



MEETING AGENDA

Village Council

Mayor John Mahoney

Village Clerk Marie Arrigoni

Commissioner Dan Polk

Commissioner Nicole Milovich-Walters

Commissioner G. Darryl Reed

Commissioner James Pavlatos

REVISED 03/09/18

Monday, March 12, 2018

7:30 PM

Kaptur Administrative Center

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF MINUTES

A. Regular Council meeting of February 26, 2018

5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

6) HEARINGS

7) CONSENT AGENDA

All items on the consent agenda are routine or have been brought forward at the direction of the Board of Commissioners and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately

A. To waive the bidding process and approve the purchase of a 2018 Police Model Ford Explorer from Rizza Ford for a total of \$28,533.08

B. To approve payment of invoices on the Warrant List dated March 12, 2018 in the amount of \$80,393.23

C. To approve the Supplemental Warrant List dated March 12, 2018 for manual checks, payroll, and recurring wire transfers in the amount of \$372,375.44

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

10) INFORMATION & UPDATES

A. Public Works and Streets, Recreation Report

1. To approve the proposal from Hancock Engineering to complete plans and specifications for the Southwest Highway rear yard sanitary sewer replacement project at a cost of \$9,880.00

B. Building and Public Property Report

1. Building Department Report

2. To adopt an Ordinance approving a Land Lease Agreement between the Village of Palos Park and Chicago SMSA Limited Partnership D/B/A/ Verizon Wireless Relative to the ground space adjacent to the telecommunications tower site at 8999 W. 131st Street, Palos Park, IL and ingress/egress and utility easements in relation thereto – the ordinance states the Village has a lease term of up to twenty-five (25) years, including ingress/egress and utility easements, effective during the lease term, to access and bring utilities to the leased area
3. To approve and authorize staff to execute a contract for services to include a comprehensive market study, land use plan and design guidelines framework and PUD ordinance update for the Western Growth Area Master Plan in the amount of \$85,000 with Houseal Lavigne Associates as detailed in the proposal dated January 16, 2018

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

E. Mayor's Report

F. Clerk's Report

G. Manager's Report

1. To approve the Electric Service Agreement between the Village of Palos Park and Dynegy Energy Services for the time period December 2019 – February 2022 at the rate of \$0.040887/kWh

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

2018-07

MINUTES OF THE BOARD OF COMMISSIONERS' MEETING

HELD ON FEBRUARY 26, 2018

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, February 26, 2018. Mayor Pro Tem Pavlatos called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners Milovich-Walters, Reed, Polk, and Mayor Pro Tem Pavlatos. Mayor Mahoney was not in attendance.

Also in attendance were Marie Arrigoni, Village Clerk; Rick Boehm, Village Manager; Tom Bayer, Village Attorney; Jacob Karaca, Assistant Village Attorney; Michael Sibrava, Public Works Director; Lauren Pruss, Community Development Director; Barb Maziarek, Finance Director; Joe Miller, Police Chief; Mose Rickey, Recreation & Parks Director; Kathy May, Administrative Analyst; and Cathy Gabel, Deputy Clerk.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON FEBRUARY 26, 2018: Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to approve the minutes of the Regular Council Meeting held on February 26, 2018 as presented.

On the call of the roll, the vote was as follows:

AYES: -4- Commissioners Milovich-Walters, Polk, Reed, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS: None

HEARINGS: None

CONSENT AGENDA

All items on the consent agenda are routine or have been brought forward at the direction of the Board of Commissioners and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately.

Commissioner Milovich-Walters moved, seconded by Commissioner Reed to:

- A. adopt an Ordinance amending Part Two, Title Six, Chapter 256, Section 256.10(b) of the Village Code in regard to employee participation in the Illinois Municipal Retirement Fund – the ordinance states Resolution 2011-R-12 was approved September 26, 2011 adopting the 1,000 hour standard for IMRF participation. The resolution was incorporated into the Employee Handbook but not the Village Code Book.
- B. approve payment of invoices on the Warrant List dated February 26, 2018 in the amount of \$310,594.53

On the call of the roll, the vote was as follows:

AYES: -4- Commissioners Milovich-Walters, Reed, Polk, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS: None

INFORMATION & UPDATES:

COMMISSIONER OF PUBLIC WORKS AND STREETS/RECREATION & PARKS, NICOLE MILOVICH-WALTERS:

SANITARY SEWER AND WATER CONNECTION FEES: Commissioner Milovich-Walters reported Village Code requires a one-time payment of between \$15,882.00 and \$20,844.00 for sanitary sewer hookup and between \$15,097.00 and \$15,222 for water hookup. Connection fee charges increase on May 1st of each year. The proposed ordinances would allow homeowners to establish a payment plan with the Village to hookup to sanitary sewer and/or water. The parameters are: a) the program would only apply to single-family residential sewer and water connection fees; b) the legal owner of record for the property needs to make a written request to the Village for the utility connection fee program with the request to include the up-front payment (no less than 10% of the connection fee amount) and the time period over which the balance will be paid (no more than 10 years); c) an interest rate of 6% will be assessed for any portion of the connection fee to be paid over time; and d) based on the amount of upfront payment and repayment period selected, a Lien Claim form will be recorded against the property. Commissioner Milovich-Walters stated approximately 20-30 homes are not fully connected to Village utilities. Those homes not connected to sewer are subject to random visits by Public Works employees to assure the system is functional.

Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to adopt an Ordinance amending Part Ten, Title Four, Chapter 1040, Section 1040.03 of the Palos Park Village Code in regard to Sanitary Sewer Fees and to adopt an Ordinance amending Part Ten, Title Four, Chapter 1046, Section 1046.32(g) of the Palos Park Village Code in regard to Water Connection Fees.

On the call of the roll, the vote was as follows:

AYES: -4- Commissioners Milovich-Walters, Reed, Polk, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

NEW 2018 POLICE FORD EXPLORER: Police Unit 252, a 2012 Ford Explorer is being retired before it becomes unreliable. Unit 252 currently has 133,598 miles. Public Works recommends replacing the vehicle with a new Ford Explorer Police Model. Suburban Purchasing Cooperative submitted the lowest quote of \$26,456.00. They also quoted \$1,215.00 for a three-year 100,000 mile extended warranty. Staff recommends purchasing the vehicle for \$26,456.00 and the extended warranty for an additional fee of \$1,215.00.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk, to waive the bidding process and accept the proposal from Suburban Purchasing Cooperative to purchase a 2018 Police Model Ford Explorer and extended warranty for a total cost of \$27,671.00

On the call of the roll, the vote was as follows:

AYES: -4- Commissioners Milovich-Walters, Polk, Reed, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

COMMISSIONER OF BUILDING & PUBLIC PROPERTY, G. DARRYL REED:

BUILDING DEPARTMENT REPORT: Commissioner Reed reported the Building Department issued seven (7) permits from February 7, 2018 – February 20, 2018 resulting in \$10,192.28 in fees. Fourteen (14) inspections were completed, no occupancy permits issued and no exaction fees collected.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK

ILLINOIS PREMISE ALERT PROGRAM: The Illinois Premise Alert Program Act allows individuals with special needs, their families or caregivers, to provide information to police, fire and EMS personnel describing what special considerations may be required when responding to that individual's residence or place of work. The information is entered into a database and kept confidential. The Palos Park Police Department has embraced this safety program as it could be a life saver for many people. For more information please contact the Palos Park Police at 708.671.3770.

MAINTENANCE SERVICE ON PALOS PARK EMERGENCY SIRENS IN MARCH: A reminder to residents that siren maintenance upgrades and limited testing will be done throughout the month of March. Outdoor warning sirens are used to warn residents of impending storms. The sirens have value despite their limitations, such as not being designed to be heard indoors. Sirens are only one part of a warning system that includes preparation, NOAA Weather Radio, and local media. It is important to know the sound of the sirens and what to do when they are activated.

COMMISSIONER OF ACCOUNTS AND FINANCES, JAMES PAVLATOS:

MCCORD GALLERY EXHIBIT: Mayor Pro Tem Pavlatos announced McCord Gallery & Cultural Center will hold an exhibition of Native American Art and Culture March 3-17, 2018. General admission is \$10/12 Member/Non-member. Students and children under 18 are free. This exhibit showcases authentic rugs, jewelry, paintings, pottery and figurines crafted by well-known artists from many tribes including the Navajo, Lakota, Hopi and Inuit. Gallery Hours are Monday – Friday, 9:00 a.m. – 2:00 p.m. and Saturday, 11:00 – 4:00 p.m.

MAYOR'S REPORT: In Mayor Mahoney's absence, Mayor Pro Tem Pavlatos had no formal report this evening.

CLERK'S REPORT:

PALOS PARK SENIOR CLUB: The Palos Park Senior Club will meet on Monday, March 12th. All Palos Park residents over the age of 55 are invited to join this club. The meeting will begin with lunch and socializing with friends followed by Kevin Korst, Local History Manager at the Oak Lawn Library. He will speak on the tornado that struck Oak Lawn 51 years ago. It is a very interesting and moving account as anyone who lived here remembers the day and where they were when it struck. Meet in the lower level of the Recreation Center. Doors open at 11:15 a.m. Lunch is served at noon. Call Marie Arrigoni at 708.480.4103 for more information or to make a lunch reservation.

MANAGER'S REPORT:

PERSONNEL MANUAL UPDATE: Manager Boehm reported the current Personnel Manual was approved by the Village Council on March 23, 2009 with a subsequent update in June 2013. The updates include mandates required from Intergovernmental Risk Management Agency (IRMA), the Village's risk and casualty insurance pool.

Commissioner Reed moved, seconded by Commissioner Milovich-Walters, to approve the corrections/updates to the Village of Palos Park's Manual of Personnel Policies.

On the call of the roll, the vote was as follows:

AYES: -4- Commissioners Reed, Milovich-Walters, Polk, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

CITIZENS AND VISITORS COMMENT PERIOD:

Robert Biel – Mr. Biel expressed his frustration with Village staff.

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to adjourn the meeting at 8:03 p.m.

Upon voice vote, the motion passed with 4 yes votes.

AYES: -4- Commissioners Milovich-Walters, Reed, Polk, and Mayor Pro Tem Pavlatos

NAYS: -0-

ABSENT: -1- Mayor Mahoney

Respectfully submitted,

Cathy A. Gabel
Deputy Village Clerk



VILLAGE OF
PALOS PARK

Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner James Pavlatos
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner G. Darryl Reed

Meeting of:

March 12, 2018

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Purchase Approval of a Police Department Vehicle

BACKGROUND/HISTORY:

At the February 26, 2018, Village Council meeting, the Council approved purchase of a Police Model Ford Explorer from the Suburban Purchasing Cooperative (SPC) with an extended warranty for a total cost of \$27,671.00. Upon completing the order form it became apparent that some of the items included in the Rizza Ford bid were considered extras if purchasing from the SPC. Based on the revised numbers, the price from the SPC with the added features including the warranty and license plates would be \$ 28,621.00. The price from Rizza Ford with the same features would be \$ 28,533.08. Based on these numbers PW recommends that the vehicle be purchased from Rizza Ford for the total price of \$28,533.08.

STAFF RECOMMENDATION:

Staff recommends purchasing the Ford Explorer from the Rizza Ford.

RECOMMENDED MOTION:

I move to waive the bidding process and approve the purchase of a Police Model Ford Explorer from Rizza Ford for a total price of \$ 28,533.08.

DEALER 41D 053

VIN 1FMSK8AR5JGA99477

	Suggested Retail Price	Invoice Amount
K8AT POLICE INTER UTILITY AND	32320.00	31189.00
SPECIAL DEALER ACCOUNT ADJUST		1293.00-
SPECIAL FLEET ACCOUNT CREDIT		898.00-
2018 MODEL YEAR		
UK INGOT SILVER METALLIC		
9W EBONY CLOTH-FRT/VINYL REAR		
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 500A		
OPTIONAL EQUIPMENT/OTHER		
PREMIUM SINGLE CD W/ MP3	NC	NC
99R .3.7L V6 TIVCT ENGINE	NC	NC
44C .6-SPEED AUTO TRANSMISSION	215.00	204.00
51V DRIVER SIDE SPOT LAMP	125.00	119.00
86P FRONT HEADLMP HOUSING ONLY PKG		
FLEX-FUEL CAPABILITY	NC	NC
153 FRONT LICENSE PLATE BRACKET		13.00-
SPCL. DLR. ACCT. ADJ. CR.	340.00	310.00
TOTAL OPTIONS/OTHER	32660.00	29308.00
TOTAL VEHICLE & OPTIONS/OTHER	945.00	945.00
DESTINATION & DELIVERY		
TOTAL FOR VEHICLE 33605.00		
FUEL CHARGE		5.08
NET INVOICE FLEET OPTION (B4A)		7.00
SHIPPING WEIGHT 4551 LBS.		
TOTAL	33605.00	30265.08

30,265.08
- 2800.00

27,465.08
103.00 PLATES
* 965.00 - WARRANTY

28,533.08

87.92V

* ESP BASE CARE 6YR 100,000 MILES

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Joe Rizza Ford Lincoln of Orla41D053 8100 W. 159th Street Orland Park IL 60462		Order Type 5B	Ramp Code CC06	Batch ID JB051	Price Level 815
Ship to (if other than above)		Date Inv. Prepared 02 05 18	Item Number 41-5460	Transit Days 03	
		Ship Through			
Invoice & Unit Identification NO. 1FMSK8AR5JGA99477	Final Assembly Point CHICAGO	Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA AA
	30265.08				

This invoice to be used for the billing of vehicles only

Dealer's copy



**2018 Ford Utility Police Interceptor AWD
Contract # 152**



Currie Motors Fleet	BASE	26,456.00
	WARRANTY	1,215.00
	UPGRADES	847.00
Your Full-Line Municipal Dealer www.CurrieFleet.com	PLATES	103.00
ORDER CUTOFF: TBD		<hr/> \$28,621.00



**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR MARCH 12, 2018**

THE MAYOR AND THE COMMISSIONERS OF THE VILLAGE OF PALOS PARK
APPROVE THE FOLLOWING ACCOUNTS PAYABLE WARRANT AS STATED
BELOW, AND AUTHORIZE THE TREASURER TO FORWARD PAYMENT.

MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

-- Village of Palos Park --
 DETAIL BOARD REPORT

DATE: 03/06/18
 TIME: 15:32:47
 ID: AP441000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P. O. #	DUE DATE	ITEM AMT
1ST00001			1ST AYD CORPORATION				
PSI175405	03/06/18	01	GLV,BRK CLNR,DGRSR,SPRYR,FRT	0124606708		03/12/18	465.00
		02	RL TWL,55GAL PLYLNR,CP,SP,CLNR	0127937760			317.61
			INVOICE TOTAL:				782.61
			VENDOR TOTAL:				782.61
AAAT0001			A & A AUTO TRUCK SERVICE INC				
56520	03/06/18	01	TOWED#31 GMC 3500 W/PLOW	0124606700		03/12/18	180.00
			INVOICE TOTAL:				180.00
			VENDOR TOTAL:				180.00
ADSO0001			ADS ENVIRONMENTAL SERVICES				
35195.31-0218N	03/01/18	01	EMERGENCY LEAK DETECT 1/9/18	5224606990		03/12/18	500.00
			INVOICE TOTAL:				500.00
			VENDOR TOTAL:				500.00
AIR00001			AIRY'S INC.				
22229	03/06/18	01	ROMIGA LFT STAT-PULL PUMP&RPR	5124606720		03/12/18	1,365.70
			INVOICE TOTAL:				1,365.70
			VENDOR TOTAL:				1,365.70
AIR00002			AIR ONE EQUIPMENT, INC				
130310	03/06/18	01	50% COST-MULTI GAS,VLV,PRB,TBG	5224707510		03/12/18	1,684.50
		02	50% COST-MULTI GAS,VLV,PRB,TBG	5124707510			1,684.50
			INVOICE TOTAL:				3,369.00
			VENDOR TOTAL:				3,369.00
ALSO0002			ALSIP LAWNMOWER REPAIR, INC.				
26063	03/01/18	01	REPAIR TOTO 824QXE	0124606708		03/12/18	31.90
			INVOICE TOTAL:				31.90
			VENDOR TOTAL:				31.90

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AME00008			AMERICAN LEGAL PUBLISHING CORP				
0118848	03/06/18	01	2017 S-25 FOLIO SUPPLEMENT PGS	0120606580		03/12/18	41.15
						INVOICE TOTAL:	41.15
						VENDOR TOTAL:	41.15
AMW00001			A/M WELDING				
3529	03/06/18	01	RPR#55-WLDD PLATEAU-DMP BDY	0124606700		03/12/18	125.00
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	125.00
ARR00001			MARIE ARRIGONI				
180301	03/06/18	01	MNCPL CLERK DINNER MTG 3/1/18	0120606810		03/12/18	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
ATT00001			AT&T				
70844895420	03/06/18	01	LOCAL DSL 02/19/18-03/18/18	0120707200		03/12/18	237.98
						INVOICE TOTAL:	237.98
						VENDOR TOTAL:	237.98
BAL00007			B ALLAN GRAPHICS				
92999	03/06/18	01	LEA MOLONEY BUSINESS CARDS	0120707990		03/12/18	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
BRA00008			BRAKE TEC, INC				
180215006	03/01/18	01	RPR#31 RPL FRNT LWR CNTRL ARMS	0124606700		03/12/18	1,141.50
						INVOICE TOTAL:	1,141.50
						VENDOR TOTAL:	1,141.50
CAS0001			CASH				

-- Village of Palos Park --
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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CAS0001	CASH						
180305	03/06/18	01	KITCHEN SUPPLIES	0120707990		03/12/18	45.28
		02	ITEMS NEEDED FOR VILLAGE HOUSE	0130606990			42.73
		03	COLLECTIVE BRGNGG WEBINAR LNCH	0120707990			22.29
			INVOICE TOTAL:				110.30
			VENDOR TOTAL:				110.30
CHI00025	CHILLINI POD						
180219	03/06/18	01	JUDGING CUPS F/COOKOFF	0132707001		03/12/18	27.00
		02	CASI CKOFF REGISTRATION FEE	0132707001			25.00
		03	CASI SANCTION FEE	0132707001			108.00
			INVOICE TOTAL:				160.00
			VENDOR TOTAL:				160.00
CLE00002	CLEANING SPECIALIST, INC						
2117	03/06/18	01	TRANSPN CHRG DOA,CASE121804863	0122606990		03/12/18	250.00
			INVOICE TOTAL:				250.00
			VENDOR TOTAL:				250.00
COM00017	COM ED						
180220	03/01/18	01	01/22-2/20/18 1 ST MORTIZ DR	0124606731		03/12/18	18.34
			INVOICE TOTAL:				18.34
180226	03/06/18	01	12900 LAGRANGE 1/26-2/26/18	0124606731		03/12/18	49.44
			INVOICE TOTAL:				49.44
180301	03/06/18	01	METRA ELECTRIC 1/31-3/1/18	5324606400		03/12/18	201.40
			INVOICE TOTAL:				201.40
			VENDOR TOTAL:				269.18
COM00020	COMPASS MINERALS AMERICA						
185656	03/01/18	01	109.6 TONS BULK HIGHWAY SALT	2424707700		03/12/18	4,936.38
			INVOICE TOTAL:				4,936.38

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
COM000020			COMPASS MINERALS AMERICA				
185693	03/01/18	01	105.86 TONS BULK HIGHWAY SALT	2424707700		03/12/18	4,767.93
						INVOICE TOTAL:	4,767.93
						VENDOR TOTAL:	9,704.31
COV00001			COVERALL				
1010612957	03/06/18	01	JANITORIAL SVC-METRA MAR2018	5324606990		03/12/18	180.00
		02	JANITORIAL SVC-KAPTUR MAR2018	0127916990			885.00
						INVOICE TOTAL:	1,065.00
1010613606	03/06/18	01	JANITORIAL SVC-MARCH 2018	0127926990		03/12/18	654.00
						INVOICE TOTAL:	654.00
						VENDOR TOTAL:	1,719.00
CUR00003			CURALINC, LLC				
7468	03/06/18	01	EMPLOYEE ASSIST-APR, MAY, JUN2018	0120505340		03/12/18	28.89
		02	EMPLOYEE ASSIST-APR, MAY, JUN2018	0122505340			88.75
		03	EMPLOYEE ASSIST-APR, MAY, JUN2018	0124505340			22.70
		04	EMPLOYEE ASSIST-APR, MAY, JUN2018	0125505340			20.64
		05	EMPLOYEE ASSIST-APR, MAY, JUN2018	0126505340			12.38
		06	EMPLOYEE ASSIST-APR, MAY, JUN2018	0129505340			12.38
		07	EMPLOYEE ASSIST-APR, MAY, JUN2018	5124505340			10.33
		08	EMPLOYEE ASSIST-APR, MAY, JUN2018	5224505340			10.33
						INVOICE TOTAL:	206.40
						VENDOR TOTAL:	206.40
DEL00011			DE LAGE LANDEN FINANCIAL				
58244383	03/06/18	01	CONTRACT PYMT COPIER 2/15-3/14	0122606990		03/12/18	171.00
						INVOICE TOTAL:	171.00
						VENDOR TOTAL:	171.00

DIF00002 MICHAEL DIFOGGIO

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DIF00002 MICHAEL DIFOGGIO							
18-02-28	03/06/18	01	PLMBG INSPCT-12601 REGINA	0125606630		03/12/18	30.00
		02	PLMBG INSPCT-8511 W 121ST ST	0125606630			30.00
		03	PLMBG INSPCT-9646 W 131ST ST	0125606630			30.00
		04	PLMBG INSPCT-12620 KINVARRA	0125606630			30.00
		05	PLMBG INSPCT-12416 IROQUOIS	0125606630			30.00
			INVOICE TOTAL:				150.00
			VENDOR TOTAL:				150.00
EBE0001 PALOS ACE HARDWARE							
292037	03/06/18	01	WP, CLNR, SP, MPHD, DRL BT, BLCH,	5224606711		03/12/18	83.43
			INVOICE TOTAL:				83.43
292090	03/06/18	01	AMT BAIT	0127916711		03/12/18	28.76
			INVOICE TOTAL:				28.76
			VENDOR TOTAL:				112.19
ENV0001 ETP LABS INC							
18-52013	03/06/18	01	6 AEROBIC SEPTIC SAMPLE 12/21	0124606620		03/12/18	510.00
			INVOICE TOTAL:				510.00
18-52014	03/06/18	01	6 AEROBIC SEPTIC SAMPLES 1/10	0124606620		03/12/18	510.00
			INVOICE TOTAL:				510.00
			VENDOR TOTAL:				1,020.00
FOR00003 FOREST AWARDS & ENGRAVING							
83399	03/06/18	01	2 MAGNETIC BADGES-MOLONEY	0120707990		03/12/18	27.10
			INVOICE TOTAL:				27.10
			VENDOR TOTAL:				27.10
FRE00007 CAROLE FREMOUW							
180226	03/06/18	01	KIDS ZONE VLNTN &SNWSTRM PRJT	0126707522		03/12/18	60.75
			INVOICE TOTAL:				60.75
			VENDOR TOTAL:				60.75

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
FUL0001			FULLER'S CAR WASH				
180228	03/06/18	01	FEBRUARY 2018 CAR WASHES	0122606700		03/12/18	287.00
						INVOICE TOTAL:	287.00
						VENDOR TOTAL:	287.00
FUR0001			DONNA FURMANEK				
180227	03/06/18	01	YOGA-SKILL IN ACTION#404.11	0126606220		03/12/18	297.00
						INVOICE TOTAL:	297.00
						VENDOR TOTAL:	297.00
G&H00001			G & H IMPORT AUTO PARTS INC.				
746691	03/01/18	01	REPAIR#30 BATTERIES	0124606700		03/12/18	279.90
						INVOICE TOTAL:	279.90
747010	03/01/18	01	CASE OF ANTI-FREEZE F/ALL VEH	0124606700		03/12/18	92.64
						INVOICE TOTAL:	92.64
						VENDOR TOTAL:	372.54
G&K00001			G&K SERVICES				
6028600572	03/01/18	01	UNIFORM RNTL W/E 2/26/18	5224707300		03/12/18	27.60
		02	UNIFORM RNTL W/E 2/26/18	0124707300			38.49
						INVOICE TOTAL:	66.09
6028603015	03/06/18	01	UNIFORM RNTL W/E 3/5/18	5124707300		03/12/18	27.60
		02	UNIFORM RNTL W/E 3/5/18	0124707300			38.49
						INVOICE TOTAL:	66.09
						VENDOR TOTAL:	132.18
GAB00001			CATHY GABEL				
180301	03/06/18	01	MNCPL CLERK DINNER MTG 3/1/18	0120606810		03/12/18	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00

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4769	03/01/18	01	2.54 TON UPM COLD PATCH	2424707700		03/12/18	302.26
						INVOICE TOTAL:	302.26
						VENDOR TOTAL:	302.26
909315982	03/06/18	01	U/A CAMPBELL- PAIR PANTS, POLO	0122707300		03/12/18	124.94
						INVOICE TOTAL:	124.94
						VENDOR TOTAL:	124.94
GLO0001			WILLIAM GLOOFT			03/12/18	30.00
18-02-28	03/06/18	01	ELCTRCL INSPCT-12620 KINVARRA	0125606630			30.00
		02	ELCTRCL INSPCT-13 S WOOLAND TR	0125606630			30.00
		03	ELCTRCL INSPCT-9003 FOREST GLN	0125606630			30.00
		04	ELCTRCL INSPCT-12928 S LAGRANG	0125606630			30.00
		05	ELCTRCL INSPCT-12416 IROQUOIS	0125606630			150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
GRA0001			W.W. GRAINGER			03/12/18	218.66
9698223709	03/01/18	01	EYE WASH CARTRIDGE	5224606711			218.66
						INVOICE TOTAL:	218.66
						VENDOR TOTAL:	218.66
HIW0001			HI-WAY TRACTOR AND EQUIPMENT			03/12/18	95.10
180217	03/01/18	01	SNOW THROWER PARTS	0124606708			95.10
						INVOICE TOTAL:	95.10
						VENDOR TOTAL:	95.10
HOM0001			HOME DEPOT CREDIT SERVICES			03/12/18	16.13
4024654	03/06/18	01	RPR KIT, TAPE, TOGGLE BOLT	0127926708			16.13
						INVOICE TOTAL:	16.13
						VENDOR TOTAL:	16.13

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180228	03/01/18	01	SPCL EVENT LQR LIC SEP 14-15	0324606003		03/12/18	25.00
						INVOICE TOTAL:	25.00
180228A	03/01/18	01	SPCL EVENT LICENSE MAY 19-20	0324606003		03/12/18	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	50.00
180228	03/01/18	01	SPL EVENT LQR INS SEPT 14-15	0324606003		03/12/18	300.00
						INVOICE TOTAL:	300.00
180228A	03/01/18	01	SPL EVENT LQR INSUR MAY 19-20	0324606003		03/12/18	250.00
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	550.00
6162517	03/01/18	01	CAP SCREWS, WSHR, TRMNL, SCRW	0124606708		03/12/18	194.96
						INVOICE TOTAL:	194.96
						VENDOR TOTAL:	194.96
1	03/06/18	01	YOGA FOR HEALTH#407.11	0126606220		03/12/18	280.00
		02	HATHA VINYASE YOGA#408.11	0126606220			210.00
						INVOICE TOTAL:	490.00
						VENDOR TOTAL:	490.00
9004371963	03/06/18	01	METER USED 1199 BXW	0126606990		03/12/18	63.84
		02	METER USED 400	0126606990			27.80
						INVOICE TOTAL:	91.64
						VENDOR TOTAL:	91.64

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31573227	03/06/18	01	STAFF OFFICE-LEASING	0126606990		03/12/18	7.30
		02	STAFF OFFICE-LEASING	0126606990			114.71
		03	REGISTRATION OFFICE-LEASING	0126606990			6.62
		04	REGISTRATION OFFICE-LEASING	0126606990			104.11
						INVOICE TOTAL:	232.74
						VENDOR TOTAL:	232.74
5672099	03/06/18	01	23.23 TON CA07 BACKFILL	5224606750		03/12/18	448.34
		02	20.93 TO GRADE 8 STONE	2424707700			299.30
		03	20.06 TON GRADE 8 STONE	2424707700			286.86
						INVOICE TOTAL:	1,034.50
						VENDOR TOTAL:	1,034.50
14475	03/06/18	01	SERV CALL F/2 FLAGPOLES-KAPTUR	0127916711		03/12/18	160.00
						INVOICE TOTAL:	160.00
						VENDOR TOTAL:	160.00
180223	03/06/18	01	CELL PHONE STIPEND FEB/MAR2018	0120707210		03/12/18	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
0000331985	03/06/18	01	CLOUD GATE SERVICES 2/28/18	5124606990		03/12/18	120.00
						INVOICE TOTAL:	120.00
						VENDOR TOTAL:	120.00

