



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 3/25/2022

Monday, March 28, 2022

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 March 14, 2022
- 5) **RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS**
 - A. To recognize Bob Kotsianis in his dedication, commitment, excellence, and professionalism as a Police Detective and DEA Task Force Officer
 - B. To proclaim Sunday, May 1, 2022 Arbor Day in the Village of Palos Park
- 6) **HEARINGS**
- 7) **CONSENT AGENDA**

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

 - A. To approve the Village's Application for the State of Illinois Special Event Retailer's Liquor License (\$25.00) and IRMA Special Events Liquor Liability (\$300.00) for *Autumn in the Park* to be held on Friday, September 16, 2022 and Saturday, September 17, 2022
 - B. To approve payment of invoices on the Warrant List dated March 28, 2022 in the amount of \$125,138.46
- 8) **OLD BUSINESS**
- 9) **BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS**

10) INFORMATION & UPDATES

A. Public Works and Streets, Recreation Report

1. To waive the bidding process and to approve the proposal from Dykstra Heating and Cooling in the amount of \$34,101.00 to replace the two boilers at the Kaptur Center
2. To waive the bidding process and approve the proposals from Flow-Technics and Martin Mechanical in the amount of \$109,637.64 to purchase and install a new equipment for the Partridge Lane Sanitary Lift Station
3. To approve the new IGA with IDOT to cover the cost of electricity and maintenance for the intersections of St. Moritz at 119th Street, and LaGrange Road at 131st Street

B. Building and Public Property Report

1. Building Department Report
2. To approve Ordinance 2022-09 – An Ordinance Approving a Plat of Consolidation (Hameed – 7919 W. McCarthy, Palos Park, Illinois). The Ordinance states the Village has received an application for the consolidation of 7919 W. McCarthy from Tariq Hameed and Sarwat Shaheen, the owners of the property. The subject property consists of three (3) parcels of land containing a total of 84,344 square feet. The owner would like to consolidate the three (3) parcels into one lot so that a building permit can be issued for the development of a new single-family home
3. To Approve Ordinance 2022-11 An Ordinance Extending The Time Period For Compliance With Section 1264.09(A) Of The Palos Park Village Code By Six (6) Months, With Respect To The Corner Yard Setback And Rear Yard Setback Variations Approved Pursuant To Ordinance No. 2021-11, Adopted April 26, 2021, Entitled “An Ordinance Approving Corner Side Yard Setback And Rear Yard Setback Variations (12100 86th Avenue). The Ordinance states that the owner filed a timely request for a six (6) month extension with respect to the Corner Yard Setback and Rear Yard Setback Variations to construct an attached garage addition.

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

1. To approve Ordinance 2022-10 – An Ordinance providing for the issuance of \$3,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois, for the purpose of constructing public improvements within the Village, providing for the alternate revenue source and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. The Ordinance states that the Council authorizes the issuance of alternate revenue source bonds in the amount of \$3,000,000.00 for the purpose of providing funding to repair, maintain and improve Village Road and roadway drainage systems, and other related capital projects

E. Mayor’s Report

F. Clerk's Report

G. Manager's Report

1. To approve the contract from Big Tent Events of Carol Stream, IL in the amount of \$17,848.50 to provide tents, flooring, lights, and staging at the 2022 Autumn In The Park Festival

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

**MINUTES OF THE BOARD OF COMMISSIONERS'
REGULAR MEETING
HELD ON MARCH 14, 2022**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, March 14, 2022. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners, Milovich-Walters, Polk, and Mayor Mahoney. Commissioner Reed was absent.

Also in attendance were Marie Arrigoni, Village Clerk; Rick Boehm, Village Manager; Howard Jablecki, Village Attorney; Michael Sibrava, Public Works Director; Mark Herman, Community Development Director; Allen Altic, Finance Director; Kathie May, Community Development Coordinator; and Lisa Boyle, Deputy Clerk.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON February 14, 2022: Commissioner Polk moved, seconded by Commissioner Milovich-Walters, to approve the minutes of the Regular Council Meeting held on February 14, 2022, as presented.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS: None

HEARINGS:

PUBLIC HEARING ON PROPOSAL TO SELL ALTERNATE BONDS: At 7:33 p.m. Mayor Mahoney called a public hearing to order to provide interested parties an opportunity to express their view on the proposal to sell alternate bonds in the amount of not to exceed \$3,000,000 for the purpose of repairing, maintaining, and improving Village roads and roadway drainage systems, and other related capital projects. No public comment was made. Commissioner Milovich-Walters moved, seconded by Commissioner Polk to close the public hearing portion of the Village Council meeting at 7:34 p.m.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

CONSENT AGENDA

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

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

- A. To adopt Ordinance 2022-07 - An Ordinance Amending Part Ten, Title Four, Chapter 1049, Section 1049.01 of the Palos Park Village Code in regard to Waste Collection Charges. The ordinance establishes the rate charged for single-family residential waste collection through March 31, 2023

