



## 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 12/10/2021**

**Monday, December 13, 2021**

**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 November 22, 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 authorizing the Village Clerk to make certain closed session minutes available for public inspection – Second Review 2021 – the resolution states the Village has reviewed closed session minutes and determined that a need for confidentiality still exists as to the executive session minutes set forth on Exhibit “C”

B. To approve an Intergovernmental Agreement to jointly share cost for Emergency Siren. The Emergency Response System warning siren serves residents of both Palos Park and Palos Heights. The Village and the City want to share equally in the cost of maintaining the siren located at 12101 Southwest Highway and are bringing the proposed Intergovernmental Agreement to the respective legislative bodies for approval. The annual maintenance is currently less than \$500 per year.

C. To ratify a Village of Palos Park Liquor License issued to Durbin’s Pizza for the Holiday Tree Lighting and Party that took place on Thursday, December 2, 2021 from 5:00 p.m. to 7:00 p.m.

D. To approve payment of invoices on the Warrant List dated December 13, 2021 in the amount of \$205,831.85

E. To approve the Supplemental Warrant List dated December 13, 2021 for manual checks, payroll, and recurring wire transfers in the amount of \$588,908.13

## **8) OLD BUSINESS**

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

A. To approve Ordinance 2021-33 An Ordinance Approving Certain Side Yard Setback Variations (7919 West McCarthy Road). The ordinance states the Village Council approves and adopts the findings and recommendations of the Zoning Board of Appeals for a 36.37 foot variation from the 54.28 foot minimum side yard setback requirement of Section 1268.02(f) of the Palos Park Village Code for each side yard setback. (Decreasing the required side yard setback, for each side yard, to 17.91feet) relative to the construction of a new single-family residence at 7919 McCarthy Road in Palos Park, IL

## **10) INFORMATION & UPDATES**

A. Public Works and Streets, Recreation Report

1. To approve Pay Estimate No. 3 for the 2022 MFT Pavement Improvement Project to Lindahl Bros. Inc., in the amount of \$331,100.52

B. Building and Public Property Report

1. Building Department Report

2. To pass Resolution 2021-R-12 – Resolution Approving and Authorizing the Execution of a Professional Services Agreement with H.R. Green, Inc. Relative to Building Plan Review and Inspection Services. The resolution states the Village desires to continue its relationship with H.R. Green For performance of building plan review and inspection work with the term from the date of award to December 31, 2022 with fees based on the Basic Services as selected by client and according to company's standard hourly rate fee schedule

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

1. To pass Resolution 2021-R-11 – A Resolution Authorizing the Acceptance of the Municipal Compliance Report Pursuant to Public Act 95-0950. The resolution states that the police pension fund report and its financial condition has been made available to the Council of the Village of Palos Park for the fiscal year ending April 30, 2021

2. To adopt Ordinance 2021-31 – Tax Levy Ordinance Village of Palos Park levying taxes for all corporate purposes for the Village of Palos Park for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022 – the ordinance is the Village's request to receive property taxes levied on parcels within its corporate boundaries. It specifies the type and amount of property taxes the Village intends to receive from Cook County. The Tax Levy for 2021 is \$2,115,990

3. To adopt Ordinance 2021-32 – An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Palos Park, Cook County, Illinois, in an Aggregate principal amount not to exceed \$3,000,000 for the Purpose of financing the Costs of Repairing, Maintaining and Improving Village Roads and Roadway Drainage Systems, and Other Related Capital Projects

E. Mayor's Report

1. To pass Resolution 2021-R-13 – A Resolution Authorizing a Cable Franchise Agreement By and Between the Village of Palos Park and Comcast of Illinois, XIII, L.P. The resolution states that the Village of Palos Park enters into a cable television franchise agreement with Comcast of Illinois
2. To adopt Ordinance 2021-29 – An Ordinance Amending Part Six, Chapter 698 And Part Eight, Title Two, Chapters 804 and 808 Of the Palos Park Village Code in Regard to Video Gaming. The Ordinance states that the Palos Park Village Code would be amended to repeal Chapter 698, in regard to the current video gaming prohibition, in its entirety and to add new Sections to Chapters 804, and 808. The Village Code would be amended to add Class A-VG and G-VG liquor license categories. The current holders of Class A and Class G liquor licenses would have the ability to apply to the Village to change their liquor license category to the Class A-VG or Class G-VG liquor license category, respectively, which, if approved, would allow for video gaming at the licensed premises, in compliance with the video gaming requirements of the Palos Park Village Code

F. Clerk's Report

G. Manager's Report

**11) ANNOUNCEMENTS**

**12) CITIZENS AND VISITORS COMMENT PERIOD**

**13) ADJOURNMENT OF REGULAR MEETING**

**MINUTES OF THE BOARD OF COMMISSIONERS'  
REGULAR MEETING  
HELD ON NOVEMBER 22, 2021**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, November 22, 2021. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners Milovich-Walters, Reed, Polk, and Mayor Mahoney. All were physically present except for Commissioner Milovich-Walters who called in remotely.

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

**APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON November 8, 2021:** Commissioner Polk, moved, seconded by Commissioner Reed, to approve the minutes of the Regular Council Meeting held on November 8, 2021, as presented.

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

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

NAYS: -0-

ABSENT: -0-

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

**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 Polk to:

- A. To approve payment of invoices on the Warrant List dated November 8, 2021 in the amount of \$274,512.06

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

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

NAYS: -0-

ABSENT: -0-

**OLD BUSINESS:** None

**BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS:** Commissioner Reed presented Ordinance 2021-30 – An Ordinance amending Part Twelve, Title Six, Chapter 1264.4 of the Palos Park Village Code in Regard to Variances. On November 18, 2021 the Plan Commission held a Public Hearing and recommended approval (3-1) of the proposed text amendment. The Ordinance would eliminate the requirement that a front, side, or rear yard variation request not exceed thirty-three percent of the required yard. In addition, Section 1264.04(s) would be repealed in its entirety as it pertains to the requirement that a side or rear yard variation request not exceed sixty percent of the required yard in instances where the requested variance pertains to the construction of an addition to an existing building on a parcel of less than one acre in size. Commissioner Reed stated that since the code was written years ago, it was primarily written for lots one acre in size. Mayor Mahoney further stated that this amendment would allow residents with lots less than an acre to apply for a variance and make their case for a hardship.

Commissioner Reed moved, seconded by Commissioner Polk to approve Ordinance 2021-30 – An Ordinance Amending Part Twelve, Title Six, Chapter 1264, Section 1264.04 of the Palos Park Village Code in Regard to Variances.

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

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

NAYS: -0-

ABSENT: -0-

**INFORMATION & UPDATES:**

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

TREE LIGHTING, BRUNCH WITH SANTA, NEW PROGRAMS: Manager Boehm made announcements on behalf of Commissioner Milovich-Walters. The Village will hold a Tree Lighting and Holiday Party on Thursday, December 2, 2021 5:00 to 7:00 p.m. with activities for children and Durbin's will be selling pizza, beer, and wine. Brunch with Santa will be Saturday, December 11<sup>th</sup> 11:00 a.m. to 1:00 p.m. at \$20 per person, Pre-Registration is required. New programs are being offered through the Recreation Center. Snapology of Evergreen Park will be offering STEM based LEGO programs. Learn to skate programs will be offered at the Southwest Ice Arena and Pickleball Open gyms will be on Wednesday mornings.

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

BETTER BUSINESS BUREAU: Commissioner Reed informed residents when looking to hire a trustworthy business to contact the Better Business Bureau. The BBB helps people find and recommend businesses they can trust. Contact the BBB at (312)832-0500 or [www.bbb.org](http://www.bbb.org).

BUILDING DEPARTMENT REPORT: Commissioner Reed reported that the Building Department processed twenty-one (21) permits from November 2, 2021 – November 16, 2021, resulting in \$4,450.00 in permit fees. Eighteen (18) building inspections were completed during this time period. Fiscal year to date amount in permit fees is \$197,177.22.

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

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 1613 calls for service from November 8, 2021, through November 21, 2021. Palos Park Police also issued 10 adjudication tickets, 7 traffic tickets, 4 written warnings, 12 verbal warnings, completed 10 case reports, 10 accident reports, 1 arrested adult, 0 juvenile, 1 impounds, 5 senior checks, 12 citizen assists.

**BLACK WEDNESDAY AND THANKSGIVING WEEKEND:** Commissioner Polk informed residents that the Wednesday before Thanksgiving (Black Wednesday) is commonly known for a night of indulging. If you are in Palos Park and had too much to drink and need a ride home, you can contact the Palos Park Police Department and they will get you home safely. The Palos Park Police Department will be out in full force over the long Thanksgiving holiday weekend looking for speeders and others violating traffic laws.

**PALOS PARK POLICE CADET FOOD DRIVE:** Commissioner Polk informed residents that the Palos Park Police Cadet Food Drive begins this weekend and will continue through January 1<sup>st</sup>. Donations of non-perishable foods will be accepted in donation receptacles located at the Palos Park Police Department, Palos Park Recreation Center, and the Palos Park Library.

**COMMISSIONER OF ACCOUNTS AND FINANCES, JAMES PAVLATOS:** Mayor Mahoney had no report this evening on behalf of Accounts and Finances.

**MAYOR'S REPORT:**

**CONSIDERATION OF AN ORDINANCE-VIDEO GAMING:** Mayor Mahoney presented An Ordinance Amending Part Six, Chapter 698 and Part Eight, Title Two, Chapter 804 and 808 of the Palos Park Village Code in Regard to Video Gaming and the background relating to the ordinance. Mayor Mahoney invited audience members/residents to speak. Four residents spoke out against video gaming in Palos Park: Drew Saunders, Scott Carter, Denise Cowan, and Carol Alesia. Commissioner Reed started the conversation among the Council. Discussion was had and the Council requested input from Palos Park business owners who have shown interest in video gaming in their establishments. It was determined that the matter be continued to the December 13, 2021 Village Council Meeting.

Commissioner Polk moved, seconded by Commissioner Reed to continue consideration of "An Ordinance Amending Part Six, Chapter 698 and Par Eight, Title Two, Chapter 804 and 808 of the Palos Park Village Code in Regard to Video Gaming" to the December 13, 2021 Village Council Meeting.

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

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

NAYS: -0-

ABSENT: -0-

**METROPOLITAN MAYORS CAUCUS:** Mayor Mahoney received the honor of being elected the new Metropolitan Mayors Caucus Chairman for the next year.

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

**MANAGER'S REPORT:**

**E-NEWS:** Manager Boehm reminded residents to sign up for weekly e-news sent out by the Village to inform residents of all news in and around the Village.

**CITIZENS AND VISITORS COMMENT PERIOD:** Resident, Carol Alesia, came forward once again to voice her opposition for the Video Gaming Ordinance that was being considered at the meeting.

**ADJOURNMENT OF REGULAR COUNCIL MEETING:** There being no further business, Commissioner Polk moved, seconded by Commissioner Reed, to adjourn the meeting at 8:35 p.m.

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

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

NAYS: -0-

ABSENT: -0-

Respectfully submitted,

---

Lisa M. Boyle, Deputy Village Clerk



VILLAGE OF  
**PALOS PARK**

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

Meeting of: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Making certain closed session minutes available for public inspection.

**BACKGROUND/HISTORY:**

A public body shall meet no less than semi-annually to review minutes of closed sessions. Upon review of the minutes, it should be determined and reported in open session whether the need for confidentiality still exists as to all or parts of those minutes or whether the minutes no longer require confidential treatment and should be available for public inspection.

**No minutes have been made available for public inspection since 2001 and then only partial minutes were released.**

**STAFF RECOMMENDATION:**

To pass the Resolution Authorizing the Village Clerk to make Certain Closed Session Minutes Available for Public Inspection – Second Review 2021 as presented on the Consent Agenda.

**RECOMMENDED MOTION:**

To approve the Resolution 2021-R-10 as presented on the Consent Agenda.

**RESOLUTION NO. 2021-R-10**

**A RESOLUTION AUTHORIZING THE VILLAGE CLERK TO MAKE CERTAIN CLOSED SESSION MEETING MINUTES AVAILABLE FOR PUBLIC INSPECTION – SECOND REVIEW 2021**

**WHEREAS**, The Village Council of the Village of Palos Park has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act (the “Act”), a list of said executive session meeting dates being attached hereto as Exhibit “A” and made a part hereof; and

**WHEREAS**, as required by the act, the Village Clerk has kept written minutes of all such executive sessions; and

**WHEREAS**, pursuant to 5 ILCS 120/2.06(c), the Village Council has met in closed session to review closed session minutes; and

**WHEREAS**, the Village Council has previously made available for public inspection certain executive session minutes, a list of said disclosed executive session minutes being attached hereto as Exhibit “B”, and made a part hereof; and

**WHEREAS**, the Village Council has determined that a need for confidentiality still exists as to the executive session minutes from the closed session meetings set forth on Exhibit “C”, attached hereto and made a part hereof; and

**WHEREAS**, the Village Council has further determined that the minutes of the closed session meetings listed on Exhibit “D”, attached hereto and made a part hereof, no longer require confidential treatment and should be made available for public inspection;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS**, as follows:

**SECTION 1:** The executive session minutes from those meetings set forth on Exhibit “D” attached hereto are hereby released.

**SECTION 2:** The Village Clerk is hereby authorized and directed to make the minutes from those meetings set forth on Exhibit “D” available for inspection and copying in accordance with the standing procedures of the Clerk’s Office.

**SECTION 3:** This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 13<sup>th</sup> day of December, 2021 pursuant to a roll call vote as follows:

AYES: - 0 -

NAYS: - 0 -

ABSENT: - 0 -

**APPROVED** by me this 13<sup>th</sup> day of December, 2021.

---

John F. Mahoney, Mayor

ATTEST:

---

Marie Arrigoni, Village Clerk

## EXHIBIT "A"

### LIST OF DATES ON WHICH EXECUTIVE SESSION HAVE TAKEN PLACE

NOVEMBER 29, 1995 DECEMBER 11, 1995 SEPTEMBER 27, 1999	AUGUST 23, 1999 SEPTEMBER 13, 1999 OCTOBER 27, 2003	JULY 28, 2003 AUGUST 25, 2003	MARCH 9, 2009 MAY 11, 2009 SEPT. 14, 2009 SEPT. 28, 2009 OCTOBER 12, 2009 NOVEMBER 9, 2009 NOVEMBER 23, 2009
JANUARY 8, 1996 JANUARY 22, 1996 FEBRUARY 26, 1996 MARCH 7, 1996 MARCH 11, 1996 APRIL 22, 1996 MAY 13, 1996 JUNE 10, 1996 JUNE 24, 1996 AUGUST 12, 1996 SEPTEMBER 9, 1996 SEPTEMBER 23, 1996 OCTOBER 14, 1996	OCTOBER 11, 1999 OCTOBER 25, 1999 NOVEMBER 8, 1999 DECEMBER 13, 1999	FEBRUARY 9, 2004 MARCH 8, 2004 APRIL 12, 2004	JANUARY 11, 2010 FEBRUARY 8, 2010 FEBRUARY 22, 2010 MARCH 22, 2010 APRIL 5, 2010 APRIL 12, 2010 APRIL 26, 2010 MAY 24, 2010 JUNE 28, 2010 AUGUST 9, 2010 SEPTEMBER 13, 2010
JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997 MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997	JANUARY 10, 2000 JANUARY 24, 2000 FEBRUARY 14, 2000 FEBRUARY 28, 2000 MARCH 13, 2000 MARCH 27, 2000 APRIL 10, 2000 APRIL 24, 2000 JUNE 26, 2000 JULY 10, 2000 JULY 24, 2000 AUGUST 28, 2000 SEPTEMBER 25, 2000 OCTOBER 23, 2000 NOVEMBER 13, 2000 NOVEMBER 27, 2000 DECEMBER 11, 2000	JUNE 14, 2004 JUNE 28, 2004 JULY 12, 2004 AUGUST 9, 2004 SEPTEMBER 13, 2004 NOVEMBER 22, 2004	FEBRUARY 14, 2011 FEBRUARY 28, 2011 APRIL 11, 2011 MAY 23, 2011
JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997 MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997	JANUARY 8, 2001 JANUARY 22, 2001 FEBRUARY 12, 2001	JANUARY 10, 2005 JANUARY 24, 2005 MARCH 14, 2005 APRIL 11, 2005 MAY 23, 2005 JUNE 13, 2005 AUGUST 22, 2005 SEPTEMBER 26, 2005 OCTOBER 10, 2005 NOVEMBER 14, 2005 DECEMBER 12, 2005	APRIL 9, 2012 SEPTEMBER 24, 2012 DECEMBER 10, 2012
SEPTEMBER 8, 1997 SEPTEMBER 22, 1997 OCTOBER 13, 1997 NOVEMBER 10, 1997 DECEMBER 9, 1997	JANUARY 8, 2001 JANUARY 22, 2001 FEBRUARY 12, 2001	JANUARY 9, 2006 MARCH 13, 2006 APRIL 24, 2006	APRIL 9, 2012 SEPTEMBER 24, 2012 DECEMBER 10, 2012
SEPTEMBER 8, 1997 SEPTEMBER 22, 1997 OCTOBER 13, 1997 NOVEMBER 10, 1997 DECEMBER 9, 1997	FEBRUARY 26, 2001 MARCH 12, 2001 MARCH 26, 2001 APRIL 9, 2001 APRIL 23, 2001 MAY 14, 2001 MAY 29, 2001 AUGUST 13, 2001 SEPTEMBER 24, 2001 OCTOBER 8, 2001 NOVEMBER 13, 2001	MAY 23, 2006 JULY 10, 2006 JULY 24, 2006 AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	JUNE 10, 2013 SEPTEMBER 8, 2014 NOVEMBER 9, 2015
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998 MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998	JANUARY 14, 2002 APRIL 22, 2002 JUNE 10, 2002 AUGUST 8, 2002 AUGUST 26, 2002 SEPTEMBER 3, 2002 NOVEMBER 25, 2002 DECEMBER 10, 2002	JANUARY 22, 2007 FEBRUARY 12, 2007 FEBRUARY 26, 2007 MARCH 26, 2007 APRIL 9, 2007 APRIL 23, 2007 JUNE 11, 2007 JUNE 25, 2007 JULY 9, 2007 AUGUST 13, 2007 OCTOBER 22, 2007 DECEMBER 10, 2007	JANUARY 11, 2016 JANUARY 25, 2016 MARCH 14, 2016 MARCH 28, 2016 APRIL 25, 2016 AUGUST 22, 2016
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998 MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998	JANUARY 14, 2002 APRIL 22, 2002 JUNE 10, 2002 AUGUST 8, 2002 AUGUST 26, 2002 SEPTEMBER 3, 2002 NOVEMBER 25, 2002 DECEMBER 10, 2002	JANUARY 22, 2007 FEBRUARY 12, 2007 FEBRUARY 26, 2007 MARCH 26, 2007 APRIL 9, 2007 APRIL 23, 2007 JUNE 11, 2007 JUNE 25, 2007 JULY 9, 2007 AUGUST 13, 2007 OCTOBER 22, 2007 DECEMBER 10, 2007	OCTOBER 8, 2018 SEPTEMBER 14, 2020 SEPTEMBER 28, 2020 DECEMBER 14, 2020 JANUARY 11, 2021 MARCH 8, 2021
JANUARY 11, 1999 FEBRUARY 16, 1999 JUNE 28, 1999 JULY 26, 1999 AUGUST 9, 1999	JANUARY 27, 2003 FEBRUARY 10, 2003 FEBRUARY 24, 2003 APRIL 28, 2003 MAY 7, 2003 MAY 12, 2003 JUNE 9, 2003	FEBRUARY 25, 2008 MARCH 24, 2008 APRIL 28, 2008 JUNE 9, 2008 JUNE 23, 2008 JULY 14, 2008 AUGUST 25, 2008 SEPTEMBER 8, 2008 OCTOBER 13, 2008 OCTOBER 27, 2008 NOVEMBER 24, 2008	

## **EXHIBIT "B"**

### **LIST OF EXECUTIVE SESSION MINUTES PREVIOUSLY APPROVED FOR DISCLOSURE**

OCTOBER 14, 1996	PARTIAL
JANUARY 27, 1997	PARTIAL
FEBRUARY 10, 1997	PARTIAL
MARCH 10, 1997	PARTIAL
APRIL 14, 1997	PARTIAL
NOVEMBER 10, 1997	PARTIAL
JANUARY 6, 1998	PARTIAL
MARCH 3, 1998	PARTIAL
MARCH 9, 1998	PARTIAL
APRIL 13, 1998	PARTIAL
MAY 11, 1998	PARTIAL
OCTOBER 12, 1998	PARTIAL
JULY 10, 2000	PARTIAL
OCTOBER 8, 2001	PARTIAL

## EXHIBIT "C"

### LIST OF EXECUTIVE SESSION MINUTES TO REMAIN CONFIDENTIAL

NOVEMBER 29, 1995 DECEMBER 11, 1995	JANUARY 10, 2000 JANUARY 24, 2000 FEBRUARY 14, 2000 FEBRUARY 28, 2000 MARCH 13, 2000 MARCH 27, 2000 APRIL 10, 2000 APRIL 24, 2000 JUNE 26, 2000 JULY 10, 2000 JULY 24, 2000	JANUARY 10, 2005 JANUARY 24, 2005 MARCH 14, 2005 APRIL 11, 2005 MAY 23, 2005 JUNE 13, 2005 SEPTEMBER 26, 2005 OCTOBER 10, 2005 NOVEMBER 14, 2005 DECEMBER 12, 2005	APRIL 12, 2010 AMENDED APRIL 26, 2010 AMENDED MAY 24, 2010 JUNE 28, 2010 AUGUST 9, 2010 SEPTEMBER 13, 2010 DECEMBER 13, 2010
JANUARY 8, 1996 JANUARY 22, 1996 FEBRUARY 26, 1996 MARCH 7, 1996 MARCH 11, 1996 APRIL 22, 1996 MAY 13, 1996	AUGUST 28, 2000 SEPTEMBER 25, 2000 OCTOBER 23, 2000 NOVEMBER 13, 2000 NOVEMBER 27, 2000 DECEMBER 11, 2000	JANUARY 9, 2006 MARCH 13, 2006 APRIL 24, 2006 MAY 23, 2006 JULY 10, 2006 JULY 24, 2006 AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	FEBRUARY 14, 2011 FEBRUARY 28, 2011 APRIL 11, 2011 MAY 23, 2011
JUNE 10, 1996 JUNE 24, 1996 AUGUST 12, 1996 SEPTEMBER 9, 1996 SEPTEMBER 23, 1996 OCTOBER 14, 1996	JANUARY 8, 2001 JANUARY 22, 2001 FEBRUARY 12, 2001 FEBRUARY 26, 2001 MARCH 12, 2001 MARCH 26, 2001 APRIL 9, 2001	AUGUST 14, 2006 AUGUST 28, 2006 SEPTEMBER 11, 2006 SEPTEMBER 25, 2006 OCTOBER 9, 2006 OCTOBER 23, 2006 NOVEMBER 13, 2006 NOVEMBER 27, 2006	APRIL 9, 2012 SEPTEMBER 24, 2012 DECEMBER 10, 2012
JANUARY 27, 1997 FEBRUARY 10, 1997 FEBRUARY 21, 1997 MARCH 10, 1997 MARCH 17, 1997 APRIL 14, 1997 APRIL 28, 1997	APRIL 23, 2001 MAY 14, 2001 MAY 29, 2001 AUGUST 13, 2001 SEPTEMBER 24, 2001 OCTOBER 8, 2001 NOVEMBER 13, 2001	JANUARY 22, 2007 FEBRUARY 12, 2007 FEBRUARY 26, 2007 MARCH 26, 2007 APRIL 9, 2007 APRIL 23, 2007 JUNE 11, 2007 JUNE 25, 2007 JULY 9, 2007 AUGUST 13, 2007 OCTOBER 22, 2007 DECEMBER 10, 2007 FEBRUARY 25, 2008	JUNE 10, 2013 SEPTEMBER 8, 2014 NOVEMBER 9, 2015
MAY 12, 1997 JUNE 23, 1997 JULY 15, 1997 JULY 28, 1997 AUGUST 25, 1997 SEPTEMBER 8, 1997 SEPTEMBER 22, 1997 OCTOBER 13, 1997 NOVEMBER 10, 1997 DECEMBER 9, 1997	JANUARY 14, 2002 APRIL 22, 2002 JUNE 10, 2002 AUGUST 8, 2002 AUGUST 26, 2002 SEPTEMBER 3, 2002 MARCH 24, 2008 NOVEMBER 25, 2002 DECEMBER 10, 2002	APRIL 28, 2008 JUNE 9, 2008 JUNE 23, 2008 JULY 14, 2008 AUGUST 25, 2008 SEPTEMBER 8, 2008 OCTOBER 13, 2008 OCTOBER 27, 2008 NOVEMBER 24, 2008	JANUARY 11, 2016 JANUARY 25, 2016 MARCH 14, 2016 MARCH 28, 2016 APRIL 25, 2016 AUGUST 22, 2016 OCTOBER 8, 2018 SEPTEMBER, 14, 2020 SEPTEMBER 28, 2020 DECEMBER 14, 2020 JANUARY 11, 2021
JANUARY 6, 1998 JANUARY 12, 1998 FEBRUARY 23, 1998	JANUARY 27, 2003 FEBRUARY 10, 2003 FEBRUARY 24, 2003 APRIL 28, 2003 MAY 7, 2003 MAY 12, 2003 JUNE 9, 2003 JULY 28, 2003 AUGUST 25, 2003 OCTOBER 27, 2003 FEBRUARY 9, 2004 MARCH 8, 2004 APRIL 12, 2004 APRIL 26, 2004 JUNE 14, 2004 JUNE 28, 2004 JULY 12, 2004 AUGUST 9, 2004 SEPTEMBER 13, 2004 NOVEMBER 22, 2004	MARCH 9, 2009 SEPTEMBER 14, 2009 SEPTEMBER 28, 2009 NOVEMBER 9, 2009 NOVEMBER 23, 2009	
MARCH 3, 1998 MARCH 9, 1998 APRIL 13, 1998 MAY 11, 1998 MAY 26, 1998 JUNE 8, 1998 JUNE 22, 1998 JULY 13, 1998 JULY 27, 1998 AUGUST 10, 1998 OCTOBER 12, 1998 OCTOBER 26, 1998 DECEMBER 14, 1998 JANUARY 11, 1999 FEBRUARY 16, 1999 JUNE 28, 1999 JULY 26, 1999 AUGUST 9, 1999 AUGUST 23, 1999 SEPTEMBER 13, 1999 SEPTEMBER 27, 1999 OCTOBER 11, 1999 OCTOBER 25, 1999 NOVEMBER 8, 1999 DECEMBER 13, 1999		JANUARY 11, 2010 FEBRUARY 8, 2010 FEBRUARY 22, 2010 MARCH 22, 2010 APRIL 5, 2010 APRIL 12, 2010 APRIL 26, 2010 MAY 24, 2010	

**EXHIBIT "D"**

**LIST OF EXECUTIVE SESSION MINUTES NOT PREVIOUSLY APPROVED FOR  
DISCLOSURE, BUT NOW APPROVED FOR DISCLOSURE**



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: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Intergovernmental Agreement (IGA) to Jointly Share Cost for Emergency Warning Siren

**BACKGROUND/HISTORY:**

A Emergency Response System warning siren is located at 12101 Southwest Highway, on the site of the Village of Palos Park (Village) water pumping station. This warning siren serves residents of both Palos Park and Palos Heights. The City of Palos Heights (City) has a maintenance contract with Braniff Communications that includes this siren. The Village and the City want to share equally in the cost of maintaining the siren located at 12101 Southwest Highway and are bringing the proposed IGA to the respective legislative bodies for approval. The annual maintenance is currently less than \$500 per year.

**STAFF RECOMMENDATION:**

Staff recommends the Village of Palos Park Council approve the IGA with the City of Palos Heights for the shared maintenance of the Emergency Response System warning siren located at 12101 Southwest Highway.

**RECOMMENDED MOTION:**

**I Move to Approve an “Intergovernmental Agreement To Jointly Share Cost for Emergency Siren”**

**INTERGOVERNMENTAL AGREEMENT TO JOINTLY SHARE COST FOR EMERGENCY**

**WARNING SIREN**

This Agreement is between the City of Palos Heights (City) and the Village of Palos Park (Village), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution, the Illinois Governmental Cooperation Act, and the Illinois Municipal Code. Both municipalities have approved this agreement and adopted it in the manner required by law.

The City and the Village are desirous of providing an Emergency Response System to alert the residents and businesses of any impending tornados. The warning system is located at 12101 Southwest Highway.

Currently the City has entered into an agreement to provide a maintenance service agreement for the warning system with Braniff Communications Incorporated. A copy of the service agreement is attached as Exhibit A (Service Agreement). The City and the Village have agreed to share the annual maintenance and services for the warning system.

Article VII, Section 10 of the 1970 State of Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance.

Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges, or authority exercised, or which may be exercised by a unit of local government may be exercised an employed jointly with any other unit of local government where not prohibited by law.

Both municipalities have determined that it is in their best interests to enter into this agreement to enhance the desirability and marketability of the subject property and thereby better position themselves to secure substantial and lasting economic benefits for each community.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Section One.** The City shall pay the annual cost under the service agreement to the contractor.

**Section Two.** The City shall send an invoice to the Village after payment is made to the contractor.

**Section Three.** The Village shall reimburse the City for one-half of the amount paid to the contractor within thirty days after notice to the Village.

**Section Four.** This Agreement may not be amended, except by written agreement duly authorized and adopted by the corporate authorities of each municipality.

**Section Five.** Any notice required hereunder shall be deemed to be given on the date of mailing is sent by registered or by certified mail, return receipt requested, or by commercial overnight delivery service such as FedEx or UPS to the following addresses:

City of Palos Heights  
Mr. David Strohl  
City Administrator  
7607 W. College Drive  
Palos Heights, IL 60463  
[dstrohl@palosheights.org](mailto:dstrohl@palosheights.org)

Village of Palos Park  
Mr. Richard B. Boehm  
Village Manager  
8999 W. 123<sup>rd</sup> Street  
Palos Park, IL 60464  
[rboehm@palospark.org](mailto:rboehm@palospark.org)

IN WITNESS WHEREOF, the parties have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021. This Agreement may be executed in duplicate originals.

