

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 2/5/2021

Monday, February 8, 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 January 25, 2021

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 pass a Resolution for Construction on State Highways – the resolution allows for permit work to be performed by employees of a municipality in lieu of a surety bond for a period of two years. The resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits

B. To approve payment of invoices on the Warrant List dated February 8, 2021 in the amount of \$86,208.70

C. To approve the Supplemental Warrant List dated February 8, 2021 for manual checks, payroll, and recurring wire transfers in the amount of \$396,100.49

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

10) INFORMATION & UPDATES

A. Public Works and Streets, Recreation Report

1. To approve the proposal from Heat Engineering to replace the two heating units at the Public Works Garage in the amount of \$7,736.00
2. To waive the bidding process and approve the First Amendment to Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract with Republic Services of Crestwood. Republic Services and the Village team are proposing a (five) 5 year contract with a term beginning April 1, 2021 through March 31, 2026

B. Building and Public Property Report

1. Building Department Report

2. To approve Ordinance 2021-02, an Ordinance amending Ordinance No. 2019-16, adopted August 12, 2019, and previously amended by Ordinance No. 2019-26, to allow for a minor amendment to an approved commercial planned development in the B-1 Limited Retail Business District (12300 S. LaGrange Road and 9540 W. 123rd Street). The ordinance states Wu & Tran Palos Park LLC is requesting a minor amendment to the original Ordinance for their restaurant to alter the roof in two places, changing from a flat roof to a gable roof in one area, and from a hip roof to a gable roof in another area. In addition, the applicant is now proposing to increase the outdoor dining area in light of the COVID-19 restrictions on indoor dining

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

E. Mayor's Report

F. Clerk's Report

G. Manager's Report

1. To approve the mat delivery service contracts for the Kaptur Center, Metra Station, and Recreation Center for a 60-month period (26 deliveries per year) with Roscoe in the annual amount of \$8,244.60

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

MINUTES OF THE BOARD OF COMMISSIONERS' MEETING

HELD ON JANUARY 25, 2021

Due to the Disaster Declaration issued by the Governor of the State of Illinois relative to the COVID-19 pandemic, the Village Council meeting was held by teleconference. Mayor Mahoney has determined that an in-person meeting of the Village Council, or a meeting conducted under the Open Meetings Act requirements, relative to a quorum of the members of the Village Council having to be physically present at a meeting when some members of the Village Council are participating remotely, is not practical or prudent because of the disaster.

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, January 25, 2021. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call remotely were Commissioners Milovich-Walters, Reed, Polk, and Pavlatos. Mayor Mahoney was physically present.

Also in attendance remotely was Marie Arrigoni, Village Clerk; physically present were Rick Boehm, Village Manager; Tom Bayer, Village Attorney. Attending remotely were Allen Altic, Finance Director; Lauren Pruss, Community Development Director; physically present were Joe Miller, Police Chief; Kathie May, Community Development Coordinator, and Lisa Boyle, Deputy Clerk.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JANUARY 11, 2021: Commissioner Milovich-Walters moved, seconded by Commissioner Reed, to approve the minutes of the Regular Council Meeting held on January 11, 2021 as presented.

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

AYES: -5- Commissioners Reed, Pavlatos, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -0-

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 Reed moved, seconded by Commissioner Pavlatos to:

- A. approve payment to PATSE Bus Service for 69 rides provided to Palos Park residents from May 1, 2019 to April 30, 2020 in the amount of \$666.54
- B. approve payment of invoices on the Warrant List dated January 25, 2021 in the amount of \$110,399.13

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

AYES: -5- Commissioners Reed, Pavlatos, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -0-

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS: None

INFORMATION & UPDATES:

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

STREET SIGN REPLACEMENT IN THE VILLAGE: Commissioner Milovich-Walters presented two proposals from Traffic Control & Protection, Inc. to replace street signs in the Village. Every couple of years, the Public Works Department replaces street signs in sections of the Village to meet the new reflective requirements of the Federal Government. This project would include 35 street signs with new powder coated poles and brackets along LaGrange Road and areas west of 104th Avenue near Wolf Road.. The total cost for the material for LaGrange Road is \$4,830.30 and the cost for the areas near Wolf Road is \$8,816.45. In fiscal year 2020/2021 budget, \$17,500.00 was put in the MFT fund to replace street signs.

Commissioner Milovich-Walters moved, seconded by Commissioner Pavlatos, to approve the two (2) proposals from Traffic Control & Protection, Inc., in the amount to \$13,646.75 to replace street signs in the Village.

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

AYES: -5- Commissioners Milovich-Walters, Pavlatos, Reed, Polk and Mayor Mahoney

NAYS: -0-

ABSENT: -0-

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

BUILDING PERMITS: Commissioner Reed reminded residents as they think about possible home remodeling, additions, fencing or other projects, please feel free to contact the Building Department to help assist in planning your project at 708-671-3730.

BUILDING DEPARTMENT REPORT: Commissioner Reed reported the Building Department processed Ten (10) permits from January 8, 2021 - January 20, 2021 resulting in \$11,817.20 in permit fees. Twelve (12) inspections were completed during this period. Year to date total \$397,808.02.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 2,106 calls for service from January 11, 2021 through January 24, 2021. Palos Park Police also issued 41 adjudication tickets, 2 traffic tickets, 17 written warnings, 24 verbal warnings, completed 25 case reports, arrested 1 adults, 0 juveniles, 0 impounds, 11 senior checks, 18 citizen assists. Community contact hours are ongoing.

NATIONAL MENTORING MONTH: Commissioner Polk informed residents that January is National Mentoring Month. The Police Department is taking this opportunity to publicize the importance of

mentoring and mentoring programs like their academic partnerships with colleges and universities and the Police Cadet program.

BE THE BRIDGE CAMPAIGN: Commissioner Polk presented a community outreach program with the hashtag #bethebridge. It empowers the Palos Park Police officers to serve as ambassadors on every shift to help build relationships and continue the work of bridging any gaps that exist between officers and the community.

COMMISSIONER OF ACCOUNTS AND FINANCES, JAMES PAVLATOS: Commissioner Pavlatos had no formal report this evening.

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

CLERK'S REPORT: Clerk Arrigoni had no formal report this evening.

MANAGER'S REPORT: Manager Boehm had no formal report this evening.

CITIZENS AND VISITORS COMMENT PERIOD: None

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Reed moved, seconded by Commissioner Pavlatos, to adjourn the meeting at 7:48 p.m.

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

AYES: -5- Commissioners Reed, Pavlatos, Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -0-

Respectfully submitted,

Lisa M. Boyle
Deputy Village Clerk



VILLAGE OF
PALOS PARK

JOHN F. MAHONEY
Mayor

JAMES PAVLATOS
Accounts & Finances

NICOLE MILOVICH-WALTERS
Public Works & Streets, Recreation

DAN POLK
Public Health & Safety

G. DARRYL REED
Building & Public Property

MARIE ARRIGONI
Village Clerk

RICHARD B. BOEHM
Village Manager

RESOLUTION NO. 2021-R-01

RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

WHEREAS, the Village of Palos Park, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY

PASSED by the Village Council of the Village of Palos Park, Illinois, this 8th day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Palos Park, Illinois, this 8th day of February, 2021.

John F. Mahoney
Mayor

ATTEST:

Marie Arrigoni
Village Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

January 21, 2021

The Honorable John F. Mahoney
Mayor
Village of Palos Park
8999 West 123rd Street
Palos Park, IL 60464

Dear Mayor Mahoney:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

The Honorable John F. Mahoney
January 21, 2021
Page two

RE: RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator, at (847) 705-4142 if you have any question or need further assistance.

Very truly yours,

Jose Rios, P.E.
Engineer of Operations

By:  B H
Thomas G. Gallenbach, P.E.
Traffic Permit Engineer

THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR FEBRUARY 08, 2021

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

MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

DATE: 02/02/21
 TIME: 14:49:00
 ID: AP441000.WOM

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
IST00001 1ST AYD CORPORATION								
PSI423656	02/02/21	01	FACE MASKS, DSNFCTNG WIPES 50%	0127916711			02/08/21	95.80
		02	FACE MASKS, DSNFCTNG WIPES 50%	0124707300				95.80
		03	HAND SANITIZER 50%	0127936711				39.12
		04	HAND SANITIZER 50%	0127916711				39.12
		05	SEEPING COMPOUND	0127936711				81.50
		06	FOAM SOAP-PARTIAL	0127936711				111.68
		07	FOAM SOAP-PARTIAL	0127916711				131.18
INVOICE TOTAL:								594.20
VENDOR TOTAL:								594.20
AAT0001 A & A AUTO TRUCK SERVICE INC								
63763	01/28/21	01	UNIT#42 WINCH UNIT OFF & RECVR	0124606700			02/08/21	550.00
INVOICE TOTAL:								550.00
VENDOR TOTAL:								550.00
ALT00004 ALTORFER INDUSTRIES, INC								
PM800015172	01/28/21	01	FUEL TANK F/PRTBL GNRFR/GARAGE	5124808010			02/08/21	1,390.00
INVOICE TOTAL:								1,390.00
VENDOR TOTAL:								1,390.00
ALT00005 ALLEN ALTC								
2021 BOND REFUNDING	01/28/21	01	REIMB F/UPS SHP 2021 BND RFNDG	5224707040			02/08/21	41.75
INVOICE TOTAL:								41.75
VENDOR TOTAL:								41.75
AME00008 AMERICAN LEGAL PUBLISHING CORP								
6365, 6425	02/02/21	01	JAN2021 S-31 EDITING	0120606580			02/08/21	90.00
		02	JAN2021 S-31 FOLIO/INTRNT EDIT	0120606580				9.75
INVOICE TOTAL:								99.75
VENDOR TOTAL:								99.75

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ASC00001	ASCAP							
210120	01/28/21	01	LCNSNG ASCAP 2021 AUTMN IN PRK	0120606990			02/08/21	367.00
								367.00
								VENDOR TOTAL: 367.00
ATK00001	A.T. KULOVITZ & ASSOCIATES, IN							
21-100	01/28/21	01	4 BULLET PROOF VESTS	0122707300			02/08/21	2,810.00
								2,810.00
								VENDOR TOTAL: 2,810.00
ATT00001	AT&T							
7084489542	01/28/21	01	LOCAL DSL 1/19/21-2/18/21	0120707200			02/08/21	421.75
								421.75
								VENDOR TOTAL: 421.75
AUT00002	AUTO SPA							
92020102	01/28/21	01	TRUCK WASH ON 12/28/20	5224606700			02/08/21	6.25
								6.25
								VENDOR TOTAL: 6.25
BAX00001	BAXTER & WOODMAN, INC.							
0219917	01/28/21	01	PRJT201058.30 RSK&RSLNC ASSMNT	5224606990			02/08/21	2,550.00
								2,550.00
								VENDOR TOTAL: 2,550.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL							
2102	02/02/21	01	EMPLYR HEALTH INSUR/FEB2021	0120505310			02/08/21	3,672.18
		02	EMPLYR HEALTH INSUR/FEB2021	0122505310				10,637.14
		03	EMPLYR HEALTH INSUR/FEB2021	0124505310				2,321.51
		04	EMPLYR HEALTH INSUR/FEB2021	0125505310				1,623.86

DATE: 02/02/21
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-- Village of Palos Park --
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2102	02/02/21	05	EMPLYR HEALTH INSUR/FEB2021	0126505310			02/08/21	1,393.32
		06	EMPLYR HEALTH INSUR/FEB2021	1100505310				1,188.44
		07	EMPLYR HEALTH INSUR/FEB2021	5124505310				1,304.26
		08	EMPLYR HEALTH INSUR/FEB2021	5224505310				4,288.45
		09	EMPLOYEE HEALTH/FEB2021-AD	0100000502				918.05
		10	EMPLOYEE HEALTH/FEB2021-PA	0100000502				1,882.56
		11	EMPLOYEE HEALTH/FEB2021-PO	0100000502				2,587.74
		12	EMPLOYEE HEALTH/FEB2021-PW	0100000502				524.66
		13	EMPLOYEE HEALTH/FEB2021-BD	0100000502				405.97
		14	EMPLOYEE HEALTH/FEB2021-KC	0100000502				312.56
		15	EMPLOYEE HEALTH/FEB2021-LB	1100000502				297.12
		16	EMPLOYEE HEALTH/FEB2021	5100000502				326.07
		17	EMPLOYEE HEALTH/FEB2021	5200000502				1,016.40
INVOICE TOTAL:								34,700.29
VENDOR TOTAL:								34,700.29
CAR00004 CARGILL INC.								
2905949124	01/28/21	01	100.47TON BLK RD SALT 1/20/21	2424707700			02/08/21	5,121.97
INVOICE TOTAL:								5,121.97
VENDOR TOTAL:								5,121.97
2905952807	01/28/21	01	552.85 TON BLK RD SALT 1/21/21	2424707700			02/08/21	2,694.29
INVOICE TOTAL:								2,694.29
VENDOR TOTAL:								7,816.26
CAS0001 CASH								
210202	02/02/21	01	ADM KITCHEN SUPPLIES & CARD	0120707990			02/08/21	12.44
		02	ILCWA VIRTUAL CONFERENCE/BOEHM	0120606810				50.00
INVOICE TOTAL:								62.44
VENDOR TOTAL:								62.44
CIN00001 CINTAS								
4073275448	01/28/21	01	TOWELS	0124606990			02/08/21	8.55

DATE: 02/02/21
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 DETAIL BOARD REPORT

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CIN00001 CINTAS								
4073275448	01/28/21	02	UNIFORM RNTL W/E 01/18/21	5124707300			02/08/21	51.13
		03	UNIFORM RNTL W/E 01/18/21	0124707300				86.40
			INVOICE TOTAL:					146.08
4073923167	01/28/21	01	TOWELS, MATS	0124606990			02/08/21	68.79
		02	UNIFORM RNTL W/E 01/25/21	5124707300				51.13
		03	UNIFORM RNTL W/E 01/25/21	0124707300				86.40
			INVOICE TOTAL:					206.32
4074600353	02/02/21	01	TOWELS	0124606990			02/08/21	8.55
		02	UNIFORM RNTL W/E 02/01/21	5224707300				51.13
		03	UNIFORM RNTL W/E 02/01/21	0124707300				86.40
			INVOICE TOTAL:					146.08
			VENDOR TOTAL:					498.48
COM00017 COM ED								
210127	02/02/21	01	12/28/20-1/27/21 12900 LAGRANG	0124606731			02/08/21	42.69
			INVOICE TOTAL:					42.69
			VENDOR TOTAL:					42.69
CON00010 CONCENTRIC INTERGRATION LLC								
0219916	01/28/21	01	PRJ190769.50 MAIN PMP STATION	5224606990			02/08/21	6,750.00
			INVOICE TOTAL:					6,750.00
			VENDOR TOTAL:					6,750.00
COO00008 COOK COUNTY CLERK'S OFFICE								
210128	01/28/21	01	NOT LIEN/UTILITY 23261110040000	5224606570			02/08/21	93.00
			INVOICE TOTAL:					93.00
			VENDOR TOTAL:					93.00
COO00001 G COOPER OIL COMPANY INC								

DATE: 02/02/21
 TIME: 14:49:00
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-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
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COO0001 G COOPER OIL COMPANY INC

767922	01/28/21	01	27% DIESEL DELIVERY 1/18/21	5224707080			02/08/21	481.17	
		02	13% DIESEL DELIVERY 1/18/21	5124707080				231.67	
		03	60% DIESEL DELIVERY 1/18/21	0124707080				1,069.27	
								INVOICE TOTAL:	1,782.11
								VENDOR TOTAL:	1,782.11

COR00011 CORE & MAIN LP

N633189	01/28/21	01	2" SERVICE BOX TAP	5224606750			02/08/21	340.00	
								INVOICE TOTAL:	340.00
								VENDOR TOTAL:	340.00

DEA00004 DEARBORN NATIONAL LIFE

2102	01/28/21	01	VOLUNTARY LIFE/FEB 2021	0100000202			02/08/21	406.34	
		02	LIFE INSURANCE/FEB 2021	0120505320				38.02	
		03	LIFE INSURANCE/FEB 2021	0122505320				118.80	
		04	LIFE INSURANCE/FEB 2021	0124505320				43.20	
		05	LIFE INSURANCE/FEB 2021	0125505320				21.38	
		06	LIFE INSURANCE/FEB 2021	0126505320				21.60	
		07	LIFE INSURANCE/FEB 2021	0129505320				10.80	
		08	LIFE INSURANCE/FEB 2021	1100505320				21.60	
		09	LIFE INSURANCE/FEB 2021	5224505320				66.42	
								INVOICE TOTAL:	748.16
								VENDOR TOTAL:	748.16

DOY00005 JOHN DOYLE

191127	01/28/21	01	OVRPYMT FNL BILL/ 9116 120TH	5224707400			02/08/21	5.17	
								INVOICE TOTAL:	5.17
								VENDOR TOTAL:	5.17

EBE0001 PALOS ACE HARDWARE

202989	01/28/21	01	BLEACH, CLEANBOWL, KNIFE, BAGS	5224606711			02/08/21	33.31	
								INVOICE TOTAL:	33.31

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-- Village of Palos Park --
 DEFAULT BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT

EBE0001	PALOS ACE HARDWARE	01/28/21	01	ADAPTER, ANTI-FREEZE, PVC CAP	0127916780			02/08/21	17.88
203050									17.88
									INVOICE TOTAL:
									VENDOR TOTAL:
									51.19
ENV0001	ETP LABS INC	02/02/21	01	COLIFORM SAMPLES 12/2 & 12/16	5224606620			02/08/21	60.00
21-134985									60.00
									INVOICE TOTAL:
									VENDOR TOTAL:
									60.00
FED0002	FEDEX	02/02/21	01	FED EX DLVRY TO MORTON GROVE	0122707090			02/08/21	33.78
7-257-78535									33.78
									INVOICE TOTAL:
									VENDOR TOTAL:
									23.01
7-257-78535A		02/02/21	01	RTN DOCUMENT/SHPG FEE F/RCDNG	0120606990			02/08/21	23.01
									INVOICE TOTAL:
									VENDOR TOTAL:
									56.79
GAL0002	GALLS, LLC	01/28/21	01	U/A HUGHES-1 PAIR OF BOOTS	0122707300			02/08/21	152.99
017369135									152.99
									INVOICE TOTAL:
									VENDOR TOTAL:
									152.99
HAW00004	HAWK BRIDGEVIEW	01/28/21	01	TAG#31 GMC DUMP SPORD FS HO	0124606700			02/08/21	457.60
157532									457.60
									INVOICE TOTAL:
									VENDOR TOTAL:
									457.60
HEA0002	THE HEAT ENGINEERING COMPANY	02/02/21	01	AHU#3 REPAIRS AND TESTING	0127916712			02/08/21	805.53
190664									805.53
									INVOICE TOTAL:
									VENDOR TOTAL:
									805.53

