



## 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 10/9/2020

**Monday, October 12, 2020**

**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 September 28, 2020

**5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS**

**6) HEARINGS**

**7) CONSENT AGENDA**

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

- A. To approve the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services (Palos Park restaurant inspections) for the time period of December 1, 2020 through November 30, 2021 at a cost of \$100 per inspection
- B. To adopt an Ordinance declaring certain personal property owned by the Village as surplus and authorizing the sale of same. The ordinance states the Village has a 2008 Ford Crown Vic which is undrivable and stripped of any usable parts. The best interest of the Village would be served by the sale of the same to the junk yard
- C. To adopt an Ordinance amending Part Four, Title Two, Chapter 428, Sections 428.04, 428.05, 428.06 of the Palos Park Village Code in regard to Seizure & Impoundment of Motor Vehicles. The Ordinance states to amend the impound fee from the 2012 amount of \$150 to \$300
- D. To approve payment of invoices on the Warrant List dated October 12, 2020 in the amount of \$91,988.97

E. To approve the Supplemental Warrant List dated October 12, 2020 for manual checks, payroll, and recurring wire transfers in the amount of \$128,150.16

**8) OLD BUSINESS**

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

**10) INFORMATION & UPDATES**

A. Public Works and Streets, Recreation Report

1. To approve an Ordinance of the Village of Palos Park, Cook County, Illinois, amending certain provisions of the long term Water Sale, Purchase and Service Agreement by and among the Village of Oak Lawn, Cook County, Illinois, and other Municipalities and authorizing the execution and delivery of said Amendment
  
2. To waive the bidding process and purchase a used 2017 Chevy Tahoe Police Model from the City of Palos Heights for a price of \$20,000

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 approve executing an agreement for Land Consulting Services for the McCarthy Road Watermain Extension Project with Matthewson Right of Way Company at a cost not to exceed \$29,000

**11) ANNOUNCEMENTS**

**12) CITIZENS AND VISITORS COMMENT PERIOD**

**13) ADJOURNMENT OF REGULAR MEETING**

## **MINUTES OF THE BOARD OF COMMISSIONERS' MEETING**

**HELD ON SEPTEMBER 28, 2020**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, September 28, 2020. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners Milovich-Walters, Polk, Reed and Mayor Mahoney.

Also in attendance were Marie Arrigoni, Village Clerk; Rick Boehm, Village Manager; Tom Bayer, Village Attorney; Howard Jablecki, Assistant Village Attorney; Joe Miller, Police Chief; Michael Sibrava, Public Works Director; Allen Altic, Finance Director; Kathie May, Community Development Coordinator; and Lisa Boyle, Deputy Clerk.

Mayor Mahoney asked the Council if there were any objections if item 10) G. be moved after the executive session. There were no objections.

**APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON SEPTEMBER 14, 2020:** Commissioner Milovich-Walters moved, seconded by Commissioner Polk, to approve the minutes of the Regular Council Meeting held on September 14, 2020 as presented.

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

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

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:** None

**HEARINGS:** None

### **CONSENT AGENDA**

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

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

- A. accept a DEED RESTRICTION/COVENANT: The owner of 28 Meadow Road has been issued a building permit to construct a new single-family residence on the property. As part of this building permit the owner is required to construct and maintain an on-site detention pond. To ensure that the existing and future property owners would be aware of the need to maintain the stormwater management facility, the Village is requiring the recordation of a deed restriction/covenant. The deed restriction also makes it clear that the owner of the property is responsible for the operation and maintenance of the pond and prohibits any alterations to the detention pond without Village approval.
- B. ratify approval of the Community Association Institute – Illinois Chapter's Raffle License for a Raffle that was held on Thursday, September 24, 2020
- C. approve payment of invoices on the Warrant List dated September 28, 2020 in the amount of \$111,208.61

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

AYES: -4- Commissioners Milovich-Walters, Polk, Reed 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:**

**PROPOSAL FROM CONCENTRIC INTEGRATIONS:** Commissioner Milovich-Walters proposed to waive bidding and approve the proposal from Concentric in the amount of \$67,500.00 to provide labor and equipment necessary to replace the Professional Logic Controllers (PLC's) and communication equipment at the water pumping station, water booster station and the water tower.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to approve the proposal from Concentric Integration for the amount of \$67,500.00

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

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

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF PALOS PARK AND DISTRICT 118:**

Palos School District 118 wishes to extend their license agreement with the Village of Palos Park for the use of the Palos Park Recreation Center for education programs and before and after school care for the month of October 2020. The program is operated by the District's contractor Kids Fit Foundation (Ivy League Kids). The agreement covers the period of October 7, 2020 through October 30, 2020 on weekdays Monday – Friday 6:00 AM to 6:00 PM (17 days). The District will pay the Village \$4,532.00 as the fee for use of a portion of the recreation center for district 118 students.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to approve the License Agreement between The Village of Palos Park and School District 118 for use of the Recreation Center during the month of October 2020.

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

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

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

Commissioner Milovich-Walters reminded residents that the next Chipper Service is October 5, 2020 and that the Recreation Center has job openings for Building Attendants.

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

**AUTUMN HOME MAINTENANCE:** Commissioner Reed reminded homeowners to prepare for the oncoming cold weather by changing furnace filters, replacing batteries in smoke detectors, inspecting gutters, scheduling a chimney sweep, testing back-up generator and raking leaves and disconnect garden hoses.

**BUILDING DEPARTMENT REPORT:** Commissioner Reed reported the Building Department processed nineteen (19) permits from September 9, 2020 – September 23, 2020 resulting in \$4,275.00 in permit fees for a year to date total of 342,690.59. Seventeen (17) inspections were completed during this time period.

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

**POLICE ACTIVITY REPORT:** Commissioner Polk reported the Police Department received 1619 calls for service from September 14, 2020 through September 27, 2020. Palos Park Police also issued 27 adjudication tickets, 16 traffic tickets, 33 written warnings, 31 verbal warnings, completed 16 case reports, arrested 6 adults, 0 juvenile, 2 impounds, 19 senior checks, 39 citizen assists and numerous community contacts.

Commissioner Polk reported that deer mating season is at its peak in October through mid-November. Reduced speed and diligence will help avoid hitting a deer. Commissioner Polk also reminded residents of Palos Park Police project S.T.O.P.I.T. (Scams Target Older People & through awareness we can Intercept Thieves). Scammers can look like legit home improvement and utility workers. Call 911 if you suspect a scammer is on your property.

**COMMISSIONER OF ACCOUNTS AND FINANCES, JAMES PAVLATOS:** Commission Pavlatos had no formal report as he was absent this evening.

**MAYOR'S REPORT:** Mayor Mahoney had no formal report this evening.

**CLERK'S REPORT:** Clerk Arrigoni reported that the last day to register to vote online is October 18<sup>th</sup>. You can also register to vote on election day at your polling place. Early voting starts on October 19, 2020. The two nearest locations are Palos Heights Recreation Center and Orland Township.

**MANAGER'S REPORT:** Manager Boehm's report was moved to after executive session.

**CITIZENS AND VISITORS COMMENT PERIOD:** None

**EXECUTIVE SESSION:** In open session at 7:50 p.m. Commissioner Milovich-Walters moved, seconded by Commissioner Polk, to recess to executive session to discuss 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 Milovich-Walters, Polk, Reed, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**RETURN TO REGULAR SESSION:** At 8:27 p.m., Commissioner Milovich-Walters moved, seconded by Commissioner Polk, to adjourn the executive session and return to open session.

**ROLL CALL:** At 8:28 p.m. roll call was taken. Answering to roll call were Commissioners Milovich-Walters, Polk, Reed and Mayor Mahoney.

**MANAGER'S REPORT:** Manager Boehm presented an agreement for Land Consulting Services for the McCarthy Road Watermain Extension Project with Matthewson Right Of Way Company at a cost not to exceed \$29,000.00 Commissioner Reed questioned why this contract was brought to the Council at this particular time and what is the reason for the urgency. Mayor Mahoney responded that Gleneagles has filed a disconnection suit against the Village of Palos Park. They have sited our inability to get utilities to their property as a reason why they seek to disconnect.

We are trying to alleviate these reasons so that Gleneagles will stay in Palos Park. Commissioner Reed stated he was not prepared to vote on this tonight.

Commissioner Reed moved, seconded by Commissioner Polk to continue this matter to the next Council meeting.

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

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

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

**ADJOURNMENT OF REGULAR COUNCIL MEETING:** There being no further business, Commissioner Polk moved, seconded by Commissioner Milovich-Walters, to adjourn the meeting at 8:40 p.m.

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

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

NAYS: -0-

ABSENT: -1- Commissioner Pavlatos

Respectfully submitted,

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Lisa M. Boyle  
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 12, 2020**

**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 as scheduled by the Village and the Cook County Department of Health.

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 store \$200.00 per year as part of their business license to cover said inspections. Agreement shall be effective December 1, 2020 through November 30, 2021.

**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, 2020 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, 2020 and shall continue through November 30, 2021 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, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; 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 12, 2019**

**7:30 PM**

**Kaptur Administrative Center**

**AGENDA MATTER:**

The Palos Park Police Department has a 2008 Ford Crown Vic that is no longer usable to or in the best interest of the Village to retain ownership of and is asking Council to authorize the sale of said property.

**BACKGROUND/HISTORY:**

The car is unsalvageable and stripped of any usable parts.

**STAFF RECOMMENDATION:**

The 2008 Crown Vic owned by the Village would be best served by its sale to the junk yard.

**RECOMMENDED MOTION:**

To approve the sale of the 2008 Ford Crown Vic as noted on the consent agenda.

**ORDINANCE NO. 2020-20**

**AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE VILLAGE AS SURPLUS AND AUTHORIZING THE SALE OF SAME**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Palos Park, it is no longer necessary or useful to or for the best interest of the Village of Palos Park to retain ownership of the personal property herein after described; and

WHEREAS, it has been determined by the Village Council of the Village of Palos Park to sell said personal property;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALOS PARK, Cook County, Illinois, as follows:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Village Council of the Village of Palos Park hereby finds that the following described personal property:

**2008 Ford Crown Vic  
VIN# 2FAFP71V48x166002/Mileage 103,313**

owned by the Village of Palos Park is no longer necessary or useful to the Village of Palos Park, and the best interest of the Village of Palos Park will be served by its sale in the following manner: Junk Yard.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Palos Park, in the manner set forth in Section 1 above.

SECTION THREE: The Village Manager is hereby authorized and directed to convey and transfer ownership of said property to the successful buyer(s) in an appropriate legal manner.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 12<sup>th</sup> day of October, 2020, pursuant to a roll call vote as follows:

AYES:  
NAYS:  
ABSENT:

APPROVED by me this 12<sup>th</sup> day of October, 2020.

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

ATTEST:

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

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 2FAFP71V48X166002  
2FAFP71V48X166002

YEAR 2008 MAKE FORD

MODEL CROWN VIC POLICE

BODY STYLE 4 DOOR

TITLE NO X3247693246

DATE ISSUED 09/04/13

ODOMETER 82682  
82682

CCM

MOBILE HOME SQ. FT.

PURCHASED 06/19/13  
USED

TYPE TITLE ORIGINAL

MAILING ADDRESS

VILLAGE OF PALOS PARK  
8999 W 123RD ST  
PALOS PARK IL 60464-1756

LEGEND(S)

ACTUAL MILEAGE



OWNER(S) NAME AND ADDRESS  
VILLAGE OF PALOS PARK  
8999 W 123RD ST  
PALOS PARK IL 60464-1756

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

By \_\_\_\_\_ Date \_\_\_\_\_  
Firm Name Signature of Authorized Agent  
By \_\_\_\_\_ Date \_\_\_\_\_  
Firm Name Signature of Authorized Agent

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State

Secured Party: \_\_\_\_\_ Address: \_\_\_\_\_

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
  - 2. The odometer reading is not the actual mileage.
- WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

ODOMETER READING NO TENTHS  
Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD



CONTROL NO.

J7256845



Jesse White

JESSE WHITE, Secretary of State





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 12, 2020

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Police Administrative Tow Fee Code Amendment

**BACKGROUND/HISTORY:**

The Palos Park Village Council has implemented the Police Department's Administrative Tow Fee. In 2012, a \$150 fee was adopted under the Village of Palos Park's Code 428.04. The Palos Park Police Department utilizes the administrative impound fee. When a driver is cited in connection with driving under the influence, while having a suspended or revoked license, results in an outstanding warrant and/or other felonies and an impounded vehicle.

The fee reimburses the Police Department for the costs of prosecuting the individual. The fees are based on a 2012 cost study. To update and reflect the department's current costs, the Police Department requests to increase the towing fee from \$150 to \$300.00 per vehicle when an arrest is made. The fee includes the time spent on the scene, the written report, clerical staff's time, and the supervisors time to review the records and overhead.

**STAFF RECOMMENDATION:**

To recommend Village of Palos Park to amend its code to increase the Administrative Tow Fee from \$150 to \$300.

**RECOMMENDED MOTION:**

I move to approve adopting Ordinance 2020-21 amending Part Four, Title Two Chapter 428, Sections 428.04, 428.05 and 428.06 of the Palos Park Village Code in regard to Seizure and Impoundment of Motor Vehicles.