CITY OF PALOS HEIGHTS

VILLAGE OF PALOS PARK

By: \_\_\_\_\_  
ROBERT S. STRAZ, Mayor

By: \_\_\_\_\_  
JOHN MAHONEY, Mayor

Attest: \_\_\_\_\_  
THOMAS KANTAS, City Clerk

Attest: \_\_\_\_\_  
MARIE ARRIGONI, Village Clerk



Durbin's of Palos Hills  
10154 S Roberts Rd  
Palos Hills, IL 60465

22nd November, 2021

Mayor Mahoney,

Durbin's Of Palos Hills intends to sell alcohol at the Village Tree lighting and Holiday Party.

This event takes place on December 2, from 5-7pm located at 8901 W 123rd Street Palos Park, IL 60464.

We are asking for a temporary license that would allow us to sell alcohol during this event.

Any questions or concerns please feel free to contact me personally.

Thank you for allowing us to be a part of this special occasion.

Nikki Evitts  
Manager  
708-606-8863  
Nikkievitts78@gmail.com



VILLAGE OF  
**PALOS PARK**

**LICENSE**

**TO SELL ALCOHOLIC LIQUOR AT RETAIL**

**BY AUTHORITY OF  
THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS**

License is Hereby Granted to DURBIN'S PIZZA

TEMPORARY SPECIAL EVENT LIQUOR LICENSE

(KIND AND CLASSIFICATION OF LICENSE)

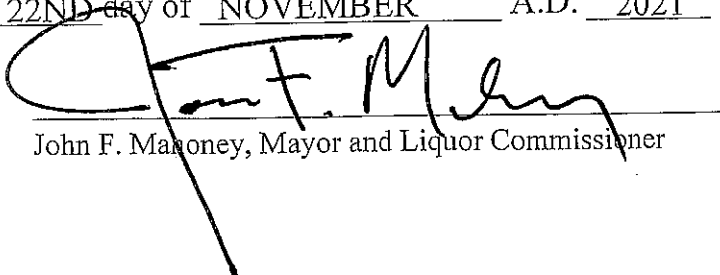
"VILLAGE OF PALOS PARK TREE LIGHTING AND PARTY",  
THURSDAY, DECEMBER 2, 2021 5:00 P.M. - 7:00 P.M.

at No. 8901 W. 123RD STREET in said Village until the 2ND day

of DECEMBER A. D. 2021, subject to the provisions of all Ordinances

now in force and that may hereafter be passed by said Village.

Witness the hand of the Mayor and Liquor Commissioner of the Village of Palos Park  
and the Corporate Seal thereof, this 22ND day of NOVEMBER A.D. 2021

  
John F. Maroney, Mayor and Liquor Commissioner

Attest:

  
Marie Arrigoni, Village Clerk

**THE VILLAGE OF PALOS PARK  
ACCOUNTS PAYABLE WARRANT  
FOR DECEMBER 13, 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: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BIE00005	11/30/21	01	CONCRETE SAWS	0124606708			12/13/21	16.10
INVOICE TOTAL:								16.10
VENDOR TOTAL:								16.10

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BLU00001	12/07/21	01	EMPLYR HEALTH DEC2021	0120505310			12/13/21	3,751.99
		02	EMPLYR HEALTH DEC2021	0122505310				10,795.59
		03	EMPLYR HEALTH DEC2021	0124505310				2,420.31
		04	EMPLYR HEALTH DEC2021	0125505310				4,295.38
		05	EMPLYR HEALTH DEC2021	0126505310				1,470.07
		06	EMPLYR HEALTH DEC2021	1100505310				1,262.68
		07	EMPLYR HEALTH DEC2021	5124505310				1,353.05
		08	EMPLYR HEALTH DEC2021	5224505310				3,431.07
		09	EMPLOYEE HEALTH DEC2021 AD	0100000502				773.15
		10	EMPLOYEE HEALTH DEC2021 PO	0100000502				2,623.27
		11	EMPLOYEE HEALTH DEC2021 PW	0100000502				450.87
		12	EMPLOYEE HEALTH DEC2021 BD	0100000502				1,073.85
		13	EMPLOYEE HEALTH DEC2021 RC	0100000502				329.70
		14	EMPLOYEE HEALTH DEC2021 PA	0100181801				1,966.81
		15	EMPLOYEE HEALTH DEC2021	1100000502				315.68
		16	EMPLOYEE HEALTH DEC2021	5100000502				338.27
		17	EMPLOYEE HEALTH DEC2021	5200000502				857.77
INVOICE TOTAL:								37,509.51
VENDOR TOTAL:								37,509.51

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BUI00003	11/30/21	01	CONTROLLER REPLACEMENTS	0127916712			12/13/21	4,080.00
INVOICE TOTAL:								4,080.00
VENDOR TOTAL:								4,080.00

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CAS0001	12/07/21	01	ADM KITCHEN SUPPLIES	0120707010			12/13/21	14.23
INVOICE TOTAL:								14.23
VENDOR TOTAL:								14.23

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P. O. #	PROJECT	DUE DATE	ITEM AMT
CAS0001 CASH									
211202		12/07/21	02	GOAL MTG LUNCH MYR, RICK, ALN	0121707990			12/13/21	28.82
			03	SNOWFLOW TRAINING LUNCH	0124707990				77.33
									INVOICE TOTAL:
									120.38
									VENDOR TOTAL:
									120.38
CHI00040 CHICAGO PARTS & SOUND, LLC									
2-0000933		12/07/21	01	TGGL SWITCH, SCRM,WDG BSHNG	0122606700			12/13/21	59.75
									INVOICE TOTAL:
									59.75
									VENDOR TOTAL:
									59.75
CIN00001 CINTAS									
4102525893		11/30/21	01	TOWELS	0124606990			12/13/21	10.40
			02	UNIFORM RNTL W/E 11/22/21	5124707300				55.15
			03	UNIFORM RNTL W/E 11/22/21	0124707300				87.54
									INVOICE TOTAL:
									153.09
4103110325		12/07/21	01	TOWELS, MATS	0124606990			12/13/21	79.39
			02	UNIFORM RNTL W/E 11/29/21	5124707300				55.15
			03	UNIFORM RNTL W/E 11/29/21	0124707300				87.54
									INVOICE TOTAL:
									222.08
4103759065		12/07/21	01	TOWELS	0124606990			12/13/21	10.40
			02	UNIFORM RNTL W/E 12/06/21	5224707300				60.46
			03	UNIFORM RNTL W/E 12/06/21	0124707300				88.98
									INVOICE TOTAL:
									159.84
									VENDOR TOTAL:
									535.01
CLI00001 CLIFFORD-WALD, A KIP COMPANY									
211216		12/07/21	01	T2300 PRNTR EXTND WRTY 21/22	0124606990			12/13/21	1,859.00
									INVOICE TOTAL:
									1,859.00
IN00129178		11/30/21	01	50% COST 3 REPLACEMENT INKS	0126707020			12/13/21	242.88
									INVOICE TOTAL:
									242.88
									VENDOR TOTAL:
									2,101.88

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P. O. #	PROJECT	DUE DATE	ITEM AMT
COM00009 COM ED									
211201		12/07/21	01	10/26-11/24/21 123RD & SW HWY	01224606420			12/13/21	1,554.94
INVOICE TOTAL:									1,554.94
VENDOR TOTAL:									1,554.94
COM00017 COM ED									
211027A		11/30/21	01	ELECTRIC 09/28-10/27/21	0130606410			12/13/21	73.77
INVOICE TOTAL:									73.77
211122		12/07/21	01	10/22-11/22/21 12900 LAGRANGE	0124606731			12/13/21	36.53
INVOICE TOTAL:									36.53
211129		12/07/21	01	ELECTRIC 10/27-11/29/21	5324606990			12/13/21	98.71
INVOICE TOTAL:									98.71
VENDOR TOTAL:									209.01
CON00002 CONSERV FS, INC									
6411749		11/30/21	01	98 BAGS OF NATIONAL ICE MELT	0127916780			12/13/21	877.10
INVOICE TOTAL:									877.10
VENDOR TOTAL:									877.10
CON00010 CONCENTRIC INTERGRATION LLC									
0229083		11/30/21	01	PRJ210220.00 21-22 FEE	5224606990			12/13/21	605.00
INVOICE TOTAL:									605.00
0229084		11/30/21	01	PRJ210220.01 TEM 10/25-11/10	5224606990			12/13/21	4,113.53
INVOICE TOTAL:									4,113.53
0229085		11/30/21	01	PRJ21023.50 BPS SCADA IMP/PYML	5224606990			12/13/21	945.00
INVOICE TOTAL:									945.00
VENDOR TOTAL:									5,663.53

COO00012 COOK COUNTY RECORDER OF DEEDS

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COO00012 COOK COUNTY RECORDER OF DEEDS									
29110312021		11/30/21	01	DOC2129310029 DRIVEWAY WAIVER	0120606570			12/13/21	88.00
				INVOICE TOTAL:					88.00
				VENDOR TOTAL:					88.00
COO00019 COOK COUNTY SHERIFF'S POLICE									
JUNJUL1AUG2021		11/30/21	01	JUN/JUL/AUG2021 DISPATCH	0122606800			12/13/21	18,629.49
				INVOICE TOTAL:					18,629.49
				VENDOR TOTAL:					18,629.49
COR00001 CORRPRO COMPANIES									
671177		12/07/21	01	INSTALL CTHDC PROT/125TH BSTR	5224808140			12/13/21	16,200.00
				INVOICE TOTAL:					16,200.00
				VENDOR TOTAL:					16,200.00
COR00011 CORE & MAIN LP									
P983161		12/07/21	01	3/4" IPERL 8 MTR, 1" I8 MTR,	5224606752			12/13/21	2,231.52
				INVOICE TOTAL:					2,231.52
				VENDOR TOTAL:					2,231.52
COV00001 COVERALL									
1010687588		11/30/21	01	METRA CLEANING/DEC 2021	5324606990			12/13/21	210.00
			02	KAPTUR CLEANING/DEC 2021	0127916990				1,007.00
				INVOICE TOTAL:					1,217.00
				VENDOR TOTAL:					1,217.00
CUR00003 CURALINC, LLC									
22215		12/07/21	01	JAN-MAR2022 EMPLOYEE ASSISTANCE	0120505340			12/13/21	28.89
			02	JAN-MAR2022 EMPLOYEE ASSISTANCE	0122505340				88.75
			03	JAN-MAR2022 EMPLOYEE ASSISTANCE	0124505340				22.70

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

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

CUR00003 CURALINC, LLC

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
22215	12/07/21	04	JAN-MAR2022 EMPLOYEE ASSISTANCE	0125505340			12/13/21	20.64	
		05	JAN-MAR2022 EMPLOYEE ASSISTANCE	0126505340				12.38	
		06	JAN-MAR2022 EMPLOYEE ASSISTANCE	0129505340				12.38	
		07	JAN-MAR2022 EMPLOYEE ASSISTANCE	5124505340				10.33	
		08	JAN-MAR2022 EMPLOYEE ASSISTANCE	5224505340				10.33	
								INVOICE TOTAL:	206.40
								VENDOR TOTAL:	206.40

DEA00004 DEARBORN NATIONAL LIFE

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
2112	12/07/21	01	VOLUNTARY LIFE DEC2021	0100000200			12/13/21	317.14	
		02	LIFE INSURANCE DEC2021	0120505320				29.38	
		03	LIFE INSURANCE DEC2021	0122505320				131.98	
		04	LIFE INSURANCE DEC2021	0124505320				47.41	
		05	LIFE INSURANCE DEC2021	0125505320				30.02	
		06	LIFE INSURANCE DEC2021	0126505320				21.60	
		07	LIFE INSURANCE DEC2021	0129505320				8.10	
		08	LIFE INSURANCE DEC2021	1100505320				21.60	
		09	LIFE INSURANCE DEC2021	5124505320				18.13	
		10	LIFE INSURANCE DEC2021	5224505320				44.40	
								INVOICE TOTAL:	669.76
								VENDOR TOTAL:	669.76

DYN00004 DYNEGY ENERGY SERVICES

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
373517921111	12/07/21	01	10/25-11/22/21 135 FOREST EDGE	5124606400			12/13/21	94.44	
								INVOICE TOTAL:	94.44
373518021111	12/07/21	01	10/22-11/21/21 12222 WILL COOK	5124606400			12/13/21	163.31	
								INVOICE TOTAL:	163.31
373518121111	11/30/21	01	10/18-11/15/21 9301 123RD ST	5124606400			12/13/21	34.16	
								INVOICE TOTAL:	34.16
373518221111	11/30/21	01	10/18-11/15/21 9 PARKRIDGE DR	5124606400			12/13/21	108.25	
								INVOICE TOTAL:	108.25

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
DYN00004 DYNEGY ENERGY SERVICES									
373518321111		11/30/21	01	10/18-11/15/21 12101 SW HWY	5224606400			12/13/21	1,724.34
								INVOICE TOTAL:	1,724.34
373518421111		11/30/21	01	10/18-11/15/21 12701 KINVARRA	5124606400			12/13/21	123.79
								INVOICE TOTAL:	123.79
373518621111		11/30/21	01	10/18-11/15/21 9540 123RD ST	5224606400			12/13/21	91.43
								INVOICE TOTAL:	91.43
373518721111		11/30/21	01	10/18-11/15/21 10101 125TH ST	5224606400			12/13/21	412.07
								INVOICE TOTAL:	412.07
373518821111		11/30/21	01	10/18-11/15/21 68 OLD CREEK	5124606400			12/13/21	62.79
								INVOICE TOTAL:	62.79
373518921111		11/30/21	01	10/18-11/15/21 40 RAMSGATE	5124606400			12/13/21	264.00
								INVOICE TOTAL:	264.00
373519021111		11/30/21	01	10/18-11/15/21 8812 120TH PL	5124606400			12/13/21	42.65
								INVOICE TOTAL:	42.65
373519121111		11/30/21	01	10/18-11/15/21 12410 91ST AVE	5124606400			12/13/21	101.36
								INVOICE TOTAL:	101.36
373519221111		11/30/21	01	10/18-11/15/21 8201 RT83	5124606400			12/13/21	253.81
								INVOICE TOTAL:	253.81
373519321111		11/30/21	01	10/18-11/15/21 24 1/2 ROMIGA	5124606400			12/13/21	69.59
								INVOICE TOTAL:	69.59
373519421111		11/30/21	01	10/18-11/15/21 12355 WOLF ROAD	5124606400			12/13/21	24.67
								INVOICE TOTAL:	24.67
								VENDOR TOTAL:	3,570.66

EBBE0001 PALOS ACE HARDWARE

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	INVOICE #	DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
EBE0001 PALOS ACE HARDWARE									
205785		12/07/21	01	TREE SPILL F/REC CTR CLAMPS	0127926780			12/13/21	19.90
				INVOICE TOTAL:					19.90
205821		11/30/21	01	CORD REEL	0127926780			12/13/21	9.99
			02	PHOTO CELL TIMER	0127926780				25.99
				INVOICE TOTAL:					35.98
205862		12/07/21	01	CERAMIC HEATER, STRIPPING WIRE	5124707510			12/13/21	47.68
				INVOICE TOTAL:					47.68
				VENDOR TOTAL:					103.56
ENV0001 ETP LABS INC									
21-135523		11/30/21	01	COLIFORM SAMPLES 09/02&09/22	5224606620			12/13/21	60.00
				INVOICE TOTAL:					60.00
21-135581		12/07/21	01	COLIFORM SAMPLES 10/06 & 10/21	5224606620			12/13/21	60.00
				INVOICE TOTAL:					60.00
21-52606		12/07/21	01	12 AEROBIC SAMPLES	0124606620			12/13/21	1,379.00
				INVOICE TOTAL:					1,379.00
				VENDOR TOTAL:					1,499.00
EVT00001 EVT TECH									
5753		11/30/21	01	VEH#269-SRN, LIGHTNG, RCK, INSTALL	0128828030			12/13/21	8,970.70
				INVOICE TOTAL:					8,970.70
				VENDOR TOTAL:					8,970.70
FED0002 FEDEX									
7-561-33229		11/30/21	01	FED EX DELIVERY TO RON PHILPOT	0122707040			12/13/21	26.02
				INVOICE TOTAL:					26.02
				VENDOR TOTAL:					26.02

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
FIT00007 KATHIE FITZGIBBONS									
211206		12/07/21	01	CELL PHONE STIPEND NOV/DEC2021	0120707210				100.00
									INVOICE TOTAL: 100.00
									VENDOR TOTAL: 100.00
FUL0001 FULLER'S CAR WASH									
211130		12/07/21	01	NOV2021 SQUAD CAR WASHES	0122606700				220.50
									INVOICE TOTAL: 220.50
									VENDOR TOTAL: 220.50
G&H00001 G & H IMPORT AUTO PARTS INC.									
825890		11/30/21	01	TAG#260 MIKES CAR/SEAT CVR SET	0124606700				214.34
									INVOICE TOTAL: 214.34
									VENDOR TOTAL: 214.34
GAL0002 GALLS, LLC									
019722097		11/30/21	01	U/A KOTSIANIS 3 PAIRS OF PANTS	0122707300				201.99
									INVOICE TOTAL: 201.99
019874110		12/07/21	01	U/A HUGHES-1 PAIR OF BOOTS	0122707300				113.24
									INVOICE TOTAL: 113.24
									VENDOR TOTAL: 315.23
GEK00001 G.E. KLOOS MATERIAL CO.									
S03739		11/30/21	01	INLET, HDPE PIPE, PVC SDR	2328848020				2,481.10
									INVOICE TOTAL: 2,481.10
S03805		11/30/21	01	6" GRATE 6" RBBR THE SDDLW/BND	2328848020				320.40
									INVOICE TOTAL: 320.40
									VENDOR TOTAL: 2,801.50

HAN00016 HANSEN LANDSCAPES

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
HAN00016 HANSEN LANDSCAPES									
3248		12/07/21	01	REDO OF RECREATION CTR PLNTRS	01227976990			12/13/21	485.00
									INVOICE TOTAL: 485.00
									VENDOR TOTAL: 485.00
HAW00002 HAWK FORD									
650159		12/07/21	01	VEH#259 2HUB ASY, 2 KNUCKLES	0122606700			12/13/21	681.82
									INVOICE TOTAL: 681.82
650463		12/07/21	01	TAG#42 OIL CLER, TB ASY, LTCH	0124606700			12/13/21	175.37
									INVOICE TOTAL: 175.37
									VENDOR TOTAL: 857.19
HOM00005 HOMER TREE CARE, INC									
47219		12/07/21	01	REMOVE 7 TREES	0124606786			12/13/21	5,750.00
									INVOICE TOTAL: 5,750.00
									VENDOR TOTAL: 5,750.00
HOU00001 HOUSEAL LAVIGNE ASSOCIATES									
4797		12/07/21	01	WESTERN AREA GROWTH PLAN	0125606620			12/13/21	2,493.75
									INVOICE TOTAL: 2,493.75
4974		12/07/21	01	WESTERN AREA GROWTH PLAN	0125606620			12/13/21	1,225.00
									INVOICE TOTAL: 1,225.00
4976		12/07/21	01	WESTERN AREA GROWTH PLAN	0125606620			12/13/21	1,080.00
									INVOICE TOTAL: 1,080.00
5217		12/07/21	01	WESTERN AREA GROWTH PLAN	0125606620			12/13/21	157.50
									INVOICE TOTAL: 157.50
									VENDOR TOTAL: 4,956.25

ILL00005 ILLINOIS MUNICIPAL LEAGUE

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: APA41000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ILLINOIS MUNICIPAL LEAGUE									
121118		11/30/21	01	MEMBERSHIP 2022	0120606810			12/13/21	575.00
INVOICE TOTAL:									575.00
VENDOR TOTAL:									575.00
ILLINOIS ASSOCIATION OF CHIEFS									
9120		12/07/21	01	ANNUAL FEE THRU 12/31/22	0122606810			12/13/21	130.00
INVOICE TOTAL:									130.00
VENDOR TOTAL:									130.00
ILLINOIS SECTION AMWA									
200067788		12/07/21	01	CHIEBK WEBINAR 2/10/22	5224606810			12/13/21	24.00
INVOICE TOTAL:									24.00
VENDOR TOTAL:									24.00
INTERSTATE BILLING SERVICE,									
3025799860		12/07/21	01	TAG#1 IH DMP HARNNESS ASBLY	0124606700			12/13/21	865.67
INVOICE TOTAL:									865.67
VENDOR TOTAL:									865.67
ISAWWA									
200067504		11/30/21	01	D. FOSTER WEBINAR 01/27/22	5224606810			12/13/21	128.00
INVOICE TOTAL:									128.00
VENDOR TOTAL:									128.00
200067505		11/30/21	01	D. FOSTER WEBINAR 02/03/22	5224606810			12/13/21	48.00
INVOICE TOTAL:									48.00
VENDOR TOTAL:									176.00
KAR00008 NICHOLAS W KARAS									
211201		12/07/21	01	ADJUDICATION 12/01/21	0122606540			12/13/21	400.00
INVOICE TOTAL:									400.00
VENDOR TOTAL:									400.00

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
KLE0001 KLEIN, THORPE, AND JENKINS LTD								
211119	11/30/21	01	LEGAL FEES/OCT2021	0120606540			12/13/21	6,902.34
		02	LEGAL FEES/OCT2021	0122606540				1,723.00
		03	LEGAL FEES/OCT2021	0124606540				726.00
		04	LEGAL FEES/OCT2021	0125606540				581.00
INVOICE TOTAL:								9,932.34
VENDOR TOTAL:								9,932.34

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
LEA00006 LEAF								
12498871	11/30/21	01	PW GARAGE HP/OCT-NOV	0124606990			12/13/21	263.91
		02	SIBRAVA HP/OCT-NOV	0124606990				263.91
		03	BOEHM HP/OCT-NOV	0120606990				263.91
		04	KINNEY HP/OCT-NOV	0120606990				263.91
		05	MAIN ADMIN TOSHIBA	0120606990				263.91
		06	COMMUNITY DEV TOSHIBA/OCT-NOV	0125606990				263.91
		07	POLICE MAIN TOSHIBA	0122606990				263.91
		08	CHIEF HP/OCT-NOV	0122606990				263.91
		09	HUGHES HP/OCT-NOV	0122606990				263.91
		10	ROLL CALL ROOM HP/OCT-NOV	0122606990				263.91
		11	SAWYER HP/OCT-NOV	0122606990				263.91
		12	INVESTIGATIONS HP/OCT-NOV	0122606990				263.91
		13	RECREATION TOSHIBA/OCT-NOV	0126606990				263.91
		14	RECREATION MAIN HP/OCT-NOV	0126606990				263.91
		15	ADMIN/OCT-NOV	0120606990				263.97
INVOICE TOTAL:								3,958.71

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
LEH00001 LEHIGH HANSON								
12612589	12/07/21	01	LEAF PATROL ROOM	0122606990			12/13/21	70.16
INVOICE TOTAL:								70.16
VENDOR TOTAL:								4,028.87
LEH00001 LEHIGH HANSON								
40902236	11/30/21	01	078CA01 3" STNE 21.62 TON, FRT	2424707700			12/13/21	417.27
		02	078CA01 3" STONE 21.53 TN, FRT	2424707700				415.53
INVOICE TOTAL:								832.80

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-= Village of Palos Park =-  
 DETAIL BOARD REPORT

PAGE: 14

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
-----								
LEH00001 LEHIGH HANSON								
40916582	11/30/21	01	078CA01 3" STONE 21.67 TON FRT	2424707700			12/13/21	418.23
		02	078CA01 3" STONE 21.13 TON FRT	2424707700				407.81
		03	078CA01 3" STONE 21.38 TON FRT	2424707700				412.64
			INVOICE TOTAL:					1,238.68
40925150	12/07/21	01	22.91 TON 052CA05 1 1.2 STONE	2424707700			12/13/21	452.48
			INVOICE TOTAL:					452.48
			VENDOR TOTAL:					2,523.96
-----								
LIB00002 LIBERTY FLAG & BANNER								
17908	11/30/21	01	NEW FLGPL SPOL F/VTL CNCL ROOM	0127917990			12/13/21	132.00
			INVOICE TOTAL:					132.00
			VENDOR TOTAL:					132.00
-----								
LIN00001 LINDAHL BROTHERS, INC								
39693	11/30/21	01	5.95 TON N50 SURFACE 11/16/21	2328848060			12/13/21	318.33
			INVOICE TOTAL:					318.33
			VENDOR TOTAL:					318.33
-----								
LYN00002 LYNN CARD COMPANY								
2211122-074	11/30/21	01	350 CHRISTMAS CARDS	0122707020			12/13/21	304.50
			INVOICE TOTAL:					304.50
			VENDOR TOTAL:					304.50
-----								
MAS0001 MASTERSON REAL ESTATE EQUITIES								
0430302021	12/07/21	01	FRMR WTR TWR REV MAY2018-APR21	5224585810			12/13/21	28,739.31
			INVOICE TOTAL:					28,739.31
			VENDOR TOTAL:					28,739.31
-----								
MEN00005 MENARDS								

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.MOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MEN00005 MENARDS								
97716	11/30/21	01	CHRISTMAS ORNAMENTS & LIGHTS	0127926780			12/13/21	107.34
			INVOICE TOTAL:					107.34
98401	11/30/21	01	OFFICE SUPPLIES	0127926780			12/13/21	108.47
			INVOICE TOTAL:					108.47
98643	11/30/21	01	PAINTS, BATTERIES, SNPR LOOP	0124606708			12/13/21	51.72
		02	CHRISTMAS CLEAR LIGHTS	0127916780				323.88
		03	RUST DEFENSE	0127936711				59.76
			INVOICE TOTAL:					435.36
98945	12/07/21	01	WNDR CLEANING TOOLS & SUPPLIES	5324606780			12/13/21	126.88
			INVOICE TOTAL:					126.88
99016	12/07/21	01	OUTDOOR REMOTE OUTLET	0127926780			12/13/21	5.99
			INVOICE TOTAL:					5.99
99054	12/07/21	01	BLADES, WASHERS	0124606708			12/13/21	66.64
			INVOICE TOTAL:					66.64
			VENDOR TOTAL:					850.68
MET00008 METROPOLITAN LIFE INSURANCE CO								
2112	12/07/21	01	EMPLYR DENTAL DEC2021	0120505310			12/13/21	220.45
		02	EMPLYR DENTAL DEC2021	0122505310				752.55
		03	EMPLYR DENTAL DEC2021	0124505310				131.41
		04	EMPLYR DENTAL DEC2021	0125505310				266.18
		05	EMPLYR DENTAL DEC2021	0126505310				92.36
		06	EMPLYR DENTAL DEC2021	1100505310				60.76
		07	EMPLYR DENTAL DEC2021	5124505310				101.88
		08	EMPLYR DENTAL DEC2021	5224505310				246.85
		09	EMPLOYEE DENTAL DEC2021 AD	010000502				55.11
		10	EMPLOYEE DENTAL DEC2021 PA	010000502				37.98
		11	EMPLOYEE DENTAL DEC2021 PO	010000502				188.17

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	INVOICE #	DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
METRO0008 METROPOLITAN LIFE INSURANCE CO									
2112	12/07/21	12	EMPLOYEE DENTAL	DEC2021 PW	0100000502			12/13/21	32.85
		13	EMPLOYEE DENTAL	DEC2021 BD	0100000502				66.55
		14	EMPLOYEE DENTAL	DEC2021 RC	0100000502				23.10
		15	EMPLOYEE DENTAL	DEC2021	1100000502				15.20
		16	EMPLOYEE DENTAL	DEC2021	5100000502				61.71
		17	EMPLOYEE DENTAL	DEC2021	5200000502				25.45
INVOICE TOTAL:									2,378.56
VENDOR TOTAL:									2,378.56
METRO0001 METROPOLITAN INDUSTRIES INC									
INV033329	11/30/21	01	PARTRIDGE LS PUMP MAINTENANCE		5124606720			12/13/21	2,175.00
INVOICE TOTAL:									2,175.00
INV033432	11/30/21	01	NOV METRA CLOUD DATA		5124606990			12/13/21	195.00
INVOICE TOTAL:									195.00
VENDOR TOTAL:									2,370.00
MOR00012 THE MORTON ARBORETUM									
211124	11/30/21	01	D. FOSTER RNWL 2 YEAR MMBRSH		0124606810			12/13/21	370.00
INVOICE TOTAL:									370.00
VENDOR TOTAL:									370.00
NIC00001 NICOR GAS									
211101C	11/30/21	01	GAS 09/30-10/31/21		0130606410			12/13/21	116.87
INVOICE TOTAL:									116.87
211130	12/07/21	01	METRA NT-GAS 1/28-11/30/21		5324606410			12/13/21	209.56
INVOICE TOTAL:									209.56
211130A	12/07/21	01	10/28-11/23/21 121ST & SW HWY		5224606410			12/13/21	329.77
INVOICE TOTAL:									329.77

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
NIC0001 NICOR GAS								
211201	12/07/21	01	NI-GAS 11/1-12/1/21	0127926410			12/13/21	1,083.44
								INVOICE TOTAL: 1,083.44
211201A	12/07/21	01	NI-GAS 11/1-12/1/21	0127936410			12/13/21	445.59
								INVOICE TOTAL: 445.59
211201B	12/07/21	01	11/01-11/23/21 12410 91ST AVE	5124606410			12/13/21	43.84
								INVOICE TOTAL: 43.84
211202A	12/07/21	01	11/02-11/23/21 133 FOREST EDGE	5124606410			12/13/21	46.38
								INVOICE TOTAL: 46.38
211202B	12/07/21	01	11/02-11/23/21 12222 WILL COOK	5124606410			12/13/21	141.68
								INVOICE TOTAL: 141.68
211202C	12/07/21	01	11/02-11/23/21 40 RAMSGATE	5124606410			12/13/21	48.41
								INVOICE TOTAL: 48.41
211203	12/07/21	01	11/03-11/23/21 10057 125TH ST	5224606410			12/13/21	152.26
								INVOICE TOTAL: 152.26
								VENDOR TOTAL: 2,617.80
NOL00001 CATHERINE R NOLAN								
17	11/30/21	01	MIND & BODY	0126606991			12/13/21	400.51
								INVOICE TOTAL: 400.50
		02	STRENGTH TRAINING	0126606991				801.01
								VENDOR TOTAL: 801.01
OFF00008 THE OFFICE CONNECTION								
758992-0	12/07/21	01	COPY PAPER, PAPER CLIPS	0120707010			12/13/21	91.56
								INVOICE TOTAL: 91.56
		02	FN TP PRMNT MKRS, RPT CVRS	0124707010				32.25
								VENDOR TOTAL: 123.81