DATE: 02/02/21
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-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT

INT00019 INTERSTATE BILLING SERVICE,								
3022074064	01/28/21	01	TAG#1 INC DMP SNSR ASY CAM/CRK	0124606700			02/08/21	154.59
								154.59
								154.59
KAR00008 NICHOLAS W KARAS								
210106	02/02/21	01	ADJUDICATION JANUARY 6, 2021	0122606540			02/08/21	400.00
								400.00
								400.00
KLE0001 KLEIN, THORPE, AND JENKINS LTD								
210126	02/02/21	01	LEGAL FEES/DEC2020	0120606540			02/08/21	1,908.60
		02	LEGAL FEES/DEC2020	0120606540				1,127.00
		03	LEGAL FEES/DEC2020	0122606540				1,187.00
		04	LEGAL FEES/DEC2020	0125606540				1,804.00
		05	LEGAL FEES/DEC2020	0129606540				154.00
								6,180.60
								6,180.60
LAU00003 LAUTERBACH & AMEN, LLP								
51622	01/28/21	01	POLICE PENSION MNCPL RPT	0129606565			02/08/21	550.00
								550.00
								550.00
MAT00013 MATHEWSON RIGHT OF WAY CO.								
20-0310-02	02/02/21	01	0001(PIN 22-26-201-006 CAVALLLO	5224707990			02/08/21	2,500.00
		02	0002(22-26-201-012 FLORYNSKI	5224707990				2,500.00
		03	0003(PIN 22-26-201-001 COM ED	5224707990				2,500.00
								7,500.00
								7,500.00
MEN00005 MENARDS								

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-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MEN00005	02/02/21	01	WATER	0126707010			02/08/21	2.18
		02	TWL, MP HD, BLCH, DGRSR, FRSHNR	0127927760				45.26
								INVOICE TOTAL: 47.44
								VENDOR TOTAL: 47.44

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MET00008	02/02/21	01	EMPLOYER DENTAL/FEB2021	0120505310			02/08/21	225.29
		02	EMPLOYER DENTAL/FEB2021	0122505310				720.51
		03	EMPLOYER DENTAL/FEB2021	0124505310				155.54
		04	EMPLOYER DENTAL/FEB2021	0125505310				93.79
		05	EMPLOYER DENTAL/FEB2021	0126505310				87.97
		06	EMPLOYER DENTAL/FEB2021	1100505310				57.88
		07	EMPLOYER DENTAL/FEB2021	5124505310				103.09
		08	EMPLOYER DENTAL/FEB2021	5224505310				281.40
		09	EMPLOYEE DENTAL/FEB2021-AD	0100000502				56.32
		10	EMPLOYEE DENTAL/FEB2021-PA	0100000502				36.17
		11	EMPLOYEE DENTAL/FEB2021-PO	0100000502				180.11
		12	EMPLOYEE DENTAL/FEB2021-PW	0100000502				38.88
		13	EMPLOYEE DENTAL/FEB2021-BD	0100000502				23.45
		14	EMPLOYEE DENTAL/FEB2021-RC	0100000502				21.99
		15	EMPLOYEE DENTAL/FEB2021-LB	1100000502				14.46
		16	EMPLOYEE DENTAL/FEB2021	5100000502				25.77
		17	EMPLOYEE DENTAL/FEB2021	5200000502				70.34
								INVOICE TOTAL: 2,192.96
								VENDOR TOTAL: 2,192.96

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MET00001	01/28/21	01	JAN2021METRO CLOUD DATA SRVC	5124606990			02/08/21	150.00
								INVOICE TOTAL: 150.00
								VENDOR TOTAL: 150.00

MON00002 MONROE TRUCK EQUIPMENT, INC.

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-- Village of Palos Park --
 DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MONROE TRUCK EQUIPMENT, INC.									
331820	02/02/21	01		TAG#427 RING FOR TANK	0124606700			02/08/21	73.99
				INVOICE TOTAL:					73.99
332156	02/02/21	01		TAG#1&2 FLTR, INDCTR, CP, CNSTR	0124606700			02/08/21	250.24
				INVOICE TOTAL:					250.24
332172	02/02/21	01		TAG#2 IHC DUMP, RDCR, PP, FTNG	0124606700			02/08/21	12.74
				INVOICE TOTAL:					12.74
				VENDOR TOTAL:					336.97
NICOR GAS									
210114	01/28/21	01		12/14/20-01/13/21 8201 RT83	5124606410			02/08/21	40.19
				INVOICE TOTAL:					40.19
210129	02/02/21	01		12/31/20-1/28/21 121ST&SW HWY	5224606410			02/08/21	239.00
				INVOICE TOTAL:					239.00
				VENDOR TOTAL:					279.19
OFFICE CONNECTION									
744696-0	01/28/21	01		CLNDR, HTR, MRKRS, CLPS, BNDR	0120707010			02/08/21	213.24
				INVOICE TOTAL:					213.24
745047-0	01/28/21	01		SCSSRS, PPR PLATES, CUPS, LBLs	0120707010			02/08/21	72.52
				INVOICE TOTAL:					72.52
745464-0	01/28/21	01		COCOA, POST-IT NOTES, COPY PPR	0120707010			02/08/21	234.01
				02 TLT TISSUE, PPR TML, BG, INR,	0127917760				429.66
				INVOICE TOTAL:					663.67
745480-0	01/28/21	01		POP UP POST IT NOTES	0120707010			02/08/21	25.70
				INVOICE TOTAL:					25.70
				VENDOR TOTAL:					975.13

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-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
OLI00002 KENNETH OLIVEN								
210120	01/28/21	01	REFUND DEC2020 METRA PLACARD	5300191955			02/08/21	25.00
			INVOICE TOTAL:					25.00
			VENDOR TOTAL:					25.00
RAY0001 RAY O'HERRON CO., INC.								
2083512-IN	02/02/21	01 2	HLSTRS, CUFF, CS,BLT,PNT,PLO	0122707300			02/08/21	560.89
			INVOICE TOTAL:					560.89
			VENDOR TOTAL:					560.89
REG00003 REGIONAL TRUCK EQUIPMENT								
208118	01/28/21	01	TAG#24 655, PLO-STATE COIL CVR	0124606700			02/08/21	30.62
			INVOICE TOTAL:					30.62
			VENDOR TOTAL:					30.62
RTZ00002 RITZA								
50124	02/02/21	01	TAG#31 GMC DUMP-ABSORBER, SHFT	0124606700			02/08/21	601.94
			INVOICE TOTAL:					601.94
51024-1	02/02/21	01	TAG#31 GMC DUMP-ABSORBER	0124606700			02/08/21	56.61
			INVOICE TOTAL:					56.61
			VENDOR TOTAL:					658.55
ROS0001 ROSCOE								
1666564/CI683833	02/02/21	01	METRA/MATS & CREDIT	5324606990			02/08/21	95.20
			INVOICE TOTAL:					95.20
1670482/CI683832	02/02/21	01	MATS/METRA & CREDIT	5324606990			02/08/21	95.20
			INVOICE TOTAL:					95.20
1674420/CI676335	02/02/21	01	METRA/MATS & CREDIT	5324606990			02/08/21	95.92
			INVOICE TOTAL:					95.92

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-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P. O. #	PROJECT	DUE DATE	ITEM AMT
ROS0001	ROSCOE							
1678215	02/02/21	01	METRA/MATS & CREDIT	5324606990			02/08/21	97.03
								97.03
1682099	01/28/21	01	MATS/METRA 1/31/21 & CREDIT	5324606990			02/08/21	95.21
								95.21
1684034	01/28/21	01	MATS/REC & CREDIT	0127926710			02/08/21	18.19
								18.19
								496.75
SUB00002	SUBURBAN TRUCK PARTS							
106353	02/02/21	01	TAG#2 IHC DUMP, HYD OIL	0124606700			02/08/21	323.26
								323.26
								323.26
TIR0001	TIRE SERVICES COMPANY							
260066	02/02/21	01	TAG#31&55 WHL BAL,TR, MNT,VAL	0124606700			02/08/21	413.00
								413.00
								413.00
USP0001	US POSTMASTER							
210128	01/28/21	01	POSTAGE FEB 2021 UB	5224707040			02/08/21	415.00
								415.00
								415.00
VILL0003	VILLAGE OF PALOS PARK							
12/30/2020	02/02/21	01	UB REC 10/20/20-12/30/20	0127927051			02/08/21	112.82
		02	MC CORD 10/20-12/30/20	5420607051				112.82
		03	MC CORD UB 10/20/20-12/30/20	5420607051				246.00
		04	KAC UB 10/20/20-12/30/20	0127917051				214.11

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-- Village of Palos Park --
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INVOICES DUE ON/BEFORE 02/08/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
VIL0003 VILLAGE OF PALOS PARK									
12/30/2020		02/02/21	05	RENTAL HOUSE UB 10/20-12/30/20	0130606990			02/08/21	170.85
INVOICE TOTAL:									856.60
VENDOR TOTAL:									856.60
VSP00001 VSP OF ILLINOIS, NFP									
811387838		01/28/21	01	VSP D. GLAZIER COBRA FEB2021	0100000504			02/08/21	6.80
INVOICE TOTAL:									6.80
VENDOR TOTAL:									6.80
WAL00009 NICOLE MILOVICH- WALTERS									
210208		01/28/21	01	CAFETERIA PLAN 2020	0100000412			02/08/21	401.95
INVOICE TOTAL:									401.95
VENDOR TOTAL:									401.95
TOTAL ALL INVOICES:									86,208.70

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-= Village of Palos Park =-
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00	GENERAL FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	6,631.54
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	406.34
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	356.92
VSP00001	VSP OF ILLINOIS, NFP	40.80	6.80
WAL00009	NICOLE MILOVICH- WALTERS		401.95
	GENERAL FUND		7,803.55
20	ADMINISTRATION DEPARTMENT		
AME00008	AMERICAN LEGAL PUBLISHING CORP	1,870.80	99.75
ASC00001	ASCAP		367.00
ATT00001	AT&T	3,618.74	421.75
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	3,672.18
CAS00001	CASH	1,122.70	62.44
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	38.02
FED0002	FEDEX		23.01
KLE0001	KLEIN, THORPE, AND JENKINS LTD	60,971.76	3,035.60
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	225.29
OFF00008	THE OFFICE CONNECTION	6,787.17	545.47
	ADMINISTRATION DEPARTMENT		8,490.51
22	POLICE DEPARTMENT		
ATK00001	A.T. KULOVITZ & ASSOCIATES, IN		2,810.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	10,637.14
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	118.80
FED0002	FEDEX		33.78
GAL0002	GALLS, LLC	2,109.04	152.99
KAR00008	NICHOLAS W KARAS	2,000.00	400.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	60,971.76	1,187.00
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	720.51
RAY0001	RAY O'HERRON CO., INC.	1,417.27	560.89
	POLICE DEPARTMENT		16,621.11
24	PUBLIC WORKS DEPARTMENT		
1ST00001	1ST AYD CORPORATION	7,635.97	95.80
AAT0001	A & A AUTO TRUCK SERVICE INC		550.00

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-- Village of Palos Park --
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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	2,321.51
CIN00001	CINTAS	6,394.57	345.09
COM00017	COM ED	2,059.41	42.69
COO0001	G COOPER OIL COMPANY INC	8,776.01	1,069.27
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	43.20
HAW00004	HAWK BRIDGEVIEW	101.46	457.60
INT00019	INTERSTATE BILLING SERVICE,	3,487.01	154.59
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	155.54
MON0002	MONROE TRUCK EQUIPMENT, INC.	5,796.98	336.97
REG00003	REGIONAL TRUCK EQUIPMENT	1,336.94	30.62
RIZ00002	RIZZA	2,242.60	658.55
SUB00002	SUBURBAN TRUCK PARTS	3,378.66	323.26
TIR0001	TIRE SERVICES COMPANY	3,597.17	413.00
	PUBLIC WORKS DEPARTMENT		6,997.69
25	BUILDING DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	1,623.86
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	21.38
KLE0001	KLEIN, THORPE, AND JENKINS LTD	60,971.76	1,804.00
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	93.79
	BUILDING DEPARTMENT		3,543.03
26	RECREATION DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	1,393.32
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	21.60
MEN00005	MENARDS	1,732.07	2.18
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	87.97
	RECREATION DEPARTMENT		1,505.07
27	PUBLIC GROUNDS		
1ST00001	1ST AYD CORPORATION	7,635.97	498.40
EBE0001	PALOS ACE HARDWARE	1,267.75	17.88
HEA0002	THE HEAT ENGINEERING COMPANY	14,849.00	805.53
MEN00005	MENARDS	1,732.07	45.26
OFF00008	THE OFFICE CONNECTION	6,787.17	429.66

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DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
27	PUBLIC GROUNDS		
ROS0001	ROSCOE	4,654.24	18.19
VIL0003	VILLAGE OF PALOS PARK	4,500.11	326.93
	PUBLIC GROUNDS		2,141.85
29	FINANCE DEPARTMENT		
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	10.80
KLE0001	KLEIN, THORPE, AND JENKINS LTD	60,971.76	154.00
LAU00003	LAUTERBACH & AMEN,LLP	24,915.00	550.00
	FINANCE DEPARTMENT		714.80
30	SLUIS PROPERTY		
VIL0003	VILLAGE OF PALOS PARK	4,500.11	170.85
	SLUIS PROPERTY		170.85
LIBRARY FUND			
00	LIBRARY FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	1,485.56
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	21.60
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	72.34
	LIBRARY FUND		1,579.50
MFT FUND			
24	MFT FUND		
CAR00004	CARGILL INC.	10,573.92	7,816.26
	MFT FUND		7,816.26
SEWER FUND			
00	SEWER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	326.07

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
00	SEWER FUND		
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	25.77
	SEWER FUND		351.84
24	SEWER FUND		
ALT00004	ALTORFER INDUSTRIES, INC	7,639.81	1,390.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	1,304.26
CIN00001	CINTAS	6,394.57	102.26
COO0001	G COOPER OIL COMPANY INC	8,776.01	231.67
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	103.09
MET0001	METROPOLITAN INDUSTRIES INC	3,470.74	150.00
NIC0001	NICOR GAS	12,585.87	40.19
	SEWER FUND		3,321.47
WATER FUND			
00	WATER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	1,016.40
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	70.34
	WATER FUND		1,086.74
24	WATER FUND		
ALT00005	ALLEN ALTIC		41.75
AUT00002	AUTO SPA	46.25	6.25
BAX00001	BAXTER & WOODMAN, INC.	14,478.10	2,550.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	310,068.65	4,288.45
CIN00001	CINTAS	6,394.57	51.13
CON00010	CONCENTRIC INTERGRATION LLC	34,193.75	6,750.00
COO00008	COOK COUNTY CLERK'S OFFICE	493.00	93.00
COO0001	G COOPER OIL COMPANY INC	8,776.01	481.17
COR00011	CORE & MAIN LP	12,576.28	340.00
DEA00004	DEARBORN NATIONAL LIFE	4,484.96	66.42
DOY00005	JOHN DOYLE		5.17
EBE0001	PALOS ACE HARDWARE	1,267.75	33.31
ENV0001	ETP LABS INC	602.00	60.00
MAT00013	MATHEWSON RIGHT OF WAY CO.	3,000.00	7,500.00
MET00008	METROPOLITAN LIFE INSURANCE CO	13,014.53	281.40

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DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/08/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
24	WATER FUND		
NIC0001	NICOR GAS	12,585.87	239.00
USP0001	US POSTMASTER	4,846.91	415.00
	WATER FUND		23,202.05
COMMUTER LOT FUND			
00	COMMUTER LOT FUND		
OLI00002	KENNETH OLIVEN		25.00
	COMMUTER LOT FUND		25.00
24	COMMUTER LOT FUND		
ROS0001	ROSCOE	4,654.24	478.56
	COMMUTER LOT FUND		478.56
MCCORD FUND			
20			
VIL0003	VILLAGE OF PALOS PARK	4,500.11	358.82
			358.82
TOTAL ALL DEPARTMENTS			86,208.70

**THE VILLAGE OF PALOS PARK
SUPPLEMENTAL WARRANT LIST
FOR FEBRUARY 08, 2021**

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

MAYOR JOHN F. MAHONEY SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

SUPPLEMENTAL WARRANT LIST

February 8, 2021

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

DATE	CHECK#	PAYEE	AMOUNT
TOTALS:			\$0.00

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

Pay Date:		1/7/2021	\$140,777.88
Pay Date:		1/21/2021	135,134.43
TOTALS:			\$275,912.31

RECURRING WIRE TRANSFERS:

DESCRIPTION	TRANSFERRED TO:	AMOUNT
VOPP-Wtr Purch Oak Lawn	Marquette Bank	\$53,612.85
IEPA Reich Loan Pymt		
IEPA Trans Main		
Wex Bank	On-Line	3,566.53
Wow	On-Line	940.53
Wex Gas Purchase	On-Line	58,520.00
American Express	J. P. Morgan Chase Bank	
Dyn.Com		5.00
Ready Refresh		84.28
Canva		1.00
Adobe Acropro		15.93
Sublime Wear USA		101.12
Dyn.Com		5.00
Facebook		25.00
Office Max/Depot		451.47
AT&T		2,035.19
Optics Planet		306.01
Illinois Association		110.00
Adobe Acropro		54.16
Dyn.Com		5.00
Visa	First Midwest Bank	
Bouna		41.72
Freedom Racing Tool & Auto		307.39
TOTALS:		\$120,188.18

TOTAL SUPPLEMENTAL WARRANT LIST:**\$396,100.49**

Payroll Summary

Check Date: 01/07/2021

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VILLAGE OF PALOS PARK (1868)