MID00003 MIDAMERICAN ENERGY COMPANY

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IID00003 MIDAMERICAN ENERGY COMPANY							
8308181	03/01/18	01	10101 125TH ST 01/22-2/20/18	5224606400		03/12/18 INVOICE TOTAL:	574.76 574.76
8308182	03/01/18	01	9 PARTRIDGE LN 01/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	132.02 132.02
8308183	03/01/18	01	68 OLD CREEK RD 01/22-02/20/18	5124606400		03/12/18 INVOICE TOTAL:	106.69 106.69
8308184	03/01/18	01	12701 KINVARRA DR 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	187.08 187.08
8308185	03/01/18	01	9540 123RD ST 1/22-2/20/18	5224606400		03/12/18 INVOICE TOTAL:	74.80 74.80
8308186	03/01/18	01	9301 W 123RD 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	56.18 56.18
8308187	03/01/18	01	12355 WOLF RD 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	34.22 34.22
8308188	03/01/18	01	40 RAMSGATE 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	310.24 310.24
8308189	03/01/18	01	12101 SW HWY 1/22-2/20/18	5224606400		03/12/18 INVOICE TOTAL:	1,881.03 1,881.03
8308190	03/01/18	01	12410 91ST AV 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	111.81 111.81
8308191	03/01/18	01	8812 120TH PL 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	71.98 71.98
8308192	03/01/18	01	8201 RT83 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	182.45 182.45

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ID00003 MIDAMERICAN ENERGY COMPANY							
8308193	03/01/18	01	24 1/2 ROMIGA LN 1/22-2/20/18	5124606400		03/12/18 INVOICE TOTAL:	92.61 92.61
8317722	03/06/18	01	12222 WILL COOK 1/26-2/26/18	5124606400		03/12/18 INVOICE TOTAL:	212.07 212.07
8320110	03/06/18	01	135 FOREST EDGE 1/29-2/27/18	5124606400		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	107.44 107.44 4,135.38
MON0002 MONROE TRUCK EQUIPMENT, INC.							
320284	03/01/18	01	WARNING LIGHT, CONTROL	5224606700		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	267.84 267.84 267.84
NAT00018 NATIONAL STORMWATER CENTER							
3668	03/06/18	01	50% COST SMNR NPDES/WALTERS	5224606810		03/12/18	412.00
		02	50% COST SMNR NPDES/WALTERS	5124606810		INVOICE TOTAL: VENDOR TOTAL:	412.00 824.00 824.00
NIC0001 NICOR GAS							
180214	03/06/18	01	8201 W RT83 1/12/18-02/07/18	5124606410		03/12/18 INVOICE TOTAL:	26.58 26.58
180228	03/06/18	01	METRA 01/29-02/28/18	5324606410		03/12/18 INVOICE TOTAL:	283.61 283.61
180228A	03/06/18	01	121ST & SW HWY 1/29-2/07/18	5224606410		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	224.02 224.02 534.21

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DL00001			CATHERINE R NOLAN				
1	03/06/18	01	MIND & BODY FUSION#403.11	0126606220		03/12/18	302.47
		02	STRENGTH TRAINING#409.11	0126606220			415.52
						INVOICE TOTAL:	717.99
						VENDOR TOTAL:	717.99
OR00001			NORTHERN SAFETY CO., INC.				
902831727	03/06/18	01	FIRST AID SUPPLIES, FREIGHT	5224606711		03/12/18	93.46
						INVOICE TOTAL:	93.46
						VENDOR TOTAL:	93.46
FF00004			OFFICE DEPOT				
105457839001	03/06/18	01	RENZIT, POUCHES, SHRPE, FNCLS	0126707010		03/12/18	55.74
						INVOICE TOTAL:	55.74
111213457001	03/06/18	01	MISC OFFICE SUPPLIES	0126707010		03/12/18	55.18
						INVOICE TOTAL:	55.18
						VENDOR TOTAL:	110.92
PET00012			PETTY CASH				
180226	03/06/18	01	KIDS ZONE SUPPLIES	0126707522		03/12/18	16.57
						INVOICE TOTAL:	16.57
						VENDOR TOTAL:	16.57
PRI00009			PRINCIPAL FINANCIAL GROUP				
1803	03/06/18	01	DENTAL PREMIUM MAR2018	0120505310		03/12/18	233.42
		02	DENTAL PREMIUM MAR2018	0122505310			708.06
		03	DENTAL PREMIUM MAR2018	0124505310			213.92
		04	DENTAL PREMIUM MAR2018	0125505310			37.04
		05	DENTAL PREMIUM MAR2018	0126505310			112.87
		06	DENTAL PREMIUM MAR2018	0129505310			56.88

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RI00009			PRINCIPAL FINANCIAL GROUP				
1803	03/06/18	07	DENTAL PREMIUM MAR2018	1100505310		03/12/18	111.12
		08	DENTAL PREMIUM MAR2018	5124505310			138.59
		09	DENTAL PREMIUM MAR2018	5224505310			397.72
		10	ELECTED OFFICIAL REIMBURSEMENT	0100181801			165.67
		11	LIFE INSURANCE MAR2018	0120505320			8.23
		12	LIFE INSURANCE MAR2018	0122505320			97.00
		13	LIFE INSURANCE MAR2018	0124505320			19.40
		14	LIFE INSURANCE MAR2018	0125505320			29.10
		15	LIFE INSURANCE MAR2018	0126505320			19.40
		16	LIFE INSURANCE MAR2018	0129505320			7.28
		17	LIFE INSURANCE MAR2018	1100505320			29.10
		18	LIFE INSURANCE MAR2018	5224505320			78.07
							2,462.87
							2,462.87
PYZ00001			ANNA & KRZYZIOF PYZIK				
1646A	03/06/18	01	RMNDR RRND ROW BOND, CHK#1646	8000002100			1,500.00
							1,500.00
							1,500.00
RED00001			RED WING SHOE STORE				
19755	03/06/18	01	WORKBOOTS-M. WAGNER	0124707300			183.04
							183.04
							183.04
REG00003			REGIONAL TRUCK EQUIPMENT				
200268	03/06/18	01	REPAIR#42 PLOW, HYD PUMP	0124606708			307.54
							307.54
							307.54
REG00001			THE REGIONAL NEWS				

INVOICE TOTAL:
 VENDOR TOTAL:

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7327	03/06/18	01	PBLC HRNG NOT-RE:ZBA 2018-01	0125606590		03/12/18	117.54
						INVOICE TOTAL:	117.54
7357	03/06/18	01	LEGAL ADVERTISING RAC	0126606590		03/12/18	78.36
						INVOICE TOTAL:	78.36
7358	03/01/18	01	LEGAL NOTICE PIN: 2334401021	0125606590		03/12/18	391.80
						INVOICE TOTAL:	391.80
						VENDOR TOTAL:	587.70
RIC00014 PAUL MOSE RICKEY							
180228	03/06/18	01	DAVE&MITCH BAND-CHILI IN PARK	0132606000		03/12/18	200.00
		02	MISC SUPPLIES	0127926708			17.86
		03	SUPPLIES	0127926708			18.48
		04	DADDY DAUGHTER DANCE SUPPL	0126707522			37.16
		05	DADDY DAUGHTER DANCE SUPPL	0126707522			38.00
		06	BAKING SODA	0132707001			12.00
						INVOICE TOTAL:	323.50
180228A	03/06/18	01	DADDY DAUGHTER DANCE	0126707522		03/12/18	148.77
		02	KIDS ZONE PKG MLD TO SOLDIERS	0126707060			25.95
		03	GAS	0126707080			30.00
		04	DONUTS, COFFEE/CHILIN IN PARK	0132707001			77.08
						INVOICE TOTAL:	281.80
						VENDOR TOTAL:	605.30
RIZ00002 RIZZA							
89362	03/06/18	01	REPAIR#30&31-BELT, ELEMENT	0124606700		03/12/18	211.69
						INVOICE TOTAL:	211.69
						VENDOR TOTAL:	211.69
ROS0001 ROSCOE							

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OS0001 ROSCOE 1526164	03/06/18	01	WINTER PRGRM METRA 2/28/18	5324606990		03/12/18 INVOICE TOTAL:	183.47 183.47
1526165	03/06/18	01	MATS/REC 2/28/18	0127926990		03/12/18 INVOICE TOTAL:	47.99 47.99
1526166	03/06/18	01	WINTER PRGRM KAPTUR 2/28/18	0127916990		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	491.17 491.17 722.63
RUS00015 RUSSO POWER EQUIPMENT 4732720	03/06/18	01	RPR SLT SPRDR, WSHR, AGTTR WR	0124606708		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	31.88 31.88 31.88
SAF00007 SAFELITE FULFILLMENT, INC 04783-044124	03/06/18	01	VEH#253-REPLACE WINDSHIELD	0122606700		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	521.93 521.93 521.93
SAM00002 SAM'S CLUB DIRECT 005868	03/06/18	01 02	SUPPLIES-DAD/DAUGHTER DANCE MISC SUPPLIES	0126707522 0132707001		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	65.10 122.84 187.94 187.94
SOU00002 SOUTHWEST SPRING INC. 206318	03/06/18	01	RPR#31-RR SPENGS, DUALLY, BOLT	0124606700		03/12/18 INVOICE TOTAL: VENDOR TOTAL:	505.85 505.85 505.85

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QU00004			SOUTHWEST ICE ARENA				
180215	03/06/18	01	ICE SKATING BASICS#235.11	0126606991		03/12/18	125.00
		02	ICE SKATING BASICS#235.12	0126606991			250.00
							375.00
							VENDOR TOTAL: 375.00
QU00001			SQUAD CAR SERVICES, INC.				
360-254	03/06/18	01	CAMERAS VEH#254,7,9,260,1,2	0122606700		03/12/18	288.75
							288.75
							VENDOR TOTAL: 288.75
STA00005			STATE TREASURER				
54044	03/01/18	01	IL83/CAL SAC@119 OCT-DEC2017	0124606731		03/12/18	292.50
							292.50
							VENDOR TOTAL: 292.50
STA00016			STAPLES BUSINESS ADVANTAGE				
8048788944	03/06/18	01	CPLBRD,INDX CRD,PNCL SHRPR,FLD	0122707010		03/12/18	95.37
							95.37
							VENDOR TOTAL: 95.37
STA00023			STAKING UNIVERSITY				
4411	03/06/18	01	50% COST SMNR UTLY LOC/WALTERS	5224606810		03/12/18	900.00
		02	50% COST SMNR UTLY LOC/WALTERS	5124606810			900.00
							1,800.00
							VENDOR TOTAL: 1,800.00
TIR0001			TIRE SERVICES COMPANY				
239624	03/06/18	01	VEH#253-REPAIR FLAT TIRE	0122606700		03/12/18	18.00
							18.00
							VENDOR TOTAL: 18.00

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FR0001	03/06/18	01	TIRE SERVICES COMPANY	0122606700		03/12/18	380.43
2239761			01 VEH#253-2 NEW TIRES				380.43
						INVOICE TOTAL:	398.43
						VENDOR TOTAL:	
RY00002	03/06/18	01	STAN TRYBULA	8000002100		03/12/18	1,000.00
6172A			01 RMNDR RFND ROW BOND, CHK#6172				1,000.00
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	
UNI00016	03/06/18	01	UNITED HEALTH CARE INSURANCE			03/12/18	3,262.75
1803			01 EMPLYR HEALTH INSUR MAR2018	0120505310			7,741.09
			02 EMPLYR HEALTH INSUR MAR2018	0122505310			2,946.92
			03 EMPLYR HEALTH INSUR MAR2018	0124505310			1,046.91
			04 EMPLYR HEALTH INSUR MAR2018	0125505310			1,521.03
			05 EMPLYR HEALTH INSUR MAR2018	0126505310			402.82
			06 EMPLYR HEALTH INSUR MAR2018	0129505310			1,339.98
			07 EMPLYR HEALTH INSUR MAR2018	5124505310			3,152.70
			08 EMPLYR HEALTH INSUR MAR2018	5224505310			2,174.80
			09 EMPLYR HEALTH INSUR MAR2018	1100505310			815.67
			10 EMPLYE HEALTH INSUR MAR2018-AD	0100000502			1,862.03
			11 EMPLYE HEALTH INSUR MAR2018-PO	0100000502			736.70
			12 EMPLYE HEALTH INSUR MAR2018-PW	0100000502			261.72
			13 EMPLYE HEALTH INSUR MAR2018-BD	0100000502			380.25
			14 EMPLYE HEALTH INSUR MAR2018-FC	0100000502			100.70
			15 EMPLYE HEALTH INSUR MAR2018-FN	0100000502			543.69
			16 EMPLYE HEALTH INSUR MAR2018-LB	1100000502			334.97
			17 EMPLYEE HEALTH INSUR MAR2018	5100000502			788.13
			18 EMPLYEE HEALTH INSUR MAR2018	5200000502			2,027.50
			19 ELECTED OFFICIAL REIMBURSEMENT	0100181801			31,440.36
						INVOICE TOTAL:	31,440.36
						VENDOR TOTAL:	

-- Village of Palos Park --
 DETAIL BOARD REPORT

DATE: 03/06/18
 TIME: 15:32:47
 : AP441000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
SP00001	03/06/18	01	MLBX INSTALL: 98 OLD CREEK RD	2624606991		03/12/18	120.00
		02	MLBX INSTALL: 11902FORESTVIEW	2624606991			100.00
						INVOICE TOTAL:	220.00
						VENDOR TOTAL:	220.00
SP00001	03/01/18	01	POSTAGE FOR MARCH2018 UB	5224707040		03/12/18	490.00
						INVOICE TOTAL:	490.00
						VENDOR TOTAL:	490.00
IL0003	03/06/18	01	UB PYMT METRA 11/29/17-1/22/18	5324606420		03/12/18	110.36
						INVOICE TOTAL:	110.36
						VENDOR TOTAL:	110.36
0000003	03/06/18	01	SPRING BROCHURE & FREIGHT	0126707030		03/12/18	1,374.45
		02	SPRING GAZETTE & FREIGHT	0120707030			1,124.55
						INVOICE TOTAL:	2,499.00
						VENDOR TOTAL:	2,499.00
						TOTAL ALL INVOICES:	80,393.23

