of full years of service completed by an employee. Carry over of vacation leave from one anniversary year to the next requires approval of the Village Administrator and shall not be approved in the absence of extenuating

circumstances. The Village Administrator's decision as to whether extenuating circumstances exist and warrant carry over of vacation leave shall be final and not subject to the grievance procedure. Vacation leave carried over to the next anniversary year shall be taken within ninety (90) days, provided, however, that no more than the current year's accrual shall be taken consecutively.

Section 3. When Taken Regular full-time employees with less than one (1) full year of service shall be eligible to take five (5) days of vacation leave upon completion of six (6) full months of service. Vacation leave schedules shall be approved by department managers.

Vacation leave shall be taken in not less than one-half (1/2) day increments.

Section 4. Payment on Separation Regular full-time employees leaving the Village service shall be compensated for vacation leave earned upon separation or resignation. In the event of separation due to death of the employee, compensation shall be paid to the employee's beneficiary.

Section 5. Holidays Occurring During Vacation Period Any holiday observed by the Village as set forth above which may occur during an employee's scheduled vacation period shall not be counted as a day of vacation.

ARTICLE 10 **SICK LEAVE**

Section 1. Amount A regular full-time employee shall earn twelve (12) days of sick leave with pay annually. Such accrual will commence only after six (6) consecutive months of employment with the Village. Sick leave shall not be accrued while on leave of absence without pay.

Section 2. When Taken Regular full-time employees in good standing shall be eligible for paid sick leave benefits. An employee may be eligible for sick leave for a twelve (12) month period maximum because of personal illness or physical incapacity: enforced quarantine of the employee in accordance with health regulations: or because of illness in the immediate family requiring the employee to remain at home. In this instance, the immediate family is defined as a spouse, child or other member of an employee's household. Sick leave shall be taken in one (1) hour increments. If an employee is ill and has exhausted sick leave benefits, other paid benefits earned shall be used by the employee in lieu of paid sick leave.

Section 3. Accrual/Eligibility Regular full-time employees in good standing shall be eligible for paid sick leave benefits. An employee may be eligible for sick leave for up to a maximum two hundred and forty (240) days but employees shall only be paid for accrued sick days. Sick leave pay may be used for lost time resulting from the following specific situations:

1. Illness or incapacities requiring the employee to stay at home.
2. Doctor or hospital visits for illnesses or incapacities.

3. Doctor or hospital visits for any type of preventive or elective medical care or therapy visits as prescribed by a doctor for illnesses or incapacities; provided, however, that advance approval for scheduling time off must be obtained from their Department Manager.
4. When necessary for medical treatment listed in 1, 2 or 3 above for a spouse, child or other member residing in the employee's household. For medical treatment as listed in 3 above, advance approval for scheduling time off must be obtained from their Department Manager, such approval not to be unreasonably withheld.

If requested by the Village, pursuant to Section 5 for medical treatment listed in 1 through 4 above, employees shall provide a doctor's note.

Section 4. Illness During Vacation If regular full-time employees become ill during a vacation period, such days may not be designated as sick leave days, thereby carrying over the vacation time to another period.

Section 5. Notification A regular full-time employee who is unable to report for work shall report the reason for the absence to the supervisor before or within one-half (½) hour of the regular starting time for that employee. If an employee becomes sick while at work he must advise his immediate supervisor. Failure to provide notice on each such day may be considered absence without leave and without pay for that full day. The Village may require evidence supporting the use of sick leave, if abuse of the sick leave is suspected by the Village. Absence of three (3) or more consecutive work days, due to illness may require a doctor's statement. A medical certificate required by the department manager shall consist of a written statement by a qualified doctor indicating: a) the employee has been examined by the doctor during the period of absence and is certified to return to work with or without restrictions, or b) the dates on which the employee is expected to be physically incapacitated from work.

Section 6. Yearly Buy-Back Employees will be eligible to continue the yearly buy back program as exists as of the date of this agreement.

ARTICLE 11 LEAVES

Section 1. Bereavement Leave Bereavement leave may be granted for a maximum of three (3) working days to regular full-time employees in the event of a death of a spouse, child, mother, mother-in-law, father, father-in-law, sister, brother, grandparents, or other members of the employee's immediate household. The employee would be compensated at regular rate not to exceed eight (8) hours in a day.

Section 2. Jury Duty An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay for days or portions thereof on which the employee must be present for such service and for up to ten (10) work days. The employee shall present a certificate evidencing his/her service as a juror. Employees are expected to return to work directly after release from jury duty when possible (i.e., when jury duty does not last the entire day). All payments provided by a court

for jury service shall be turned over to employee's department manager.