**ORDINANCE NO. 2020-21**

**AN ORDINANCE AMENDING PART FOUR,  
TITLE TWO, CHAPTER 428, SECTIONS 428.04, 428.05 AND 428.06  
OF THE PALOS PARK VILLAGE CODE IN REGARD TO  
SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES**

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

**SECTION 1:** That Part Four, Title Two, Chapter 428, Section 428.04 of the Palos Park Village Code is amended to read in its entirety as follows:

**“428.04 POSTING A BOND.**

If a bond in the amount of three hundred dollars (\$300.00) is posted with the Village, the impounded motor vehicle shall be released to the owner of record, upon the payment by the owner of record of the towing and storage costs to the applicable towing company. If an administrative fee is imposed pursuant to Section 428.06(b) below, the bond shall be applied to said fee; provided, in the event that a violation of this section is not proven, the bond shall be returned to the person posting the bond. All bond money posted pursuant to this section shall be held by the Village until a hearing officer issues a decision, or, if there is judicial review pursuant to Section 428.10, until a reviewing court issues a final decision.”

**SECTION 2:** That Part Four, Title Two, Chapter 428, Section 428.05 of the Palos Park Village Code is amended to read in its entirety as follows:

**“428.05 PRELIMINARY HEARING.**

Where the owner of record of a motor vehicle seized under the provisions of this chapter makes a request, in writing and filed with the Chief of Police or the Chief of Police's designee, for a preliminary hearing within twelve hours after the seizure of the motor vehicle, the Chief of Police or the Chief of Police's designee must conduct a preliminary hearing within twenty-four hours after the request for a preliminary hearing is received by the Village; provided that if the date for the preliminary hearing falls on a Saturday, Sunday or legal holiday, the preliminary hearing will be held on the next business day following the Saturday, Sunday or legal holiday. For purposes of this section, the following shall apply:

(a) All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing.

(b) The formal rules of evidence shall not apply at the preliminary hearing, and hearsay testimony shall be allowed, and shall be admissible.

(c) If, after the conclusion of the preliminary hearing, the Chief of Police or the

Chief of Police's designee determines that there is probable cause to believe that the motor vehicle was used as provided in Section 428.02 above, the Chief of Police or the Chief of Police's designee shall order the continued impoundment of the motor vehicle, unless the owner of record of the motor vehicle posts a cash bond with the Village in the amount of three hundred dollars (\$300.00), and pays the towing and storage costs to the applicable tow company, as set forth in Section 428.04 above.

(d) If the Chief of Police or the Chief of Police's designee determines that there is not probable cause to believe that the motor vehicle was used as provided in Section 428.02 above, the motor vehicle shall be returned to the owner of record of the motor vehicle without any fees or other costs, but the owner of record shall be responsible to pay any towing or storage charges to the applicable tow company.”

**SECTION 3:** That Part Four, Title Two, Chapter 428, Section 428.06 of the Palos Park Village Code is amended to read in its entirety as follows:

**“428.06 PLEA HEARING/EVIDENTIARY HEARING.**

(a) Notice of Hearing. Within ten days after a motor vehicle is impounded pursuant to this chapter, the Village shall notify the owner of record, any lessee and any lien holder of record, of the date, time and location of a plea hearing that shall be conducted, pursuant to this section. Such notice shall be mailed by certified mail, return receipt requested, and First Class U.S. Mail to the owner of record, any lessee and any lien holder of record, as shown on the records of the Illinois Secretary of State. Notice by certified mail or First Class U.S. Mail need not be given when the owner of record of the motor vehicle, any lessee and any lien holder of record have been personally served with notice, in written form, of the time, date and location of the plea hearing. The plea hearing shall be conducted by a hearing officer, designated by the Village Manager. The owner of record, any lessee and any lien holder of record shall appear at a plea hearing and enter a plea of guilty or not guilty. If a plea of guilty is entered, or if the owner of record, any lessee and lien holder of record fail to appear, the case shall be disposed of at that time, with an order/default order in favor of the Village, which order/default order shall require the payment to the Village of the three hundred dollars (\$300.00) administrative fee and towing and storage costs to the applicable tow company, and the continued impoundment of the motor vehicle until the owner of record, any lessee or lien holder of record pays to the Village the three hundred dollars (\$300.00) administrative fee and towing and storage costs to the applicable towing company. If the owner of record, any lessee or any lien holder of record pleads not guilty, an evidentiary hearing shall be scheduled and held no later than forty-five days after the motor vehicle was impounded, unless continued by the hearing officer. All interested persons shall be given a reasonable opportunity to be heard at the evidentiary hearing. At any time prior to the evidentiary hearing date, the hearing officer may, at the request of either the Village, the owner of record, any lessee or lien holder of record, direct witnesses to appear and give testimony at the evidentiary hearing. The formal rules of evidence shall not apply

at the evidentiary hearing, and hearsay evidence shall be admissible.

(b) If, after the evidentiary hearing, the hearing officer determines, by a preponderance of the evidence, that the motor vehicle was used in connection with a violation set forth in Section 428.02 above, the hearing officer shall enter an order finding the owner of record of the motor vehicle civilly liable to the Village for an administrative fee in the amount of three hundred dollars (\$300.00), and require the motor vehicle to continue to be impounded until the owner of record pays the administrative fee to the Village, plus applicable towing and storage costs to the applicable tow company. The three hundred dollar (\$300.00) administrative fee shall be a debt due to the Village. If a cash bond has been posted pursuant to Section 428.04 or Section 428.05(c) above, the bond shall be applied to the administrative fee. If the owner of record fails to appear at the evidentiary hearing, the hearing officer shall enter a default order in favor of the Village, which order shall require the payment to the Village of the three hundred dollar (\$300.00) administrative fee and towing and storage costs to the applicable tow company, and the continued impoundment of the motor vehicle until the owner of record pays to the Village the three hundred dollar (\$300.00) administrative fee and towing and storage costs to the applicable towing company. If the hearing officer finds no such violation occurred, the hearing officer shall order the immediate return of the owner of record's motor vehicle without any fee or other costs, or, if a cash bond had previously been posted, the cash bond shall be returned, but the owner of record shall be responsible for any towing or storage charges to the applicable tow company. All orders entered by the hearing officer under this subsection shall be in writing.

(c) At the evidentiary hearing, the violation citation shall be prima facie evidence that the violation was committed as provided in the citation, and the burden of proof shall be upon the owner of record to prove that the violation was not committed.

(d) If the hearing officer finds that the Village exceeded its authority under this chapter in the seizure and impoundment of a motor vehicle, the Village shall be liable to the owner of record or lessee of the motor vehicle for the cost of storage fees and reasonable attorney's fees."

**SECTION 4:** That, if any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form, as provided by law.

**ADOPTED** this 12<sup>th</sup> day of October, 2020, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 12 day of October, 2020.

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

**ATTEST:**

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

Published by me in pamphlet form this 12 day of October, 2020.

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

**THE VILLAGE OF PALOS PARK**  
**ACCOUNTS PAYABLE WARRANT**  
**FOR OCTOBER 12, 2020**

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

---

MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

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VILLAGE CLERK MARIE ARRIGONI SIGNATURE

DATE: 10/06/20  
TIME: 14:09:58  
ID: AP441000.WOW

-- Village of Palos Park --  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/12/2020

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
AGE00001 AGE SCREEN PRINTING										
216586		10/01/20	01	25 PPPD BLK MASK FULL DIGITAL	01222707300			10/12/20	125.00	
									INVOICE TOTAL:	125.00
									VENDOR TOTAL:	125.00
AIR00001 AIRY'S INC.										
24112		10/01/20	01	RANSGATE LFT STAT-PULL PUMPS	5124606720			10/12/20	398.11	
									INVOICE TOTAL:	398.11
24113		10/01/20	01	RPR WTR SRV 112 FOREST EDG 9/9	5224606750			10/12/20	5,465.69	
									INVOICE TOTAL:	5,465.69
									VENDOR TOTAL:	5,863.80
AME00008 AMERICAN LEGAL PUBLISHING CORP										
3078, 3120		10/06/20	01	SEPT 2020 S-31 EDITING	0120606580			10/12/20	72.00	
									INVOICE TOTAL:	7.80
									VENDOR TOTAL:	79.80
AME00014 AMERICAN WATER WORKS ASSOC.										
201201		10/01/20	01	RNWL-D. FOSTER 12/1/20-11/30	5224606810			10/12/20	224.00	
									INVOICE TOTAL:	224.00
									VENDOR TOTAL:	224.00
ARB00001 ARBOR DAY FOUNDATION										
201006		10/06/20	01	D FOSTER/2021 MMBRSH DUES	0124606810			10/12/20	10.00	
									INVOICE TOTAL:	10.00
									VENDOR TOTAL:	10.00
ATT00001 AT&T										
7084489542	9	10/01/20	01	LOCAL DSL 09/19-10/18/20	0120707200			10/12/20	424.45	
									INVOICE TOTAL:	424.45
									VENDOR TOTAL:	424.45

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ATT000004 AT&T MOBILITY									
287290255877X1003202		10/06/20	01	CELL PHONE MONTHLY PAYMENT	01222707210			10/12/20	267.60
									INVOICE TOTAL: 267.60
									VENDOR TOTAL: 267.60
BAL000007 B ALLAN GRAPHICS									
96828		10/01/20	01	CONCERT ON GREEN YARD SIGNS	0126707522			10/12/20	285.00
									INVOICE TOTAL: 285.00
									VENDOR TOTAL: 285.00
BAX000001 BAXTER & WOODMAN, INC.									
0216349		10/01/20	01	COG HILL SNTRY SWR 8/21-9/3/20	5224707990			10/12/20	230.00
									INVOICE TOTAL: 230.00
									VENDOR TOTAL: 230.00
BEA000001 BEARY LANDSCAPE MANAGEMENT INC									
174172		10/06/20	01	OCT2020 LAWN MAINTENANCE/METRA	5324606990			10/12/20	590.00
									INVOICE TOTAL: 590.00
174173		10/06/20	01	OCT2020 LAWN MAINT/PUMPING STA	5224606990			10/12/20	98.00
									INVOICE TOTAL: 98.00
174174		10/06/20	01	OCT2020 BI-WKLY 2 MEDIANS/LAGR	2328848060			10/12/20	234.00
									INVOICE TOTAL: 234.00
									VENDOR TOTAL: 922.00
BLA000006 BLACK DIRT, INC									
062020-366		10/01/20	01	4 LOADS BLACK DIRT	2328848020			10/12/20	760.00
									INVOICE TOTAL: 760.00
									VENDOR TOTAL: 760.00
BLU000001 BLUE CROSS/BLUE SHIELD OF IL									

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-- Village of Palos Park --  
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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
2010	10/06/20	01	EMPLOYER HEALTH INSUR/OCT2020	0120505310			10/12/20	3,672.18
		02	EMPLOYER HEALTH INSUR/OCT2020	0122505310				10,150.76
		03	EMPLOYER HEALTH INSUR/OCT2020	0124505310				2,321.51
		04	EMPLOYER HEALTH INSUR/OCT2020	0125505310				1,623.86
		05	EMPLOYER HEALTH INSUR/OCT2020	0126505310				1,393.32
		06	EMPLOYER HEALTH INSUR/OCT2020	1100505310				1,188.44
		07	EMPLOYER HEALTH INSUR/OCT2020	5124505310				1,304.26
		08	EMPLOYER HEALTH INSUR/OCT2020	5224505310				4,288.45
		09	EMPLOYER HEALTH INSUR/OCT2020-AD	0100000502				1,660.83
		10	EMPLOYER HEALTH INSUR/OCT2020-PA	0100000502				1,882.56
		11	EMPLOYER HEALTH INSUR/OCT2020-PO	0100000502				2,501.91
		12	EMPLOYER HEALTH INSUR/OCT2020-PW	0100000502				524.66
		13	EMPLOYER HEALTH INSUR/OCT2020-BD	0100000502				405.97
		14	EMPLOYER HEALTH INSUR/OCT2020-RC	0100000502				312.56
		15	EMPLOYER HEALTH INSUR/OCT2020-LB	1100000502				297.12
		16	EMPLOYER HEALTH INSUR/OCT2020	5100000502				326.07
		17	EMPLOYER HEALTH INSUR/OCT2020	5200000502				1,016.40
INVOICE TOTAL:								34,870.86
VENDOR TOTAL:								34,870.86

BTS00001 BTS SOLUTIONS

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
15050	10/01/20	01	04/25-07/24/20 MAINTENANCE	0120707200			10/12/20	202.26
		02	04/25-07/24/20 MAINTENANCE	0122707200				156.61
		03	04/25-07/24/20 MAINTENANCE	0124707200				69.52
		04	04/25-07/24/20 MAINTENANCE	0125707200				43.31
		05	04/25-07/24/20 MAINTENANCE	0126707200				16.66
		06	04/25-07/24/20 MAINTENANCE	0129707200				16.66
		07	04/25-07/24/20 MAINTENANCE	5124707200				16.66
		08	04/25-07/24/20 MAINTENANCE	5224707200				63.32
INVOICE TOTAL:								585.00
VENDOR TOTAL:								585.00

BUI00003 BUILDING AUTOMATION SOLUTIONS

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 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/12/2020

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BUI00003 BUILDING AUTOMATION SOLUTIONS								
S12055549	10/01/20	01	MNTNNG CNTRT 10/1/20-9/30/21	0127916710			10/12/20	2,700.00
INVOICE TOTAL:								2,700.00
S12055572	10/01/20	01	8/25/20 SRV CALL RLCT SPC SNSR	0127916712			10/12/20	391.50
INVOICE TOTAL:								391.50
VENDOR TOTAL:								3,091.50
CAR00002 CARQUEST AUTO PARTS STORES								
10098-562609	10/01/20	01	VEH#263-1 FUS, MCR2, 3 MCCSVLP	0122606700			10/12/20	29.99
INVOICE TOTAL:								29.99
VENDOR TOTAL:								29.99
CAS0001 CASH								
201006	10/06/20	01	ITEMS F/KAPTUR ADMINISTRATION	0120707990			10/12/20	32.40
INVOICE TOTAL:								119.70
VENDOR TOTAL:								152.10
GEB00001 CG PROFESSIONAL SERVICES								
4552	10/01/20	01	RPR GENERATOR 91ST AV LFT STAT	5124606990			10/12/20	420.20
INVOICE TOTAL:								420.20
VENDOR TOTAL:								420.20
CHI000043 CHICAGO LAND DIESEL SERVICES								
RO#202	10/06/20	01	TAG#42 SEALS&KIT,GSKTS,GRM SEL	0124606700			10/12/20	2,068.78
INVOICE TOTAL:								2,068.78
RO#248	10/06/20	01	TAG#42 EGR CLR, LBR, EGR KIT	0124606700			10/12/20	908.82
INVOICE TOTAL:								908.82
VENDOR TOTAL:								2,977.60