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00	GENERAL FUND		
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	165.67
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	6,184.57
	GENERAL FUND		6,350.24
20	ADMINISTRATION DEPARTMENT		
AME00008	AMERICAN LEGAL PUBLISHING CORP	1,996.35	41.15
ARR00001	MARIE ARRIGONI	111.00	25.00
ATT00001	AT&T	2,172.74	237.98
BAL00007	B ALLAN GRAPHICS	2,555.00	50.00
CAS0001	CASH	2,555.00	67.57
CUR00003	CURALINC, LLC	12,948.25	28.89
FOR00003	FOREST AWARDS & ENGRAVING	619.20	27.10
GAB00001	CATHY GABEL	968.25	25.00
MAY00001	KATHIE MAY	294.17	100.00
PRI00009	PRINCIPAL FINANCIAL GROUP	500.00	241.65
UNI00016	UNITED HEALTH CARE INSURANCE	22,298.57	3,262.75
WOO00003	WOODWARD PRINTING SERVICES	269,960.87	1,124.55
	ADMINISTRATION DEPARTMENT	10,128.00	5,231.64
22	POLICE DEPARTMENT		
CLE00002	CLEANING SPECIALIST, INC	500.00	250.00
CUR00003	CURALINC, LLC	619.20	88.75
DEL00011	DE LAGE LANDEN FINANCIAL	4,640.91	171.00
FUL0001	FULLER'S CAR WASH	2,758.00	287.00
GAL0002	GALLS, LLC	1,774.61	124.94
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	805.06
SAF00007	SAFELITE FULFILLMENT, INC	338.99	521.93
SQU00001	SQUAD CAR SERVICES, INC.	3,169.75	288.75
STA00016	STAPLES BUSINESS ADVANTAGE	10,417.27	95.37
TIR0001	TIRE SERVICES COMPANY	7,932.06	398.43
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	7,741.09
	POLICE DEPARTMENT		10,772.32
24	PUBLIC WORKS DEPARTMENT		
1ST00001	1ST AYD CORPORATION	5,484.05	465.00

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
AAT0001	A & A AUTO TRUCK SERVICE INC	605.00	180.00
ALS00002	ALSIP LAWNMOWER REPAIR, INC.	207.40	31.90
AMW00001	A/M WELDING	1,750.00	125.00
BRA00008	BRAKE TEC, INC	1,746.35	1,141.50
COM00017	COM ED	1,672.40	67.78
CUR00003	CURALINC, LLC	619.20	22.70
ENV0001	ETP LABS INC	602.50	1,020.00
G&H00001	G & H IMPORT AUTO PARTS INC.	14,724.03	372.54
G&K00001	G&K SERVICES	3,146.24	76.98
HIW00001	HI-WAY TRACTOR AND EQUIPMENT		95.10
KIM00002	KIMBALL MIDWEST	1,153.06	194.96
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	233.32
RED00001	RED WING SHOE STORE	1,406.43	183.04
REG00003	REGIONAL TRUCK EQUIPMENT	698.99	307.54
RIZ00002	RIZZA	2,247.56	211.69
RUS00015	RUSO POWER EQUIPMENT	900.67	31.88
SOU00002	SOUTHWEST SPRING INC.		505.85
STA00005	STATE TREASURER	877.50	292.50
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	2,946.92
	PUBLIC WORKS DEPARTMENT		8,506.20
25	BUILDING DEPARTMENT		
CUR00003	CURALINC, LLC	619.20	20.64
DIF00002	MICHAEL DIFOGGIO	2,040.00	150.00
GLO0001	WILLIAM GLOODT	2,400.00	150.00
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	66.14
REG0001	THE REGIONAL NEWS	2,651.71	509.34
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	1,046.91
	BUILDING DEPARTMENT		1,943.03
26	RECREATION DEPARTMENT		
CUR00003	CURALINC, LLC	619.20	12.38
FRE00007	CAROLE FREMOUW	143.36	60.75
FUR0001	DONNA FURMANEK	1,942.00	297.00
KOB00002	KATIE KOBILCA	945.00	490.00
KON00006	KONICA MINOLTA BUSINESS	1,110.19	91.64
KON0005	KONICA MINOLTA BUSINESS SOL	2,473.05	232.74
NOL00001	CATHERINE R NOLAN	2,703.00	717.99

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
26	RECREATION DEPARTMENT		
OFF0004	OFFICE DEPOT	244.56	110.92
PET00012	PETTY CASH	591.11	16.57
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	132.27
REG0001	THE REGIONAL NEWS	2,651.71	78.36
RIC00014	PAUL MOSE RICKEY	1,016.15	279.88
SAM00002	SAM'S CLUB DIRECT	3,443.51	65.10
SOU0004	SOUTHWEST ICE ARENA	240.00	375.00
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	1,521.03
WOO00003	WOODWARD PRINTING SERVICES	10,128.00	1,374.45
	RECREATION DEPARTMENT		5,856.08
27	PUBLIC GROUNDS		
1ST00001	1ST AYD CORPORATION	5,484.05	317.61
COV00001	COVERALL	17,190.00	1,539.00
EBE0001	PALOS ACE HARDWARE	3,362.18	28.76
HOM00001	HOME DEPOT CREDIT SERVICES	3,274.97	16.13
LIB00002	LIBERTY FLAG & BANNER	346.00	160.00
RIC00014	PAUL MOSE RICKEY	1,016.15	36.34
ROS0001	ROSCOE	8,093.59	539.16
	PUBLIC GROUNDS		2,637.00
29	FINANCE DEPARTMENT		
CUR00003	CURALINC, LLC	619.20	12.38
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	64.16
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	402.82
	FINANCE DEPARTMENT		479.36
30	SLUIS PROPERTY		
CAS0001	CASH	12,948.25	42.73
	SLUIS PROPERTY		42.73
32	PALOS PARK FESTIVALS		

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
32	PALOS PARK FESTIVALS		
		100.00	160.00
CHI00025	CHILLINI POD	1,016.15	289.08
RIC00014	PAUL MOSE RICKEY	3,443.51	122.84
SAM00002	SAM'S CLUB DIRECT		
	PALOS PARK FESTIVALS		571.92
SPECIAL EVENT FUND			
24	SPECIAL EVENT FUND		
			50.00
ILL00030	ILLINOIS LIQUOR	30,000.00	550.00
INT00007	INTERGOVERNMENTAL RISK		
	SPECIAL EVENT FUND		600.00
LIBRARY FUND			
00	LIBRARY FUND		
		22,298.57	140.22
PRI00009	PRINCIPAL FINANCIAL GROUP	269,960.87	2,718.49
UNI00016	UNITED HEALTH CARE INSURANCE		
	LIBRARY FUND		2,858.71
MFT FUND			
24	MFT FUND		
		18,086.71	9,704.31
COM00020	COMPASS MINERALS AMERICA	2,069.41	302.26
GAL00002	GALLAGHER MATERIALS, INC.	13,087.60	586.16
LEH00001	LEHIGH HANSON		
	MFT FUND		10,592.73
BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		
		3,870.00	220.00
USP00001	U.S. POST		
	BEAUTIFICATION FUND		220.00
SEWER FUND			

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
00	SEWER FUND		
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	334.97
	SEWER FUND		334.97
24	SEWER FUND		
AIR00001	AIRY'S INC.	83,564.48	1,365.70
AIR00002	AIR ONE EQUIPMENT, INC		1,684.50
CUR00003	CURALINC, LLC	619.20	10.33
G&K00001	G&K SERVICES	3,146.24	27.60
MET0001	METROPOLITAN INDUSTRIES INC	10,847.00	120.00
MID00003	MIDAMERICAN ENERGY COMPANY	43,253.13	1,604.79
NAT00018	NATIONAL STORMWATER CENTER		412.00
NIC0001	NICOR GAS	10,210.63	26.58
PRI00009	PRINCIPAL FINANCIAL GROUP	22,298.57	138.59
STA00023	STAKING UNIVERSITY		900.00
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	1,339.98
	SEWER FUND		7,630.07
WATER FUND			
00	WATER FUND		
UNI00016	UNITED HEALTH CARE INSURANCE	269,960.87	788.13
	WATER FUND		788.13
24	WATER FUND		
ADS00001	ADS ENVIRONMENTAL SERVICES	3,500.00	500.00
AIR00002	AIR ONE EQUIPMENT, INC		1,684.50
CUR00003	CURALINC, LLC	619.20	10.33
EBE0001	PALOS ACE HARDWARE	3,362.18	83.43
G&K00001	G&K SERVICES	3,146.24	27.60
GRA0001	W.W. GRAINGER	832.95	218.66
LEH00001	LEHIGH HANSON	13,087.60	448.34
MID00003	MIDAMERICAN ENERGY COMPANY	43,253.13	2,530.59
MON0002	MONROE TRUCK EQUIPMENT, INC.	14,148.16	267.84
NAT00018	NATIONAL STORMWATER CENTER		412.00
NIC0001	NICOR GAS	10,210.63	224.02
NOR00001	NORTHERN SAFETY CO., INC.	1,588.00	93.46

-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

DATE: 03/06/2018
TIME: 15:37:18
ID: AP443000.WOW

INVOICES DUE ON/BEFORE 03/12/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
24	WATER FUND		
		22,298.57	475.79
PRI00009	PRINCIPAL FINANCIAL GROUP		900.00
STA00023	STAKING UNIVERSITY	269,960.87	3,152.70
UNI00016	UNITED HEALTH CARE INSURANCE	4,470.00	490.00
USP0001	US POSTMASTER		
			11,519.26
	WATER FUND		
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
		1,672.40	201.40
COM00017	COM ED	17,190.00	180.00
COV00001	COVERALL	10,210.63	283.61
NIC0001	NICOR GAS	8,093.59	183.47
ROS0001	ROSCOE	8,131.94	110.36
VIL0003	VILLAGE OF PALOS PARK		
			958.84
	COMMUTER LOT FUND		
ESCROW FUND			
00			
		2,000.00	1,500.00
PYZ00001	ANNA & KRZYSZTOF PYZIK	2,500.00	1,000.00
TRY00002	STAN TRYBULA		
			2,500.00
			80,393.23
	TOTAL ALL DEPARTMENTS		

**THE VILLAGE OF PALOS PARK
SUPPLEMENTAL WARRANT LIST
FOR MARCH 12, 2018**

**THE MAYOR AND THE COMMISSIONERS OF THE VILLAGE OF PALOS PARK
APPROVE THE FOLLOWING SUPPLEMENTAL WARRANT LIST FOR MANUAL
CHECKS, PAYROLL AND RECURRING WIRE TRANSFERS.**

MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

SUPPLEMENTAL WARRANT LIST
March 12, 2018
COUNCIL MEETING

MANUAL CHECK: (Pre-authorized payments not coinciding with Warrant List schedule)

DATE	CHECK#	PAYEE	AMOUNT
2/16/2018	176053	Jensen Entertainment Inc	\$945.00
2/22/2018	176054	Ania Cyganka	80.00
TOTALS:			\$1,025.00

PAYROLL REQUIREMENTS: (Regular & agency checks, tax liabilities & Paylocity invoice)

Pay Date:		2/8/2018	\$131,039.39
Pay Date:		2/22/2018	135,812.45
Pay Date:			
TOTALS:			\$266,851.84

RECURRING WIRE TRANSFERS:

DESCRIPTION	TRANSFERRED TO:	AMOUNT
VOPP-Wtr Purch Oak Lawn	Harris Bank	\$62,031.01
VOPP-Wtr Loan 4th Qtr	Harris Bank	\$35.25
Wow	On-Line	776.35
Wex Gas Purchase	On-Line	785.67
Shell Gas Purchase	On-Line	4,738.24
American Express	J. P. Morgan Chase Bank	
Internation		397.00
Aurelios Pizza		15.60
3 Points LLC		4,299.60
Amazon. Com		107.97
Amazon Marketplace		47.49
Amazon Marketplace		134.98
Corporate Imaging		46.53
Palos Ace Hardware		86.24
Amazon Marketplace		32.01
Amazon Marketplace		16.98
Amazon Marketplace		81.83
Ready Refresh		28,448.28
Republic Services		156.96
3 Points LLC		735.00
Constant Contact		10.61
Microsoft Office		51.38
Amazon Marketplace		150.00
IGFOA		32.00
Amazon. Com		420.00
123 Signup		29.00
Artshow.Com		41.57
Francesca's Palos Park		405.00
GFOA		10.99
Amazon Prime Mmbrshp		
Visa	First Midwest Bank	
Dunkin Donuts		5.96

Buona			44.95
Frangellas			56.67
Dunkin Donuts			74.99
Frangellas			88.25
Dunkin Donuts			38.77
Dunkin Donuts			65.47
TOTALS:			\$104,498.60
TOTAL SUPPLEMENTAL WARRANT LIST:			\$372,375.44

Payroll Summary

VILLAGE OF PALOS PARK (1868)

Check Date: 02/08/2018

Process: 2018020801

Pay Period: 01/20/2018 to 02/02/2018

Page 1 of 2

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount
	Regular	68	0.00	76,147.14	76,147.14
	Regular	12	3,348.05	0.00	3,348.05
Totals		80	3,348.05	76,147.14	79,495.19 →

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount
	Agency	Regular	11	13,171.73	4,749.02	17,920.75
			11	13,171.73	4,749.02	17,920.75
Totals						17,920.75 →

Total Net Payroll Liability			Net Check	Dir Dep Amount	Net Amount
			16,519.78	80,896.16	97,415.94 →

Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount
Federal Income Tax	36-6006039		Semi-Weekly	105,400.54	105,400.54	10,525.87	
Medicare	36-6006039		Semi-Weekly	113,252.49	113,252.49	1,642.19	
Medicare - Employer	36-6006039		Semi-Weekly	113,252.49	113,252.49		1,642.16
OASDI	36-6006039		Semi-Weekly	113,252.49	113,252.49	7,021.63	
OASDI - Employer	36-6006039		Semi-Weekly	113,252.49	113,252.49		7,021.65
Totals						19,189.69	8,663.81 →

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount
Illinois SITW	3660060390007		Semi-Weekly	105,400.54	105,400.54	5,208.67	
						5,208.67	0.00
Totals							5,208.67 →

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount
Illinois SUI	0800854	0.005250	Quarterly	113,252.49	106,910.06		561.28
						0.00	561.28
Totals							561.28 →

Total Tax Liability			EE Amount	ER Amount
			24,398.36	9,225.09 →

Total Payroll Liability			Net Amount
			131,039.39 →

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
103686918	2/8/2018	963.08				963.08
				0.00		963.08
Totals		963.08				963.08 →

Transfers



Paylocity Corporation
(847) 956-4850 Fax (847) 956-1926

User: Company Rpt Admin

Run on 2/6/2018 at 2:52 PM

Payroll Summary

VILLAGE OF PALOS PARK (1868)

Check Date: 02/08/2018

Process: 2018020801

Pay Period: 01/20/2018 to 02/02/2018

Page 2 of 2

Type	Date	Source Account	Amount	
Billing	2/8/2018	1405470*	963.08	
Dir Dep	2/7/2018	1405470*	76,147.14	
Tax	2/7/2018	1405470*	33,623.45	
Totals Transfers			110,733.67	→ 110,733.67