B. To ratify payment of invoices on the Warrant List dated February 28, 2022 in the amount of \$64,297.43

C. To approve payment of invoices on the Warrant List dated March 14, 2022 in the amount of \$79,165.98

D. To approve the Supplemental Warrant List dated March 14, 2022 for manual checks, payroll, and recurring wire transfers in the amount of \$368,865.70

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS:

FRONT YARD SETBACK VARIATION (12100 SOUTH 88TH AVE): Mayor Mahoney presented Ordinance 2022-08 An Ordinance Approving a Front Yard Setback Variation (21200 South 88th Avenue). The Zoning Board of Appeals met on Wednesday, March 9, 2022 to consider the variance request. The vote was five (5) yes, zero (0) no, with two (2) absent to recommend the Village Council approve the variance request for a 13.395-foot variation from the 76.395-foot minimum front yard setback relative to the construction of a new single-family residence.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to approve Ordinance 2022-08 An Ordinance Approving a Front Yard Setback Variation to permit construction of a new single-family dwelling at the property commonly known as 12100 South 88th Avenue.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

INFORMATION & UPDATES:

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

FORD UTILITY INTERCEPTOR PURCHASE: Commissioner Milovich-Walters presented a proposal to purchase a Ford Utility Interceptor from the Suburban Purchasing Cooperative at a cost of \$35,376.00. The vehicle has been budgeted out of the General Fund.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to purchase a Ford Utility Interceptor from the Suburban Purchasing Cooperative at a cost of \$35,376.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

NEW LARGE FORMAT PRINTER: Commissioner Milovich-Walters presented a proposal from Clifford-Wald in the amount of \$16,295.00 to purchase a new large format printer. The current printer is over ten (10) years old and is now becoming obsolete as parts are no longer available for any needed repairs. PW has put \$25,000.00 in the 2022 budget to cover the cost of a new machine.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to approve the proposal from Clifford-Wald for a new large format printer.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

CHIPPER SERVICE: Commissioner Milovich-Walters informed residents that the first Chipper Service of the year starts Monday, April 11th. The list of dates for the entire season are on the Village website. Sign up to receive Wood Chips during the Fall by calling 708-671-3721.

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

PERMITS: On behalf of Commissioner Reed, Mayor Mahoney informed residents that per Village Code all work being done within the Village of Palos Park requires a permit. The permit shall be visible on site at all times. The permit is good for one (1) year from date of issue. A property owner is allowed to pull a permit and act as a general contractor for work performed on their home provided that all work is compliant with Village Codes, ordinances, and regulations, including registering of any sub-contractors used on the project. All inspections require a 24-hour notice before inspections are needed. All construction fences and silt fences must be maintained and in place during construction.

BUILDING DEPARTMENT REPORT: Mayor Mahoney presented on behalf of Commissioner Reed. Mayor Mahoney reported that the Building Department processed fourteen (14) permits from February 8, 2022 – March 8, 2022, resulting in \$10,299.40 in permit fees. Fourteen (14) inspections were completed during this time period. Fiscal year to date amount in permit fees is 217,717.77.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 3618 calls for service from February 14, 2022, through March 13, 2022. Palos Park Police also issued 20 adjudication tickets, 16 traffic tickets, 14 written warnings, 12 verbal warnings, completed 45 case reports, 12 accident reports, 1 arrested adult, 0 juvenile, 1 impounds, 14 senior checks, 26 citizen assists.

LOCK YOUR VEHICLES: Commissioner Polk reminded residents to lock their cars and not to leave valuables in plain view.

ID BRACELETS: Commissioner Polk reminded residents about the MyID medical ID bracelets program that could save a life. MyID medical bracelets allows First Responders to access your medical profile in five seconds or less. MyID medical bracelets allows First Responders to access your medical profile in five seconds or less. The information provided by you can be retrieved by scanning a QR Code, a phone call or by using the internet. For more information or assistance, contact PPPD at 708-671-3770 or reach out to Sgt Hughes or Ofc. Scaccia at chughes@palospark.org – dscaccia@palospark.org

COFFEE WITH A COP: The first 2022 Coffee with a Cop will be Wednesday, March 30th at 11:00 a.m. and will feature special guest, Mayor Mahoney. Stop by to engage in conversation and open communication.

COMMISSIONER OF ACCOUNTS AND FINANCES: None

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

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

MANAGER'S REPORT:

SOUND INCORPORATED PROPOSAL: Manager Boehm presented a proposal from Sound Incorporated for updated audio, video monitoring, and streaming equipment for the Council Room for a cost of \$38,460.00 with \$30,000.00 expended from the FY22 budget and \$8,460.00 from the proposed FY23 budget. The equipment in the Council Room is over 20 years old and has either stopped working or has become obsolete. The proposal from Sound Incorporated would include a new audio system, 86" video wall monitor with wireless gateway for presentations and web conferencing, streaming capabilities directly to YouTube and a telephone dialer for remote attendance. Mike Foehring, the representative from Sound Incorporated was in attendance to answer any questions.