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CIN00001 CINTAS								
4062757065	10/01/20	01	TOWELS	0124606990			10/12/20	8.55
		02	UNIFORM RNTL W/E 09/28/20	5124707300				51.13
		03	UNIFORM RNTL W/E 09/28/20	0124707300				86.40
			INVOICE TOTAL:					146.08
4063416903	10/06/20	01	MATS, TOWELS	0124606990			10/12/20	68.79
		02	UNIFORM RNTL W/E 10/05/20	5224707300				51.13
		03	UNIFORM RNTL W/E 10/05/20	0124707300				86.40
			INVOICE TOTAL:					206.32
			VENDOR TOTAL:					352.40
COM00009 COM ED								
200930	10/06/20	01	07/31-09/30/20 123RD & SW HWY	0124606731			10/12/20	1,704.45
			INVOICE TOTAL:					1,704.45
			VENDOR TOTAL:					1,704.45
COM00017 COM ED								
200917	10/01/20	01	08/18-09/17/20 1 ST MORFIZ	0124606731			10/12/20	35.38
			INVOICE TOTAL:					35.38
200923	10/01/20	01	08/24-09/23/20 12900 LAGRANGE	0124606731			10/12/20	26.99
			INVOICE TOTAL:					26.99
200928	10/06/20	01	METRA 08/27-09/28/20	5324606400			10/12/20	56.07
			INVOICE TOTAL:					56.07
			VENDOR TOTAL:					118.44
COR00001 CORRPRO COMPANIES								
619577	10/06/20	01	125TH ST BSTR STAT/CATHODIC PR	5224606990			10/12/20	200.00
			INVOICE TOTAL:					200.00
			VENDOR TOTAL:					200.00

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COR000011 CORB & MAIN LP								
N001861	10/01/20	01	WTR MTR, CPLNG, BIL& ANG VLVS	5224606752			10/12/20	2,559.00
								INVOICE TOTAL: 2,559.00
N016653	10/01/20	01	1 <sup>st</sup> CHCK BCK FLOW PREVENTOR	5224606752			10/12/20	525.80
		02	DUAL CHK BCK FLM PRVNTN, VALV	5224606752				701.65
								INVOICE TOTAL: 1,227.45
								VENDOR TOTAL: 3,786.45
COV000001 COVERALL								
1010665812	10/06/20	01	JANITORIAL SVC-KAPTUR/OCT2020	0127916990			10/12/20	885.00
		02	JANITORIAL SVC-METRA/OCT2020	5324606990				180.00
								INVOICE TOTAL: 1,065.00
								VENDOR TOTAL: 1,065.00
DEA00004 DEARBORN NATIONAL LIFE								
2010	10/06/20	01	VOLUNTARY LIFE/OCT2020	0100000202			10/12/20	395.09
		02	LIFE INSURANCE/OCT2020	0120505320				38.02
		03	LIFE INSURANCE/OCT2020	0122505320				118.80
		04	LIFE INSURANCE/OCT2020	0124505320				43.20
		05	LIFE INSURANCE/OCT2020	0125505320				21.38
		06	LIFE INSURANCE/OCT2020	0126505320				21.60
		07	LIFE INSURANCE/OCT2020	0129505320				10.80
		08	LIFE INSURANCE/OCT2020	1100505320				21.60
		09	LIFE INSURANCE/OCT2020	5224505320				66.42
								INVOICE TOTAL: 736.91
								VENDOR TOTAL: 736.91
DEL00011 DE LAGE LANDEN FINANCIAL								
69422864	10/01/20	01	SEPTEMBER2020 LEASE COPIER	0120606990			10/12/20	86.16
		02	SEPTEMBER2020 LEASE COPIER	0129606990				86.16
		03	SEPTEMBER2020 LEASE COPIER	0125606990				86.16



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DYN00004 DYNEGY ENERGY SERVICES								
373518920091	10/01/20	01	08/18-09/16/20 40 RAMSGATE	5124606400			10/12/20	192.41
								INVOICE TOTAL: 192.41
373519020091	10/01/20	01	08/18-09/16/20 8812 120TH PL	5124606400			10/12/20	38.34
								INVOICE TOTAL: 38.34
373519120091	10/01/20	01	08/18-09/16/20 12410 91ST AVE	5124606400			10/12/20	74.29
								INVOICE TOTAL: 74.29
373519229091	10/01/20	01	08/18-09/16/20 8201 RT83	5124606400			10/12/20	112.77
								INVOICE TOTAL: 112.77
373519320091	10/01/20	01	08/18-09/16/20 24 1/2 ROMIGA	5124606400			10/12/20	51.01
								INVOICE TOTAL: 51.01
373519420091	10/01/20	01	08/18-09/16/20 12355 WOLF RD	5124606400			10/12/20	25.09
								INVOICE TOTAL: 25.09
								VENDOR TOTAL: 3,765.27
EBE0001 PALOS ACE HARDWARE								
201973	10/01/20	01	CLAMP	0124707710			10/12/20	6.45
								INVOICE TOTAL: 6.45
202005	10/01/20	01	PAINT-FLAT BLACK/GALLON	0124707710			10/12/20	26.99
								INVOICE TOTAL: 26.99
202047	10/01/20	01	BAGS, CINR, TLT PPR HDR, SPRY	5224606711			10/12/20	32.90
								INVOICE TOTAL: 32.90
								VENDOR TOTAL: 66.34
FIT00007 KATHIE FITZGERIBONS								
201001	10/01/20	01	CELLPHONE STIPEND SPPF/OCT2020	0120707210			10/12/20	20.00

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INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
FIT00007 KATHIE FITZGIBBONS									
201001		10/01/20	02	CELLPONE STIPEND SEPT/OCT2020	0125707210			10/12/20	80.00
									INVOICE TOTAL: 100.00
									VENDOR TOTAL: 100.00
FUL0001 FULLER'S CAR WASH									
200930		10/06/20	01	SEPTEMBER2020 CAR WASHES	0122606700			10/12/20	773.00
									INVOICE TOTAL: 773.00
									VENDOR TOTAL: 773.00
GAL00002 GALLAGHER MATERIALS, INC.									
16932		10/01/20	01	8.08 TON UPM COLD PATCH	2424707700			10/12/20	1,001.92
			02	8.04 TON UPM COLD PATCH	2424707700				996.96
									INVOICE TOTAL: 1,998.88
									VENDOR TOTAL: 1,998.88
GAL0002 GALLIS, LLC									
016537153		10/06/20	01	3 BIG EASY LOCKOUT TOOL KITS	0122606708			10/12/20	146.99
									INVOICE TOTAL: 146.99
									VENDOR TOTAL: 146.99
GAS0002 GASVODA & ASSOCIATES, INC									
INV2002010		10/06/20	01	INSTALL INJCTN CHK VLV, LBR, TRV	5224606708			10/12/20	226.19
									INVOICE TOTAL: 226.19
									VENDOR TOTAL: 226.19
GRA0001 W.W. GRAINGER									
9668702765		10/06/20	01	AIR FILTERS	0127916711			10/12/20	136.32
									INVOICE TOTAL: 136.32
									VENDOR TOTAL: 136.32

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HACC00003 HACH COMPANY								
12143153	10/06/20	01	CHLORINE, FREIGHT	5224707510			10/12/20	213.03
								213.03
								213.03
HAW00002 HAWK FORD								
618013	10/01/20	01	VEH#257-MOTOR ASY	0122606700			10/12/20	129.94
								129.94
618474	10/01/20	01	VEH#257-TRACK ASY	0122606700			10/12/20	813.82
								813.82
619210	10/01/20	01	VEH#259-SWITCH ASY	0122606700			10/12/20	70.53
								70.53
								1,014.29
HRG00001 HR GREEN, INC								
138249	10/06/20	01	9550 W 123RD WU HOUSE	0125606600			10/12/20	145.00
		02	70 ELIZABETH LANE	0125606600				72.50
		03	70 ELIZABETH LANE	0125606600				36.25
		04	70 ELIZABETH LANE	0125606600				36.25
		05	70 ELIZABETH LANE	0125606600				72.50
		06	13 ST MORITZ	0125606630				100.00
		07	7949 W 121ST ST	0125606630				100.00
		08	11737 S 86TH ST	0125606630				100.00
		09	13 ST MORITZ	0125606630				100.00
		10	7949 W 121ST	0125606630				150.00
		11	70 ELIZABETH LANE	0125606630				150.00
		12	12011 S WINSLOW RD	0125606630				150.00
		13	9 WILD CHERRY	0125606630				236.00
		14	28 MEADOW AVE	0125606630				118.00
		15	12011 WINSLOW RD	0125606630				118.00
		16	12011 WINSLOW RD	0125606630				118.00

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HRG00001 HR GREEN, INC								
138249	10/06/20	17	7949 W 121ST ST	0125606630			10/12/20	86.00
		18	70 ELIZABETH LN	0125606630				86.00
		19	11737 S 86TH ST	0125606630				172.00
		20	12120 S 89TH AVE	0125606630				258.00
		21	8613 W 120TH ST	0125606630				86.00
		22	204 FOREST EDGE	0125606630				172.00
		23	11715 83RD AVE	0125606630				86.00
		24	13 ST MORITZ	0125606600				20.50
		25	7949 W 121ST ST	0125606600				20.50
		26	11737 S 86TH ST	0125606600				20.50
		27	13 ST MORITZ	0125606600				20.50
		28	28 MEADOW AVE	0125606600				61.50
		29	12011 WINSLOW RD	0125606600				82.00
		30	7949 W 121ST ST	0125606600				41.00
		31	70 ELIZABETH LANE	0125606600				20.50
		32	70 ELIZABETH LANE	0125606600				20.50
		33	8555 AUTOBAHN NORTH	0125606600				41.00
		34	8613 W 120TH ST	0125606600				20.50
		35	204 FOREST EDGE	0125606600				20.50
		36	11715 83RD AVE	0125606600				20.50
		37	MILEAGE	0125606600				35.10
INVOICE TOTAL:								3,193.60
VENDOR TOTAL:								3,193.60
IMA00003 IMAGEPLUS								
34901	10/01/20	01	PRESS SETUP	0126707300			10/12/20	12.00
		02	SHIRTS/ORANGE, GREEN, BLUE	0126707300				139.50
INVOICE TOTAL:								151.50
VENDOR TOTAL:								151.50
KAR00008 NICHOLAS W KARAS								
200902	10/06/20	01	SEPT2020 ADJUDICATION	0122606540			10/12/20	400.00
INVOICE TOTAL:								400.00
VENDOR TOTAL:								400.00

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KIN000007 SALLY KINNEY								
200929	10/01/20	01	CAFETERIA 125/2020	0100000402			10/12/20	1,250.00
							INVOICE TOTAL:	1,250.00
							VENDOR TOTAL:	1,250.00
KLE0001 KLEIN, THORPE, AND JENKINS LTD								
200916	10/01/20	01	LEGAL FEES/AUG2020	0120606540			10/12/20	2,631.00
		02	LEGAL FEES/AUG2020	0122606540				1,569.00
		03	LEGAL FEES/AUG2020	0124606540				594.00
		04	LEGAL FEES/AUG2020	0125606540				748.80
		05	LEGAL FEES/AUG2020	0126606540				704.00
							INVOICE TOTAL:	6,246.80
							VENDOR TOTAL:	6,246.80
LIN00001 LINDAHL BROTHERS, INC								
31199	10/06/20	01	6.97 TONS N50 SURFACE ASPHALT	2328848060			10/12/20	371.15
							INVOICE TOTAL:	371.15
							VENDOR TOTAL:	371.15
MEN00005 MENARDS								
77233	10/01/20	01	TRLR RPR PRIS-DCK CMO, 4X8	0124606708			10/12/20	193.76
							INVOICE TOTAL:	193.76
77299	10/01/20	01	TRAILER RPR PRIS-BLT, DRLL BIT	0124606708			10/12/20	12.98
							INVOICE TOTAL:	12.98
							VENDOR TOTAL:	206.74
MET00008 METLIFE SMALL BUSINESS CENTER								
2010	10/01/20	01	EMPLOYER DENTAL/OCT2020	0120505310			10/12/20	225.29
		02	EMPLOYER DENTAL/OCT2020	0122505310				691.57
		03	EMPLOYR DENTAL/OCT2020	0124505310				155.54