Tax Deposits

Required Tax Deposits

Tax	Due On	Amount
(Deposit made by Service Bureau) Federal Income Tax	2/14/2018	27,853.50
(Deposit made by Service Bureau) Illinois SITW	2/14/2018	5,208.67
(Deposit made by Service Bureau) Illinois SUI	4/30/2018	561.28
Total Tax Deposits		33,623.45



Payroll Summary

VILLAGE OF PALOS PARK (1868)

Check Date: 02/22/2018

Page 1 of 2

Process: 2018022201

Pay Period: 02/03/2018 to 02/16/2018

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	65	0.00	76,811.48	76,811.48	
	Regular	12	4,529.41	0.00	4,529.41	
Totals		77	4,529.41	76,811.48	81,340.89	→ 81,340.89

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	10	14,556.20	4,852.16	19,408.36	
Totals			10	14,556.20	4,852.16	19,408.36	→ 19,408.36

Total Net Payroll Liability			Net Check	Dir Dep Amount	Net Amount	
			19,085.61	81,663.64	100,749.25	→ 100,749.25

Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	108,430.28	108,430.28	11,350.62		
Medicare	36-6006039		Semi-Weekly	116,776.53	116,776.53	1,693.26		
Medicare - Employer	36-6006039		Semi-Weekly	116,776.53	116,776.53		1,693.26	
OASDI	36-6006039		Semi-Weekly	116,776.53	116,776.53	7,240.19		
OASDI - Employer	36-6006039		Semi-Weekly	116,776.53	116,776.53		7,240.14	
Totals						20,284.07	8,933.40	→ 29,217.47

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	3660060390007		Semi-Weekly	108,430.28	108,430.28	5,382.02		
Totals						5,382.02	0.00	→ 5,382.02

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.005250	Quarterly	116,776.53	88,325.04		463.71	
Totals						0.00	463.71	→ 463.71

Total Tax Liability			EE Amount	ER Amount	
			25,666.09	9,397.11	→ 35,063.20

Total Payroll Liability			Net Amount	
			135,812.45	→ 135,812.45

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
103723798	2/22/2018	229.56				229.56	
Totals		229.56		0.00		229.56	→ 229.56

Transfers



Paylocity Corporation
(847) 956-4850 Fax (847) 956-1926

User: Company Rpt Admin

Run on 2/20/2018 at 2:16 PM

Payroll Summary

Check Date: 02/22/2018

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2018022201

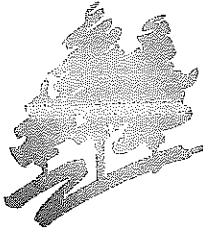
Pay Period: 02/03/2018 to 02/16/2018

Type	Date	Source Account	Amount	
Billing	2/22/2018	1405470*	229.56	
Dir Dep	2/21/2018	1405470*	76,811.48	
Tax	2/21/2018	1405470*	35,063.20	
Totals Transfers			112,104.24	→ 112,104.24

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	2/28/2018	29,217.47
(Deposit made by Service Bureau)	Illinois SITW	2/28/2018	5,382.02
(Deposit made by Service Bureau)	Illinois SUI	4/30/2018	463.71
	Total Tax Deposits		35,063.20





VILLAGE OF PALOS PARK

Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner James Pavlatos
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner G. Darryl Reed

Meeting of:

March 12, 2018

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Approval of Proposal from Hancock Engineering for engineering services.

BACKGROUND/HISTORY:

The Public Works Department put \$ 150,000.00 in the 2017/2018 Sewer Fund budget to replace sanitary sewer that was found to have damage severe enough to require replacement rather than point repairs. The sanitary sewer in and around the Commons that outlets to the MWRD Interceptor at 12st Street and Southwest Highway was televised and reviewed in April of 2016. In the May 2016 report submitted to the Village by Visu-Sewer, minor defects were found at various locations that will require point repairs in the future. One line in an easement in the rear of several homes (11921, 11923, 11931) on the east side of Southwest Highway north of 121st Street was found to have four major defects. The Village has also previously performed two spot repairs on this section of sewer. Currently the vacant lot at 11923 provides access to the area which will limit brush and tree removal the Village would have to do if the Village had to enter the easement from 121st Street or 80th Avenue. As such PW recommends that the proposal from Hancock Engineering in the amount of \$9,880.00 be approved. Hancock will prepare plans, an easement document to access through 11923, bidding documents and specifications, and all necessary MWRD and IEPA permit documents. PW will take care of construction engineering.

STAFF RECOMMENDATION:

Staff recommends approval of the proposal from Hancock Engineering for engineering services.

RECOMMENDED MOTION:

I move to approve the proposal from Hancock Engineering to complete plans and specifications for the Southwest Highway Rear Yard Sanitary Sewer replacement project at a cost of \$ 9,880.00.



February 16, 2018

Mr. Michael Sibrava
 Director of Public Works
 Village of Palos Park
 8999 W. 123rd Street
 Palos Park, IL 60464

Re: Village of Palos Park
 Rear Yard Sanitary Sewer Replacement -
 11921 – 11931 Southwest Highway
 Engineering Proposal

Dear Mr. Sibrava:

We appreciate the opportunity to offer this proposal for design engineering services related to preparing plans and specifications for the replacement of 268 feet of existing 8" sanitary sewer located within an easement along the rear property line of the above referenced single-family residences. We understand the scope of engineering services will be as follows:

1. Collection of topographic information including location of homes and accessory structures in order to establish the best route for a temporary access easement to access the work area.
2. Preparation of plans for submission of permit and solicitation of proposal of work
3. Preparation of Specifications and Bid Proposal booklets for the solicitation of proposal of work.
4. Preparation of an Engineers Opinion of Probable Cost for the proposed improvements.
5. Submit and obtain an MWRDGC sewer permit for the improvement.

Proposed Costs

Hancock Engineering shall complete the Design Engineering Services for the proposed project for the Lump Sum fee of \$9,880.00 based on the breakdown of service shown below.

Site Visit, topographic survey collection, drafting	\$ 3,000.00
Preparation of Plans, Specification, Bid Documents	\$ 4,800.00
Permitting (MWRD)	\$ 1,040.00
Project Administration	<u>\$ 1,040.00</u>
Total Lump Sum Fee	\$ 9,880.00

The above cost does not include services associated with legal surveys, preparation of plats of survey, geotechnical investigation of soils, environmental review of soils for potential contamination, or structural review of trench procedures. Railroad permitting is not anticipated as the property line is located approximately 68 feet from the nearest railway tracks.

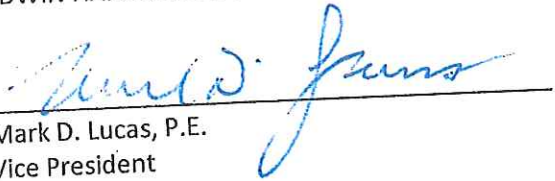
February 16, 2018
Page 2

We propose that any services rendered in excess of the specified Scope of Services shall be performed with consent of Village prior to their performance according to either an mutually agreed lump sum fee or at the hourly rate based on the attached Schedule of Hourly Rates. We anticipate being able to have our work completed within three weeks of receiving approval of our proposal. The above fees anticipate that the contracted work shall be completed by May 30, 2018. Any contracted work completed after that date, associated with additional authorized services or change in letting schedule, would be subject to an adjustment of the cost limit based upon any annual adjustments in our billing rates.

We look forward to providing professional engineering services to the Village of Palos Park. If you should have any questions after you have had an opportunity to review our proposal, please call our office at your convenience.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING COMPANY



Mark D. Lucas, P.E.
Vice President

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER – VI	\$130.00
ENGINEER – V	\$125.00
ENGINEER – IV	\$115.00
ENGINEER – III	\$110.00
ENGINEER – II	\$95.00
ENGINEER – I	\$85.00
ENGINEERING TECHNICIAN – V	\$110.00
ENGINEERING TECHNICIAN – IV	\$100.00
ENGINEERING TECHNICIAN – III	\$80.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN – I	\$40.00
CAD MANAGER	\$110.00
CAD – II	\$100.00
CAD – I	\$90.00
ADMINISTRATIVE	\$65.00

Building Department
 8999 West 123rd Street
 Palos Park, IL 60464
 www.palospark.org



Phone: (708) 671-3730
 Fax: (708) 448-9542

To: G. Darryl Reed, Building Dept. Commissioner
 From: Building Department
 Date: March 6, 2018
 Subject: **Building Department Report for Council Meeting March 12, 2018**

HELP KEEP PALOS PARK CLEAN

All homeowners are being asked to take inventory of their property and pick up all litter and wind-blown debris that may have accumulated over the winter. If we all work together, we can continue to keep Palos Park a pristine community.

PERMITS

The Building Department processed Nine (9) permits from Feb. 21 - Mar. 6, 2018 resulting in \$1,757.45 of permit fees. Eighteen (18) inspections were completed during this time.

8239 W. 118th Street	Interior Remodel	\$ 290.00
6 St. Moritz, #202	Patio door replacement	\$ 110.00
12408 Elm	Tear off & Re-Roof	\$ 180.00
10000 W. 127th Street	Replace soffit/fascia	\$ 120.00
8101 W. 123rd Street	Tear off & Re-Roof	\$ 180.00
8001 W. 126th Street	Install gutter guards	\$ 120.00
9314 W. 122nd Street	Install gutter guards	\$ 120.00
8320 Kimber	Interior Remodel	\$ 457.45
9302 W. 122nd Street	Install & repair fence	\$ 180.00
	TOTAL	\$ 1,757.45
	YEAR TO DATE TOTAL	\$ 16,310.61



Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner James Pavlatos
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner G. Darryl Reed

Meeting of: March 12, 2018

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

A land lease agreement for new cell tower antenna ground equipment at the Public Works garage located at 8999 W. 131st Street.

BACKGROUND/HISTORY:

The Village currently has a land lease with New Cingular Wireless for the cell tower located at the public works garage which was approved and constructed in 2006. The owner has expressed a desire to co-locate an additional user on the tower. The new user, Verizon Wireless, will require a new land lease with the Village for a 520 square foot area (20 feet by 26 feet) for supporting ground equipment. The proposed lease includes a onetime \$4,000 bonus payment upon execution of the agreement along with an initial amount of \$14,400 in annual rent paid in equal monthly installments of \$1,200. The proposed lease has a five year term with the option for four additional five year terms. The agreement further provides that annual rental for each additional 5 year term shall increase by 115% over the preceding term. If all options to extend are executed, the total term of the lease will be twenty-five years. Pursuant to 65 ILCS 5/11-76-1, the Ordinance approving the land lease must be approved by a three-fourths (3/4ths) vote of the Corporate Authorities (4 of 5).

STAFF RECOMMENDATION:

Staff recommends approval of the proposed lease agreement.

RECOMMENDED MOTION:

I move to adopt the Ordinance Approving a Land Lease Agreement Between the Village of Palos Park and Chicago SMSA Limited Partnership D/B/A Verizon Wireless Relative to the Ground Space Adjacent to the Telecommunications Tower Site at 8999 West 131st Street, Palos Park, Illinois, and Ingress/Egress and Utility Easements in Relation Thereto.

Att: Ordinance
Exhibit 1 – Land Lease Agreement
Exhibit 2 – Certificate of Publication

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LAND LEASE AGREEMENT
BETWEEN THE VILLAGE OF PALOS PARK AND
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
RELATIVE TO THE GROUND SPACE ADJACENT TO
THE TELECOMMUNICATIONS TOWER SITE AT
8999 WEST 131ST STREET, PALOS PARK, ILLINOIS, AND
INGRESS/EGRESS AND UTILITY EASEMENTS IN RELATION THERETO**

BE IT ORDAINED by the Village Council of the Village of Palos Park, Cook County, Illinois, as follows:

SECTION 1: That a Notice of the Village of Palos Park's (the "Village") intent, to enter into the Land Lease Agreement attached hereto as Exhibit "1" and made part hereof, with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, relative to ground space adjacent to the telecommunications tower site at 8999 West 131st Street, Palos Park, Illinois (the "Land Lease"), was published in the Regional News, on February 22, 2018, as required by 65 ILCS 5/11-76-2; a copy of the publisher's certificate relative to said Notice being attached hereto as Exhibit "2" and made part hereof.

SECTION 2: That the Village Council hereby approves the Land Lease attached hereto as Exhibit "1".

SECTION 3: That the Mayor and Village Clerk are hereby authorized and directed to execute the Land Lease, in the form attached hereto as Exhibit "1", on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Land Lease, including, but not limited to, the memorandum of the Land Lease referenced in Section 29 of the Land Lease.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption by a three-fourths (3/4ths) vote of the Village Council as required by 65 ILCS 5/11-76-2.

ADOPTED this ____ day of _____, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2018.

John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

Exhibit "1"

**Land Lease Agreement
Between the Village of Palos Park and
Chicago SMSA Limited Partnership d/b/a Verizon Wireless,
Relative to Ground Space Adjacent to the Telecommunications Tower Site
at 8999 West 131st Street, Palos Park, Illinois,
Including Ingress/Egress and Utility Easements in Relation Thereto**

(attached)

SITE NAME: 131st & RT & 7
SITE NUMBER: ILWI-P-039569 Location #: 456045
ATTY/DATE: LE/10-23-17

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 2018, between The Village Palos Park, an Illinois Municipal Corporation, with its principal offices located at 8999 W. 123rd Street Palos Park, IL., hereinafter designated LESSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 8999 W. 131st Street Palos Park, IL. (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises is a portion of the Property and is approximately 520 square feet in area, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.
2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.
3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. **RENTAL.**
 - a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400, to be paid in equal monthly installments of \$1,200 on the first day of the month, in advance, to LESSOR at 8999 W. 131st St, Palos Park, IL 60464 ATTN: Village of Palos Park Finance Director or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until 45 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. Annual rental for each additional 5 year term shall increase by 115% over the immediately preceding term. In addition, upon the execution of the Agreement by both parties, LESSEE shall make a one-time bonus payment of four thousand and no/100 dollars (\$4,000) to LESSOR.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

4. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along an 8 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "A". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Easement, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). Said Easement shall terminate upon termination of this Agreement.

5. CONDITION OF PREMISES. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is in compliance with all Laws. .

6. IMPROVEMENTS. The communications equipment including, without limitation, the , antennas, conduits, fencing and other screening, and other improvements shall be purchased and installed at LESSEE's sole cost and expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

7. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

8. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason

in LESSEE's sole discretion. Upon any such termination, the LESSOR shall not be obligated to refund any rental payments made by LESSEE.

