



## 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 10/18/2018**

**Monday, October 22, 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 October 8, 2018
- 5) **RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS**
  - A. Citizens on Patrol Service (COPS) presentation for Palos Park Police Cadet Scholarship Program
- 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 approve the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services (health inspections for Village restaurants) for the period December 1, 2018 through November 30, 2019 at a cost of \$100.00 per inspection
  - B. To approve a three year service agreement with SolarBee, Inc. in the amount of \$7,605.00 for maintenance of the mixing system located in the underground water reservoir
  - C. To approve payment of invoices on the Warrant List dated October 22, 2018 in the Amount of \$75,871.55
- 8) **OLD BUSINESS**

**9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS**

- A. To adopt an Ordinance approving certain front yard, side yard and rear yard setback Variations – the ordinance states the Village Council approves and adopts the findings of the Zoning Board of Appeals for a 1.542 foot variation (9.563%) from the 16.125 foot minimum side yard setback for the West side yard only, a 3.98 foot variation (3.98%) from the 100.00 foot minimum front yard setback and an 11.33 foot variation (22.66%) from the 50.00 foot minimum rear yard setback all relative to the construction of an addition to the existing single-family residence at the property commonly known as 34 N. Woodland Trail, Palos Park, IL 60464

**10) INFORMATION & UPDATES**

- A. Public Works and Streets, Recreation Report
  - 1. To approve Pay Estimate No. 1 for the 2019 MFT Pavement Improvement Project to Lindahl Bros. Inc. in the amount of \$251,817.57
  
- B. Building and Public Property Report
  - 1. Building Department Report
  
- 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 waive bids and approve the proposal from Call One at a cost of \$2,261.32 per month for a term of 36 months

**11) ANNOUNCEMENTS**

**12) CITIZENS AND VISITORS COMMENT PERIOD**

**13) ADJOURNMENT OF REGULAR MEETING**

## MINUTES OF THE BOARD OF COMMISSIONERS' MEETING

**HELD ON OCTOBER 8, 2018**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, October 8, 2018. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners Milovich-Walters, Reed, Polk, and Mayor Mahoney. Commissioner Pavlatos was not in attendance.

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

**APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON SEPTEMBER 24, 2018:** Commissioner Reed moved, seconded by Commissioner Milovich-Walters, to approve the minutes of the Regular Council Meeting held on September 24, 2018 as presented.

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

AYES: -4- Commissioners Reed, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

### **RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:**

**RECOGNITION OF WILLIAM GLOODT:** Mayor Mahoney presented William Gloodt with a proclamation on the occasion of his retirement for exemplary service to the Village of Palos Park. Mr. Gloodt founded All Electric in 1956, an electrical contracting business based in Palos Park that worked extensively on residential and commercial projects in the Village. He served as a volunteer fireman with the Palos Park Fire Department from 1962 to 1978. In 1963, Mayor Willard Lager asked him to serve as volunteer electrical inspector. Mr. Gloodt remained in service as the Palos Park electrical inspector until 2018.

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

- A. adopt an Ordinance declaring certain personal property owned by the Village as surplus and authorizing the donation of same – the ordinance states the Village has five (5) pieces of outdated IT equipment which are no longer necessary or useful and that the best interest of the Village would be served by the donation of same to Assisted Technology Exchange Network
- B. approve Palos Park Library's Application for the State of Illinois Special Event Retailer's Liquor License for "*Stacks after Dark: Beer & Wine Event*" to be held on November 3, 2018

- C. approve Granite City Brewery's Application for the State of Illinois Special Use Liquor License for "*Stacks after Dark: Beer & Wine Event*" to be held on November 3, 2018
- D. approve Vintrendi Wine Company's Application for the State of Illinois Special Use Liquor License for "*Stacks after Dark: Beer & Wine Event*" to be held on November 3, 2018
- E. approve the Palos Park Woman's Club Raffle License and Raffle Manager Bond Waiver Request for raffle to be held on November 3, 2018 at the Palos Park Library
- F. approve payment of invoices on the Warrant List for October 8, 2018 in the amount of \$96,474.15
- G. approve the Supplemental Warrant List dated October 8, 2018 for manual checks, payroll, and recurring wire transfers in the amount of \$401,446.86

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

AYES: -4- Commissioners Reed, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**OLD BUSINESS:** None

**BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS:** None

**INFORMATION & UPDATES:**

**COMMISSIONER OF PUBLIC WORKS AND STREETS/RECREATION & PARKS, NICOLE MILOVICH-WALTERS:** Commissioner Milovich-Walters had no formal report this evening however, she discussed a few upcoming recreational events.

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

**BUILDING DEPARTMENT REPORT:** Commissioner Reed reported the Building Department issued twenty-one (21) permits from September 19, 2018 – October 2, 2018 resulting in \$4,529.05 in fees. Twenty-eight (28) inspections were completed during this time, no occupancy permits issued and no exaction fees collected.

**EPISCOPAL CHURCH OF THE TRANSFIGURATION SPECIAL USE APPROVAL:** The Episcopal Church of the Transfiguration is requesting Special Use approval to install a new primary ground sign, relocate an existing sign, and install two new hanging signs in accordance with Chapter 1480.16 of the Village Code on the property commonly known as 12219 S. 86<sup>th</sup> Avenue, Palos Park, IL. During the public hearing held on September 20, 2018, several residents expressed concern about the proposed internally illuminated sign that would be located at the intersection of 86<sup>th</sup> Avenue and 123<sup>rd</sup> Street. Plan Commission voted to recommend approval (4-2) of the application subject to the condition that the timing (hours of illuminated operation) and level (intensity) of lighting for the sign be reviewed one year after approval (the "Condition"). Two issues have arisen since the public hearing. First, the applicant has submitted a letter objecting to the "Condition" and would like to introduce new evidence regarding other signage in the surrounding area. Secondly, Village staff has been unable to locate a special use ordinance granting approval for a church use. Special use for a church is required to approve the signs as an authorized portion of the special use, given that the signs are not in conformity with Village Code. A public hearing must be held by the Plan Commission regarding the special use for a church followed by Village Council approving special use ordinance all before the signs can be approved as part of the special use.

Staff is recommending the application be referred back to the Plan Commission to consider the new evidence relative to the recommended “Condition” and for a public hearing regarding the applicant’s request for a special use for a church with the requested signs as part of said special use.

Commissioner Reed moved, seconded by Commissioner Milovich-Walters, to refer the application from the Episcopal Church of the Transfiguration back to the Plan Commission to consider new evidence relative to the recommended Condition in regard to the main internally illuminated grousing and for a public hearing in regard to the applicant’s request for a special use for a church with the requested signs as part of said special use.

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

AYES: -4- Commissioners Reed, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:**

**POLICE ACTIVITY REPORT:** Commissioner Polk reported the Police Department received 1,301 calls for service from September 24, 2018 through October 7, 2018. Palos Park Police also issued 33 adjudication tickets, 13 traffic tickets, 28 written warnings, 14 verbal warnings, completed 25 case reports, arrested 5 adults, 0 juveniles, 3 impounds, 15 senior checks, 25 citizen assists and 20 community contact hours.

**9 PM ROUTINE:** Living in a safe community does not insure we are immune from property crimes i.e. stolen cars, vandalism and break-ins. Residents are urged to take common sense measures to keep their homes, vehicles and community safe. Suggestions from Commissioner Polk include picking up packages and mail, removing valuables from vehicles, locking car doors, closing and locking garage doors, closing and locking exterior doors and windows and turning on exterior lights.

**COMMISSIONER OF ACCOUNTS AND FINANCES, JAMES PAVLATOS:** Commissioner Pavlatos was not in attendance this evening.

**MAYOR’S REPORT:** Mayor Mahoney had no formal report this evening however, he read several announcements.

**CLERK’S REPORT:**

**DRIVER’S LICENSE RENEWAL:** Clerk Arrigoni reported the Illinois Secretary of State will be at Palos Park’s Village Hall on **Friday, October 12** from 10:00 AM – 2:00 PM. The following services will be provided: driver’s license renewal, state ID cards, vision screening with driver’s license renewal and vehicle sticker sales for license plates. Any Illinois resident can attend. Driver’s licenses can be renewed up to one year in advance. Anyone over the age of 75 is required to take a road test when renewing a driver’s license – that cannot be done at Palos Park. For more information call 708-671-3706.

**EARLY VOTING:** Clerk Arrigoni reported Early Voting begins Monday, October 22 and runs through Monday, November 5. Locations closest to Palos Park residents are: the Palos Heights Recreation Center, 6601 W. 127<sup>th</sup> Street, Palos Heights, IL and the Orland Township Office, 14807 Ravinia Avenue, Orland Park, IL. Hours for both locations will be Monday – Friday 9 a.m. – 5 p.m., Saturday 9 a.m. – 5 p.m., Sunday 9 a.m. – 4 p.m. and Monday, November 5 from 9 a.m. – 5 p.m.. Online voter registration runs through Sunday, October 21, 2018.

**MANAGER'S REPORT:** Mayor Mahoney had no formal report this evening however, he read several announcements.

**CITIZENS AND VISITORS COMMENT PERIOD:**

Mike LeBarre – On behalf of Cook County Commissioner, Sean Morrison, Mr. LeBarre thanked the Palos Park Recreation Department for their help during the Annual Suburban Republican Family Picnic held on Saturday, September 14, 2018 on the Village Green.

Kathryn Sofianos – Ms. Sofianos thanked the Village Council for approving their Local Liquor License for “*Stacks After Dark: Beer & Wine Event*” to be held on Saturday, November 3, 2018. An invitation to the event was extended to all.

**EXECUTIVE SESSION:** In open session at 8:12 p.m. Commissioner Reed moved, seconded by Commissioner Milovich-Walters, to recess to executive session to discuss probable or imminent litigation, pending litigation and to approve and then review for release executive session minutes.

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

AYES: -4- Commissioners Reed, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**RETURN TO REGULAR SESSION:** At 9:10 p.m., Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to adjourn the executive session and return to open session.

**ROLL CALL:** At 9:10 p.m. roll call was taken. Answering to roll call were Commissioners Milovich-Walters, Reed, Polk and Mayor Mahoney.

**ADJOURNMENT OF REGULAR COUNCIL MEETING:** There being no further business, Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to adjourn the meeting at 9:10 p.m.

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

AYES: -4- Commissioners Milovich-Walters, Reed, Polk, and Mayor Mahoney

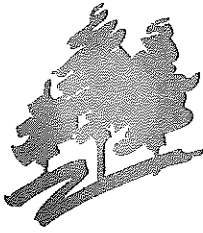
NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

Respectfully submitted,

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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: October 22, 2018

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Intergovernmental Agreement between the Village and Cook County Department of Public Health.

**BACKGROUND/HISTORY:**

This agreement is a yearly Intergovernmental Agreement between the Village and Cook County. The Department of Public Health will make inspections as required by the food sanitation provisions of the Code of Ordinances of the Village of all food service establishments and retail food stores licensed or permitted by the Village.

The cost per inspection (\$100.00) is billed to the Village for the term of the agreement. Two (2) inspections are performed each year for each food establishment and/or retail food store. The Village will charge each food establishment and/or retail food stores \$200.00 per year as part of the business license to cover said inspections. Agreement shall be effective December 1, 2018 through November 30, 2019.

**STAFF RECOMMENDATION:**

To approve the agreement as presented on the consent agenda.

**RECOMMENDED MOTION:**

To approve the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services.

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF  
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2018 by and between the Village of Palos Park, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

**WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
  - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2018 and shall continue through November 30, 2019 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Mayor, Village of Palos Park, 8901 West 123rd Street, Palos Park, Illinois 60464.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF PALOS PARK**  
a municipal corporation

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

Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Dated:

**COUNTY OF COOK**, a body  
corporate and politic

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

\_\_\_\_\_  
Dated

Director, Cook County  
Department of Public Health



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: October 22, 2018

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Approval of an agreement with SolarBee, Inc. for a three year service program for maintenance of the mixing system located in the underground reservoir.

**BACKGROUND/HISTORY:**

The underground reservoir has a solar powered mixing system that eliminates the possibility of problems associated with temperature differences in layers of water stored in the underground concrete cells. The SolarBee Program provides inspections and maintenance for mechanical, structural and electronic items; all repairs and upgrades required during the program duration; and on site response for emergency situations.

**STAFF RECOMMENDATION:**

Staff recommends approval of the three year service program agreement.

**RECOMMENDED MOTION:**

I move to approve the agreement with SolarBee, Inc. for a three year service program in the amount of \$ 7,605.00.



# BeeKeeper Service Program

Medora Corporation

GridBee SolarBee

**Main Office & Service Center Information:**

Medora Corporation  
 3225 Highway 22  
 Dickinson, ND 58601  
 Toll Free: (866) 437-8076 Phone: (701) 225-4495  
 Fax: (866) 355-7583

**Date:** October 12, 2018  
**Quote #:** CE18005B  
**Customer #:** PAL01

**Customer Information:**

Palos Park, Village of  
 8999 West 123rd Street  
 Palos Park, IL 60464

**Quote Is Valid Until:** November 30, 2018

**Customer Contacts:** Mike Sibrava

**BeeKeeper Pricing Options** (costs cover all units listed on page 2):

OPTION 1	Standard Annual Cost (Re-Quoted Annually)	\$2,668.00
OPTION 2	Locked Annual Cost (3 Year Term, Invoiced Annually)	\$2,775.00
OPTION 3	Upfront One Time Cost (3 Year Term, Invoiced At Start)	\$7,605.00

**Acceptance Of BeeKeeper Service Program**

To accept this Service Program, please fill out below information and either:  
 a) Fax to 866-355-7583, b) Scan and email to customerservice@medoraco.com, or c) Mail using address above.