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MET000008 METLIFE SMALL BUSINESS CENTER									
2010		10/01/20	04	EMPLOYER DENTAL/OCT2020	0125505310			10/12/20	93.79
			05	EMPLOYER DENTAL/OCT2020	0126505310				87.97
			06	EMPLOYER DENTAL/OCT2020	1100505310				57.88
			07	EMPLOYER DENTAL/OCT2020	5124505310				103.09
			08	EMPLOYER DENTAL/OCT2020	5224505310				281.40
			09	EMPLOYER DENTAL/OCT2020-AD	0100000502				130.11
			10	EMPLOYER DENTAL/OCT2020-PA	0100000502				36.17
			11	EMPLOYER DENTAL/OCT2020-PO	0100000502				172.88
			12	EMPLOYER DENTAL/OCT2020-PW	0100000502				38.88
			13	EMPLOYER DENTAL/OCT2020-BD	0100000502				23.45
			14	EMPLOYER DENTAL/OCT2020-RC	0100000502				21.99
			15	EMPLOYER DENTAL/OCT2020	1100000502				14.46
			16	EMPLOYER DENTAL/OCT2020	5100000502				25.77
			17	EMPLOYER DENTAL/OCT2020	5200000502				70.34
INVOICE TOTAL:									2,230.58
VENDOR TOTAL:									2,230.58
MOR000014 MORA BUILDERS									
5142		10/01/20	01	REFUND/DEMO BOND 11717 S 86TH	8000002102			10/12/20	1,000.00
INVOICE TOTAL:									1,000.00
VENDOR TOTAL:									1,000.00
NEW000008 DENNIS NEWPORT									
201005		10/06/20	01	TAI CHI F/SENIORS 503.42	0126606220			10/12/20	262.50
INVOICE TOTAL:									262.50
VENDOR TOTAL:									262.50
NIC00001 NICOR GAS									
200930		10/06/20	01	08/28-09/29/20 12101 SW HWY	5224606410			10/12/20	121.97
INVOICE TOTAL:									121.97
VENDOR TOTAL:									121.97
201002		10/06/20	01	09/01-10/01/20 40 RAMSGATE DR	5124606410			10/12/20	41.34
INVOICE TOTAL:									41.34
VENDOR TOTAL:									163.31



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REL0001			RELIABLE FIRE EQUIPMENT CO					
26122	10/01/20	01	ANNUAL TEST MCCORD GALLERY	5420606711			10/12/20	152.75
			INVOICE TOTAL:					152.75
26123	10/01/20	01	ANNUAL TEST/POLICE-KAPTUR	0127916710			10/12/20	198.75
			INVOICE TOTAL:					198.75
26124	10/01/20	01	ANNUAL TEST/RECREATION CENTER	0127926710			10/12/20	124.00
			INVOICE TOTAL:					124.00
26125	10/01/20	01	FIRE EXTINGUISHER/WATER TWR	5224606990			10/12/20	69.95
			INVOICE TOTAL:					69.95
			VENDOR TOTAL:					1,299.35
ROS0001			ROSCOE					
1662515	10/06/20	01	MATS/REC, CREDIT DATED 09/28	0127926990			10/12/20	18.07
			INVOICE TOTAL:					18.07
1666481	10/01/20	01	MATS/KAC 09/23/20, CREDIT 6/3	0127916990			10/12/20	29.44
			INVOICE TOTAL:					29.44
1666563	10/01/20	01	MATS/REC, CREDIT	0127926990			10/12/20	18.21
			INVOICE TOTAL:					18.21
			VENDOR TOTAL:					65.72
SHA00014			SHAMROCK BLACKTOP, INC					
13038	10/01/20	01	METRA STATION-2 SEWER REPAIRS	5324707701			10/12/20	2,300.00
			INVOICE TOTAL:					2,300.00
			VENDOR TOTAL:					2,300.00
SHA00016			SHARK SHREDDING, INC					
47796	10/01/20	01	SEPT2020 MONTHLY SHREDDING	0122606990			10/12/20	42.00
			INVOICE TOTAL:					42.00
			VENDOR TOTAL:					42.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P. O. #	PROJECT	DUE DATE	ITEM AMT
SHA0002	SHARE CORP.							
147506	10/06/20	01	HND DSNFCTNG WIPES, PROT/COVID	01222707990			10/12/20	199.70
								INVOICE TOTAL: 199.70
								VENDOR TOTAL: 199.70
SUB00002	SUBURBAN TRUCK PARTS							
100107	10/06/20	01	TAG#21 TRAILER/HINGE	0124606708			10/12/20	10.35
								INVOICE TOTAL: 10.35
99532	10/01/20	01	1/2 M PLUG, TRCK INFLTR GAUGE	01222606700			10/12/20	73.89
								INVOICE TOTAL: 73.89
								VENDOR TOTAL: 84.24
TIR0001	TIRE SERVICES COMPANY							
258080	10/06/20	01	VEH#253-FLAT REPAIR	01222606700			10/12/20	18.00
								INVOICE TOTAL: 18.00
								VENDOR TOTAL: 18.00
TUC00001	ANNE TUCKER							
2004130.002	10/01/20	01	REFUND/TUCKER	01000003000			10/12/20	200.00
								INVOICE TOTAL: 200.00
								VENDOR TOTAL: 200.00
USA00003	USA BLUEBOOK							
365484	10/06/20	01	DWYER DIGITAL GAUGE, FREIGHT	5224707510			10/12/20	114.70
								INVOICE TOTAL: 114.70
								VENDOR TOTAL: 114.70
USP00001	U.S. POST							
2-2-019	10/01/20	01	MALIBX ONLY/31 N WOODLAND TR	2624606991			10/12/20	100.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
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USP00001	U.S. POST							
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2-2-019	10/01/20	02	MAILBOX & POST/12601 S 83RD AV	2624606991			10/12/20	150.00
		03	MAILBOX & POST/9115 W 125TH ST	2624606991				150.00
								400.00
								400.00

USP0001	US POSTMASTER							
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200925	10/01/20	01	POSTAGE OCT2020 UB	5224707040			10/12/20	415.00
								415.00
								415.00

VII0003	VILLAGE OF PALOS PARK							
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9/1/2020	10/01/20	01	07/01-09/01/20 WATER PAYMENT	0127927051			10/12/20	243.05
		02	07/01-09/01/20 WATER PAYMENT	5420607051				257.52
		03	07/01-09/01/20 WATER PAYMENT	5420607051				246.00
		04	07/01-09/01/20 WATER PAYMENT	0127917051				214.11
		05	07/01-09/01/20 WATER PAYMENT	0130606990				272.14
								1,232.82
								1,232.82

VSP00001	VSP OF ILLINOIS, NFP							
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810378198	10/01/20	01	D. GLAZIER VISION-THRU OCT2020	0100000504			10/12/20	20.40
								20.40
								20.40

TOTAL ALL INVOICES: 91,988.57

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INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
00	GENERAL FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	7,288.49
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	395.09
KIN00007	SALLY KINNEY	300.00	1,250.00
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	423.48
TUC00001	ANNE TUCKER		200.00
VSP00001	VSP OF ILLINOIS, NFP		20.40
	GENERAL FUND		9,577.46
20	ADMINISTRATION DEPARTMENT		
AME00008	AMERICAN LEGAL PUBLISHING CORP	1,431.90	79.80
ATT00001	AT&T	1,929.04	424.45
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	3,672.18
BTS00001	BTS SOLUTIONS	585.00	202.26
CAS0001	CASH	609.66	152.10
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	38.02
DEL00011	DE LAGE LANDEN FINANCIAL	2,796.83	86.16
FIT00007	KATHIE FITZGIBBONS	200.00	20.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	24,813.93	2,631.00
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	225.29
OFF00008	THE OFFICE CONNECTION	3,582.32	383.03
	ADMINISTRATION DEPARTMENT		7,914.29
22	POLICE DEPARTMENT		
A&E00001	A&E SCREEN PRINTING		125.00
ATT00004	AT&T MOBILITY	1,334.40	267.60
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	10,150.76
BTS00001	BTS SOLUTIONS	585.00	156.61
CAR00002	CARQUEST AUTO PARTS STORES		29.99
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	118.80
DEL00011	DE LAGE LANDEN FINANCIAL	2,796.83	154.88
FUL0001	FULLER'S CAR WASH	1,501.51	773.00
GAL0002	GALLS, LLC	1,118.22	146.99
HAW00002	HAWK FORD	969.80	1,014.29
KAR00008	NICHOLAS W KARAS	800.00	400.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	24,813.93	1,569.00
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	691.57
RDB00001	RDB MOBILE TOOLS LLC		599.00
SHA00016	SHARK SHREDDING, INC	405.00	42.00

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
22	POLICE DEPARTMENT		
SHA0002	SHARE CORP.	1,025.35	199.70
SUB00002	SUBURBAN TRUCK PARTS	440.70	73.89
TIR0001	TIRE SERVICES COMPANY	3,488.22	18.00
	POLICE DEPARTMENT		16,531.08
24	PUBLIC WORKS DEPARTMENT		
ARB00001	ARBOR DAY FOUNDATION		10.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	2,321.51
BTS00001	BTS SOLUTIONS	585.00	69.52
CHI00043	CHICAGOLAND DIESEL SERVICES	1,791.00	2,977.60
CIN00001	CINTAS	3,733.74	250.14
COM00009	COM ED	8,814.24	1,704.45
COM00017	COM ED	1,250.18	62.37
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	43.20
DEL00011	DE LAGE LANDEN FINANCIAL	2,796.83	86.19
EBE0001	PALOS ACE HARDWARE	858.43	33.44
KLE0001	KLEIN, THORPE, AND JENKINS LTD	24,813.93	594.00
MEN00005	MENARDS	847.67	206.74
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	155.54
RDB00001	RDB MOBILE TOOLS LLC		599.01
REL0001	RELIABLE FIRE EQUIPMENT CO		290.75
SUB00002	SUBURBAN TRUCK PARTS	440.70	10.35
	PUBLIC WORKS DEPARTMENT		9,414.81
25	BUILDING DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	1,623.86
BTS00001	BTS SOLUTIONS	585.00	43.31
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	21.38
DEL00011	DE LAGE LANDEN FINANCIAL	2,796.83	86.16
FIT00007	KATHIE FITZGIBBONS	200.00	80.00
HRG00001	HR GREEN, INC	31,063.22	3,193.60
KLE0001	KLEIN, THORPE, AND JENKINS LTD	24,813.93	748.80
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	93.79
	BUILDING DEPARTMENT		5,890.90
26	RECREATION DEPARTMENT		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
26	RECREATION DEPARTMENT		
BAL00007	B ALLAN GRAPHICS	2,100.00	285.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	1,393.32
BTS00001	BTS SOLUTIONS	585.00	16.66
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	21.60
IMA00003	IMAGEPLUS		151.50
KLE0001	KLEIN, THORPE, AND JENKINS LTD	24,813.93	704.00
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	87.97
NEW00008	DENNIS NEWPORT	250.00	262.50
REA00001	READY REFRESH BY NESTLE	65.87	24.70
	RECREATION DEPARTMENT		2,947.25
27	PUBLIC GROUNDS		
BUI00003	BUILDING AUTOMATION SOLUTIONS	7,100.00	3,091.50
COV00001	COVERALL	5,979.00	885.00
GRA0001	W.W. GRAINGER	135.80	136.32
OFF00008	THE OFFICE CONNECTION	3,582.32	292.31
REL0001	RELIABLE FIRE EQUIPMENT CO		562.25
ROS0001	ROSCOE	2,533.12	65.72
VIL0003	VILLAGE OF PALOS PARK	2,071.29	457.16
	PUBLIC GROUNDS		5,490.26
29	FINANCE DEPARTMENT		
BTS00001	BTS SOLUTIONS	585.00	16.66
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	10.80
DEL00011	DE LAGE LANDEN FINANCIAL	2,796.83	86.16
	FINANCE DEPARTMENT		113.62
30	SLUIS PROPERTY		
VIL0003	VILLAGE OF PALOS PARK	2,071.29	272.14
	SLUIS PROPERTY		272.14
LIBRARY FUND			
00	LIBRARY FUND		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
LIBRARY FUND			
00	LIBRARY FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	1,485.56
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	21.60
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	72.34
	LIBRARY FUND		1,579.50
1/2% SALES TAX FUND			
28			
BEA00001	BEARY LANDSCAPE MANGEMENT INC	4,610.00	234.00
BLA00006	BLACK DIRT, INC		760.00
LIN00001	LINDAHL BROTHERS, INC		371.15
			1,365.15
MFT FUND			
24	MFT FUND		
GAL00002	GALLAGHER MATERIALS, INC.	3,385.20	1,998.88
	MFT FUND		1,998.88
BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		
USP00001	U.S. POST	1,870.00	400.00
	BEAUTIFICATION FUND		400.00
SEWER FUND			
00	SEWER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	326.07
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	25.77
	SEWER FUND		351.84
24	SEWER FUND		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
24	SEWER FUND		
AIR00001	AIRY'S INC.	45,551.22	398.11
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	1,304.26
BTS00001	BTS SOLUTIONS	585.00	16.66
CGP00001	CG PROFESSIONAL SERVICES	436.80	420.20
CIN00001	CINTAS	3,733.74	51.13
DYN00004	DYNEGY ENERGY SERVICES	20,912.06	950.72
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	103.09
NIC00001	NICOR GAS	6,167.81	41.34
REL0001	RELIABLE FIRE EQUIPMENT CO		69.95
	SEWER FUND		3,355.46
WATER FUND			
00	WATER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	1,016.40
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	70.34
	WATER FUND		1,086.74
24	WATER FUND		
AIR00001	AIRY'S INC.	45,551.22	5,465.69
AME00014	AMERICAN WATER WORKS ASSOC.		224.00
BAX00001	BAXTER & WOODMAN, INC.	8,105.60	230.00
BEA00001	BEARY LANDSCAPE MANGEMENT INC	4,610.00	98.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	174,299.11	4,288.45
BTS00001	BTS SOLUTIONS	585.00	63.32
CIN00001	CINTAS	3,733.74	51.13
COR00001	CORRPRO COMPANIES	800.00	200.00
COR00011	CORE & MAIN LP	4,134.65	3,786.45
DEA00004	DEARBORN NATIONAL LIFE	1,473.82	66.42
DYN00004	DYNEGY ENERGY SERVICES	20,912.06	2,814.55
EBE0001	PALOS ACE HARDWARE	858.43	32.90
GAS0002	GASVODA & ASSOCIATES, INC	866.60	226.19
HAC00003	HACH COMPANY	3,000.00	213.03
MET00008	METLIFE SMALL BUSINESS CENTER	4,461.16	281.40
NIC00001	NICOR GAS	6,167.81	121.97
REL0001	RELIABLE FIRE EQUIPMENT CO		139.90
USA00003	USA BLUEBOOK	290.33	114.70
USP0001	US POSTMASTER	3,016.91	415.00
	WATER FUND		18,833.10