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
OFF00008 THE OFFICE CONNECTION								
759294-0	12/07/21	01	PLATES	0120707010			12/13/21	6.69
		02	RUBBERBANDS	0124707010				19.95
								26.64
INVOICE TOTAL:								
759480-0	12/07/21	01	GRN TEA, SGR SUBSTT, FCL TISSE	0120707010			12/13/21	61.16
		02	MONTHLY CLNDR, BALLPOINT PENS	0124707010				15.32
								76.48
INVOICE TOTAL:								
								226.93
PAL00027 PALOS LIONS CLUB								
211130	12/07/21	01	5 7' CHRISTMAS TREES/CONTEST	0132707001			12/13/21	175.00
INVOICE TOTAL:								
								175.00
VENDOR TOTAL:								
								175.00
PAL00032 PALOS HEIGHTS POLICE DEPT.								
211115	11/30/21	01	1/2 BILL FOR WARNING SIREN	0122606708			12/13/21	310.00
INVOICE TOTAL:								
								310.00
VENDOR TOTAL:								
								310.00
PDC00001 PDC LABORATORIES, INC.								
19491024	12/07/21	01	DISINFECTANT	5224606620			12/13/21	200.00
INVOICE TOTAL:								
								200.00
VENDOR TOTAL:								
								200.00
PIT00002 PIT STOP								
PS418747	11/30/21	01	HNDCP RSTRM/VILLAGE/WNTRZNG	0127926990			12/13/21	89.00
		02	HNDCP RSTRM/CNTNML PRK/WNTRZG	0127956990				89.00
INVOICE TOTAL:								
								178.00
VENDOR TOTAL:								
								178.00

PRO00014 PROVEN IT

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PRO00014	PROVEN IT							
846488	12/07/21	01	PW GARAGE HP	0124606011			12/13/21	38.19
		02	SIBRAYA HP	0124606011				38.08
		03	BOEHM HP	0120606011				38.08
		04	KINNEY HP	0120606011				38.08
		05	MAIN ADMIN TOSHIBA	0120606011				38.08
		06	COMMUNITY DEV TOSHIBA	0125606011				38.08
		07	POLICE TOSHIBA	0122606011				38.08
		08	CHIEF HP	0122606011				38.08
		09	HUGHES HP	0122606011				38.08
		10	ROLL CALL ROOM HP	0122606011				38.08
		11	SAWYER HP	0122606011				38.08
		12	INVESTIGATIONS HP	0122606011				38.08
		13	RECREATION TOSHIBA	0126606011				38.08
		14	RECREATION MAIN	0126606011				38.08
		15	ADMIN	0120606011				38.08
			INVOICE TOTAL:					571.31
C123164	12/07/21	01	JAN2022 IT SERVICE	0120606011			12/13/21	767.38
		02	JAN2022 IT SERVICE	0122606011				1,315.49
		03	JAN2022 IT SERVICE	0124606011				548.13
		04	JAN2022 IT SERVICE	0125606011				438.50
		05	JAN2022 IT SERVICE	0126606011				438.50
		06	JAN2022 IT SERVICE	0129606011				219.25
		07	JAN2022 IT SERVICE	5124606011				219.25
		08	JAN2022 IT SERVICE	5224606011				219.25
			INVOICE TOTAL:					4,165.75
			VENDOR TOTAL:					4,737.06
Q010002	QUILL CORPORATION							
20897099	11/30/21	01	FSH DRV,DVDS,PENS, HAND SOAP	0122707010			12/13/21	101.72
			INVOICE TOTAL:					101.72
21129341	11/30/21	01	3 PK FSH DRV,2 34PK AAA BTRY	0122707010			12/13/21	124.94
			INVOICE TOTAL:					124.94

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
QUIL CORPORATION									
21285263		12/07/21	01	1099 NEC LASER 4PT W/ENV 50	0129707020			12/13/21	23.99
									INVOICE TOTAL: 23.99
									VENDOR TOTAL: 250.65
RAY O'HERRON CO., INC.									
2156231-IN		11/30/21	01	JACKET F/OFFICER GREEN	0122707300			12/13/21	264.99
									INVOICE TOTAL: 264.99
2159478-IN		12/07/21	01	HANDCUFFS,CASE, BOOTS/MILLER	0122707300			12/13/21	141.99
									INVOICE TOTAL: 141.99
									VENDOR TOTAL: 406.98
RIZZO0001 JOE RIZZA									
431568		12/07/21	01	4 WASHER NOZZLES	0122606700			12/13/21	48.00
									INVOICE TOTAL: 48.00
									VENDOR TOTAL: 48.00
RIZZO0002 RIZZA									
54567		12/07/21	01	TAG#30 RTRN, SHM,CSHM,BLT,CBL	0124606700			12/13/21	84.03
									INVOICE TOTAL: 84.03
									VENDOR TOTAL: 84.03
ROS0001 ROSCOE									
1721762		11/30/21	01	MATS/REC 11/03/21	0127926990			12/13/21	35.00
									INVOICE TOTAL: 35.00
1723635		11/30/21	01	MATS/REC	0127926990			12/13/21	40.00
									INVOICE TOTAL: 40.00
1723636		11/30/21	01	MATS/METRA 11/17/21	5324606990			12/13/21	80.02
									INVOICE TOTAL: 80.02

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ROS0001	ROSCOE							
1723637	11/30/21	01	MATS/KAPTUR 11/17/21	0127916990			12/13/21	222.95
								INVOICE TOTAL: 222.95
								VENDOR TOTAL: 377.97
RUS00015	RUSSO POWER EQUIPMENT							
SP110919157	12/07/21	01	TAG#54 KUBOTA-PAINT	0124606708			12/13/21	80.80
								INVOICE TOTAL: 80.80
								VENDOR TOTAL: 80.80
SCH0001	SCHROEDER MATERIAL							
S1177901	11/30/21	01	1 YARD PULVERIZED SOIL	2328848020			12/13/21	32.00
								INVOICE TOTAL: 32.00
S1177970	11/30/21	01	1 YARD PULVERIZED SOIL	2328848020			12/13/21	32.00
								INVOICE TOTAL: 32.00
S1178176	11/30/21	01	2 YARDS PULVERIZED SOIL	2328848020			12/13/21	64.00
								INVOICE TOTAL: 64.00
S1178245	12/07/21	01	1 YARD PULVERIZED SOIL	2328848020			12/13/21	32.00
								INVOICE TOTAL: 32.00
S1178510	12/07/21	01	1 YARD PULVERIZED SOIL	2328848020			12/13/21	32.00
								INVOICE TOTAL: 32.00
								VENDOR TOTAL: 192.00
SIG00002	SIGNS UNLIMITED							
1059	12/07/21	01	VEH#268, 269-SQUAD LETTERING	0128828030			12/13/21	1,150.00
								INVOICE TOTAL: 1,150.00
								VENDOR TOTAL: 1,150.00
SOC00002 SOCCER SHOTS								

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.MOW

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
S0C00002 SOCCER SHOTS								
1125	11/30/21	01	SOCCER SHOTS#204.11	0126606991			12/13/21	560.00
		02	SOCCER SHOTS#204.42	0126606991				440.00
		03	SOCCER SHOTS#201.43	0126606991				40.00
		04	SOCCER SHOTS 201.43	0126606991				112.00
			INVOICE TOTAL:					1,152.00
			VENDOR TOTAL:					1,152.00
SUB00002 SUBURBAN TRUCK PARTS								
124578	11/30/21	01	TAG#42 WALE PP CN SEAT, SWIVEL	0124606700			12/13/21	34.44
			INVOICE TOTAL:					34.44
124721	11/30/21	01	TAG#52 DDG PCK UP SPRWCH TLN	5224606700			12/13/21	900.00
			INVOICE TOTAL:					900.00
125298	12/07/21	01	TAG#30 GMC PCKUP PARTS	0124606700			12/13/21	134.31
			INVOICE TOTAL:					134.31
			VENDOR TOTAL:					1,068.75
SUL00006 SULLIVAN SEPTIC & SEWER								
8506111521	12/07/21	01	PUMP TANK AT PW GARAGE	0127936710			12/13/21	260.00
			INVOICE TOTAL:					260.00
			VENDOR TOTAL:					260.00
TIR0001 TIRE SERVICES COMPANY								
110262	11/30/21	01	8 NUMBERS PRKNG SIGNS F/SQUADS	0122707020			12/13/21	134.85
			INVOICE TOTAL:					134.85
265644	11/30/21	01	TAG#260 MIKES CAR 4 NEW TIRES	0124606700			12/13/21	958.07
			INVOICE TOTAL:					958.07
265877	12/07/21	01	VEH#263-FLAT TIRE REPAIR	0122606700			12/13/21	23.95
			INVOICE TOTAL:					23.95
			VENDOR TOTAL:					1,116.87

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
TOS00001 TOSCAS LAW GROUP								
211201	12/07/21	01	ADJUDICATION 12/01/21	01222606540			12/13/21	450.00
								INVOICE TOTAL: 450.00
								VENDOR TOTAL: 450.00
TRA00001 TRAFFIC CONTROL & PROTECTION								
110323	12/07/21	01	6 12" CAP, SHIPPING	2424707710			12/13/21	125.00
								INVOICE TOTAL: 125.00
								VENDOR TOTAL: 125.00
USP00001 U.S. POST								
20211124	11/30/21	01	MBX INSTL KUBIS 9919 SOMERSET	2624606991			12/13/21	325.00
								INVOICE TOTAL: 325.00
								VENDOR TOTAL: 325.00
USP00001 US POSTMASTER								
21114	11/30/21	01	POSTAGE DB 12/28/21	5224707400			12/13/21	420.00
								INVOICE TOTAL: 420.00
								VENDOR TOTAL: 420.00
VAR00002 VARDAL SURVERY SYSTEMS, INC.								
88958	12/07/21	01	POINTED OAK LATH, MRKNG PAINT	0124606645			12/13/21	353.70
								INVOICE TOTAL: 353.70
								VENDOR TOTAL: 353.70
VER00001 VERIZON WIRELESS								
9894008351	12/07/21	01	11/02-12/01/21	5224707210			12/13/21	192.39
		02	11/02-12/01/21	5124707210				121.47
		03	11/02-12/01/21	0126707210				86.71
		04	11/02-12/01/21	0125707210				32.36

DATE: 12/07/21  
 TIME: 15:10:50  
 ID: AP441000.WOM

-- Village of Palos Park --  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 12/13/2021

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

VER00001 VERIZON WIRELESS

9894008351	12/07/21	05	11/02-12/01/21	0124707210			12/13/21	354.71
		06	11/02-12/01/21	0122707210				120.73
		07	MAYOR & CMSSNR TABLETS	0121707990				252.07
		08	11/02-12/01/21	0120707210				42.36
INVOICE TOTAL:								1,202.80
VENDOR TOTAL:								1,202.80

VEV00001 JEAN VEYERS

211101	11/30/21	01	REFUND DRCT DEBIT OVRCHRG/FNL	5200171760			12/13/21	262.16
INVOICE TOTAL:								262.16
VENDOR TOTAL:								262.16

VIL0003 VILLAGE OF PALOS PARK

10/29/2021	11/30/21	01	08/31-10/29/21 UB	0127927051			12/13/21	292.22
		02	08/31-10/29/21 UB	5420607051				499.28
		03	08/31-10/29/21 UB	5420607051				246.00
		04	08/31-10/29/21 UB	0127917051				218.27
		05	08/31-10/29/21 UB	0130606990				247.38
INVOICE TOTAL:								1,503.15
VENDOR TOTAL:								1,503.15

VSP00001 VSP OF ILLINOIS, NFP

813679562	11/30/21	01	VSP DECEMBER 2021 COVERAGE	0100000504			12/13/21	298.39
INVOICE TOTAL:								298.39
VENDOR TOTAL:								298.39
TOTAL ALL INVOICES:								205,831.85

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
00	GENERAL FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	7,217.65
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	317.14
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	403.76
VSP00001	VSP OF ILLINOIS, NFP	928.74	298.39
	GENERAL FUND		8,236.94
20	ADMINISTRATION DEPARTMENT		
AME00008	AMERICAN LEGAL PUBLISHING CORP	1,410.40	79.80
ATT00001	AT&T	5,076.87	884.35
BAL00007	B ALLAN GRAPHICS	2,060.00	215.00
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	3,751.99
CAS0001	CASH	9,787.48	14.23
COO00012	COOK COUNTY RECORDER OF DEEDS	415.00	88.00
CUR00003	CURALINC, LLC	412.80	28.89
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	29.38
FIT00007	KATHIE FITZGIBBONS	300.00	100.00
ILL00005	ILLINOIS MUNICIPAL LEAGUE	35.00	575.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	41,222.01	6,902.34
LEA00006	LEAF	9,851.22	1,055.70
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	220.45
OFF00008	THE OFFICE CONNECTION	5,884.25	159.41
PRO00014	PROVEN IT	12,722.25	919.70
VER00001	VERIZON WIRELESS	7,020.00	42.36
	ADMINISTRATION DEPARTMENT		15,066.60
21	PUBLIC AFFAIRS DEPARTMENT		
CAS0001	CASH	9,787.48	28.82
VER00001	VERIZON WIRELESS	7,020.00	252.07
	PUBLIC AFFAIRS DEPARTMENT		280.89
22	POLICE DEPARTMENT		
ACC00002	ACCURINT	236.50	33.00
ADV00007	ADVANCE AUTO PARTS	327.40	179.97
ATT00004	AT&T MOBILITY	1,608.04	133.92
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	10,795.59

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
22	POLICE DEPARTMENT		
CHI00040	CHICAGO PARTS & SOUND, LLC	2,758.66	59.75
COO00019	COOK COUNTY SHERIFF'S POLICE	17,592.51	18,629.49
CUR00003	CURALINC, LLC	412.80	88.75
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	131.98
FED0002	FEDEX	133.93	26.02
FUL0001	FULLER'S CAR WASH	3,457.21	220.50
GAL0002	GALLS, LLC	1,466.68	315.23
HAW00002	HAWK FORD	2,246.73	681.82
ILL00019	ILLINOIS ASSOCIATION OF CHIEFS	99.00	130.00
KAR00008	NICHOLAS W KARAS	2,800.00	400.00
KLE0001	KLEIN, THORPE, AND JENKINS LTD	41,222.01	1,723.00
LEA00006	LEAF	9,851.22	1,653.62
LYN00002	LYNN CARD COMPANY		304.50
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	752.55
PAL00032	PALOS HEIGHTS POLICE DEPT.	310.00	310.00
PRO00014	PROVEN IT	12,722.25	1,543.97
QUI0002	QUILL CORPORATION	1,164.78	226.66
RAY0001	RAY O'HERRON CO., INC.	2,142.30	406.98
RIZ00001	JOE RIZZA	1,412.26	48.00
TIR0001	TIRE SERVICES COMPANY	6,069.52	158.80
TOS00001	TOSCAS LAW GROUP	3,050.00	450.00
VER00001	VERIZON WIRELESS	7,020.00	120.73
	POLICE DEPARTMENT		39,524.83
24	PUBLIC WORKS DEPARTMENT		
1ST00001	1ST AYD CORPORATION	4,677.45	400.00
ALS00002	ALSIP LAWNMOWER REPAIR, INC.		18.57
BIE00005	BI RENTAL	980.54	16.10
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	2,420.31
CAS0001	CASH	9,787.48	77.33
CIN00001	CINTAS	5,221.41	364.25
CLI00001	CLIFFORD-WALD, A KIP COMPANY	851.84	1,859.00
COM00009	COM ED	11,016.06	1,554.94
COM00017	COM ED	1,028.87	36.53
CUR00003	CURALINC, LLC	412.80	22.70
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	47.41
ENV0001	BTP LABS INC	1,647.00	1,379.00
G&H00001	G & H IMPORT AUTO PARTS INC.	7,296.23	214.34
HAW00002	HAWK FORD	2,246.73	175.37
HOM00005	HOMER TREE CARE, INC		5,750.00
INT00019	INTERSTATE BILLING SERVICE,	2,536.09	865.67

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
KLE0001	KLEIN, THORPE, AND JENKINS LTD	41,222.01	726.00
LEA00006	LEAF	9,851.22	527.82
MEN00005	MENARDS	3,524.53	118.36
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	131.41
MOR00012	THE MORTON ARBORETUM		370.00
OFF00008	THE OFFICE CONNECTION	5,884.25	67.52
PRO00014	PROVEN IT	12,722.25	624.40
RIZ00002	RIZZA	301.11	84.03
RUS00015	RUSSO POWER EQUIPMENT	13.08	80.80
SUB00002	SUBURBAN TRUCK PARTS	2,366.72	168.75
TIR0001	TIRE SERVICES COMPANY	6,069.52	958.07
VAR00002	VARDAL SURVERY SYSTEMS, INC.		353.70
VER00001	VERIZON WIRELESS	7,020.00	354.71
	PUBLIC WORKS DEPARTMENT		19,767.09
25	BUILDING DEPARTMENT		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	4,295.38
CUR00003	CURALINC, LLC	412.80	20.64
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	30.02
HOU00001	HOUSEAL LAVIGNE ASSOCIATES	6,940.00	4,956.25
KLE0001	KLEIN, THORPE, AND JENKINS LTD	41,222.01	581.00
LEA00006	LEAF	9,851.22	263.91
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	266.18
PRO00014	PROVEN IT	12,722.25	476.58
VER00001	VERIZON WIRELESS	7,020.00	32.36
	BUILDING DEPARTMENT		10,922.32
26	RECREATION DEPARTMENT		
AME00005	AMERICAN SOCCER CO, INC		458.52
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	1,470.07
CLI00001	CLIFFORD-WALD, A KIP COMPANY	851.84	242.88
CUR00003	CURALINC, LLC	412.80	12.38
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	21.60
LEA00006	LEAF	9,851.22	527.82
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	92.36
NOL00001	CATHERINE R NOLAN	2,282.42	801.01
PRO00014	PROVEN IT	12,722.25	514.66
SOC00002	SOCCER SHOTS	4,984.00	1,152.00

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
26	RECREATION DEPARTMENT		
VER00001	VERIZON WIRELESS	7,020.00	86.71
	RECREATION DEPARTMENT		5,380.01
27	PUBLIC GROUNDS		
1ST00001	1ST AYD CORPORATION	4,677.45	614.07
BUI00003	BUILDING AUTOMATION SOLUTIONS	2,700.00	4,080.00
CON00002	CONSERV FS, INC	2,830.00	877.10
COV00001	COVERALL	8,519.00	1,007.00
EBE0001	PALOS ACE HARDWARE	1,265.55	55.88
HAN00016	HANSEN LANDSCAPES	5,320.00	485.00
LIB00002	LIBERTY FLAG & BANNER	260.00	132.00
MEN00005	MENARDS	3,524.53	605.44
NIC0001	NICOR GAS	9,602.68	1,529.03
PIT00002	PIT STOP	3,536.00	178.00
ROS0001	ROSCOE	4,792.55	297.95
SUL00006	SULLIVAN SEPTIC & SEWER		260.00
VIL0003	VILLAGE OF PALOS PARK	3,691.41	510.49
	PUBLIC GROUNDS		10,631.96
28	CAPITAL EXPENDITURE DEPARTMENT		
EVT00001	EVT TECH	11,486.20	8,970.70
SIG00002	SIGNS UNLIMITED		1,150.00
	CAPITAL EXPENDITURE DEPARTMENT		10,120.70
29	FINANCE DEPARTMENT		
CUR00003	CURALINC, LLC	412.80	12.38
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	8.10
PRO00014	PROVEN IT	12,722.25	219.25
QUI0002	QUILL CORPORATION	1,164.78	23.99
	FINANCE DEPARTMENT		263.72
30	SLUIS PROPERTY		

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
30	SLUIS PROPERTY		
COM00017	COM ED	1,028.87	73.77
NIC0001	NICOR GAS	9,602.68	116.87
VIL0003	VILLAGE OF PALOS PARK	3,691.41	247.38
	SLUIS PROPERTY		438.02
32	PALOS PARK FESTIVALS		
PAL00027	PALOS LIONS CLUB		175.00
	PALOS PARK FESTIVALS		175.00
LIBRARY FUND			
00	LIBRARY FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	1,578.36
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	21.60
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	75.96
	LIBRARY FUND		1,675.92
1/2% SALES TAX FUND			
28			
GEK00001	G.E. KLOOS MATERIAL CO.	2,991.56	2,801.50
LIN00001	LINDAHL BROTHERS, INC	235,915.68	318.33
SCH0001	SCHROEDER MATERIAL	1,532.47	192.00
			3,311.83
MFT FUND			
24	MFT FUND		
LEH00001	LEHIGH HANSON	11,488.75	2,523.96
TRA0001	TRAFFIC CONTROL & PROTECTION	1,181.68	125.00
	MFT FUND		2,648.96
BEAUTIFICATION FUND			

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
BEAUTIFICATION FUND			
24	BEAUTIFICATION FUND		
USP00001	U.S. POST	5,230.00	325.00
	BEAUTIFICATION FUND		325.00
SEWER FUND			
00	SEWER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	338.27
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	61.71
	SEWER FUND		399.98
24	SEWER FUND		
AIR00001	AIRY'S INC.	155,568.41	978.18
ALT00004	ALTORFER INDUSTRIES, INC	8,629.70	1,814.45
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	1,353.05
CIN00001	CINTAS	5,221.41	110.30
CUR00003	CURALINC, LLC	412.80	10.33
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	18.13
DYN00004	DYNEGY ENERGY SERVICES	27,965.50	1,342.82
EBE0001	PALOS ACE HARDWARE	1,265.55	47.68
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	101.88
MET0001	METROPOLITAN INDUSTRIES INC	42,355.00	2,370.00
NIC0001	NICOR GAS	9,602.68	280.31
PRO00014	PROVEN IT	12,722.25	219.25
VER00001	VERIZON WIRELESS	7,020.00	121.47
	SEWER FUND		8,767.85
WATER FUND			
00	WATER FUND		
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	857.77
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	25.45
VEV00001	JEAN VEVERS		262.16
	WATER FUND		1,145.38
24	WATER FUND		

DATE: 12/07/21  
TIME: 15:19:01  
ID: AP443000.WOW

-- Village of Palos Park --  
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 12/13/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
24	WATER FUND		
AIR00001	AIRY'S INC.	155,568.41	3,689.42
BLU00001	BLUE CROSS/BLUE SHIELD OF IL	247,329.75	3,431.07
CIN00001	CINTAS	5,221.41	60.46
CON00010	CONCENTRIC INTERGRATION LLC	25,195.72	5,663.53
COR00001	CORRPRO COMPANIES	1,100.00	16,200.00
COR00011	CORE & MAIN LP	47,526.75	2,231.52
CUR00003	CURALINC, LLC	412.80	10.33
DEA00004	DEARBORN NATIONAL LIFE	4,508.61	44.40
DYN00004	DYNEGY ENERGY SERVICES	27,965.50	2,227.84
ENV0001	ETP LABS INC	1,647.00	120.00
ILL00028	ILLINOIS SECTION AWWA	474.00	24.00
ISA0002	ISAWWA		176.00
MAS0001	MASTERSON REAL ESTATE EQUITIES		28,739.31
MET00008	METROPOLITAN LIFE INSURANCE CO	15,956.03	246.85
NIC0001	NICOR GAS	9,602.68	482.03
PDC00001	PDC LABORATORIES, INC.	960.00	200.00
PRO00014	PROVEN IT	12,722.25	219.25
SUB00002	SUBURBAN TRUCK PARTS	2,366.72	900.00
USP0001	US POSTMASTER	3,966.09	420.00
VER00001	VERIZON WIRELESS	7,020.00	192.39
	WATER FUND		65,278.40
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
COM00017	COM ED	1,028.87	98.71
COV00001	COVERALL	8,519.00	210.00
MEN00005	MENARDS	3,524.53	126.88
NIC0001	NICOR GAS	9,602.68	209.56
ROS0001	ROSCOE	4,792.55	80.02
	COMMUTER LOT FUND		725.17
MCCORD FUND			
20			
VIL0003	VILLAGE OF PALOS PARK	3,691.41	745.28
			745.28
	TOTAL ALL DEPARTMENTS		205,831.85

**THE VILLAGE OF PALOS PARK  
SUPPLEMENTAL WARRANT LIST  
FOR DECEMBER 13, 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/DECEMBER 13, 2021 COUNCIL MEETING**

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

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

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

Pay Date:		11/10/2021	\$137,123.29
Pay Date:		11/24/2021	133,019.01
Pay Date:		12/9/2021	139,213.42
<b>TOTALS:</b>			<b>\$409,355.72</b>

**RECURRING WIRE TRANSFERS:**

DESCRIPTION	TRANSFERRED TO:	AMOUNT
VOPP Wtr PurchOakLawn	First Midwest	\$59,894.85
VOPP Debt Crtf Srs 2006		39,401.00
Wtr Loan Int Pymt/3rd Qtr		862.52
IEPA Trans Main 4A Reimb		16,851.33
IEPA Reich Loan Pymt		20,054.22
Wex Bank	On-Line	5,427.86
Wow	On-Line	1,409.02
Wex Gas Purchase	On-Line	1,143.04
<b>American Express</b>	J. P. Morgan Chase Bank	
Adobe		191.12
Government Finance		160.00
FP Mailing Solutions		828.00
Amazon Marketplace		-10.99
ASCE Purchasing		50.00
Carhart		667.83
Case Lots		63.80
Commercial Coffee		102.40
Ready Refresh		154.19
Republic Services		29,488.90
Dyn.Dyn		5.00
Carhart		-57.92
Adobe Acropro		15.93
Dyn.Dyn		5.00
Amazon.Com		27.98
AT&T		758.73
Proven		537.11
Adobe Acropro		54.16
Dyn.Dyn		5.00
Hienes McCarthy's		119.12
Amazon Marketplace		48.28
Government Finance		460.00
Shutterfly		260.03
<b>Visa</b>	First Midwest Bank	
DeKane Equipment Corp		394.91
Browns Of Two Rivers		87.90
Tacos El Gavilan		77.33
Shell Oil		14.76
<b>TOTALS:</b>		<b>\$179,552.41</b>
<b>TOTAL SUPPLEMENTAL WARRANT LIST:</b>		<b>\$588,908.13</b>

**Payroll Summary**

Check Date: 11/10/2021

Page 1 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021111001

Pay Period: 10/23/2021 to 11/05/2021

**Payroll Totals**

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	63	0.00	79,340.52	79,340.52	
	Regular	7	2,560.25	0.00	2,560.25	
<b>Totals</b>		<b>70</b>	<b>2,560.25</b>	<b>79,340.52</b>	<b>81,900.77</b>	→ <b>81,900.77</b>

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
		Regular	10	14,218.45	5,596.95	19,815.40	
<b>Totals</b>			<b>10</b>	<b>14,218.45</b>	<b>5,596.95</b>	<b>19,815.40</b>	→ <b>19,815.40</b>

<b>Total Net Payroll Liability</b>				<b>16,778.70</b>	<b>84,937.47</b>	<b>101,716.17</b>	→ <b>101,716.17</b>
------------------------------------	--	--	--	------------------	------------------	-------------------	---------------------

**Tax Liability**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	110,292.46	110,292.46	12,304.93		
Medicare	36-6006039		Semi-Weekly	119,230.29	119,230.29	1,728.87		
Medicare - Employer	36-6006039		Semi-Weekly	119,230.29	119,230.29		1,728.84	
OASDI	36-6006039		Semi-Weekly	119,230.29	112,753.24	6,990.74		
OASDI - Employer	36-6006039		Semi-Weekly	119,230.29	112,753.24		6,990.70	
<b>Totals</b>						<b>21,024.54</b>	<b>8,719.54</b>	→ <b>29,744.08</b>

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6006039		Semi-Weekly	110,292.46	110,292.46	5,548.02		
<b>Totals</b>						<b>5,548.02</b>	<b>0.00</b>	→ <b>5,548.02</b>

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.012750	Quarterly	119,230.29	9,020.81		115.02	
<b>Totals</b>						<b>0.00</b>	<b>115.02</b>	→ <b>115.02</b>

<b>Total Tax Liability</b>						<b>26,572.56</b>	<b>8,834.56</b>	→ <b>35,407.12</b>
----------------------------	--	--	--	--	--	------------------	-----------------	--------------------

<b>Total Payroll Liability</b>						<b>137,123.29</b>		→ <b>137,123.29</b>
--------------------------------	--	--	--	--	--	-------------------	--	---------------------

**Billing**

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
109179418	11/10/2021	172.07				172.07	
<b>Totals</b>		<b>172.07</b>		<b>0.00</b>		<b>172.07</b>	→ <b>172.07</b>

**Transfers**



Paylocity Corporation  
(888) 873-8205

User: Company Rpt Admin

Run on 11/9/2021 at 10:38 AM

**Payroll Summary**

Check Date: 11/10/2021

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021111001

Pay Period: 10/23/2021 to 11/05/2021

Type	Date	Source Account	Amount	
Billing	11/10/2021	1405470*	172.07	
Dir Dep	11/9/2021	1405470*	79,340.52	
Tax	11/9/2021	1405470*	35,407.12	
<b>Totals Transfers</b>			<b>114,919.71</b>	→ <b>114,919.71</b>

**Tax Deposits**

Required Tax Deposits	Tax	Due On	Amount
( Deposit made by Service Bureau )	Federal Income Tax	11/17/2021	29,744.08
( Deposit made by Service Bureau )	Illinois SITW	11/17/2021	5,548.02
( Deposit made by Service Bureau )	Illinois SUI	1/31/2022	115.02
	<b>Total Tax Deposits</b>		<b>35,407.12</b>