\_\_\_\_\_ \_\_\_\_\_  
*Option 1, 2, or 3* *Purchase Order Number (if applicable)*

\_\_\_\_\_ \_\_\_\_\_  
*Authorized Signature* *Date*



BeeKeeper Service Program

Medora Corporation

GridBee SolarBee

Unit(s) & Location(s) Covered Under BeeKeeper Service Program:

Serial Number	SolarBee Model	Location
301080973	SB1250PW v18	USILPW-LOC439.002: 121st Street Tank



## BeeKeeper Service Program

### **BeeKeeper Terms & Conditions for SolarBee and GridBee Floating Mixers:**

#### **1. Universal Damage Repair for Medora Corporation Manufactured Equipment**

All structural repairs and replacement parts needed for Medora Corporation manufactured equipment caused by damage incurred due to events such as: acts of nature, accidents and vandalism are covered.

#### **2. Medora Corporation Electronics Hardware, Software, & Firmware Upgrades**

Upgrades to hardware, software, and firmware manufactured by Medora Corporation are included at no charge as they become available. The heart of the superb SolarBee/GridBee is the large low-rpm digital brushless high-torque motor, PV modules, battery system, and computerized power management system (including brain board, logic board, self-diagnostics, motor controller, charge controller, data logger, GPS receiver, & communication outputs). Medora Corporation has invested millions of dollars to develop these computerized controls and continually improve them for increased machine performance, self-diagnostics, self-repair, and reliability.

#### **3. Access To On-Staff Water Quality Experts**

Our water quality experts are available for data analysis and application troubleshooting if a need arises. Medora Corporation obtained water quality data and customer water quality data will be analyzed including expert review and free conference calls to discuss water quality issues. Medora Corporation employs many experts in the water quality field including specialized areas such as limnology, hydrology, wastewater, biology, and engineering.

#### **4. Annual Maintenance of the Medora Corporation Manufactured Equipment**

The power system, impeller, intake and structural components of the Medora Corporation manufactured equipment are inspected. The solar modules and flow dish are adjusted and cleaned. In all, a complete inspection is performed for mechanical, structural, and electronic items. All necessary or advisable machine repairs and/or upgrades for Medora Corporation manufactured equipment are also made.

#### **5. Maintenance on Third Party Equipment Supplied by Medora Corporation**

Medora Corporation service crew will complete general cleaning and maintenance checks on third party equipment. However, all repairs and warranty claims will go through the equipment's direct manufacturer. Any repair costs not covered under warranty are the owner's responsibility.

#### **6. Onsite Crew Response For Critical Application & Operational Service Issues**

If service issues arise, the customer may be asked to perform a basic machine inspection and discuss results with our Customer Service Department. In some cases, the customer may be asked perform minor tasks (i.e., cleaning the solar panels, changing a fuse, replacing other minor parts). If replacement parts are needed, the factory will ship them out at no cost. For more serious application and service issues, Medora Corporation will dispatch a crew to resolve the issues onsite.

#### **7. Removal, Storage, and Redeployment of Potable Water Units.**

If Medora Corporation equipment needs to be removed for any reason, Medora Corporation offers removal, storage, and redeployment at a discounted rate. Contact Medora Customer Service for a removal and redeployment quote.

#### **8. The Importance Of Having A Service Program**

All SolarBee/GridBee machines deployed at a particular location must be covered under the same BeeKeeper term. If a machine is not covered under a BeeKeeper Service Program within one year of initial deployment, or if a BeeKeeper Service Program is allowed to lapse, a pre-enrollment inspection may be required to enroll / re-enroll at standard service rates.

#### **9. Currency**

All prices are shown in U.S. Dollars and all payments must be made in U.S. Dollars.

#### **10. Payment Terms**

The start date for a BeeKeeper Service Program is the first of the month following notification of acceptance or at a time designated by the Customer (always on the first of a month). Invoices are issued within 30 days of the start date with payment due 30 days from invoice date. Currency is in U.S. Dollars.

#### **11. Taxes & Governmental Fees**

Unless otherwise indicated, no taxes, tariffs, or other governmental fees are included in the costs shown above. Taxes and fees of all types relating to this sale being imposed on Medora Corporation or the customer are the customer's responsibility to pay whether they are learned of before or after the customer orders this program. These include but are not limited to: all local, state, and federal taxes including sales and use taxes, and business privilege taxes. The customer's purchase order should indicate any taxes or fees due on equipment and/or services. The customer will distinguish whether they will pay any fees / taxes directly to the governing body or to Medora Corporation for Medora Corporation to submit to the governing body.

#### **12. Liability**

In no event will Medora Corporation or its affiliates be liable for any lost profits or use or other punitive, special, exemplary, consequential, incidental or indirect damages, however caused, on any theory of liability. Medora Corporation and its affiliates expressly disclaim any and all express or implied conditions, representations, and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

**THE VILLAGE OF PALOS PARK  
ACCOUNTS PAYABLE WARRANT  
FOR OCTOBER 22, 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.

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MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

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VILLAGE CLERK MARIE ARRIGONI SIGNATURE

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/22/2018

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
1ST00001 1ST AYD CORPORATION									
PS1224101		10/16/18	01	GLOVES	0124606700			10/22/18	225.40
			02	TOILET TISSUE	0127937760				63.96
			03	ODOR NEUTRALIZER-24	0127916711				120.36
									INVOICE TOTAL:
									409.72
									VENDOR TOTAL:
									409.72
AIR00001 AIRY'S INC.									
22661		10/16/18	01	WTR MAIN RPR 9/19-3 COMMONS DR	5224606750			10/22/18	3,789.51
									INVOICE TOTAL:
									3,789.51
									VENDOR TOTAL:
									3,789.51
ARR00001 MARIE ARRIGONI									
181004		10/16/18	01	10/4/18 MNCPD CLERKS DNR MTG	0120606810			10/22/18	25.00
									INVOICE TOTAL:
									25.00
									VENDOR TOTAL:
									25.00
BEA00001 BEARY LANDSCAPE MANAGEMENT INC									
106975		10/16/18	01	OCT2018 LAWN MAINTENANCE-METRA	5324606990			10/22/18	503.75
									INVOICE TOTAL:
									503.75
106976		10/16/18	01	OCT2018 LAWN MAINT-PUMP STAT	5224606990			10/22/18	65.00
									INVOICE TOTAL:
									65.00
106977		10/16/18	01	OCT BI-WKLY SRV 2 LAGRNG MDNS	2324707510			10/22/18	200.00
									INVOICE TOTAL:
									200.00
									VENDOR TOTAL:
									768.75
CAL00001 CALL ONE									
10/15/18		10/16/18	01	708-923-6021 10/15-11/14/18	5124707200			10/22/18	998.98
			02	708-923-6021 10/15-11/14/18	5224707200				249.74
									INVOICE TOTAL:
									1248.72
									VENDOR TOTAL:
									1248.72

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CAL000001 CALL ONE

10/15/18	10/16/18	03	SCADA SYSTEM 10/15-11/14/18	5224707200			10/22/18	268.87
		04	T-1 LINE 10/15-11/14/18	0120707200				257.54
		05	T-1 LINE 10/15-11/14/18	0122707200				201.20
		06	T-1 LINE 10/15-11/14/18	0124707200				96.58
		07	T-1 LINE 10/15-11/14/18	0125707200				64.38
		08	T-1 LINE 10/15-11/14/18	0126707200				32.19
		09	T-1 LINE 10/15-11/14/18	0129707200				32.19
		10	T-1 LINE 10/15-11/14/18	5124707200				32.19
		11	T-1 LINE 10/15-11/14/18	5224707200				88.53
		12	ISDN LINE 10/15-11/14/18	0120606990				160.62
		13	ISDN LINE 10/15-11/14/18	0122606990				125.49
		14	ISDN LINE 10/15-11/14/18	0124606990				60.23
		15	ISDN LINE 10/15-11/14/18	0125606990				40.16
		16	ISDN LINE 10/15-11/14/18	0126606990				20.08
		17	ISDN LINE 10/15-11/14/18	0129606990				20.08
		18	ISDN LINE 10/15-11/14/18	5124606990				20.08
		19	ISDN LINE 10/15-11/14/18	5224606990				55.21
		20	LONG DISTANCE 10/15-11/14/18	0120707200				1.95
		21	LONG DISTANCE 10/15-11/14/18	0122707200				1.24
		22	LONG DISTANCE 10/15-11/14/18	0124707200				0.21
		23	LONG DISTANCE 10/15-11/14/18	0125707200				0.18

INVOICE TOTAL: 2,827.92  
 VENDOR TOTAL: 2,827.92

CAS0001 CASH

181003	10/16/18	01	AIP SUPPLIES BBQ, ICE, FD TRY	0324606011			10/22/18	59.64
		02	KAPTUR ADM KITCHEN SUPPLIES	0120707990				41.41
		03	PLAT OF CONSOLIDATION FEES	0324606011				100.00

INVOICE TOTAL: 201.05  
 VENDOR TOTAL: 201.05

CHI00008 CHICAGO TRIBUNE

180930	10/16/18	01	SUBSCRIPTION/16WKS THRU 12/30	0120707035			10/22/18	254.77
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INVOICE TOTAL: 254.77  
 VENDOR TOTAL: 254.77

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

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INVOICE #	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CIN000001 CINNAS CORPORATION #23K							
23K147160	01	TOWELS & MATS	01224606990			10/22/18	58.40
	02	UNFRM RNTL W/E 10/1/18/WALTERS	5224707300				100.82
	03	UNIFORM RNTL W/E 10/1/18	01224707300				49.51
		INVOICE TOTAL:					208.73
23K148749	01	TOWELS	01224606990			10/22/18	4.40
	02	UNIFORM RNTL W/E 10/8/18	5224707300				34.82
	03	UNIFORM RNTL W/E 10/8/18	01224707300				49.51
		INVOICE TOTAL:					88.73
		VENDOR TOTAL:					297.46
COM00009 COM ED							
181001	01	123RD & SW HWY 8/30-10/1/18	01224606731			10/22/18	1,446.65
		INVOICE TOTAL:					1,446.65
		VENDOR TOTAL:					1,446.65
CON00011 CONCENTRIC INTEGRATION, LLC							
0200136	01	SUPPORT SERVICES	52224606990			10/22/18	5,417.00
		INVOICE TOTAL:					5,417.00
		VENDOR TOTAL:					5,417.00
COO0001 G COOPER OIL COMPANY INC							
748870	01	27% BIO-DIESEL 9/20/18	5224707080			10/22/18	575.90
	02	13% BIO-DIESEL 9/20/18	5124707080				277.28
	03	50% BIO-DIESEL 9/20/18	01224707080				1,279.77
		INVOICE TOTAL:					2,132.95
750937	01	FUEL F/GENERATORS-AIP	0324707990			10/22/18	586.30
		INVOICE TOTAL:					586.30
		VENDOR TOTAL:					2,719.25

COO00012 COOK COUNTY RECORDER OF DEEDS

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

- Village of Palos Park -  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/22/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COO00012 COOK COUNTY RECORDER OF DEEDS								
2919302018	10/16/18	01	PLT CNSDLTN-DOC1825516007	0120606570			10/22/18	134.00
		02	PLT CONSDLTN-DOC1825516008	0120606570				132.00
		03	REL OF LIEN-DOC1825519338	0120606570				40.00
		04	REL OF LIEN-DOC1825519339	0120606570				40.00
		05	REL OF LIEN-DOC1825519340	0120606570				40.00
INVOICE TOTAL:								386.00
VENDOR TOTAL:								386.00
COV00001 COVERALL								
1010625141	10/16/18	01	JANITORIAL SVC-METRA OCT2018	5324606990			10/22/18	180.00
		02	JANITORIAL SVC-KAPTUR OCT2018	0127916990				885.00
INVOICE TOTAL:								1,065.00
VENDOR TOTAL:								1,065.00
CUR00003 CURALINC, LLC								
8757	10/16/18	01	ONSITE TRAINING 10/4/18	0120505340			10/22/18	25.00
		02	ONSITE TRAINING 10/4/18	0122505340				25.00
		03	ONSITE TRAINING 10/4/18	0124505340				25.00
		04	ONSITE TRAINING 10/4/18	0125505340				25.00
		05	ONSITE TRAINING 10/4/18	0126505340				25.00
		06	ONSITE TRAINING 10/4/18	0129505340				25.00
INVOICE TOTAL:								150.00
VENDOR TOTAL:								150.00
EBE0001 PALOS ACE HARDWARE								
295089	10/16/18	01	LUBRICANT, WIPES, SOAP	5224606711			10/22/18	19.40
		02	BULBS	5124606708				7.54
INVOICE TOTAL:								26.94
VENDOR TOTAL:								26.94

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

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INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ENV0001	ETP LABS INC	10/16/18	01	COLIFORM SAMPLES-09/06&09/19	5224606620			10/22/18	54.00
				INVOICE TOTAL:					54.00
				VENDOR TOTAL:					54.00
FUL0001	FULLER'S CAR WASH	10/16/18	01	SEPTEMBER2018 SQUAD WASHES	0122606700			10/22/18	336.50
				INVOICE TOTAL:					336.50
				VENDOR TOTAL:					336.50
FUR0001	DONNA PURMANEK	10/16/18	01	CHAIR YOGA	0126606991			10/22/18	175.00
				INVOICE TOTAL:					175.00
				VENDOR TOTAL:					175.00
GEH00001	G & H IMPORT AUTO PARTS INC.	10/16/18	01	UNIT#1 BATTERY	0124606700			10/22/18	459.42
				INVOICE TOTAL:					459.42
759994		10/16/18	01	UNIT#55-PAD SET, BRAKE ROTOR	0124606700			10/22/18	297.67
				INVOICE TOTAL:					297.67
760728		10/16/18	01	VEH#255-CNTL ARM,PRKG BRK ADJ	0122606700			10/22/18	333.58
				INVOICE TOTAL:					333.58
				VENDOR TOTAL:					1,090.67
GAB00001	CATHY GABEL	10/16/18	01	10/4/18 MNCPCL CLERKS DNNR MTG	0120606810			10/22/18	25.00
				INVOICE TOTAL:					25.00
				VENDOR TOTAL:					25.00
GAL00002 GALLAGHER MATERIALS, INC.									