DATE: 10/06/20  
TIME: 14:20:18  
ID: AP443000.WOW

-= Village of Palos Park =-  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 10/12/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
BEA00001	BEARY LANDSCAPE MANGEMENT INC	4,610.00	590.00
COM00017	COM ED	1,250.18	56.07
COV00001	COVERALL	5,979.00	180.00
REL0001	RELIABLE FIRE EQUIPMENT CO		83.75
SHA00014	SHAMROCK BLACKTOP, INC		2,300.00
	COMMUTER LOT FUND		3,209.82
MCCORD FUND			
20			
REL0001	RELIABLE FIRE EQUIPMENT CO		152.75
VIL0003	VILLAGE OF PALOS PARK	2,071.29	503.52
			656.27
ESCROW FUND			
00			
MOR00014	MORA BUILDERS		1,000.00
			1,000.00
	TOTAL ALL DEPARTMENTS		91,988.57

**THE VILLAGE OF PALOS PARK  
SUPPLEMENTAL WARRANT LIST  
FOR OCTOBER 12, 2020**

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

---

**MAYOR JOHN F. MAHONEY SIGNATURE**

**ATTEST:**

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**VILLAGE CLERK MARIE ARRIGONI SIGNATURE**

**SUPPLEMENTAL WARRANT LIST**

October 12, 2020

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

DATE	CHECK#	PAYEE	AMOUNT
<b>TOTALS:</b>			<b>\$0.00</b>

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

Pay Date:		9/17/2020	\$128,303.62
Pay Date:		10/1/2020	128,150.16
Pay Date:			
<b>TOTALS:</b>			<b>\$256,453.78</b>

**RECURRING WIRE TRANSFERS:**

DESCRIPTION		TRANSFERRED TO:	AMOUNT
VOPP-Wtr Purch Oak Lawn		Marquette Bank	\$106,391.00
Wex Bank		On-Line	3,416.19
Wow		On-Line	784.49
Wex Gas Purchase		On-Line	718.18
<b>American Express</b>		J. P. Morgan Chase Bank	
Bloomingtons			80.94
Service Sanitation			166.00
Chalet Florist			59.95
Ready Refresh			94.26
Dyn.Com			5.00
Bloomingtons			80.94
Adobe Acropro			15.93
Dyn.Com			5.00
AT&T			758.73
Amazon Marketplace			68.77
Amazon Marketplace			103.55
Amazon. Com			184.93
Amazon Marketplace			44.94
Adobe Acropro			54.16
Dyn.Com			5.00
Chalet Florist			48.05
Pamco Printers			42.49
Amazon Marketplace			97.66
<b>Visa</b>		First Midwest Bank	
<b>TOTALS:</b>			<b>\$113,226.16</b>

**TOTAL SUPPLEMENTAL WARRANT LIST:****\$369,679.94**



**Payroll Summary**

Check Date: 10/01/2020

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2020100101

Pay Period: 09/12/2020 to 09/25/2020

**Billing**

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
107121271	10/1/2020	237.24				237.24
<b>Totals</b>		<b>237.24</b>		<b>0.00</b>		<b>237.24</b> →

237.24

**Transfers**

Type	Date	Source Account	Amount
Billing	10/1/2020	1405470*	237.24
Dir Dep	9/30/2020	1405470*	74,078.76
Tax	9/30/2020	1405470*	33,396.26
<b>Totals Transfers</b>			<b>107,712.26</b> →

107,712.26

**Tax Deposits**

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	10/7/2020	28,124.08
(Deposit made by Service Bureau)	Illinois SITW	10/7/2020	5,166.98
(Deposit made by Service Bureau)	Illinois SUI	2/1/2021	105.20
	<b>Total Tax Deposits</b>		<b>33,396.26</b>



**Payroll Summary**

Check Date: 09/17/2020

Page 1 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2020091701

Pay Period: 08/29/2020 to 09/11/2020

**Payroll Totals**

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	63	0.00	75,906.77	75,906.77	
	Regular	1	1,313.60	0.00	1,313.60	
<b>Totals</b>		<b>64</b>	<b>1,313.60</b>	<b>75,906.77</b>	<b>77,220.37</b>	→ <b>77,220.37</b>

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	9	13,067.00	5,334.43	18,401.43	
<b>Totals</b>			<b>9</b>	<b>13,067.00</b>	<b>5,334.43</b>	<b>18,401.43</b>	→ <b>18,401.43</b>

<b>Total Net Payroll Liability</b>				<b>14,380.60</b>	<b>81,241.20</b>	<b>95,621.80</b>	→ <b>95,621.80</b>
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**Tax Liability**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	104,856.15	104,856.15	12,082.93		
FFCRA Medical Premium Credit	36-6006039		Semi-Weekly	1,980.32	1,980.32		-30.20	
FFCRA Medicare Credit	36-6006039		Semi-Weekly	1,950.10	1,950.10		-28.28	
FFCRA SS Credit	36-6006039		Semi-Weekly	1,950.10	1,950.10		-120.91	
FFCRA Wage Credit	36-6006039		Semi-Weekly	1,950.10	1,950.10		-1,950.08	
Medicare	36-6006039		Semi-Weekly	113,264.00	113,264.00	1,642.33		
Medicare - Employer	36-6006039		Semi-Weekly	113,264.00	113,264.00		1,642.33	
OASDI	36-6006039		Semi-Weekly	113,264.00	113,264.00	7,022.38		
OASDI - Employer	36-6006039		Semi-Weekly	113,264.00	113,264.00		7,022.37	
Unapplied Credit for FFCRA	36-6006039		Semi-Weekly					
<b>Totals</b>						<b>20,747.64</b>	<b>6,535.23</b>	→ <b>27,282.87</b>

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	3660060390007		Semi-Weekly	104,856.15	104,856.15	5,292.04		
<b>Totals</b>						<b>5,292.04</b>	<b>0.00</b>	→ <b>5,292.04</b>

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.010250	Quarterly	113,264.00	10,430.62		106.91	
<b>Totals</b>						<b>0.00</b>	<b>106.91</b>	→ <b>106.91</b>

<b>Total Tax Liability</b>						<b>26,039.68</b>	<b>6,642.14</b>	→ <b>32,681.82</b>
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<b>Total Payroll Liability</b>						<b>128,303.62</b>		→ <b>128,303.62</b>
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**Payroll Summary**

Check Date: 09/17/2020

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2020091701

Pay Period: 08/29/2020 to 09/11/2020

**Billing**

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
107059725	9/17/2020	221.02				221.02
<b>Totals</b>		<b>221.02</b>		<b>0.00</b>		<b>221.02</b> →
						<b>221.02</b>

**Transfers**

Type	Date	Source Account	Amount
Billing	9/17/2020	1405470*	221.02
Dir Dep	9/16/2020	1405470*	75,906.77
Tax	9/16/2020	1405470*	32,681.82
<b>Totals Transfers</b>			<b>108,809.61</b> →
			<b>108,809.61</b>

**Tax Deposits**

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	9/23/2020	27,282.87
(Deposit made by Service Bureau)	Illinois SITW	9/23/2020	5,292.04
(Deposit made by Service Bureau)	Illinois SUI	11/2/2020	106.91
	<b>Total Tax Deposits</b>		<b>32,681.82</b>





## 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 12, 2020

7:30 PM

Kaptur Administrative Center

### **AGENDA MATTER:**

Approval of An Ordinance Of The Village of Palos Park, Cook County, Illinois, Amending Certain Provisions of the Long Term Water Sale, Purchase And Service Agreement By And Among The Village Of Oak Lawn, Cook County, Illinois, And Other Municipalities And Authorizing The Execution And Delivery Of Said Amendment

### **BACKGROUND/HISTORY:**

On March 24, 2014 the Council unanimously approved a Regional Water System Agreement between the Village of Oak Lawn and Certain of its Municipal Customers including the Village of Palos Park, known as the North System Customers.

Over time, the Regional Water System members have discussed the need to update the agreement as a First Amendment document to reflect the amendments to the Asset Management and Asset Management Program; a change in the construction of Orland Park Spur and a cost shift to that community; a change in design and cost to Palos Hills for its system connection; realignment of the Transmission Main with a cost shift to Orland Park; and other changes.

Included in these changes is a cost increase of the entire project from \$216M in 2017 to \$238M currently. The price increase for the system has been due to regulatory costs, cost escalation, scope changes, and lack of competitive bidding on some items including boring under the Cal Sag Channel. In addition, Exhibit O is a Financing Plan using IEPA Loans and other Bonds. Also Exhibit P which documents the existing Mutual Cooperation Process that has developed over the past few years with the Regional Water System members.

The Village Attorneys have reviewed the Ordinance and Agreement and their comments have been included in the final documents.

### **STAFF RECOMMENDATION:**

It is recommended that the Council adopt the accompanying Ordinance approving the First Amendment to the Regional Water System Agreement.

### **RECOMMENDED MOTION:**

**I Move to approve Ordinance 2020-22 “An Ordinance Of The Village of Palos Park, Cook County, Illinois, Amending Certain Provisions of the Long Term Water Sale, Purchase And Service Agreement By And Among The Village Of Oak Lawn, Cook County, Illinois, And Other Municipalities And Authorizing The Execution And Delivery Of Said Amendment”**

**ORDINANCE NO. 2020-22**

AN ORDINANCE OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS, AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT.

WHEREAS, the Village of Palos Park, Cook County, Illinois (the "*Village*") on the 9th day of June, 2014, adopted Ordinance No. 2014-14 (the "*Ordinance*"), authorizing the execution and delivery of a "Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers," dated August 1, 2014 (the "*Agreement*"); and

WHEREAS, the Village Council of the Village (the "*Corporate Authorities*") have determined and do hereby determine that that it is necessary and in the best interests of the Village that certain provisions of the Agreement be amended and that such amendment and said Agreement so amended be authorized to be executed and delivered as herein provided; and

WHEREAS, the form of the First Amendment to the Water Sale, Purchase and Service Agreement between the Village and the North System Customers (the "*North System First Amendment*") has been presented to the Corporate Authorities and is attached hereto as *Attachment A*;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS, AS FOLLOWS:

*Section 1. Incorporation of Preambles.* The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

*Section 2. Ratification, Approval and Incorporation of Amendment.* The Agreement as approved by the Ordinance is hereby ratified, confirmed and approved, subject to the North System First Amendment as hereby approved (the "*Amended North System Agreement*"). The Village is authorized pursuant to this Ordinance to be bound by the terms and conditions of the North System First Amendment. The North System First Amendment and the Agreement shall be read together as one document. The Village Clerk is hereby authorized to replace the provisions of the Agreement with the amendments as approved herein.

*Section 3. Execution.* By this Ordinance, the Mayor of the Village is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized to attest and seal the North System First Amendment and the Amended North System Agreement.

*Section 4. Publication.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 5. Severability; Superseder.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are hereby superseded to the extent of such conflict and as further provided in the Agreement as amended.

*Section 6. Effective Date.* This Ordinance shall be in full force and effect immediately upon its adoption, approval and publication in pamphlet form, as provided by law.

ADOPTED this \_\_\_ day of October, 2020, by a roll call vote as follows:

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

\_\_\_\_\_

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

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

APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2020

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

ATTEST:

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

Recorded in Village Records: \_\_\_\_\_, 2020.

Published in pamphlet form by authority of the Village Council of the Village of Palos Park, Cook County, Illinois at \_\_\_:\_\_\_ .m. on \_\_\_\_\_, 2020.

**ATTACHMENT 1**  
**NORTH SYSTEM FIRST AMENDMENT**

**FIRST AMENDMENT TO THE  
•REGIONAL WATER SYSTEM•  
WATER SALE, PURCHASE AND SERVICE AGREEMENT  
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND  
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This First Amendment to the Water Sale, Purchase and Service Agreement (the "*Amendment*") is made and entered into as of the Effective Date defined below, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois ("*Oak Lawn*"), and each of the following units of local government:

VILLAGE OF CHICAGO RIDGE  
VILLAGE OF PALOS PARK  
CITY OF PALOS HILLS

(the "*North System Customers*"), and all of Oak Lawn and the named municipalities referred to collectively as the "*Parties*" and each individually as a "*Party*."

**WITNESSETH:**

**PREAMBLES**

A. The Parties have entered into that certain Water Sale, Purchase and Service Agreement dated as of August 1, 2014 (the "*Agreement*").

B. The estimated costs and completion date of the 2013 Regional System Improvements have changed substantially since the date of the Agreement; such increased costs and extended completion date being caused by multiple factors, including (i) changes to the scope of the 2013 Regional System Improvements, (ii) the costs of licenses, easements and permits, (iii) additional engineering and construction management services, and (iv) the costs of escalation and inflation.