Process: 2021010701

Pay Period: 12/19/2020 to 01/01/2021

Report Parameters

Process Date Range: 01/07/2021-01 to 01/07/2021-01

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	68	0.00	81,793.83	81,793.83	
	Regular	5	1,470.90	0.00	1,470.90	
Totals		73	1,470.90	81,793.83	83,264.73	→ 83,264.73

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	11	13,629.06	5,473.46	19,102.52	
Totals			11	13,629.06	5,473.46	19,102.52	→ 19,102.52

Total Net Payroll Liability				15,099.96	87,267.29	102,367.25	→ 102,367.25
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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	112,628.21	112,628.21	12,670.29		
FFCRA Medical Premium Credit	36-6006039		Semi-Weekly					
FFCRA Medicare Credit	36-6006039		Semi-Weekly					
FFCRA SS Credit	36-6006039		Semi-Weekly					
FFCRA Wage Credit	36-6006039		Semi-Weekly					
Medicare	36-6006039		Semi-Weekly	121,273.62	121,273.62	1,758.45		
Medicare - Employer	36-6006039		Semi-Weekly	121,273.62	121,273.62		1,758.47	
OASDI	36-6006039		Semi-Weekly	121,273.62	121,273.62	7,518.92		
OASDI - Employer	36-6006039		Semi-Weekly	121,273.62	121,273.62		7,518.96	
Unapplied Credit for FFCRA	36-6006039		Semi-Weekly					
Totals						21,947.66	9,277.43	→ 31,225.09

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	3660060390007		Semi-Weekly	112,628.21	112,628.21	5,639.30		
Totals						5,639.30	0.00	→ 5,639.30

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.012750	Quarterly	121,273.62	121,273.62		1,546.24	
Totals						0.00	1,546.24	→ 1,546.24

Total Tax Liability						27,586.96	10,823.67	→ 38,410.63
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Total Payroll Liability → **140,777.88**



Payroll Summary

Check Date: 01/07/2021

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021010701

Pay Period: 12/19/2020 to 01/01/2021

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
107596503	1/7/2021	244.11				244.11
Totals		244.11		0.00		244.11 →
						244.11

Transfers

Type	Date	Source Account	Amount
Billing	1/7/2021	1405470*	244.11
Dir Dep	1/6/2021	1405470*	81,793.83
Tax	1/6/2021	1405470*	38,410.63
Totals Transfers			120,448.57 →
			120,448.57

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	1/13/2021	31,225.09
(Deposit made by Service Bureau)	Illinois SITW	1/13/2021	5,639.30
(Deposit made by Service Bureau)	Illinois SUI	4/30/2021	1,546.24
	Total Tax Deposits		38,410.63



Payroll Summary

Check Date: 01/21/2021

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021012101

Pay Period: 01/02/2021 to 01/15/2021

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
107663027	1/21/2021	293.56				293.56
Totals		293.56		0.00		293.56 →

Transfers

Type	Date	Source Account	Amount
Billing	1/21/2021	1405470*	293.56
Dir Dep	1/20/2021	1405470*	77,806.62
Tax	1/20/2021	1405470*	36,887.88
Totals Transfers			114,988.06 →

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	1/27/2021	29,988.00
(Deposit made by Service Bureau)	Illinois SITW	1/27/2021	5,416.74
(Deposit made by Service Bureau)	Illinois SUI	4/30/2021	1,483.14
	Total Tax Deposits		36,887.88





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: February 8, 2021

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Replacement of Heating Units at Public Works Garage

BACKGROUND/HISTORY:

One of the two garage heating units at the Public Works Garage is out. The cost to repair the unit is \$1,383.00. Both of the heating units are 17 years old. Rather than spend over \$1,300.00 to repair only one of the units, PW is proposing to replace both units and the existing thermostats. There was \$15,000.00 budgeted in the ½ % Sales Tax Fund for garage improvements. The cost to replace both heating units and the two associated thermostats is \$ 7,736.00. The work will be done by Heat Engineering who has our current maintenance contracts..

STAFF RECOMMENDATION:

Approval of the proposal from Heat Engineering.

RECOMMENDED MOTION:

I move to approve the proposal from Heat Engineering to replace the two heating units at the Public Works Garage in the amount of \$ 7,736.00.

Proposal

the HEAT engineering co.



6500 JOLIET ROAD
 COUNTRYSIDE, ILLINOIS 60525
 (708) 246-3300 FAX (708) 579-0264

PROPOSAL SUBMITTED TO Village of Palos Park		PHONE	DATE 1/25/2021
STREET 8999 W. 123rd Street		JOB NAME same	
CITY, STATE AND ZIP CODE Palos Park, Il		JOB LOCATION Maintenance Garage	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

1. Replair 1 - Reznor UDAP200.. Replace complete draft inducer assembly. Start and test. 1 year warranty.

Repair Cost-----\$1383.00

Alt: Completely replace 2 - Reznor heaters. Units are 17 years old. Disconnect and remove old. Haul away.
 Replace with:

1. 2- Reznor UDAP200 - replacement units.
2. Completely install. Revise and reconnect gas, electric and controls.
3. Start and test. 1 year parts and labor warranty.
 An additional 9 year part warranty on the heat exchanger.

Installed-----\$7436.00

ALT: Replace 2 - thermostats with Honeywell T-6 programmable stats.
 add-----\$150 each

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ dollars (_____).

Payment to be made as follows:

in full at completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Charles Mueller

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



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: February 8, 2021

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Republic Services - First Amendment to Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract

BACKGROUND/HISTORY:

On November 25, 2013, the Village Council approved a seven-year residential waste hauler contract with Allied Waste Transportation, Inc. d/b/a/ Allied Waste Services of Crestwood/Republic Services of Crestwood. This contract was effective April 1, 2014 and will expire on March 31, 2021. Some of the highlights of this contract included each home being provided with a 96-gallon toter; one for recycling, and one for garbage. The fee charged per household was \$18.01 on April 1, 2014; the annual escalator was set at 2%. In the final year, the monthly fee was \$20.28 per household per month plus a \$0.02 Cook County Transfer Tax and a \$0.15 State Transportation Funding Tax.

Over the many years of waste hauling, the Village receives very few service complaints related to Republic; those complaints we do receive are quickly resolved.

Regarding a contract extension, Republic and the Village team are proposing a five (5) year contract extension. Year one rates to remain flat at \$20.28 per unit plus the Cook County and State tax. Year two through five (2-5) rate adjustments would be tied with the Consumer Price Index (CPI) for Water, Sewer & Trash Collection, not to exceed 4% in any year. The CPI for Water, Sewer & Trash Collection has averaged 3.05% between January 1, 2010 and January 1, 2019. The State fuel tax enacted under the Transportation Funding Protection Act is currently at \$0.15, and the \$0.02 Cook County Transfer tax would be added to the rate for a total monthly unit rate of \$20.45.

Some of the highlights of an extended agreement in addition to lower rates includes the continuation of the refuse, recycling, and yard waste program. For landscape waste, Republic will pick up yard waste from any receptacle marked as such (most communities require either a separate rented toter or kraft bags for yard waste). They will continue to provide waste pick up for the Villages special events including bringing in dumpsters at no charge, will continue to pick up refuse and recycling at Village buildings as well as the two Palos Fire District buildings; will continue to provide Public Works with pick up for spoils generated from various repairs; and continue to replace residential toters for refuse and recycling at no charge. Added to this contract will be providing dumpsters at no charge should the Village choose to offer an electronic waste collection day or program.

Village staff has surveyed communities around Palos Park, and found that the proposed new contract rate with Republic is lower and will remain lower throughout this contract term.

RECOMMENDED MOTION:

I Move to Waive the Bidding Process and Approve the First Amendment to Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract with Republic Services of Crestwood

**FIRST AMENDMENT TO
WASTE MATERIAL, YARD WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL CONTRACT**

This "First Amendment to Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract" (the "First Amendment") is made and entered into this ___ day of _____, 2021, by and between the Village of Palos Park Illinois, an Illinois municipal corporation (the "Village") and Allied Waste Transportation, Inc., a Delaware corporation authorized to do business in Illinois, d/b/a Allied Waste Services of Crestwood/Republic Services of Crestwood (the "Contractor"). The Village and the Contractor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Village and the Contractor entered into a "Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract" dated November 25, 2013, covering the period of April 1, 2014 through March 31, 2021 (the "Original Contract"); and

WHEREAS, the Village and the Contractor desire to extend the term of, amend certain provisions of and add certain provisions to the Original Contract, as further set forth herein; and

WHEREAS, it is in the best interests of the Village and the Contractor to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto,

and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That the Recitals set forth above are hereby incorporated herein by reference.

2. Effective April 1, 2021, Section 2c of the Original Contract is amended to read in its entirety as follows:

“Exhibit C – Contractor’s Services Proposal and Pricing”

3. Effective April 1, 2021, Section 4 of the Original Contract is amended to read in its entirety as follows:

“The term of this Contract shall be from April 1, 2021 (the “Effective Date”) through March 31, 2026.”

4. Effective April 1, 2021, Exhibit A, Section 5.01.1 of the Original Contract is amended to read in its entirety as follows:

“5.01.1 The prices to be paid by the Village for the collection and disposal of Waste Material (inclusive of Yard Waste and Recyclable Materials) from all Residential Units and Municipal Facilities shall be as set forth in Exhibit C and in Section 5.04.01, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.”

5. Effective April 1, 2021, Exhibit A, Section 5.03 of the Original Contract is amended by adding a new Section 5.03.3 thereto, which shall read in its entirety as follows:

“5.03.3 In addition to the monthly service fee referenced in Section 5.01.1 above, the Contractor shall also be able to charge the following amounts per Residential Unit on a monthly basis:

Cook County Transfer Tax – \$0.02 per month per Residential Unit

Illinois Transportation Funding Tax – \$0.15 per month per Residential Unit

In accordance with Section 5.03.01 above, in the event that either or both of the aforementioned taxes are increased, the Contractor shall give the Village at least

three (3) months prior written notice of any such cost increase before it goes into effect. In the event that either or both of the aforementioned taxes are reduced, the Contractor shall immediately adjust its billing to take into account said reduction.”

6. Effective April 1, 2021, Exhibit A, Section 5.04.1 of the Original Contract is amended to read in its entirety as follows:

“The fee as set forth in Exhibit C, applicable to the period of April 1, 2021 through March 31, 2022, shall be adjusted on April 1, 2022, based on the percent increase in the Consumer Price Index (CPI-U) for Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics, for the twelve (12) month period ending in the December prior to said April 1st, or by four percent (4%), whichever is less. In subsequent years, the fee then in effect shall be adjusted on April 1st of each year of this Contract, based on the percent increase in the Consumer Price Index (CPI-U) for Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics, for the twelve (12) month period ending in the December prior to said April 1st, or by four percent (4%), whichever is less. In the event that the Consumer Price Index (CPI-U) for Water and Sewer and Trash Collection Services is no longer published by the U.S. Bureau of Labor Statistics, the Village and the Contractor shall jointly select an alternate Consumer Price Index that best reflects price inflation for the services to be provided by the Contractor under this Contract.”

7. Effective April 1, 2021, Exhibit A, Section 17.12(b) of the Original Contract is amended by revising the reference to “Hank Potts”, as contained therein, to read “Jocelyn Kruis”.

8. Effective April 1, 2021, Exhibit C to the Original Contract is amended to read in its entirety as follows:

“EXHIBIT C

CONTRACTOR’S SERVICES PROPOSAL AND PRICING

(To the extent that the provisions hereof are inconsistent with, and cannot be reconciled with, any other provisions of the Contract, the provisions hereof shall control)

Municipal Services

- Contractor will provide Waste Material and Recyclable Materials collection and disposal services at all Municipal Facilities at no charge. This level of service will be determined as needed for each individual location, but service will be no less than one (1) time per week.

- Contractor will provide Waste Material and Recyclable Materials collection and disposal services for all Palos Fire Protection District facilities located in the Village limits at no charge. This level of service will be determined as needed for each individual location, but service will be no less than one (1) time per week.
- Contractor will provide the Village's Public Works Department with roll off ten (10) cubic yard volume dumpsters on an as-needed basis, and shall remove and dispose of the contents of same when full at no charge until the amount of services provided by the Contractor, in relation thereto, if billed at the Contractor's normal billing rate therefor, exceeds \$16,000.00.
- Contractor will provide Waste Material and Recyclable Materials collection and disposal services for Village-sponsored events/festivals. In lieu of a payment by the Village therefor, the Contractor will be listed as a sponsor relative to any such events/festivals.

Residential Unit Waste Material Removal Services

- Contractor will provide an unlimited Waste Materials collection and disposal services for Residential Units.
- Contractor will provide each Residential Unit with a toter (96 gallon cart) at no charge. For those Residential Units that need more than one toter (96 gallon cart), they will be available for rent at an additional charge (billed to the Residential Unit semi-annually directly by the Contractor).

Yard Waste Removal Services

- Contractor will provide unlimited Yard Waste collection and disposal services for Residential Units between April 1st and November 30th of each year.

Recyclable Materials Removal Services

- Contractor will provide unlimited Recyclable Materials collection and disposal services to all Residential Units and Municipal Facilities, including the facilities of the Palos Fire Protection District located within the Village.
- Contractor will provide each Residential Unit with a toter (96 gallon cart) for Recyclable Materials at no charge. Recyclable Materials collection and disposal services will be on an every other week basis.

General Information

- The cost of information and educating the residents of the Village relative to any changes to the Contract will be the expense of the Contractor.
- The Village will have "editorial license" to approve any literature before it is distributed by the Contractor to Residential Units.
- All Residential Units will receive curb service. For those that want the Contractor to come onto private property to provide service, the Contractor will do so at an extra charge of \$10.00 per month (billed to the Residential Unit semi-annually directly by the Contractor). In addition, the Residential Unit owner will be required to sign a damage waiver for the truck coming off

the public street. Also, the Residential Unit owner will have the responsibility to have his/her/their private drive cleared of snow to the point that 80% of the pavement must be showing for the Contractor's truck(s) to use the private drive.

Pricing

- For the period of April 1, 2021 through March 31, 2022, the cost for Waste Material collection and disposal services (inclusive of Yard Waste and Recyclable Materials collection and disposal) shall be \$20.28 per month per Residential Unit.

Electronic Recycling Event

- If the Village opts to have an Electronic Recycling event or events, the Contractor will provide one roll off dumpster, of no less than twenty (20) cubic yards in volume, for the collection of electronics relative to each such event, and will provide the hauling of said roll off dumpsters at no charge to the Village. The Village will be invoiced, by the Contractor, for the processing of the electronics collected, at the rate of \$0.95 per pound."

9. Effective April 1, 2021, Exhibit D, Section C.1. of the Original Contract is amended by revising the reference to "Hank Potts", as contained therein, to read "Jocelyn Kruis".

10. That, in light of the rate discrepancy relative to the Contractor's charges to the Village under the Original Contract, the Contractor shall apply credits, in the following amounts and as of the following dates, to the amounts due the Contractor, from the Village:

- A. Thirty-Eight Thousand One Hundred Fifty-Three and 69/100 Dollars (\$38,153.69) upon the approval of this First Amendment by the Village; and
- B. Thirty-Eight Thousand One Hundred Fifty-Three and 68/100 Dollars (\$38,153.68) on April 1, 2022.

Said credit amounts shall offset the amounts due the Contractor, from the Village, from the date each credit is provided, until such time as the amount of each credit is used in full.

11. That all portions of the Original Contract, not amended by this First Amendment, shall remain in full force and effect.

12. This First Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.

13. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on or as of the day and year first above written.

VILLAGE OF PALOS PARK

Attest:

By: _____
John F. Mahoney, Mayor

By: _____
Marie Arrigoni, Village Clerk

Date: _____, 2021

Date: _____, 2021

**ALLIED WASTE TRANSPORTATION INC. d/b/a
ALLIED WASTE SERVICES OF CRESTWOOD /
REPUBLIC SERVICES OF CRESTWOOD**

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 2021

Date: _____, 2021



13701 S Kostner Avenue – Palos Park, IL 60445
O (708) 272 – 6722 www.republicservices.com

December 14, 2020

Village of Palos Park
8999 W. 123rd Street
Palos Park, IL 60464
Attn: Rick Boehm, Village Manager

Dear Mr. Rick Boehm,

In response to your counterproposal, please find the following for your consideration:

- Republic Services agrees to maintain the current Trash, Recycling, Yard Waste removal and Bulk services for single family homes in the Village of Palos Park which they currently enjoy.
- Republic Services agrees to maintain Multi-Unit Building refuse and recycle service that is currently being enjoyed.
- Republic Services will continue to provide unlimited disposal of containers and weekly collection of both waste and recycle materials from municipal facilities owned by the Village of Palos Park.
- Republic Services will continue to provide trash and recycling service for the Village sponsored events/festivals in lieu of payment. Republic Services will be listed as a sponsor.
- Republic Services will continue to provide the Village Public Works Dept. with Roll-Off Services as needed up to \$16,000.00 per year.
- Republic Services will continue to operate with the same safe and efficient routes that are currently in place, with no disruption to the residents.
- Republic Services will continue to purchase and maintain the necessary insurance and bonds set forth in the current contract.
- Republic Services will continue to maintain replacement carts for both refuse and recycle for single family homes at no additional cost to the homeowners or village.
- Republic Services will always continue to have back up trucks available for pick up to the Village neither before 6:00 AM nor after 7:00 PM.

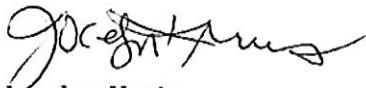
- Republic Services would like to propose the following: A five (5) year contract with year one of the agreement at the current rate of \$20.28 per home base rate, \$0.02 per home Cook County Transfer Tax, and \$0.15 per home Transportation Funding Tax – State Senate Bill 1939. The annual adjustments will be in accordance with the Water, Sewer & Trash CPI; however, will not exceed 4% annually.

The rate discrepancy amount will be rebated in two installments. The first installment of 50% upon execution of the five (5) year extension agreement beginning 04/01/2021 and the second installment of 50% on the first anniversary of the extension agreement, 04/01/22.

If the Village of Palos Park opts to have an Electronic Recycling event, Republic Services will provide one roll-off container for the collection of electronics. Republic Services will provide the hauling of the dumpster at no charge. Palos Park will be invoiced for the processing of the electronics at the rate of \$0.95 per pound.

As you review our proposal, you will note that our missions are aligned. We are focused on 99.9% reliability and service commitment. I hope to continue to work with you and your team. Choose Republic Services and, "We'll handle it from here".