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

- Village of Palos Park -  
 DETAIL BOARD REPORT

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
GAL00002	GALLAGHER MATERIALS, INC.							
7980	10/16/18	01	2.01 TONS UPM COLD PATCH	2424707700			10/22/18	249.24
								249.24
								249.24
-----								
GAL00002	GALLS, LLC							
010783239/010836175	10/16/18	01	U/A HUGHES-BAG, FLASHLIGHT, GLOVES	0122707300			10/22/18	173.98
								173.98
								173.98
-----								
010834026	10/16/18	01	U/A SOTSANTS-SHOES, HOLSTER	0122707300			10/22/18	151.98
								151.98
								325.96
-----								
GEK00001	G.E. KLOOS MATERIAL CO.							
S42440/S42604	10/16/18	01	PIPE, GRATES, ADAPTORS	2328848020			10/22/18	338.40
		02	VARIOUS PIPERS, BEND, TEE	2328848020				1,383.48
								1,721.88
								1,721.88
-----								
GOV00003	GOVERNMENT FINANCE OFFICERS							
181009	10/16/18	01	CRTP ACHVMT AWARD-FY2018CAFR	0129606810			10/22/18	370.00
								370.00
								370.00
-----								
GRO0011	GROEN TRANSFER/AN ALLIED WASTE							
4436-000017569	10/16/18	01	ADMINISTRATIVE FEE	2328848020			10/22/18	5.25
		02	TICKET#1178090	2328848020				454.11
		03	TICKET#1178089	2328848020				411.78
		04	TICKET#1178084	2328848020				365.88
		05	TICKET#1178076	2328848020				401.58
		06	TICKET#1178064	2328848020				405.15

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
GRO00011 GROEN TRANSFER/AN ALLIED WASTE									
4436-000017569	10/16/18	07	TICKET#1178063	2328848020			10/22/18	409.74	
		08	TICKET#1178055	5224606750				424.53	
		09	TICKET#1178054	5224606750				413.82	
		10	TICKET#1178042	5224606750				400.05	
		11	TICKET#1178041	5224606750				358.23	
		12	TICKET#1177973	5224606750				369.45	
								INVOICE TOTAL:	4,419.57
								VENDOR TOTAL:	4,419.57
HAM00003 HAWKINS, INC.									
4374303	10/16/18	01	82 GA AZONE 14, FRT, FRT CHRG	5224707990			10/22/18	266.26	
								INVOICE TOTAL:	266.26
								VENDOR TOTAL:	266.26
HOL00001 HOLLAND & KNIGHT LLP									
5732854	10/16/18	01	MATTER 092346.00006	0121606540			10/22/18	4,908.71	
								INVOICE TOTAL:	4,908.71
								VENDOR TOTAL:	4,908.71
HOM00001 HOME DEPOT CREDIT SERVICES									
102991/9261590	10/16/18	01	MUMS/REFUND TAX	0324707990			10/22/18	279.72	
								INVOICE TOTAL:	279.72
13924	10/16/18	01	QUITRETE WATERSTOP	2328848020			10/22/18	66.95	
								INVOICE TOTAL:	66.95
4803288	10/16/18	01	12V BATTERIES, HCKZALL, SAW	0124707510			10/22/18	320.22	
								INVOICE TOTAL:	320.22
5026907	10/16/18	01	U-POSTS, TUBING, MYLAR 5"	0124606708			10/22/18	175.80	
								INVOICE TOTAL:	175.80



DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

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LAW00005 LAW OFFICES OF JOHN Z. TOSGAS									
181003		10/16/18	01	ADJUDICATION HEARING 10/3/18	0122606540			10/22/18	425.00
									INVOICE TOTAL: 425.00
									VENDOR TOTAL: 425.00
MEN00005 MENARDS									
37503		10/16/18	01	FLORESCENT BULBS/12 PK	0127926711			10/22/18	55.96
			02	LAMINATE CLEANER	0127927760				21.94
			03	MULTI PURPOSE CLEANER	0127927760				5.88
									INVOICE TOTAL: 83.78
37872		10/16/18	01	7 HEX KEY	0127926711			10/22/18	3.99
			02	PNUMATIC DOOR CLOSER	0127926711				39.99
									INVOICE TOTAL: 43.98
									VENDOR TOTAL: 127.76
MEN0001 MENARDS CRESTWOOD									
2161		10/16/18	01	SWITCH	5124606720			10/22/18	3.98
			02	STAIN FOR FENCE	5224606711				90.87
									INVOICE TOTAL: 94.85
									VENDOR TOTAL: 94.85
NIC0001 NICOR GAS									
180928		10/16/18	01	12101 SW HWY 8/26-9/27/18	5224606410			10/22/18	116.61
									INVOICE TOTAL: 116.61
180928A		10/16/18	01	12410 91ST 8/30-9/30/18	5124606410			10/22/18	35.39
									INVOICE TOTAL: 35.39

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

- Village of Palos Park -  
 DETAIL BOARD REPORT

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NIC0001			NICOR GAS					
180938B	10/16/18	01	METRA 8/28-9/28/18	5324606410		INVOICE TOTAL:	10/22/18	16.25
181002	10/16/18	01	133 FOREST EDGE 8/31-9/30/18	5124606410		INVOICE TOTAL:	10/22/18	32.94
181002A	10/16/18	01	12222 WILL COOK 8/30-10/1/18	5124606410		INVOICE TOTAL:	10/22/18	99.35
181002B	10/16/18	01	RECREATION 8/30-10/1/18	0127926410		INVOICE TOTAL:	10/22/18	39.72
181002C	10/16/18	01	PW GARAGE 8/30-10/1/18	0127936410		INVOICE TOTAL:	10/22/18	32.47
181003	10/16/18	01	7/3-10/1/18 ADJ 40 RAMSGATE	5124606410		INVOICE TOTAL:	10/22/18	26.48
181005	10/16/18	01	GAS/KAPTUR 9/5-10/4/18	0127916410		INVOICE TOTAL:	10/22/18	113.31
181005A	10/16/18	01	10057 W 125TH 8/3-9/3/18	5224606410		INVOICE TOTAL:	10/22/18	100.36
						VENDOR TOTAL:		612.88
OZI00001			OZINGA MATERIALS, INC.					
75984	10/16/18	01	TKT936492,936338,936138,16UNIT	0127936780		INVOICE TOTAL:	10/22/18	1,040.00
						VENDOR TOTAL:		1,040.00
PAL00010			PALOS PARK POSTMASTER					
181010	10/16/18	01	POSTAGE SPECIAL ASSESSMENT13-1	6170707020			10/22/18	25.00

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

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 DETAIL BOARD REPORT

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PAL00010 PALOS PARK POSTMASTER									
181010		10/16/18	02	POSTAGE SPECIAL ASSESSMENT96-1	6370707020			10/22/18	25.00
			03	POSTAGE SPECIAL ASSESSMENT96-2	6570707020				50.00
			04	POSTAGE F/BUSINESS LICENSES	0120707040				100.00
									INVOICE TOTAL: 200.00
									VENDOR TOTAL: 200.00
PAL00002 PALOS SPORTS INC									
301574-00		10/16/18	01	FALL SOCCER TROPHIES	0126707310			10/22/18	403.75
									INVOICE TOTAL: 403.75
									VENDOR TOTAL: 403.75
PAL00030 PALOS PARK SENIOR CLUB									
567125		10/16/18	01	SENIOR MFG 10/08/18-CATERING	0121606890			10/22/18	210.25
									INVOICE TOTAL: 210.25
									VENDOR TOTAL: 210.25
PAL00031 PALOS HILLS COMMUNITY									
180924		10/16/18	01	STARVED ROCK TROLLEYBOAT TOUR	0126707522			10/22/18	981.41
			02	STRVD ROCK MOTOR COACH TRANSPRT	0126606600				465.52
									INVOICE TOTAL: 1,446.93
									VENDOR TOTAL: 1,446.93
181002		10/16/18	01	GARWOOD ORCHARDS COACH BUS	0126606600			10/22/18	82.68
									INVOICE TOTAL: 82.68
									VENDOR TOTAL: 1,529.61
REL0001 RELIABLE FIRE EQUIPMENT CO									
718834		10/16/18	01	FIRE EXTINGUISHER F/PW YARD	0124606708			10/22/18	33.00
									INVOICE TOTAL: 33.00
									VENDOR TOTAL: 33.00
RIZ00001 JOE RIZZA									

DATE: 10/16/18  
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-- Village of Palos Park --  
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RIZ00001	10/16/18	01	VEH#255-2 LEVERS	0122606800			10/22/18	23.62
413642								23.62
								VENDOR TOTAL: 23.62
RIZ00002	10/16/18	01	REPAIR UNIT#30-CLAMP	0124606700			10/22/18	31.21
91794								31.21
								VENDOR TOTAL: 31.21
ROS0001	10/16/18	01	MATS/METRA 10/10/18	0127916990			10/22/18	191.74
1559356								191.74
								VENDOR TOTAL: 191.74
1559357	10/16/18	01	MATS/KAC 10/10/18	0127916990			10/22/18	473.50
								473.50
								VENDOR TOTAL: 665.24
RUS00015	10/16/18	01	CUT RETARDANT SHIRTS	0124707300			10/22/18	432.00
5423107								432.00
								VENDOR TOTAL: 432.00
SCH0001	10/16/18	01	4 YARDS SOIL	2328848020			10/22/18	118.00
S1047567								118.00
								VENDOR TOTAL: 118.00
S1047839	10/16/18	01	1 YARD SOIL	2328848020			10/22/18	29.50
								29.50
								VENDOR TOTAL: 147.50

SER00001 SERVICE SANITATION, INC.

DATE: 10/16/18  
 TIME: 15:41:02  
 ID: AP441000.WOW

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 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/22/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
SER00001 SERVICE SANITATION, INC.								
7597176	10/16/18	01	PORTA POTTIES	0324606830			10/22/18	2,154.00
								INVOICE TOTAL: 2,154.00
								VENDOR TOTAL: 2,154.00
SOC00002 SOCCER SHOTS								
1024	10/16/18	01	PEE WEE 2 KIDS/7 WEEKS	0126606991			10/22/18	112.00
		02	SOCCER SHOTS AGE 3-5/7 WEEKS	0126606991				840.00
		03	SOCCER SHOTS AGE 6-8/7 WEEKS	0126606991				280.00
								INVOICE TOTAL: 1,232.00
								VENDOR TOTAL: 1,232.00
SUB00002 SUBURBAN TRUCK PARTS								
62791	10/16/18	01	6 TON JACK STANDS	0124606708			10/22/18	82.31
								INVOICE TOTAL: 82.31
62813	10/16/18	01	UNIT#30 NUT & SCREW	0124606700			10/22/18	12.00
								INVOICE TOTAL: 12.00
								VENDOR TOTAL: 94.31
TIR0001 TIRE SERVICES COMPANY								
244101	10/16/18	01	UNIT#30 WHEEL BALANCING	0124606700			10/22/18	21.00
								INVOICE TOTAL: 21.00
244213	10/16/18	01	VEH#256-2 NEW WHEELS	0122606700			10/22/18	306.48
								INVOICE TOTAL: 306.48
244296	10/16/18	01	VEH#260-FLAT REPAIR	0122606700			10/22/18	21.50
								INVOICE TOTAL: 21.50
244303	10/16/18	01	VEH#259-1 FLAT REPAIR	0122606700			10/22/18	21.50
								INVOICE TOTAL: 21.50

DATE: 10/16/18  
TIME: 15:41:02  
ID: AP441000.WOW

-- Village of Palos Park --  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/22/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
TIR0001			TIRE SERVICES COMPANY					
244335	10/16/18	01	VEH#260-4 NEW TIRES	0122606700			10/22/18	686.07
INVOICE TOTAL:								686.07
VENDOR TOTAL:								1,056.55
TOTAL ALL INVOICES:								75,871.55