Section 3. Military Leave

A. **Eligibility** Regular full-time employees leaving the service of the Village to join, by virtue of being drafted or through voluntary enlistment, the armed forces of the United States shall be granted a military leave of absence without pay to extend ninety (90) days beyond the date of termination of active service. Military leave of absence shall be approved for a maximum of five (5) years, and then only if the employee is kept in beyond a single four (4) year term. Members of a reserve component of the United States Armed Services, including the Illinois National Guard who are activated by an order of the President of the United States shall receive full pay received as an employee at the time of activation plus any health insurance and other benefits minus the amount of his base pay for military service for the duration of service (not to exceed twenty percent (20%) of the work force; ref. ILSCS 135/15 Section 140/2).

B. **Re-employment** A regular full-time employee returning from military leave shall be entitled to re-employment without loss of seniority, provided that he has been honorably discharged, is physically and mentally capable of performing the duties of the position involved, and returns to work within ninety (90) days of termination of active service. In the event that the position previously held by the employee is no longer vacant at the time he qualifies for re-employment, every attempt shall be made to offer employment in another position of the same grade, or in a closely related grade. If the job held by the employee has been eliminated in the interim, the employee shall be treated as any other employee who was assigned to the job.

C. **Salary** A regular full-time employee returning from military leave may be re-employed in his classification as he had attained when granted a military leave.

D. **Disposition of Vacation and Sick Leave** A regular full-time employee who leaves the municipal service directly for such military leave, not to exceed one (1) year, may elect to be paid for any accrued vacation as he may be entitled to as if he were actually separating from the Village service. Such election shall be made in writing by the employee. If the employee elects not to be paid for vacation leave, then accrued vacation credits shall be reinstated upon return of the employee. Accrued sick leave shall be reinstated upon return of the employee in either case.

Section 4. Short-Term Military Duty

A. All regular full-time and part-time employees who are active members of the United States military reserves or National Guard shall be entitled to leave of absence without pay for required military duty and training.

B. Employees shall notify their department head at least five (5) working days, when possible, in advance of military duty or training and return to work the first regularly scheduled work day following such duty or training.

C. Employees called to longer periods of active duty, such as in times of national

emergency, shall have the same re-employment rights as those provided in Section 3 of this Article.

Section 5. Occupational Injury or Disease Leave Regular full-time employees who are injured on the job, or who contract an occupationally related disease, are covered by the Illinois Worker's Compensation Act and the Illinois Occupational Diseases Act.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 1. Definition A "grievance" is defined as a dispute raised by an employee and/or the Union against the Village involving an alleged violation of an express provision of this Agreement.

Section 2. Procedure The parties acknowledge that it is usually most desirable for a regular full-time employee and his/her immediate supervisor to resolve problems through free and informal communications. If however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted in writing to the employee's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within fourteen (14) calendar days after receipt of the supervisor's answer at Step 1. Thereafter, the Village Administrator or his designee and other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

Section 3. Arbitration If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Village Administrator's written answer as provided to the Union at Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Within seven (7) days after receipt of the list, the arbitrator shall be selected from the panel by each party alternatively striking a name from the panel until only one name remains. The order of striking shall be determined by the toss of a coin. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator The arbitrator shall be limited to the construction and application of the specific terms of this Agreement and/or to the matters referred to him/her for arbitration. The arbitrator shall have no authority or jurisdiction directly or indirectly to add to, or subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein. The arbitrator shall have no authority to make an award on any issue not so submitted or raised. The arbitrator shall be without power to make any award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any award of the arbitrator rendered within the limitations of this Section 2 shall be final and binding upon the Village, the Union and the employee covered by this Agreement.

Section 5. Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the

regular employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Exclusivity of Grievance Procedure The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

Section 7. Grievance Forms The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form or other procedural error shall not be grounds for denial of the grievance.

ARTICLE 13 **NO STRIKE – NO LOCKOUT**

Section 1. No Strike Neither the Union nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

Section 2. No Lockout The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3. Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 of this Article is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4. Union Official Responsibility Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to

take all available disciplinary action against them if they refuse.

Section 5. Judicial Restraint Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6. Consequences of a Strike

(A) Resumption of Operations and Union Liability. In the event of action prohibited by Section 14.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

(B) Discipline of Strikers. Any employee who violates the provisions of Section 14.1 above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act. An employee disciplined for violating this Article shall have no recourse to the grievance procedure except for the limited purpose of disputing the occurrence of a violation of this Article but not to challenge the amount or level of discipline imposed.