Commissioner Milovich-Walters moved, seconded by Commissioner Polk to approve the proposal from Sound Incorporated for updated audio, video monitoring and streaming equipment for the Council Room for a cost of \$38,460.00 with \$30,000.00 expended form the FY22 budget and \$8,460.00 from the proposed FY23 budget.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

CITIZENS AND VISITORS COMMENT PERIOD: None

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Reed moved, seconded by Commissioner Milovich-Walters, to adjourn the meeting at 8:00 p.m.

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

AYES: -3- Commissioners Milovich-Walters, Polk, and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner Reed

Respectfully submitted,

Lisa M. Boyle, Deputy Village Clerk

RECOGNITION OF OFFICER KOTSIANIS—MARCH 28, 2022

The Palos Park Police Department would like to recognize the service of veteran Palos Park Officer Bob Kotsianis. Officer Kotsianis has proudly and faithfully served the Palos Park Police Department for 18 years, 12 of which were in specialized investigative assignments. These specialized investigative assignments included seven years as a Drug Enforcement Administration Task Force officer. Bob served as part of a team that investigated high level domestic and international narcotics traffickers providing exclusive enforcement of federal drug laws. Bob's career has also involved serving as a supervisor with The South Suburban Major Crimes Task Force, The Southwest Major Crimes Task Force, and The Southwest Major Case Unit.

In an agency our size, we utilize these task forces as added resources to our department. Those officers assigned are extremely busy, and work with a selfless dedication to the group. Participation in a task force can require additional time away from family and internal tasks due to callout and deployment. Working major cases assisting other law enforcement agencies often takes place at night and on weekends and can make family life challenging. Bob's role serving as our lead detective/investigator, both internally and in the various task forces, requires a level of motivation and commitment to solve complex, long-term investigations into various types of violent and property crimes. Today, almost all criminal investigations are very time consuming, and labor intensive requiring advanced and specialized investigative skills and techniques.

We salute Bob's commitment to duty, service, and his contributions to the greater good on some of the southlands most violent criminal investigations. Palos Park Officer Bob Kotsianis' work ethic and professionalism is an inspiration to our organization and is an example for others to follow.

On behalf of the Village of Palos Park Police Department, we acknowledge and appreciate the sacrifices made by the Kotsianis family so that Bob is able to serve the community in so many capacities. As a small token of our appreciation, we would like to present a Capri Restaurant gift certificate to the Kotsianis family and a plaque to mark this well-deserved recognition.



VILLAGE OF
PALOS PARK

**PROCLAMATION PROCLAIMING "ARBOR DAY"
IN THE VILLAGE OF PALOS PARK**

JOHN F. MAHONEY
Mayor

JAMES PAVLATOS
Accounts & Finances

NICOLE MILOVICH-WALTERS
Public Works & Streets, Recreation

DAN POLK
Public Health & Safety

G. DARRYL REED
Building & Public Property

MARIE ARRIGONI
Village Clerk

RICHARD B. BOEHM
Village Manager

WHEREAS, the Village of Palos Park recognizes that its trees are priceless resources of the community; and

WHEREAS, it is the responsibility of the Village of Palos Park to encourage the preservation, planting, nurture and care of trees; and

WHEREAS, it is also the responsibility of the Village of Palos Park to provide the opportunity for education of its residents regarding trees and to maintain the integrity of the native woods of the Village of Palos Park; and

WHEREAS, to further and promote the above goals, the Village of Palos Park continues to support the Tree Body, a committee of the Village that works to attain these goals; and

WHEREAS, through the diligent effort of the members of the Tree Body, Palos Park Garden Guild I and the Public Works Department, the Village of Palos Park did achieve the designation of Tree City USA for 2021,

WHEREAS, under the auspices of the Palos Park Tree Body and Palos Park Garden Guild I, the Village of Palos Park will celebrate its 30th Annual Arbor Day in the Park Program on Sunday, May 1, 2022.

NOW, THEREFORE, TO RECOGNIZE THOSE ACHIEVEMENTS, BE IT RESOLVED that the Village of Palos Park hereby proclaims Sunday, May 1, 2022 to be Arbor Day in the Village of Palos Park, and that it be observed with an educational program "Wild About Honey Bees" at the Palos Park Public Library.

PASSED THIS 28th DAY OF MARCH, 2022.