DATE: 10/16/18  
 TIME: 15:46:10  
 ID: AP443000.WOW

-- Village of Palos Park --  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/22/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
20	ADMINISTRATION DEPARTMENT		
ARR00001	MARIE ARRIGONI	55.00	25.00
CAL00001	CALL ONE	13,555.17	420.11
CAS0001	CASH	10,628.82	41.41
CHI00008	CHICAGO TRIBUNE	376.46	254.77
COO00012	COOK COUNTY RECORDER OF DEEDS	608.00	386.00
CUR00003	CURALINC, LLC	206.40	25.00
GAB00001	CATHY GABEL	533.94	25.00
PAL00010	PALOS PARK POSTMASTER		100.00
	ADMINISTRATION DEPARTMENT		1,277.29
21	PUBLIC AFFAIRS DEPARTMENT		
HOL00001	HOLLAND & KNIGHT LLP	23,096.07	4,908.71
HOU00001	HOUSEAL LAVIGNE ASSOCIATES	13,331.03	11,723.75
PAL00030	PALOS PARK SENIOR CLUB	331.00	210.25
	PUBLIC AFFAIRS DEPARTMENT		16,842.71
22	POLICE DEPARTMENT		
CAL00001	CALL ONE	13,555.17	327.93
CUR00003	CURALINC, LLC	206.40	25.00
FUL0001	FULLER'S CAR WASH	1,508.50	336.50
G&H00001	G & H IMPORT AUTO PARTS INC.	9,395.57	333.58
GAL0002	GALLS, LLC	1,164.84	325.96
IMA0002	IMAGE PACT	368.00	194.00
LAW00005	LAW OFFICES OF JOHN Z. TOSCAS	2,125.00	425.00
RIZ00001	JOE RIZZA	3,032.89	23.62
TIR0001	TIRE SERVICES COMPANY	5,637.13	1,035.55
	POLICE DEPARTMENT		3,027.14
24	PUBLIC WORKS DEPARTMENT		
1ST00001	1ST AYD CORPORATION	1,592.79	225.40
CAL00001	CALL ONE	13,555.17	157.02
CIN00001	CINTAS CORPORATION #23K	2,804.01	161.82
COM00009	COM ED	7,427.57	1,446.65
COO0001	G COOPER OIL COMPANY INC	6,687.17	1,279.77
CUR00003	CURALINC, LLC	206.40	25.00

DATE: 10/16/18  
 TIME: 15:46:10  
 ID: AP443000.WOW

-- Village of Palos Park --  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/22/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
G&H00001	G & H IMPORT AUTO PARTS INC.	9,395.57	757.09
HOM00001	HOME DEPOT CREDIT SERVICES	1,269.04	496.02
ING00002	INGALLS OCCUPATIONAL HEALTH	850.00	201.00
REL0001	RELIABLE FIRE EQUIPMENT CO	1,428.70	33.00
RIZ00002	RIZZA	2,198.49	31.21
RUS00015	RUSSO POWER EQUIPMENT	2,701.42	432.00
SUB00002	SUBURBAN TRUCK PARTS	208.91	94.31
TIR0001	TIRE SERVICES COMPANY	5,637.13	21.00
	PUBLIC WORKS DEPARTMENT		5,361.29
25	BUILDING DEPARTMENT		
CAL00001	CALL ONE	13,555.17	104.72
CUR00003	CURALINC, LLC	206.40	25.00
	BUILDING DEPARTMENT		129.72
26	RECREATION DEPARTMENT		
CAL00001	CALL ONE	13,555.17	52.27
CUR00003	CURALINC, LLC	206.40	25.00
FUR0001	DONNA FURMANEK	933.29	175.00
HOT00001	HOT SHOTS SPORTS, LLC		431.20
IMA00003	IMAGEPLUS	598.55	173.85
PAL0002	PALOS SPORTS INC		403.75
PAL00031	PALOS HILLS COMMUNITY		1,529.61
SOC00002	SOCCER SHOTS	1,392.00	1,232.00
	RECREATION DEPARTMENT		4,022.68
27	PUBLIC GROUNDS		
1ST00001	1ST AYD CORPORATION	1,592.79	184.32
COV00001	COVERALL	8,595.00	1,539.00
MEN00005	MENARDS	2,026.98	127.76
NIC0001	NICOR GAS	4,220.38	185.50
OZI00001	OZINGA MATERIALS, INC.		1,040.00
ROS0001	ROSCOE	4,241.04	665.24
	PUBLIC GROUNDS		3,741.82

DATE: 10/16/18  
TIME: 15:46:10  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/22/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
29	FINANCE DEPARTMENT		
CAL00001	CALL ONE	13,555.17	52.27
CUR00003	CURALINC, LLC	206.40	25.00
GOV00003	GOVERNMENT FINANCE OFFICERS	160.00	370.00
LAU00003	LAUTERBACH & AMEN,LLP		17,200.00
	FINANCE DEPARTMENT		17,647.27
SPECIAL EVENT FUND			
24	SPECIAL EVENT FUND		
CAS0001	CASH	10,628.82	159.64
COO0001	G COOPER OIL COMPANY INC	6,687.17	586.30
HOM00001	HOME DEPOT CREDIT SERVICES	1,269.04	489.44
SER00001	SERVICE SANITATION, INC.	993.50	2,154.00
	SPECIAL EVENT FUND		3,389.38
1/2% SALES TAX FUND			
24	1/2% SALES TAX FUND		
BEA00001	BEARY LANDSCAPE MANGEMENT INC	5,127.50	200.00
	1/2% SALES TAX FUND		200.00
28			
GEK00001	G.E. KLOOS MATERIAL CO.	11,150.84	1,721.88
GRO0011	GROEN TRANSFER/AN ALLIED WASTE	2,047.04	2,453.49
HOM00001	HOME DEPOT CREDIT SERVICES	1,269.04	66.95
SCH0001	SCHROEDER MATERIAL	2,648.70	147.50
			4,389.82
MFT FUND			
24	MFT FUND		
GAL00002	GALLAGHER MATERIALS, INC.	1,397.06	249.24
	MFT FUND		249.24

INVOICES DUE ON/BEFORE 10/22/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
24	SEWER FUND		
CAL00001	CALL ONE	13,555.17	1,051.25
COO0001	G COOPER OIL COMPANY INC	6,687.17	277.28
EBE0001	PALOS ACE HARDWARE	1,758.28	7.54
MEN0001	MENARDS CRESTWOOD	109.85	3.98
NIC0001	NICOR GAS	4,220.38	194.16
	SEWER FUND		1,534.21
WATER FUND			
24	WATER FUND		
AIR00001	AIRY'S INC.	91,245.57	3,789.51
BEA00001	BEARY LANDSCAPE MANGEMENT INC	5,127.50	65.00
CAL00001	CALL ONE	13,555.17	662.35
CIN00001	CINTAS CORPORATION #23K	2,804.01	135.64
CON00011	CONCENTRIC INTEGRATION, LLC	1,100.00	5,417.00
COO0001	G COOPER OIL COMPANY INC	6,687.17	575.90
EBE0001	PALOS ACE HARDWARE	1,758.28	19.40
ENV0001	ETP LABS INC	291.00	54.00
GRO0011	GROEN TRANSFER/AN ALLIED WASTE	2,047.04	1,966.08
HAW00003	HAWKINS, INC.	1,328.83	266.26
MEN0001	MENARDS CRESTWOOD	109.85	90.87
NIC0001	NICOR GAS	4,220.38	216.97
	WATER FUND		13,258.98
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
BEA00001	BEARY LANDSCAPE MANGEMENT INC	5,127.50	503.75
COV00001	COVERALL	8,595.00	180.00
NIC0001	NICOR GAS	4,220.38	16.25
	COMMUTER LOT FUND		700.00
13-A SEWER ASSESSMENT FUND			
70	ASSESSMENTS		
PAL00010	PALOS PARK POSTMASTER		25.00
	ASSESSMENTS		25.00

DATE: 10/16/18  
TIME: 15:46:10  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/22/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
96-1A	WATER ASSESSMENT FUND		
70	ASSESSMENTS		
PAL00010	PALOS PARK POSTMASTER		25.00
	ASSESSMENTS		25.00
96-1B	ASSESSMENT FUND		
70	ASSESSMENT		
PAL00010	PALOS PARK POSTMASTER		50.00
	ASSESSMENT		50.00
TOTAL ALL DEPARTMENTS			75,871.55



## 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: August 13, 2018

7:30 PM

Kaptur Administrative Center

### **AGENDA MATTER:**

An Ordinance approving the Zoning Board of Appeals Case: ZBA 2018-4 – Consideration of requested variations from the requirements of Chapter 1268.02 (e) Front Yards, Chapter 1268.02 (f) Side Yards, and Chapter 1268.02 (g) Rear Yards of the Village Code to permit alterations to an existing non-conforming single family residence including the construction of a second story addition to the main building and an increase in the height of the existing. Where the required front yard setback is 100 feet, the applicant is requesting a front yard setback of 96.02 feet. Where the required side yard setback is 16.125 feet, the applicant is requesting a 14.583 foot setback from the side lot line. Where the required rear setback is 50 feet, the applicant is requesting a 38.67 foot setback at the property commonly known as 34 N. Woodland Street in Palos Park, IL.

### **BACKGROUND/HISTORY:**

The subject property, commonly known as 34 N. Woodland Trail, is zoned R-1-A Single Family Residential and is developed with an existing single-family home. The applicant proposes to construct a 1,600 square foot second floor addition to the existing 2,015 square foot single story dwelling, and raise the height of the existing attached garage.

The property is nonconforming with respect to lot size due to the lot containing only 22,615 square feet where one acre is required, and 107.5 feet of lot width when 150 feet is required. Additionally, variances must be granted to construct the building as proposed as the existing front setback is 96.02 feet where the required setback is 100 feet, the existing side setback is 14.583 where 16.125 feet is required, and the existing rear setback is 38.67 feet where 50 feet is required.

It should be noted that the applicant does not propose any alterations to the existing front, side or rear setbacks. The variances are necessary because the applicant is altering the height of the existing nonconforming building lines. The applicant is proposing to alter the proposed corner side yard setback by adding a deck to the corner side of the building, but the proposed alteration will be set back 50.083 feet from the corner side lot line and is in conformance with the required 50 foot corner side yard setback. Further, the proposed addition is in conformance with the maximum lot coverage and maximum floor area provisions of the code.

**STAFF RECOMMENDATION:**

The staff has reviewed the application and recommends *approval* of the requested variances.

**ZONING BOARD RECOMMENDATION:**

The Zoning Board of Appeals met on Wednesday, October 10, 2018 to consider the variance requests. Several neighbors attended the meeting. One resident spoke with a question regarding the application. Finding that the existing setbacks created an undue burden under the strict application of the code, voted (4-0) to recommend *approval* of the requested 3.98 foot front setback variance, the 1.542 foot side setback variation, and the 11.33 foot rear setback variation as required by Chapter 1268.02 (e), (f), and (g) of the Village of Palos Park Code.

**RECOMMENDED MOTIONS:**

I move to approve the Ordinance for the requested 3.98, 1.542, and 11.33 foot setback variances as required by Chapter 1268.02 (e) and (f) of the Village of Palos Park Code.

Attachments:

Ordinance 2018-31

Memorandum transmitting the Findings and Recommendation of the Zoning Board of Appeals

Draft Minutes of the October 10, 2018 Zoning Board of Appeals meeting

Staff Memorandum to the Village of Palos Park Zoning Board of Appeals

**ORDINANCE NO. 2018 - 31**

**AN ORDINANCE APPROVING  
CERTAIN FRONT YARD, SIDE YARD AND REAR YARD SETBACK VARIATIONS  
(34 North Woodland Trail)**

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

**SECTION 1:**

**A.** That on October 10, 2018, the Zoning Board of Appeals of the Village of Palos Park heard a request for the variations set forth below.

**B.** That on October 10, 2018, the Zoning Board of Appeals of the Village of Palos Park recommended the variations hereinafter set forth to the Village Council.

**C.** The Village Council approves and adopts the findings and recommendations of the Zoning Board of Appeals and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

**SECTION 2:** That the following variations are limited to the property legally described as follows:

LOT 6 IN JOHN R. O'CONNOR'S RESUBDIVISION OF LOTS 48 TO 63 BOTH INCLUSIVE IN THE FIRST ADDITION TO JOHN R. O'CONNOR'S PALOS PARK SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1392935, IN COOK COUNTY, ILLINOIS;

P.I.N.: 23-26-206-026;

Common Address: 34 North Woodland Trail, Palos Park, Illinois.

**SECTION 3:** That a 1.542 foot variation (9.563%) from the 16.125 foot minimum side yard setback requirement of Section 1268.02(f) of the Palos Park Village Code is granted to the owner(s) of the above-described property, for the West side yard only,

relative to the construction of an addition to the existing single-family residence on the above-described property. [Decreasing the required side yard setback, for the West side yard only, to 14.583 feet.]

**SECTION 4:** That a 3.98 foot variation (3.98%) from the 100.00 foot minimum front yard setback requirement of Section 1268.02(e) of the Palos Park Village Code is granted to the owner(s) of the above-described property, relative to the construction of an addition to the existing single-family residence on the above-described property. [Decreasing the required front yard setback to 96.02 feet.]

**SECTION 5:** That an 11.33 foot variation (22.66%) from the 50.00 foot minimum rear yard setback requirement of Section 1268.02(g) of the Palos Park Village Code is granted to the owner(s) of the above-described property, relative to the construction of an addition to the existing single-family residence on the above-described property. [Decreasing the required rear yard setback to 38.67 feet.]

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 22nd day of October, 2018 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 22nd day of October, 2018.

\_\_\_\_\_  
John F. Mahoney, Mayor

**ATTEST:**

\_\_\_\_\_  
Marie Arrigoni, Village Clerk



**TO:** G. Darryl Reed, Building Commissioner  
**MEETING DATE:** October 10, 2018 at 7:30 pm  
**FROM:** David Lencioni, Chair  
**SUBJECT:** Transmittal of Zoning Board of Appeals Findings and Recommendation

### **PROJECT TITLE**

**ZBA 2018 - 04:** An application has been filed requesting variations from the requirements of Chapter 1268.02 (e) Front Yards, Chapter 1268.02 (f) Side Yards, and Chapter 1268.02 (g) Rear Yards of the Village Code to permit alterations to an existing non-conforming single family residence including the construction of a second story addition to the main building and an increase in the height of the existing. Where the required front yard setback is 100 feet, the applicant is requesting a front yard setback of 96 feet. Where the required side yard setback is 16.125 feet, the applicant is requesting a 14.583 foot setback from the side lot line. Where the required rear setback is 50 feet, the applicant is requesting a 38.67 foot setback at the property commonly known as 34 N. Woodland Street in Palos Park, IL.