9. INDEMNIFICATION. Subject to Paragraph 11, and to the extent permitted by law, , each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its officers, employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its officers, employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

10. INSURANCE. The LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage to, or destruction of, property, in any one occurrence. The LESSEE s agrees to include the other LESSOR as an additional insured.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective officers, agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment, or the equipment of any other current user (as of the Effective Date) of the monopoly that currently exists on the Property. LESSOR agrees that

LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 852-2671/(800) 621-2622) or to LESSOR (at 708-671-3702), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. Upon expiration of this Agreement or within 60 days of earlier termination, of this Agreement, LESSEE shall remove LESSEE'S Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at double the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

14. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term, until said negotiations are terminated by either Party, or until a new lease is entered into, whichever occurs first. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at double the then existing monthly rate or double on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR'S Notice"). LESSOR'S Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer. . If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR'S Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this

Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction, but in no event more than forty-five (45) days.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

Village of Palos Park
8999 W. 131st St.
Palos Park, IL 60464
Attention: Palos Park Village Manager

LESSEE:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted

30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall, to the extent permitted by law, indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its communication equipment to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and

the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in or on the Premises or the Property. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES.

a. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity, other than those imposed as a result of LESSEE'S use of the Premises and/or the Property, which shall be paid by the LESSEE.

28. b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

**Village of Palos Park,
an Illinois Municipal Corporation**

BY: _____

Print Name:

Title

Date: _____

LESSEE:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner**

BY: _____

Print Name:

Title

Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT A

Site No. LOC. #456045

Legal Descriptions

Parent Parcel

That part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Point of Intersection of the Northwesterly Right of Way Line of the Wabash Railroad and the West Line of the said Northeast 1/4 of the Southeast 1/4 of Section 34 (said Point being situated 963.25 Feet (measured) South of the North West Corner of said Northeast 1/4 of the Southeast 1/4 of Section 34 and 75.0 Feet North West by Rectangular Measurement from the Centerline of the said Railroad); thence Northerly along the said West Line of the Northeast 1/4 of the Southeast 1/4 of Section 34, a Distance of 400.0 Feet to a Point; thence East at Right angles to said West Line, a Distance of 311.95 Feet, more or less, to the Northwesterly Right of Way Line of the said Railroad; thence Southwesterly along said Northwesterly Right of Way Line to the Place of Beginning, all in Cook County, Illinois

Proposed 20'x26' Lease Area

That part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, described as:

Commencing at the intersection of the West line of the Northeast 1/4 of the Southeast 1/4 and the Northwesterly line of Wabash Railroad; thence North 36°07'19" East 120.54 feet along said Northwesterly line; thence North 53°52'41" West 0.50 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 53°52'41" West 26.00 feet; thence North 36°07'19" East 20.00 feet; thence South 53°52'41" East 26.00 feet; thence South 36°07'19" West 20.00 feet to the place of beginning.

Contains 520 square feet (0.012 acres), more or less.

Proposed Ingress/Egress & Utility Easement

A 20.00 foot wide easement for ingress/egress and utility purposes over that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, the centerline of which is described as:

Commencing at the intersection of the West line of the Northeast 1/4 of the Southeast 1/4 and the Northwesterly line of Wabash Railroad; thence North $36^{\circ}07'19''$ East 120.54 feet along said Northwesterly line; thence North $53^{\circ}52'41''$ West 26.50 feet; thence North $36^{\circ}07'19''$ East 10.00 feet to THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North $53^{\circ}52'41''$ West 44.87 feet; thence North $00^{\circ}16'28''$ West 217.09 feet; thence North $70^{\circ}52'59''$ East 67.95 feet; thence North $02^{\circ}13'18''$ West 432.66 feet; thence North $10^{\circ}59'56''$ East 69.30 feet; thence North $01^{\circ}57'14''$ West 42.28 feet to a point known as "POINT A"; thence continuing North $01^{\circ}57'14''$ West 4.00 feet to a point on the Southerly right-of-way line of 131st Street for the place of ending of this centerline description.

TOGETHER WITH an 8.00 foot wide easement for the same purposes, the centerline of which is described as:

Beginning at aforesaid "POINT A"; thence South $88^{\circ}02'46''$ West 24.08 feet to the place of ending of this centerline description.

Contains 17,676 square feet (0.406 acres), more or less.

EXHIBIT "B"
SITE PLAN OF THE PREMISES

Exhibit "2"

**Publisher's Certificate of the
Notice of Intent to Enter Into
Land Lease Agreement
Between the Village of Palos Park and
Chicago SMSA Limited Partnership d/b/a Verizon Wireless,
Relative to Ground Space Adjacent to the Telecommunications Tower Site
at 8999 West 131st Street, Palos Park, Illinois,
Including Ingress/Egress and Utility Easements in Relation Thereto**

(attached)

LEGAL NOTICE

**NOTICE OF THE INTENT
OF THE VILLAGE OF PALOS PARK
TO LEASE PROPERTY OWNED BY THE VILLAGE
FOR A TERM IN EXCESS OF TWENTY (20) YEARS**

CERTIFICATE OF PUBLICATION

County of Cook)
State of Illinois) ss.

Mark Hornung, being first duly sworn on oath, states that he is the publisher of The Regional News, doing business at Palos Heights, County of Cook, and State of Illinois, and that said Regional News is a secular newspaper of general circulation which has been printed regularly and published weekly in the English language in said Community, County, and State for more than one year prior to the first publication of the notice, of which the annexed copy is a true copy, and which has been published in the said newspaper.....1.....time each week for.....1.....successive weeks; that the first publication thereof was on the...22...day of February.....A.D., 2018... and the last publication thereof was on the...22...day of February.....A.D., 2018...; that said notice was printed on each of said dates for general distribution, and distributed and generally circulated to all its subscribers and to the general public.

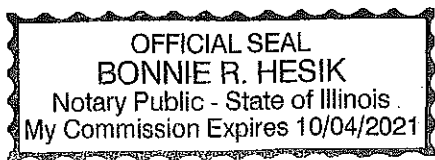
The undersigned further certifies that said newspaper complies with the requirements to publish legal notices as set forth in the current Illinois revised statutes, Chapter 715.

IN WITNESS WHEREOF, the said Mark Hornung, has hereunto set his hand this...22...day of February.....A.D., 2018.

Mr llll.....

Subscribed and sworn to before me this...22...day of February.....A.D., 2018.

Bonnie R. Hesik
Notary Public



NOTICE is hereby given that the Village of Palos Park intends to enter into a lease agreement, relative to a portion of the property owned by the Village and commonly known as the Village's Public Works Facility located at 8999 West 131st Street Palos Park, Illinois, with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with a lease term of up to twenty-five (25) years, including ingress/egress and utility easements, effective during the lease term, to access and bring utilities to the leased area, pursuant to the Land Lease Agreement to be approved at the March 12, 2018 Palos Park Village Council meeting; said meeting to be held at the Kaptur Administrative Center, Village Council Room, 8999 West 123rd Street, Palos Park, Illinois, at 7:30 p.m. on said date. The descriptions of the various parcels under the Land Lease Agreement are as follows:

Village-Owned Parcel

That part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Point of Intersection of the Northwesterly Right of Way Line of the Wabash Railroad and the West Line of the said Northeast 1/4 of the Southeast 1/4 of Section 34 (said Point being situated 963.25 Feet (measured) South of the North West Corner of said Northeast 1/4 of the Southeast 1/4 of Section 34 and 75.0 Feet North West by Rectangular Measurement from the Centerline of the said Railroad); thence Northerly along the said West Line of the Northeast 1/4 of the Southeast 1/4 of Section 34, a Distance of 400.0 Feet to a Point; thence East at Right angles to said West Line, a Distance of 311.95 Feet, more or less, to the Northwesterly Right of Way Line of the said Railroad; thence Southwesterly along said Northwesterly Right of Way Line to the Place of Beginning, all in Cook County, Illinois;

Leased Area (20 feet by 26 feet)

That part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, described as:

Commencing at the intersection of the West line of the Northeast 1/4 of the Southeast 1/4 and the Northwesterly line of Wabash Railroad; thence North 36°07'19" East 120.54 feet along said Northwesterly line; thence North 53°52'41" West 0.50 feet to the place of beginning of this description; thence continuing North 53°52'41" West 26.00 feet; thence North 36°07'19" East 20.00 feet; thence South 53°52'41" East 26.00 feet; thence South 36°07'19" West 20.00 feet to the place of beginning;

Contains 520 square feet (0.012 acres), more or less;

Ingress/Egress and Utility Easement (Effective during the lease term)

A 20.00 foot wide easement for ingress/egress and utility purposes over that part of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, the centerline of which is described as:

Commencing at the intersection of the West line of the Northeast 1/4 of the Southeast 1/4 and the Northwesterly line of Wabash Railroad; thence North 36°07'19" East 120.54 feet along said Northwesterly line; thence North 53°52'41" West 26.50 feet; thence North 36°07'19" East 10.00 feet to the place of beginning of this centerline description; thence North 53°52'41" West 44.87 feet; thence North 00°16'28" West 217.09 feet; thence North 70°52'59" East 67.95 feet; thence North 02°13'18" West 432.66 feet; thence North 10°59'56" East 69.30 feet; thence North 01°57'14" West 42.28 feet to a point known as "POINT A"; thence continuing North 01°57'14" West 4.00 feet to a point on the Southerly right-of-way line of 131st Street for the place of ending of this centerline description;

Together with an 8.00 foot wide easement for the same purposes, the centerline of which is described as:

Beginning at aforesaid "POINT A"; thence South 88°02'46" West 24.08 feet to the place of ending of this centerline description;

Contains 17,676 square feet (0.406 acres), more or less;

P.I.N.: 23-34-401-021;

Common Address: 8999 West 131st Street, Palos Park, Illinois 60464;

(the Leased Area, along with the Ingress/Egress and Utility Easement, being referred to as the "Subject Property").

Pursuant to the terms of the Land Lease Agreement, use of the Subject Property, by Chicago SMSA Limited Partnership d/b/a Verizon Wireless, is limited to installing, maintaining and operating telecommunications equipment, but not an antenna tower or monopole. A copy of the proposed Land Lease Agreement is available for public inspection at the Kaptur Administrative Center, at the address set forth above, from 9:00 a.m. to 5:00 p.m., Monday through Friday.

Village of Palos Park

Marie Arrigoni
Village Clerk



VILLAGE OF PALOS PARK

Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner James Pavlatos
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner G. Darryl Reed

Meeting of: March 12, 2018

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Consideration of a proposed scope of work and budget from Houseal Lavigne Associates regarding a Western Growth Area Master Plan.

BACKGROUND/HISTORY:

With the recent annexation of Cog Hill, Gleneagles, Mid-Iron Golf Club, and Ludwig Farms, it is anticipated that the Village will begin to experience development pressure within the foreseeable future. The Village's Comprehensive Plan, adopted in 2009, addresses the recently annexed western growth area as a "Future Study Area," but does not identify any land use designations or guide decision makers in what type of development should occur in this area. The Village should have a land use plan to help guide both decision makers and developers prior to consideration of any development proposal.

Last year, the Village began working with Houseal Lavigne Associates to develop a fiscal impact model to assist with the cost-benefit analysis of extending services to this area. As an outgrowth of that discussion, it became clear that a market analysis and land use plan with absorption rate assumptions would allow the Village the best ability to analyze the potential fiscal impact of the growth area over time. Finally, it was determined that a Planned Unit Development Ordinance would also need to be developed to facilitate zoning approvals. As such, the attached Scope of Work and Budget was requested.

If approved, it is anticipated that funds for this work would be spread over the remaining months of the FY2018 budget with the majority found in the proposed FY2019 budget. This cost was not anticipated within the FY2018 budget, but funds are available to cover the anticipated costs in FY2018.

RECOMMENDATION:

I move to approve and authorize staff to execute a contract for services in the amount of \$85,000 with Houseal Lavigne Associates as detailed in the proposal dated January 16, 2018.



January 16, 2018

SENT VIA EMAIL

Rick Boehm, Village Manager
 Village of Palos Park
 Kaptur Administrative Center
 8999 West 123rd Street
 Palos Park, IL 60464-1756

**Subject: Western Growth Area Master Plan
 DRAFT – Proposed Scope of Work & Budget**

Dear Mr. Boehm:

Our proposed scope of work for the Western Growth Area Master Plan (the "Project") is comprised of three (3) phases, including a comprehensive market study, land use plan and design guidelines framework, and PUD ordinance update. In the pages that follow, we provide a detailed description of the proposed tasks necessary to complete the Project. We believe that this proposed scope of work will allow for the development of a plan that will leverage the assets and strengths of properties recently annexed into the Village (the "Western Growth Area"), ensure coordinated land use and development, and enhance the character of this evolving area.


Our estimated budget to complete our proposed scope of work is **\$85,000**, including all directly related project expenses. The breakdown of professional fees by project phase, as well as a categorization of direct project expenses, is as follows:

Western Growth Area Master Plan Budget	
Phase 1: Market Study	\$ 35,000
Phase 2: Plan & Design Guidelines Framework	35,000
Phase 3: PUD Ordinance Update	10,000
Total professional fees	\$ 80,000
Market data expenses	4,500
Travel and production expenses	500
Total project budget	\$ 85,000

Based on our current understanding of the Village's timeframe expectations, we anticipate completion of all project phases within six (6) to nine (9) months from our date of engagement.

Please do not hesitate to John Houseal at (312) 372-1008, ext. 101, should you have any questions related to our proposed scope of work and budget.

Sincerely,



John Houseal, AICP
 Houseal Lavigne Associates

**HOUSEAL LAVIGNE
 ASSOCIATES, LLC**

188 West Randolph Street, Suite 200
 Chicago, IL 60601-2901
 (312) 372-1008

Proposed Scope of Work

In the pages that follow, we present our proposed scope of work for the Western Growth Area Master Plan. We have divided project steps and tasks into three (3) sequential phases, including a comprehensive market study, land use plan and design guidelines framework, and PUD ordinance update.

Phase 1: Market Study

It is imperative that the Western Growth Area Master Plan be grounded in market and economic realities. A firm understanding of existing market conditions and the Village of Palos Park's position within competitive environment will help to establish the foundation for land use planning and development decision-making. The market study will assist in determining the trends, supply, demand, and potential for residential, commercial, industrial, and hotel uses, as different areas of the Western Growth Area are considered for redevelopment.

Step 1.1: Market area definitions

In the first step of the market study, we will define market areas for residential, commercial, industrial, and hotel uses and conduct demographic analyses that will serve as the foundation of our assessment of market demand for these uses.

1.1a Define market areas

We will define primary and secondary market areas for each of the land uses being analyzed as part of the market study. These market areas will assist in determining future demand for product in the Western Growth Area and help inform the inventory of competitive supply.

1.1b Demographic analysis

Using from the U.S. Census and Esri (a nationally recognized provider of demographic data), we will prepare an analysis of existing conditions and trends within the Village and larger market areas. This analysis will highlight socioeconomic data, including households by age and income, race and ethnicity, shifts in population and households, consumer expenditure data, employment, among other metrics. This demographic data will inform the assessment of short-, mid-, and long-term market potential.