Sincerely,



Jocelyn Kruis
General Manager

Waste Material, Yard Waste and Recyclable Materials Collection and Disposal Contract

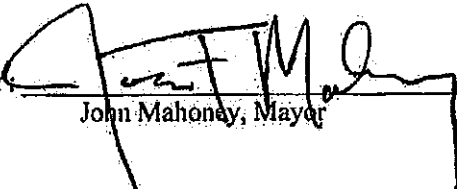
THIS CONTRACT (hereinafter the "Contract"), is made and entered into this 25th day of November, 2013, by and between the Village of Palos Park Illinois, an Illinois municipal corporation (hereinafter the "Village") and Allied Waste Transportation, Inc., a Delaware corporation authorized to do business in Illinois, d/b/a Allied Waste Services of Crestwood/Republic Services of Crestwood (hereinafter the "Contractor"). The Village and the Contractor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

In consideration of the covenants and agreements herein contained, to be performed by the Parties hereto, the payments hereinafter agreed to be made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village to, and shall furnish all personnel, labor, equipment, trucks and all other items necessary to, collect Waste Material (as defined in Exhibit A), including Recyclable Materials (as defined in Exhibit A), during the term of this Contract for the following areas of the Village:
 - a. Residential Units; and
 - b. Municipal Facilities.
2. The Contract documents shall include the following documents (the "Contract Documents"), and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications;
 - b. Exhibit B - Insurance Requirements;
 - c. Exhibit C - Contractor's Proposal/Pricing;
 - d. Exhibit D - Waste Material Collection Specifications for Residential Units;
 - e. Exhibit E - Waste Material Collection Specifications for Municipal Facilities;
 - f. Exhibit F - Recyclable Materials Collection Specifications for Residential Units;
 - g. Exhibit G - Recyclable Materials Collection Specifications for Municipal Facilities;
 - h. Exhibit H - Certification by the Contractor; and
 - i. Exhibit I - Yard Waste Collection Specifications.
 - j. Any addenda or changes to the foregoing documents agreed to by the Parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation of the Contract Documents, except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from April 1, 2014 (the "Effective Date") until March 31, 2019. There is a two year option available that will extend this contract till March 31, 2021 at the written agreement of both parties.

IN WITNESS HEREOF, the Village of Palos Park, Illinois and Allied Waste Transportation, Inc. have caused their duly authorized representatives to execute this Contract.

Village of Palos Park

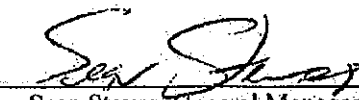
BY: 
John Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

November 25, 2013

**Contractor: Allied Waste Transportation, Inc.
d/b/a Allied Waste Services of Crestwood/Republic Services of Crestwood**

BY: 
Sean Steves, General Manager
and Authorized Representative

November 25, 2013

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags
- 1.02 Bin
- 1.03 Bundle
- 1.04 Village
- 1.05 Container for Garbage, Rubbish & Yard Waste Collection
- 1.06 Container for Recycling
- 1.07 Disposal Site
- 1.08 Garbage
- 1.09 Multi-Family
- 1.10 Municipal Facilities
- 1.11 Producer
- 1.12 Recycling
- 1.13 Recyclable Materials
- 1.14 Residential Unit
- 1.15 Rubbish
- 1.16 Small Dead Animals
- 1.17 Solid Waste
- 1.18 Waste Material
- 1.19 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Commercial and Industrial Refuse
- 2.02 Construction Debris
- 2.03 Excluded Waste
- 2.04 Hazardous Waste
- 2.05 Institutional Solid Waste
- 2.06 Large Commercial and Industrial Unit
- 2.07 Large Dead Animals
- 2.08 Offal Waste
- 2.09 Special Waste
- 2.10 Stable Matter
- 2.11 Vegetable Waste

3.0 SCOPE OF WORK

- 3.01 General
- 3.02 Work Not Covered By Contract
- 3.03 Additional Work Separately Contracted At Contractor's Election with Large Commercial and Industrial Units.
- 3.04 Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

- 4.01 Location of Containers, Bags and Bundles for Collection
- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
- 4.06 Collection Equipment
- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal
- 4.10 Delivery
- 4.11 Notification
- 4.12 Point of Contact
- 4.13 Litter or Spillage

- 5.0 BASIS OF PRICES AND METHOD OF PAYMENT
 - 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
 - 5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)
 - 5.03 Additional Costs and Charges
 - 5.04 Modification to Rates
 - 5.05 Village to Act as Collector
 - 5.06 Delinquent and Closed Accounts
 - 5.07 Contractor Billings to Village
 - 5.08 Audit
- 6.0 COMPLIANCE WITH LAWS
- 7.0 NON-DISCRIMINATION
- 8.0 RISK ALLOCATION AND INDEMNITY
- 9.0 LICENSES AND TAXES
- 10.0 FORCE MAJEURE
- 11.0 ASSIGNMENT OF CONTRACT
- 12.0 EXCLUSIVE CONTRACT
- 13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS
- 14.0 TERMINATION OF CONTRACT
- 15.0 CONTRACTOR'S PROPERTY
- 16.0 NEWLY DEVELOPED AREAS
- 17.0 MISCELLANEOUS TERMS

EXHIBIT A (continued)
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) lbs.
- 1.02 **Bin** – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 **Village** – Village of Palos Park, Illinois.
- 1.05 **Container for Garbage, Rubbish & Yard Waste Collection** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. Except in the case of the toters referenced in Exhibit C to the Contract, the weight of a container and its contents shall not exceed thirty-five (35) lbs.
- 1.06 **Container for Recycling** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. Except in the case of the toters referenced in Exhibit C to the Contract, the weight of a container and its contents shall not exceed thirty-five (35) lbs.
- 1.07 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal Waste Material and Small Dead Animals.
- 1.08 **Garbage** – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.09 **Multi-Family** – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.10 **Municipal Facilities** – Means only those specific municipal locations as set forth on Exhibits E and G of this Contract.

- 1.11 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.12 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.13 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:
- Glass – Clean unbroken glass containers, bottles/jars;
 - Cans – Clean aluminum, tin and steel containers;
 - Newspaper – Clean, dry, unsoiled newspaper;
 - Plastic – other than type 6 (styrofoam); and
 - Cardboard, corrugated boxes (broken up), magazines, junk mail, envelopes and other non-tissue and non-food soiled paper products.

The Parties shall periodically (at least annually) review the foregoing list of Recyclable Materials to determine if additional items can be added thereto, so that the Village's list of Recyclable Materials is in keeping with what is being recycled in neighboring communities.

- 1.14 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four (4) or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.15 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Excluded Waste.
- 1.16 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.17 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.18 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.19 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree

trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds, unless the Contractor supplies a toter for Yard Waste, at the request of the Producer and at the Producer's expense, which is designed to hold more weight. Branches in excess of two (2) feet in length may be, but are not required to be, in a container, bag or box. Further specifications relative to Yard Waste are set forth in Exhibit I.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Commercial and Industrial Refuse (excluded from this Contract) – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 2.02 Construction Debris (excluded from this Contract) – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 2.03 Excluded Waste (excluded from this Contract) – Excluded Waste is all Bulky Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste and Special Waste.
- 2.04 Hazardous Waste (excluded from this Contract) – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.05 Institutional Solid Waste (excluded from this Contract) – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.06 Large Commercial and Industrial Unit (excluded from this Contract) – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of the Village that are not classified as a Residential Unit or Municipal Facility.
- 2.07 Large Dead Animals (excluded from this Contract) – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.08 Offal Waste (excluded from this Contract) – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.09 Special Waste (excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;

- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals or insecticides, so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and
- (l) ash, sludge, tires and powders.

2.10 Stable Matter (excluded from this Contract) – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.11 Vegetable Waste (excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material (inclusive of Yard Waste and Recyclable Materials) from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- 3.01.1 Exhibit D - Waste Material Collection Specifications for Residential Units
- 3.01.2 Exhibit E - Waste Material Collection Specifications for Municipal Facilities
- 3.01.3 Exhibit F - Recyclable Materials Collection Specifications for Residential Units
- 3.01.4 Exhibit G - Recyclable Materials Collection Specifications for Municipal Facilities
- 3.01.5 Exhibit I - Yard Waste Collection Specifications

3.02 Work Not Covered By Contract. The work under this Contract does not include:

- 3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- 3.02.2 the collection or disposal of Excluded Waste material;
- 3.02.3 the collection or disposal of any waste material or recyclable materials from Large Commercial and Industrial Units in the Village.

3.03 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal services and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

- 3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g., collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers, Bags and Bundles for Collection

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material and Recyclable Materials shall not start before 6:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Village and Contractor, or when the Contractor notifies the Village that the Contractor has, in the reasonable exercise of the Contractor's business judgment, determined that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances beyond the reasonable control of the Contractor.

4.03 Routes of Collection

Residential Units and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the Village at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Village at least two (2) weeks in advance of the commencement date for such changes. Village shall promptly give notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week, with said collection to normally occur one day later than the normal collection day when a holiday occurs on a week day.

4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall

investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within twenty-four (24) hours after the complaint is received.

- 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal Waste Material and Recyclable Materials collection services. For Waste Material and Recyclable Materials collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office – The Contractor shall maintain an office or such other facility(ies) through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Village. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling – All Waste Material and Recyclable Materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.09 Disposal – All Waste Material, other than Recyclable Materials, collected within the Village under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 4.11 Notification – The Village shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Materials collections.
- 4.12 Point of Contact – All contacts between the Contractor and the Village shall be directed by the Contractor to the Village's point of contact, and by the Village to the Contractor's point of contact, as further specified in Exhibit D to this Contract.
- 4.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Material Collection and Disposal Rates (Exhibits C, D and E)

- 5.01.1 The prices to be paid by the Village for the collection and disposal of Waste Material (inclusive of Yard Waste) from all Residential Units and Municipal Facilities shall be as shown on Exhibit C and in Section 5.04.01, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, F and G)

5.02.1 The prices to be paid by the Village for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C and in Section 5.04.01, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

5.02.2 In the event that any Recyclable Materials commodity collected by Contractor hereunder becomes no longer marketable and must therefore be disposed of at a Disposal Site, said Recyclable Materials commodity shall be eliminated from the Recyclables Materials program and this Contract, and Contractor shall thereafter collect same as Waste Material hereunder. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Materials.

5.03 Additional Costs and Charges

5.03.1 Change in Law. Contractor may pass through certain cost increases directly to the Village to adjust for increases in cost to Contractor due to changes in local, state or federal laws, and changes in taxes, fees or other governmental charges (other than income or real property taxes); provided, however, Contractor shall give the Village at least three (3) months prior written notice of any such cost increase before it goes into effect.

5.03.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

5.04 Modification to Rates

5.04.1 The fees in Exhibit C which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted by the rate of 2% per year on April 1st of each year, with said adjustments resulting in the following monthly rates covering the collection of Waste Material, Yard Waste and Recyclable Materials, for each year of this Contract:

Year	Monthly Rate
1	\$18.01
2	\$18.37
3	\$18.73
4	\$19.11
5	\$19.49
6	\$19.88
7	\$20.28

5.04.2 In addition to the above, the Contractor may petition the Village at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances or regulations; changes in location of disposal sites; an increase in the number of Residential Units such as Village growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the Village.

- 5.05 Village to Act as Collector – The Village shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.06 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material and Recyclable Materials collection service at any Residential Unit as set forth in a written notice sent to it by the Village. Upon further notification by the Village, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney’s fees) resulting from the Contractor’s discontinuing service at any location at the direction of the Village.
- 5.07 Contractor Billings to Village – The Contractor shall bill the Village for Waste Material and Recyclable Materials collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month, and the Village shall pay the Contractor in accordance with the Illinois Local Government Prompt Payment Act (hereinafter the “Payment Act”). Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not the Village collects from the customer for such service. Payments not made by the Village in accordance with the Payment Act shall be subject to such late payment interest and fees as provided for in the Payment Act. In the event the Village withholds payment of a portion or all of an invoice, and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late payment interest and fees as provided for in the Payment Act, if the payment is not timely made in accordance with the Payment Act.
- 5.08 Audit – The Village may request and be provided with an opportunity to audit all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the Village under this Contract. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at the Contractor’s premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the Village within ninety (90) days of any such audit request from the Village.
- 5.09 House Count— The Contractor and the Village shall, at a minimum, conduct an annual house count for purposes of insuring that all Residential Units are accounted for and that payment and billing reflect the proper house count figures.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, this Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall indemnify, defend and save harmless the Village, and its officers, agents, employees, representatives and assigns, (the “Indemnified Parties”), from any and all lawsuits,

actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons or property because of any act or omission, neglect or misconduct of said Contractor, or its officers, agents and/or employees, arising out of, or in the performance of, any of the provisions of the Contract, including, but not limited to, any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree; or from any claims arising from the disposal or handling of the Waste Material at the Disposal Site chosen by the Contractor. In connection with any such claims, lawsuits, actions or liabilities, the Indemnified Parties shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

8.02 Village shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the Village's sole negligence or acts of willful misconduct or those solely of its officers or employees.

8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Village and the Village shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Village's providing all such reasonable assistance to Contractor, Contractor shall release Village from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Village and by the State.

10.0 FORCE MAJEURE

3.04.1 Except for Village's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control shall be included as part of the Contractor's service under this Contract. In the event of such a flood, hurricane or other Act of God, the Contractor and the Village shall negotiate the payment to be made to the Contractor. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

11.0 ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract, in its entirety or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Village's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Materials collection and disposal services within the corporate limits for and on behalf of the Village to the designated Residential Units and Municipal Facilities covered by this Contract.

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

Title to Waste Material and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to the Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the Village shall give written notice of such breach to the Contractor. Contractor shall have thirty (30) days from the giving of said notice to correct such breach (the "Cure Period"). Village may terminate this Contract after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Contract, and Village so notifies Contractor in writing of such termination action. At such time, Village shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, the Village may procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by this Contract, and, to the extent that the rates charged the Village by said other waste services provider exceed the rates that were to be charged by the Contractor hereunder, the Contractor shall be responsible for paying the difference to the Village. Following any such termination and the final payment from the Village to the Contractor, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by Village to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Village. The Village shall have thirty (30) days from the giving of said notice to correct such breach (the "Cure Period"). Contractor may terminate this Contract after such Cure Period if Village has not adequately corrected such breach in accordance with this Contract, and Contractor so notifies Village in writing of such termination action. At such time, Village shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Village to the Contractor, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Village shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment), relative to the Municipal Facilities only. Village and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Village shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising solely out of the use, operation or possession of the equipment by the Village, or the Village's officers, agents or employees.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification from the Village, provide Waste Material and Recyclable Materials collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the Village's current territorial limits. Any areas that may be annexed by the Village which contain Residential Units which the Village would like Contractor to service shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to Village's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to Village's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Material or Recyclable Materials collected pursuant to this Contract.
- 17.04 [Intentionally Left Blank]
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to Village under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver

by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events, whether similar or not.

- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed, and the venue for any litigation between the Parties in regard to this Contract shall be in Cook County, Illinois.
- 17.10 This Contract sets forth the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, that exist between the Parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
- 17.12 Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Contract shall be in writing and shall be delivered personally, sent by overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to the Village: Village of Palos Park 8999 West 123 rd Street Palos Park, Illinois 60464 Attn: Rick Boehm Village Manager	(b) If to the Contractor: Republic Services 13701 South Kostner Avenue Crestwood, Illinois 60445 Attn: Hank Potts Municipal Services Manager
--	---

or to such other address, or additional individuals/entities, as either Party may from time to time designate in a written notice to the other Party. Notice by personal delivery or overnight delivery service shall be deemed given upon actual delivery of the notice, and notice by registered or certified mail shall be deemed given on the third day following the mailing of the notice.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation	
Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability	
Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage
Commercial General Liability	
Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Contractor shall furnish Village with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the Village; (ii) shall show Village and its officers, agents and employees as additional insureds under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Village herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

CONTRACTOR'S PROPOSAL/PRICING

(To the extent that the provisions hereof are inconsistent with, and cannot be reconciled with, any other provisions of the Contract, the provisions hereof shall control)



Oct 24, 2013

Village of Palos Park
8999 West 123rd St
Palos Il, 60464

Attn: Mayor John Mahoney
Commissioners Milovich-Walters, Polk, Reed and Pavlatos
Village Manager Rick Boehm
Public Works Director Mike Sibravn

We originally started servicing the Village of Palos Park in 1998, and once again, some 15 years later we are coming to the end of another contract. This is a proposal to both extend and add to our existing service that we provide the Village of Palos Park for an additional 7 years or until April 1, 2021. As you read the rest of this proposal, the points in black are the services already provided; the points in blue would be a changed from our current level of service.

Municipal Services

- Allied will provide trash and recycling removal at all Village owned properties. The level of service will be determined as needed for each individual location, but service will be no less than once time per week.
- Allied Waste will provide trash and recycling service for the Fire Departments located in the city limits at no charge
- Allied Waste will provide the Public Works department with rolls off as needed up to \$16,000 per year.
- Allied will provide trash and recycling service for Village sponsored events/festivals In lieu of a payment Allied will be listed as a sponsor

Trash Service

- Allied Waste will continue to provide unlimited volume of pick up for the homeowners
- Allied will provide each Homeowner with the first toter at no-charge; this will create a cost savings for 313 homeowners that currently rent toters. For those families that need more than one toter they will still be available for rent, but at a reduced rate.

Yard Waste Service

- Allied Waste will continue to provide unlimited yard waste service between April 1st and November 30th of each year.
- Yard waste will be serviced in the same manner as it is currently serviced.

Recycling Service

- Allied Waste will continue to provide unlimited recycling service to all Homeowners and Village Owned Properties.
- Allied waste will provide each Homeowner with a 96 gallon toter for their recycling at no charge. Recycling will be service on an every other week basis.