### **PUBLIC HEARING**

The Zoning Board of Appeals held a public hearing regarding application #ZBA 2018-04 on October 10, 2018. Three residents attended the hearing. One resident asked questions about the proposed addition.

### **RECOMMENDATION**

Finding that the existing building setbacks created an undue burden on the subject property, a motion was made to recommend that the Village Council approve the proposed variations, the vote was four (4) yes (Martin, Marsh, Adams, Lencioni), and zero (0) no.



VILLAGE OF  
**PALOS PARK**

**ZONING BOARD OF APPEALS**  
*WEDNESDAY, OCTOBER 10, 2018 AT 7:30PM*  
**DRAFT MEETING MINUTES**

**I. ROLL CALL:** The meeting of the Zoning Board of Appeals of the Village of Palos Park, Cook County, Illinois was called to order at 7:30PM.

**Chairman:** David Lencioni

**Members:** Phyllis Adams      John Marsh      Jack Martin

**Absent:** Nancy Konior

**Staff:** Lauren Pruss, Community Development Director  
Theresa Lizzio, Building Department Coordinator

**Audience:** Rafal Banik      Dina Finucane      Kevin Finucane  
Christine Banik      Michael Baker

**II. APPROVAL OF PRIOR ZBA MEETING MINUTES:**

Chair Lencioni called for a motion to approve the minutes of the last Zoning Board of Appeals meeting. Motion was made by Member Adams, second by Member Marsh to approve the minutes of the July 11, 2018 meeting.

Upon roll call vote, the motion carried as follows:

AYES: -3 Adams, Marsh, Martin,

NAYS: -0

ABSENT: -1 Konior

ABSTAIN: -1 Lencioni

**III. PUBLIC HEARING:**

**ZBA 2018 - 04:** An application has been filed requesting variations from the requirements of Chapter 1268.02 (e) Front Yards, Chapter 1268.02 (f) Side Yards, and Chapter 1268.02 (g) Rear Yards of the Village Code to permit alterations to an existing non-conforming single family residence including the construction of a second story addition to the main building and an increase in the height of the existing. Where the required front yard setback is 100 feet, the applicant is requesting a front yard setback of 96 feet. Where the required side yard setback is 16.125 feet, the applicant is requesting a 14.583 foot setback from the side lot line. Where the required rear setback is 50 feet, the applicant is requesting a 38.67 foot setback at the property commonly known as 34 N. Woodland Trail in Palos Park, IL.

Chair Lencioni introduced the public hearing and asked the applicant to address the Members with his variance requests. Mr. Banik explained that the house is non-conforming and he would like to build a 2<sup>nd</sup> story addition. The hardship in doing so is the existing footprint of the home.

Mike Baker, 26 N. Woodland Trail, who lives directly north of the property, inquired about the addition and if there were any plans to plant trees along the property line, as a type of screening from the home addition. Mr. Baker stated that he has no objection but just wanted some information.

Mr. Banik responded that there are no plans for planting trees along the property line at this time but he will eventually re-do the existing retaining wall as it has become worn.

Chair Lencioni pointed out that Mr. Baker will be looking at the neighbor's house and not see a roof anymore, but the side of the house after the addition is built.

Member Martin asked if the addition is staying within the current footprint of the home and Lauren Pruss confirmed and explained that the applicant cannot extend the existing non-conforming setbacks further along or to a greater height. Chair Lencioni agreed and reiterated that as soon as Mr. Banik applies for a building permit, the addition has to conform to the current setback requirements.

Lauren Pruss reminded the Members of the similar variance request of a 2<sup>nd</sup> story addition back in July. She said that the zoning standards changed over time and the current setbacks are based on a one acre lot, which is the new standard. Lauren further explained that the zoning only grandfathers what is existing, not the new addition. Extending the building lines vertical, adding bulk to the existing setbacks are being requested tonight.

Member Martin clarified the front yard setback line and that Woodland Trail is being used as the front of the home. Lauren Pruss agreed.

Chair Lencioni stated that the building permit triggered the need for the variance request and has no problem with the variance.

Member Martin made a motion to approve the application requesting variations from the requirements of Chapter 1268.02 (e) Front Yards, Chapter 1268.02 (f) Side Yards, and Chapter 1268.02 (g) Rear Yards of the Village Code to permit alterations to an existing non-conforming single family residence including the construction of a second story addition to the main building and an increase in the height of the existing. Where the required front yard setback is 100 feet, the applicant is requesting a front yard setback of 96 feet. Where the required side yard setback is 16.125 feet, the applicant is requesting a 14.583 foot setback from the side lot line. Where the required rear setback is 50 feet, the applicant is requesting a 38.67 foot setback at the property commonly known as 34 N. Woodland Trail in Palos Park, IL.

Upon roll call vote, the motion to approve carried as follows:

AYES: -4 Martin, Marsh, Adams, Lencioni

NAYS: -0

ABSENT: -1 Konior

Chair Lencioni reminded the petitioner that the ZBA is a recommending body and the Village Council will vote on it at the next meeting on October 22, 2018.

**IV. NEW BUSINESS:**

**V. AUDIENCE COMMENTS:** None

**VI. ADJOURNMENT:**

There being no further business, Member Adams made a motion, second by Member Martin, to adjourn the meeting at 7:45PM. Upon voice vote, the motion carried unanimously.

The foregoing minutes were approved by the Zoning Board of Appeals on

\_\_\_\_\_, 2018.

\_\_\_\_\_  
Building Department Coordinator



**TO:** Village of Palos Park Zoning Board of Appeals  
**HEARING DATE:** October 10, 2018 at 7:30pm  
**FROM:** Building Department  
**SUBJECT:** Staff Report

**PROJECT TITLE**

**ZBA 2018-4** – An application has been filed requesting variations from the requirements of Chapter 1268.02 (e) Front Yards, Chapter 1268.02 (f) Side Yards, and Chapter 1268.02 (g) Rear Yards of the Village Code to permit alterations to an existing non-conforming single family residence including the construction of a second story addition to the main building and an increase in the height of the existing. Where the required front yard setback is 100 feet, the applicant is requesting a front yard setback of 96 feet. Where the required side yard setback is 16.125 feet, the applicant is requesting a 14.583 foot setback from the side lot line. Where the required rear setback is 50 feet, the applicant is requesting a 38.67 foot setback at the property commonly known as 34 N. Woodland Trail in Palos Park, IL.

**APPLICANT INFORMATION**

**PROPERTY OWNER(s):** Rafal Banik  
8845 Tulley Ave.  
Oak Lawn, Illinois 60453

**REPRESENTATION:** None

**EXHIBITS:**

1. Aerial Photo
2. Application for Zoning Variance, Variance Hardship Criteria
3. Plat of Survey
4. Proposed Site Plan and Elevations, dated September 4, 2018

**PUBLIC HEARING NOTICE:** The notice for this hearing was published in *The Regional News* on September 20, 2018 in accordance with the Village Zoning Ordinance. A sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing as noted in the Affidavit of Notice.

**NEIGHBORHOOD COMMENT:** At the time of this report, no public correspondence has been received regarding the requested variances.

**PROPERTY INFORMATION**

**EXISTING ZONING:** R-1-A One Family Dwelling District  
**EXISTING LAND USE:** Single Family Residential  
**PROPERTY SIZE:** 22,619 square feet  
**PINs:** 23-26-206-026-0000

**SURROUNDING ZONING AND LAND USES:**

North:	R-1-A One Family Dwelling District, Single Family Residence
South:	R-1-A One Family Dwelling District, Single Family Residence
East:	R-1-A One Family Dwelling District, Single Family Residence
West:	R-1-A One Family Dwelling District, Single Family Residence

**COMPREHENSIVE PLAN'S recommended use:** Low Density Single Family Residential

**ANALYSIS**

---

**DESCRIPTION**

The subject property, commonly known as 34 N. Woodland Trail, is zoned R-1-A Single Family Residential and is developed with an existing single-family home. The applicant proposes to construct a 1,600 square foot second floor addition to the existing 2,015 square foot single story dwelling, and raise the height of the existing attached garage.

The property is nonconforming with respect to lot size due to the lot containing only 22,615 square feet where one acre is required, and 107.5 feet of lot width when 150 feet is required. Additionally, variances must be granted to construct the building as proposed as the existing front setback is 96.02 feet where the required setback is 100 feet, the existing side setback is 14.583 where 16.125 feet is required, and the existing rear setback is 38.67 feet where 50 feet is required.

It should be noted that the applicant does not propose any alterations to the existing front, side or rear setbacks. The variances are necessary because the applicant is altering the height of the existing nonconforming building lines. The applicant is proposing to alter the proposed corner side yard setback by adding a deck to the corner side of the building, but the proposed alteration will be set back 50.083 feet from the corner side lot line and is in conformance with the required 50 foot corner side yard setback. Further, the proposed addition is in conformance with the maximum lot coverage and maximum floor area provisions of the code.

In accordance with Section 1264.04 Variances, there is a limitation on the amount of a variation a petitioner can request. Chapter 1264.04 (e) states: "To permit a front, side or rear yard less than that required by this Zoning Code, but such variance shall not exceed thirty-three percent of the depth of the front yard, the depth of the rear yard or the width of a side yard."

The proposed 96.02 foot front setback, or 3.98 foot variation, is 3.98% of the requirement and within the maximum limit of 33%. The proposed 14.583 side setback, or 1.542 foot variation, is 9.56% of the requirement and within the maximum limit of 33%. Finally, the proposed 38.67 foot rear setback, or 11.33 foot variation, is 22.66% of the requirement and within the maximum limit of 33%.

**ANALYSIS OF STANDARDS – VARIATIONS**

Section 1264.07 of the Village Code states that the Zoning Board of Appeals shall utilize the following standards for reviewing and developing Findings of Fact recommendations regarding Variation requests:

1. **Site Conditions:** There are one or more unusual physical conditions of the site, such as size, shape, or slope, that were not created by a person having an interest in the property, that are unavoidable or uncorrectable, or that are worthy of preservation, such as a creek, wetland, or specimen trees, and that make it a substantial burden to use the property or develop the property, or otherwise result in a substantial loss of value or cause the site to be unable to yield a reasonable return, without a variance.

**Finding.** The lot is located in John R. O'Connor's Subdivision that was platted in 1952. Additionally, the existing front, side, and rear setbacks are not in conformance with today's requirements. These conditions have existed prior to the establishment of today's standards and are unavoidable by the current owner of the property. As a result, any proposed modification to the building that increases its height would require a variance to be granted.

2. **Development Design:** The variation would not merely serve the temporary social or personal convenience of an occupant, and an alternative development plan that would conform to Code would not be suitable for the uses permitted by Code and would not be typical of similar properties in the area.

**Finding.** Due to the existing setbacks of the building, any proposed modification to the building that increases its height would require a variance to be granted.

3. **Community Impact:** The variation would retain the essential character, scale, intensity, and open space of the area, and would be in harmony with the purposes of the Zoning Code as stated in Section 1260.02 of this Code, and would not be substantially injurious to other property, or be detrimental to public interests or adopted Village plans.

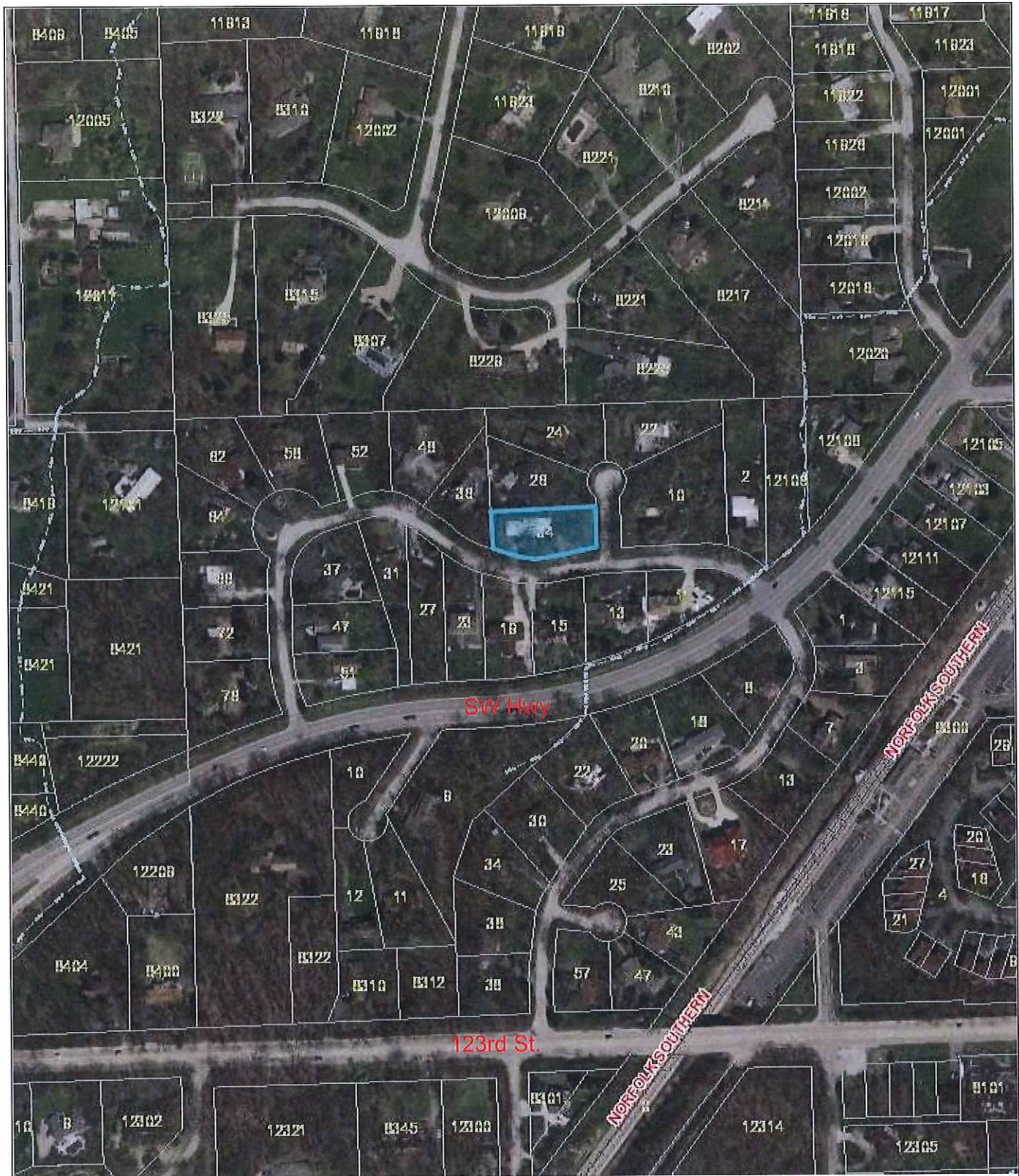
**Finding.** No evidence has been found that the proposed addition would alter the essential character, scale, intensity, and open space of the area; or that it would be injurious to other property, or be detrimental to the public interest. The proposed addition has been designed to be in keeping with the original mid-century modern architectural style. Additionally, North Woodland Trail is developed with a variety of architectural styles and building heights.