# Payroll Summary

Check Date: 11/24/2021

Page 1 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021112401

Pay Period: 11/06/2021 to 11/19/2021

## Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	60	0.00	76,116.76	76,116.76	
	Regular	7	3,142.05	0.00	3,142.05	
<b>Totals</b>		<b>67</b>	<b>3,142.05</b>	<b>76,116.76</b>	<b>79,258.81</b>	→ <b>79,258.81</b>

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	9	14,300.12	5,614.08	19,914.20	
<b>Totals</b>			<b>9</b>	<b>14,300.12</b>	<b>5,614.08</b>	<b>19,914.20</b>	→ <b>19,914.20</b>

<b>Total Net Payroll Liability</b>				<b>17,442.17</b>	<b>81,730.84</b>	<b>99,173.01</b>	→ <b>99,173.01</b>
------------------------------------	--	--	--	------------------	------------------	------------------	--------------------

## Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	106,266.44	106,266.44	11,511.69		
Medicare	36-6006039		Semi-Weekly	115,277.26	115,277.26	1,671.52		
Medicare - Employer	36-6006039		Semi-Weekly	115,277.26	115,277.26		1,671.52	
OASDI	36-6006039		Semi-Weekly	115,277.26	109,103.95	6,764.50		
OASDI - Employer	36-6006039		Semi-Weekly	115,277.26	109,103.95		6,764.44	
<b>Totals</b>						<b>19,947.71</b>	<b>8,435.96</b>	→ <b>28,383.67</b>

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6006039		Semi-Weekly	106,266.44	106,266.44	5,348.14		
<b>Totals</b>						<b>5,348.14</b>	<b>0.00</b>	→ <b>5,348.14</b>

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.012750	Quarterly	115,277.26	8,956.19		114.19	
<b>Totals</b>						<b>0.00</b>	<b>114.19</b>	→ <b>114.19</b>

<b>Total Tax Liability</b>						<b>25,295.85</b>	<b>8,550.15</b>	→ <b>33,846.00</b>
----------------------------	--	--	--	--	--	------------------	-----------------	--------------------

<b>Total Payroll Liability</b>						<b>133,019.01</b>		→ <b>133,019.01</b>
--------------------------------	--	--	--	--	--	-------------------	--	---------------------

## Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
109262960	11/24/2021	354.78				354.78	
<b>Totals</b>		<b>354.78</b>		<b>0.00</b>		<b>354.78</b>	→ <b>354.78</b>

## Transfers



Paylocity Corporation  
(888) 873-8205

User: Company Rpt Admin

Run on 11/23/2021 at 11:51 AM

**Payroll Summary**

Check Date: 11/24/2021

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021112401

Pay Period: 11/06/2021 to 11/19/2021

Type	Date	Source Account	Amount	
Billing	11/24/2021	1405470*	354.78	
Dir Dep	11/23/2021	1405470*	76,116.76	
Tax	11/23/2021	1405470*	33,846.00	
<b>Totals Transfers</b>			<b>110,317.54</b>	<b>110,317.54</b>

**Tax Deposits**

Required Tax Deposits	Tax	Due On	Amount
( Deposit made by Service Bureau )	Federal Income Tax	12/1/2021	28,383.67
( Deposit made by Service Bureau )	Illinois SITW	12/1/2021	5,348.14
( Deposit made by Service Bureau )	Illinois SUI	1/31/2022	114.19
	<b>Total Tax Deposits</b>		<b>33,846.00</b>



# Payroll Summary

Check Date: 12/09/2021

Page 1 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021120901

Pay Period: 11/20/2021 to 12/03/2021

## Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	67	0.00	81,573.39	81,573.39	
	Regular	5	1,898.20	0.00	1,898.20	
<b>Totals</b>		<b>72</b>	<b>1,898.20</b>	<b>81,573.39</b>	<b>83,471.59</b>	→ <b>83,471.59</b>

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	10	14,474.42	5,614.08	20,088.50	
<b>Totals</b>			<b>10</b>	<b>14,474.42</b>	<b>5,614.08</b>	<b>20,088.50</b>	→ <b>20,088.50</b>

<b>Total Net Payroll Liability</b>				<b>16,372.62</b>	<b>87,187.47</b>	<b>103,560.09</b>	→ <b>103,560.09</b>
------------------------------------	--	--	--	------------------	------------------	-------------------	---------------------

## Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	36-6006039		Semi-Weekly	112,013.05	112,013.05	12,253.73		
Medicare	36-6006039		Semi-Weekly	121,032.51	121,032.51	1,755.00		
Medicare - Employer	36-6006039		Semi-Weekly	121,032.51	121,032.51		1,754.97	
OASDI	36-6006039		Semi-Weekly	121,032.51	114,084.20	7,073.23		
OASDI - Employer	36-6006039		Semi-Weekly	121,032.51	114,084.20		7,073.22	
<b>Totals</b>						<b>21,081.96</b>	<b>8,828.19</b>	→ <b>29,910.15</b>

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6006039		Semi-Weekly	112,013.05	112,013.05	5,623.29		
<b>Totals</b>						<b>5,623.29</b>	<b>0.00</b>	→ <b>5,623.29</b>

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800854	0.012750	Quarterly	121,032.51	9,403.31		119.89	
<b>Totals</b>						<b>0.00</b>	<b>119.89</b>	→ <b>119.89</b>

<b>Total Tax Liability</b>						<b>26,705.25</b>	<b>8,948.08</b>	→ <b>35,653.33</b>
----------------------------	--	--	--	--	--	------------------	-----------------	--------------------

<b>Total Payroll Liability</b>						<b>139,213.42</b>		→ <b>139,213.42</b>
--------------------------------	--	--	--	--	--	-------------------	--	---------------------

## Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount	
109332064	12/9/2021	206.97				206.97	
<b>Totals</b>		<b>206.97</b>		<b>0.00</b>		<b>206.97</b>	→ <b>206.97</b>

## Transfers



Paylocity Corporation  
(888) 873-8205

User: Company Rpt Admin

Run on 12/7/2021 at 11:22 AM

# Payroll Summary

Check Date: 12/09/2021

Page 2 of 2

VILLAGE OF PALOS PARK (1868)

Process: 2021120901

Pay Period: 11/20/2021 to 12/03/2021

Type	Date	Source Account	Amount
Billing	12/9/2021	1405470*	206.97
Dir Dep	12/8/2021	1405470*	81,573.39
Tax	12/8/2021	1405470*	35,653.33
<b>Totals Transfers</b>			<b>117,433.69</b>

→ **117,433.69**

## Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
( Deposit made by Service Bureau )	Federal Income Tax	12/15/2021	29,910.15
( Deposit made by Service Bureau )	Illinois SITW	12/15/2021	5,623.29
( Deposit made by Service Bureau )	Illinois SUI	1/31/2022	119.89
	<b>Total Tax Deposits</b>		<b>35,653.33</b>





VILLAGE OF  
**PALOS PARK**

**Village Council**

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

Meeting of: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

**ZBA 2021 - 06:** An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction of a new single-family residence. Where the required side yard setback is 54.28 feet, the applicant is proposing a side yard setback of 17.91 feet at the property commonly known as 7919 McCarthy Road in Palos Park, IL.

**BACKGROUND:**

The subject property, commonly known as 7919 McCarthy Road, consists of three parcels zoned R-1-A Single Family Residential. The property is developed with an existing detached garage; the property contained a single-family residence that was demolished prior to 2003. The applicant proposes to demolish the existing garage and to construct a new single-family residence on the property.

Each of the three parcels that comprise the subject property are substandard parcels (two are less than the minimum required 1 acre, the other less than the required 150 foot lot width). Per code, substandard contiguous parcels under common ownership are to be consolidated into a single lot [1286.02(c)]. A consolidation of the three parcels into one creates an unusually shaped lot. The front of the property, along McCarthy, is significantly wider than the rest of the lot; the width of the property, as measured at the front setback, is 361.83 feet. However, a large portion of the property is only 111.26 feet wide.

The minimum required side yard setback for properties zoned R-1-A is “not less than fifteen percent of the width of the lot or fifteen feet, whichever is greater” [1268.02(f)]. With a traditional, rectangularly shaped lot there is not an issue with determining lot width. However, the subject property is oddly shaped. Per Code, the lot width is measured at the front building line [1260.08(64)]. In this case the width of the lot at the front setback is 361.83 feet, resulting in a required side yard setback of 54.27 feet. The strict application of the Code requirement of 54.27 foot side setbacks creates a very small, irregularly shaped area in which a house could be constructed and comply with the required setbacks. In some areas the buildable area is only 2.72 feet in width.

At the Public Hearing with the Zoning Board of Appeals, one resident spoke. The resident is the neighbor who resides at the home to the southeast of the Subject Property. The neighbor had concerns with stormwater and flooding as it pertains to the project.

**STAFF RECOMMENDATION**

The code requires that any lot that does not conform with the lot size and/or width requirements and is also under common ownership be treated as a single zoning lot and consolidated. Due to this the subject property has an unusual shape. The unusual shape of the parcel of results in 361.83 foot lot width and side setbacks of 54.27 feet. The required side setbacks do not allow for a sufficient buildable area, which creates a substantial burden on the development and use of the property. Staff recommends approval of the reduced side setbacks as proposed.

**ZONING BOARD OF APPEALS RECOMMENDATION:**

The Zoning Board of Appeals held a public hearing and discussed the requested variance at its December 8, 2021 meeting. Concurring with the findings as outlined in the Staff Report, the Zoning Board of Appeals recommended that the Village Council approve the requested 17.91 foot side yard setback rather than the 54.28 foot side yard setback as required by Chapter 1268.02 (f) of the Village of Palos Park Code to allow the construction of a single-family residence on the property commonly known as 7919 McCarthy Road. The vote was The vote was six (6) yes, zero (0) no, with one (1) absent.

**RECOMMENDED MOTIONS:**

I move to approve Ordinance 2021-33 An Ordinance Approving Certain Side Yard Setback Variations to allow for the construction of a single-family residence at 7919 McCarthy Road.

Attachments:

Ordinance 2021-33

Transmittal of Recommendation

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

**ORDINANCE NO. 2021-33**

**AN ORDINANCE APPROVING  
CERTAIN SIDE YARD SETBACK VARIATIONS  
(7919 West McCarthy Road)**

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

**SECTION 1:**

**A.** That on December 8, 2021, the Zoning Board of Appeals of the Village of Palos Park heard a request for the variations set forth below, pursuant to proper notice.

**B.** That on December 8, 2021, the Zoning Board of Appeals of the Village of Palos Park recommended the variations hereinafter set forth to the Village Council.

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

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

PARCEL 1: THAT PART OF THE EAST 229.26 FEET OF THE WEST 458.52 FEET (MEASURED FROM THE CENTER OF PUBLIC HIGHWAY) OF THE NORTH 190 FEET OF THE NORTH 35 ACRES OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY COOK COUNTY HIGHWAY AS NOW SURVEYED ACROSS SAID EAST 229.26 FEET AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PORTION OF THE NORTH 321.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 458.52 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 25 AND SOUTHWEST OF THE SOUTHWEST RIGHT-OF-WAY LINE OF 123RD TO 127TH STREET, IN COOK COUNTY ILLINOIS (EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES IN CASE NO. 93L50489.

PARCEL 3: THE EAST 111.26 FEET OF THE WEST 458.52 FEET OF THE SOUTH 391.5 FEET OF THE NORTH 581.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 23-25-300-002, -003 and -011;

Common Address: 7919 West McCarthy Road, Palos Park, Illinois.

**SECTION 3:** That a 36.37 foot variation (67.01%) from the 54.28 foot minimum side yard setback requirement of Section 1268.02(f) of the Palos Park Village Code is granted to the owner(s) of the above-described property, relative to the construction of a new single-family residence on the above-described property, for each side yard setback. [Decreasing the required side yard setback, for each side yard, to 17.91 feet.]

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 13th day of December, 2021 pursuant to a roll call vote as follows:

**AYES:** -0-

**NAYS:** -0-

**ABSENT:** -0-

**APPROVED** by me this 13th day of December, 2021.

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

**ATTEST:**

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



**TO:** G. Darryl Reed, Building Commissioner  
**MEETING DATE:** December 13, 2021 at 7:30 pm  
**FROM:** John Marsh, Chair  
**SUBJECT:** Transmittal of Zoning Board of Appeals Recommendation

### **PROJECT TITLE**

**ZBA 2021 - 06:** An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction of a new single-family residence. Where the required side yard setback is 54.28 feet, the applicant is proposing a side yard setback of 17.91 feet at the property commonly known as 7919 McCarthy Road in Palos Park, IL.

### **PUBLIC HEARING**

The Zoning Board of Appeals held a public hearing regarding application #ZBA 2021 – 06 on December 8, 2021. At the Public Hearing with the Zoning Board of Appeals, one resident spoke. The resident is the neighbor who resides at the home to the southeast of the Subject Property. The neighbor had concerns with stormwater and flooding as it pertains to the project.

### **RECOMMENDATION**

Concurring with the findings as outlined in the Staff Report, the Zoning Board of Appeals moved to recommend that the Village Council approve the requested 17.91 foot side yard setback rather than the 54.28 foot side yard setback as required by Chapter 1268.02 (f) of the Village of Palos Park Code to allow the construction of a single-family residence on the property commonly known as 7919 McCarthy Road. The vote was six (6) yes, zero (0) no, with one (1) absent.



**TO:** Village of Palos Park Zoning Board of Appeals  
**HEARING DATE:** December 8, 2021 at 7:30pm  
**FROM:** Building Department  
**SUBJECT:** Staff Report

**PROJECT TITLE**

**ZBA 2021 - 06:** An application has been filed requesting a variation from the requirements of Chapter 1268.02 (f) Side Yards to permit the construction of a new single-family residence. Where the required side yard setback is 54.28 feet, the applicant is proposing a side yard setback of 17.91 feet at the property commonly known as 7919 McCarthy Road in Palos Park, IL.

**APPLICANT INFORMATION**

**PROPERTY OWNER(s):** Tariq Hameed & Sarwat Shaheen  
8607 Moody Avenue  
Burbank, IL 60459

**PROJECT REPRESENTATIVE:** John P. Stanton, Architect

**EXHIBITS:**

1. Aerial of Subject Property
2. Zoning of Subject Property
3. Staff Photos of Subject Property
4. Application for Zoning Variance, Variance Hardship Criteria
5. Plat of Survey
6. Proposed Plans and Elevations

**PUBLIC HEARING NOTICE:** The notice for this hearing was published in *The Regional News* on November 18, 2021 in accordance with the Village Zoning Ordinance. A sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing.

**NEIGHBORHOOD COMMENT:** Staff has had two residents inquire about the petition.

**PROPERTY INFORMATION**

**EXISTING ZONING:** R-1-A One Family Dwelling District  
**EXISTING LAND USE:** Single Family Residential  
**PROPERTY SIZE:** 84,399.75 square feet  
**PIN:** 23-25-300-002-0000, 23-25-300-011-0000, and 23-25-300-003-0000

**SURROUNDING ZONING AND LAND USES:**

North: R-1-A One Family Dwelling District, Single Family Residence  
 South: R-1-A One Family Dwelling District, Single Family Residence  
 East: R-1-A One Family Dwelling District, Single Family Residence  
 West: B-2 General Retail and Wholesale Business and R-1-A One Family Dwelling District, Single Family Residence

**COMPREHENSIVE PLAN**

Land Use Designation: Low Density Single Family Residential

**ANALYSIS**

**DESCRIPTION**

The subject property, commonly known as 7919 McCarthy Road, consists of three parcels zoned R-1-A Single Family Residential. The property is developed with an existing detached garage; the property contained a single-family residence that was demolished prior to 2003. The applicant proposes to demolish the existing garage and to construct a new single-family residence on the property. As shown on the table below, the proposed request does not comply with the Village’s required side yard for properties zoned R-1-A.

	<b>Requirement</b>	<b>Proposed</b>
Lot Size	43,560 sf (1 ac)	84,399.75 sf (1.94 ac)
Lot Width	150 feet	361.83 feet
Setbacks/Yards		
Front (average of block)	82.09 feet	105 feet
Corner	N/A	N/A
Side (greater of 15% or 15')	54.27 feet	<b>30.04 feet (west)</b> <b>17.91 feet (east)</b>
Rear	50 feet	265 feet
Total Side Yard	30 feet	47.95 feet
Side Load Garage Setback	30 feet	30.04 feet
FAR	22%	5.5%
Building Coverage	20%	~4%

The minimum required side yard setback for properties zoned R-1-A is “not less than fifteen percent of the width of the lot or fifteen feet, whichever is greater” [1268.02(f)]. With a traditional, rectangularly shaped lot there is not an issue with determining lot width. However, the subject property is oddly shaped. Per Code, the lot width is measured at the front building line [1260.08(64)]. In this case the width of the lot at the front setback is 361.83 feet, resulting in a required side yard setback of 54.27 feet.

It should be noted that the requested variation exceeds 33%. The Village Council approved Ordinance 2021-30 on November 23, 2021. This ordinance approved a text amendment to Section 1264.04 of the Village Code. The amended code now allows for a petitioner to make any amount of a setback variation request and not be limited to a certain percentage.



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

**Finding.** The strict application of the setbacks as required by code would result in an abnormally shaped and small area in which a home could be constructed. Any attempt to comply with the required side yard would require locating the building further toward McCarthy Road and encroaching into the front yard setback. As shown on Figure 2, below, if the house were moved (and rotated slightly) to be located exactly at the minimum required front setback line, the proposed home would still significantly encroach into the required side yard setbacks. As such, there is not an alternative development plan that would allow for the construction of a single-family home that would comply with code without resulting in the need for additional variance requests.

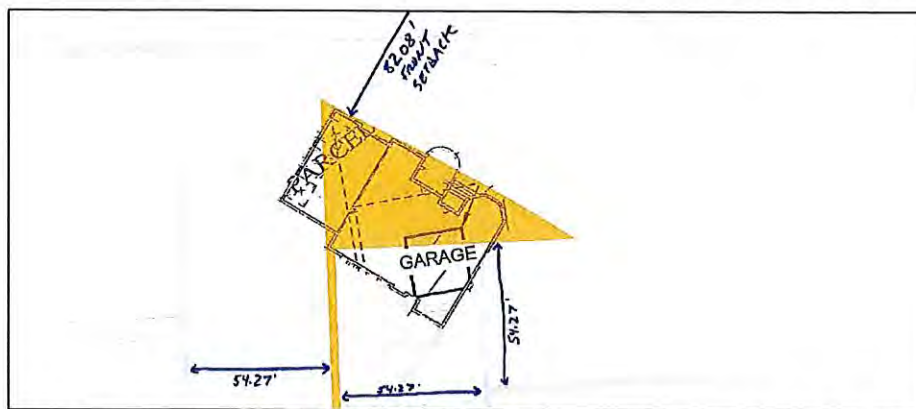


Figure 2: Building if moved (and rotated) with placement directly on required front setback line. Note full subject property not shown.

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

**Finding.** The applicant has stated that the variation would not alter the essential character, scale, intensity, and open space of the area and will be in keeping with the purpose of Section 1260.02 of the Code. The reduced side setbacks should not alter the character or scale of the area or be injurious to adjacent property as the side of the proposed single-family home would be ~120 feet from the nearest residence (see Figure 3, below).

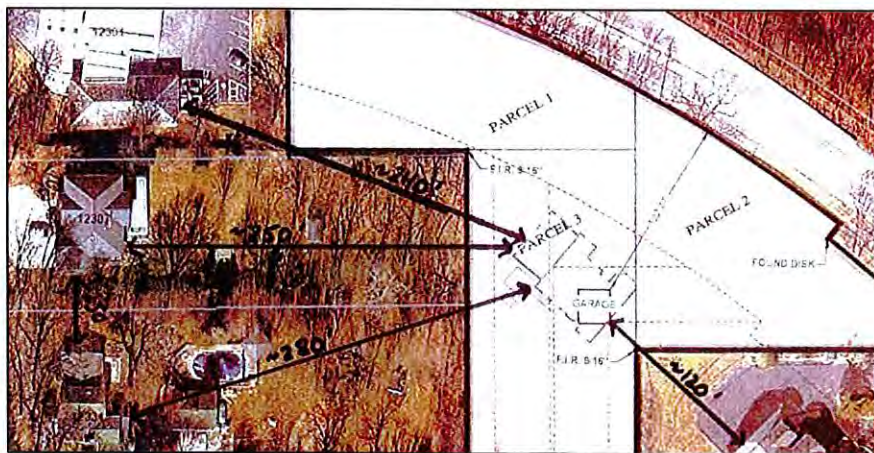


Figure 3: Distances to nearby structures. Note full subject property not shown.

In addition to the Findings above, the Board shall look to, and make findings of fact in regard to, those factors set forth in Section 1260.05(b)(1) through (6) in regard to the requested variation, as noted below:

4. **Existing uses of property within the general area of the property in question;**

**Finding.** The existing uses in the surrounding area are all residential uses. The proposed single-family residence is in keeping with a residential use.

5. **The zoning classification of property within the general area of the property in question;**

**Finding.** The subject property and the majority of the surrounding area are zoned R-1-A One-Family Dwelling District (with one lot to the northwest zoned B-2 General Retail and Wholesale Business District). Other than the requested side yard variance, the proposed single-family residence is in conformance with the requirements of the R-1-A zoning district.

6. **The suitability of the property in question to the uses permitted under the existing and proposed classifications;**

**Finding.** The existing and proposed residential use of the property is permitted in the R-1-A zoning district.

7. **The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the date the property was placed in its present zoning classification;**

**Finding.** The proposed single-family residence is consistent with the residential trend of development in the surrounding area.

8. **Proposed uses of property within the general area of the property in question as represented on the Village Comprehensive Plan;**

**Finding.** The proposed residence is consistent with the Comprehensive Plan Land Use designation of Low Density Single Family Residential.

9. **The frontage and square footage of the land involved and whether or not it adjoins a parcel of land which bears the same zoning district classification as the proposed amendment.**

**Finding.** The property is a 84,399.75 square foot irregularly shaped lot with 361.83 feet of lot width and frontage along McCarthy Road. The subject property is surrounded by other properties also zoned R-1-A (with one lot to the northwest B-2 General Retail and Wholesale Business District).

**STAFF RECOMMENDATION**

The code requires that any lot that does not conform with the lot size and/or width requirements and also under common ownership be treated as a single zoning lot and consolidated. This results in a parcel of unusual shape. The unusual shape of the parcel of results in 361.83 foot lot width and side setbacks of 54.27 feet. The required side setbacks do not allow for a sufficient buildable

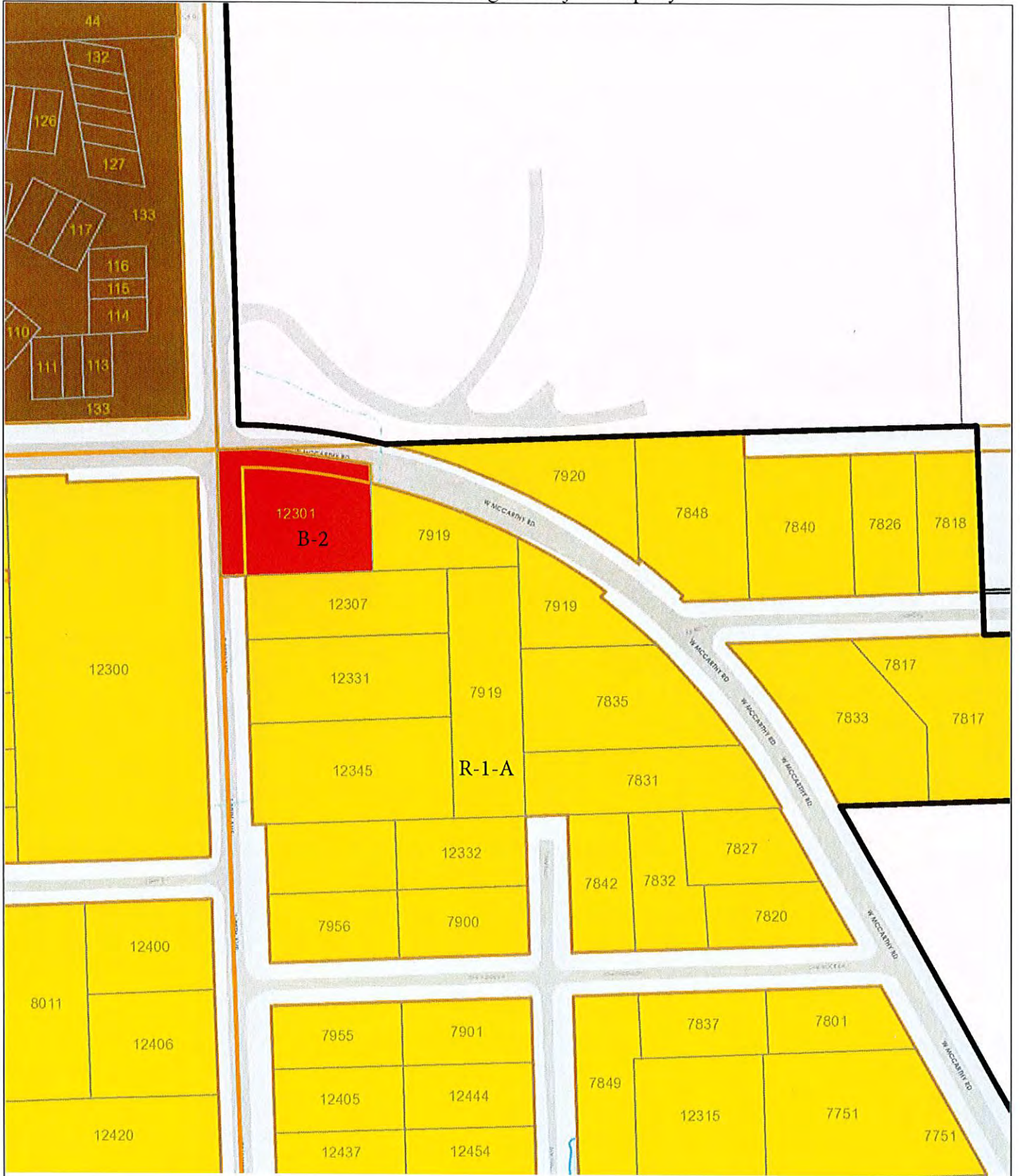
area, which creates a substantial burden on the development and use of the property. Staff recommends approval of the reduced side setbacks as proposed.

**RECOMMENDED MOTION**

Concurring with the findings as outlined in the Staff Report, I move to recommend that the Village Council approve the requested 17.91 foot side yard setback rather than the 54.28 foot side yard setback as required by Chapter 1268.02 (f) of the Village of Palos Park Code to allow the construction of a single-family residence on the property commonly known as 7919 McCarthy Road.



Exhibit 2: Zoning of Subject Property



Village of Palos Park GIS



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

DISCLAIMER: The Village of Palos Park does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives. SCALE: 1" = 208'

Print Date: 10/8/2021

Exhibit 3: Staff Photos of Subject Property





Exhibit 4: Application for Zoning Variance, Variance Hardship Criteria

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



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

**Application for Zoning Board of Appeals**

1. Applicant Tariq Hameed & Sarwat Shaheen Daytime Phone 319-541-8991

Mailing Address 8607 Moody Ave., Burbank, IL 60459

Email Address docst@hotmail.com

2. Owner(s) of Record Sarwat Shaheen Daytime Phone 319-541-8991

Mailing Address 8607 Moody Ave., Burbank, IL 60459

3. Applicant is:  Owner  Attorney  Other Agent (please specify) \_\_\_\_\_  
(Note: A letter of authorization from the owner(s) of record must be attached)

4. Address/Location of Subject Property 7919 McCarthy Road

5. Permanent Index Number(s) of Subject Property 23-25-300-011-0000

6. Present Zoning Classification R-1-A Proposed Zoning Classification (if applicable) \_\_\_\_\_

7. Zoning Designations and Uses of properties to the North R-1-A South R-1-A

East R-1-A West R-1-A & B-2

8. Current Use R-1-A Proposed Use (if applicable) \_\_\_\_\_

9. Lot Square Footage 84,399.75 Building Square Footage \_\_\_\_\_

10. Explanation of Relief requested 15% side yard restriction causes unbuildable lot.

11. Ordinance Section seeking Relief from 1268.02(f)

**APPLICATION MUST BE FILED WITH ORIGINAL SIGNATURES**

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

\_\_\_\_\_  
Applicant Signature

10/6/21  
Date

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

PLEASE EMAIL COMPLETE APPLICATION TO: lpruss@palospark.org

OCT 07 2021

## VARIANCE HARDSHIP CRITERIA

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

### A. Site Conditions

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

Unusual size and shape of front lot causes side yard to be much greater than 15% side

yard requirement. Actual width of front yard is 361.83 feet which requires side yard to

be 54.28 feet causes the lot to be not buildable within the lot width of 111.26 feet.

a. Were these conditions created by current owners of the property? No

b. Are these conditions unavoidable or uncorrectable? Yes

c. Are these conditions worthy of preservation? Yes

d. Is the loss of value or reasonable return due to these conditions substantial? Yes

### B. Development Design

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

Granting a reduction of side yard will allow the proposed home to blend with other

similar homes within the neighborhood.

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

No, front lot width of 111.26 does not conform to zoning regulations for front yard width of 150 feet. If

granted, it would be cost prohibited to remove trees to build a home at south end of the property.

A. Is this other design similar to other development in the neighborhood? Yes

### C. Community Impact

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

The proposed home on this wide-open yard with some beautiful, aged trees along the curve

of McCarthy Road will harmonize the characters of neighbors' homes and landscapes.