John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

29th Annual Arbor Day Celebration

“WILD ABOUT HONEY BEES”



A PRESENTATION BY
PETE SOLTESZ



The Village of Palos Park, Garden Guild I and the Tree Body
at the

PALOS PARK LIBRARY

12330 Forest Glen Boulevard, Palos Park, IL

on

Sunday, May 1st at 12:00 p.m.

Guest Presenter

Pete Soltesz, President of the Cook DuPage Beekeepers Association, manages dozens of hives across several counties. He rescues wild honey bee swarms, breeds Queens, provides pollination services to area farmers, and produces local honey for sale. With a passion for educating others, he has taught beekeeping at many locations including the Cook County Farm Bureau and Morton Arboretum.

Pete finds bees to be elegant, industrious little creatures which sometime seem to defy the laws of nature. Yet what are the challenges they face today, and what can we do to help them? Please join us for answers to these questions and more.



Raffle Prizes Free Seedlings Tree Planting

At the close of our program, each attendee will receive a raffle ticket for a chance to win door prizes.

Everyone can take a free seedlings to plant at home from this year's selection of: Black Cherry, Washington Hawthorn or Red Maple.

An Autumn Splendor Horsechestnut Tree will be planted in honor of Arbor Day.



Poster Contest

The theme of this year's poster contest is

“Bees In The Trees”



Posters should be turned in by 5:00 p.m.

on Tuesday, April 26th. Turn posters in at the Kaptur Administrative Center, 8999 W. 123rd Street, Palos Park.

Colored pencils, crayons or markers may be used, free Poster Contest Plain Sheet is available at the Village Hall or the Recreation Center. Use any size blank white paper to create a poster.

Name, Age and Telephone Number should be printed clearly on all poster entries. All entries will be displayed at the Kaptur Administrative Center and participants will be judged according to the following age groups:

Ages 4-5, Ages 6-7, Ages 8-9, and Ages 10-12
Prize is \$25.00 - one prize per age group.





VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Village of Palos Park Special Event Retailer's Liquor License (Non-For-Profit) for the *Autumn in the Park 2022*.

BACKGROUND/HISTORY:

The Village needs to apply for State of Illinois Special Event Liquor Licenses for the *Autumn in the Park* on September 16-17, 2022. License Fees are \$25.00 per event. Special Event Liquor Liability Insurance also needs to be obtained. The fee for *Autumn in the Park* is \$300.00. Fees for insurance are based on attendance.

STAFF RECOMMENDATION:

To approve the Village's Application for the State of Illinois Special Event Retailer's Liquor License (\$25.00) and IRMA Special Events Liquor Liability (\$300.00) for *Autumn in the Park* to be held on Friday, September 16, 2022 and Saturday, September 17, 2022.

RECOMMENDED MOTION:

To approve the Village's Application for the State of Illinois Special Event Retailer's Liquor License (\$25.00) and IRMA Special Events Liquor Liability (\$300.00) for the *Autumn in the Park* to be held on Friday, September 16, 2022 and Saturday, September 17, 2022 as noted on the consent agenda.



100 W. RANDOLPH ST., SUITE 7-801
CHICAGO, ILLINOIS 60601
TELEPHONE: 312 814-2206
TDD: 312 814-1844

300 W. JEFFERSON ST., SUITE 300
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov

APPLICATION FOR STATE OF ILLINOIS SPECIAL EVENT RETAILER'S LIQUOR LICENSE (NOT-FOR-PROFIT)

DEFINITION: A Special Event Retailer's License (Not-for-Profit) shall permit the licensee to purchase alcoholic liquors from an Illinois licensed distributor (unless the licensee purchases less than \$500 of alcoholic liquors for the special event, in which case the licensee may purchase the alcoholic liquors from a licensed retailer), and shall allow the licensee to sell and offer for sale, at retail, alcoholic liquors for use or consumption, but not for resale in any form, and only at the location and on the specific date(s) designated for the special event on the license. An "event" can be defined as a single theme. A Special Event Retailer's License *must* be obtained for each single theme per location with a maximum duration of 15 days. All not-for-profit corporations are required to secure a license for each 15-day increment and each special "event".

ELIGIBILITY: The Special Event Retailer's License (Not-for-Profit) application form is to be used only for events conducted by an educational, fraternal, political, civic, religious or not-for-profit organization. **DO NOT** use this form if you have a current Illinois Retailer's Liquor License (see Special Use Permit License instructions).

Local liquor licensing authority approval is required for this license.

Dram shop insurance to the maximum limit is required for this license.

FEE: \$25.00 A \$25.00 per application fee is due if the event is: 1) a single theme; 2) at the same location for not more than 15 days from start to finish; and 3) application is received at least 14 days in advance of the start date of the event. (Note: Lead time is required in order to schedule site inspections).

**LATE FEE:
ADD \$25.00** Add a \$25.00 late fee to *EACH* application if you expect that the application will not be received at the Commission office at least 14 days **PRIOR** to the scheduled event start date. The Commission requires this lead time in order to schedule site inspections.