#### **STAFF RECOMMENDATION**

The staff has reviewed the application and recommends *approval* of the requested variances to construct an addition on the property commonly known as 34 N. Woodland Trail.

#### **RECOMMENDATION**

I move to recommend that the Village Council approve the requested variances to the setbacks required by Chapter 1268.02 (e), (f), and (g) of the Village of Palos Park Code to allow the construction of an addition on the property commonly known as 34 N. Woodland Trail.



**Village of Palos Park GIS**

34 N. Woodland Trail

DISCLAIMER: The Village of Palos Park does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 376'



**VILLAGE OF PALOS PARK**

8999 West 123rd Street  
 Palos Park, IL 60464  
 (708) 671-3700

Print Date: 10/3/2018

Building Department  
8999 West 123<sup>rd</sup> Street  
Palos Park, IL 60464  
Phone: 708-671-3700  
Fax: 708-448-9542  
Web: www.palospark.org



VILLAGE OF  
PALOS PARK

Applic. Date: \_\_\_\_\_  
File #: \_\_\_\_\_  
Fee: \_\_\_\_\_

### Application for Zoning Board of Appeals

1. Applicant RAFAL BANIK Daytime Phone 630.201.1378  
Mailing Address 8845 TULLEY AVE., OAK LAWN, IL 60453  
Email Address rbanik@2010architects.com
2. Owner(s) of Record RAFAL & LISA BANIK Daytime Phone 630.201.1378  
Mailing Address 8845 TULLEY AVE., OAK LAWN, IL 60453
3. Applicant is:  Owner  Attorney  Other Agent (please specify) \_\_\_\_\_  
(Note: A letter of authorization from the owner(s) of record must be attached)
4. Address/Location of Subject Property 34 N. WOODLAND TRAIL
5. Permanent Index Number(s) of Subject Property 23-26-206-026-0000
6. Present Zoning Classification R-1-A Proposed Zoning Classification (if applicable) No CHANGE
7. Zoning Designations and Uses of properties to the North R-1-A South R-1-A  
East R-1-A West R-1-A
8. Current Use ONE FAMILY DWELLING Proposed Use (if applicable) ONE FAMILY DWELLING
9. Lot Square Footage 22,618 S.F. Building Square Footage 3,675 S.F.
10. Explanation of Relief requested SIDE AND REAR SETBACK VARIATION FOR A  
SECOND STORY ADDITION TO AN EXISTING SINGLE FAMILY HOME.
11. Ordinance Section seeking Relief from: 126B.02 (f)(g) - SIDE AND REAR YARD SETBACK

**APPLICATION MUST BE FILED WITH ORIGINAL SIGNATURES**

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Palos Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Rafal Banik  
Applicant Signature

9/5/18  
Date

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.

# VARIANCE HARDSHIP CRITERIA

The following criteria (Village Code Section 1264.07) are used by the Village to help determine if property conditions are hardships that are sufficient to grant a zoning variance.

## A. Site Conditions

1. What are the unusual physical conditions of the site; such as size, shape, slope, or other natural or manmade features; that make it a substantial burden to use the property or develop the property?

CURRENT SIDE AND REAR SETBACKS ARE MORE SUITED FOR 1 ACRE LOTS AND ABOVE BUT SEEM UNREASONABLE FOR LOTS OF .5 ACRE AND BELOW ADDITIONALLY OFFSET OF SECOND STORY WOULD REQUIRE ADDITIONAL ROOFING TO COVER OFFSET, WHICH LEADS TO POSSIBLE AREAS OF WATER ENTRY.

- a. Were these conditions created by current owners of the property? NO  
b. Are these conditions unavoidable or uncorrectable? YES  
c. Are these conditions worthy of preservation? NO  
d. Is the loss of value or reasonable return due to these conditions substantial? YES

## B. Development Design

1. Would the variation serve only the temporary social or personal convenience of the occupant?

YES

2. Is there another way to design the development that would be suitable for the permitted uses and that does not require a variance?

YES, BUT IT WOULD REQUIRE ADDITIONAL ROOFING TO COVER OFFSET, WHICH PROVIDES MORE AREAS OF POSSIBLE WATER ENTRY.

- A. Is this other design similar to other development in the neighborhood? NO

## C. Community Impact

1. Would the proposed development with the variance alter the essential character, scale, intensity, and open space patterns in the area?

NO

- a. Would the proposed development with the variance still be in harmony with the purposes of zoning as described in Section 1260.02 of the Zoning Code? YES

2. Would the proposed development with the variance be substantially injurious to other property?

NO

- a. Would it be detrimental to public interests? NO  
b. Would it be detrimental to Village Plans? NO



**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: October 22, 2018	7:30 PM	Kaptur Administrative Center
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**AGENDA MATTER:**  
2019 MFT Pavement Program

**BACKGROUND/HISTORY:**

At the 8-13-18 Village Council meeting PW asked for and received approval to award the 2019 MFT Project to Lindahl Bros., Inc. out of Bensenville, Illinois in an amount not to exceed \$ 600,000.00. The project is now 41 % complete and PW is recommending approval of Pay Estimate No. 1 in the amount of \$251,817.57. This amount covers all work done to date but withholds 10 % as retention.

Total Work to Date	\$279,797.30
Retention	\$ 27,979.73
Total Amount to be Paid	\$251,817.57

**STAFF RECOMMENDATION:**

Staff recommends approval of Pay Estimate No. 1.

**RECOMMENDED MOTION:**

I move to approve Pay Estimate No. 1 for the 2019 MFT Pavement Improvement Project to Lindahl Bros. Inc., in the amount of \$ 251,817.57.

PROJECT: VILLAGE OF PALOS PARK; MFT 19-00000-01-GM PAVING PROJECT

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity / %	Amount	Quantity / %	Amount
1	1	HMA Surface Removal (Variable Depth)	S.Y.	29,950,000	2,1000	22,463,000	47,172.30	22,463,000	47,172.30
2	2	Bituminous Materials (Prime Coat)	GAL	6,000,000	.0100				
3	3	Poly Leveling Binder (Machine Method) N50	TON	1,825,000	81,0000				
4	4	HMA Surface Course Mix D N50	TON	3,650,000	73,0000	1,125,000	82,125.00	1,125,000	82,125.00
5	5	Frame and Lid to be Adjusted Special	EACH	28,000	510,0000				
6	6	Remove and Replace HMA Drive	S.Y.	830,000	20,0000				
7	7	Remove and Replace PCC Drive	S.Y.	35,000	120,0000				
8	8	Aggregate Wedge Shoulder Type B	TON	550,000	27,5000	.500	8,750.00	.500	8,750.00
9	9	Traffic Control	L.S.	1,000	17,500,0000				
10	11	HMA LEVEL BINDER N50	TON	1,890,000	75,0000	1,890,000	141,750.00	1,890,000	141,750.00

**Estimate**  
 Total: 279,797.30  
 Retainage: 27,979.73  
 Amount Paid: .00  
 Current Amount Due: **\$251,817.57**

**To Date**  
 279,797.30  
 27,979.73  
 .00  
**\$251,817.57**

**Building Department**  
 8999 West 123<sup>rd</sup> 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: October 17, 2018  
 Subject: **Building Department Report for Council Meeting October 22, 2018**

**BETTER BUSINESS BUREAU**

When looking to hire a trust-worthy business, you can always contact the Better Business Bureau. The BBB helps people find and recommend businesses they can trust. People can be overwhelmed with choices and often unsure about where to find verified, unbiased information. There are thousands of websites that offer a range of information, including reviews, reports, directories, listings, and gripe sites. BBB is the one place you can find it all. Contact the BBB at (312) 832-0500 or www.bbb.org

**PERMITS**

The Building Department processed Twenty-One (21) permits from Oct. 3 - 16, 2018 resulting in **\$10,307.18** of permit fees. Forty-two (42) inspections were completed during this time.

8108 W. 127th Street	Permit extension	\$ 1,054.37
12621 S. Regina Lane	Interior Remodel	\$ 1,830.00
8020 W. 127th Street	Foundation repairs	\$ 728.60
38 Brook Lane	Directional boring	\$ 240.00
12604 Kinvarra	Tear off, Re-Roof & gutters	\$ 240.00
24 Romiga Lane	Replace deck	\$ 120.00
33 McCord Trace	Replace deck	\$ 120.00
11700 Black Forest	Tear off & Re-Roof	\$ 180.00
11413 W. McCarthy Road	Detached garage	\$ 1,394.11
12016 S. 93rd Avenue	Structural repairs	\$ 135.00
8917 W. 121st Street	Tear off & Re-Roof	\$ 180.00
2 Fox Lane	Interior Remodel	\$ 585.00
9100 W. 121st Street	Foundation only	\$ 180.00
2 Black Walnut	In-ground pool	\$ 2,235.10
9825 W. 125th Street	Paver walk & patio	\$ 300.00
8611 W. 123rd Street	Window replacement	\$ 110.00
11724 Walnut Ridge	Door Replacement	\$ 110.00
13002 S. LaGrange Road	Temporary sign	\$ 25.00
11625 S. Holmes	Fence	\$ 180.00
11912 S. 92nd Avenue	Tear off & Re-Roof	\$ 180.00
8120 W. 127th Street	Tear off & Re-Roof	\$ 180.00
	<b>TOTAL</b>	<b>\$ 10,307.18</b>
	<b>YEAR TO DATE TOTAL</b>	<b>\$ 107,797.47</b>

## **Palos Park Citizens on Patrol Service (COPS) & Residents Help Fund the Palos Park Police Cadet Scholarship Fund**

**On Monday October 22, 2018 Palos Park Citizen on Patrol Service members (COPS), will be on hand to present a check to the Palos Park Police Cadets Scholarship Fund recipients.**

**The COPS group members work to raise money for the scholarship program year round, as well as number of Palos Park residents who serve as community partners in funding the program.**

**Our community largest community partners in Palos Park are Mary O'Connor of Palos Park, The Community Center, and Tom and Vita Donovan of Palos Park. We thank everyone for their continued support of the Palos Park Police Cadets.**

**The money raised for the Palos Park Police Cadet Scholarship Fund allows active members in the cadet program access to financial assistance for their college courses while pursuing a degree in Public Safety.**

**Police Commissioner Dan Polk noted that in order to be an effective police agency, we cannot operate alone, we must have the active support and assistance of our citizens and community members.**

**The Palos Park Police Department truly recognizes that no single factor has been more crucial to reducing crime than the partnership between law enforcement agencies and the communities they serve.**

## **Halloween safety tips from the Palos Park Police Department**

**Palos Park Police are giving free reflective trick-or-treat bags to local children.**

**On Halloween, local kids will take to the streets dressed in their costumes for an evening of trick or treating. The Palos Park Police Department would like to provide some safety tips for parents of youngsters who will participate in the festivities.**

**Commissioner Polk also stated the Palos Park Police are giving free reflective trick-or-treat bags to local children. Parents can stop by the Police Department to pick up the bags.**

- Make sure you accompany your children while trick or treating, or designate a trusted adult that will accompany them.**
- If your children are older and will be trick or treating without adult supervision, instruct them to take friends with them.**
- Make certain you know the route they will be taking and make sure that they know not to deviate from that route.**
- Let your children know that they are to check in with you by phone or by stopping back at home.**
- Always make certain that your children know to walk on sidewalks or paths. If there are no sidewalks, it is safest to walk facing traffic as far to the left as possible.**
- Be sure your children know how to cross a street properly. They should always look both ways and should only cross at corners using crosswalks.**
- Help your child pick out a costume that will be safe. If they are wearing a mask of any kind, make certain that their eye holes are large enough that their visibility is not limited.**
- Have children carry glow sticks or flashlights. This will help them see better as well as help drivers see them.**
- Serve your children a filling meal before trick or treating so they won't be as tempted to eat any candy before bringing it home.**
- Consider organizing or attending parties at home as an alternative to trick or treating.**



## 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:**      October 22, 2018

**7:30pm**

**Kaptur Administrative Center**

### **AGENDA MATTER:**

Approve the proposal from Call One for moving the current voice delivery technology to Call One's vPRI.