Step 1.2: Analysis of supply and demand

In this step of the market study, we will analyze market area demand and inventory the competitive supply for residential, commercial, industrial, and hotel uses. We will then reconcile supply and demand factors and calculate capture, penetration, and absorption rates, where applicable.

1.2a Residential analysis

Demographic trends and projections will be used to identify anticipated housing needs including market-rate (for-sale and rental), affordable, and senior housing products. Additional information will be gathered regarding existing housing stock and residential development activity (including pricing, volume, and absorption) in the Village and surrounding region.

The analysis will outline residential market needs and potential by product type (e.g., single-family homes, condominiums, townhomes, and rental apartments) as derived from the cumulative effect of local and regional socioeconomic trends. We will focus this analysis on quality of housing, density, price points, and rental rates. Our examination of potential housing options and alternatives will include:

- **Single-family.** Opportunities to introduce new single-family housing development that capitalizes on the on the availability of large tracts of land will be explored.
- **Multifamily.** We will inventory existing attached multifamily product in the market to assess availability by unit type, price, location, condition, access to transit and amenities, and other criteria. In coordination with the land use plan, we will examine the potential for mixed-use and standalone, higher-density housing.
- **Senior housing.** Communities must plan for an aging population. In addition to providing options for seniors, the ability for residents to "age in place" is extremely important to a community's overall quality of life. We will assess

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the quality, condition, price, affordability, and other criteria of existing senior product in the local market, including assisted living facilities.

As with other segments of the market, the residential analysis will consider the potential impact of regional influences and development on the demand for new housing.

1.2b Retail and restaurant analysis

This analysis will combine demographic trends with an analysis of retail supply and demand trends, including a formal retail gap analysis. We will conduct an inventory of existing retail and restaurant supply and document any proposed development in the market area to better quantify the competitive environment.

In addition to market dynamics, we will evaluate the suitability and compatibility of existing uses and assess physical characteristics, including access, exposure, and other related elements that may impact opportunities for future development. We will prepare a development matrix that highlights site requirements for specific categories and uses that will allow Village staff to more easily assesses the appropriateness of development by site and location.

1.2c Office and industrial analysis

The office and industrial market assessment will include an examination of trends in vacancy, rents, and absorption data for these and related uses. Our assessment will include a profile of existing uses and an examination of the Western Growth Area's competitive position. Potential influences on demand for additional space will be identified, including access to major roadways, infrastructure conditions, access to utilities, availability of labor, and other related information.

A major component of this analysis will be the presentation of alternative scenarios based on pending and proposed development. It is imperative that the Village's planning process and economic development strategies are not predicated on the occurrence of any single event or development. The market analysis will therefore address all potential scenarios.

1.2d Hotel analysis

Based on the defined market area, we will inventory existing hotel properties and document any proposed or planned developments. Hotels will be categorized by property type, total rooms, and average daily room rate (ADR). Where possible, occupancy rates will be documented. Amenities such as conference centers, restaurants, and banquet facilities will also be noted.

Based on our research and analysis, we will prepare projections of future need for hotel rooms. This will include identification of property types and locations where the hotel market is currently underserved, as well as where future demand is most likely to occur.

Step 1.3: Market study report

The culmination of the market study phase of the Western Growth Area Master Plan will be the preparation of draft and final market study reports.

1.3a Draft market study report

Based on work completed in previous steps, we will prepare a draft market study report. The report document will include a narrative of our analysis and findings, as well as accompanying tables, charts, maps, and other exhibits that help convey important market considerations.

1.3b Developer meetings

We will arrange and facilitate meetings with representatives of the local development community to discuss the challenges and opportunities related to a mix of development types. We will reconcile our data and analysis with developer input to ensure that recommendations are in line with development realities. Additional and or separate meetings may be held, if deemed necessary.

1.3c Staff coordination meeting

We will next meet with Village staff to discuss the draft market study report. Based on feedback received at this meeting, we will prepare a final market study report that will inform the land use planning component of the Western Growth Area Master Plan.

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1.3d Final market study report

Based on feedback received from Village staff, and supplemented by information received from local developers, we will prepare a final market study report. This report will serve as a foundation for land use and development recommendations developed in the next project phase.

Phase 2: Western Growth Area Plan & Design Guidelines Framework

In this project phase, we will prepare a plan to guide future growth and development in newly annexed areas of the Village, and develop a design guidelines framework that will influence the character of future development in the Western Growth Area. In the following, we outline work tasks associated with the preparation of the plan and guidelines.

Step 2.1: Issues and opportunities assessment

This step will include an assessment of existing conditions and future opportunities in the Western Growth Area, as well as specific sites within it. The issues and opportunities assessment will be informed by materials provided by the Village, feedback from community service providers, as well as field reconnaissance, inventories, and analyses conducted by the consultant.

2.1a Existing land use inventory

We will prepare a detailed existing land use map that inventories all parcels within the Western Growth Area. We will then utilize this map to identify functional land use areas, compatible and incompatible land use arrangements, and other issues related to land use and existing development conditions. We anticipate recording this land use inventory into a GIS database or shapefile for the Village's future use.

2.1b Transportation and infrastructure assessment

We will next undertake an analysis of the existing transportation and infrastructure network within the Western Growth Area. Our analysis will encompass the existing street system, right-of-way, bike and pedestrian facilities, public transportation, and traffic to identify issues, concerns, and opportunities for transportation-related improvements. The analysis will assist with the development of recommendations that could improve access and control, as well as overall safety and efficiency within the Western Growth Area. This step will also include an assessment of the existing non-transportation related infrastructure facilities based on information provided by the Village.

2.1c Character/urban design assessment

In this step, we will prepare an inventory and assessment of the various elements that collectively impart the urban design fabric and overall character of the Western Growth Area. Our inventory and assessment will include urban design, building form, streetscape, gateways, pedestrian amenities, wayfinding, and public spaces. We will place an emphasis on identifying improvements that will be needed to strengthen the overall character and appearance of the Western Growth Area.

Step 2.2: Draft plan

Based on our assessment of existing conditions, identification of issues and opportunities, as well as input from Village staff, we will prepare a draft Western Growth Area Master Plan. This higher-level planning exercise will place an emphasis on recommendations related to future land use and development, urban design, as well as transportation and infrastructure elements. The preliminary land use plan will be highly illustrative and graphically compelling, utilizing a variety of illustrations, including maps, photographs, graphics, and 3d renderings (as determined appropriate) to provide the detail necessary to effectively communicate planning and development concepts and recommendations.

2.2a Preliminary plan

We will develop a preliminary land use plan for the Western Growth Area, including recommendations related to: 1) land use and development, 2) urban design, and 3) transportation and infrastructure. Land use and development recommendations will include future land uses and may also include general "bulk" visualizations for key redevelopment opportunity sites. In addition, the preliminary land use plan will include recommendations related to urban design enhancements and multi-modal transportation, including conceptual cross-sections, bicycle and pedestrian improvements, and transit integration.

2.2b Staff coordination meeting

We will next meet with Village staff to review and discuss the draft plan, and based on feedback received at the meeting, we revise the draft framework accordingly, prior to presenting to the community.

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Step 2.3: Preliminary design guidelines framework

Step 2.3 will focus on the preparation of detailed design and development guidelines for residential, commercial, and industrial development that addresses general design principles for these types of development.

2.3a Draft design guidelines framework

We will prepare a draft design guidelines framework, including illustrative, photographic, and narrative components that addresses all aesthetic and design components that should be considered as an important element of future development in the Western Growth Area. In addition, the draft framework will address both public and private improvements and investment.

2.3b Staff coordination meeting

We will meet with Village staff to review and discuss the draft design guidelines framework. Based on feedback received at the meeting, we revise the draft framework accordingly.

2.3c Community open house

To secure input from the community on the content and value of the design guidelines framework, we will be present to answer questions and receive input at a community open house event.

Step 2.4: Plan documents and adoption

In this step, we will prepare a land use plan and design guidelines framework document to be included as part of the final Western Growth Area Master Plan.

2.4a Draft plan and design guidelines framework to Plan Commission

Based on the results preceding project tasks, we will prepare a draft land use plan and design guidelines framework document for review and consideration by the Plan Commission. We anticipate presenting the draft plan at a public meeting to be held at the Kaptur Administrative Center.

2.4b Final plan and design guidelines framework

Based on review and feedback from the Plan Commission, we will prepare a final land use plan and design guidelines framework document to be considered for adoption by the Village Council.

2.4c. Final plan and design guidelines framework to Mayor and Village Council

Finally, Houseal Lavigne Associates will present the final plan and framework document to the Mayor and Village Council for approval and adoption.

Phase 3: PUD Ordinance Update

The final project phase is intended to ensure that the Village's new PUD ordinance meets the community's needs and expectations and will serve as an effective tool to guide, review, and approve high-quality, creative, appropriate, and desirable development in the Western Growth Area. Additionally, the new ordinance will have applicability to development in other areas of the Village.

Step 3.1: Analysis and best practices

In this step, we will review the Village's existing PUD ordinance and research other ordinances for relevance and possible application to Palos Park.

3.1a Assessment of existing PUD ordinance

We will conduct a thorough review and assessment of the Village's existing PUD ordinance to identify any inefficiencies or shortcomings. This task may involve a meeting with Village staff to discuss the PUD ordinance.

3.1b Identification of best practices

PUD ordinances from the region and across the country will be examined to identify potential approaches or components for possible consideration in Palos Park. While there is no single best PUD ordinance to serve as an example, an examination of other codes will unveil how others are crafting successful codes. This examination may include calls to staff in other communities to discuss the strengths, weaknesses, usability, and effectiveness of their ordinance(s).

Step 3.2: Initial draft PUD ordinance

This step will entail the preparation of an initial draft PUD ordinance and review and discussion with Village staff.

3.2a Initial draft PUD ordinance

We will prepare an initial draft PUD ordinance for staff review and discussion. The initial draft ordinance will be accompanied by a technical memo that identifies the key takeaways from meetings with the Village, analysis of the existing code, and examination of best practices. The initial draft PUD ordinance will likely include:

1. Intent and purpose,
2. General provisions,
3. Standards for review,
4. Site development allowances,
5. Procedures,
6. Application requirements,
7. Effect of approval or denial, and
8. Amendments or alterations to approved planned developments.

3.2b Staff coordination meeting

We will next conduct a meeting with Village staff to review and discuss the initial draft PUD ordinance. Based on this review and discussion, we will make appropriate revisions and or complete additional research, if deemed necessary.

Step 3.3: Revised draft and final PUD ordinance

This step will entail the preparation of a revised draft PUD ordinance, review and discussion with Village staff, and presentation of a final ordinance.

3.3a Revised draft PUD ordinance

We will prepare a revised PUD ordinance for staff review and discussion. The revised draft ordinance will incorporate all feedback from previous discussions.

3.3b Staff coordination meeting

We will conduct a meeting with Village staff to review and discuss the revised draft PUD ordinance. Based on this review and discussion, we will make appropriate revisions in preparation for presentation to the Plan Commission.

3.3c Plan Commission public hearing

We will attend a public hearing by the Plan Commission to present, review, and discuss the PUD ordinance. Based on feedback received at this hearing, we will make any appropriate revisions to the PUD ordinance.

3.3d Village Council adoption

Once a PUD ordinance has been recommended by the Plan Commission through its public hearing process, we will present the final ordinance to the Village Council for approval and adoption.

Proposed Project Budget

On the following page, we present our proposed project budget with detail provided by project phase, step, and task, in addition to our estimates of direct project expenses.

VILLAGE OF PALOS PARK
Western Growth Area Master Plan Budget

HOUSEAL LAVIGNE ASSOCIATES				
	Principal	Sr. Associate	Associate	TOTAL
	\$ 185.00	\$ 140.00	\$ 110.00	\$ 126.51
Phase 1: Market Study				
Step 1.1: Market area definitions	1	4	12	17
1.1a Define market areas	1	4	12	17
1.1b Demographic analysis				
Step 1.2: Analysis of supply and demand	4	16	32	52
1.2a Residential analysis	2	12	24	38
1.2b Retail and restaurant analysis	2	12	24	38
1.2c Office and industrial analysis	2	12	24	38
1.2d Hotel analysis				
Step 1.3: Market study report	2	12	24	38
1.3a Draft market study report	1	8	8	17
1.3b Developer meetings	2	2	2	6
1.3c Staff coordination meeting	2	6	12	20
1.3d Final market study report				
Phase 1: Total hours	\$ 3,540	\$ 12,320	\$ 19,140	\$ 35,000
Phase 1: Total professional fees				
Phase 2: Western Growth Area Plan & Design Guidelines Framework				
Step 2.1: Issues and opportunities assessment	2	12	24	38
2.1a Existing land use inventory	2	8	20	30
2.1b Transportation and infrastructure assessment	2	8	20	30
2.1c Character/urban design assessment				
Step 2.2: Draft plan	8	16	42	66
2.2a Preliminary plan	2	2	2	6
2.2b Staff coordination meeting				
Step 2.3: Preliminary design guidelines framework	8	16	42	66
2.3a Draft design guidelines framework	2	2	2	6
2.3b Staff coordination meeting	2	2	2	6
2.3c Community open house				
Step 2.4: Plan documents and adoption	2	2	2	6
2.4a Draft plan and design guidelines framework to Plan Commission	2	4	8	14
2.4b Final plan and design guidelines framework	2	2	2	6
2.4c Final plan and design guidelines framework to Mayor and Village Council				
Phase 2: Total hours	\$ 6,380	\$ 10,360	\$ 18,260	\$ 35,000
Phase 2: Total professional fees				
Phase 3: PUD Ordinance Update				
Step 3.1: Analysis and best practices	1	4	8	13
3.1a Assessment of existing PUD ordinance	1	2	8	11
3.1b Identification of best practices				
Step 3.2: Initial draft PUD ordinance	2	4	16	22
3.2a Initial draft PUD ordinance	2	2	2	6
3.2b Staff coordination meeting				
Step 3.3: Revised draft and final PUD ordinance	1	2	4	7
3.3a Revised draft PUD ordinance	2	2	2	6
3.3b Staff coordination meeting	2	2	2	6
3.3c Plan Commission public hearing	2	2	2	6
3.3d Village Council adoption				
Phase 3: Total hours	\$ 2,360	\$ 2,800	\$ 4,840	\$ 10,000
Phase 3: Total professional fees				
GRAND TOTAL: Hours	\$ 12,280	\$ 25,480	\$ 42,240	\$ 80,000
GRAND TOTAL: Professional fees				500
Travel and production expense allowance			0.6%	4,500
Market data expense allowance			5.3%	
GRAND TOTAL: Professional fees and expenses				\$ 85,000

Palos Park Police Encourage All to Stay safe with a '#9PMRoutine'

It's known as the 9 p.m. routine and the Palos Park Police Department is joining many other departments now using social media to remind people to do some simple things before they go to bed, things that could keep them from becoming a victim of a crime.