13701 S Kostner Ave
Crestwood, IL 60445
708-385-8252 • Fax 708-385-5510
disposal.com

General Information

- The cost of information and educating the residents of the changes to this contract will be the expense of Allied Waste.
- Palos Park will have "editorial License" to approve any literature before it is distributed
- All resident would receive curb service, for those that want us to come on private property to provide service; we will do so at an extra charge of \$10.00 per month (billed to the resident semi-annual directly from Allied). In addition the resident will be required to sign a damage waiver for the truck coming off the Public Street. Also the Homeowner will have the responsibility the have their private drives cleared of snow to the point that 80% of the pavement must be showing for our truck to use the private drives.
- Allied would like to consider changing service days form Tuesday-Thursday-Friday to Thursday-Friday.
- We anticipate that the tofers would be delivered to the homeowner in April of 2014

Pricing

- Our current rate per unit per month is \$17.66
- The rate effective April 1, 2014 would be \$18.01
- Future Increases would be 2%

It has been our privilege to provide the Village of Palos Park with Waste removal service for the past 15+ years, and we look forward to the opportunity of providing that service for the years to come.

Sincerely,


Hank Potts
Municipal Services Manager
Republic Services

EXHIBIT D

**WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS**

A. The Contractor shall provide the containers, as set forth in Exhibit C, and weekly curbside collection of the Waste Material from the Residential Units as specified below. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of this Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: 1431.
2. Estimated number of Residential Units as of first anniversary of contract term: 1431.
3. Estimated number of Residential Units as of second anniversary of contract term: 1431.
4. Estimated number of Residential Units as of third anniversary of contract term: 1431.
5. Estimated number of Residential Units as of fourth anniversary of contract term: 1431.
6. Number of Containers to be provided to each Residential Unit: 1.
7. Size of Containers for each Residential Unit: 95 gallon cart.
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 time per week.

B. Municipal Point of Contact for Residential Unit Waste Collections:

1. Name: Rick Boehm -- Village of Palos Park
2. Mailing address: 8901 West 123rd Street -- Palos Park, Illinois 60464
3. Telephone number: 708-671-372
4. Email address: rboehm@palospark.org

C. Contractor Point of Contact for Residential Unit Waste Collections:

1. Name: Hank Potts -- Republic Services
2. Mailing address: 13701 South Kostner -- Crestwood, Illinois 60445
3. Telephone number: 708-385-8252
4. Email address: hpotts@republicservices.com

For purposes of this Exhibit, except as otherwise noted above, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: Rec Center – 8901 West 123rd Street
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
2. Facility Name and address: Library – 12320 Forest Glen
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
3. Facility Name and address: Pumping Station – 12101 Southwest Highway
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
4. Facility Name and address: Public Works Garage – 8999 West 131st Street
Size and Number of Bins or Containers: 2 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 2 per week.
5. Facility Name and address: Village Hall - 8999 West 123rd Street
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
6. Facility Name and address: All Palos Fire Protection District Fire Stations located within the corporate limits of the Village.
Size and Number of Bins or Containers: 2 of 4 cubic yard size containers
Number of weekly pickups of Bins or Containers: 1 per week.
7. Facility Name and address: Public Works Roll Off – as needed per Exhibit C.
Size and Number of Bins or Containers: of cubic yard size containers
Number of weekly pickups of Bins or Containers: per week.

For purposes of this Exhibit, except as otherwise noted above, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT F
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: 1431.
2. Estimated number of Residential Units as of first anniversary of Contract term: 1431.
3. Estimated number of Residential Units as of second anniversary of Contract term: 1431.
4. Estimated number of Residential Units as of third anniversary of Contract term: 1431.
5. Estimated number of Residential Units as of fourth anniversary of Contract term: 1431.
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: 1.
7. Size of Recyclable Materials Containers for each Residential Unit: 95 gallon toter.
8. Number of Recyclable Materials Container collections each week by Contractor: one time per week.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT G
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the Bins and Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:

1. Facility Name: Village Hall, Size and Number of Bins and Containers: 2 of 96 gallon size containers; Number of weekly pickups of containers once per week.
2. Facility Name: Rec Center, Size and Number of Bins and Containers: 2 of 96 gallon size containers; Number of weekly pickups of containers once per week.
3. Facility Name: All Palos Fire Protection District Fire Stations within the corporate limits of the Village. Size and Number of Bins and Containers: 2 of 96 gallon containers; Number of weekly pickups of containers: 1 per week.

EXHIBIT H

CERTIFICATION BY THE CONTRACTOR

I, _____, having been first duly sworn on oath, depose and state that I am the _____ and the authorized agent of Allied Waste Transportation, Inc. (the "Contractor"), which has submitted a proposal to, and is entering into a Contract with, the Village of Palos Park for the collection and disposal of Waste Material and Recyclable Materials in the Village of Palos Park, and hereby certify on behalf of the Contractor as follows:

1. That said Contractor is not barred from contracting with the Village of Palos Park as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any State of the United States.
2. That said Contractor shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(a)(4).
3. That said Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or, if it is:
 - A. it is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act; or
 - B. it has entered into an agreement with the Illinois Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
4. That said Contractor is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382.

By: _____
Name: _____
Title: _____

SUBSCRIBED AND SWORN TO
Before Me this ____ day of _____, 20__.

Notary Public

EXHIBIT I

YARD WASTE COLLECTION SPECIFICATIONS

Yard Waste service will start on the first Waste Material collection day in April and end on the last Waste Material collection day in November each year. The Yard Waste quantity will be unlimited as long as it is placed at the curb using one of the following four (4) methods:

1. The Producers can purchase biodegradable kraft paper bags and place them at the curb. They can place unlimited quantities of bags as long as they do not weigh more than thirty-five (35) pounds each. These bags are not sold or supplied by the Contractor or the Village.
2. The Producers can use their own container as long as it does not exceed thirty-five (35) gallons in capacity, or thirty-five (35) pounds in weight. These containers must have a "YARD WASTE" sticker attached to them to differentiate them from the Waste Material and Recyclable Materials containers. The stickers will be supplied by the Contractor at no charge, and the Producers can get them at the Village Hall or by calling the Contractor's customer service department.
3. The Producers can rent a ninety-six (96) gallon Yard Waste toter, to place their Yard Waste in, from the Contractor. The maintenance of the ninety-six (96) gallon toters will be handled by the Contractor, and the billing for the toter will be directly between the Contractor and the Producer, and not part of the Contractor's billing to the Village.
4. Branches and twigs will be picked up without being in one of the above-mentioned containers, if they are bundled, cut to be less than forty-eight (48) inches long and less than two (2) inches in diameter, with the bundles weighing less than thirty-five (35) pounds each. The bundles can be tied with any material that will stay intact when the bundles are lifted.

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **ALLIED WASTE TRANSPORTATION, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RELATING TO THE MUNICIPAL CONTRACT
WITH THE VILLAGE OF PALOS PARK, ILLINOIS
TO PROVIDE WASTE COLLECTION AND RECYCLING SERVICES**

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, General Manager, Division Manager, Sales Manager, Sales Representative (Solid Waste, Special Waste and Municipal Services), Region Special Waste Director, or Region Director of Municipal Services be, and each of them hereby is, appointed as an Authorized Agent of the Company, for the purpose of executing and delivering, in the name and on behalf of the Company, customer service agreements in accordance with the approval authorizations for each specified position as granted pursuant to the existing Levels of Authority.

I further certify that **SEAN STEVES** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 25th day of November, 2013.



Eileen B. Schuler, Secretary

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



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

To: G. Darryl Reed, Building Dept. Commissioner
 From: Building Department
 Date: February 3th, 2021
 Subject: **Building Department Report for Council Meeting February 8th, 2021**

HIRING OF LANDSCAPERS

If you hire landscapers to work on your house this spring and summer, please remember that they need to be registered with the Village of Palos Park. The 2-page Contractor Registration Form is to be filled out, Certificate of Insurance submitted as well as registration fee paid. Thank you for registering to work in the Village. If you need assistance with the contractor registration process, call 708/671-3733.

Permits: The Building Department processed Seven (7) permits from Jan 21 -Feb 3, 2021 resulting in **\$5,664.26** in permit fees. Fifteen (15) inspections were completed during this time period.

ADDRESS	PERMIT TYPE	COST
12424, 12448,12456 S WOLF RD	DEMO	\$2400.00
12223 S. 88 TH AVENUE	FRAMING	\$150.00
12223 S. 88 TH AVENUE	ELECTRIC	\$685.00
8021 W 119 TH STREET	CONCRETE	\$75.00
12294 S ARCHER AVE	SIGN	\$370.00
12424 S WOLF RD	TREE PERMIT	\$150.00
12502 80 TH AVEUE	WINDOWS	\$150.00
	TOTAL	\$5,664.26
	PREVIOUS REPORT	\$385,990.82
	FISCAL YEAR TO DATE	\$391,655.08



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: February 8, 2021	7:30 PM	Kaptur Administrative Center
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AGENDA MATTER:

An application has been filed by Wu & Tran Palos Park, LLC requesting approval of a Minor Amendment to Ordinance No. 2019 – 16 an Ordinance Approving a Commercial Planned Development in the B-1 Limited Retail Business District, Granting Commercial Construction and Landscaping Review, Granting Parking Lot Lighting Approval and Granting Certain Site Development Allowances Related Thereto (12300 S. LaGrange Road and 9540 W. 123rd Street).

BACKGROUND/HISTORY:

On August 12, 2019, the Village Council approved Ordinance 2019 – 16 authorizing the major renovation and expansion of the former Hackney’s building. The Council later approved Ordinance 2019 – 26 amending the original ordinance to allow for a minor amendment to break the project into two phases, and to reduce the size of the outdoor dining area.

The applicant has now commenced construction on the project. However, the owner has determined that they would like to alter the roof in two places, changing from a flat roof to a gable roof in one area, and from a hip roof to a gable roof in another area for aesthetic purposes. In addition, the applicant is now proposing to increase the outdoor dining area in light of the COVID-19 restrictions on indoor dining.

	Approved Plan	Amended Phase I	Amended Phase II	Proposed Amendment
Existing Floor Area	12,697.70	12,697.70	14,515.49	--
First Floor Addition(s)	4,158.48	523.40	3,635.08	--
Second Floor Addition	1,294.39	1,294.39	--	--
Total Floor Area (after phase is complete)	18,150.57	14,515.49	18,150.57	--
Total Outdoor Dining Area	1,891.39	1,020.00	1,905.00	1700.18
Total Parking Proposed	104	93	93	--

DISCUSSION:

Village Code Section 1274.05(h), Amendments and Alterations to Approved Commercial Planned Development Permits, regulates proposed changes to approved planned developments. The code defines a minor change as "...a minor change shall not increase the commercial planned development's density, increase the height of buildings, reduce open space, modify the proportion of housing types, change or add new parking areas...or provide any other change inconsistent with any standard or condition imposed by the Village Council in approving the commercial planned development permit."

Although the roof changes do increase the height of the building section where previously there was a flat roof proposed, the total height of the new proposed hip roofs are no taller than the tallest portion of the building previously approved. The proposed change does not increase density, reduce open space, or add new parking. Furthermore, there is no change in concept or intent as the proposed use as a restaurant has not changed. In addition, the overall architecture will remain the same, and the parking lot and other site improvements are unchanged.

STAFF RECOMMENDATION:

Based upon the foregoing information, Staff has determined that the proposed changes are minor changes that are consistent with the conditions of the originally approved ordinance. Therefore, a motion should be made to approve Ordinance 2021 – 02.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2021-02 an Ordinance Amending Ordinance No. 2019 – 16, Adopted August 12, 2019, and Previously Amended by Ordinance No. 2019 – 26, to Allow for a Minor Amendment to an Approved Commercial Planned Development in the B-1 Limited Retail Business District (12300 S. LaGrange Road and 9540 W. 123rd Street).

Attachments:

Application

Narrative

Ordinance 2021 – 02 (with exhibits)

Community Development Department
 8999 West 123rd Street
 Palos Park, IL60464
 Phone: 708-671-3730
 Fax: 708-448-9542
 Web: www.palospark.org



VILLAGE OF
PALOS PARK

Plan Commission Application

Application Date: _____
 File #: _____
 Fee: _____

SECTION I - GENERAL INFORMATION

12300 S. LaGrange Road 23-27-109-005, 23-27-109-018
 Project Address PIN #

Subdivision Name
 Wu & Tran Palos Park LLC 3401 Avondale , New Lenox, 60451

Property Owner's Name Property Owner's Mailing Address
 626-512-7709 626-512-7709 michaelwu9436@live.com

Property Owner's Phone # Property Owner's Cell Phone # Property Owner's E-mail Address

SECTION II - APPROVAL REQUESTED

- Preliminary Subdivision
- Final Subdivision
- Variance - Subdivision
- Plat of Consolidation
- Special Use _____
- Planned Unit Development
- Commercial: Construction & Landscaping Review
- Other _____

SECTION III- REQUIRED SUBMITTALS

- Proof of ownership
- Cost Recovery Form
- Tree Permit/Plan
- Survey/Plan
- Colored Building Rendering (all sides, materials)
- Signage
- Parking
- Exterior Lighting (fixture cuts, light spread chart)
- Landscape Plan

- Exaction Fee
- Completion Bond Refund Date _____
- ROW Bond Refund Date _____
- Other _____

SECTION IV - PROJECT DETAILS

Project Description see Exhibit A attached Zoning: B-1

Total Property Area 2.96 acres Current Use of Property Vacant Restaurant Comprehensive Plan Designation _____

Property Legal Description (Attach additional sheets as necessary): _____

List and justify any requested variation(s) from the Zoning Ordinance and Subdivision Ordinance (attach additional pages as necessary): see Exhibit B attached

SECTION V - Project Staff - List each applicable project staff name, email and phone number.

Marcia Owens, Honingman LLP | mowens@honingman.com | 312-701-9347

Attorney
 Michael R. Rogina, Rogina Engineers & Surveyors LLC | mrogina.com | 815-729-0777

Surveyor
 Michael R. Rogina, Rogina Engineers & Surveyors LLC | mrogina.com | 815-729-0777

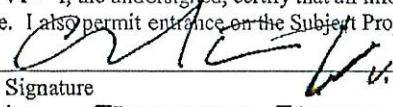
Engineer
 Scott A Shalvis, Architectural Studio, Ltd | scott.s@archstudioltd.net | 708-933-4200

Architect
 John Schiera, JGS Landscape Architects Inc. | jgsland83@gmail.com | 708-361-5124

Landscape Architect

Other _____

SECTION VI- I, the undersigned, certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village Officials for the purpose of inspections related to this request.

 Michael Wu 02-03-2021

Applicant Signature Date
 Applicant is: Property owner Attorney Developer (Note: a letter of authorization from the owner(s) of record must be attached)

Narrative Wu's House proposed revisions

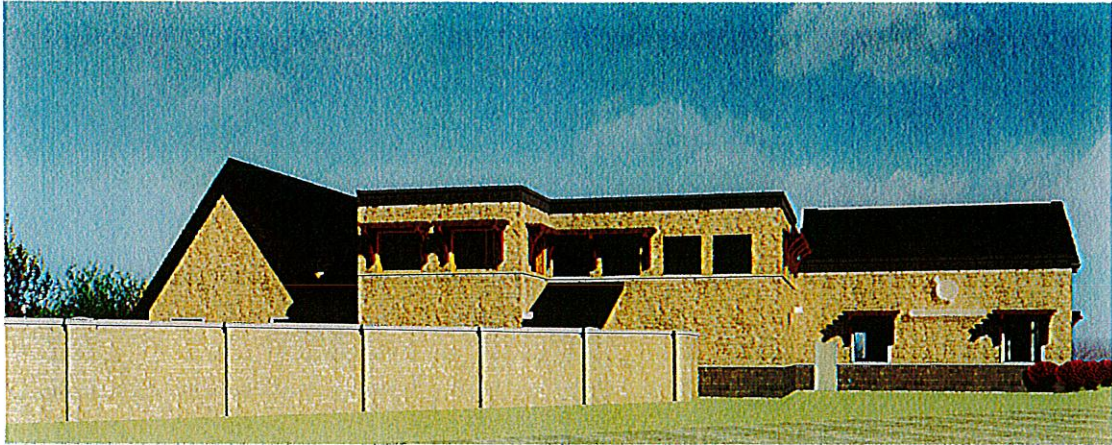
1. South Projection

- a. The roof over the projection on the South side of the building, the owner felt the elevation needed to be upgraded. The original roof as shown below is a hipped roof.

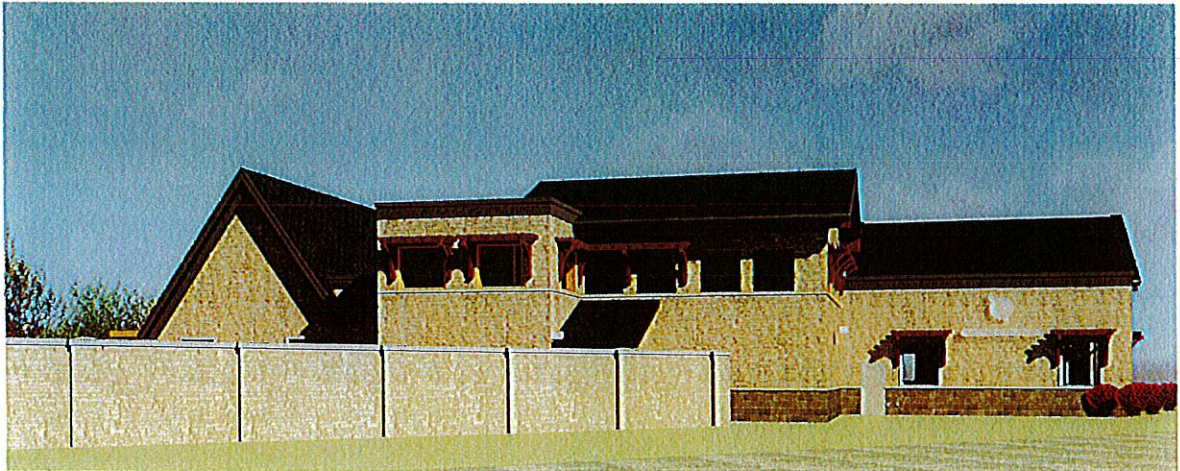


- b. The Proposed roof over the South projection as shown above is a Gable, which blends better with the main entry roof.

2. Second Floor Roof



- a. The original design had a flat roof with metal coping as shown below. The owner felt it was too plain, and needed to be enhanced.