### **BACKGROUND/HISTORY:**

Call One is an AT&T Phone Service Resaler; pricing through Call One has been a cheaper alternative than through AT&T. The Village's current PRI (23 channel voice circuit) is in a segment of the phone service market that is receiving less of the carrier community's investment while the vPRI (voice delivery over IP circuits) is the next generation product.

The new service will provide the same voice quality, and with the added benefit of superior redundancy. Call One's FlexPath wireless back-up will provide automatic failover service in case service on the transport circuit is interrupted. FlexPath will also automatically send service back to the circuit once it has been restored. This allows for virtually seamless call flow in a circuit outage.

This change will require NO upgrading of the current phone system and will hand off just as the current system does now.

There will be a slight increase in price on the Call One vPRI, approximately \$40.00 per month. Call One is working with village staff to reduce phone service prices in other areas, specifically standard POTs (plain old telephone service) lines that the village may no longer need that should result in savings.

### **STAFF RECOMMENDATION:**

Staff recommends waving bids as the contract is over \$25,000 and approve the proposal from Call One for moving the current voice delivery technology to Call One's vPRI for the cost of \$2,261.32 a month for 36 months.

### **RECOMMENDED MOTION:**

I move to waive bids and approve the proposal from Call One for the cost of \$2,261.32 a month for 36 months.



Village of Palos Park  
8999 W 123rd Street  
Palos Park, IL 60464

**SAVINGS ANALYSIS**

	Current Rates			Call One Tariff Rates			Analog - Term in Months: 12		
	Rate	Qty	Charge	Rate	Qty	Charge	Rate	Qty	Charge
<b>Monthly Service Charges - Analog Services</b>									
Business Lines	\$23.00	33.0	\$759.00	\$167.47	33.0	\$5,526.51	\$23.00	33.0	\$759.00
EUCL	\$5.95	33.0	\$196.35	\$9.70	33.0	\$320.10	\$5.95	33.0	\$196.35
Presubscription Per Line Charge	\$1.50	33.0	\$49.50	\$1.50	33.0	\$49.50	\$1.50	33.0	\$49.50
Low Baud Circuit	\$516.42	1.0	\$516.42	\$0.00	1.0	\$0.00	\$516.42	1.0	\$516.42
Low Baud Circuit	\$246.47	1.0	\$246.47	\$0.00	1.0	\$0.00	\$246.47	1.0	\$246.47
Caller ID	\$4.00	1.0	\$4.00	\$38.04	1.0	\$38.04	\$5.00	1.0	\$5.00
Caller ID Name Display	\$4.00	4.0	\$16.00	\$2.64	4.0	\$10.56	\$2.00	4.0	\$8.00
Caller ID with Name Display	\$8.00	0.0	\$0.00	\$40.68	0.0	\$0.00	\$7.00	0.0	\$0.00
Non- Published Listings	\$2.98	5.0	\$14.90	\$4.25	5.0	\$21.25	\$2.98	5.0	\$14.88
<b>Total Local Service Charges - Analog</b>			<b>\$1,802.64</b>			<b>\$5,965.96</b>			<b>\$1,795.62</b>
<b>Local Usage - Analog</b>									
Band A (0-8 miles)	\$0.015	2,467.0	\$36.94	\$0.250	2,467.0	\$616.75	\$0.015	2,467.0	\$37.01
Band B (8-15 miles)	\$0.027	50.0	\$1.34	\$0.250	50.0	\$12.50	\$0.032	50.0	\$1.60
Band C/Local Toll (over 15 Miles)	\$0.030	227.0	\$6.80	\$2.190	227.0	\$497.13	\$0.018	227.0	\$4.09
<b>Long Distance - Analog</b>									
Intrastate	\$0.036	5.6	\$0.20	\$2.190	5.6	\$12.26	\$0.029	5.6	\$0.16
Interstate	\$0.042	1.2	\$0.05	\$0.100	1.2	\$0.12	\$0.029	1.2	\$0.03
<b>Total Long Distance Charges</b>			<b>\$0.25</b>			<b>\$12.38</b>			<b>\$0.20</b>
<b>ESTIMATED MONTHLY CHARGES - ANALOG</b>			<b>1,847.97</b>			<b>\$7,104.72</b>			<b>1,838.50</b>

	Current Rates			Call One Tariff Rates			CALL ONE CIRCUIT		
	Rate	Qty	Charge	Rate	Qty	Charge	Contracted Circuits Term in Months: 36		Charge
<b>Monthly Service Charges - Contracted Circuits</b>									
*PRI	\$300.00	1.0	\$300.00	\$4,298.00	1.0	\$4,298.00	\$0.00	0.0	\$0.00
vPRI	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$340.00	1.0	\$340.00
DID's	\$0.20	107.0	\$21.40	\$0.20	107.0	\$21.40	\$0.20	107.0	\$21.40
ISDN PRI EUCL	\$31.40	1.0	\$31.40	\$48.50	1.0	\$48.50	\$31.40	0.0	\$0.00
Transport + Voice EUCL	\$0.00	0.0	\$0.00	\$20.00	0.0	\$0.00	\$0.87	17.0	\$14.79
Presubscription Per Circuit Charge	\$7.50	1.0	\$7.50	\$7.50	1.0	\$7.50	\$0.00	0.0	\$0.00
Presubscription Per Session Charge	\$0.00	0.0	\$0.00	\$1.50	0.0	\$0.00	\$0.33	17.0	\$5.61
ISDN PRI Caller ID with Name Display	\$0.00	0.0	\$0.00	\$85.00	0.0	\$0.00	\$2.00	1.0	Included
FlexPath	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	\$35.00	1.0	\$35.00
Additional Listings - Alt Vendor PRI	\$9.00	0.0	\$0.00	\$9.00	0.0	\$0.00	\$6.30	0.0	\$0.00
<b>Total Local Service Charges - Contracted Circuits</b>			<b>\$360.30</b>			<b>\$4,375.40</b>			<b>\$416.80</b>
<b>Local Usage - Contracted Circuits</b>									
Band A (0-8 miles)	#DIV/0!	0.0	\$0.00	\$0.250	0.0	\$0.00	\$0.015	0.0	Included
Band B (8-15 miles)	#DIV/0!	0.0	\$0.00	\$0.250	0.0	\$0.00	\$0.032	0.0	Included
Band C/Local Toll (over 15 Miles)	#DIV/0!	0.0	\$0.00	\$2.190	0.0	\$0.00	\$0.018	0.0	Included
Intralata	#DIV/0!	0.0	\$0.00	\$2.190	0.0	\$0.00	\$0.029	0.0	\$0.00
<b>Local Toll</b>	#DIV/0!	0.0	\$0.00	\$2.190	0.0	\$0.00	\$0.029	0.0	\$0.00
<b>Total Local Usage Charges</b>			<b>\$0.00</b>			<b>\$0.00</b>			<b>\$0.00</b>
<b>Long Distance</b>									
Intrastate	\$0.030	69.2	\$2.10	\$2.190	69.2	\$151.55	\$0.029	69.2	\$2.01
Interstate	\$0.031	138.4	\$4.28	\$0.100	138.4	\$13.84	\$0.029	138.4	\$4.01
<b>Total Long Distance charges</b>			<b>\$6.38</b>			<b>\$307.29</b>			<b>\$6.02</b>
<b>ESTIMATED MONTHLY CHARGES - CONTRACTED CIRCUITS</b>			<b>\$366.68</b>			<b>\$4,682.69</b>			<b>\$422.82</b>

<b>ESTIMATED TOTAL MONTHLY CHARGES</b>	<b>\$2,214.65</b>	<b>\$11,787.41</b>	<b>\$2,261.32</b>
<b>ESTIMATED TOTAL MONTHLY SAVINGS</b>		<b>-\$9,572.76</b>	<b>-\$46.67</b>
<b>ESTIMATED TOTAL % OF SAVINGS</b>		<b>-432%</b>	<b>-2%</b>
<b>ESTIMATED TOTAL ANNUAL SAVINGS</b>			<b>-\$560.08</b>

<b>Estimated Install Charges</b>		<b>\$25.00</b>
<b>Estimated Service Order Charges</b>		<b>0**</b>
<b>Estimated Total Conversion Charges</b>		<b>\$25.00</b>

**ESTIMATED 1ST YEAR SAVINGS** **-\$585.08**

\*\*\*vPRI with Basic Feature Bundle includes 20,000 Local Outbound Minutes per month, Caller ID, Calling Number Blocking, Call Forward (Unconditional, Busy, Delayed, Selective and Unavailable), Main Number 911 and 1 Directory Listing



## VoIP Customer Service Agreement

This Customer Service Agreement ("Agreement") between Call One Inc., with a principal place of business at 225 West Wacker Drive, Floor 8, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date Call One accepts this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the General Terms and Conditions (and, in the case Hardware Services are ordered, the Additional Hardware Terms and Conditions) set forth on the following pages of this Agreement and the Service Order(s), as defined in this Agreement.

Customer acknowledges that in some circumstances, including those listed in Section 11 of the General Terms and Conditions, E911 service may not be available through the VoIP Service or may be limited in comparison to traditional E911 service.

Customer Initials: \_\_\_\_\_.

Customer Village of Palos Park  
Address 8999 W 123RD ST  
City Palos Park ST IL ZIP 60464

### Please check box to determine term and discount

- 1 Year
- 2 Year
- 3 Year

**Additional Charges:** Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive carrier access fees. 3MG EoHFC vPRI is inclusive of 20,000 Local Minutes, Caller ID Number, Calling Number Blocking, Call Forward (Unconditional, On Busy, Delayed, Selective and Unavailable), Main Number 911 and one (1) Directory Listing. Caller ID Name at \$2.00/DID. Local overage usage billed at the rates listed above. DID Porting/Installation Fee \$1.00/DID number. DID MRC at \$0.20/DID Number. IAD - Call One Rental.

### Service/Additional Terms:

Install one (1) new 3MG vPRI with Basic Feature Package. Inclusive of 17 voice Sessions with Basic Feature Bundle. Includes 20,000 Local Outbound Minutes per month, Caller ID, Calling Number Blocking, Call Forward (Unconditional, Busy, Delayed, Selective and Unavailable), Main Number 911 and 1 Directory Listing.

\_\_\_\_\_  
*Authorized customer signature*                      *Date*                      *CallOne authorized signature*  
\_\_\_\_\_  
*Print name*                      *Title*                      *Print name*                      *Date*

Call One Inc.  
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Service vPRI  
Transport Call One (Voice Only)  
Term 36 Months  
Circuit ID New  
Physical Address 8999 W 123rd Street, Palos Park, IL 60464

Monthly Charge \$330.00  
Non-recurring Charge \$5,000.00 (Waived)  
Equipment Charge \$45.00/Month Managed Network Service Fee  
NPA-NXX 708-761

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

## Terms and Conditions

- 1. Services.** Subject to the provisions of this Agreement and the Service Order(s) between Call One and Customer, Call One shall provide the services described on page 1 of this Agreement and in the Service Order(s) (the "VoIP Services"). If this Service Order indicates that Customer has ordered vPRI, vPOTS or equipment, Call One will also provide the additional services listed on the Call One-Provided Hardware Terms and Conditions attached to these General Terms and Conditions.
- 2. Customer Responsibilities.** Customer shall use the VoIP Services in accordance with all applicable laws and shall strictly comply with Call One's policies regarding acceptable use posted on Call One's website. Customer may use the Services only in its usual course of business, and shall not engage in any of the following activities: (i) autodialing, (ii) continuous or extensive call forwarding, (iii) continuous connectivity, (iv) fax broadcasting, (v) fax blasting, (vi) telemarketing, (vii) automatic dialing, (viii) call centers or (ix) internet cafes. Customer may not resell the VoIP Services. Customer is solely responsible for safeguarding Customer's telephone system, including Customer's PBX and other equipment, from fraudulent use. Customer is responsible for all calls made using Customer's telephone system, whether or not authorized, even if Customer has requested that international calls be blocked. Customer shall indemnify and hold Call One harmless (including attorneys' fees and expenses) from all third party claims, related to Customer's use of the VoIP Services, or others' use of Customer's telephone system. Customer is solely responsible for determining whether Customer's PBX and other equipment and infrastructure is IP capable and able to work properly with the VoIP Services. If Customer's PBX or other equipment or infrastructure is not compatible with the Services, Customer shall have no claim against Call One, and shall have no right to terminate this Agreement.
- 3. Fees and Payments.** Customer will pay the amount shown on page 1 of this Agreement and on the Service Order for VoIP Services. If Customer requires fiber optic cable installation, there may be an additional one-time charge payable to a third party. Call One will send invoices for VoIP Services prior to each month of the Term. All payments are due within thirty (30) days of the invoice date ("Due Date"). If Customer has not paid the undisputed portion of an invoice by the Due Date and Call One has provided Customer with at least fifteen (15) days' notice of such overdue amounts (a "Payment Default") Call One may suspend or terminate the Services. If Call One terminates the VoIP Services for failure to pay, Customer will, in addition to amounts owed Call One, be responsible for all applicable Disconnection Fees. For all payments not made within thirty days of the invoice date, Call One may charge Customer interest on overdue amounts at the lesser of (i) 1.5% per month on the outstanding balance due; or (ii) the maximum interest charges permitted under applicable law. Call One may charge a \$25.00 processing fee on all returned checks, or such greater or additional amounts as may be permitted by applicable law. Customer will pay any expenses (including attorneys' fees and court costs) that Call One incurs to collect overdue charges. A billing statement will be conclusively deemed correct and payable in full unless Customer disputes it in writing within 60 days of the date of the invoice.
- 4. Taxes.** The VoIP Services are generally subject to a combination of federal, state and local taxes or surcharges. Taxes/surcharges may include, but are not limited to, a combination of universal service fund/other regulatory cost recovery fees and surcharges, sales and use taxes, gross receipts, excise and utility users taxes, municipal occupation and license taxes, business and occupations taxes, 911 fees or taxes, franchise fees and/or surcharges (collectively, "Taxes"). Taxes will be applied to all Customer transactions unless Customer has provided Call One with a properly completed and timely received exemption certificate for each state and tax type which Customer claims non-taxable status. Once Customer has provided the proper exemption certificate, Call One will cease charging Taxes on Customers next monthly invoice. Customer will not be entitled to a refund or credit for any previously invoiced Taxes. Customer shall indemnify and hold Call One harmless (including attorneys' fees and expenses) from all third party claims related to Call One's reliance on Customer's exemption certificate(s). Call One may charge late fees on all unpaid taxes.
- 5. Term and Termination.** The term of this Agreement will run from the Effective Date until the end of the Term described for each applicable service. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Customer shall be required to provide Call One a minimum of thirty (30) days written notice in writing of any termination/cancellation of Service(s). If either party believes that the other has materially breached this Agreement (except if such breach involves the payment of money or a violation of Call One's policy regarding acceptable use), the non-breaching party shall give thirty (30) days written notice to the breaching party, specifically stating the breach alleged, and shall give the breaching party an opportunity to cure during that period prior to termination. (a) If Customer terminates this Agreement prior to the termination date shown on the first page of this Agreement, and such termination is not the result of an uncured material breach by Call One, or if Call One terminates this Agreement based on a Payment Default or other breach of this Agreement, Customer shall immediately pay a termination fee equal to (1) one hundred percent of the remaining payments due under this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service and as applicable in installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within thirty (30) days of the effective date of termination/expiration.