C. The Parties now desire to amend the Agreement on the terms and conditions set forth herein.

D. The Parties have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest to this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

*Section 1. Recitals and Definitions.*

A. *Recitals.* The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. *Definitions.* Unless otherwise defined in this Amendment, capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

*Section 2. Amendment to Agreement.*

A. The Agreement is hereby modified and amended to reflect the terms hereof; and wherever reference is made to the Agreement, such reference shall be deemed to refer to the Agreement as modified and amended by this Amendment.

B. The definition of “Asset Management Program” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

C. The definition of “Equitable Return” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

D. Section 8.F. of the Agreement is hereby amended to read as follows

*Asset Management and Asset Management Program.* Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

E. Section 11.D. of the Agreement is hereby amended to read as follows:

(1) *Construction of the Orland Spur Two Main.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. Orland Park shall be named as the owner on any permit or easement related to the Orland Spur Two Main. (2) *Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. (3) *Conveyance of and License to Use the Orland Spur Two Main.* Upon completion and final acceptance, Oak Lawn will convey the Orland Spur Two Main to Orland Park by a bill of sale from Oak Lawn to Orland Park. After completion of that conveyance, for the remaining term of this Agreement: (i) Orland Park hereby grants to Oak Lawn a license

to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur Two Main; (ii) the Orland Spur Two Main will be owned by Orland Park and such ownership shall continue to be held by Orland Park; and (iii) Orland Park reserves the right (a) to test and inspect the Orland Spur Two Main at any time without notice to Oak Lawn, and (b) to repair, or to remove and replace, the Orland Spur Two Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

F. Section 11.E. shall be added to the Agreement as follows:

E. *Palos Hills Connection and Pump Station Building.*  
As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and construct and install a new Pump Station Building, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Pump Station Building in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. Upon completion and final acceptance, Oak Lawn is to convey the Pump Station Building to Palos Hills by a bill of sale from Oak Lawn to Palos Hills; *provided, however,* that Oak Lawn shall retain ownership of the piping and all appurtenances to the downstream flange of the flow meter and that Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtances. After completion of that conveyance, for the remaining term of this Agreement, the Pump Station Building will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

G. Section 13.A. of the Agreement is hereby amended to read as follows:

*2013 Regional System Improvements.* Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2025. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent bid packages, Executive Consent Obtained is required to award a bid package, approve engineering (design and construction) contracts for such bid package and approve any additional engineering requirements exceeding \$5,000 per bid package.

H. Section 13.C. of the Agreement is hereby amended to read as follows:

*Palos Park Option to Upgrade the Size of Its System Connection Main.* The Municipal Customers acknowledge that, as part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by

Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

- I. Section 13.D. of the Agreement is hereby added to the Agreement as follows:

*Realignment of Transmission Main.* Oak Lawn and the Municipal Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

- J. The first sentence of Section 15.C.(2) of the Agreement is hereby amended to read as follows:

Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit).

K. The following is hereby added to the end of Section 15.E. of the Agreement:

Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

L. The following sentence is hereby added to Section 18.C. of the Agreement:

Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within sixty (60) days of request by Oak Lawn.

M. Attachment 2 of Exhibit B to the Agreement, depicting the Point of Delivery to Palos Hills, is hereby replaced with *Exhibit 1* attached hereto.

N. Exhibit C-1 of the Agreement, being the Realignment of Bid Package 7A and 7B, is hereby added to the Agreement as shown on *Exhibit 2* attached hereto.

O. Exhibit O of the Agreement, being the Financing Plan and Parameters for the 2013 Regional System Improvements, is hereby replaced with *Exhibit 3* attached hereto.

P. Exhibit P of the Agreement, being the Statement of Mutual Cooperation Process, is hereby replaced with *Exhibit 4* attached hereto.

*Section 3. Effectiveness.*

A. This Amendment shall become binding upon the Parties upon (1) execution and delivery by Oak Lawn and the North System Customers of counterparts of this Amendment and (2) execution and delivery by Oak Lawn and each of the Southwest System Customers (as defined in the Agreement) of counterparts of the First Amendment to the Water Sale, Purchase and Service Agreement by and between Oak Lawn and the Southwest System Customers. Provided such conditions have been met, the Effective Date of this Amendment shall be the first day of the month following the completion of the actions set forth in clauses (1) and (2) herein.

B. The Parties hereby consent to the terms, provisions and conditions of this Amendment and hereby ratify, confirm and approve the Agreement, as modified and amended herein, and acknowledge that the Agreement, as modified and amended herein, shall remain in full force and effect.

C. It is the express intention and agreement of the Parties that the modification and amendment of the Agreement is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Agreement.

*Section 4. Miscellaneous.*

A. Should any part, term or provision of this Amendment be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

B. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

C. This Amendment may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the North System Customers and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Oak Lawn and each of the North System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective authorized officers.

NORTH SYSTEM CUSTOMERS:

**VILLAGE OF CHICAGO RIDGE**

By: \_\_\_\_\_  
Its: President

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2020

**VILLAGE OF PALOS PARK**

By: \_\_\_\_\_  
Its: Mayor

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2020

**CITY OF PALOS HILLS**

By: \_\_\_\_\_  
Its: Mayor

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2020

OAK LAWN:

**VILLAGE OF OAK LAWN**

By: \_\_\_\_\_  
Its: Village President

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

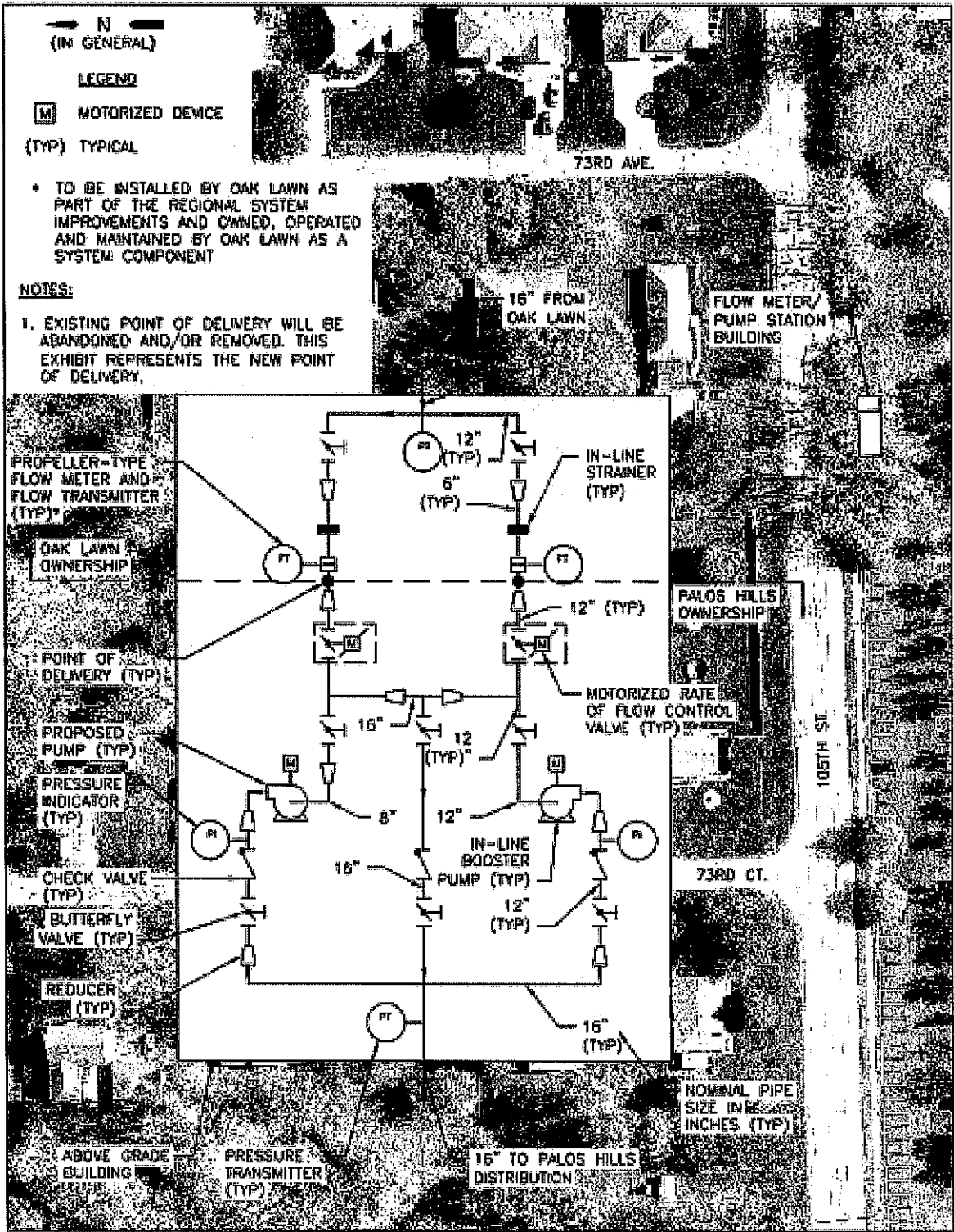
DATED: \_\_\_\_\_, 2020

**EXHIBIT 1**  
**TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM**  
**WATER SALE, PURCHASE AND SERVICE AGREEMENT**

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**EXHIBIT B – ATTACHMENT 2**

**OAK LAWN REGIONAL WATER SYSTEM POINT OF DELIVERY TO PALOS HILLS**



**EXHIBIT 2**  
**TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM**  
**WATER SALE, PURCHASE AND SERVICE AGREEMENT**

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**EXHIBIT C-1**

**REALIGNMENT OF BID PACKAGES 7A AND 7B**



# Village of Oak Lawn Water Transmission Main Bid Packages 7A & 7B - Revised Alignments

**CDM  
Smith**



**EXHIBIT 3**  
**TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM**  
**WATER SALE, PURCHASE AND SERVICE AGREEMENT**

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**EXHIBIT O**  
**FINANCING PLAN AND PARAMETERS**  
**OAK LAWN REGIONAL WATER SYSTEM**  
**“NEW SERIES BONDS” FOR THE**  
**“2013 REGIONAL SYSTEM IMPROVEMENTS”**

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond

(*i.e.* payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

### III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$275,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$297,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the "Bond Authorization Act" of the State, as supplemented or amended. Oak Lawn will retain an independent financial advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such financial advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$22,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as "bullet" maturities).

VII. TERM TO MATURITY; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS.

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit ("*L/C Bonds*") having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

**EXHIBIT 4**  
**TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM**  
**WATER SALE, PURCHASE AND SERVICE AGREEMENT**

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**EXHIBIT P**

**STATEMENT OF MUTUAL COOPERATION PROCESS**

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the North System Customers.

B. Both Oak Lawn and the North System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the North System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the North System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the North System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the North System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the North System Customers provide Chicago Water.

C. Both Oak Lawn and the North System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the North System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the North System Customers, and that the North System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the North System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the North System Customers on topics relevant to this

Agreement including, among other things, water supply and reliability, Operation and Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The North System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the North System Customers.

G. The North System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the North System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE NORTH SYSTEM CUSTOMERS AGREE AS FOLLOWS.

*I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.*

*A. Coordination and Communication.* Oak Lawn and the North System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the North System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the North System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the North System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the North System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

**Oak Lawn** will receive questions and comments on the Project, conduct weekly construction and coordination meetings, update the managers and boards of trustees/ city councils/ village councils as needed, and process pay applications.

**Oak Lawn's Consulting Engineer**, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the Customer Review Committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

**Customer Communities and the Customer Communities' Consulting Engineer**, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

**Contractor** will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

**Public Agencies and Utilities** will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

*B. Mutual Cooperation Through Working Groups.*

1. *Formation.* To facilitate an ongoing structure for consistent communication, Oak Lawn and the North System Customers agree that the North System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the North System Customers, to address the subject areas described in Section I.D of this Exhibit. The North System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The North System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the North System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2: *Oak Lawn Liaisons.* Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting

with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the North System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

*C. Meetings with Working Groups.*

1. *In General.* The North System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. *Cooperation with Others.* The North System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

*D. Working Groups.* The Working Groups will be as follows:

1. *Management Working Group:* The Management Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;

b. Review the overall compliance of each of the North System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the North System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the North System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the North System Customers on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;

b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;

c. Review the operational practices and procedures of each of the North System Customers in the operation of their respective Municipal Customer Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the North System Customers;

e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;

h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the North System Customers' Municipal Customer Water Systems;

i. Review the Chicago Water use requirements of the North System Customers and the parameters under which such Chicago Water is to be delivered;

j. Review the quality and source of Chicago Water provided to the North System Customers under the Agreement;

k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

l. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Oak Lawn Water Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group*: The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the North System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the North System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the North System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the North System Customers and the formulas used to calculate the North System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the North System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.
- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group,

and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.

- b. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn:
  - i. Timely review change order requests
  - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
  - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn's Consulting Engineer in writing.

*II. Notice of Oak Lawn Meetings.* Oak Lawn shall provide notice to the North System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the North System Customers shall be given to the North System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The North System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

*III. Audited Financial Statements.* Oak Lawn shall provide to the North System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.



**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 12, 2020

7:30 PM

Kaptur Administrative Center

**CONSENT AGENDA MATTER:**

Police Department Vehicle

**BACKGROUND/HISTORY:**

The Palos Park Police department has been presented an opportunity to purchase a used 2017 Chevy Tahoe from the Palos Heights Police Department. The vehicle currently has 53,000 miles on it and was originally purchased for \$35,907.89 in June of 2017. The purchase price for Palos Park will be \$20,000.00 which also includes emergency lighting and the center console that can cost an additional \$8,000.00. This Tahoe will replace the 2010 Tahoe previously bought from Palos Heights in the police rotation.

**STAFF RECOMMENDATION:**

Staff recommends purchasing the Chevy Tahoe from Palos Heights.