ARTICLE 14
HEALTH INSURANCE

All bargaining unit employees will participate in the Midwest Operating Engineers Welfare Fund through the end of the month for which premiums had already been paid by the Village as of the date of ratification by both parties of the May 1, 2024, bargaining agreement. A bargaining unit employee becomes covered and otherwise eligible to participate in the Midwest Operating Engineers Welfare Fund (the "Fund") on the first day of the first month after the employee is hired (e.g., an employee hired July 5th will become eligible on August 1st).

Through the end of the month for which insurance premiums have already been paid by the Village as of the date of ratification by both parties, the Employer shall pay the following amounts per month:

\$2,971 for family coverage; \$1,948 for single +1 coverage; \$974 for single coverage.

The Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the preceding month. Contributions to the Fund shall not constitute or be deemed wages due to the employee. The Village shall abide by all terms and conditions of the Fund plan. It is expressly understood that employees shall not contribute towards the cost of insurance.

The Employer shall also maintain its current life insurance policies (or substantially similar policies) during the life of this Agreement.

Beginning the first day first full month following the date of ratification, for which the Village had not pre-paid premiums under the Local 150 insurance plan, employees will participate in the Village's insurance plan.

Employees covered by this Agreement shall be eligible to participate in the Village's group health, dental, and life insurance plans on the same terms and conditions that are applicable to Village employees, as may be changed from time to time. The Village agrees that bargaining unit employees shall pay no more than five percent (5.0%) towards the cost of their health, dental, and vision insurance premiums.

ARTICLE 15

TRAINING AND DEVELOPMENT

Section 1. The Village shall promote training of employees to the end that services rendered to the Village may be made more effective and that employees may become qualified for positions of higher responsibility. The following types of training are offered by the Village:

1. Recruit Training Legally mandated training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-Service Training Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques and/or keep abreast of developments in the employee's field.
3. Specialized Training Attendance of conferences, workshops, seminars and similar programs involving professional training which indirectly relates to an individual's employment.
4. Academic Instruction Completion by correspondence or class room attendance of course work provided by accredited educational institutions where such instruction will benefit the municipal service.

Section 2. Training shall be recommended by the Department manager and approved by the Village Administrator prior to registration. No reimbursement for training expenses shall be made without such approval.

Section 3. All expenses for recruit, in-service and specialized training including tuition and fees will be reimbursed by the Village. Travel, lodging, and other related costs may be reimbursed as provided in the Village of Lindenhurst Personnel Policy Manual.

Section 4. Tuition Reimbursement The following rules shall govern tuition reimbursement for academic instruction:

1. Tuition reimbursement is available for permanent full-time employees who are on the

active payroll. Probationary or part-time employees will not be eligible for tuition reimbursement.

2. Courses and educational programs offered through an approved and accredited educational institution or a professional organization shall be eligible for tuition reimbursement, subject to the other conditions contained herein.
3. In order for an employee to receive tuition reimbursement, the eligible course or educational program must be completed with a minimum grade or "C" or satisfactory completion. Tuition reimbursement will not be available if the employee fails to complete the course or program unless the employee can demonstrate acceptable reasons for not completing the program.
4. All courses and educational programs subject to tuition reimbursement shall be completed on the employee's own time. Limited work schedule adjustments may be allowed by the supervisor or Department Manager based upon the needs of the department.
5. Each full-time employee shall be eligible for a maximum of \$1,000.00 in tuition reimbursement during a Village fiscal year. Books are not eligible for tuition reimbursement.
6. Decisions regarding tuition reimbursement are subject to review and approval by the Village Administrator. Exceptions to these guidelines for good cause shall be considered on a case-by-case basis.
7. Tuition reimbursement may be provided at the sole discretion of the Village on an annual basis.

ARTICLE 16

UNIFORM – CLOTHING PROVISIONS

Section 1. Uniforms The Village may provide for the uniform and special clothing needs of its employees. These needs will be met by purchase, lease or provision of clothing, and replacement allowances for uniforms and clothing. The employee will be responsible for proper care and use of clothing and uniforms and the laundering of same, if appropriate.

The Department shall develop procedures for provisions of uniforms and special clothing.

Section 2. Boot Allowance Employees shall receive a boot allowance of two hundred fifty dollars (\$250.00) per year for the purchase of safety boots, with proper receipt documentation or through a vendor selected by the Village.