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

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

It would help improve neighbors outlook when the proposed home is strategically

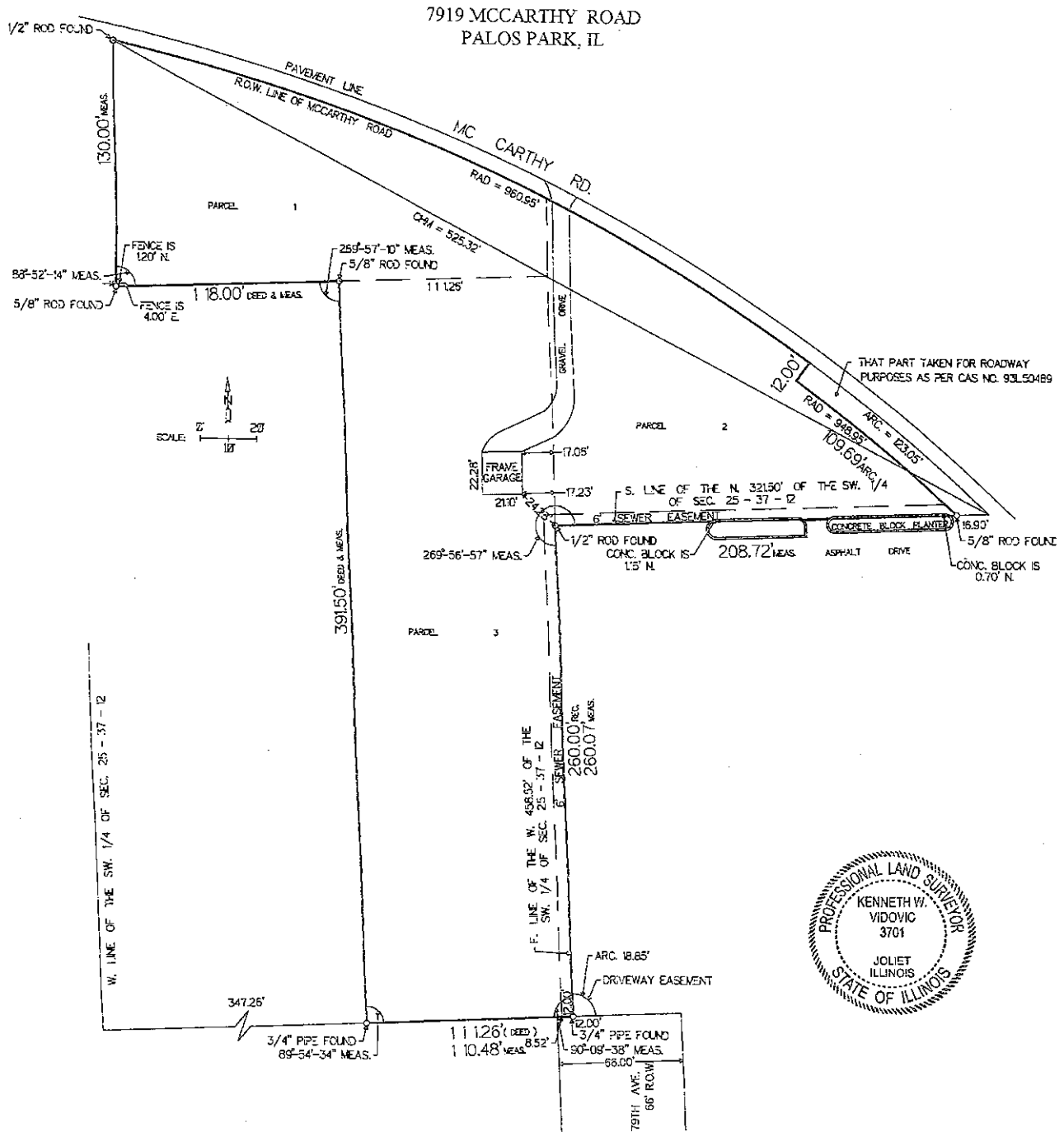
placed at north property with minimal impact on the trees.

a. Would it be detrimental to public interests? No

b. Would it be detrimental to Village Plans? No

# Exhibit 5: Plat of Survey PLAT OF SURVEY

PARCEL 1 THAT PART OF THE EAST 229.26 FEET OF THE WEST 458.52 FEET (MEASURED FROM THE CENTER OF PUBLIC HIGHWAY) OF THE NORTH 190 FEET OF THE NORTH 35 ACRES OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY COOK COUNTY HIGHWAY AS NOW SURVEYED ACROSS SAID EAST 229.26 FEET AFORESAID, IN COOK COUNTY, ILLINOIS.  
 PARCEL 2 THAT PORTION OF THE NORTH 321.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 458.52 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 25 AND SOUTHWEST OF THE SOUTHWEST RIGHT OF WAY LINE OF 123<sup>RD</sup> TO 127<sup>TH</sup> STREET, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES IN CASE NO. 93L50489).  
 PARCEL 3 THE EAST 111.26 FEET OF THE WEST 458.52 FEET OF THE SOUTH 391.5 FEET OF THE NORTH 581.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 25 TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

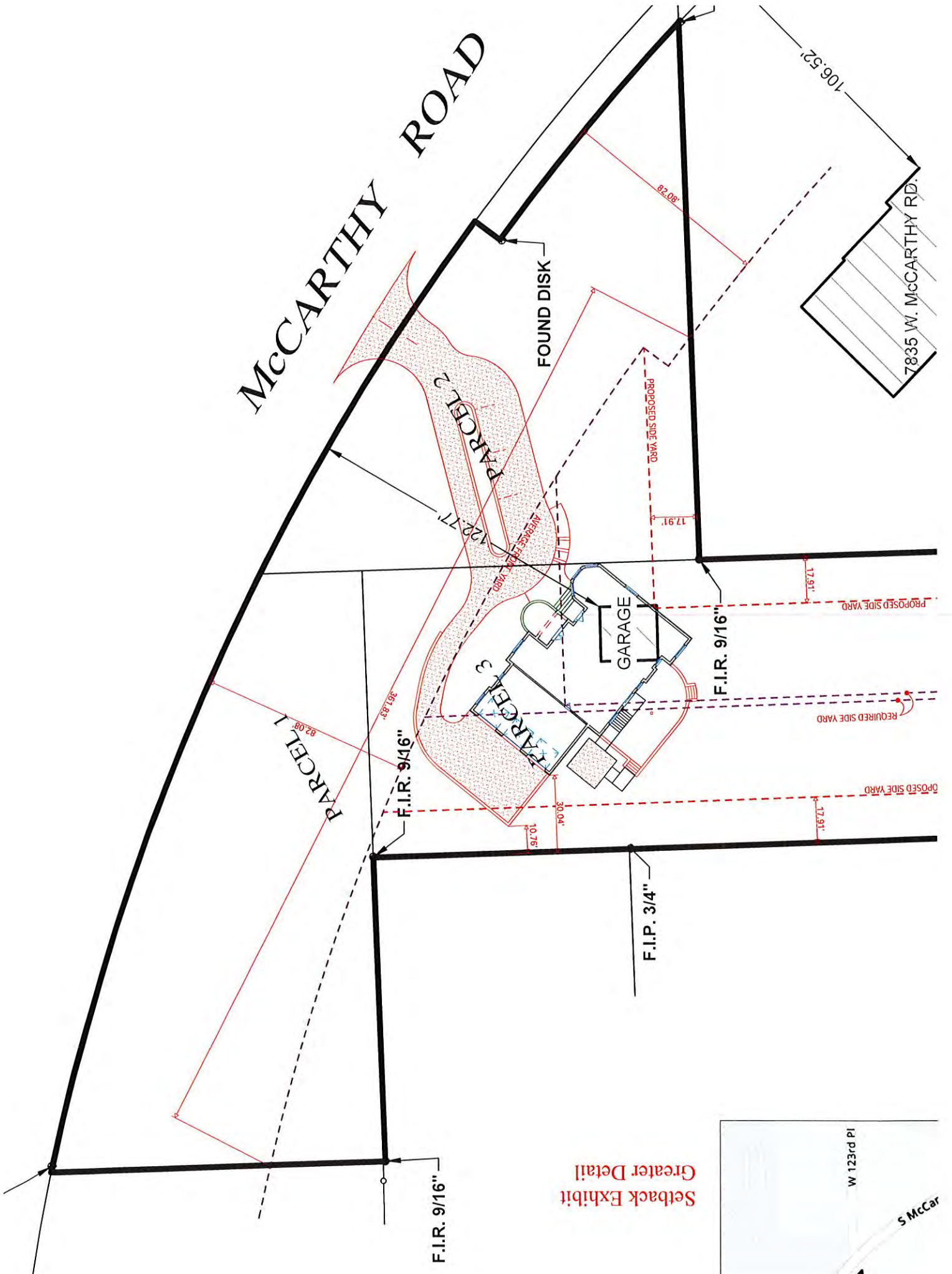


<p style="text-align: center;"><b>COMMUNITY SURVEY INC.</b>                  81 N. CHICAGO STREET, SUITE 207                  JOLIET, IL 60432</p> <p style="text-align: center;">(815) 722-9005 (815) 722-9019 - fax</p> <p>DESIGN FRY. NO. 184-202899                  CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.</p>	<p>WE, COMMUNITY SURVEY INC. DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR VINCENT CAINKAR UNDER MY HAND AND SEAL THIS 28TH DAY OF DECEMBER 2020. FIELD WORK 12/28/2020.</p> <p>THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEY NUMBER 20-27532</p> <p style="text-align: center;"><i>Kenneth W. Vidovic</i></p> <p>ILLINOIS LAND SURVEYOR NO. 3701                  EXPIRES 11/30/2022</p>
---	--





# MCCARTHY ROAD



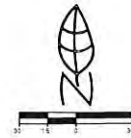
# TOPOGRAPHIC SURVEY

OF

PARCEL 1: THAT PART OF THE EAST 229.26 FEET OF THE WEST 458.52 FEET MEASURED FROM THE CENTER OF PUBLIC HIGHWAY OF THE NORTH 130.72 FEET OF THE NORTH 35 ACRES OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY COOK COUNTY ILLINOIS AS NOW SURVEYED ACROSS SAID EAST 229.26 FEET AND SAID NORTH 130.72 FEET OF THE NORTH 35 ACRES OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY COOK COUNTY ILLINOIS EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES IN CASE NO. 93-04888.

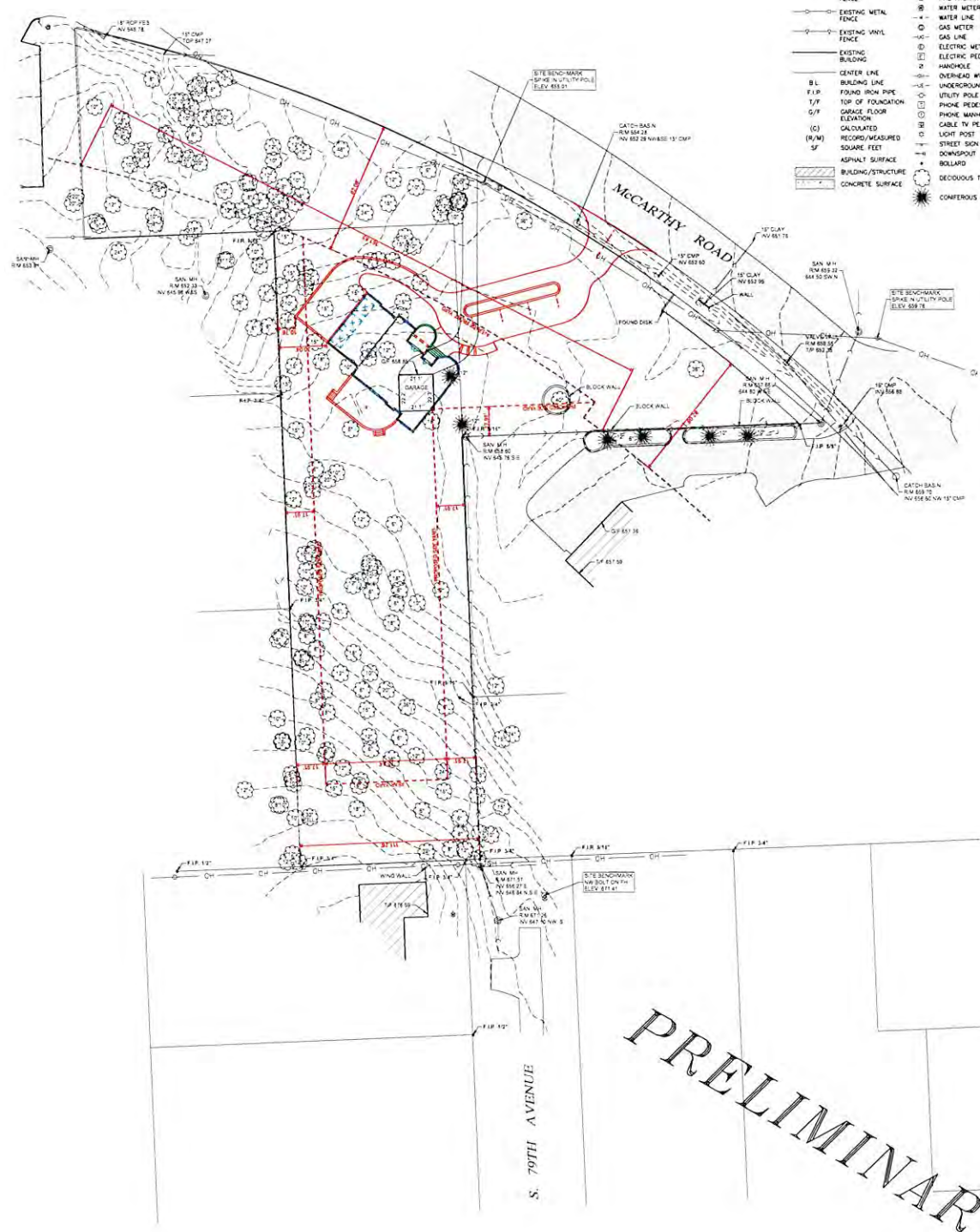
PARCEL 2: THAT PORTION OF THE NORTH 321.54 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 438.52 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 25 AND SOUTHWEST OF THE SOUTHWEST RIGHT-OF-WAY LINE OF 123RD TO 127TH STREET, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES IN CASE NO. 93-04888.

PARCEL 3: THE EAST 112.26 FEET OF THE WEST 458.52 FEET OF THE SOUTH 391.8 FEET OF THE NORTH 86.8 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



## LEGEND

- EXISTING BOUNDARY
- EXISTING EASEMENT
- EXISTING SETBACK
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- EXISTING METAL FENCE
- EXISTING VINYL FENCE
- EXISTING BUILDING
- CENTER LINE
- B/L BUILDING LINE
- F.I.P. FOUND IRON PIPE
- T/F TOP OF FOUNDATION
- G/F GARAGE FLOOR ELEVATION
- (C) CALCULATED
- (R/M) RECORDED/MEASURED
- SF SQUARE FEET
- ASPHALT SURFACE
- BUILDING/STRUCTURE
- CONCRETE SURFACE
- MANHOLE
- EXIST. CURB INLET
- STONE SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER VALVE
- BUFFALO BOX (B-BOX)
- WATER VALVE & VAULT
- FIRE HYDRANT
- WATER METER
- WATER LINE
- GAS METER
- GAS LINE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- HANDHOLE
- OVERHEAD WIRES
- UNDERGROUND WIRE
- UTILITY POLE
- PHONE PEDESTAL
- PHONE MANHOLE
- CABLE TV PEDESTAL
- LIGHT POLE
- STREET SIGN
- DOWNSPOUT
- BOLLARD
- DECIDUOUS TREE
- CONIFEROUS TREE



DATE	
1.	
2.	
3.	
4.	
5.	
6.	



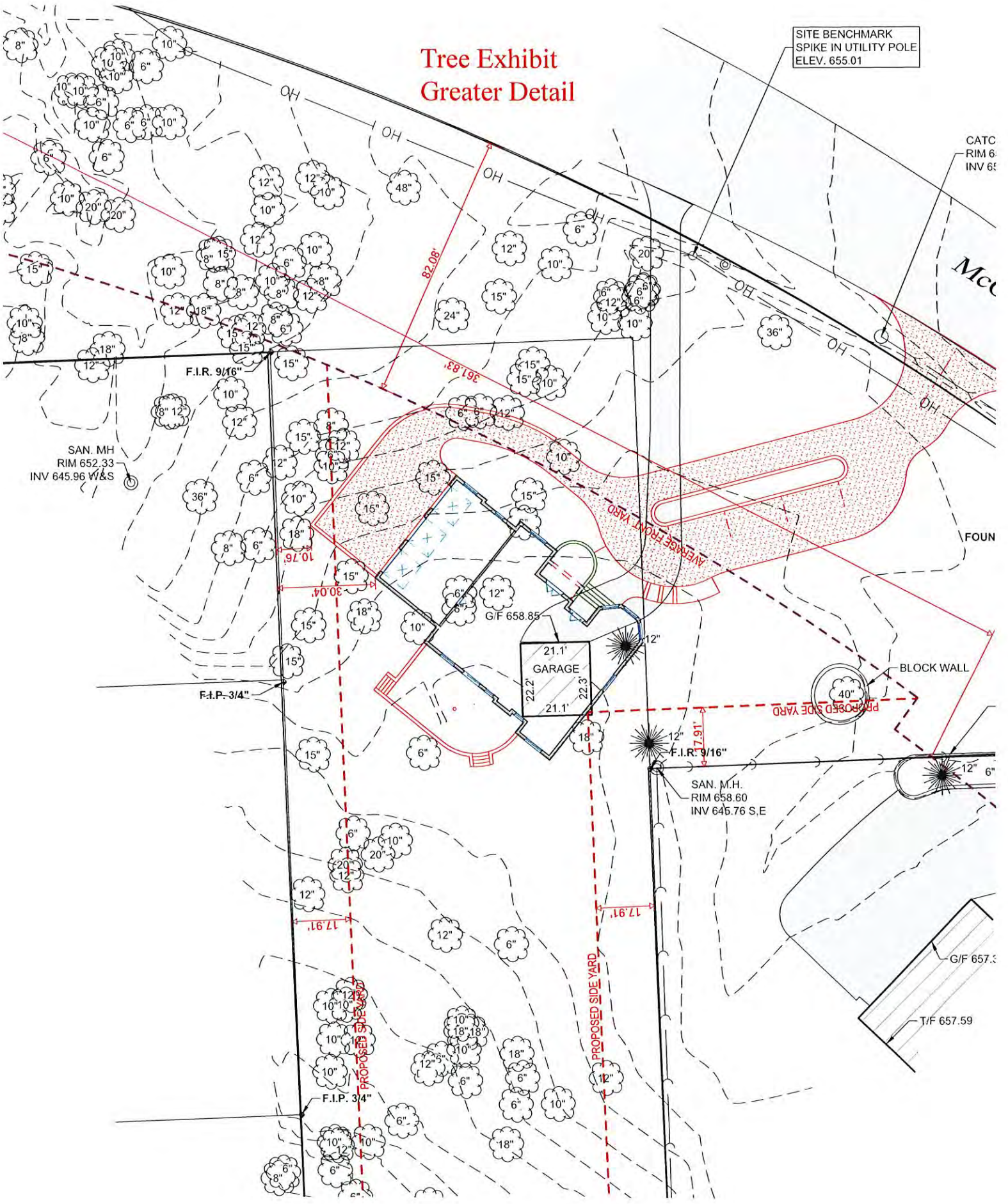
**Morris Engineering, Inc.**  
 Civil Engineering • Consulting  
 Land Surveying  
 515 Bayview Road, Suite L, 62532  
 Phone: (830) 271-0170  
 Survey: (830) 271-0599  
 FAX: (830) 271-0774  
 Website: www.mei.com

TOPOGRAPHIC SURVEY  
 7919 MCCARTHY ROAD  
 PALOS PARK, ILLINOIS

FIELD BOOK	EM	SHEET
DRAWN BY	GLS	<b>1</b>
CHECKED BY	JL	
APPROVED BY	JL	
DATE	8/12/2021	
SCALE	HORIZ. 1"=40'	OF 1 SHEETS
DATE	JULY, 2020	PROJ. # 21-05-203

# Tree Exhibit Greater Detail

SITE BENCHMARK  
SPIKE IN UTILITY POLE  
ELEV. 655.01



CATC  
RIM 652.33  
INV 645.96

Mc

FOUN

BLOCK WALL

G/F 657.59

T/F 657.59

SAN. MH  
RIM 652.33  
INV 645.96 W&S

SAN. M.H.  
RIM 658.60  
INV 645.76 S.E

F.I.R. 9/16"

F.I.P. 3/4"

F.I.R. 9/16"

F.I.P. 3/4"

PROPOSED SIDE YARD

PROPOSED SIDE YARD

PROPOSED SIDE YARD

PROPOSED FRONT YARD

10.76'

30.04'

17.91'

17.91'

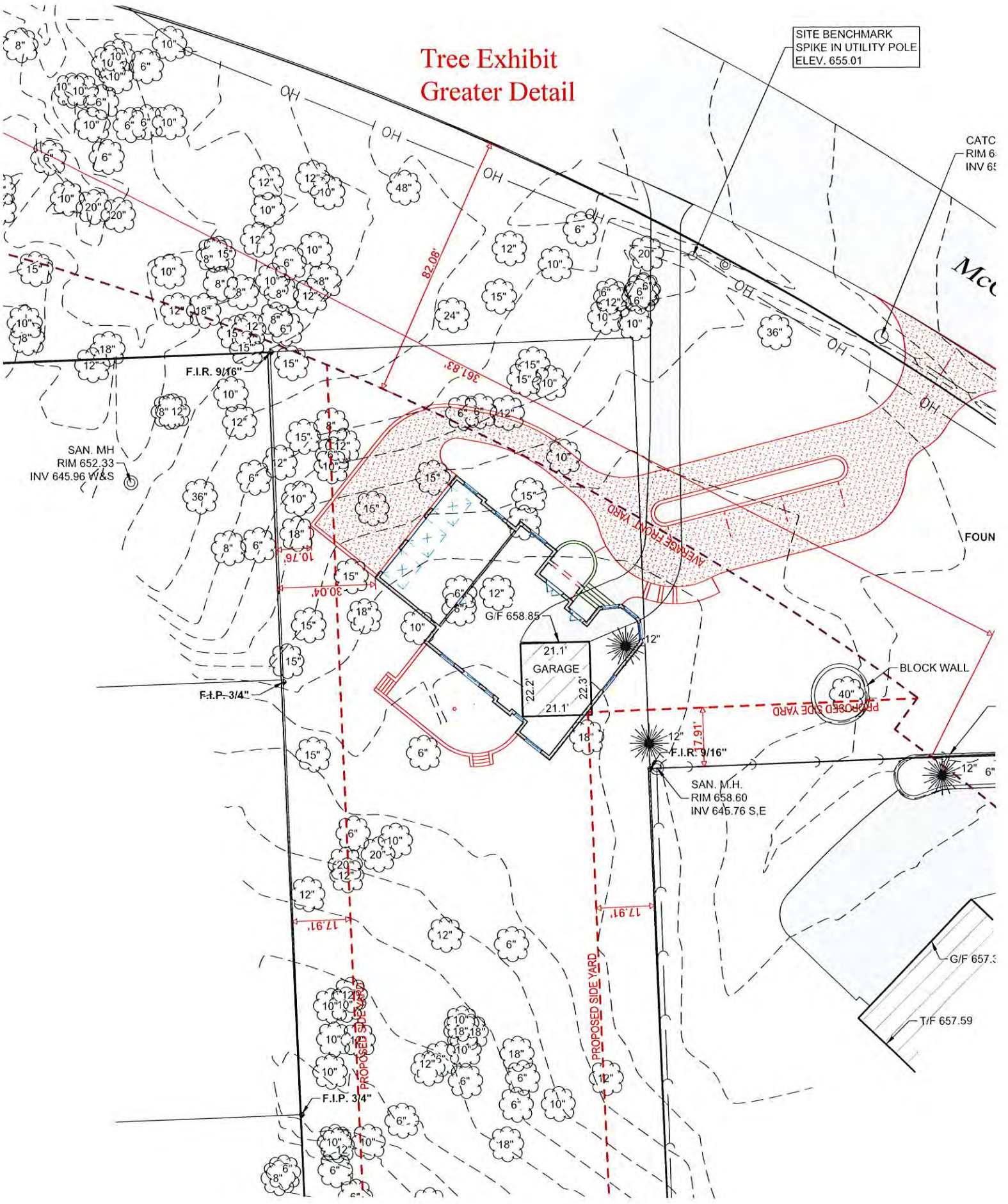
12"

12"

6"

82.08'

361.83'







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: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

2022 MFT Pavement Program

**BACKGROUND/HISTORY**

On 8-9-21 the Village Council awarded the 2022 MFT project to Lindahl Brothers in the amount of \$ 728,235.00 with authority to the Village Engineer to spend up to \$800,000.00. Attached is Pay Estimate No. 3 in the Amount of \$331,100.52. Public Works is asking for approval of this pay estimate withholding 10 % as retention.

Total Work to Date	\$627,241.18
Less Previous payment	\$233,416.54
Less Retention	\$62,724.12
Total Amount Est No 2	\$331,100.52

**STAFF RECOMMENDATION:**

Staff recommends approval of Pay Estimate No. 3.

**RECOMMENDED MOTION:**

I move to approve Pay Estimate No. 3 for the 2022 MFT Pavement Improvement Project to Lindahl Bros. Inc., in the amount of \$331,100.52.

LINDAHL BROTHERS, INC.  
 622 EAST GREEN STREET  
 BENSENVILLE, ILLINOIS 60106  
 630-595-1080

Estimate No: 3  
 Estimate Period: 10/29/2021 To 11/30/2021

Invoice#39742  
 Estimate Date: 11/30/2021

TO: VILLAGE OF PALOS PARK  
 8999 W. 123RD STREET  
 PALOS PARK, IL 60464

PROJECT: PALOS PARK MFT PAVING PROJECT; SECTION 22-00000-00GM, PALOS PARK, ILLINOIS

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	Quantity / %	This Estimate		To Date	
							Amount	Quantity / %	Amount	Amount
1	10	HMA Surf Rem Variable Depth	SY	39,700.000	2.2500	5,286.000	11,893.50	44,986.000	101,218.50	
2	20	Bit Materials Prime Coat	GAL	7,500.000	.0100	2,453.000	24.53	4,320.000	43.20	
3	30	Lev Binder N50 Mach Meth 1 Inch	TON	2,425.000	72.0000			2,211.570	159,233.04	
4	40	HMA Surf Course Mix D N50 2 Inch	TON	4,850.000	72.0000	4,772.520	343,621.44	4,772.520	343,621.44	
5	50	Aggregate Wedge Shoulder B	TON	1,400.000	30.0000					
6	60	HMA Surface Rem Butt Joint	SY	275.000	15.0000			275.000	4,125.00	
7	70	Frame and Lid Adjustment Special	EACH	52.000	380.0000					
8	80	Remove/Replace HMA Drive	SY	600.000	20.0000					
9	90	Rem/Replace PCC Drive Spec	SY	50.000	130.0000					
10	100	Rem/Replace Brick Paver Dr	SY	90.000	130.0000					
11	110	Traffic Control and Protection	LSUM	1.000	19,000.0000	.650	12,350.00		19,000.00	

Total: 367,889.47  
 Estimate  
 627,241.18  
 10% Retainage: 36,788.95  
 Previous Estimates: 233,416.54  
 Current Amount Due: \$331,100.52  
 \$331,100.52



To: G. Darryl Reed, Building Dept. Commissioner  
 From: Building Department  
 Date: December 8, 2021  
 Subject: Building Department Report for Council Meeting December 13, 2021

**Enjoy a Safe Holiday Season**

Holiday safety is an issue that burns brightest from late November to mid-January, when families gather, parties are scheduled and travel increases. Take some basic precautions to ensure your family remains safe and injury-free throughout the season.

- Never leave burning candles unattended or sleep in a room with a lit candle
- Keep candles out of reach of children
- Don't burn candles near trees, curtains or any other flammable items
- Don't burn trees, wreaths or wrapping paper in the fireplace
- Check and clean the chimney and fireplace area at least once a year

**PERMITS:**

The Building Department processed Seventeen (17) permits from November 16<sup>th</sup> -December 8<sup>th</sup> resulting in **\$13,215.55** in permit fees.

**BUILDING PERMIT INSPECTIONS**

Seventeen (17) inspections were completed during this time period.

ADDRESS	PERMIT TYPE	COST
12448 S. Wolf	SFR	\$7,991.55
8325 Knollwood	Roof	\$225.00
12402 S. 91 <sup>st</sup> Ave	Windows	\$150.00
8815 W. 123 <sup>rd</sup> Street	Roof	n/c
8625 W. 123 <sup>rd</sup> Street	Window	\$150.00
12400 S. 86 <sup>th</sup> Ave	Gutters	\$150.00
11728 S. 82 <sup>nd</sup> Court	Generator	\$175.00
11757 Highwood Drive	Windows	\$150.00
12832 S. Misty Harbour	Roof	\$225.00
9009 W. Forest Glen	Roof	\$225.00
85 <sup>th</sup> Ave ROW	Electric	\$75.00
7856 Oak Ridge	Drain tile	\$300.00
11349 W. 123 <sup>rd</sup> Street	Inground Pool	\$2,524.00
11349 W. 123 <sup>rd</sup> Street	Gas Line	\$275.00
9114 W. 121 <sup>st</sup> Street	Windows	\$150.00
11900 Timberlane	Roof	\$225.00
12690 S. Bell Road	Roof	\$225.00
<b>FINAL</b>		<b>\$13,215.55</b>
<b>PREVIOUS REPORT</b>		<b>\$192,727.22</b>
<b>FISCAL YEAR TO DATE</b>		<b>\$205,942.77</b>



**VILLAGE OF  
PALOS PARK**

**Village Council**

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

Meeting of: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Professional Services Agreement with HR Green for plan review and inspection services.

**BACKGROUND/HISTORY:**

On January 8, 2018, the Village Council authorized staff to negotiate an agreement with HR Green to provide building plan review and inspection services. This agreement was renewed at the December 10, 2018, December 9, 2019, and December 14, 2020 meetings. This agreement expires on December 31, 2021 and will need to be renewed to continue service. The agreement mirrors the previous agreement, with exception to minor increases in fees to reflect HR Green's 2022 bill rates. A resolution has been prepared authorizing the execution of the agreement.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**RECOMMENDED MOTION:**

I move to approve Resolution 2021-R-12 a resolution authorizing a representative to sign the professional services agreement with H.R. Green, Inc. relative to building plan review and inspection services.