**RECOMMENDED MOTION:**

I move to waive the bidding process and purchase a used 2017 Chevy Tahoe Police Model from Palos Heights for a price of \$ 20,000.00.

Mike Sibrava

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**From:** Joe Miller  
**Sent:** Wednesday, September 30, 2020 4:40 PM  
**To:** Mike Sibrava  
**Cc:** Joe Miller  
**Subject:** Used Palos Heights PD 2017 Squad  
**Attachments:** 1635\_001.pdf

Request for Board approval

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**From:** Deputy Chief William Czajkowski [mailto:WCzajkowski@palosheightspd.org]  
**Sent:** Tuesday, September 29, 2020 8:48 PM  
**To:** Joe Miller <jmiller@palospark.org>  
**Subject:** 2017 Squad

Joe,

Attached is the original invoice for the 2017 Chevrolet Tahoe that we are selling to Palos Park. The vin#1GNLCDEC7HR288497 is registered to a 2017 PPV with approximately 53,000.00 miles and will be sold with all emergency lighting and center console. Palos Heights will remove all cameras, trunk box, computers and radios. The sum of the vehicle will be \$20,000.00.

Let me know if any additional information is needed.

Thanks!

**CURRIE MOTORS FLEET****INVOICE**8401 W Roosevelt Rd  
Forest Park, IL 60103

Phone: 708-771-2600

Fax: 815-464-7500

[curriefleet@gmail.com](mailto:curriefleet@gmail.com)**SOLD TO:**PALOS HEIGHTS POLICE DEPARTMENT  
7607 WEST COLLEGE DRIVE  
PALOS HEIGHTS, IL 60463INVOICE NUMBER | B3942 B3943  
INVOICE DATE | 6/8/2017  
PURCHASE ORDER NO. | N/A  
SALESPERSON | Tom Sullivan**SHIPPED TO:**TERMS | 15 Days From Invoice  
DELIVERY ETA

B3942	2017 CHEVROLET TAHOE	1GNLCDEC6HR287647	\$	35,907.89
B3943	2017 CHEVROLET TAHOE	1GNLCDEC7HR288497	\$	35,907.89
FINANCE CHARGES will apply if the invoice is unpaid from <u>15 days</u> after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of <u>1%</u> per month. The title application must be filed with Secretary of State within <u>30 days</u> or will be subject to a delinquent fee of <u>\$188.00</u>			SUBTOTAL	\$ 71,815.78
<b>DIRECT ALL INQUIRIES TO:</b>			<b>MAKE ALL CHECKS PAYABLE TO:</b>	
Kristen De La Riva 815-464-9200 <a href="mailto:fleetcurrie@gmail.com">fleetcurrie@gmail.com</a>			Currie Motors Attn: Accounts Receivable 8401 Roosevelt Road Forest Park, IL 60130	
			<b>PAY THIS AMOUNT</b>	
			<b>\$ 71,815.78</b>	

THANK YOU FOR YOUR BUSINESS!

**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 7<sup>th</sup>, 2020  
 Subject: **Building Department Report for Council Meeting October 12<sup>th</sup>, 2020**

**CONTRACTORS WARRANTY**

Residents are being reminded that, when signing a contract with a contractor to perform work on their home, it is important to ask for a general basic warranty of quality. The warranty should state that the materials used will be new, of good quality and free from defects. It should also be written that the work and labor will be performed in a good and workman-like manner and conform to the requirements of the contract documents. In the event that problems occur after the work is done, the homeowner will have assurance that the contractor will make all necessary repairs.

**PERMITS**

The Building Department processed nineteen (19) permits from September 23<sup>rd</sup> through October 7<sup>th</sup>, 2020 resulting in \$21,297.70 in permit fees. Sixteen (16) inspections were completed during this time.

11625 S. HOLMES	GARAGE	\$756.40
11729 S. 83 <sup>RD</sup> AVENUE	CONCRETE	\$225.00
9400 W. 122 <sup>ND</sup> STREET	POD	\$50.00
9114 W. 126 <sup>TH</sup> STREET	DEMO	\$5,000
113 FOREST EDGE DRIVE	ROOF	\$225.00
8816 W. 123 <sup>RD</sup> STREET	ADDITION	\$2,679.85
11911 S. TIMBERLANE	TUCKPOINTING	\$150.00
12902 S. LAGRANGE	TEMP SIGN	N/C
8701 W 120 <sup>TH</sup> STREET	ROOF	\$300.00
12212 S 89 <sup>TH</sup> AVENUE	ROOF	\$225.00
125 COMMONS DRIVE	ROOF	\$225.00
126 COMMONS DRIVE	ROOF	\$225.00
124 COMMONS DRIVE	ROOF	\$225.00
12508 S PAWNEE	GUTTERS	\$150.00
12120 S. 87 <sup>TH</sup> STREET	CONCRETE	\$225.00
43 OLD CREEK ROAD	DEMO	\$5,150.00
12601 S. 83 <sup>RD</sup> AVENUE	ROOF	\$225.00
81 OLD CREEK ROAD	DECK	\$225.00
12313 S ELM STREET	POOL	\$5,036.45
	<b>TOTAL</b>	<b>\$21,297.70</b>
	<b>PREVIOUS REPORT</b>	<b>\$342,690.59</b>
	<b>YEAR TO DATE</b>	<b>\$363,988.29</b>

Here are some VOPP guidelines to consider for your upcoming Halloween plans:

The three most important steps one can take to reduce the spread of the virus are cloth masks (covering the nose and mouth), social distancing and hand washing. All three should continue to be practiced when trick-or-treating...by both the “treater” and the “tricker”

Children who harbor the virus generally have larger viral loads than adults (even if asymptomatic) so attention to reducing their exposure to older adults or those with medical risk factors should be considered... Those porch and front yard lights are off for a reason... please respect that choice. And if you are the “treater”... please use a mask and socially distance. A 3-4 foot section of 2” diameter PVC pipe can effectively serve to distribute treats. Another alternative is to have the treats available on a small table...separated. If you choose to leave candy out for others to take...please don't leave it in a bowl to lessen inadvertent viral contamination.

While outdoor activities generally lessen the effective transmission of the virus- indoor activities, especially involving larger groups of people who don't live together, are known to increase viral exposure. Now is not the time for large parties.

Children should travel in small groups...preferably less than 6... not linger on porches or paths...and be accompanied by an adult who can remind them to wear their cloth masks as well as sanitize between touches.

While the VOPP traditionally has not set hours for trick-or-treating...please be aware that sunset on October 31<sup>st</sup> is at 5:45 PM.



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 12, 2020

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Agreement for Land Acquisition Consulting Services

**BACKGROUND/HISTORY:**

The Village has identified a cost-effective route by which a 16" watermain could be extended from its current location along McCarthy Road just west of Will-Cook Road, to an area west of Bell Road to serve the Western Growth Area properties.

The Village currently has easements and right-of-way (ROW) to extend its water main along McCarthy Road to the centerline of Bell Road. Two options are available to extend the watermain further west: 1) there is ROW along the east side of Bell Road which could be used to extend north along Bell and then cross directly to Cog's property on the west side of Bell Road and then through Cog's property back to McCarthy Road to serve Gleneagles, Mid Iron and Ludwig; 2) the more direct route (and less expensive) would be to use existing ROW, and obtain necessary easements to extend the water main along McCarthy Road to an area approximately 1,530 feet west of the centerline of Bell Road. According to calculations performed by the Village Engineer, the cost of watermain installation under the second scenario, to extend along McCarthy to an area west of Bell Road could cost \$800,000 - \$900,000 less than construction of a watermain using scenario 1. Scenario 2 is the preferred and least expensive route due to the pipe length being roughly two times (2x) longer if using the route under scenario 1.

In an effort to secure a path to extend the future Village watermain west of Bell Road, there are four identified parcels in which easements would be needed. As shown in the maps attached to this memorandum, the Village would need to acquire easements from four parcels, two other parcels show dedicated ROW, which ROW may be used to extend the watermain.

Parcel 1 is an approximate 11-acre property at the NWC of Bell and McCarthy Road; this parcel is annexed into the Village of Lemont. Mayor Mahoney has spoken to the property owner who informed the Mayor that the property has recently gone under contract. The property owner is concerned that negotiating an easement with the Village could affect the ultimate sale of the property. It is estimated that the easement value could be \$8,000 - \$10,000, and that the Village could condemn the easement for the public purpose of utility extension should the property owner not wish to cooperate with an easement purchase.

Parcel 2 is owned by an individual who is in unincorporated Lemont Township, it is believed that, if properly approached, an easement could be provided in exchange for a water tap.

Parcel 3 is Com Ed ROW, while dealing with this utility company can be difficult, Com Ed somewhat routinely grants subterranean utility easements in exchange for certain fees.

Parcel 4 is owned by one of the Jemsek's company's and will provide the rights to an easement; the plat of easement and legal work would still need to be accomplished. When constructed, a watermain at Parcel 4 could be extended to serve the Cog Hill properties; it is also directly north of the entrance drive into Gleneagles where the main could be extended for that properties benefit; also extended from Gleneagles to serve the Mid Iron, and Ludwig Farms properties.

Mark Matthewson of Matthewson Right Of Way Company (MROWCO) was contacted to assist with easement acquisition. Mark is an expert used for the above type of acquisitions, including condemnation work. The quote provided by MROWCO is for a not to exceed fee of \$29,000, this includes obtaining title commitments for the parcels, necessary appraisal work, negotiating services and closing services. A breakdown of the compensation can be found under Exhibit B on page 6 of the proposal.

Mark Matthewson is known to the Village Manager through prior work the consultant performed for the Village of Orland Park. This work was for ROW acquisition near 143<sup>rd</sup> and LaGrange Road. The project acquisitions were successfully completed. There are a few consultants who specialize in ROW acquisition; these firms are usually contractors to various units of government namely counties and municipalities and are subcontractors to engineering firms working on roadway projects. Matthewson ROW is a small firm with low overhead as opposed to some consultants who work for larger firms. Mark has a good understanding of the area as he grew up, and currently lives in the south suburbs. Mr. Matthewson's resume may be found on the last pages of this packet.

Monies for easement acquisition, and acquisition consulting services may be taken from the Village's Water Fund.

**RECOMMENDED MOTION:**

**I Move to Approve Executing an Agreement for Land Consulting Services for the McCarthy Road Watermain Extension Project with Matthewson Right Of Way Company at a cost not to exceed \$29,000.**

**AGREEMENT FOR  
LAND ACQUISITION CONSULTING SERVICES**

**Village of Palos Park  
McCarthy Road Watermain Extension Project**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602 and the Village of Palos Park (VILLAGE), whose address is 8999 West 123<sup>rd</sup> Street, Palos Park, Illinois 60464.

MROWCO shall provide to the Village of Palos Park (VILLAGE), consulting services for the acquisition of right of way for the McCarthy Road Watermain Extension project (PROJECT).

The PROJECT shall consist of the acquisition of approximately 4 parcels.

MROWCO shall perform the following services:

1. Title Commitments
2. Appraisals
3. Negotiations
4. Closings

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

VILLAGE shall compensate MROWCO for the services provided on behalf of the VILLAGE under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement for project cost and fees is not to exceed \$29,000.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 22<sup>nd</sup> day of September, 2020.

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Mathewson Right of Way Company

Village of Palos Park

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

Mark D. Mathewson  
President

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

John Mahoney  
Mayor

## EXHIBIT A: SCOPE OF SERVICES

MROWCO agrees to perform, at the direction of VILLAGE, the following services:

1. Title Commitments
2. Appraisals
3. Negotiations
4. Closings

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### APPRAISALS

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the VILLAGE'S concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the VILLAGE for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the VILLAGE.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the VILLAGE. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the VILLAGE.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the VILLAGE.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

## NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the VILLAGE's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the VILLAGE must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the VILLAGE as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the VILLAGE on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO'S Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO'S written report shall also include its recommendation for further procedure towards acquiring the parcel. The VILLAGE may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the Village Attorney's Office to proceed with preparation of a condemnation petition. In any case, the VILLAGE reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the VILLAGE. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the VILLAGE, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the VILLAGE due to new parcel information supplied by the VILLAGE to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Village of Palos Park  
McCarthy Road Watermain Extension Project  
Agreement for Land Acquisition Consulting Services

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for at the then current firm rates.

**EXHIBIT B: COMPENSATION**

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

Parcel	Title Commitment	Appraisal	Negotiation	Closing	Total
22-26-201-006	\$750.00	\$2,500.00	\$4,000.00	\$1,500.00	\$8,750.00
22-26-201-012	\$750.00	\$2,500.00	\$4,000.00	\$1,000.00	\$8,250.00
22-26-201-001	\$750.00	\$2,500.00*	\$4,000.00	\$1,000.00	\$8,250.00
22-26-202-002	\$750.00		\$2,000.00	\$1,000.00	\$3,750.00
	\$3,000.00	\$7,500.00	\$14,000.00	\$4,500.00	\$29,000.00

\*If owner accepts tap on waiver for easement, no appraisal will be required.

Total project cost and fees shall not exceed \$29,000.00.

MROWCO shall advance funds to cover direct expenses related to the project. These expenses shall include but not be limited to, title company expenses for title insurance fees, document copy fees, recording fees, partial release fees, land trustee fees, escrow fees, shipping and the like. VILLAGE shall reimburse MROWCO for the actual cost of the direct expenses.

In the event that deposition or court attendance is required, it shall be invoiced at a rate of \$250.00 per hour and is not included in the Not to Exceed Contract cap above.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

## EXHIBIT C: TERMS AND CONDITIONS

### 1. Parcels

The VILLAGE shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### 2. Termination

VILLAGE may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the VILLAGE; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by VILLAGE accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the VILLAGE prior to the date of said termination.