Note: "FOR-PROFIT" ORGANIZATIONS WHICH CURRENTLY DO NOT HOLD A STATE LIQUOR LICENSE and wish to hold a special event will be required to obtain a standard Retailer's Liquor License for \$750.00 that covers the date(s) of the special event. This is the only way you will be able to purchase alcoholic beverages from a distributor. You will need to fill out the standard IL-567-0015, Retailer's Liquor License application form.

PRIVATE PARTY is an event where attendance is by invitation only, the host controls access to the premises, and alcoholic beverages are provided to invited guests at no charge. A Special Event Liquor License is not required for a private party.

On the following pages, please **PRINT OR TYPE** the information requested in the spaces provided. The form must bear an original signature; no faxed or photocopied forms or rubber stamped signatures will be accepted.

IMPORTANT NOTICE: THE ILLINOIS LIQUOR CONTROL COMMISSION IS REQUESTING DISCLOSURE OF INFORMATION THAT IS NECESSARY UNDER THE ILLINOIS LIQUOR CONTROL ACT (235 ILCS 5/1 ET SEQ.). DISCLOSURE OF THIS INFORMATION IS MANDATORY. FAILURE TO PROVIDE ANY INFORMATION WILL RESULT IN THE NON-ISSUANCE OF YOUR LICENSE.

**FOR OFFICE
USE ONLY**

FOR OFFICIAL USE ONLY

LICENSE NO.

DATE ISSUED

EXPIRATION DATE

COUNTER

Application for State of Illinois Special Event Retailer's Liquor License

1. APPLICANT INFORMATION

Provide the information requested in the spaces below, including the corporate/organization name, Federal Employer Identification Number (FEIN); corporate/organization mailing address; county and telephone number.

1a.

NAME		FEDERAL EMPLOYER ID NO.		
Village of Palos Park		36-6006039		
ADDRESS	CITY	STATE	ZIP CODE	COUNTY
8999 W. 123rd Street	Palos Park	IL	60464	Cook
AREA CODE/TELEPHONE NO.				
(708) 671-3700				

1b. CONTACT INFORMATION

Provide the requested contact information for your business. The contact person should be the responsible party we can contact who can answer questions on behalf of the business. The mobile or alternate number should be in addition to any business numbers on file. The email address should be the active email address for the business, not the personal email address of the contact person.

CONTACT PERSON'S NAME (First, Last)	BUSINESS PHONE NUMBER	ALTERNATE PHONE NUMBER (Home, Cell, etc.)
Lisa M. Boyle	(708) 671-3706	(708) 671-3700
EMAIL ADDRESS	FAX NUMBER	
lboyle@palospark.org	(708) 448-9542	

2. CERTIFICATION

Public Act 90-596 was enacted to ensure that special event holders pay all required sales taxes if they hold more than two special events during a calendar year or if they are not a valid "not-for-profit" organization. Applicants for Special Event Retailer Not-for-profit Liquor licenses must now certify that both of the following conditions apply to this particular special event. Please check the boxes that apply. If either box is left unchecked, the Commission will issue this license as "NON-CERTIFIED" which may require the organization to pay sales taxes on the gross receipts from all sales of food and beverages at the event. The certifying officer must be listed under Section 5 of the application, having provided all required identifying information. Should you have any questions regarding sales tax liability or sales tax registration information, please call the Department of Revenue Toll Free Hotline at 1 800 732-8866.

- I hereby certify that the organization which is applying for this Special Event Retailer Not-for-profit Liquor license is a valid "not-for-profit" entity which holds either a resale number [a resale sales tax number] issued under Section 2(c) of the Retailers' Occupation Tax Act; a sales tax registration [a sales tax number] under Section 2(a) of the Retailers' Occupation Tax Act; or a current, valid exemption identification number [a tax-exempt "E" number] issued under Section 1(g) of the Retailers' Occupation Tax Act.
- I hereby certify that the organization which is applying for this Special Event Retailer Not-for-profit Liquor license has held no more than two such special events during the current calendar year (January 1 - December 31). This special event must be included in your calculation.

SIGNATURE OF APPLICANT/AUTHORIZED AGENT _____ TITLE/POSITION _____ DATE _____

3. STATUS OF ORGANIZATION

Check appropriate box and provide sales tax exemption details.