Attachments:

Resolution #2021-R-12

Draft 2022 Professional Services Agreement with HR Green

**RESOLUTION NO. 2021-R-12**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PROFESSIONAL SERVICES AGREEMENT WITH H.R. GREEN, INC.  
RELATIVE TO BUILDING PLAN REVIEW AND INSPECTION SERVICES**

WHEREAS the Village of Palos Park (the "Village") has determined that it is in the public interest that the Village outsource some of its building and zoning plan review and inspection work; and

WHEREAS, the Village previously underwent a thorough search of competent firms to provide the necessary scope of services relative to this building and zoning plan review and inspection work; and

WHEREAS, the Village previously determined HR Green, Inc. to be the best suited firm to do the necessary work; and

WHEREAS, HR Green, Inc. has been satisfactorily performing the necessary work for the Village; and

WHEREAS, the Village desires to continue its relationship with HR Green for performance of this building plan review and inspection work; and

WHEREAS, the Village and HR Green, Inc. have reached a written common understanding of the terms of the work and cost to the Village in the form of agreement attached as Exhibit A to this Resolution; and

WHEREAS, the Village finds it in its best interests to authorize the Mayor, the Village Manager or a designee to sign the agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Palos Park, Cook County, Illinois, that John F. Mahoney, Mayor of the Village of Palos Park, Richard Boehm, Village Manager of the Village of Palos Park and/or a designee,

are hereby each individually authorized to execute the professional services agreement with H.R. Green, Inc. relative to Building Plan Review and Inspection Services Agreement attached as Exhibit A on behalf of the Village of Palos Park.

ADOPTED this 13<sup>th</sup> day of December, 2021, pursuant to a roll call vote as follows:

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

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

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

APPROVED by me this 13<sup>th</sup> day of December, 2021.

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

ATTEST:

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



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Village of Palos Park**

**Building Plan Review and Inspection Services**

Mr. Richard Boehm  
Village Manager  
Village of Palos Park  
8999 W. 123<sup>rd</sup> St.  
Palos Park, IL. 60464  
708-671-3700

Frank Urbina, NCARB, AIA, ALA, APA  
Licensed Architect / Chief Building Official  
HR Green, Inc.  
323 Alana Dr.  
New Lenox, IL 60451  
815.385.1778

HR Green Project No.: 220566

January 1, 2022

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Palos Park (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will report directly to the Village of Palos Park Village Hall daily as determined by CLIENT based on the following Options as listed and described below:

### **Basic Services:**

Plan Reviews and Building Inspections (Residential, Commercial and Industrial) HR Green staff will be provided as needed by Client reporting to the Chief Building Inspector or to Village Staff as directed. An inspection schedule is to be sent to HR Green via email by 4:00 p.m. the day prior to inspections. The inspection schedule is to include address, contractor or permit applicant contact information, the type of inspection and time of inspection for each inspection.

To provide Plan Review Services at our HR Green office(s) as needed, plans may be picked up by HR Green staff, mailed or sent electronically as PDFs via email as required and determined by client. HR Green will return a final complete set of plans to the client stamped "approved" or "approved as noted" or as requested by the client. Plan review letters will be provided to the Village for all plan reviews with applicable forms as determined by Client.

COMPANY staff will take direction from the Chief Building Inspector and/or assigned Village Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the Village of Palos Park policies and adopted building codes, ordinances, and amendments. CLIENT will keep Company informed of changes or revisions to adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the Village's software system, if available. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Code requirements as needed.

## 2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the Village of Palos Park as directed by CLIENT as listed above including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial, Mixed Use, etc.

- A. COMPANY will utilize a multi-disciplined team members assigned to the Village as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:
- Zoning
  - Site / Civil (including floodplain) as requested
  - Building
  - Mechanical
  - Electrical
  - Plumbing
  - Energy
  - Accessibility
  - Means of Egress
  - Use and Occupancy
  - Building Height and Areas
  - Construction Type
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Village of Palos Park Zoning Codes and Municipal Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments in order to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the Village's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of Village staff.
  - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
  - Proficiently communicate with permit applicants to provide clear and concise direction as determined by CLIENT.

- Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
- Incorporate, track and update plan reviews and inspection reports utilizing the Village's computer software system.

F. COMPANY will provide additional on-call staff (Plan Reviewers and Building Inspectors) as requested by CLIENT to cover building department staff when they are on vacation or out of the office or as needed.

### **3.0 Deliverables and Schedules Included in this Agreement**

The initial contract term shall be from the date of award to December 31, 2022. The CLIENT shall have the right to renew the contract on an annual basis with all terms and conditions, other than price, remaining the same.

COMPANY shall begin performing the services within ten (10) days of a notice to proceed from CLIENT. The actual start date can be reviewed and amended to meet the needs of the CLIENT.

### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement, but can be added at any time per task order or escrow account setup, or as T&M as directed by CLIENT:

- Landscape Architect / Arborist – HR Green staff
- Licensed Architect Services other than Building Plan Reviews
- Structural Engineering Plan Reviews and Structural Calculation Reviews-HR Green staff
- Surveying – HR Green staff
- Soil Testing – Not provided by HR Green (use sub-consultant)
- External Agency Reports
- Environmental – HR Green staff

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired and will be provided at COMPANY Standard Bill Rates.

### **5.0 Services by Others**

Permit Coordinator / Administrative Assistant – Village Staff

### **6.0 Client Responsibilities**

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District, Zoning and Subdivision and Sign requirements, standard permit, plan review and inspection forms and any other applicable forms or documents.

# Pricing Index

## BILL RATE FEE SCHEDULE – 2022 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$145 - \$195 per hour
Building Plan Reviews Residential and Commercial	Master Code Professional / Certified Building Official / Senior Building Plan Reviewer	\$120 - \$148 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$98 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Administrative Assistant	\$90 per hour
HR Green Vehicle	Mileage will be billed at the current IRS standard rate including mileage to and from HR Green Office and while completing inspection services within the Village limits.	0.575 Cents per mile

### 7.0 Professional Services Fee

#### 7.1 Invoices

The fee for services will be based on the Basic Services as selected by client and according to COMPANY's standard hourly rate fee schedule.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

#### 7.2 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

#### 7.3 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

#### 7.4 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT, or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois

8.13 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.14 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.15 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness

for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.16 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.17 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.18 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.19 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or

resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.20 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.21 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

#### 8.22 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Approved by:  
Printed/Typed  
Name:

\_\_\_\_\_  
Timothy J. Hartnett - Principal

Vice President  
Title: Governmental Services Date: 11/30/2021

**Village of Palos Park**

Accepted by:  
Printed/Typed  
Name:

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

**Palos Park police want all to get home safely this New Year's Eve, and we are offering a ride to those who might need a ride home after a night of celebrating and party events.**

**So before you get behind the wheel of your car after you have been drinking, prevent a potential disaster, and simply call them.**

**Palos Park Police Commissioner Dan Polk is reminding everyone in Palos Park that additional police officers will be out patrolling on New Year's Eve. So, if you are in Palos Park celebrating New Year's and have overindulged in holiday spirits, Palos Park Police want you to call them and they will make sure you find a safe way home.**

**Palos Park Police officers will ensure you get home safely, not to another drinking establishment or party. You can contact Palos Park Police at 448-2191 or call Chief Miller's cell directly 259-1035.**

**Make this a safe New Year's Eve for you and for everyone else on the road.  
Don't drink and drive**

**The concept is to encourage and take advantage of it," Miller said. "If someone is impaired and needs a ride, we would much rather have them call us than get behind the wheel and get into an accident."**

**Palos Park is also offering peace of mind to families who are leaving underage people at home. The department will send officers on patrol to check on the homes between 7 p.m. and 4 a.m.**

**'Let's all pull together to have a safe holiday': Palos Park police remind shoppers to be aware**

**Don't keep loading packages in your trunk of your car and go back in the store to buy more, people out there who will watch you.**

**Be aware of your surroundings**

**Be careful with purses and wallets**

**Carry only what you need**

**Shop with a friend**

**Driving tips included parking in a well-lit area when shopping, parking close to destinations and making a note of where the car is parked, not leaving packages or valuables in plain sight in the car, not approaching the car alone if suspicious people are in the area and remembering that traffic is congested and travel may take longer.**

**Shopping tips include always being aware of surroundings and avoiding carrying large amounts of cash.**

**ATM tips include using ones located in stores or well-lit locations, shielding the keypad from those standing near you and not throwing away the receipt at the ATM location.**

**Package delivery tips include shipping packages to work, asking a neighbor to keep an eye on the house and requiring a signature for deliveries.**

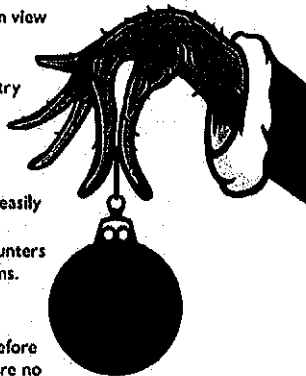
**Tips for children include asking children to stay close while shopping, teaching children to get help from a store clerk if they get separated and never leaving children unoccupied in a store or alone in a car.**

presents

## HOLIDAY SHOPPING SAFETY TIPS

When busy people are out shopping during the holidays, it is easy to be forgetful about personal property and safety. As a result, people are vulnerable to theft and other crimes. It is important to report suspicious activity to the Police Department and to remember the following tips:

- When shopping, park your car in a well-lit area.
- Do not leave packages, shopping bags, or valuables in plain view inside your car.
- Always be aware of your surroundings. Be cautious of strangers approaching you for any reason. Criminals may try various methods of distraction with the intent of taking money or belongings.
- Lock your packages and other valuables in your vehicle's trunk. If your car does not have a trunk, be certain that valuables are out of sight or concealed so they cannot be easily identified.
- While inside stores, never place packages on floors or counters or leave them unattended when purchasing additional items.
- Parked cars should have all windows tightly closed and all doors locked.
- Always have your car keys readily available in your hand before you walk to your car, and scan the interior of car to be sure no one is hiding inside.
- Women should carry purses under their arms, and men should carry wallets in an inside coat pocket or front pants pocket.
- Avoid carrying large amounts of cash. Whenever possible, pay for purchases with checks or credit cards.



**Palos Park Police Home for the Holidays program raises awareness about loneliness among the elderly during the holiday season. This holiday season we are committed to relieving isolation and loneliness among the elderly.**

**Did you know detrimental feelings associated with isolation can become more pronounced around the holidays, given the emphasis on celebrating with friends and families.**

**As people age, they start to outlive spouses and friends and become more homebound as their bodies slow down. Feelings of loneliness — and the health consequences that come with them — become more common.**

**About 29 percent of people age 65 or older live alone, according to the Administration on Community Living, an agency established in the U.S. Department of Health and Human Services.**

**Please check on homebound or elderly friends or neighbors or call us and we will be happy to check on them 708 671 3771 and leave their information for us to follow up and visit them.**



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: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

A Resolution to accept, as presented, the Village of Palos Park Police Pension Fund Municipal Compliance Report in accordance with Public Act 95-0950.

**BACKGROUND/HISTORY:**

In accordance with the provisions of Illinois Public Act 95-0950, the Palos Park Pension Board shall report (Municipal Compliance Report) annually to the municipality on the condition of the Pension Fund at the end of its most recently completed fiscal year. The report is to be made available prior to the council meeting held for levying of taxes. The report was prepared by Lauterbach & Amen, LLP and approved by the Police Pension Board.

**STAFF RECOMMENDATION:**

Staff recommends that Council accept the Municipal Compliance Report for the fiscal year ended April 30, 2021 as certified by the Palos Park Police Pension Board.

**RECOMMENDED MOTION:**

I move to approve Resolution 2021-R-11, titled "A Resolution Authorizing the Acceptance of the Municipal Compliance Report Pursuant to Public Act 95-0950."

**RESOLUTION NO. 2021-R-11**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MUNICIPAL COMPLIANCE REPORT PURSUANT TO PUBLIC ACT 95-0950.**

**WHEREAS**, the Village of Palos Park is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, pursuant to Illinois Public Act 95-0950, the pension board shall report annually to the municipality on the condition of the pension fund; and

**WHEREAS**, the report (Municipal Compliance Report) has been prepared and certified by the Palos Park Police Pension Board; and

**WHEREAS**, the report has been made available to Council of the Village of Palos Park; and

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

*Section 1.* The Village Council of the Village of Palos Park hereby accepts as presented the Municipal Compliance Report for the fiscal year ended April 30, 2021.

*Section 2.* All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

*Section 3.* This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** on this 13<sup>th</sup> day of December, 2021 pursuant to roll call vote as follows:  
**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 13<sup>th</sup> day of December, 2021.

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

ATTEST:

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

VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND

---

PUBLIC ACT 95-0950  
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED  
APRIL 30, 2021



## Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

688 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

[www.lauterbachamen.com](http://www.lauterbachamen.com)

November 30, 2021

Members of the Pension Board of Trustees  
Palos Park Police Pension Fund  
Palos Park, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Palos Park Police Pension Fund for the fiscal year ended April 30, 2021. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 – Municipal Compliance Report must be provided to the municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact us at [auditreport@lauterbachamen.com](mailto:auditreport@lauterbachamen.com).

Respectfully submitted,

*Lauterbach & Amen, LLP*

Lauterbach & Amen, LLP

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

The Pension Board certifies to the Board of Trustees of the Village of Palos Park, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$4,328,643</u>	<u>\$3,268,504</u>
Total Net Position	<u>\$4,328,643</u>	<u>\$3,593,504</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$88,846</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$259,700</u>
Municipal Contributions	<u>\$485,566</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$473,200</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>\$447,515</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$485,566</u>
Statutory Municipal Contribution	<u>\$369,202</u>

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$696,544</u>	<u>\$40,642</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>5.75%</u>	<u>5.75%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>6.00%</u>	<u>6.00%</u>
Actual Investment Return	<u>19.89%</u>	<u>(4.96%)</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>10</u>
--------------------------	-----------

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>3</u>	<u>\$157,777</u>
(ii) Disability Pension	<u>0</u>	<u>\$0</u>
(iii) Survivors and Child Benefits	<u>1</u>	<u>\$41,406</u>
Totals	<u>4</u>	<u>\$199,183</u>

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>51.99%</u>	<u>50.85%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>52.61%</u>	<u>50.21%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$3,733,800</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$3,664,842</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE  
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 5<sup>th</sup> day of December, 2021

President Thomas H. Donovan Date 12/6/21

Secretary [Signature] #1221 Date 12/5/21

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

---

**INDEX OF ASSUMPTIONS**

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as budgeted by the Village.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2021, times 6% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2021.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2021, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the April 30, 2021 Actuarial Valuation.

Private Actuary - Lauterbach & Amen, LLP

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

---

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2021 and 2020.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Lauterbach & Amen, LLP, April 30, 2021 and 2020 Actuarial Valuations.

Actual Investment Return - Money Weighted Rate of Return under GASB Pronouncements 67 and 68, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2021 and 2020.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2021 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2021 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**VILLAGE OF PALOS PARK, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2021**

---

INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the April 30, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Actuarial Value of Assets as a percentage of Accrued Liability as Reported in the Lauterbach & Amen, LLP, April 30, 2021 and 2020 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the April 30, 2021 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2021 Actuarial Valuation.

**PALOS PARK POLICE  
PENSION FUND**

**STATEMENT OF  
INVESTMENT POLICY**

Classification: Internal Use

## TABLE OF CONTENTS

Definition of Terms	Page 3
Statement of Purpose	Page 4
Investment Objectives	Page 5
Distinction of Responsibilities	Page 5
Investment Manager	Page 6
Prudence	Page 6
Prohibited Transactions	Page 7
Investment Guidelines	Page 7
Performance Measurements	Page 11
Controls	Page 12
Diversification/Strategy	Page 12
Long-Term Projected Rates	Page 14
Collateralization	Page 14
Custody, Registration & Safekeeping of Investment	Page 15
Ethics and Conflicts of Interest	Page 15
Indemnification	Page 15
Reporting and Communication	Page 16
Amendment	Page 16
Conflict	Page 16
Adoption	Page 17

## **DEFINITION OF TERMS**

**Beneficiary** - person eligible for or receiving benefits from a pension fund.

**Book Entry Security** - securities that can be transferred from institution to institution using the federal electronic wire system, thus eliminating the physical transfer of certificates. Records are maintained on a computer system at the Federal Reserve.

**Collateral** - the pledging of a security to guarantee performance of an obligation.

**Commercial Paper** - unsecured promissory notes of corporations issued for 270 days or less.

**Fiduciary** - person entrusted with the control of assets for the benefit of others.

**Investment Manager** - an individual or organization that provides investment management services for a fee, either on a discretionary or nondiscretionary basis. Under Illinois law, an investment manager is considered a fiduciary with respect to the Fund.

**IL Funds (formerly known as the Illinois Public Treasurers' Investment Pool)** - a short-term money market fund for public funds in Illinois.

**Market Value** - the present price of a given security.

**B of A Merrill Lynch Corporate 1-10 Year Index** - benchmark index based upon publicly issued intermediate corporate debt securities.

**B of A Merrill Lynch Treasury Index** - benchmark index that quantifies the price and yield performance of all U.S. Treasury obligations with a maturity of at least one year and an outstanding par value of at least \$100 million. The securities comprising the index are rebalanced on a daily basis.

**B of A Merrill Lynch US Treasury/Agency Index**: The U.S. Government/Agency Index tracks the performance of the combined U.S. Treasury and U.S. Agency Markets. It includes U.S. dollar-denominated U.S. Treasury and U.S. Agency Bonds, issued in the U.S. domestic bond market, having at least one year remaining term to maturity, a fixed coupon schedule and a minimum amount outstanding of \$1 Billion for U.S. Treasuries and \$150 Million for U.S. Agencies. The index is re-balanced on the last calendar day of the month.

**Morgan Stanley Capital International (EAFE)** - Indices are based on the share prices of approximately 1,600 companies listed on stock exchanges in the twenty-two countries that make up the MSCI National Indices.

**Return** - Income and capital appreciation or depreciation on an investment.

**Russell 2000 Stock Index** - is comprised of the smallest 2000 companies in the Russell 3000 Index, representing approximately 11% of the Russell 3000 total market capitalization. The Index was developed with a base value of 135.00 as of December 31, 1986.

**Security** - any note, stock, bond, certificate of interest or certificate of deposit.

**Separate Account** - term used of variable annuities. Because the risk is borne by the investor in a variable annuity, the issuer may not commingle funds invested in the variable annuity with the general funds of the issuer.

**Standard & Poor's 400 Midcap Stock Index** - is comprised of 400 stocks chosen for market size, liquidity and industry group representation. All stocks within the S & P 500 are not eligible for inclusion.

**Standard & Poor's 500 Stock Index** - is a capitalization-weighted index of 500 stocks designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries. The index was developed with a base level of 10 for the 1941-43 base period.

**Treasury Bill** - short-term debt obligation of U.S. government which will mature within one year of original issuance.

**Treasury Note** - intermediate debt obligation of U.S. government which will mature in 1 to 10 years of original issuance.

**Treasury Bond** - longer debt obligations of U.S. government which will mature in more than ten years of original issuance.

**Yield** - percentage measured by taking annual income from an investment and dividing by current market value.

#### **STATEMENT OF PURPOSE**

The investment of pension funds is the responsibility of the members of the Board of Trustees of the Palos Park Police Pension Fund (Pension Board). The purpose of this investment policy is to:

- Define and assign the responsibilities of all parties involved
- Establish the relevant investment horizon for which the Pension Fund will be managed
- Offer guidance and limitations to all Investment Managers regarding the investment of Pension Fund
- Communicate the Pension Board's policy views on management of pension funds to the public, participants, and beneficiaries of the Palos Park Police Pension Fund (Fund)
- Establish long-term expected rates

- Establish a basis of evaluating investment results

In general, the purpose of this investment policy is to outline a philosophy which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical. This document is intended to serve as a reference tool, an operating code, and a communications link between the Board of Trustees, its staff, and its investment professionals.

### **INVESTMENT OBJECTIVES**

The Pension Board has a fiduciary responsibility to discharge their duties with respect to the pension fund solely in the interest of the participants and beneficiaries as set forth in the Illinois Pension Code at 40 ILCS 5/1-109.

**Safety:** Safety of principal is the foremost objective of the Pension Fund. Each investment transaction shall seek to first ensure that large capital losses are avoided whether they are from securities defaults or erosion of market value.

**Return on Investments:** The Pension Board seeks to attain market rates of return on its investments consistent with constraints imposed by its safety objectives, cash flow considerations and Illinois state laws that restrict the placement of public funds.

**Maintenance of Public Trust:** All participants in the investment process shall seek to act prudently as custodians of pension funds. Investment officials shall avoid any transactions that might reasonably impair Fund participant's confidence in the Pension Board's ability to manage the Fund.

**Liquidity:** The assets shall be sufficiently liquid to meet the Fund's disbursement requirements for the payment of operating expenses and benefits.

### **DISTINCTION OF RESPONSIBILITIES**

Management of the investment program is the responsibility of the Pension Fund Board of Trustees. No person may engage in an investment transaction except as provided under terms of this policy established by the Pension Board. The Pension Board may appoint an investment manager (as defined in 40 ILCS 5/1 - 101.4) to assist in the management of the investment program. Any such appointment shall be made in accordance with the requirements of Section 1-113.5 of the Illinois Pension Code (40 ILCS 5/1-113.5). The investment manager shall acknowledge, in writing, that it is a fiduciary with respect to the Pension Fund. Any such written agreement shall be attached to this policy. The Pension Board will meet with the investment manager at least quarterly to review market conditions, review the investment portfolio, and determine investment strategy.

The Board of Trustees will generally be responsible for the following:

- Complying with applicable laws, regulations, and rulings.
- Selecting all qualified investment professionals.

- Monitoring and evaluating investment performance and compliance with this Policy.
- Reviewing and suggesting changes, as needed, to this Policy.
- Establishing and reviewing the appropriateness of the Pension Fund's asset allocation policy.
- Taking action according to this policy.

The Board recognizes that material, relevant, and decision-useful sustainability factors have been or are regularly considered by the Board, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include but are not limited to: (1) corporate governance and leadership factors; (2) environmental factors; (3) social capital factors; (4) human capital factors; and (5) business model and innovation factors, as provided under the Illinois Sustainable Investing Act. (40 ILCS 5/1-113.6 and 1-113.17)

#### **INVESTMENT MANAGER**

Pursuant to Chapter 40 ILCS 5/1-101.4 and 5/1-113.5 of Illinois Compiled Statutes, the Pension Board can enter into an agreement whereby it hires an Investment Manager/Advisor to manage all or part of the investment portfolio of the Palos Park Police Pension Fund. The investment adviser must be at least one of the following:

- (1) registered as an investment adviser under the federal investment Advisers Act of 1940 (15 U.S.C. 80b-1, et seq.)
- (2) registered as an investment adviser under the Illinois Securities Law of 1953.
- (3) a bank, as defined in the Investment Advisers Act of 1940
- (4) an insurance company authorized to transact business in Illinois.

An agreement with said Investment Adviser/Manager shall be in writing. The Investment Manager must acknowledge in writing that it is a fiduciary with respect to the Palos Park Police Pension Fund and shall have those duties and responsibilities as set forth in 40 ILCS 5/1-113.5 of the Illinois Pension Code, as currently enacted or subsequently amended. The contract shall also disclose all direct and indirect fees, commissions, penalties and any other compensation that may be received by the investment adviser. The contract must contain a requirement that the investment adviser submit periodic written reports, on a least a quarterly basis, for the Board's review at its regularly scheduled meetings. All investment returns shall be reported as net returns after payment of all fees, commissions and any other compensation.

All investments made by said manager shall conform to investment parameters specified in this Investment Policy. The Investment Manager shall report to the entire Pension Board. All investments made by the Investment Manager shall be reviewed at each Pension Board meeting. The Treasurer will review all investments made by the Investment Manager to ensure that said decisions are in compliance with Illinois statutes and this Investment Policy.

Within 30 days of appointing an investment advisor/manager the Pension Board shall submit a copy of the contract to the Illinois Department of Insurance.

#### **PRUDENCE**

Investments shall be made with judgment and care, under circumstances prevailing, which a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the primary objective of safety as well as the secondary objective of the attainment of market rates of return. The standards of prudence to be used by investment officials shall be the "Prudent Investor" and shall be applied in the context of managing the portfolio.

#### **PROHIBITED TRANSACTIONS**

The members of the Pension Fund Board of Trustees, and all other employees, agents, officials, or representatives of the Pension Fund involved in the investment process shall avoid any transactions prohibited by federal, state, or local law, particularly as set forth in 40 ILCS 5/1-110 and 30 ILCS 235/2. A Fiduciary with respect to the Fund shall not:

- Deal with the assets of the Fund in their own interests or for their own account.
- In their individual or other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interests of the Fund or the interests of its participants or beneficiaries.
- Receive any consideration for their own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.

#### **INVESTMENT GUIDELINES**

The Fund may invest in any type of investment instrument permitted by Illinois law, as described in Chapter 40 of the Illinois Compiled Statutes, 40 ILCS 5/1-113.1 through 113.4(a). Permitted investment instruments include, but are not limited to:

1. Interest bearing direct obligations of the United States of America.
2. Interest bearing obligations to the extent that they are fully guaranteed or insured as to payment of principal and interest by the United States of America.
3. Interest bearing bonds, notes, debentures, or other similar obligations of agencies of the United States of America. For the purposes of this section, "Agencies of the United States of America" include:
  - a. The Federal National Mortgage Association

- b. Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, and any other entity authorized to issue direct debt obligations of the United States of America under the Farm Credit Act of 1971 or amendments to that Act
  - c. Federal Home Loan Banks and the Federal Home Loan Mortgage Corporation
  - d. Any agency created by Act of Congress that is authorized to issue direct debt obligations of the United States of America.
4. Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks or savings and loan associations, or by State of Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government.

To the extent that the Pension Fund desires to invest assets in withdrawable capital accounts, savings accounts, or certificates of deposit with federally insured banks, savings and loan associations, or credit unions, the following criteria, in addition to the Illinois Pension Code set forth in 40 ILCS 5/1-113.1 *et seq.* shall apply in the selection of receiving financial institutions:

- a. **Insurance** -- Pension Funds shall be deposited only in financial institutions insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loans Insurance Corporations (FSLIC), or the National Credit Union Administration (NCUA).
- b. **Denominations** -- Except as provided in paragraph C hereof, deposits will not be allowed to exceed the applicable federal deposit insurance limits for principal and interest.
- c. **Collateralization** -- Pension Fund assets may be invested in savings accounts or certificates of deposit of a national or state bank, even if fund assets on deposit in such institution will exceed federal deposit insurance or guarantee limits for invested principal and accrued interest, but only if the amount by which the fund's investment exceeds such insurance or guarantee limits is collateralized by the fund which shall be maintained and credited to the fund on the records of the custodial bank. The Pension Fund shall have a perfected security interest in such securities which shall be free of any claims to the rights to these securities other than any claims by the custodian which are subordinate to the Pension Fund's claims to rights to these securities.
- d. **Size** -- The Pension Fund will not select, deposit or invest any fund assets in any bank or financial institution unless the bank or institution has first complied with Paragraph B hereof; provided further that the amount of all Pension Fund assets on deposit with such bank or institution shall not exceed 50% of the institution's capital stock and surplus at the time the deposit is made.
- e. **Disclosure** -- Prior to receipt of any Pension Fund assets, and annually thereafter, each financial institution receiving Pension Fund assets for investment shall furnish

the Board with copies of the last two sworn statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Trust Companies or the Controller of Currency.

5. Interest bearing bonds of the State of Illinois.
6. Pooled interest-bearing accounts managed by the Illinois Public Treasurer's Investment Pool, also known as the IL Fund, in accordance with the Deposit of State Moneys act, interest bearing funds or pooled accounts of the Illinois Metropolitan Investment Funds, and interest-bearing funds or pooled accounts managed, operated, and administered by banks, subsidiaries of banks, or subsidiaries of bank holding companies in accordance with the law of the State of Illinois.
7. Interest bearing bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois.
8. Money Market Mutual Funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies; provided that the portfolio of the money market mutual fund is limited to:
  - a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
  - b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.
  - c. Short term obligations of corporations organized in the United States with assets exceeding \$400,000,000, provided that i) the obligations mature no later than 180 days from the date of purchase, ii) at the time of purchase, the obligations are rated by at least 2 standard national rating services at one of their 3 highest classifications, and iii) the obligations held by the mutual fund do not exceed 10% of the corporation's outstanding obligations.
9. Not to exceed 10% of the portfolio; any combination of separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stock, bonds or money market instruments or mutual funds that meet the following requirements:
  - a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
  - b. The mutual fund must have been in operation for at least 5 years.
  - c. The mutual fund must have total net assets of \$250,000,000 or more.
  - d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

10. Corporate bonds, managed through an investment advisor, and the bonds meet the following requirements:
  - a. The bonds must be rated as investment grade by one of the two largest rating services at the time of purchase.
  - b. If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the manager.
  
11. A pension fund with net assets of \$2,500,000 or more, may invest a portion of its net assets, not to exceed 45% of the market value of the pension fund's net present assets as stated in its most recent annual report on file with the Illinois Department of Insurance, in separate accounts that are managed by life insurance companies authorized to transact business in Illinois and are comprised of diversified portfolios consisting of common or preferred stock, bonds or money market instruments or mutual funds that meet the following requirements:
  - a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
  - b. The mutual fund must have been in operation for at least 5 years.
  - c. The mutual fund must have total net assets of \$250,000,000 or more.
  - d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.
  
12. A pension fund with net assets of \$5,000,000 or more, which has appointed an investment adviser under Section 1-113.5, may, through that investment adviser, invest in common and preferred stocks and mutual funds that meet all of the following requirements:

The stocks must meet all of the following requirements:

  - a. The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.
  - b. The securities must be of a corporation in existence for at least 5 years.
  - c. The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.
  - d. The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

The mutual funds must meet the following requirements:

- a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
- b. The mutual fund must have been in operation for at least 5 years.
- c. The mutual fund must have total net assets of \$250,000,000 or more.
- d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

The Fund's investment in the above equity investments shall not exceed 45% of the market value of the pension fund's net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

13. A pension fund with net assets of \$10,000,000 or more, which has appointed an investment adviser under Sections 1-101.4 and 1-113.5, may, through that investment adviser, invest an additional portion of its assets in common and preferred stocks and mutual funds that meet all of the following requirements:

The stocks must meet all of the following requirements:

- a. The common stocks must be listed on a national securities exchange or board of trade (as defined in the Federal Securities Exchange Act of 1934 and set forth in paragraph G of Section 3 of the Illinois Securities Law of 1953) or quoted in the National Association of Securities Dealers Automated Quotation System National Market System.
- b. The securities must be of a corporation in existence for at least 5 years.
- c. The market value of stock in any one corporation may not exceed 5% of the cash and invested assets of the pension fund, and the investments in the stock of any one corporation may not exceed 5% of the total outstanding stock of that corporation.
- d. The straight preferred stocks or convertible preferred stocks must be issued or guaranteed by a corporation whose common stock qualifies for investment by the board.