### 3. Project Materials

- a. It is understood and agreed that the VILLAGE shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to VILLAGE. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to VILLAGE. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of VILLAGE when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the VILLAGE. MROWCO'S parcel files shall be available for inspection or review of its contents by VILLAGE, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless VILLAGE requests to the contrary.

### 4. Records Preservation

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount,

recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the VILLAGE Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### 5. Consultant Certifications and Representations

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the VILLAGE under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the VILLAGE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

## 6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the VILLAGE accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability.

## 7. Indemnity

MROWCO will indemnify and hold harmless the VILLAGE from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## 8. Insurance

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. VILLAGE shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by VILLAGE shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

VILLAGE shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

## 9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

## 10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

## 11. Transferability

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the VILLAGE accepting this AGREEMENT.

## **12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by VILLAGE or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

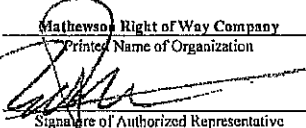
For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson, Right of Way Company  
Printed Name of Organization

  
Signature of Authorized Representative

\_\_\_\_\_  
Requisition/Contract/Grant  
ID Number

Mark D. Mathewson, President  
Printed Name and Title

September 22, 2020  
Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**  
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

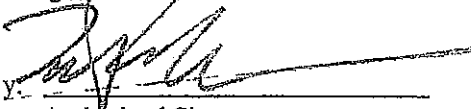
Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the CONSULTANT agrees to the provisions as written. Upon acceptance by the LPA, this Contract shall be governed by Illinois law.

For the CONSULTANT:

Mathewson Right of Way Company  
30 North LaSalle Street, Suite 2400  
Chicago, IL 60602

By:   
Authorized Signature

September 22, 2020

FEIN: 20-3870734

Telephone: (312) 676-2900

For the LPA:

Village of Palos Park

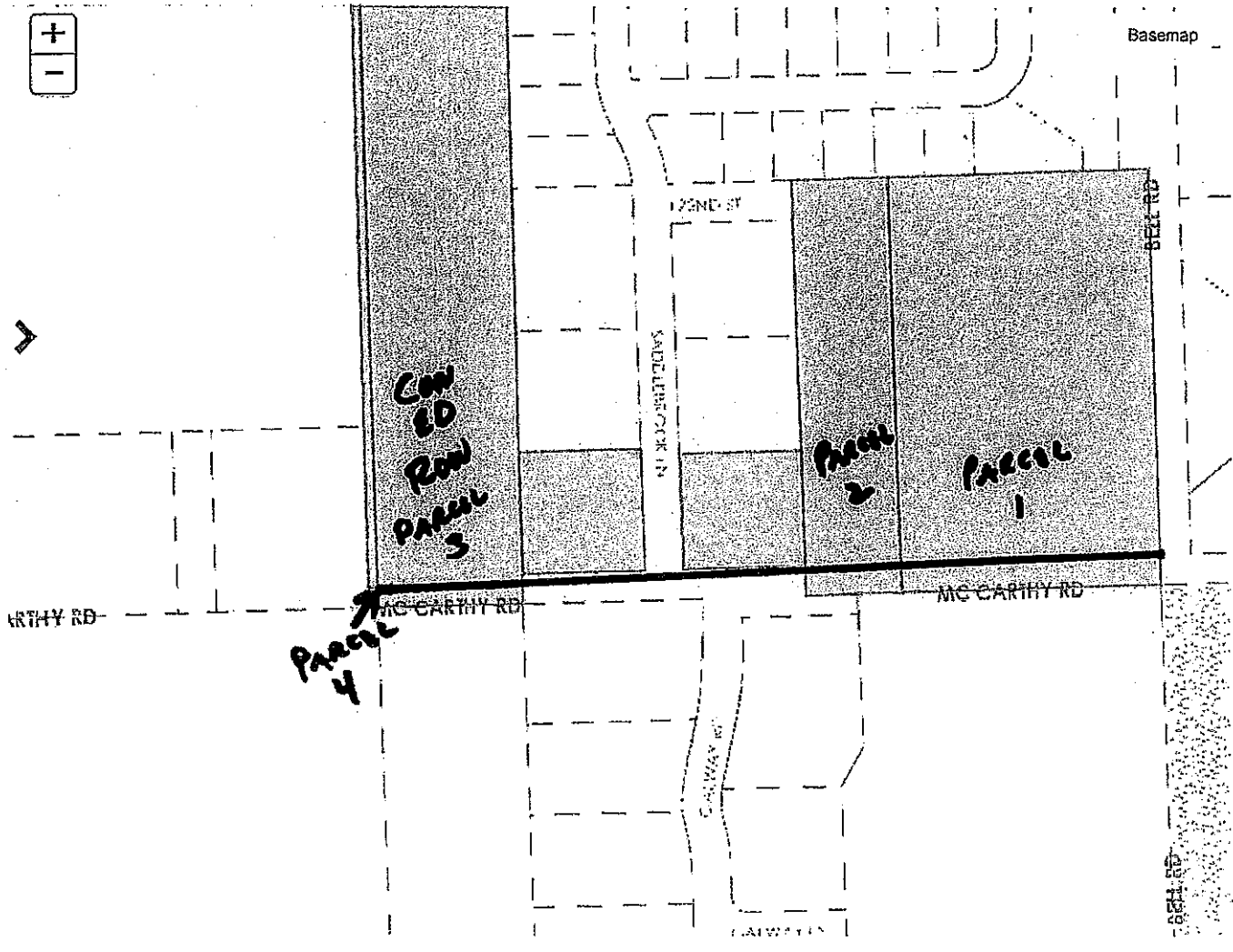
By: \_\_\_\_\_  
John Mahoney  
Mayor

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

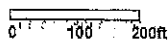


measure subject parcel street city

Basemap



WATERLINE EASEMENT



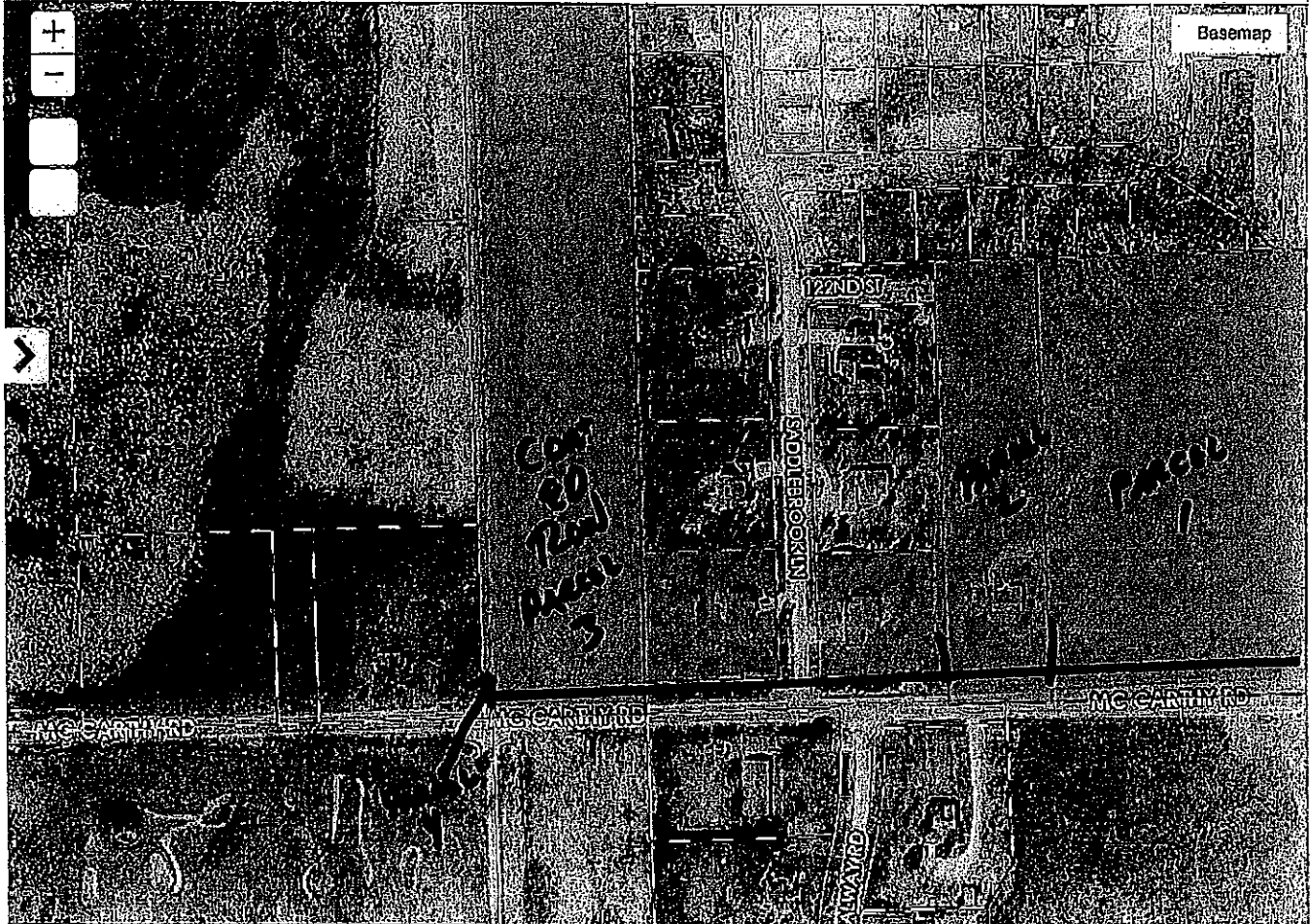


measure

select parcels

print map

layers



WATERLINE EASEMENT



## Mark D. Mathewson

President

Mark D. Mathewson founded Mathewson Right of Way Company in 2006 with a mission of providing the highest quality land acquisition services in the State of Illinois.

Mr. Mathewson is a licensed attorney and has worked in the land acquisition field since 1987. During his career he has acquired thousands of parcels of property across much of the State of Illinois. Mr. Mathewson remains one of the most highly qualified and experienced negotiators in Illinois. Further, Mr. Mathewson provides project management capabilities that result in projects being completed in a timely and budget conscious manner.

Mr. Mathewson has been on the list of Approved Negotiators published by the Illinois Department of Transportation since it was first prepared in 1989.

## Education

Juris Doctor, 1985  
Loyola University of Chicago, School of Law

B.S. Political Science, 1982  
Loyola University of Chicago

## Professional Registrations

Attorney at Law; Admitted to the State of Illinois Bar, November 7, 1985  
IDOT Approved Fee Negotiator

## Areas of Concentration

Right of Way Consulting & Project Management  
Negotiations  
Relocation Assistance

## Representative Projects

### Provided land acquisition negotiation services for the following projects

- *FAP 310 (IL 255) Turn-Key Project, 75 parcels; Illinois Department of Transportation – District 8*
- *IL Route 32/33 Effingham, 46 parcels acquired by negotiation (no condemnation); Illinois Department of Transportation – District 7*
- *IL Route 13/15 Freeburg, 76 parcels; Illinois Department of Transportation – District 8*
- *Hillside Strangler (I-290), 99 parcels; Illinois Department of Transportation – District 1*
- *Wacker Drive Reconstruction, 2 parcels acquired by negotiation (\$2 million); Chicago Department of Transportation*
- *Naperville Road at East-West Tollway, 1 parcel acquired by negotiation (\$3.75 million); DuPage County Division of Transportation*

### Provided land acquisition negotiation services for the following State Agencies

- Illinois Department of Transportation, District 1
  - Illinois Department of Transportation, District 4
  - Illinois Department of Transportation, District 7
  - Illinois Department of Transportation, District 8
  - Illinois Tollway
-



**Mark D. Mathewson**

President

**Representative Projects (Continued)**

**Provided land acquisition negotiation services for the following County Agencies**

- Cook County
- DuPage County (Appointed Special Assistant State's Attorney, 1998)
- Kane County
- McHenry County
- Will County

**Provided land acquisition negotiation services for the following Local Agencies**

- |                                                           |                           |
|-----------------------------------------------------------|---------------------------|
| ● Village of Addison                                      | ● Village of Johnsborg    |
| ● Village of Arlington Heights                            | ● City of Lockport        |
| ● Village of Beecher                                      | ● Village of Matteson     |
| ● Village of Bensenville                                  | ● Village of Monee        |
| ● Village of Berkeley                                     | ● Village of Morton Grove |
| ● Village of Buffalo Grove                                | ● Village of Northbrook   |
| ● Village of Bull Valley                                  | ● Village of Oak Brook    |
| ● Village of Cary                                         | ● City of Oak Forest      |
| ● City of Chicago (Special Assistant Corporation Counsel) | ● Village of Orland Park  |
| ● Town of Cicero                                          | ● Village of Palatine     |
| ● City of Country Club Hills                              | ● Village of Plainfield   |
| ● Village of Crete                                        | ● Village of Robbins      |
| ● City of Crystal Lake                                    | ● Village of Romeoville   |
| ● Village of Deerfield                                    | ● Village of Schaumburg   |
| ● Village of Elk Grove Village                            | ● Village of Sugar Grove  |
| ● Village of Evergreen Park                               | ● Village of Vernon Hills |
| ● Village of Fox Lake                                     | ● City of West Chicago    |
| ● Village of Franklin Park                                | ● Village of Westmont     |
| ● Village of Glen Ellyn                                   | ● City of Wheaton         |
| ● Village of Gurnee                                       | ● Village of Winfield     |
| ● Village of Homewood                                     | ● Village of Woodridge    |
| ● Village of Itasca                                       | ● City of Woodstock       |