- A. Educational
- B. Fraternal
- C. Political
- D. Civic
- E. Religious
- F. Other Not-For-Profit

Date of Incorporation: 10/31/1914

Or attach an Illinois Department of Revenue Sales Tax Exemption Letter (specify) IDOR Sales Tax Exemption Letter

4. SPECIAL EVENT DETAIL

- Provide the date(s) and time(s) that the event will be held. When you receive your printed license certificate from the Commission, times will be listed in military time (e.g., "0200" = 2AM, "1200" = noon, "2400" = midnight).
- Provide the address/location of the event. If an address is not available, provide specific instructions to enable our investigators to find the event. **Note: Only one location is allowed per application.**
- Provide the name/type of the event (e.g., neighborhood festival, Oktoberfest, fish fry, tasting/sampling, etc.).
- Determine the total number of event themes/types for which approval is requested. Use a separate application for each event theme/type.
- Determine the total number of days and locations covered by the event. For example, if your event is held on three successive Fridays at the same location, you are only required to fill out a single application and pay a single application fee since the total duration is 15 days or less and the location is the same. If the location changes weekly in the aforementioned example, however, you will be required to fill out three applications and pay three fees.

DATE OF EVENT: EVENT STARTS (MONTH/DAY/YR)	EVENT TIME: TIME FROM (AM/PM)	DATE OF EVENT: EVENT ENDS (MONTH/DAY/YR)	EVENT TIME: TIME TO (AM/PM)	LOCATION OF EVENT: STREET ADDRESS CITY/STATE/ZIP	EVENT THEME: TYPE OF EVENT
09/16/2022	6:00 pm	09/16/2022	11:00 pm	8901 W. 123rd Street Palos Park, IL 60464	Autumn In The Park
09/17/2022	11:00 am	09/17/2022	11:30 pm	8901 W. 123rd Street Palos Park, IL 60464	Autumn In The Park

5. CORPORATE/ORGANIZATION OFFICER INFORMATION

The individual signing this application at the bottom of Page 4 **MUST** be listed in this section.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Boyle, Lisa M.			18406 Leanne Lane	Mokena	IL	60448
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
		F	Deputy Village Clerk	(708) 671-3706		

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
Boehm, Richard B.			17559 Coronado Drive	Orland Park	IL	60467
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
		M	Village Manager	(708) 671-3702		

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS	CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED
				()		

6. PRIOR LIQUOR LICENSE INFORMATION

- A. Is this your first state liquor license application? Yes ___ No
- B. If this is not your first state liquor license application, provide the date of your first filing: _____
- C. Has the organization ever applied for and been denied a liquor license? Yes ___ No
If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.
- D. Has the organization had any previous Special Event Retailer's Liquor License(s) suspended or revoked? Yes ___ No
If "yes," provide a complete written explanation of the circumstances on a separate sheet of paper.

7. LOCAL AUTHORITY APPROVAL

You **MUST** submit proof of local authority approval for your event. Generally, your local municipality will issue approval in the form of a letter, a certificate, or a rubber stamp. If the event is taking place in an unincorporated area, the county will need to provide the approval. If the event is taking place on state or federal property, please contact our office as special approval will be necessary. Local authorities will use the box below for "approval" stamps or seals, such as the City of Chicago Liquor Commission. If stamps/seals are not applicable, **attach** a photocopy of the approval letter or certificate.

ATTACH:
LOCAL AUTHORITY APPROVAL
(IF MISSING, APPLICATION WILL BE REJECTED)

or

Local Liquor
Commissioner's
Event Approval
Stamp Here
(if applicable)

8. DRAM SHOP INSURANCE

You **MUST** submit proof that **Dram Shop insurance to the maximum limit has been secured for this event.** Attach a photocopy of the insurance rider to this application. Remember, it must cover the **location** where the special event is being held and the coverage **must** coincide with the dates of the event.

ATTACH:
DRAM SHOP INSURANCE RIDER
(IF MISSING, APPLICATION WILL BE REJECTED)

9. PAYMENT

Determine the payment amount for your application(s). For efficiency, you may group multiple applications and submit a single check to cover all events. Make check or money order payable to: ILLINOIS LIQUOR CONTROL COMMISSION. The Commission does not accept U.S. currency/cash as payment.

10. LATE FILING FEE

If you expect that your application will not arrive at the Commission office within the required 14-day advance notice, submit an additional \$25.00 late fee for EACH application. **If the late fee is not included, the application(s) will be rejected.**

11. SIGNATURE/DATE/TITLE

The application must be signed and dated by the applicant or an authorized agent of the applicant along with the title/position of the person signing. **The signature must be an original;** rubber stamps, photocopies, or faxed copies are not accepted.

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE STATE OF ILLINOIS TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ILLINOIS, IN PARTICULAR, THE ILLINOIS LIQUOR CONTROL ACT, RULES AND REGULATIONS, AND THE CIVIL RIGHTS SECTIONS THEREOF.

FURTHER, I AGREE TO NOTIFY THIS COMMISSION WITHIN 30 WORKING DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION.