The mutual funds must meet the following requirements:

- a. The mutual fund must be managed by an investment company registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953.
- b. The mutual fund must have been in operation for at least 5 years.
- c. The mutual fund must have total net assets of \$250,000,000 or more.
- d. The mutual fund must be comprised of a diversified portfolio of common or preferred stocks, bonds, or money market instruments.

The Fund's total investment in the items authorized under this Section shall not exceed 60% effective July 1, 2011 and 65% effective July 1, 2012 of the market value of the pension fund's

net present assets stated in its most recent annual report on file with the Illinois Department of Insurance.

#### **PERFORMANCE MEASUREMENTS**

Performance will be calculated using professional standards as established by the Association for Investment Management Research. The Pension Board shall utilize the following benchmarks for evaluating the Fund's performance:

<u>Application</u>	<u>Benchmark</u>
Cash Equivalents	90 - day U.S. Treasury Bills
Fixed Income (excludes Corporate Bonds)	B of A Merrill Lynch Treasury/Agency Index
Corporate Bond	B of A Merrill Lynch 1-10 Year Corporate
Large Capitalization Equities	Standard & Poor's 500 Stock Index
Mid Capitalization Equities	Standard & Poor's 400 Stock Index
Small Capitalization Equities	Russell 2000 Stock Index
International Equities (includes developed and emerging markets)	Morgan Stanley Capital International Europe/Australias/Far East Index

The investment performance of total portfolios, as well as asset class components, will be measured against said benchmarks. The Trustees reserve the right to terminate a manager for any reason including, but not limited to, the following:

- Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
- Failure to adhere to any aspect of this statement of investment policy, including communication and reporting requirements.
- Significant qualitative changes to the investment management organization.

#### **CONTROLS**

The Fund maintains its books and records in conformance with generally accepted accounting principles. The internal controls shall be established by the Treasurer and reviewed by the Pension Board and an independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated

changes in financial markets or imprudent actions by employees and officers of the Pension Board.

**DIVERSIFICATION / STRATEGY**

**Fixed Income:**

The average maturity/duration of the portfolio will be managed based upon the current existing interest rate environment. Under most circumstances the maturity/modified duration of the portfolio will be maintained at approximately 5.0 years and will range from 1.0 years to 7.0 years. The investment manager may change the duration of the portfolio as the market conditions permit.

The allocation guidelines, by asset class, for the fixed income investments are as follows:

	<u>Target Allocation 3</u>	<u>Range of Allocation</u>
Cash, Money Market, IPTIP accounts: 1	0%	0 - 10%
Bank Certificates of Deposit: 2	0%	0 - 10%
U.S. Treasury Securities:	10%	0 - 40%
U.S. Government Agency Securities:	40%	0 - 75%
U.S. Government Agency MBS's:4	0%	0 - 20%
Taxable Municipal Securities:	10%	0 - 30%
Corporate Bonds:	30%	0 - 50%
High-Yield Fixed Income Funds:	0%	0 - 10%
International/Foreign Fixed Income Funds	0%	0 - 10%

**Notes:**

1. Cash will be maintained to manage cash flow of the Fund or as a transition asset.
2. Bank certificates of deposit will only be used if market returns are favorable. They will be used as a substitute for the Treasury and Agency portion of the portfolio.
3. Under normal market conditions the structure of the portfolio will be within these limits; however the portfolio manager may diverge from the above suggestions due to abnormal market conditions.
4. May be individual Mortgage Backed Securities (MBS) or MBS Funds

**Equities:**

Once the fund reaches the equity allocation approved by the Board and permitted by law, normal asset allocation range for equity portfolio allocation weightings should be:

<u>Target Allocation</u>	<u>Range of Allocation</u>
------------------------------	--------------------------------

U.S. Large Company Stocks	55%	15-75%
U.S. Mid-Sized Company Stocks	10%	0-20%
U.S. Small Company Stocks	10%	0-20%
International Stock Funds	15%	0-40%
Alternative Investment Funds*	10%	0-20%

\*Such as, but not limited to: Real Estate Funds, Natural Resources Funds, Infrastructure Funds. All funds used in this space will meet the State Statute guidelines for mutual funds.

Portfolio allocations should be rebalanced at least annually at the end of the fiscal year or when the portfolio allocation to equities rises above the limit established and confirmed at each board meeting.

**LONG-TERM PROJECTED RATES OF RETURN & MONEY WEIGHTED RATE OF RETURN**

The investment manager shall provide the long-term projected rates of return by asset class along with the calculated projected rate of return for the pension fund on an annual basis. Both the gross and real rate of return will be included. This reporting requirement is in accordance with GASB 67. In addition, the money weighted rate of return, net of fees, will also be calculated annually in accordance with GASB 68. These reports will be requested by and returned to the pension fund's auditor as part of the annual pension fund audit.

**COLLATERALIZATION** - It is the policy of the Fund to require that all deposits in excess of FDIC insurable limits (applies to bank Certificates of Deposit) be secured by collateral in order to protect deposits from default.

1. Eligible collateral instruments and collateral ratios (market value divided by deposit) are as follows:
  - a. U.S. Government Securities = 110%
  - b. Obligations of Federal Agencies = 115%
  - c. Obligations of the State of Illinois = 115%
  - d. Local and Municipal Bonds rated "A" or better by Moody's = 115%

The ratio of fair market value of collateral to the amount of funds secured shall be reviewed at least quarterly and additional collateral shall be requested when the ratio declines below the level required.

2. Safekeeping of collateral
  - a) Third party safekeeping is required for all collateral. To accomplish this, the securities can be held at the following locations:

1. A Federal Reserve Bank or branch office.
  2. At another custodial facility - generally in a trust department through book-entry at the Federal Reserve, unless physical securities are involved. If physical securities are involved, at a third party depository in a suitable vault and insured against loss by fire, theft and similar causes.
- b) Safekeeping of collateral shall be documented by a written agreement approved by the Treasurer. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
- c) Substitution or exchange of securities held in safekeeping as collateral may occur without prior written notice to the Treasurer provided that the market value of the replacement securities are equal to or greater than the market value of the securities being replaced. The Treasurer shall be notified in writing within two days of all substitutions.

#### **CUSTODY, REGISTRATION AND SAFEKEEPING OF INVESTMENTS**

1. Third party safekeeping is required for all securities owned by the Fund. To accomplish this, the securities shall be held in a trust department through book-entry at the Depository Trust Company.
2. The Board of Trustees may register the investments of the Fund in the name of the Pension Fund, in the nominee name of a bank or trust company authorized to conduct trust business in Illinois, or in the nominee name of the Illinois Public Treasurer's Investment Pool.
3. Safekeeping shall be documented by an approved written agreement. The agreement may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement. Fees for this service shall be mutually agreed upon by the Pension Board and the safekeeping bank.

#### **ETHICS AND CONFLICTS OF INTEREST**

Any fiduciary with respect to the Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

#### **INDEMNIFICATION**

The Pension Fund may indemnify and protect the trustees, staff and advisors against all damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the

trustees. However, the trustees, staff and advisors shall not be indemnified for willful misconduct and gross negligence.

## **REPORTING AND COMMUNICATION**

### **Reporting**

On a quarterly basis, the Treasurer, Finance Director and /or Investment Manager shall submit to the Pension board an investment report which shall describe the portfolio in terms of investment securities, maturity, cost, transactions and earnings for the current period. The Treasurer or Investment Manager shall also submit a comprehensive annual report on the investment program and activity.

### **Meeting Schedule**

The Board shall schedule periodic meetings for the purposes of portfolio and investment performance review. Special meetings may be called as needed to conduct the business of the pension Board. Investment policies and Fund management guidelines will be reviewed by the Pension Board every year.

### **Audit**

The Fund is subject to periodic examination by the Illinois Department of Insurance.

### **Filing of Policy; Public Availability**

The Board shall file this policy with the Illinois Department of Insurance within thirty (30) days of its adoption. The Board shall make a copy of this Policy available to the public at the main administrative office of the Pension Fund.

## **AMENDMENT**

The Board shall review this Policy periodically to ensure its effectiveness in meeting the Pension Fund's needs for safety, liquidity, rate of return, and diversification, and its general performance. Any changes shall be presented to the Pension Board for its approval. Whenever this policy is amended, the Board shall file a copy of the new policy with the Illinois Department of Insurance within thirty (30) days.

## **CONFLICT**

In the event of any conflict between this Policy and the Illinois Compiled Statutes or case decisions of the State of Illinois, the Statutes and case law decisions shall govern.

## **ADOPTION**

Adopted by the Palos Park Police Pension Fund Board of Trustees, as amended, on this 20<sup>th</sup> day of July, 2020.

Thomas K. Donovan  
President

Mary Ann Brown  
Trustee

[Signature] #1224  
Secretary

[Signature]  
Trustee

Alli  
Treasurer

[Signature]  
Trustee

7/2020



# 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: December 13, 2021

7:30 PM

Kaptur Administrative Center

## **AGENDA MATTER**

Adoption of the 2021 Tax Levy Ordinance.

## **BACKGROUND / HISTORY**

The Tax Levy Ordinance is the Village's legal request to receive property taxes levied on parcels within its corporate boundaries. The current tax levy specifies the type and amount of property taxes the Village intends to receive in property tax revenues from the County's collection of tax payments next year. Concisely, the Village officially requests the tax levy and the County Clerk's Office "extends" it.

For your review, the Tax Levy Ordinance for 2021 is as follows:

<b><i>Village of Palos Park</i></b>	<b>\$ 1,596,519</b>
<b><i>Library</i></b>	<b><u>\$ 519,471</u></b>
<b>TOTAL TAX LEVY FOR 2021</b>	<b><u>\$ 2,115,990</u></b>

According to the Illinois Compiled Statutes' Property Tax Code (35 ILCS 200/18-18-195), non-home rule municipalities, in Cook County, are subject to a property tax cap. The Village is limited to increases of 5% or the Consumer Price Index (CPI), whichever is less. For purposes of this 2021 tax levy, the CPI has already been established at 1.40%. New construction or development is exempt from the tax cap. Over the last five years, the new construction value added to the tax rolls has averaged \$670,753, or approximately 0.30% growth in overall equalized assessed value (EAV).

The tax levy proposed above in the amount of \$2,115,990 represents a proposed increase of 4.90%. The Village typically receives a much lower increase once Cook County determines the final rates by the following summer. Over the last five years, the Village's final extended tax levy has increased on average 3.05% each year. The proposed levy increase of 4.90% is estimated to impact a taxpayer by approximately \$13 for each \$100,000 in market value. For the 2020 tax levy, the Village tax levy makes up less than 7% of the typical taxpayer's overall property tax bill. A similar representation is expected for the 2021 tax levy.

The attached spreadsheet illustrates that even with the proposed 4.95% increase; the levy for *special purpose* taxes does not cover actual expenses incurred. In accordance with past practice, the proposed levy also does not consider an amount to fund Village Police Pension Fund retirement contributions. The contribution budgeted for Fiscal Year 2022 is \$414,000 and is expected to increase for Fiscal Year 2023.

Under the Truth in Taxation Law (35 ILCS 200/18), if the estimated levy does not exceed 105% of last year's final aggregate levy, a formal hearing with published legal notice in the newspaper is unnecessary. Therefore, the Village will not hold a public hearing on the tax levy, as the 4.90% tax increase is below the 105% extension cap.

### **STAFF RECOMMENDATION**

State law dictates the timing and process that must be followed in the levy and collection of property taxes. The tax levy process requires adoption by Council and certification by the Mayor before filing can take place with the County Clerk, in accordance with requirements as outlined in 35 ILCS 200/18. The annual recording of the levy with the County Clerk must occur by the last Tuesday in December. As prepared, staff recommends adoption of the 2021 Tax Levy Ordinance.

### **RECOMMENDED MOTION**

I move to approve ordinance 2021-31, titled "Tax Levy Ordinance Village of Palos Park".

DECEMBER 13, 2021

**TAX LEVY ORDINANCE**

**VILLAGE OF PALOS PARK**

ORDINANCE NO. 2021-31

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022. BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS:

SECTION 1: THAT THE AMOUNT OF **\$2,115,990** HEREINAFTER SET FORTH, OR SO MUCH THEREOF AS MAY BE AUTHORIZED BY LAW, AND THE SAME ARE HEREBY LEVIED UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE MUNICIPALITY AS THAT PROPERTY IS ASSESSED AND EQUALIZED FOR THE CURRENT YEAR, AND FOR SUCH PURPOSES AS: GENERAL CORPORATE, LIABILITY INSURANCE, UNEMPLOYMENT INSURANCE, POLICE PROTECTION, STREET & BRIDGE, SOCIAL SECURITY, IMRF, MUNICIPAL AUDIT, AND LIBRARY FOR THE VILLAGE OF PALOS PARK, PALOS PARK, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022.

SECTION 2: THAT THE AMOUNT LEVIED FOR EACH OBJECT AND PURPOSE IS PLACED IN A SEPARATE COLUMN UNDER THE HEADING "FUNDS TO BE RAISED BY TAX LEVY," WHICH APPEARS OVER SAME BEING AS FOLLOWS, TO-WIT: *(SEE ATTACHED SPREADSHEET)*

SECTION 3: THAT THE VILLAGE CLERK SHALL MAKE AND FILE WITH THE COUNTY CLERK OF SAID COUNTY OF COOK, ON OR BEFORE THE LAST TUESDAY IN DECEMBER, A DULY CERTIFIED COPY OF THIS ORDINANCE.

SECTION 4: THAT IF ANY SECTION, SUBDIVISION, OR SENTENCE OF THIS ORDINANCE SHALL FOR ANY REASON BE HELD INVALID OR UNCONSTITUTIONAL, SUCH DECISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTION OF THIS ORDINANCE.

SECTION 5: THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS ADOPTION, AS PROVIDED BY LAW.

ADOPTED THIS 13<sup>TH</sup> DAY OF DECEMBER 2021. PURSUANT TO A ROLL CALL VOTE BY THE COUNCIL OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> DAY OF DECEMBER, 2021.

---

JOHN F. MAHONEY – MAYOR

ATTEST:

---

MARIE ARRIGONI – VILLAGE CLERK

---

ALLEN L. ALTIC – TREASURER

**CERTIFICATION OF TAX LEVY ORDINANCE**

**VILLAGE OF PALOS PARK**

THE UNDERSIGNED, DULY ADOPTED, QUALIFIED AND ACTING CLERK OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID VILLAGE FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022, AS ADOPTED ON DECEMBER 13, 2021.

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF 35 ILCS 200/18-60. LEVY AND EXTENSION PROCESS AND ON BEHALF OF THE VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE LAST TUESDAY IN DECEMBER 2021.

DATED THIS 13<sup>TH</sup> DAY OF DECEMBER, 2021

---

MARIE ARRIGONI – VILLAGE CLERK

FILED THIS \_\_\_\_\_ DAY OF DECEMBER, 2021

---

KAREN A. YARBROUGH – COUNTY CLERK

**CERTIFICATION OF COMPLIANCE WITH  
TRUTH IN TAXATION LAW**

I, JOHN F. MAHONEY, the duly qualified and acting presiding officer of the VILLAGE OF PALOS PARK, Cook County, Illinois, do hereby certify that the 2021 Tax Levy of said VILLAGE was adopted in full compliance with the provisions of the Truth In Taxation Law, 35 ILCS 200/18-55 et seq.

IN WITNESS WHEREOF, I have placed my official signature this 13<sup>th</sup> day of December, 2021.

---

JOHN F. MAHONEY, Mayor – Presiding  
Officer of the Village of Palos Park

## TAX LEVY FOR 2021

**THE TOTAL PROPERTY TAXES EXTENDED FOR TAX YEAR 2020:**

*(Information received per the Office of the County Clerk's  
Agency Tax Rate Report.)*

Village of Palos Park	\$	1,520,784
Library	\$	496,367
<b>LEVY EXTENSION FOR 2020</b>	<b>\$</b>	<b>2,017,152</b>

*(Amount extended by Cook County Clerk)*

**THE TAX LEVY FOR 2021 FOR THE VILLAGE OF PALOS PARK IS  
AS FOLLOWS:**

Village of Palos Park	\$	1,596,519
Library	\$	519,471
<b>REQUESTED TAX LEVY FOR 2021</b>	<b>\$</b>	<b>2,115,990</b>

***The Village's requested 2021 tax levy (\$2,115,990) represents an increase of 4.90%  
over the total property taxes extended in 2020 (\$2,017,152) or as follows:***

Village of Palos Park	\$	75,735
Library	\$	23,104
<b>INCREASE IN THE TAX LEVY FOR 2021</b>	<b>\$</b>	<b>98,838</b>

**VILLAGE OF PALOS PARK  
TAX LEVY FOR YEAR 2021**

DESCRIPTION	FY2022 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
<b>GENERAL FUND (FUND 01)</b>			
ADMINISTRATION (DEPT 20)	485,419		
PUBLIC AFFAIRS (DEPT 21)	51,111		
BUILDING (DEPT 25)	422,472		
RECREATION (DEPT 26)	238,858		
PUBLIC GROUNDS (DEPT 27)	141,730		
CAPITAL EXPENDITURES (DEPT 28)	74,500		
FINANCE (DEPT 29)	169,387		
FESTIVALS (DEPT 32)	15,900		
VILLAGE PROPERTY (DEPT 30)	5,720		
DEBT OBLIGATIONS (DEPT 31)	2,000		
<b>SUBTOTAL</b>	<b>1,607,097</b>	<b>1,039,820</b>	<b>567,277</b>
<b>SPECIAL LEVIES</b>			
POLICE PROTECTION (DEPT 22)	1,874,444	1,611,381	263,063
POLICE PENSION	414,000	414,000	-
STREET AND BRIDGE	520,214	318,966	201,248
SOCIAL SECURITY / MEDICARE	221,727	(22,763)	244,490
ILLINOIS MUNICIPAL RETIREMENT FUND	203,609	(1)	203,610
MUNICIPAL AUDITING SERVICES	25,355	-	25,355
UNEMPLOYMENT INSURANCE	5,825	4	5,821
IRMA (Worker's Comp, Liab & Bond Insurance)	95,400	9,745	85,655
<b>SUBTOTAL</b>	<b>3,360,574</b>	<b>2,331,332</b>	<b>1,029,242</b>

DESCRIPTION	FY2022 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
<b>GRAND TOTAL</b>	<b>4,967,671</b>	<b>3,371,152</b>	<b>1,596,519</b>
<b>OTHER FUNDS</b>			
SPECIAL EVENTS (FUND 03)	55,000	55,000	-
LAND ACQUISITION AND RECREATION (FUND 10)	44,580	44,580	-
EXACTION FEE (FUND 20)	-	-	-
1/2 % SALES TAX (FUND 23)	622,000	622,000	-
MFT (FUND 24)	537,250	537,250	-
BEAUTIFICATION (FUND 26)	6,700	6,700	-
POLICE ASSET FORFEITURE (FUND 27)	41,000	41,000	-
CAPITAL PROJECTS (FUND 44)	38,000	38,000	-
REFUSE FUND (FUND 50)	460,952	460,952	-
SEWER (FUND 51)	801,472	801,472	-
WATER (FUND 52)	2,528,390	2,528,390	-
COMMUTER LOT (FUND 53)	48,523	48,523	-
MCCORD (FUND 54)	4,430	4,430	-
POLICE PENSION (FUND 84)	310,851	310,851	-
<b>SUBTOTAL:</b>	<b>5,499,148</b>	<b>5,499,148</b>	<b>-</b>
<b>GRAND TOTAL:</b>	<b>10,466,819</b>	<b>8,870,300</b>	<b>1,596,519</b>

**VILLAGE OF PALOS PARK - LIBRARY  
TAX LEVY FOR YEAR 2021**

DESCRIPTION	FY2022 BUDGET	FUNDS TO BE REALIZED FROM OTHER SOURCES	FUNDS TO BE RAISED BY TAX LEVY
<b>GENERAL FUND</b>	<b>\$555,200</b>	<b>\$35,729</b>	<b>\$519,471</b>
<b>SPECIAL LEVIES</b>			
ILLINOIS MUNICIPAL RETIREMENT FUND	\$0.00	\$0.00	\$0.00
SOCIAL SECURITY / MEDICARE	\$0.00	\$0.00	\$0.00
UNEMPLOYMENT INSURANCE	\$0.00	\$0.00	\$0.00
IRMA (Worker's Comp, Liab & Bond Insurance )	\$0.00	\$0.00	\$0.00
AUDITING	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL LIBRARY</b>	<b>\$555,200</b>	<b>\$35,729</b>	<b>\$519,471</b>

<b>GRAND TOTAL LIBRARY</b>	<b>\$ 555,200</b>	<b>\$ 35,729</b>	<b>\$ 519,471</b>
<b>GRAND TOTAL VILLAGE</b>	<b>\$ 10,466,819</b>	<b>\$ 8,870,300</b>	<b>\$ 1,596,519</b>
<b>TOTAL TAX LEVY - COMBINED VILLAGE AND LIBRARY</b>			<b>\$2,115,990</b>

**BUDGET AMOUNTS FOR SPECIAL LEVIES FOR FISCAL YEAR 2022**

DEPT / FUND	IMRF	SOCIAL SECURITY / MEDICARE	UNEMPLOYMENT	POLICE PENSION	AUDITING SERVICES	IRMA	TOTAL	BUDGET FY2022	CORPORATE FUND AMOUNT
20 - Administration	31,591	20,702	850			9,492	62,635	548,054	485,419
21 - Public Affairs						904	904	52,015	51,111
22 - Police	30,406	107,788	2,500	414,000		42,064	596,758	2,471,202	1,874,444
24 - Public Works	30,363	20,540	500			9,944	61,347	581,561	520,214
25 - Building	28,567	17,547	250			4,972	51,336	473,808	422,472
26 - Recreation	16,369	10,357	1,300			7,232	35,258	274,116	238,858
27 - Public Grounds						2,712	2,712	144,442	141,730
28 - Capital Expend							-	74,500	74,500
29 - Finance	11,278	7,136	375		25,355	3,164	47,308	216,695	169,387
50 - Refuse							-	460,952	460,952
51 - Sewer	15,015	10,270	-			6,328	31,613	833,085	801,472
52 - Water	40,020	27,387	50			7,232	74,689	2,603,079	2,528,390
53 - Commuter Lot						1,356	1,356	49,879	48,523
<b>Totals:</b>	<b>203,609</b>	<b>221,727</b>	<b>5,825</b>	<b>414,000</b>	<b>25,355</b>	<b>95,400</b>	<b>965,916</b>	<b>8,783,388</b>	<b>7,817,472</b>

**SPECIAL LEVIES**

Police Protection	1,874,444
Police Pension	414,000
Street and Bridge	520,214
Social Security / Medicare	221,727
IMRF	203,609
Municipal Auditing	25,355
Unemployment Insurance	5,825
IRMA	95,400
<b>SUBTOTAL</b>	<b>3,360,574</b>

**GENERAL FUND**

Administration	485,419
Public Affairs	51,111
Building	422,472
Recreation	238,858
Public Grounds	141,730
Capital Expend	74,500
Finance	169,387
Festivals	15,900 Dept 32
Village Property	5,720 Dept 30 Sluis
Debt Obligations	2,000 Dept 31 Debt
<b>SUBTOTAL</b>	<b>1,607,097</b>



**VILLAGE OF  
PALOS PARK**

**Village Council**

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

Meeting of: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Authorize the issuance of alternate revenue source bonds in the amount of \$3,000,000 for the purpose of providing funding to repair, maintain and improve Village road and roadway drainage systems, and other related capital projects.

**BACKGROUND/HISTORY:**

There is a strong need to repair and improve roadways and related stormwater drainage systems in our community. The current low interest rate environment for debt, coupled with strong revenue sources available to be pledged (pledged revenue) to pay future principal and interest payments in the form of (i) collections from the Village's 3¢ Municipal Motor Fuel Tax and (ii) collections from the Village's ½% Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax has produced a favorable opportunity to issue bonds to pay for this project. The Village's other significant revenue source available for roadway improvements, monthly state motor fuel allotments, are not being pledged for debt service.

The Village's municipal advisor, Speer Financial Inc. (Speer), has estimated that future debt service payments could range between \$189,000 to \$195,000 over the life of the bonds through 2042 (20 years). Annual pledged revenues, as defined above, could exceed any annual debt service payments by more than double (2.22 X). This provides ample cushion to be able to pay for the required debt service payments, but also provides money that could be set aside for future roadway improvement projects or other capital needs in the Village on an annual basis. The included page of charts and graphs depicts these facts.

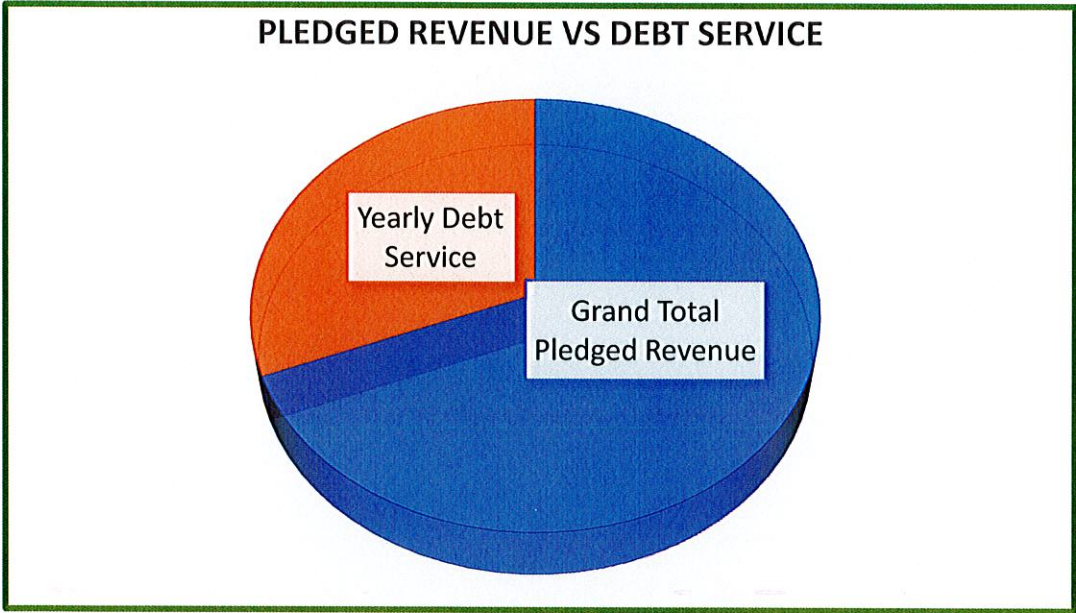
**STAFF RECOMMENDATION:**

Staff recommends that the Council authorize the issuance of alternate revenue source bonds in the amount of \$3,000,000.

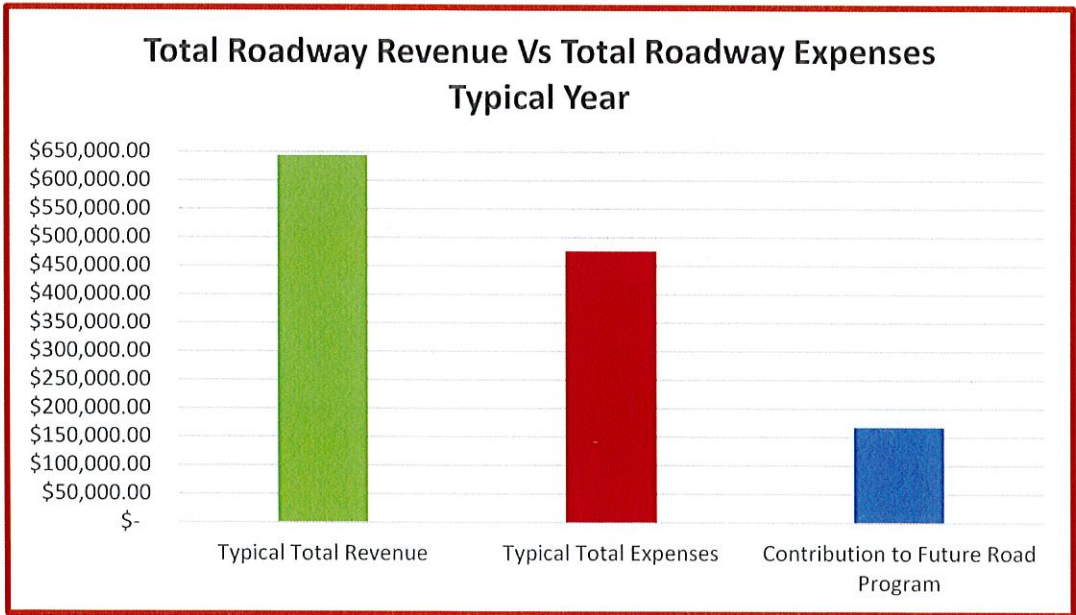
**RECOMMENDED MOTION:**

I move to approve Ordinance 2021-32, titled "An Ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Palos Park, Cook County, Illinois, in an aggregate principal amount not to exceed \$3,000,000 for the purpose of financing the costs of repairing, maintaining and improving Village roads and roadway drainage systems, and other related capital projects."

Non-Home	Local \$0.03	Grand Total	Yearly		
Rule Sales Tax	Gas Tax	Pledged Revenue	Debt Service	Variance	Pledge X
\$ 240,000	\$ 192,000	\$ 432,000	\$ (195,000)	\$ 237,000	2.22



Typical	Typical	Contribution to Future
Total Revenue	Total Expenses	Road Program
\$ 644,037	\$ 476,551	\$ 167,486



ORDINANCE NO. 2021-32

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Palos Park, Cook County, Illinois, in an aggregate principal amount not to exceed \$3,000,000 for the purpose of financing the costs of repairing, maintaining and improving Village roads and roadway drainage systems, and other related capital projects.