- b. The proposed roof design is a sloped roof with gable ends the matching detail of the other Gable roof on the South/West Elevation
3. The third item was the enlarging the outdoor dining area along the NorthEast side of the building. With the onset of Covid, it has become apparent that the outside dining area needs to be enlarged. The patio area is proposed to be enlarged by 24'-9" in length by 23'-8" which can set 64 people. The original approved outside dining was sized for 102 seats

ORDINANCE NO. 2021 - 02

**AN ORDINANCE AMENDING ORDINANCE NO. 2019 – 16, ADOPTED AUGUST 12, 2019, AND PREVIOUSLY AMENDED BY ORDINANCE NO. 2019 – 26, TO ALLOW FOR A MINOR AMENDMENT TO AN APPROVED COMMERCIAL PLANNED DEVELOPMENT IN THE B-1 LIMITED RETAIL BUSINESS DISTRICT
(12300 S. LaGrange Road and 9540 W. 123rd Street)**

WHEREAS, on August 12, 2019, the Village Council passed Ordinance No. 2019-16, entitled “An Ordinance Approving a Commercial Planned Development in the B-1 Limited Retail Business District, Granting Commercial Construction and Landscaping Review, Granting Parking Lot Lighting Approval and Granting Certain Site Development Allowances Related Thereto (12300 S. LaGrange Road and 9540 W. 123rd Street)” (“Ordinance No. 2019-16”) for the property located at 12300 S. LaGrange Road and 9540 W. 123rd Street (the “Subject Property”); and

WHEREAS, on October 28, 2019, the Village Council passed Ordinance No. 2019-26, entitled “An Ordinance Amending Ordinance No. 2019-16 To Allow For A Minor Amendment To An Approved Commercial Planned Development In the B-1 Limited Retail Business District” for the Subject Property, to break the project into two phases and to reduce the size of the outdoor dining area; and

WHEREAS, the Applicant has commenced construction on the Project, and has determined that they would like to alter the roof in two places, changing from a flat roof to a gable roof in one area, and from a hip roof to a gable roof in another area, and is proposing to increase the outdoor dining area in light of the COVID-19 restrictions on indoor dining; and

WHEREAS, an application has been filed by Applicant requesting approval of a minor amendment to the Commercial Planned Development approval granted by Ordinance No. 2019 – 16, and previously amended by Ordinance No. 2019-26; and

WHEREAS, pursuant to Section 1274.05(h) of the Palos Park Village Code, a minor amendment to an approved Commercial Planned Development may be approved by the Village Manager without obtaining separate approval by the Village Council, or the Village Council may, after reviewing the request for a minor amendment made by the Applicant, direct the Village Manager to process the request other than as a minor amendment; and

WHEREAS, the proposed change set forth in Applicant's application for a minor amendment does not increase the overall density or height, although certain areas of the proposed roof changes do result in a height increase in those areas, just not in excess of the tallest portion previously approved, does not reduce open space, or add new parking, and there is no change in concept or intent as the proposed use as a restaurant has not changed; and

WHEREAS, the Village Council finds it to be in the best interests of the Village to approve Applicant's request for a minor amendment as set forth herein, and to amend Ordinance No. 2019-16 to reflect the same.

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

SECTION 1: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That Section 2A of Ordinance No. 2019-16, as previously amended by Ordinance No. 2019-26, is hereby further amended to read in its entirety as follows:

“A. The commercial development on the Subject Property shall be constructed in accordance with the following plans, all attached hereto as **GROUP EXHIBIT A:**

- (1) Tree Removal Plan and Details, sheet X-2.1, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (2) Renderings, sheets X-5.0 – X-5.1, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (3) Elevations:
 - a. Phase 1: sheets A-1.0 through A-2.3, prepared by Architectural Studio, Ltd., and dated January 26, 2021.
 - b. Phase 2: sheets X-3.0 and X-4, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
 - c. Elevation comparisons: sheets E-0.1 and E-0.2 prepared by Architectural Studio, Ltd. and dated February 9, 2019.
- (4) Signage, sheet X-2.2, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (5) Photometrics, sheet X-6, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (6) Landscape Plan, sheet L1, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (7) First Floor Presentation, sheet X-1.0, prepared by Architectural Studio, Ltd., and dated February 9, 2019.
- (8) Site Plan, sheet C-1.0, prepared by Architectural Studio, Ltd., dated February 9, 2019 and revised October 21, 2019.
- (9) Site Drainage Plan, sheet 1 of 1, prepared by Rogina Engineers & Surveyors, and dated June 25, 2019.”

SECTION 3: That Group Exhibit A to Ordinance No. 2019-16, subsections (3)(a)-(3)(c) are amended as set forth in Exhibit 1, attached hereto and made a part hereof.

SECTION 4: That all other provisions of Ordinance 2019-16 not amended hereby shall remain unchanged and in full force and effect.

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 8th day of February, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 8th day of February, 2021.

John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

Published by me in pamphlet form this 9th day of February, 2021.

Marie Arrigoni, Village Clerk

Exhibit 1
(Group Exhibit A, Subsection (3)(a)-(c))

(3) Elevations:

- a. Phase 1: sheets A-1.0 through A-2.3, prepared by Architectural Studio, Ltd., and dated January 26, 2021.
- b. No Change (not included)
- c. Elevation comparisons: sheets E-0.1 and E-0.2 prepared by Architectural Studio, Ltd. and dated February 9, 2019.

Keynote Legend

Key Value	Keynote Text
E-1.2	Natural stone window trim
E-1.5	Stone pier on/ cmu filler
E-1.7	1/2" thick natural stone cap with 1/4" way wash
E-1.8	Natural stone fence-Fondia du Lac Ledgestone or approved equal
E-1.9	Natural stone cap with two way wash
E-2.0	BFS on/ cmu
E-2.1	BFS on/ metal studs
E-3.0	30 Year architectural composite Class "A" fire rating. Roofs on/ S01 Building felt on/ Grace "Ice and Shield" to extend from roof edge to min. 2'-0" within the line of the building envelope, measured from the interior face of exterior wall
E-3.1	Edge vent provide min 1/8 sq. in net free vent per foot
E-5.2	Distal non-combustible aluminum wood grain vented soffits Profile V 6" V Groove
E-7.1	Wood brackets/ swivel
E-7.3	Column wrap -12"x12"
E-7.4	Wood beam -12" wide x 24" deep
E-7.5	Fascia board-solar Dory gray (match coping color)
E-30.0	8" High Address numbers
E-31.0	Canceled metal flashing

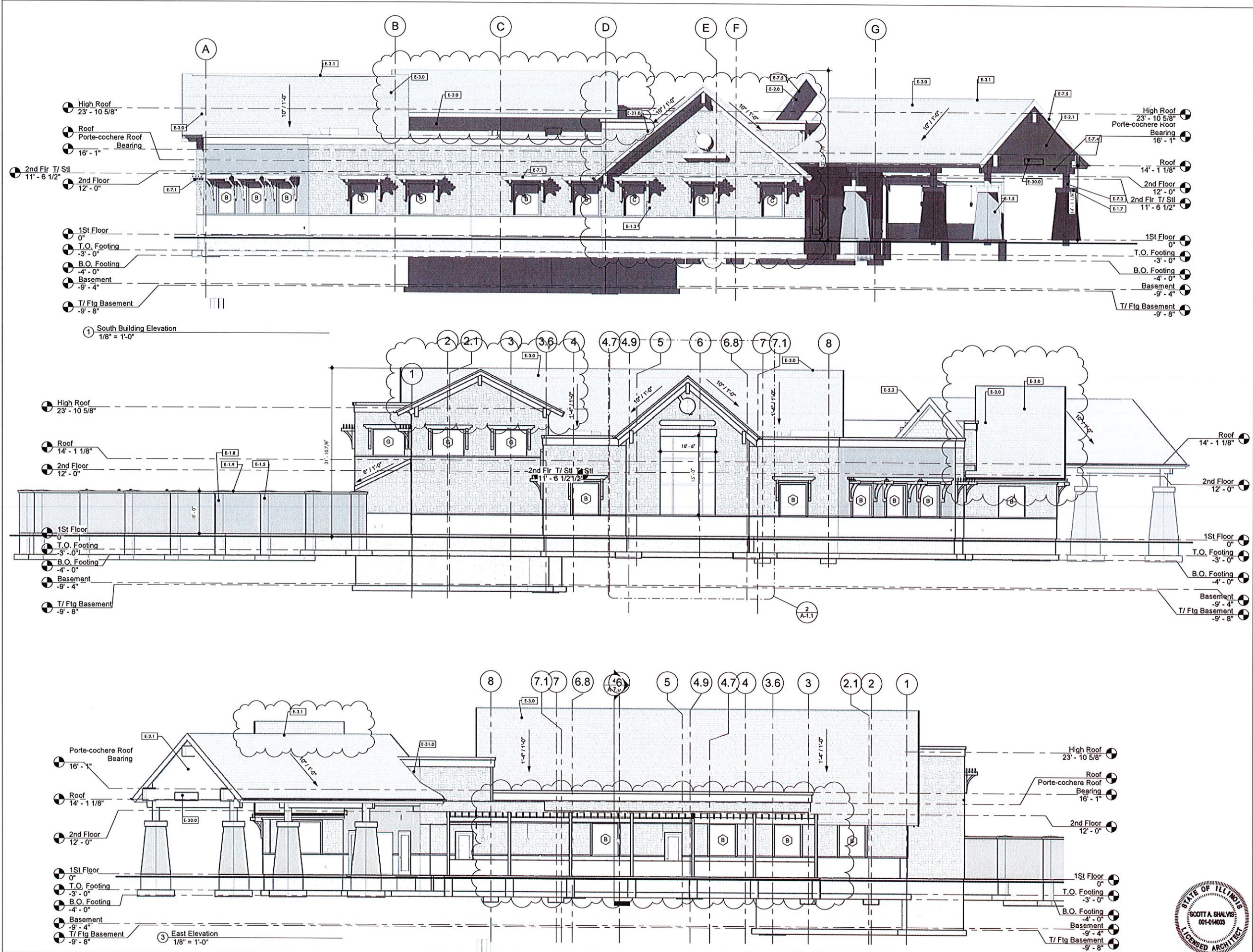
No.	Description	Date
5	Revision 5	2019-11-15
10	Revision 10	2021-01-28

Wu's House
12300 S La Grange Rd
9550 W. 123rd St
Building Elevations

Project number 2019-021
Date 02-09-2019
Drawn by Author
Checked by Checker

A-1.0

Scale 1/8" = 1'-0"



PPPD Cold Weather Safety Reminders for Seniors / Concerned Request a Senior Well Being Check

Palos Park Police remind all that it is a good the time for seniors and their loved ones to review cold weather safety reminders. Please take a moment to check on elderly and vulnerable neighbors as we experience dangerously cold temperatures and snow in the forecast.

Stay in touch with them, schedule phone calls to check up on them or if they are in Palos Park enlist our help and we will have an officer check on them.

Seniors may not realize they are putting themselves at risk until symptoms appear. Symptoms of hypothermia include: shivering, exhaustion, confusion, fumbling hands, memory loss, slurred speech and drowsiness. If symptoms are present, immediate medical attention is necessary.

- **Put a carbon monoxide detector near where you sleep.**
- **Ensure that there is adequate insulation, and check and clean the fireplace and furnace. Furnace filters should be replaced monthly.**
- **Add an extra blanket to the bed and warm the bed in advance with a hot water bottle. Never use an electric blanket - it may be difficult to operate the controls if the temperature needs to be adjusted in the night.**
- **Dress in layers of loose fitting clothing. If you go outside, make sure your head is covered.**

Every year, more than 1.6 million seniors end up in the emergency room because of a fall. With icy conditions, the chances of falling are even greater.

Preventing Falls

- **Take a couple minutes per day and stretch your limbs in order to loosen muscles.**
- **Stay inside - make arrangements for someone to shovel and salt driveways and walkways. Professional caregivers can assist with to-do items, such as bringing in the mail and/or picking up groceries.**



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: February 8, 2021	7:30 PM	Kaptur Administrative Center
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AGENDA MATTER:

Approval of Commercial Entrance Mat Rental Contract with Roscoe

BACKGROUND/HISTORY:

The Village has used Roscoe for renting its entry mats for over 12 years. These mats are at the Kaptur Administrative Center, the Recreation Center, and the Metra Station. Mats are used to scrape off dirt, water, snow, and mud from shoes and boots worn by our guests and employees. These mats provide for a safer and professional appearance to the entrances of Village owned buildings, especially when entering with water or snow on one’s shoes. The Village has been happy with Roscoe from a service and mat quality standpoint.

With regard to pricing of entry mats, staff started looking into this matter several years ago, and found the current contracts difficult to work with. With new staff at Roscoe, we have negotiated new draft contracts for the Council to consider. The term will be for 60 months, during that term, pricing will remain the same. Each of the three locations will have its own agreement as mat needs differ from building to building.

Proposed contract highlights for three concurrent agreements:

- Roscoe has agreed to changes to the contract wording requested by the staff and the Village Attorney.
- Roscoe has lowered the pricing at each location, freezing prices for the full 60-month renewal resulting in an overall 5-year savings of \$8,595.60.
- Roscoe is lowering and freezing the environmental charge at 15% of the rental subtotal that is currently 18%.
- Roscoe will only apply one \$7.00 energy charge per delivery for all three buildings, due to the close proximity of the three buildings. Energy charges are typically charged per building for each delivery.

	Current	Proposed
Kaptur	\$6,542.38	\$5,384.60
Metra	\$2,474.16	\$1,950.00
Recreation	\$ 947.18	\$ 910.00
Annual	\$9,963.72	\$8,244.60

Annual savings \$1719.12 (\$8,595.60 over five years)

RECOMMENDED MOTION:

I move to approve the mat delivery service contracts for the Kaptur Center, Metra Station, and Recreation Center for a 60-month period (26 deliveries per year) with Roscoe in the annual amount of \$8,244.60

Addendum A for Palos Park Kaptur Center (rental # 2599)

Palos Park (Kaptur)



Current

Proposed

Product:	Inventory:	Billing Quantity:	Rental Rate:	Extended:	Product:	Inventory:	Billing Quantity:	Rental Rate:	Extended:
6x10 Slate Gray Image	8	4	\$17.79	\$71.16	6x10 Slate Gray Image	8	4	\$12.00	\$48.00
4x6 Lease Scraper	2	2	\$5.25	\$10.50	4x6 Lease Scraper	2	2	\$5.00	\$10.00
3x5 Scraper*Step* Lease	1	1	\$5.53	\$5.53	3x5 Scraper*Step* Lease	1	1	\$4.50	\$4.50
3x5 Scraper*Step* XC	2	1	\$2.82	\$2.82	3x5 Scraper*Step* XC	2	1	\$2.50	\$2.50
3x4 Confetti Image	2	1	\$8.90	\$8.90	3x4 Confetti Image	2	1	\$5.00	\$5.00
3x10 Confetti Image	4	2	\$10.05	\$20.10	3x10 Confetti Image	4	2	\$10.00	\$20.00
3x15 Confetti Image	8	4	\$11.88	\$47.52	3x15 Confetti Image	8	4	\$12.00	\$48.00
4x6 Confetti Super	4	2	\$10.58	\$21.16	4x6 Confetti Super	4	2	\$8.00	\$16.00
3x4 Storm Gray Super	8	4	\$5.66	\$22.62	3x4 Storm Gray Super	8	4	\$5.00	\$20.00
Energy Charge				\$7.00	Energy Charge				\$7.00
Rental Subtotal:				\$210.31	Rental Subtotal:				\$174.00
Environmental Charge		18%		\$34.32	Environmental Charge		15%		\$26.10
Rental Subtotal + Environmental Charge:				\$251.63	Rental Subtotal + Environmental Charge:				\$207.10
TOTAL INVOICE AMOUNT:				\$251.63	TOTAL INVOICE AMOUNT:				\$207.10

Total current annual charge for Every Other Week **\$6,542.38**
Total proposed annual charge for Every Other Week **\$5,384.60**
Annual cost savings **\$1,157.78**

- * 60 month renewal w/ 60 month price freeze
- * Freeze the environmental charge @ 15% of rental subtotal
- * Rec center will remain @ \$35 Every Other Week (26 deliveries per year)
- * Pricing is based on 26 deliveries per year for 60 months.



RENTAL AGREEMENT

3535 W. Harrison St - Chicago, IL 60624-3798 - (773) 722-5000 - FAX (773) 722-0827

Bill Name: VILLAGE OF PALOS PARK KAP
Address: 8999 W. 123rd ST
City: PALOS PARK IL 60464
Phone: 708-448-2700
AP contact: SALLY KINNEY

Delivery Name: VILLAGE OF PALOS PARK KAP
Address: 8999 W 123rd ST
City: PALOS PARK IL 60464-
Phone: (708)448-2700
Delivery Contact: SALLY KINNEY

THIS AGREEMENT made at _____, Illinois, this ____ day of _____ in the year of _____ between The Roscoe Company hereinafter called the "SUPPLIER" and the undersigned, hereinafter called "CUSTOMER".

1. The SUPPLIER agrees to furnish on a rental basis all merchandise necessary to provide the services as described on the customer's invoice or herein:

Table with columns: Current Replacement Charge, Item Number, Item Description, Inventory, Billing Percent, Number of Wearers, Number of Changes, Rental Rate, Extended. Includes items like 6X10 SLATE GRAY IMAGE, 4X6 LEASED SCRAPER, etc.

Table with columns: Acct #, Rental #, Route #, Day, Delivery Schedule, New Agreement Renewal. Values: 76866, 2599, 30, 3 Wednesday, 6 Every Other Week.

AGREEMENT PERIOD: 20 months of scheduled deliveries from date of installation. CHARGE ACCOUNT TERMS: Net Payment due upon invoice receipt.

Supplier guarantees that it will (a) Repair and return to the Customer all garments in need of repair, (b) Return all merchandise in a useable condition, (c) Return all merchandise picked up for cleaning the following scheduled delivery day; and (d) Deliver all additional wearers requesting standard size and color received on a regular delivery day.

Roscoe Representative
ACCEPTED FOR THE SUPPLIER BY:
Roscoe Authorized Signature
Date of Installation

THIS RENTAL AGREEMENT SUBJECT TO THE PROVISIONS PRINTED ON PAGE TWO (2)

CUSTOMER Authorized Signature
Print Name
Print Title

2. SERVICE PERFORMANCE NOTIFICATION: All claimed deficiencies in Supplier's service performance under this agreement must be detailed in writing by Customer and sent via certified mail, return receipt requested, to the Service Team Leader. Supplier shall be required to correct reasonable deficiencies and Supplier shall have 60 days following receipt of such notice within to correct these deficiencies. Any claimed deficiencies shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60 day period. Unless Customer complies strictly with this paragraph, Customer shall be precluded from asserting any claim of defense or termination of the agreement based upon a service problem or breach of Supplier's obligations. In no event shall the Supplier be liable for consequential or incidental damages resulting from, or connected with its inability or failure to perform its obligations under this agreement.