SIGNATURE OF APPLICANT/AUTHORIZED AGENT

TITLE/POSITION

DATE



INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

The Risk Management Solution for Local Government

IRMA SPECIAL EVENTS LIQUOR LIABILITY

Insured Name: VILLAGE OF PALOS PARK
Insured Address: 8999 W. 123rd Street City Palos Park State IL Zip 60464
Insured Contact: Lisa M. Boyle
Phone Number: 708-671-3706 Fax Number: 708-448-9542
E-mail: lboyle@palospark.org (required in order to received confirmation of coverage)
rboehm@palospark.org

Schedule of Events: [Send 10 days prior to event]

Table with 5 columns: Date(s) of Event, Total Number of Days, Description (including type) of Entertainment, Location, Estimated # of People Attending. Row 1: 9/16/2022, 9/17/2022, 2, Festival, Bands, Parade, 8901 W. 123rd Street, Palos Park, IL, 4500.

Attendee Chart table with 2 columns: Attendee Range, Charge. Row 1: 1 to 2,000, \$125 per day per event. Row 2: 2,001 to 5,000, \$150 per day per event X 2. Row 3: Greater than 5,001, \$175 per day per event.

- Note: 1. Insurer is National Specialty Insurance Company. 2. Limit is \$ 1,000,000 Single Combined Limit 3. Cost calculation per event: see attendee charge from chart above. IRMA will bill the entity upon receipt of the application. 4. Send this form to:

Intergovernmental Risk Management Agency
999 Oakmont Plaza Drive, Suite 310
Westmont, IL 60559
Attn: Donna Morin
Phone: 708.236.6349
E-mail: donnam@irmarisk.org

- 5. You will receive a Certificate of Insurance from Victor Insurance Managers, Inc. confirming coverage.

Victor Insurance Managers, Inc.
3100 Wilcrest Drive, Suite 200
Houston, TX 77042
Attn: Jessica Mendez
Office: (713) 787-2412
Email: jessica.mendez@victorinsurance.com

- 6. Any accident claims should be submitted directly to Victor Insurance Managers, Inc. with a copy to IRMA at the address listed in #4.

*Special Events/Liquor Liability

This program was introduced to provide members with an option to purchase liquor liability/DRAM Shop coverage for special events in which the member is selling or serving liquor.

**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT**

FOR MARCH 28, 2022

**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: 03/24/22
 TIME: 12:34:19
 ID: AP441000.WOW

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
A & A AUTO TRUCK SERVICE INC								
65650	03/17/22	01	TOWED #2 FROM GAR TO SW SPRING	0124606700			03/28/22	537.50
			INVOICE TOTAL:					537.50
66601	03/17/22	01	PULLD PLW TRK OUT OF DTCH&UPHL	0124606700			03/28/22	825.00
			INVOICE TOTAL:					825.00
66621	03/17/22	01	TOWED #3 TO GARAGE/LOST R WHL	0124606700			03/28/22	675.50
			INVOICE TOTAL:					675.50
			VENDOR TOTAL:					2,038.00
ACC00002 ACCURINT								
1241214-20220228	03/17/22	01	CONTRACT FEE/FEB2022, 9 PHONE	0122606990			03/28/22	34.50
			INVOICE TOTAL:					34.50
			VENDOR TOTAL:					34.50
AIR00001 AIRY'S INC.								
25785	03/22/22	01	6" WTR MAIN BRK 9104 W 125THST	5224606750			03/28/22	3,696.00
			INVOICE TOTAL:					3,696.00
25786	03/22/22	01	RPR WTR MN BRK 11516 ALPINE DR	5224606750			03/28/22	6,693.61
			INVOICE TOTAL:					6,693.61
25790	03/22/22	01	PARTRIDGE IS PULL PUMPS	5224606750			03/28/22	1,342.60
			INVOICE TOTAL:					1,342.60
26112	03/22/22	01	RPR FIRE HYDRANTS/VAR LOCATION	5224606750			03/28/22	5,436.95
			INVOICE TOTAL:					5,436.95
			VENDOR TOTAL:					17,169.16
BAX00001 BAXTER & WOODMAN, INC.								
0232990	03/22/22	01	121025.41 MCCRTY WTM EXT2-3/22	5224707990			03/28/22	2,062.50
			INVOICE TOTAL:					2,062.50
			VENDOR TOTAL:					2,062.50