PPPD and many of our neighboring partner police departments receive surveillance video showing offenders walking up a driveway and trying the handle of a car door to see if it's unlocked. It's quick, but since he can't get in, he moves on.

It is really just that simple thing of checking your car door. Locking your car door may seem like a routine thing to do, but many times people forget. That's why the Palos Park Police recently started using the hashtag #9pmRoutine on Facebook and Twitter.

The tweets and posts will start showing up after 8 p.m., reminding you of what to do. Make sure the doors are locked, of course, and then go back inside and make sure your garage doors are locked. Make sure your alarms are on and make sure your blinds are closed at that point too.

This national campaign began with the Pasco County Sheriff's Office in Florida, accolades to them! .

Commissioner Dan Polk announces Chief Joe Miller has completed the 2017-2018 Wichita State University Risk Management program

Risk Management Strategies a top Law Enforcement Priority

The Village of Palos Park recognizes the value of Risk Management and the continuing evolution of risk management, particularly when virtually every organizational function in law enforcement features some degree of risk. That is the nature of the profession and one that requires ongoing focus in order to minimize exposure to employee and organizational risks.

The Palos Park Police Department is a relevant stakeholder in ensuring that their risk management concepts are appropriately designed to mitigate risks to employees and the organization and monitored in a manner that supports overall effectiveness across a broad spectrum.

Police Chief Joe Miller has completed the Wichita State University Risk Management Professional program focused on Risk Management, the potential for loss or injury and the processes used to mitigate risks by analyzing trends, establishing controls, and actively overseeing predictable behaviors or actions

Police Commissioner Dan Polk said, "Assessing a police departments risk does not involve simply reviewing a single policy, document, or set of statistics, but a comprehensive, methodical, and ongoing process requiring a systematic examination of operations, training, internal systems, and behaviors associated with risk."

Polk noted, "In today's environment, Risk Management becomes key to the Palos Park Police Department assessing and identifying risks, as well as mitigating threats by utilizing practices that have made facilitation and participation in risk assessments as accurate and reliable as possible."

Palos Park Police step up patrols ahead of the Saint Patrick's Day holiday

Help us to keep Palos Park's roads the safest in the nation by planning ahead to stay safe on Saturday March 17th.

Palos Park Police are encouraging folks to plan ahead for a safe ride home and urge everyone to have a plan this St. Patrick's Day. If you plan on drinking, designate a sober driver. A day of celebrating can quickly turn to tragedy because of impaired driving.

St. Patrick's Day is one of the deadliest holidays due to the number of drunk drivers on the road. According to the National Highway Traffic Safety Administration, the St. Patrick's Day holiday period from 2010 to 2014 saw the loss of 266 lives nationally due to drunk-driving crashes. In 2014, alone, 29 people (28 percent of all crash fatalities) were killed in drunk-driving crashes over this period.

Choosing to drive drunk can ruin or end the life of the driver and others around them. If you are in Palos Park and had too much to drink, call us we will get you home safely, you can contact Chief Joe Miller's Cell phone at 259 1035 and he will get you home safely.

Chief Miller noted, "If there's anything we can do to make sure people don't drink and drive, that's what we want to do. We just want people to have a good time, but be responsible."

Palos Park Police and National Highway Traffic Safety Administration recommends the following these steps for enjoying a safe holiday without jeopardizing lives on the road.

- Before the festivities begin, plan a way to safely get home at the end of the night.**
- Before you start drinking, designate a sober driver and leave your car keys at home.**
- If you're impaired, use a taxi, call a sober friend or family member, use public transportation, or contact Chief Joe Miller's Cell phone at 259 1035 and he will get you home safely.**

Traffic Alert

Palos Half Marathon Sunday May 6, 2018 on Route 83 between Harlem Avenue and Archer Avenue.

In order to ensure a safe environment for Palos Half Marathon runners, Route 83 will be closed to all traffic on May 6th between roughly 5:00 am and 11:30 am. We encourage you to avoid the area if possible and seek alternative routes during this time frame.

We will be happy to assist you in working out any alternative routes and various options you may want to consider for traversing the area on May 6, 2018.

Please feel free to contact PPPD at (708) 671-3770 with any concerns, questions or if you are aware of any conflicts this may cause with other events in the area.

Possible alternatives to Route 83 would be 111th street, 123rd Street, 131st street, RT 45, Harlem Avenue, and Ridgeland Avenue.



Village Council
Mayor John Mahoney
Village Clerk Marie Arrigoni
Commissioner James Pavlatos
Commissioner Dan Polk
Commissioner Nicole Milovich-Walters
Commissioner G. Darryl Reed

Meeting of: March 12, 2018

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

To Approve the Dynegy Electric Service Agreement (December 2019 – February 2022)

BACKGROUND/HISTORY:

The Village first switched its electric energy supplier to MidAmerican Energy effective April 2011. This switch followed a study of our usage and a bid of the Village's electric energy to four companies. The Village is billed for energy used for our water and sanitary sewer operations as well as at the Metra station; Village electric service are considered commercial accounts. The initial contract term was April 2011 – December 2013. On March 10, 2014, the Village Council approved renewing with MidAmerican Energy for a contract term of March, 2014 – December 2016 at the energy price is \$0.04801/kWh for the term of the contract. On May 9, 2016, the Village Council approved a new agreement with MidAmerican Energy for the term of December 2016 – December 2019, at rate of \$0.04468/kWh.

The Village's consultant, Midwest Energy <http://midwestenergyinc.com> has advised that the market for electric energy is at a low. They have recommended that the Village lock in for future years at the rate of \$0.04087 for the period of December 2019 – February 2022. They solicited and received this quote from Dynegy Energy Services. Dynegy is the current supplier for the Village's electric aggregation program.

RECOMMENDED MOTION:

I move to approve the Electric Service Agreement between the Village of Palos Park and Dynegy Energy Services for the period December 2019 – February 2022 at the rate of \$0.04087/kWh



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Hybrid
Issued: February 21, 2018**

This offer is presented to **VILLAGE OF PALOS PARK** ("Customer") by **DYNEGY ENERGY SERVICES, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

THIS EXECUTABLE OFFER EXPIRES MIDNIGHT February 21, 2018 EST

Table 1		
Quote #:	Q-00272996	
Delivery Term Begins:	December 2019	
Delivery Term Ends:	February 2022	
Percent Product Quantity (%):	100%	
Percent Energy Price (/kWh):	ON-PEAK	OFF-PEAK
	\$0.04087	\$0.04087
Energy Price Adder (/kWh):	N/A	
Distribution Losses (/kWh):	Pass-Thru	
Transmission Charge (/kWh):	Pass-Thru	
Ancillary Charge (/kWh):	\$0.00135	
Capacity Charge (/kWh):	Pass-Thru	
RPS Charge (/kWh):	N/A	
Voluntary REC Charge (/kWh):	N/A	
Voluntary REC Quantity (%):	N/A	
Utility:	ComEd	
Utility Settlement Zone:	COMED	
Regional Transmission Organization (RTO):	PJM	
Broker/Consultant (If blank, N/A):	ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK DBA POWER AGENCY	

Percent Energy and Index Energy: If applicable in Table 1, the Percent Energy Price shall apply to the Percent Product Quantity elected at the time of execution ("Percent Energy"). Such Percent Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. **Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percent Energy ("Index Energy") and is calculated by subtracting the sum of all the Percent Energy each hour from the total hourly-metered energy.** The hourly price for Index Energy (the "Index Energy Price") will equal the RTO Day Ahead Locational Marginal Price for the Utility Settlement Zone ("DA LMP"). If, during the Term of this Agreement, the DA LMP ceases to exist, then its replacement index shall be used for the remaining term of this Agreement. On an hourly basis, all Percent Energy kilowatt-hour deliveries will be metered before any Index Energy kilowatt-hour deliveries. If applicable, the Energy Price Adder will be applied to all metered kilowatt-hours.

The Percent Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percent Energy and Index Energy. The Percent Energy Price and Index Energy Price do not include charges for distribution energy losses, transmission, ancillary services or capacity, nor do they apply to any charges assessed by the Utility, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under the Utility's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time. On-Peak and Off-Peak pricing, if applicable, shall be applied for such periods as described by the RTO.

Distribution Losses: Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If Distribution Losses Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If Distribution Losses Charge in Table 1 is noted as Pass-Through, Distribution Losses will be calculated by applying the distribution energy loss factor indicated under Utility's applicable delivery service tariffs to the metered kWh at each hour, and multiplying the result by the Index Energy Price. If the Percent Product Quantity in Table 1 equals 100%, Distribution Losses shall be billed at the Percent Energy Price.

Transmission: If applicable in Table 1, Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver electricity to the Delivery Point (as defined in the Terms & Conditions). Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the Utility zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Transmission Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the term of this Agreement. If the RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the term of this Agreement, notwithstanding any other provision of this Agreement, Supplier will change the Transmission Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Transmission Charge.

If the Transmission Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time electricity is delivered, 2) Customer's peak demand or network service peak load, as applicable, and 3) the number of days in the billing period. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

Ancillary Services: Customer acknowledges that Supplier (as the RTO Market Participant) will incur market-related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services"). The dollar/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding any other terms and conditions of this Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services.

Capacity Charge: Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Capacity Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If the Capacity Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

RPS Charge: If applicable in Table 1, the Renewable Portfolio Standard (RPS) Charge identified in Table 1 applied to all metered kilowatt-hours represents Supplier's charge for compliance with its state requirement that all Retail Electric Service providers have renewable energy sources as a percentage of their supply portfolio. If, during the Term of this Agreement, any rule, regulation, tariff, ordinance, statute, or law affecting the Supplier's obligation pertaining to renewable energy resources are amended or otherwise implemented by the applicable regulatory agency ("RPS Change"), and the RPS Change has a material effect on Supplier's costs of procuring renewable energy, then Supplier will adjust the RPS Charge to reflect the effect of such RPS Charge. Such RPS Charge imposed on alternative retail energy suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge.

Voluntary REC Charge: If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term. "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities that originally recognized the REC. The Parties agree and understand that a REC is separate from the Retail Power being delivered but, nonetheless,

constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement. Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment as a portion of the Retail Power delivered in a given billing cycle. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. Retail Power shall be associated with the generation of electricity from a renewable energy source such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1.

Renewable energy resource shall be selected by Supplier from any source provided for in 20 ILCS 687/6-3(f), which may be amended periodically.

Percent Product or Quantity: *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in this Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100% of load elections prior to the first delivery of electricity under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percent Energy Price for the Term shall then be calculated as the weighted average of all Percent Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. **SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL ELECTRICITY MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE. ALL METERS ASSOCIATED WITH THE ACCOUNT(S) MUST BE HOURLY INTERVAL DATA RECORDING METERS. THE MONTHLY INVOICE WILL BE A SUMMARY INVOICE FOR THE AGGREGATED HOURLY INTERVAL LOAD OF ALL METERS ON THE ACCOUNT(S). IN ADDITION TO THE AGGREGATED SUMMARY INVOICE, INDIVIDUAL ACCOUNT USAGE DETAIL WILL BE INCLUDED AND AN INTERVAL FILE IN COMMA SEPARATED VALUES ("CSV") FORMAT WILL LIKEWISE BE MADE AVAILABLE. THE PRICING OPTION WILL NOT INCLUDE CHARGES BY ACCOUNT.**

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Supplier's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p>DYNEGY ENERGY SERVICES, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>VILLAGE OF PALOS PARK</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>**Signatory certifies authorization to enter in to this Agreement</p>
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BILLING AND NOTICE INFORMATION

FEIN or DUNS#: _____

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

If applicable, see Section 4 of the Terms & Conditions for below:

Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices

(Complete below section)

Notices

Attn: Accounts Payable
Address: 8999 W 123rd St
Palos Park
IL 60545
E-mail: _____
Phone: _____

Attn: Richard Boehm
Address: 8999 W 123rd St
Palos Park, IL 60545
E-mail: _____
Phone: (708) 671-3700

Sales Contact

Name: Debra Lucas
Address: 1500 Eastport Plaza Dr
Collinsville
IL 62234
E-mail: debra.lucas@dynegy.com
Phone: 312-515-3488

Notices/Inquires

Attn: Customer Care
Address: 1500 Eastport Plaza Dr
Collinsville
IL 62234
E-mail: DESContracts@dynegy.com
Phone: 844-441-0716 Option-3

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to DESContracts@dynegy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
VILLAGE OF PALOS PARK AS OF 02/21/2018

TABLE 2			
Utility: ComEd			
	Account #	Bill Group	Service Location
1	0163062093	2	12100 S 82nd Ave, Palos Park, Il 60464
2	0416099020	21	135 Forest Edge Ct, Palos Park, Il 60464
3	1023125083	20	12222 Will Cook Road, Palos Park, Il 60464
4	2199149072	16	9301 W 123rd St, Palos Park, Il 60464
5	2919009002	16	9 Partridge, Palos Park, Il 60464
6	3081105010	16	12101 Southwest Hwy, Palos Park, Il 60464
7	3117005065	16	12701 Kinvara Drive, Palos Park, Il 60464
8	3657007098	2	12712100 S 82nd Ave, Palos Park, Il 60464
9	3765087020	16	1271219540 123rd St, Palos Park, Il 60464
10	4305030044	16	10101 125th Street, Palos Park, Il 60464
11	4593104051	16	68 Old Creek Road, Palos Park, Il 60464
12	6105046004	16	40 Ramsgate, Palos Park, Il 60464
13	6195005000	16	8812 120th Place, Palos Park, Il 60464
14	6303051092	16	12410 91st Avenue, Palos Park, Il 60464
15	6519008065	16	8201 Route 83, Palos Park, Il 60464
16	6645162032	16	24-1/2 Rominga, Palos Park, Il 60464
17	7167030012	16	12355 Wolf Road, Palos Park, Il 60464

**ELECTRIC SERVICE AGREEMENT
TERMS & CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Supplier requires credit review and approval for any Agreement for electricity involving the sale of more than 5 Mw per year or \$375,000 max 60-day notional value. Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, for certain larger customers with peak load in excess of approximately five mega-watts (5) MW, the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), of Retail Power to Customer affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with Transmission, Ancillary Services or RPS, whereby those terms in Exhibit A are controlling, 1) provide written notice to Customer of the change; 2) specify the effect on price necessary to accommodate the impact of the legal and/or regulatory change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material

respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Percent Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Percent Energy Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise

entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the

rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.