Address: 3535 W. Harrison ST, Chicago, IL 60624

3. REDUCTION OF RENTAL CHARGES: All merchandise issued to the Customer must be returned or paid for before any subsequent reduction of charges will be made. No reduction in service shall reduce the weekly rental charges below the greater of 50% of the average of the highest 8 invoices of this agreement or the minimum invoice amount of \$75. No decrease in the number of employees shall serve to decrease the weekly charge unless that employee terminates employment.

4. ADDITIONAL CHARGES AND TAXES: The foregoing rental rates do not include service and other charges which may include makeup, extra charge, replacement, size/style/color change, emblem, embroidery, non-standard size/color, damage/less/combined protection, premium prep, new garment program, premium mat program, custom garment program, service and environmental, recycling, statement, energy, chip replacement, COD handling and equipment to include: lockers, dispensers, handles, frames, carts, bags, and stands which shall be paid by the Customer at the Supplier's then prevailing rates. The service and environmental charge is used to help pay Supplier's current and future costs including, but not limited to costs directly and indirectly related to delivery of goods and services. Service, environmental and energy charges are not a tax from any governmental agency. Taxes will be assessed where applicable.

5. LOST, STOLEN, DAMAGED, CUSTOM MERCHANDISE: The Customer agrees that all merchandise furnished for their use shall at all times remain the property of the Supplier and that if any be lost, stolen or damaged, the Customer agrees to pay the supplier according to their then established replacement charge. Merchandise returned within 30 days after a loss charge will be credited, however a damage charge may be assessed. The Customer agrees to pay the Supplier for all custom merchandise in Customer's use and in Supplier's inventory according to their then established replacement charge if rental is discontinued. Custom merchandise shall include, but not limited to custom logo mats, non-standard size/color/emblems, embroidered or screen printed merchandise, storage and moving equipment and merchandise obtained for the Customer's exclusive use. The Customer agrees that the Supplier may make periodic physical inventories of its rental merchandise covered herein, upon the premises of the Customer.

6. CONTINUOUS SERVICE AND PRICE: All prices are predicated upon uninterrupted service. Customer will accept and pay for scheduled service, without any exceptions for vacations or temporary absences. Supplier may annually increase the rental rates charged herein by up to the Producer Price Index or 7% whichever is greater. In addition Supplier has the right to increase its then current rental charges by an amount in excess of the annual price increase, subject to the following conditions: (a) Supplier shall notify Customer of each such increase by stating the following on the first invoice that reflects such increase: "THIS INVOICE REFLECTS A SPECIAL PRICE INCREASE"; (b) If Customer objects to such increase, Customer must notify Supplier via certified mail of its objection within 30 days after the date of the first invoice to reflect such increase; (c) if that notice is given, Supplier, and not the Customer, shall have the right either to reverse the increase to which Customer has objected or terminate the service of the merchandise affected by such increase; and (d) if that notice is not given, then Customer shall be bound by the increase.

NO RENTAL RATE INCREASE FOR INITIAL 60 months

7. TERMS OF PAYMENTS: Customer agrees net payment will be due upon receipt of invoice. A finance charge of 1.5% per month (18% per annum) shall be added to any amounts remaining not paid. A service charge of \$40 will be applied for every check returned due to insufficient funds. If Customer fails to make any payment thereunder when due, Supplier has the option to pursue its remedies including but not limited to:

- Deem this agreement breached and terminate service or
- Treat this agreement as remaining in force and continue to make future deliveries on a check on delivery (C.O.D.) basis.

8. MERCHANDISE LAUNDERING, AVAILABILITY AND INDEMNITY: None other than the Supplier shall launder any item furnished by the Supplier except it is understood that in the event the Supplier is unable to perform due to acts of God, labor difficulties, war, riot, work stoppage or other reasons beyond its control, the Customer may clean the merchandise at its own expense and receive during such a period a discount equal to 50% of weekly rental charges incurred during the full week period prior to such inability to perform. Customer acknowledges that Supplier's ability to provide any particular merchandise is subject to availability. Supplier makes no representation or warranty that any particular style or type of merchandise will be available throughout the term of the agreement. Supplier may replace any products with like or similar products, and will not be required to replace the entire inventory of products issued to Customer as a result of any substitutions. Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.

9. BREACH OF AGREEMENT: If Customer should terminate this agreement prior to expiration date, or if Supplier should terminate this agreement as a result of a breach by Customer, the Customer agrees to pay the Supplier, as liquidated damages for anticipated lost profit and not as a penalty, 60% of the average invoice charges for the most recent 12 scheduled deliveries preceding the cancellation, multiplied by the number of deliveries remaining under the agreement. Customer acknowledges that fixing future lost profits upon Customer's breach is subject to many variable factors which can not be calculated at the time of breach except under this liquidated damage provision, which is a good faith estimate of the profits anticipated by the Supplier under the fully performed agreement.

10. GOVERNING LAWS AND LEGAL PROCEEDINGS: This agreement is being entered into in the state in which Supplier's service center facility, from which Supplier provides service to Customer, is located and shall be governed by the laws of said state. Customer consents to jurisdiction in the courts of Chicago, Cook County, Illinois in any lawsuit or action arising under or by reason of any terms of this agreement. The Customer shall pay all cost, including attorney and collection fees incurred by the Supplier in enforcing any terms of this agreement. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions herein shall remain in full force and effect.

11. BINDING EFFECT: This agreement, an executed copy of which will be forwarded after same is executed by the Supplier, shall be binding and shall inure to the benefit of personal Representatives, Successors and assigns to the parties hereto. This agreement is entire and includes all understandings of the parties. No alterations, amendments, or future understandings shall be binding unless reduced to writing and signed by the parties hereto.

12. MOVING AND SALE OF BUSINESS: Customer's obligation to accept service will continue even if the Customer moves its business to a different location provided that the new location is within the Suppliers route delivery area. On a sale of this business or its principal assets to a successor, the Customer shall cause the successor to assume in writing the subsequent performance of this agreement. The agreement is binding upon any successors to the respective businesses of the parties, and the respective parties shall so inform any such successor, Supplier may assign this agreement without consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.

13. CANCELLATION AND RENEWAL PROCEDURES: Within 30 days of expiration date either party may terminate this agreement effective as of the expiration of the agreement period, or effective as of the expiration of any renewal period, by giving written notice to that effect to the other party by United States certified mail, return receipt requested, at least 180 days prior to the expiration of the agreement period or of the renewal period, as the case may be. Unless so terminated, this agreement shall remain in full force and effect for a renewal period equal to the greater of the original agreement period or 36 months of scheduled deliveries; and thereafter for successive renewal periods of equal duration unless and until terminated by written notice in the manner aforesaid. Upon expiration of the term of this agreement or any renewal term, such business shall then be on a month to month basis and all other terms of this agreement will remain in full force and effect subject to termination by either party for any reason by giving 60 day written notice to that effect to the other party by United States certified mail, return receipt requested.

14. OTHER RENTAL AGREEMENTS: Customer represents that it is not a party to any contract with any other Supplier relating to the furnishing of the merchandise and services which are the subject matter of this agreement during the time period covered by this agreement. Customer will accept exclusively from Supplier all of the Customers requirements for the types of merchandise and services listed on this agreement and invoices.

15. FLAME RETARDANT OR RESISTANT, CHEMICAL RESISTANCE AND HIGH/ENHANCED VISIBILITY: Unless otherwise specified in agreement, garments supplied under this agreement are not flame retardant or resistant, chemical resistant or high/enhanced visibility and contain no special flame retardant or resistant, chemical resistant or high/enhanced visibility features. Customer agrees to notify its employees that garments provided by Supplier are not designed for use in areas of flammability risk, where contact with hazardous materials is possible or where the need for high/enhanced garments is needed. Such garments are available from Supplier. Should Supplier provide flame retardant or resistant, chemical resistant or high/enhanced visibility merchandise to Customer, Customer acknowledges that Supplier has made no representation, warranty or covenant, either implied or expressed, with respect to the flame retardant or resistant, chemical resistant or visibility level of the of the fabrics or with respect to the fitness or suitability of the fabrics or garments for any particular purpose. Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that numerous manufacturers market fabrics represented to be flame resistant, chemical resistant or high visibility. Supplier makes no independent representation as to the flame retardant or resistant, chemical resistant or high/enhanced visibility qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing flame retardant or resistant, chemical resistant or high/enhanced visibility garments that no representation is made as to the garments ability to protect user from injury or death. Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.

16. RIGHT TO KNOW NOTIFICATION: Customer agrees to notify the Supplier, in writing through Material Data Safety Sheets, of any hazardous materials that may come in contact with or be transferred to soiled textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to the Supplier's employees, equipment or building. Supplier does not accept any responsibility or liability regarding toxic or hazardous substances in merchandise and reserves the right not to transport, store, process or dispose of toxic or hazardous merchandise.

Palos Park (Metra Station)



Addendum A for Palos Park Metra Center (rental # 0830)

Current

Product:	Inventory:	Billing Quantity:	Rental Rate:	Extended:
4x6 Leased Scraper	3	3	\$5.25	\$15.75
4x6 Scraper Exchange	6	3	\$7.67	\$23.00
6x10 Cinnamon Image M	4	2	\$17.79	\$35.58
3x4 Cinnamon Super	2	1	\$5.66	\$5.66
Rental Subtotal:				\$79.98
Environmental Charge		18%		\$15.18
Rental Subtotal + Environmental Charge:				\$95.16
TOTAL INVOICE AMOUNT:				\$95.16

Proposed

Product:	Inventory:	Billing Quantity:	Rental Rate:	Extended:
4x6 Leased Scraper	3	3	\$5.00	\$15.00
4x6 Scraper Exchange	6	3	\$6.50	\$19.50
6x10 Cinnamon Image M	4	2	\$12.00	\$24.00
3x4 Cinnamon Super	2	1	\$5.00	\$5.00
Rental Subtotal:				\$63.50
Environmental Charge				\$9.53
Balance minimum of \$75				\$1.97
Rental Subtotal + Environmental Charge:				\$75.00
TOTAL INVOICE AMOUNT:				\$75.00

Total current annual charge for Every Other Week	\$2,474.16
Total proposed annual charge for Every Other Week	\$1,950.00
Annual cost savings	\$524.16

- * 60 month renewal w/ 60 month price freeze
- * Freeze the environmental charge @ 15% of rental subtotal
- * Rec center will remain @ \$35 Every Other Week (26 deliveries per year)
- * Pricing is based on 26 deliveries per year for 60 months.



RENTAL AGREEMENT

3535 W. Harrison St - Chicago, IL 60624-3798 - (773) 722-5000 - FAX (773) 722-0827

Bill Name: VILLAGE OF PALOS PARK
Address: 8999 W. 123rd ST
City: Palos Park IL 60464
Phone: 708-671-3700
Fax:
AP: SALLY KINNEY
Contact:
AP:
E-Mail:
R.F.E.I.N.:

Delivery Name: PALOS PARK METRA STATION
Address: 12100 S 82ND ST
City: PALOS PARK IL 60464-
Phone: (708)671-3760 Fax:
Delivery Contact: SALLY KINNEY
Delivery E-Mail:
SIC code:

THIS AGREEMENT made at _____, Illinois, this _____ day of _____ in the year of _____ between The Roscoe Company hereinafter called the "SUPPLIER" and the undersigned, hereinafter called "CUSTOMER". THE PARTIES HEREBY AGREE UPON THE TERMS SET FORTH BELOW AND UPON THE REVERSE SIDE HEREOF and supplemental page(s) if any hereto attached and incorporated herein.

1. The SUPPLIER agrees to furnish on a rental basis all merchandise necessary to provide the services as described on the customer's invoice or herein:

Table with columns: Current Replacement Charge, Item Number, Item Description, Inventory, Billing Percent, Number of Wearers, Number of Changes, Rental Rate, Extended. Rows include items like 4X6 Leased Scraper Mat, 4X6 Scraper Clean/xchnng, 6X10 Cinnamon Image, 3X4 Cinnamon Super, and ENVR PROT AND SERVICE.

Table with columns: Acct #, Rental #, Route #, Day, Delivery Schedule. Values: 76866, 0830, 30, 3 Wednesday, 6 Every Other Week.

New Agreement Renewal checkbox

AGREEMENT PERIOD: 34 months of scheduled deliveries from date of installation. CHARGE ACCOUNT TERMS: Net Payment due upon invoice receipt. The CUSTOMER further agrees that there shall be a MINIMUM INVOICE AMOUNT of \$75.00 for the duration of this agreement.

Supplier guarantees that it will (a) Repair and return to the Customer all garments in need of repair, (b) Return all merchandise in a useable condition, (c) Return all merchandise picked up for cleaning the following scheduled delivery day; and (d) Deliver all additional wearers requesting standard size and color received on a regular delivery day.

Roscoe Representative
ACCEPTED FOR THE SUPPLIER BY:
Roscoe Authorized Signature
Date of Installation

THIS RENTAL AGREEMENT SUBJECT TO THE PROVISIONS PRINTED ON PAGE TWO (2)

CUSTOMER Authorized Signature
Print Name
Print Title

2. SERVICE PERFORMANCE NOTIFICATION: All claimed deficiencies in Supplier's service performance under this agreement must be detailed in writing by Customer and sent via certified mail, return receipt requested, to the Service Team Leader. Supplier shall be required to correct reasonable deficiencies and Supplier shall have 60 days following receipt of such notice within to correct these deficiencies. Any claimed deficiencies shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60 day period. Unless Customer complies strictly with this paragraph, Customer shall be precluded from asserting any claim of defense or termination of the agreement based upon a service problem or breach of Supplier's obligations. In no event shall the Supplier be liable for consequential or incidental damages resulting from, or connected with its inability or failure to perform its obligations under this agreement.

Address: 3535 W. Harrison ST, Chicago, IL 60624

3. REDUCTION OF RENTAL CHARGES: All merchandise issued to the Customer must be returned or paid for before any subsequent reduction of charges will be made. No reduction in service shall reduce the weekly rental charges below the greater of 50% of the average of the highest 8 invoices of this agreement or the minimum invoice amount of \$75. No decrease in the number of employees shall serve to decrease the weekly charge unless that employee terminates employment.

4. ADDITIONAL CHARGES AND TAXES: The foregoing rental rates do not include service and other charges which may include makeup, extra change, replacement, size/style/color change, emblem, embroidery, non-standard size/color, damage/loss/combined protection, premium prep, new garment program, premium mat program, custom garment program, service and environmental, recycling, statement, energy, chip replacement, COD handling and equipment to include: lockers, dispensers, handles, frames, caris, bags, and stands which shall be paid by the Customer at the Supplier's then prevailing rates. The service and environmental charge is used to help pay Supplier's current and future costs including, but not limited to costs directly and indirectly related to delivery of goods and services. Service, environmental and energy charges are not a tax from any governmental agency. Taxes will be assessed where applicable.

5. LOST, STOLEN, DAMAGED, CUSTOM MERCHANDISE: The Customer agrees that all merchandise furnished for their use shall at all times remain the property of the Supplier and that if any be lost, stolen or damaged, the Customer agrees to pay the supplier according to their then established replacement charge. Merchandise returned within 30 days after a loss charge will be credited, however a damage charge may be assessed. The Customer agrees to pay the Supplier for all custom merchandise in Customer's use and in Supplier's inventory according to their then established replacement charge if rental is discontinued. Custom merchandise shall include, but not limited to custom logo mats, non-standard size/color/emblems, embroidered or screen printed merchandise, storage and moving equipment and merchandise obtained for the Customer's exclusive use. The Customer agrees that the Supplier may make periodic physical inventories of its rental merchandise covered herein, upon the premises of the Customer.

6. CONTINUOUS SERVICE AND PRICE: All prices are predicated upon uninterrupted service. Customer will accept and pay for scheduled service, without any exceptions for vacations or temporary absences. Supplier may annually increase the rental rates charged herein by up to the Producer Price Index or 7% whichever is greater. In addition Supplier has the right to increase its then current rental charges by an amount in excess of the annual price increase, subject to the following conditions: (a) Supplier shall notify Customer of each such increase by stating the following on the first invoice that reflects such increase: "THIS INVOICE REFLECTS A SPECIAL PRICE INCREASE"; (b) If Customer objects to such increase, Customer must notify Supplier via certified mail of its objection within 30 days after the date of the first invoice to reflect such increase; (c) if that notice is given, Supplier, and not the Customer, shall have the right either to reverse the increase to which Customer has objected or terminate the service of the merchandise affected by such increase; and (d) if that notice is not given, then Customer shall be bound by the increase.

No Rental rate increase for initial 60 months

7. TERMS OF PAYMENTS: Customer agrees net payment will be due upon receipt of invoice. A finance charge of 1.5% per month (18% per annum) shall be added to any amounts remaining not paid. A service charge of \$40 will be applied for every check returned due to insufficient funds. If Customer fails to make any payment thereunder when due, Supplier has the option to pursue its remedies including but not limited to:

- Deem this agreement breached and terminate service or
- Treat this agreement as remaining in force and continue to make future deliveries on a check on delivery (C.O.D.) basis.

8. MERCHANDISE LAUNDERING, AVAILABILITY AND INDEMNITY: None other than the Supplier shall launder any item furnished by the Supplier except it is understood that in the event the Supplier is unable to perform due to acts of God, labor difficulties, war, riot, work stoppage or other reasons beyond its control, the Customer may clean the merchandise at its own expense and receive during such a period a discount equal to 50% of weekly rental charges incurred during the full week period prior to such inability to perform. Customer acknowledges that Supplier's ability to provide any particular merchandise is subject to availability. Supplier makes no representation or warranty that any particular style or type of merchandise will be available throughout the term of the agreement. Supplier may replace any products with like or similar products, and will not be required to replace the entire inventory of products issued to Customer as a result of any substitutions. Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.