Customer initials \_\_\_\_\_

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- 6. Service Level Agreement.** Call One will use commercially reasonable efforts to avoid unanticipated service interruptions and to minimize any VoIP Service disruptions caused by Call One. Notwithstanding the preceding sentence, Call One and its suppliers may, from time to time and without liability, interrupt VoIP Services for maintenance and other operational reasons, and Customer shall not receive any compensation for such interruptions. If Customer notifies Call One that Customer has experienced one or more VoIP Service interruptions due to a failure of Call One Equipment or Call One's facilities that make voice calling unusable for more than 150 cumulative minutes during a twenty-four (24) hour period, then, if verified by Call One and at Customer's written request, Call One will apply a credit on Customer's bill equal to 1/30th of Customer's monthly Service charge for the VoIP Service (the "Service Credit"). Customer is limited to one Service Credit per twenty-four (24) hour period. Customer must claim any applicable Service Credits by the 15th day of the month following the month in which the reported incident was resolved. These Service Credits will not be available for (a) interruptions of VoIP Service during Call One's scheduled maintenance windows, (b) problems with, or maintenance on, equipment or broadband access provided by anyone other than Call One (including changes to or reconfiguration of Call One Equipment), or (c) Force Majeure events. Customer will not be entitled to Service Credits for any other Service (including Call One Broadband Services) if Customer claims Service Credits under this Section 6. Customer's only remedies for VoIP Service performance issues or failure of the VoIP Services to perform are the service interruption credit(s) described above. The service level agreement for any broadband access services or circuits provided as part of this Agreement shall be the service level agreement posted on Call One's website.
- 7. Service Orders.** Customer shall submit one or more Service Orders, in the form attached to this Agreement as Schedule C, describing the Services requested. Call One may accept or reject the Service Order in its sole discretion. Possible reasons for rejection include lack of network availability, Customer's payment history, or a change in Customer's business which Call One believes will reduce Customer's ability to pay for the Services requested.
- 8. Service Provisioning.** Provisioning VoIP Service will require Customer's cooperation. Call One will use commercially reasonable efforts to activate VoIP Service by the agreed-upon date. However, Call One cannot guarantee VoIP Service activation by a particular date because Call One relies on other entities, such as suppliers and Customer, to perform certain tasks and provide certain information before Call One can activate VoIP Service. Customer is responsible for canceling any communications services that the VoIP Service will replace and for any and all charges related to those services. Only Call One technicians, a Call One authorized vendor, or an authorized dealer or fulfillment partner may complete delivery of the VoIP Services. Call One does not authorize the Customer, or a Customer-designated vendor to install and/or complete delivery of VoIP Services
- 9. Broadband Access Service.** If this Service Order includes the provision of broadband access services or circuits, Customer will be responsible to Call One for all charges from the broadband access service or circuit supplier (which may be Call One), including any set-up charges incurred prior to activation and termination charges incurred after this Agreement is ended. In the event this Agreement includes the provision of broadband access services or circuits, Customer hereby authorizes Call One to begin the process of activating service, including providing the broadband access circuit or other circuit to Customer's location(s). Customer confirms that Customer will be responsible for broadband access service and circuit charges even if: (a) Customer delays activation of Customer's Services; (b) Customer cancels this Agreement; (c) Customer is unable to lease or obtain appropriate equipment; or (d) if Customer takes any other action (for example, a request for expedited installation) that would cause Call One to incur broadband access service or circuit charges. These charges may include early termination fees described in Section 5.
- 10. Wireless Back-Up LTE.** Client agrees this device will not be used for primary internet connectivity. Call One reserves the right to bill usage at rate of \$25 per Gigabyte of use, if usage exceeds fair and acceptable usage patterns. Wireless internet services is a best effort service. Speeds are not guaranteed.
- 11. 911.** CUSTOMER ACKNOWLEDGES THAT 911 AND E911 VoIP SERVICES WILL NOT BE AVAILABLE TO IT UNDER THE FOLLOWING CIRCUMSTANCES: (A) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED AND CUSTOMER FAILS TO GIVE CALL ONE NOTICE OF THE NEW LOCATION; (B) THERE IS AN OUTAGE, DEGRADATION OR OTHER DISRUPTION OF POWER AT THE CUSTOMER'S LOCATION; OR (C) THERE IS OUTAGE, DEGRADATION OR OTHER DISRUPTION OF THE CUSTOMER'S BROADBAND INTERNET CONNECTION, WHETHER SUCH CONNECTION IS PROVIDED BY CALL ONE OR ANOTHER PROVIDER. UNDER ANY OF THE CIRCUMSTANCE ENUMERATED IN ITEMS (A) THROUGH (C), ABOVE, CUSTOMER AGREES THAT CALL ONE WILL NOT BE LIABLE FOR ANY INABILITY TO DIAL 911 USING CALL ONE VOICE SERVICES, AND CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CALL ONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH CALL ONE'S VOICE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF CALL ONE'S VOICE SERVICES RELATING TO THE NON-AVAILABILITY OF 911 DIALING. CALL ONE'S SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES FOR ANY REASON.
- 12. Disclaimers.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. CALL ONE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CALL ONE DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

**13. Limitation on Liability.** UNDER NO CIRCUMSTANCES SHALL CALL ONE OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE EVEN IF CALL ONE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CALL ONE'S OR IT'S SUPPLIERS' OR SUBCONTRACTORS' CUMULATIVE LIABILITY EXCEED THE FEES PAID BY CUSTOMER THROUGH THE MONTH IN WHICH THE CLAIM AROSE. IN ADDITION, CALL ONE AND ITS SUPPLIERS AND SUBCONTRACTORS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT CUSTOMER SUFFERS AS A RESULT OF: (I) ANY INTERRUPTION OR FAILURE OF THE SERVICES OR EQUIPMENT FURNISHED BY CALL ONE; (II) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA OR MATERIALS OBTAINED VIA THE SERVICES OR FROM THE INTERNET; (III) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR USING THE SERVICES OR ANY LOSS OF DATA DUE TO DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS; (IV) ANYTHING BEYOND THE REASONABLE CONTROL OF CALL ONE, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT OR NETWORK; (V) ANY UNAUTHORIZED USE OR MODIFICATION OF SERVICES OR CALL ONE EQUIPMENT OR COMBINATION OF SERVICES OR CALL ONE EQUIPMENT WITH OTHER SERVICES, PRODUCTS OR EQUIPMENT; (VI) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (VII) THE ATTEMPT BY UNAUTHORIZED USERS (E.G., HACKERS) TO OBTAIN ACCESS TO CUSTOMER'S DATA, WEB-SITE, COMPUTERS, OR NETWORKS.

**14. Fax Limitations.** The VoIP Services are configured upon customer request to allow fax transmittal using G.711 pass-through and T.38. Fax over IP is largely dependent on a number of external conditions and Call One will exercise commercially reasonable efforts to support the customer experience and troubleshooting.

**15. Monitoring.** Call One and its suppliers have no obligation to monitor the Services, but may do so and disclose information regarding use of the Services if Call One or its suppliers, in their sole discretion, believes that it is commercially reasonable to do so, including to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself and its other users and customers Call One may immediately remove Customer's material or information from Call One's servers, in whole or in part, if Call One, in its sole and absolute discretion, determines that such content infringes another party's property rights, is illegal or if Call One determines that such content violates Call One's policies concerning acceptable use.

**16. General.** The timeliness of performance by Call One is subject to delays caused by acts of God, accident, inability to obtain fuel or power, laws, regulations or orders, acts or inaction of Customer, labor trouble, or any other cause beyond the reasonable control of Call One. If any part of this Agreement is held to be invalid or unenforceable, the remainder shall not be affected. This Agreement may only be modified in a writing signed by both parties. Customer may not assign this Agreement (by operation of law or otherwise). Any prohibited assignment shall be void. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written. This Agreement is governed by Illinois law. Any action arising out of this Agreement may be commenced only in the state or Federal courts located in Cook County, Illinois, and the parties consent to the jurisdiction of such courts and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys' fees.

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## Call One-Provided Hardware Terms and Conditions

1. In addition to the Services, Call One will also install the equipment which Call One, in its sole discretion, determines is necessary for Customer to use the VoIP services ("Call One Equipment") and provide remote support and on-site support emergency support for the Call One Equipment ("Maintenance Services").
2. **Customer Responsibilities.** Customer will allow employees and authorized representatives of Call One free access to the premises and facilities where the Equipment is to be maintained at all hours, and will provide electricity and a safe working environment. If during the term any person other than an employee or authorized representative of Call One performs any maintenance or service work on the Equipment, then the obligations of Call One hereunder shall immediately terminate.
3. **Maintenance Services.** Each request for Maintenance Services will be issued a trouble ticket and assigned a trouble ticket number for tracking. Customer requests for support bypassing the escalation process will be billed as a Time and Materials Project. Services performed outside of the hours of 8:30am - 5:00pm. Monday through Friday, excluding public holidays, shall be subject to additional fees. If Customer requests onsite service and no problem is found or reproduced, Customer shall be billed at the current applicable Time and Materials rates including all travel time and expenses. Customer must provide access to all Call One Equipment at all times reasonably requested by Call One, and provide electricity, a safe working environment, and such other assistance as is reasonably required by Call One.
4. **Limitations on Maintenance Services.** Maintenance Services do not include (i) additions, changes, relocations and removals of equipment; (ii) operating supplies and accessories; (iii) replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Call One Equipment; or (iv) work required as the result of (a) specification or engineering changes; (b) negligent or intentional acts of Customer or any third party; (c) accident, casualty, neglect, misuse or any cause other than normal use in the manner described in the Call One Equipment specifications; (d) any act or event occurring external to the Call One Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Call One Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures; (e) Customer's failure to provide the environment required by the Equipment specifications; (f) Customer's failure to fully perform its responsibilities under this Agreement; or (g) the use by Customer or any other third party of the Call One Equipment in combination with any other apparatus, device of other system not supplied, or approved as to such combined use by Call One.
5. **Call One Equipment.** Call One shall remain the owner of all Call One Equipment, and Customer shall (i) not grant any security interest in or otherwise encumber Call One Equipment, (ii) return all Call One Equipment promptly at the termination of this Agreement, or, at Call One's option, allow Call One to enter Customers' premises to recover the Call One Equipment, (iii) not configure or modify or move any Call One Equipment, (iv) obtain insurance against loss of or damage to the Call One Equipment, for the full value of the Call One Equipment and, at Call One's request, name Call One as an additional insured on Customer's policies covering the Call One Equipment, and (v) not remove any tags indicating that Call One is the owner of the Call One Equipment. Call One grants to Customer a personal, limited, non-transferable, non-exclusive, license (without the right to sublicense or create derivative works) to use the software and documentation necessary to operate the Call One Equipment during the term of this Agreement solely for Customer's own internal use of the VoIP Services in accordance with this Agreement. Customer may not decompile, reverse engineer or otherwise use any software code from any software provided by Call One or its suppliers. Some software necessary to fully utilize the full functionality of the VoIP Services may require Customer to accept additional terms and conditions required by the third-party providers of such software. Call One is not responsible for the configuration of, or internal equipment for, Customer's computers or other telephony equipment that may be necessary to make such equipment compatible with the VoIP Services. At Call One's discretion, any Call One Equipment may be new, recertified or refurbished. If Customer abuses, misuses or reconfigures any Call One Equipment, Call One will charge Customer for the Field Service Technician visit (if applicable) at Call One's current Time and Materials rates and the cost of any replacement equipment. Customer may not use equipment other than Call One Equipment that is not certified for use with the VoIP Service by Call One. Either Call One or other third-parties own and will continue to own the software used to provide VoIP Service.

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