WHEREAS, the Village of Palos Park, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Code*"); and

WHEREAS, the Village Council of the Village (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of the Village to repair, maintain and improve Village roads and roadway drainage systems, and other related capital projects (the "*Project*"); and

WHEREAS, the estimated costs of the Project, including legal, financial, bond discount, printing and publication costs, and other expenses, will not exceed \$3,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Corporate Authorities have further determined that it is advisable, necessary and in the best interests of the Village that the Project be undertaken and, in order to finance the costs thereof, it will be necessary for the Village to issue up to \$3,000,000 of alternate revenue bonds (the "*Bonds*"), as authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the principal of and interest on the Bonds will be payable from (i) all collections distributed to the Village from the Municipal Motor Fuel Tax imposed by the Village pursuant to Section 8-11-2.3 of the Illinois Municipal Code, as supplemented and amended from time to time,

and (ii) all collections distributed to the Village from those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax, as supplemented and amended from time to time; and

WHEREAS, if the above-mentioned revenue sources are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds:

NOW, THEREFORE, Be It Ordained by the Village Council of the Village of Palos Park, Cook County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

*Section 2. Determination to Issue Bonds.* It is advisable, necessary and in the best interests of the Village to undertake the Project for the public health, safety and welfare of the residents of the Village, in accordance with the estimate of costs as hereinabove described, and there are hereby authorized to be issued and sold the Bonds in an aggregate principal amount not to exceed \$3,000,000 for the purpose of paying the costs of the Project.

*Section 3. Publication.* This Ordinance, together with a notice in the statutory form (the "Notice"), shall be published once within ten (10) days after passage hereof by the Corporate Authorities in the *Daily Southtown*, the same being a newspaper of general circulation in the Village. If no petition, signed by 283 electors, the same being equal to the greater of (i) 7.5% of the number of registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the issuance of the Bonds be submitted to referendum, is filed with the Village Clerk within thirty (30) days after the date of the publication

of this Ordinance and said notice, then the Bonds shall be authorized to be issued. Petition forms shall be provided to any individual requesting one by the Village Clerk.

*Section 4. Additional Ordinances.* If no petition with respect to any purpose of the Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project or the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds, under applicable law.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 6. Repealer.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED this 13th day of December, 2021, pursuant to a roll call vote as follows:

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

\_\_\_\_\_

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

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

APPROVED by me this 13th day of December, 2021.

\_\_\_\_\_  
Mayor, Village of Palos Park,  
Cook County, Illinois

PUBLISHED in the *Daily Southtown* on December \_\_\_\_, 2021.

RECORDED in the Village Records on December 13, 2021.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Palos Park,  
Cook County, Illinois

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Palos Park, Cook County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the Mayor and Commissioners thereof (the “*Village Council*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Village Council held on the 13th day of December, 2021, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Palos Park, Cook County, Illinois, in an aggregate principal amount not to exceed \$3,000,000 for the purpose of financing the costs of repairing, maintaining and improving Village roads and roadway drainage systems, and other related capital projects.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Council on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the principal office of the Village Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this certificate as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Village Council has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,  
this 13th day of December, 2021.

\_\_\_\_\_  
Village Clerk, Village of Palos Park, Cook  
County, Illinois

[SEAL]

PETITION

To the Village Clerk of the Village of Palos Park, Cook County, Illinois:

We, the undersigned, being registered voters of the Village of Palos Park, Cook County, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Cook, Illinois, and submitted to the electors of said Village at the general primary election to be held on June 28, 2022:

“Shall the Village of Palos Park, Cook County, Illinois, repair, maintain and improve Village roads and roadway drainage systems, and other related capital projects, and issue its general obligation alternate revenue bonds to the amount not to exceed \$3,000,000 (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from (i) all collections distributed to the Village from the Municipal Motor Fuel Tax imposed by the Village pursuant to Section 8-11-2.3 of the Illinois Municipal Code, as supplemented and amended from time to time, and (ii) all collections distributed to the Village from those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax, as supplemented and amended from time to time) for the purpose of paying the costs thereof?”

SIGNATURE	ADDRESS
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois
_____	_____, Palos Park, Cook County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City, Village or Town), \_\_\_\_\_ County, \_\_\_\_\_ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Illinois Notary Public

My commission expires \_\_\_\_\_

(NOTARY SEAL)



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: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Cable Television Franchise Agreement between the Village of Palos Park and Comcast of Illinois

**BACKGROUND/HISTORY:**

The Village has been looking at avenues to increase its residents' access to better data and video services since the spring of 2021. Leading this effort have been Mayor Mahoney and Commissioner Polk. As part of the process the Village met with representatives from service providers WOW (now RCN) and Comcast (which serves a small portion of the community). During meetings with Comcast representatives, the Village was informed of the company's interest in offering a competitive system to the current community wide provider WOW/RCN. This system overlay (competitive system) has been a goal of the Village for several years.

Through a Franchise Agreement, Comcast will build a hybrid fiber-coax network within Palos Park that will be capable of serving all residential units in place, east of Bell Road, as of the effective date of agreement. Other agreement highlights include:

- Connection to the Comcast system is at residents' choice, and they may sign on to service(s) at any time of their choosing once the network is completed.
- The buildout of the new network will be completed within 24 months of the effective date of the franchise agreement.
- Comcast will bear all costs associated with this network build and all future maintenance.
- All residential units in place as of the effective date of the franchise agreement will, upon subscribing to Comcast services, be connected to those services under 'standard installation'; in other words, there will be no extra charges should the residential unit connection point be further than the standard 125' service drop.
- The network build will follow the path taken by existing utilities, if utilities in the area are overhead, Comcast build will be overhead, if underground, then system will be constructed underground.
- Once constructed, Comcast network will be capable of providing Comcast full suite of residential and Comcast Business products and services. Residential services to include high-speed internet, broadband, cable television entertainment, home security and automation. These service options will be the same throughout the community once the network is constructed.

- The franchise agreement is non-exclusive, meaning any other carrier, could also seek a franchise agreement with the Village.
- The term of the agreement will be for ten (10) years.

**RECOMMENDATION:**

The recommendation is for the Council to approve the Resolution Authorizing the Franchise Agreement with Comcast of Illinois.

**RECOMMENDED MOTION:**

**I Move to Pass Resolution 2021-R-13 entitled “A Resolution Authorizing a Cable Television Franchise Agreement By and Between the Village of Palos Park and Comcast of Illinois, XIII, L.P.”.**

**RESOLUTION NO. 2021-R-13**

**A RESOLUTION AUTHORIZING A CABLE FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF PALOS PARK AND COMCAST OF ILLINOIS XIII, L.P.**

**WHEREAS**, the Village of Palos Park is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, The Corporate Authorities of the Village of Palos Park, Illinois have determined that it is in the best interests of said Village to enter into a cable television franchise agreement with Comcast of Illinois, XIII, L.P.;

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

**SECTION 1.** That the Cable Television Franchise Agreement By and Between the Village of Palos Park and Comcast of Illinois, XIII, L.P. (the "Agreement") attached hereto as Exhibit 1, and made part hereof, is hereby approved, and the Mayor and Village Clerk are hereby authorized and directed to execute said Agreement on behalf of the Village, as well as to execute any and all other documents necessary to carry out the terms of said Agreement.

**SECTION 2.** All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION 3.** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** on this 13<sup>th</sup> day of December, 2021 pursuant to roll call vote as follows:

**AYES: -0-**

**NAYS: -0-**

**ABSENT: -0-**

**APPROVED** by me this 13<sup>th</sup> day of December, 2021.

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

ATTEST:

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

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
VILLAGE OF PALOS PARK, ILLINOIS  
And  
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (the "Agreement" or "Franchise Agreement") is made between the Village of Palos Park, Illinois (the "Village") and Comcast of Illinois XIII, L.P. (the "Grantee") this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier

which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, which is defined in map Appendix A attached to this agreement, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XIII, L.P.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the

case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of the Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean pursuant and in addition to the definition of “right-of-way” and “rights-of-way” in Section 1030.02(aaa) of the Palos Park Village Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Palos Park, Illinois or the lawful successor, transferee, designee, or assignee thereof.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Resolution No. 2021-13 approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors,

ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law notify the Grantee, or require the Grantee to be notified, within thirty (30) days of receipt of such an application, and include a copy of such application.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 1030, entitled "Construction of Utility Facilities in the Rights-of-Way" of the Palos Park Village Code as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal

utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

## **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Agreement as set forth below.

4.2. Service Area Expansion Commitment. Within twenty-four (24) months of the Effective Date of this Agreement, Grantee shall expand its service area within the Village to serve every residential dwelling unit in place within the Franchise Area, East of Bell Road, as of the effective date of the Franchise Agreement. Subscriber installations within the Franchise Area, East of Bell Road, to all residential units in existence as of the effective date of the Franchise Agreement, shall be considered a Standard Installation. Furthermore, Grantee acknowledges there is no obligation for Village residents, within the Franchise Area, East of Bell Road, to sign

up for Cable Service with Grantee within the twenty-four (24) month period. In the event that a resident residing within the Franchise Area, East of Bell Road, that occupies a residential unit in existence as of the effective date of the Franchise Agreement, signs up for service, either during or after the twenty-four (24) month period, the installation shall be considered a Standard Installation.

4.3. General Service Obligation. The Grantee shall make Cable Service available beyond the Franchise Service Area, East of Bell Road, to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.3.1 The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.4. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.5. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.6. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.7. Service to School Buildings and Governmental Facilities:

4.7.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the Village may unilaterally amend Attachment A to add or remove locations, provided any additional locations are “eligible” under 220 ILCS. 5/22 501 (f). The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.7.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.8. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.9. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Section 868.02 of the Palos Park Village Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time

due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code (65 ILCS 5/11-42-11); provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any

information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation is defined in Section 7.2. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 1030.08 of the Palos Park Village Code, as amended.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

### **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Village utilizes no PEG Channel. The Grantee shall provide the Village with one (1) PEG Channel upon one hundred eighty (180) days prior written request of the Village. The Village will hold off on requesting a PEG Channel until the network build-out is completed no later than twenty-four months after the effective date of this franchise agreement. The Grantee agrees to submit a cost estimate to activate the PEG Access Channel within ninety (90) days after the Village's request. The Village may accept or decline Grantee's cost estimate in

the Village's sole discretion. After an agreement to reimburse the Grantee the costs of activating the PEG Access Channel, the Grantee shall proceed to activate the PEG Access Channel within the number of days set forth above. If no agreement is reached between Grantee and Village, Grantee is not obligated to activate the PEG Access Channel. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Access Channel shall be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program the PEG Access Channel, the Grantee may utilize the PEG Access Channel for its own purposes. Grantee may program unused time on the PEG Access Channel subject to reclamation by the Village upon no less than sixty (60) days' notice. If within sixty (60) days of receiving such notice from Grantee, the Village neither (i) objects to Grantee's finding in writing, or (ii) causes or permits the elimination of unused time, Grantee may program unused time on the PEG channel subject to reclamation of the Village. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.3. Rules and Procedures for Use of PEG Access Channel. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of PEG Access Channel and to promote the use and viewership of the PEG Channel in accordance with 47 U.S.C. § 531(d).

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Access Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Allocation and Use of PEG Channel.

8.5.1. By Village. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the Village and/or its designee, and the Village may at any time allocate or reallocate the usage of the PEG Access Channel among and between different uses and users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Access Channel except to the extent permitted in 47 U.S.C. § 531(e).

8.5.2. By Grantee. The Village shall adopt rules and procedures under which the Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its intended purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

#### 8.6. Origination Point.

8.6.1. Initial Establishment. In order for the Village to operate the PEG Access Channel as provided in Section 8.1 of this Agreement, the Village will establish an origination point at Village Hall, and the Grantee will construct a connection from said origination point to the Grantee's Cable System that will allow the Village to operate the PEG Access Channel from the origination point. The Village or its designee shall be responsible for playback of the Village's PEG Access Programming. The Village shall be responsible for the costs to acquire and install the origination point and connection to the Cable System; provided the connection shall be owned and maintained by the Grantee. Grantee agrees to submit a cost estimate to implement the Village's origination point within a reasonable period of time following the Village's request to operate the PEG Access Channel as provided for in Section 8.1 above. After an agreement to reimburse Grantee for its expenditure, Grantee will implement any necessary system changes within a reasonable period of time as agreed by the parties. The parties agree the proceeds of the PEG Capital Fee as set forth in Section 8.6 may be used by the Village to pay those expenses.

8.6.2. Future Origination Points. At such time that the Village determines that it wants the capacity to allow Subscribers in the Village to receive Public, Educational and/or Governmental Access Programming (video and character generated) which may originate from schools, Village facilities and/or other government facilities (other than the signal point of origination discussed in Paragraph 8.5.1 of this Agreement); or at such time that the Village determines that it wants to establish or change a location from which Public, Educational and/or Governmental Access Programming is originated; or in the event the Village wants to upgrade the connection to Grantee's from an existing signal point of origination, the Village will give Grantee written notice detailing the point of origination and the capability sought by the Village. Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time, but not longer than ninety (90) days. After an agreement to reimburse Grantee for its expenditure, Grantee will implement any necessary system changes within a reasonable period of time, but not longer than one hundred twenty (120) days unless agreed to by the parties.

8.7. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital project to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The capital

payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the Village's written request. On an annual basis, the Village shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 868.02 of the Palos Park Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 1030 of the Palos Park Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Palos Park  
8999 West 123<sup>rd</sup> Street  
Palos Park, Illinois 60464  
ATTN: Village Manager

To the Grantee:

Comcast of Illinois XIII, L.P.  
7720 W. 98<sup>th</sup> Street  
Hickory Hills, Illinois 60457  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of Palos Park, Illinois:**

**For Comcast of Illinois XIII, L.P.:**

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

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

Name: John Mahoney

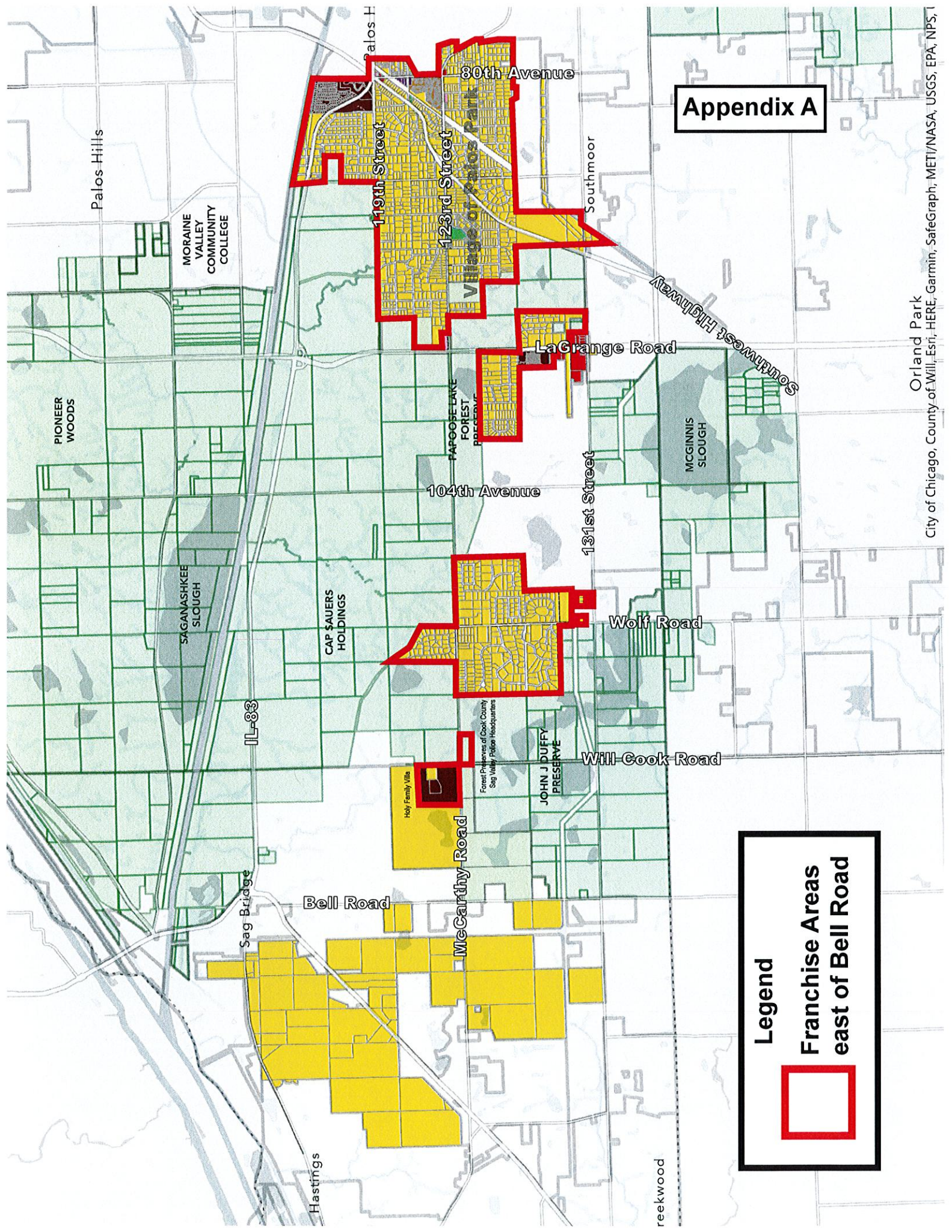
Name: John Crowley

Title: Mayor

Title: Regional Senior Vice President

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

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



**Appendix A**

**Legend**

**Franchise Areas east of Bell Road**



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: December 13, 2021

7:30 PM

Kaptur Administrative Center

**AGENDA MATTER:**

Consideration of An Ordinance Amending Part Six, Chapter 698 and Part Eight, Title Two, Chapter 804 and 808 of the Palos Park Village Code in Regard to Video Gaming

**BACKGROUND/HISTORY:**

The matter of allowing video gaming was discussed at the Village Council's October 28, 2021, November 8, 2021, and November 22, 2021 meetings. Based on discussions at those meetings the draft Ordinance was modified to clarify issues raised by the Commissioners. Language regarding signage and/or video gaming terminals being seen from the outside of the establishment was addressed, as was the gaming room or area where the video gaming terminals could be located. At the end of the last Council meeting on November 22<sup>nd</sup>, the Council requested input from Palos Park business owners who have shown interest in video gaming in their establishments.

The draft ordinance was created after several businesses, who hold Village liquor licenses, inquired over the past several years about being allowed to be licensed to have video gaming terminals on their premises.

The current Village Code, Chapter 698, prohibits video gaming. The Village Council adopted Ordinance 2010-01 on January 11, 2010, to ban video gaming in Palos Park. The Illinois Gaming Act as found in 230 ILCS 40/1 enacted as Public Act 96-34 on July 13, 2009, allows for video gaming in the State of Illinois. In 2010 many of the communities surrounding Palos Park 'opted-out' of video gaming by passing ordinances like the one adopted by the Palos Park Village Council. Today, only the neighboring community of Palos Heights still prohibits video gaming.

The draft ordinance before the Village Council would repeal Chapter 698 of the Village Code and add new sections to Chapters 804, and 808. The ordinance, if approved, would create the ability for Palos Park class A-consumption on the premises (5 licenses) and class G-consumption on the premises of a golf course (1 license) liquor license holders the ability to apply for a video gaming license. Each qualified applicant could apply to the Village Council for approval to create a video gaming license. At adoption each category of video gaming license would be zero (0).

The draft ordinance would:

- Prohibit video gaming cafes where more than 49% of the revenues would be from video gaming.
- Allow for the play of video games only during permitted hours of liquor sales.
- Video gaming terminals to be located in a separate enclosed room or area and restricted to persons 21 years of age and older.
- Allow for the total number of video gaming terminals per establishment at six (6).
- Prohibit video gaming signage to be seen from the exterior of any establishment.
- Require video surveillance of the video gaming terminal area with a minimum of thirty (30) days of video recording storage.
- Each approved establishment will be required to have a direct connect burglar alarm system to the Village's Police Department.
- Annually assess \$25 per video terminal operated in the Village of Palos Park in addition to the annual cost of a liquor license and other licenses.

Staff reviewed data from the Illinois Department of Revenue for the municipal share of video gaming monies for the communities of Alsip, Crestwood, Lemont, Oak Forest, Orland Park, Palos Hills, Willow Springs and Worth for the period of January 2019 – August 2021. The average annual municipal distribution per establishment in these eight (8) communities is \$16,893. The average number of video gaming establishments per community is 23.63.

**RECOMMENDED MOTION:**

**I Move to Approve Ordinance 2021-29 “An Ordinance Amending Part Six, Chapter 698 and Part Eight, Title Two, Chapter 804 and 808 of the Palos Park Village Code in Regard to Video Gaming”**

**ORDINANCE NO. 2021-29**

**AN ORDINANCE AMENDING PART SIX, CHAPTER 698 AND  
PART EIGHT, TITLE TWO, CHAPTERS 804 AND 808 OF THE  
PALOS PARK VILLAGE CODE IN REGARD TO VIDEO GAMING**

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

**SECTION 1:** That Part Six, Chapter 698 of the Palos Park Village Code is hereby repealed in its entirety.

**SECTION 2:** That Part Eight, Title Two, Chapter 804 of the Palos Park Village Code is hereby amended to add a new Section 804.22 thereto, which shall read in its entirety as follows:

**“804.22 VIDEO GAMING TERMINAL LICENSING**

(a) Video Gaming, as provided for by the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, and defined in Section 808.01(d) of this Code, is prohibited in the Village, except as expressly authorized pursuant to Chapter 808 of this Code. Video Gaming is prohibited in licensed truck stop establishments, as defined by the Illinois Video Gaming Act. Video Gaming Cafés, as defined in Section 808.01(f) of this Code, shall not be qualified to obtain any existing classification of Village liquor license, and no such liquor license, allowing Video Gaming Cafés, shall be created, maintained or authorized by Chapter 808 of this Code.

(b) Any establishment operating pursuant to a liquor license which allows for and authorizes Video Gaming Terminals, as defined in Section 808.01(e) of this Code, on the licensed premises must pay, in addition to the applicable liquor license fee, an annual fee to the Village in the amount of \$25.00 per Video Gaming Terminal operated in the establishment. Failure to pay said fee will result in the suspension of any Village licenses issued to said establishment, as well as fines as provided for by Section 202.99 of this Code. For purposes of this subsection, the annual Video Gaming Terminal license year shall be from January 1st through December 31<sup>st</sup>. There shall be no proration of the license fee in regard to a Video Gaming Terminal license issued after January 1st.”

**SECTION 3:** That Part Eight, Chapter 808, Section 808.01 of the Palos Park Village Code is hereby amended to add new subsections (c), (d), (e) and (f), which shall read in their entirety as follows:

“(c) **Illinois Video Gaming Act.** 230 ILCS 40/1 *et seq.*

(d) **Video Gaming**. The activity authorized by the Illinois Video Gaming Act, involving the use of a Video Gaming Terminal.

(e) **Video Gaming Terminals**. Any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up and blackjack, as authorized by the Illinois Gaming Board pursuant to the Illinois Video Gaming Act, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens, or is for amusement purposes only.

(f) **Video Gaming Café**. An establishment whose primary or major focus is Video Gaming, as provided for pursuant to the Illinois Video Gaming Act, and the service of alcohol and food is incidental to the operation of Video Gaming. Any establishment that receives more than forty-nine percent (49%) of its gross revenue from the operation of Video Gaming Terminals shall be classified as a Video Gaming Café.”

**SECTION 4:** That Part Eight, Title Two, Chapter 808, Section 808.06 of the Palos Park

Village Code is hereby amended by adding the following to the list of liquor license categories contained therein:

(a-vg) Consumption on the premises, regular hours. The operation of Video Gaming Terminals on the licensed premises shall be allowed, so long as Video Gaming is not prohibited within the Village, provided the establishment has been issued a Video Gaming license by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act, and further provided the establishment shall comply with all the provisions of Chapter 808 of the Village Code, the Illinois Video Gaming Act and all rules, regulations and restrictions imposed by the Illinois Gaming Board	\$3,000 per year	\$2,250 per year
(g-vg) Consumption on the premises of a golf course(s), including any concession stand, beverage cart, restaurant or banquet facility associated with said golf course(s). The operation of Video Gaming Terminals on the licensed premises shall be allowed, so long as Video Gaming is not prohibited within the Village, provided the establishment has been issued a Video Gaming license by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act, and further provided the establishment shall comply with all the provisions of Chapter 808 of the Village Code, the Illinois Video Gaming Act and all rules, regulations and restrictions imposed by the Illinois Gaming Board	\$3,000 per year	\$2,250 per year

**SECTION 5:** That Part Eight, Title Two, Chapter 808, Section 808.19(a) of the Palos Park Village Code is amended by replacing the first paragraph thereof with the following:

“(a) No person licensed under this chapter as a retailer with a Class A, A-VG, C, D or E license shall sell, permit to be sold or give away any alcoholic liquor between the hours of 2:00 a.m. and 9:00 a.m. Monday through Friday; between the hours of 2:00 a.m. and 9:00 a.m. on Saturdays; and between the hours of 2:00 a.m. and 12:00 noon on Sunday. However, only on January 1 of each year, the hours shall be between 3:00 a.m. and 9:00 a.m., unless this date falls on a Sunday, in which case no sale shall be made between the hours of 2:00 a.m. and 12:00 noon.”

**SECTION 6:** That Part Eight, Title Two, Chapter 808, Section 808.19(a) of the Palos Park Village Code is amended by adding the following to the end of the third paragraph thereof:

“and the Class G-VG licensee.”

**SECTION 7:** That Part Eight, Title Two, Chapter 808, Section 808.23(a) of the Palos Park Village Code is hereby amended to add the following to the list of authorized liquor licenses contained therein:

“Class A-VG Zero Licenses  
Class G-VG Zero Licenses”

**SECTION 8:** That Part Eight, Title Two, Chapter 808 of the Palos Park Village Code is hereby amended by adding a new Section 808.30 thereto, which shall read in its entirety as follows:

**808.30 CLASS A-VG AND G-VG VIDEO GAMING LIQUOR LICENSE REQUIREMENTS**

- (a) The following restrictions apply to all liquor licenses which allow for and authorize the operation of Video Gaming Terminals upon the licensed premises:
- (1) The operation of Video Gaming Terminals shall not be permitted during the hours alcoholic liquor sales are prohibited, as provided in Section 808.19 of this Code.
  - (2) As required by the Illinois Video Gaming Act, Video Gaming is prohibited in any establishment located within 100 feet of any school (as defined in the Illinois Video Gaming Act) or place of worship.
  - (3) As required by the Illinois Video Gaming Act, Video Gaming shall be located in a separate enclosed room or area that is restricted to persons 21 years of age or older.

- (4) As required by the Illinois Video Gaming Act, the total number of Video Gaming Terminals located in the establishment shall not exceed six (6).
- (5) The establishment shall comply with all of the Village's sign regulations. No signs advertising video gaming shall be located on the exterior of the premises, and no signs advertising video gaming located inside the premises shall be visible from the exterior of the establishment. No Video Gaming Terminals shall be visible from the exterior of the establishment.
- (6) The establishment shall be required to install, operate and maintain a video camera surveillance system capable of recording clear and unobstructed photographic representations of the segregated area of the establishment where the Video Gaming Terminals are located, and shall retain the video recordings produced therefrom for a minimum of thirty (30) days. Said video recordings shall be subject to inspections by the Village's Police Department upon request therefor.
- (7) The establishment shall be equipped with a direct connect burglar alarm system to the Village's Police Department, or to such other location as directed by the Village's Police Department, to address instances of unpermitted entry into the establishment.
- (8) The percentage of income received from Video Gaming shall not exceed forty-nine percent (49%) of the establishment's gross revenue. The liquor licensee shall be prepared to establish that the liquor licensee has met the forty-nine percent (49%) standard upon the request of the Village and this determination shall be based upon, but not be limited to, audited financial statements, corporate financial reports, tax return information, State liquor license reports, or any other form of documentation/information deemed acceptable by the Village. At the Village's discretion, each liquor licensee shall be subject to an annual audit to verify compliance with this subsection.
- (9) All Video Gaming Terminals shall be located in a separate enclosed room or area within the establishment which shall be accessible only to persons 21 years of age and older. The separate enclosed room or area shall be constructed of solid walls, floor to ceiling, and may have openings for doors and/or windows. Any solid door into the gaming room or area shall be transparent so as to allow visibility into the gaming room or area itself, and any windows shall be located at least sixty inches (60") from the ground. No Video Gaming Terminals shall be visible from the exterior of the premises, and no video displays of any Video Gaming Terminals shall be directly visible from the exterior of the gaming room or area. Applicants shall submit a site plan clearly indicating the proposed location of all Video Gaming Terminals, which shall be approved by the Village Manager or designee. The entrance to the separate enclosed room or area containing the Video Gaming Terminals shall be visible to an employee of the liquor licensee, who is 21 years of age or older, at all times. There shall be no flashing, strobe, or other oscillating lights drawing attention to the gaming area.
- (10) The liquor licensee applicant/business establishment must be in good standing with the Village prior to its application for a liquor license which allows for the operation of Video Gaming Terminals on the licensed premises. To be in "in good standing":

- a. the liquor license applicant shall owe no sums of money to the Village at the time of submitting an application for a liquor license which allows for the operation of Video Gaming Terminals on the licensed premises;
- b. the liquor license applicant shall have had no violations causing a suspension of its liquor or business license in the twelve (12) months prior to submitting an application for a liquor license which allows for the operation of Video Gaming on the licensed premises; and
- c. the liquor license applicant shall be in compliance with all dram shop and Video Gaming laws, rules and regulations of the Village and the State of Illinois;

(b) Video Gaming Cafés are expressly prohibited in the Village, and no liquor license shall be created, maintained or authorized for a Video Gaming Café.”

**SECTION 9:** 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 13<sup>th</sup> day of December, 2021 pursuant to a roll call vote as follows:

**AYES:** -0-

**NAYS:** -0-

**ABSENT:** -0-

**APPROVED** by me this 13<sup>th</sup> day of December, 2021.

---

MAYOR

**ATTEST:**

---

VILLAGE CLERK