9. BREACH OF AGREEMENT: If Customer should terminate this agreement prior to expiration date, or if Supplier should terminate this agreement as a result of a breach by Customer, the Customer agrees to pay the Supplier, as liquidated damages for anticipated lost profit and not as a penalty, 60% of the average invoice charges for the most recent 12 scheduled deliveries preceding the cancellation, multiplied by the number of deliveries remaining under the agreement. Customer acknowledges that fixing future lost profits upon Customer's breach is subject to many variable factors which can not be calculated at the time of breach except under this liquidated damage provision, which is a good faith estimate of the profits anticipated by the Supplier under the fully performed agreement.

10. GOVERNING LAWS AND LEGAL PROCEEDINGS: This agreement is being entered into in the state in which Supplier's service center facility, from which Supplier provides service to Customer, is located and shall be governed by the laws of said state. Customer consents to jurisdiction in the courts of Chicago, Cook County, Illinois of any lawsuit or action arising under or by reason of any terms of this agreement. The Customer shall pay all cost, including attorney and collection fees incurred by the Supplier in enforcing any terms of this agreement. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions herein shall remain in full force and effect.

11. BINDING EFFECT: This agreement, an executed copy of which will be forwarded after same is executed by the Supplier, shall be binding and shall inure to the benefit of personal Representatives, Successors and assigns to the parties hereto. This agreement is entire and includes all understandings of the parties. No alterations, amendments, or future understandings shall be binding unless reduced to writing and signed by the parties hereto.

12. MOVING AND SALE OF BUSINESS: Customer's obligation to accept service will continue even if the Customer moves its business to a different location provided that the new location is within the Suppliers route delivery area. On a sale of this business or its principal assets to a successor, the Customer shall cause the successor to assume in writing the subsequent performance of this agreement. The agreement is binding upon any successors to the respective businesses of the parties, and the respective parties shall so inform any such successor, Supplier may assign this agreement without consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.

13. CANCELLATION AND RENEWAL PROCEDURES: Within 365 days of expiration date either party may terminate this agreement effective as of the expiration of the agreement period, or effective as of the expiration of any renewal period, by giving written notice to that effect to the other party by United States certified mail, return receipt requested, at least 180 days prior to the expiration of the agreement period or of the renewal period, as the case may be. Unless so terminated, this agreement shall remain in full force and effect for a renewal period equal to the greater of the original agreement period or 36 months of scheduled deliveries, and thereafter for successive renewal periods of equal duration unless and until terminated by written notice in the manner aforesaid. Upon expiration of the term of this agreement or any renewal term, such business shall then be on a month to month basis and all other terms of this agreement will remain in full force and effect subject to termination by either party for any reason by giving 60 day written notice to that effect to the other party by United States certified mail, return receipt requested.

14. OTHER RENTAL AGREEMENTS: Customer represents that it is not a party to any contract with any other Supplier relating to the furnishing of the merchandise and services which are the subject matter of this agreement during the time period covered by this agreement. Customer will accept exclusively from Supplier all of the Customers requirements for the types of merchandise and services listed on this agreement and invoices.

15. FLAME RETARDANT OR RESISTANT, CHEMICAL RESISTANCE AND HIGH/ENHANCED VISIBILITY: Unless otherwise specified in agreement, garments supplied under this agreement are not flame retardant or resistant, chemical resistant or high/enhanced visibility and contain no special flame retardant or resistant, chemical resistant or high/enhanced visibility features. Customer agrees to notify its employees that garments provided by Supplier are not designed for use in areas of flammability risk, where contact with hazardous materials is possible or where the need for high/enhanced garments is needed. Such garments are available from Supplier. Should Supplier provide flame retardant or resistant, chemical resistant or high/enhanced visibility merchandise to Customer, Customer acknowledges that Supplier has made no representation, warranty or covenant, either implied or expressed, with respect to the flame retardant or resistant, chemical resistant or visibility level of the of the fabrics or with respect to the fitness or suitability of the fabrics or garments for any particular purpose. Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that numerous manufacturers market fabrics represented to be flame resistant, chemical resistant or high visibility. Supplier makes no independent representation as to the flame retardant or resistant, chemical resistant or high/enhanced visibility qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing flame retardant or resistant, chemical resistant or high/enhanced visibility garments that no representation is made as to the garments ability to protect user from injury or death. Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.

16. RIGHT TO KNOW NOTIFICATION: Customer agrees to notify the Supplier, in writing through Material Data Safety Sheets, of any hazardous materials that may come in contact with or be transferred to soiled textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to the Supplier's employees, equipment or building. Supplier does not accept any responsibility or liability regarding toxic or hazardous substances in merchandise and reserves the right not to transport, store, process or dispose of toxic or hazardous merchandise.

Addendum A for Palos Park Recreation Center (rental # 9262)

Palos Park Recreation Center



Current

Proposed

Product:	Inventory:	Minimum Billing Percent:	# Of Wearers / Mats:	# Of Changes/ Billing Quantity:	Rental Rate:	Extended:
3x4 Confetti Super	4	50%	1	2	\$5.27	\$10.54
4x6 Storm Gray Super	4	50%	1	2	\$8.07	\$16.14
Rental Subtotal:						\$26.68
Environmental Charge						\$9.75
Rental Subtotal + Environmental Charge:						\$36.43
TOTAL INVOICE AMOUNT:						\$36.43

Product:	Inventory:	Minimum Billing Percent:	# Of Wearers / Mats:	# Of Changes/ Billing Quantity:	Rental Rate:	Extended:
3x4 Confetti Super	4	50%	1	2	\$5.50	\$11.00
4x6 Storm Gray Super	4	50%	1	2	\$7.50	\$15.00
Rental Subtotal:						\$26.00
Environmental Charge						\$9.00
Rental Subtotal + Environmental Charge:						\$35.00
TOTAL INVOICE AMOUNT:						\$35.00

• 60 month renewal w/ 60 month price freeze
 • Freeze the environmental charge @ 15% of rental subtotal
 • Rec center will remain @ \$35 Every Other Week
 (26 deliveries per year)
 • Pricing is based on 26 deliveries per year for 60 months.

Total current annual charge for Every Other Week **\$947.18**
 Total proposed annual charge for Every Other Week **\$910.00**
Annual cost savings \$37.18



RENTAL AGREEMENT

3535 W. Harrison St - Chicago, IL 60624-3798 - (773) 722-5000 - FAX (773) 722-0827

Bill Name: **PALOS PARK REC CENTER**
 Address: **8901 W 123RD**
 City: **PALOS PARK** IL **60464**
 State/Zip: **IL 60464**
 Phone: **(708)671-3762** Fax: **(708)671-3762**
 AP contact
 AP
 E-Mail
 R F.E.I.N.

Delivery Name: **PALOS PARK REC CENTER**
 Address: **8901 W 123RD**
 City: **PALOS PARK IL 60464-**
 State/Zip: **IL 60464-**
 Phone: **(708)361-1535** Fax
 Delivery Contact
 Delivery E-Mail
 SIC code

THIS AGREEMENT made at _____, Illinois, this ____ day of _____ in the year of _____ between The Roscoe Company hereinafter called the "SUPPLIER" and the undersigned, hereinafter called "CUSTOMER". THE PARTIES HEREBY AGREE UPON THE TERMS SET FORTH BELOW AND UPON THE REVERSE SIDE HEREOF and supplemental page(s) if any hereto attached and incorporated herein.

1. The SUPPLIER agrees to furnish on a rental basis all merchandise necessary to provide the services as described on the customer's invoice or herein:

Current Replacement Charge	Item Number	Item Description	Inventory	Billing Percent	Number of Wearers	Number of Changes	Rental Rate	Extended
	76110	3X4 Confetti Super	4	50		2	5.50	
	76420	4X6 Storm Gray Super	4	50		2	7.50	
		ENVR PROT AND SERVICE					9.00	

Acct #	82488	Rental #	9262	Route#	30	Day	3 Wednesday	Delivery Schedule	6	Every Other Week
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New Agreement
 Renewal

AGREEMENT PERIOD: ~~6~~ ⁶⁰ months of scheduled deliveries from date of installation. CHARGE ACCOUNT TERMS: Net Payment due upon invoice receipt. The CUSTOMER further agrees that there shall be a MINIMUM INVOICE AMOUNT of ~~\$75.00~~ ^{435.00} for the duration of this agreement.

Supplier guarantees that it will (a) Repair and return to the Customer all garments in need of repair, (b) Return all merchandise in a useable condition, (c) Return all merchandise picked up for cleaning the following scheduled delivery day; and (d) Deliver all additional wearers requesting standard size and color received on a regular delivery day. If Supplier fails to meet the guarantees listed above, the Customer will be entitled to a credit equal to the weekly charge for the nonconforming item. Supplier's failure to meet the guarantees will not entitle the Customer to cancel this agreement, subject to the provisions of paragraph two on the reverse side of this agreement.

 Roscoe Representative
 ACCEPTED FOR THE SUPPLIER BY:

 Roscoe Authorized Signature

 Date of Installation

THIS RENTAL AGREEMENT SUBJECT TO THE PROVISIONS PRINTED ON PAGE TWO (2)

 CUSTOMER Authorized Signature

 Print Name

 Print Title

2. SERVICE PERFORMANCE NOTIFICATION: All claimed deficiencies in Supplier's service performance under this agreement must be detailed in writing by Customer and sent via certified mail, return receipt requested, to the Service Team Leader. Supplier shall be required to correct reasonable deficiencies and Supplier shall have 60 days following receipt of such notice within to correct these deficiencies. Any claimed deficiencies shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60 day period. Unless Customer complies strictly with this paragraph, Customer shall be precluded from asserting any claim or defense or termination of the agreement based upon a service problem or breach of Supplier's obligations. In no event shall the Supplier be liable for consequential or incidental damages resulting from, or connected with its inability or failure to perform its obligations under this agreement. *Address: 3535 W. Harrison St, Chicago IL 60624*

3. REDUCTION OF RENTAL CHARGES: All merchandise issued to the Customer must be returned or paid for before any subsequent reduction of charges will be made. No reduction in service shall reduce the weekly rental charges below the greater of 50% of the average of the highest 8 invoices of this agreement or the minimum invoice amount of ~~\$75~~ *\$35*. No reduction in the number of employees shall serve to decrease the weekly charge unless that employee terminates employment.

4. ADDITIONAL CHARGES AND TAXES: The foregoing rental rates do not include service and other charges which may include makeup, extra change, replacement, size/style/color change, emblem, embroidery, non-standard size/color, damage/loss/combined protection, premium prep, new garment program, premium mat program, custom garment program, service and environmental, recycling, statement, energy, chip replacement, COD handling and equipment to include: lockers, dispensers, handles, frames, carts, bags, and stands which shall be paid by the Customer at the Supplier's then prevailing rates. The service and environmental charge is used to help pay Supplier's current and future costs including, but not limited to costs directly and indirectly related to delivery of goods and services. Service, environmental and energy charges are not a tax from any governmental agency. Taxes will be assessed where applicable.

5. LOST, STOLEN, DAMAGED, CUSTOM MERCHANDISE: The Customer agrees that all merchandise furnished for their use shall at all times remain the property of the Supplier and that if any be lost, stolen or damaged, the Customer agrees to pay the supplier according to their then established replacement charge. Merchandise returned within 30 days after a loss charge will be credited, however a damage charge may be assessed. The Customer agrees to pay the Supplier for all custom merchandise in Customer's use and in Supplier's inventory according to their then established replacement charge if rental is discontinued. Custom merchandise shall include, but not limited to custom logo mats, non-standard size/color/emblems, embroidered or screen printed merchandise, storage and moving equipment and merchandise obtained for the Customer's exclusive use. The Customer agrees that the Supplier may make periodic physical inventories of its rental merchandise covered herein, upon the premises of the Customer.

6. CONTINUOUS SERVICE AND PRICE: All prices are predicated upon uninterrupted service. Customer will accept and pay for scheduled service, without any exceptions for vacations or temporary absences. ~~Supplier may annually increase the rental rates charged herein by up to the Producer Price Index or 7% whichever is greater. In addition Supplier has the right to increase its then current rental charges by an amount in excess of the annual price increase, subject to the following conditions: (a) Supplier shall notify Customer of each such increase by stating the following on the first invoice that reflects such increase: "THIS INVOICE REFLECTS A SPECIAL PRICE INCREASE"; (b) If Customer objects to such increase, Customer must notify Supplier via certified mail of its objection within 30 days after the date of the first invoice to reflect such increase; (c) if that notice is given, Supplier, and not the Customer, shall have the right either to reverse the increase to which Customer has objected or terminate the service of the merchandise effected by such increase; and (d) if that notice is not given, then Customer shall be bound by the increase.~~ *No rental rate increase for initial 60 months.*

7. TERMS OF PAYMENTS: Customer agrees net payment will be due upon receipt of invoice. A finance charge of 1.5% per month (18% per annum) shall be added to any amounts remaining not paid. A service charge of \$40 will be applied for every check returned due to insufficient funds. If Customer fails to make any payment thereunder when due, Supplier has the option to pursue its remedies including but not limited to:

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- Treat this agreement as remaining in force and continue to make future deliveries on a check on delivery (C.O.D.) basis.

8. MERCHANDISE LAUNDERING, AVAILABILITY AND INDEMNITY: None other than the Supplier shall launder any item furnished by the Supplier except it is understood that in the event the Supplier is unable to perform due to acts of God, labor difficulties, war, riot, work stoppage or other reasons beyond its control, the Customer may clean the merchandise at its own expense and receive during such a period a discount equal to 50% of weekly rental charges incurred during the full week period prior to such inability to perform. Customer acknowledges that Supplier's ability to provide any particular merchandise is subject to availability. Supplier makes no representation or warranty that any particular style or type of merchandise will be available throughout the term of the agreement. Supplier may replace any products with like or similar products, and will not be required to replace the entire inventory of products issued to Customer as a result of any substitutions. *Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.*

9. BREACH OF AGREEMENT: If Customer should terminate this agreement prior to expiration date, or if Supplier should terminate this agreement as a result of a breach by Customer, the Customer agrees to pay the Supplier, as liquidated damages for anticipated lost profit and not as a penalty, 60% of the average invoice charges for the most recent 12 scheduled deliveries preceding the cancellation, multiplied by the number of deliveries remaining under the agreement. Customer acknowledges that fixing future lost profits upon Customer's breach is subject to many variable factors which can not be calculated at the time of breach except under this liquidated damage provision, which is a good faith estimate of the profits anticipated by the Supplier under the fully performed agreement.

10. GOVERNING LAWS AND LEGAL PROCEEDINGS: This agreement is being entered into in the state in which Supplier's service center facility, from which Supplier provides service to Customer, is located and shall be governed by the laws of said state. Customer consents to jurisdiction in the courts of Chicago, Cook County, Illinois of any lawsuit or action arising under or by reason of any terms of this agreement. The Customer shall pay all cost, including attorney and collection fees incurred by the Supplier in enforcing any terms of this agreement. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions herein shall remain in full force and effect.

11. BINDING EFFECT: This agreement, an executed copy of which will be forwarded after same is executed by the Supplier, shall be binding and shall inure to the benefit of personal Representatives, Successors and assigns to the parties hereto. This agreement is entire and includes all understandings of the parties. No alterations, amendments, or future understandings shall be binding unless reduced to writing and signed by the parties hereto.

12. MOVING AND SALE OF BUSINESS: Customer's obligation to accept service will continue even if the Customer moves its business to a different location provided that the new location is within the Supplier's route delivery area. On a sale of this business or its principal assets to a successor, the Customer shall cause the successor to assume in writing the subsequent performance of this agreement. The agreement is binding upon any successors to the respective businesses of the parties, and the respective parties shall so inform any such successor, Supplier may assign this agreement without consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.

13. CANCELLATION AND RENEWAL PROCEDURES: ~~Within 30 days of expiration date either party may terminate this agreement effective as of the expiration of the agreement period, or effective as of the expiration of any renewal period, by giving written notice to that effect to the other party by United States certified mail, return receipt requested, at least 100 days prior to the expiration of the agreement period or of the renewal period, as the case may be. Unless so terminated, this agreement shall remain in full force and effect for a renewal period equal to the greater of the original agreement period or 36 months of scheduled deliveries, and thereafter for successive renewal periods of equal duration unless and until terminated by written notice in the manner aforesaid.~~ Upon expiration of the term of this agreement or any renewal term, such business shall then be on a month to month basis and all other terms of this agreement will remain in full force and effect subject to termination by either party for any reason by giving 60 day written notice to that effect to the other party by United States certified mail, return receipt requested.

14. OTHER RENTAL AGREEMENTS: Customer represents that it is not a party to any contract with any other Supplier relating to the furnishing of the merchandise and services which are the subject matter of this agreement during the time period covered by this agreement. Customer will accept exclusively from Supplier all of the Customers requirements for the types of merchandise and services listed on this agreement and invoices.

15. FLAME RETARDANT OR RESISTANT, CHEMICAL RESISTANCE AND HIGH/ENHANCED VISIBILITY: Unless otherwise specified in agreement, garments supplied under this agreement are not flame retardant or resistant, chemical resistant or high/enhanced visibility and contain no special flame retardant or resistant, chemical resistant or high/enhanced visibility features. Customer agrees to notify its employees that garments provided by Supplier are not designed for use in areas of flammability risk, where contact with hazardous materials is possible or where the need for high/enhanced garments is needed. Such garments are available from Supplier. Should Supplier provide flame retardant or resistant, chemical resistant or high/enhanced visibility merchandise to Customer, Customer acknowledges that Supplier has made no representation, warranty or covenant, either implied or expressed, with respect to the flame retardant or resistant, chemical resistant or visibility level of the fabrics or with respect to the fitness or suitability of the fabrics or garments for any particular purpose. Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that numerous manufacturers market fabrics represented to be flame resistant, chemical resistant or high visibility. Supplier makes no independent representation as to the flame retardant or resistant, chemical resistant or high/enhanced visibility qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing flame retardant or resistant, chemical resistant or high/enhanced visibility garments that no representation is made as to the garments ability to protect user from injury or death. *Customer agrees to indemnify and hold Supplier harmless from any claims arising out of or associated with the use of the merchandise, including any claims allegedly arising from defects.*

16. RIGHT TO KNOW NOTIFICATION: Customer agrees to notify the Supplier, in writing through Material Data Safety Sheets, of any hazardous materials that may come in contact with or be transferred to soiled textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to the Supplier's employees, equipment or building. Supplier does not accept any responsibility or liability regarding toxic or hazardous substances in merchandise and reserves the right not to transport, store, process or dispose of toxic or hazardous merchandise.