ARTICLE 17
EMPLOYEE ACCESS TO RECORDS AND EMPLOYEE DISCIPLINE

Section 1. Employee Access to Records Unless otherwise provided by law, personnel records shall be confidential. An employee shall be allowed to inspect his personnel file twice a calendar year during business hours or more frequently if approved by his department manager. The following types of items may be excluded from the employee's inspection: medical records, test documents (other than the score itself), materials used for management planning, records involving the employee subject to judicial proceeding or any records alleging criminal activity and letters of recommendation requested in confidence. Personnel records shall not be released to a third party unless specifically authorized by the employee or otherwise required by law.

Section 2. Employee Discipline The Village will discipline, suspend, demote and discharge employees for just cause.

ARTICLE 18
SAVINGS

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In each event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

ARTICLE 19
UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE 20
WAGES

Section 1. Wages Effective May 1, 2024, and retroactive on all hours paid to that date for all employees employed by the Village on the date of contract ratification, the Village will implement the following salary schedule:

FY 2024/2025 Step System

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Laborer	\$21.40	\$22.04	\$22.70	\$23.38	\$24.09	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43
Operator 1	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58	\$30.46	\$31.38	\$32.32	\$33.29	\$34.29	\$35.32	\$36.38
Operator 2	\$30.11	\$31.01	\$31.94	\$32.90	\$33.89	\$34.91	\$35.95	\$37.03	\$38.14	\$39.29	\$40.47	\$41.68	\$42.93	\$44.22
Operator 3	\$32.88	\$33.87	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26	\$40.44	\$41.65	\$42.90	\$44.19	\$45.51	\$46.88	\$48.29

FY 2025/2026 Step System

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Laborer	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29
Operator 1	\$25.45	\$26.21	\$27.00	\$27.81	\$28.65	\$29.50	\$30.39	\$31.30	\$32.24	\$33.21	\$34.20	\$35.23	\$36.29	\$37.38
Operator 2	\$30.94	\$31.87	\$32.82	\$33.81	\$34.82	\$35.87	\$36.94	\$38.05	\$39.19	\$40.37	\$41.58	\$42.83	\$44.11	\$45.43
Operator 3	\$33.78	\$34.80	\$35.84	\$36.92	\$38.02	\$39.17	\$40.34	\$41.55	\$42.80	\$44.08	\$45.40	\$46.77	\$48.17	\$49.61

FY 2026/2027 Step System

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Laborer	\$22.59	\$23.27	\$23.97	\$24.69	\$25.43	\$26.19	\$26.98	\$27.79	\$28.62	\$29.48	\$30.36	\$31.27	\$32.21	\$33.18
Operator 1	\$26.15	\$26.94	\$27.74	\$28.58	\$29.43	\$30.32	\$31.23	\$32.16	\$33.13	\$34.12	\$35.14	\$36.20	\$37.29	\$38.40
Operator 2	\$31.79	\$32.74	\$33.72	\$34.74	\$35.78	\$36.85	\$37.96	\$39.10	\$40.27	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68
Operator 3	\$34.71	\$35.75	\$36.83	\$37.93	\$39.07	\$40.24	\$41.45	\$42.69	\$43.97	\$45.29	\$46.65	\$48.05	\$49.49	\$50.98

FY 2027/2028 Step System

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Laborer	\$23.21	\$23.91	\$24.63	\$25.37	\$26.13	\$26.91	\$27.72	\$28.55	\$29.41	\$30.29	\$31.20	\$32.13	\$33.10	\$34.09
Operator 1	\$26.87	\$27.68	\$28.51	\$29.36	\$30.24	\$31.15	\$32.08	\$33.05	\$34.04	\$35.06	\$36.11	\$37.19	\$38.31	\$39.46
Operator 2	\$32.66	\$33.64	\$34.65	\$35.69	\$36.76	\$37.87	\$39.00	\$40.17	\$41.38	\$42.62	\$43.90	\$45.21	\$46.57	\$47.97
Operator 3	\$35.67	\$36.74	\$37.84	\$38.98	\$40.14	\$41.35	\$42.59	\$43.87	\$45.18	\$46.54	\$47.93	\$49.37	\$50.85	\$52.38

FY 2028/2029 Step System

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Laborer	\$23.85	\$24.57	\$25.31	\$26.06	\$26.85	\$27.65	\$28.48	\$29.34	\$30.22	\$31.12	\$32.06	\$33.02	\$34.01	\$35.03
Operator 1	\$27.61	\$28.44	\$29.29	\$30.17	\$31.07	\$32.01	\$32.97	\$33.96	\$34.97	\$36.02	\$37.10	\$38.22	\$39.36	\$40.54
Operator 2	\$33.56	\$34.57	\$35.61	\$36.67	\$37.77	\$38.91	\$40.07	\$41.28	\$42.51	\$43.79	\$45.10	\$46.46	\$47.85	\$49.29

Operator 3

\$36.65 \$37.75 \$38.88 \$40.05 \$41.25 \$42.49 \$43.76 \$45.07 \$46.43 \$47.82 \$49.25 \$50.73 \$52.25 \$53.82

Effective May 1, 2024, employees in the bargaining unit shall be placed in the following steps:

<u>Employee</u>	<u>Starting Step</u>
Dan Beucher	13
Phil Gaughran	9
Craig Harrison	9
Kevin Nadelhoffer	6
Don Sonnefeldt	10
Klayton Miller	1
Mike Turner	4
Zach Turner	5

Employees hired after the date of ratification of the 2024 bargaining agreement shall ordinarily start at Step 1, advance to Step 2 upon completion of their probationary period, and advance to Step 3 on the first May 1 after completion of the employee’s probationary period. Employees hired with prior experience may be started at any Step of the Step System based on their prior experience, as determined by the Village in the sound exercise of its discretion. If a candidate with prior experience is started at Steps 1 through 14, the Village may delay the advancement of the candidate to the subsequent step until the second May 1 after the employee’s hire date instead of the first May 1. Beginning with Step 3, step advancement for eligible employees shall be on May 1 of each year.

All employees’ performance and salaries will be reviewed annually by the Department Head and/or his designee. The Employer agrees that each employee will meet each quarter with their supervisor to review the Management’s performance objectives and provide training or other recommendations to address any concerns of Management. Employees who meet or exceed the majority of performance objectives as established by the Village shall receive a step and salary increase.

Employees who do not meet or exceed performance of the majority of departmental and individual goals as established by the Village shall remain in the same step at the new rate of pay for that step. They shall be assigned a Performance Improvement Plan established by the Village for up to sixty (60) calendar days. Upon successful completion

of the Performance Improvement Plan, they shall be eligible to advance to the next step in the next payroll period.

Employees may move from Operator 1 to Operator 2, and from Operator 2 to Operator 3, if the Village declares a vacancy in the higher-rated position and if the employee meets all of the qualifications for the position. If there are two or more interested, qualified candidates, the Village will select the candidate with the best skill, ability, and work record for the position. When an employee is promoted to a higher-rated classification, they will be placed in the Step of the new classification that will result in at least a 5.0% increase in compensation. Future Step adjustments will continue to be made on May 1 of each year.

In addition to the amounts set forth in the wage table above, employees shall also be eligible for the following license pay for each category of license held by the employee. License pay is not cumulative for the same category of license. E.g., an employee shall receive a total of \$2.00 per hour for a Class B water license, regardless of whether they also hold a Class C or D license. License pay shall be in the following amounts:

<i>Water License</i>	<i>B</i>	<i>C</i>	<i>D</i>
	\$2.00	\$1.00	\$0.50

<i>Sewer License</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>Collections</i>
	\$2.00	\$1.00	\$0.75	\$0.50	0.25

<i>Forestry License</i>	<i>Muni. Arborist</i>	<i>Arborist</i>
	\$2.00	\$1.00

Section 2. Compensatory Time Any employee entitled to overtime pay under the provisions of this Agreement may elect compensatory time in lieu of overtime pay. The employee may accrue a forty (40) hour rolling compensatory time bank.

**ARTICLE 21
DRUG AND ALCOHOL POLICY**

The Drug and Alcohol Policy in effect for all bargaining unit employees required to have a Commercial Drivers License is made a part of this Agreement and incorporated by reference.

**ARTICLE 22
LABOR MANAGEMENT CONFERENCES**

Section 1. Labor Management Conferences The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings may be held between Union and Employer representatives when appropriate. Such meetings may be scheduled within one week of either party submitting

an agenda to the other, or at a time mutually agreed upon by the parties, and may be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 2. Purpose It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 23 **AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights Article. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

ARTICLE 24 **TERMINATION**

This Agreement shall be effective as of the 1st day of May, 2024 and shall remain in full force and effect until the 30th day of April, 2029, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall

remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Dominic Marturano, Mayor

James M. Sweeney,
President-Business Manager

Deanna Distasio, Attorney

February _____, 2025

February _____, 2025