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
30Y00004	LISA BOYLE							
220322	03/22/22	01	CAFETERIA PLAN 2022	0100000414			03/28/22	114.41
							INVOICE TOTAL:	114.41
							VENDOR TOTAL:	114.41
3RA00008	BRAKE TEC, INC							
220309006	03/17/22	01	VEH#261-CLNG, PULL VALVE COVER	0122606700			03/28/22	276.45
							INVOICE TOTAL:	276.45
							VENDOR TOTAL:	276.45
3HI00008	CHICAGO TRIBUNE							
220301	03/17/22	01	SUBSCRIPTION THRU 05/31/22	0120707035			03/28/22	222.95
							INVOICE TOTAL:	222.95
							VENDOR TOTAL:	222.95
3HI00040	CHICAGO PARTS & SOUND, LLC							
3-0048650	03/17/22	01	24 OILS, FLTR, 6TRANS FLUID/STK	0122606700			03/28/22	227.18
							INVOICE TOTAL:	227.18
3-0048663/3CR0005762	03/17/22	01	VEH#267-8 SPRK PLGS,WR, COIL	0122606700			03/28/22	138.69
							INVOICE TOTAL:	138.69
3-0048669	03/17/22	01	VEH#267-1 WIRE KIT PLUG	0122606700			03/28/22	59.13
							INVOICE TOTAL:	59.13
3-0048718	03/17/22	01	VEH#261-1 INJECTOR SEO	0122606700			03/28/22	71.30
							INVOICE TOTAL:	71.30
3-0048760	03/17/22	01	VEH#261-PULLEY BELT, TNSN DRV	0122606700			03/28/22	257.06
							INVOICE TOTAL:	257.06
3-0048806	03/17/22	01	VEH#257-TENSIONER, BLT SERPENT	0122606700			03/28/22	84.28
							INVOICE TOTAL:	84.28

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CHI00040	CHICAGO PARTS & SOUND, LLC							
3CR0005769/3-0048807	03/22/22	01	VEH257-ALTRNTR&CORE, RTN ALT	0122606700			03/28/22	298.84
							INVOICE TOTAL:	298.84
							VENDOR TOTAL:	1,136.48
CIN00001	CINTAS							
4113320873	03/17/22	01	03/14/22 MATS & TOWELS	0124606990			03/28/22	79.39
		02	UNIFORM RNTL W/E 03/14/22	5124707300				52.21
		03	UNIFORM RNTL W/E 03/14/22	0124707300				86.92
							INVOICE TOTAL:	218.52
							VENDOR TOTAL:	218.52
CIN00002	CINTAS							
5099882712	03/22/22	01	GAUZE, HRD SRFC DISENFECTANT	0126707920			03/28/22	37.30
							INVOICE TOTAL:	37.30
							VENDOR TOTAL:	37.30
COM00017	COM ED							
220317	03/22/22	01	02/16-03/17/22 1 ST MORITZ DR	0124606731			03/28/22	2.32
							INVOICE TOTAL:	2.32
							VENDOR TOTAL:	2.32
CON00010	CONCENTRIC INTERGRATION LLC							
0232814	03/22/22	01	21-22 SUPPORT SERVICES/MARCH	5224606990			03/28/22	605.00
							INVOICE TOTAL:	605.00
0232816	03/22/22	01	21-22 T&M SUPPORT SERVICES	5224606990			03/28/22	142.41
							INVOICE TOTAL:	142.41
0232817	03/22/22	01	BPS SCADA IMPRVMENTS/60% CMPLT	5224606990			03/28/22	945.00
							INVOICE TOTAL:	945.00
							VENDOR TOTAL:	1,692.41

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
0000019			COOK COUNTY SHERIFF'S POLICE					
DEC21JANFEB2022	03/22/22	01	DEC2021.JAN&FEB2022 DISPATCH	0122606800			03/28/22	18,629.10
							INVOICE TOTAL:	18,629.10
SEPOCTNOV2021	03/22/22	01	SEPT/OCT/NOV2021 DISPATCH	0122606800			03/28/22	18,629.10
							INVOICE TOTAL:	18,629.10
							VENDOR TOTAL:	37,258.20
0000004			DYNEGY ENERGY SERVICES					
373517822031	03/17/22	01	ELECTRIC SRVC 02/01-03/01/22	5324606400			03/28/22	290.87
							INVOICE TOTAL:	290.87
373517922021	03/17/22	01	01/28-02/27/22 135 FOREST EDGE	5124606400			03/28/22	105.97
							INVOICE TOTAL:	105.97
373518022021	03/17/22	01	01/27-02/24/22 12222 WILL COOK	5124606400			03/28/22	271.91
							INVOICE TOTAL:	271.91
373518122021	03/17/22	01	01/21-02/20/22 9301 123RD ST	5124606400			03/28/22	34.27
							INVOICE TOTAL:	34.27
373518222021	03/17/22	01	01/21-02/20/22 9 PARTRIDGE	5124606400			03/28/22	129.09
							INVOICE TOTAL:	129.09
373518322021	03/17/22	01	01/21-02/20/22 12101 SW HWY	5224606400			03/28/22	2,242.89
							INVOICE TOTAL:	2,242.89
373518422021	03/17/22	01	01/21-02/20/22 12701 KINVARRA	5124606400			03/28/22	154.97
							INVOICE TOTAL:	154.97
373518522031	03/17/22	01	ELECTRIC SRVC 02/01-03/01/22	5324606400			03/28/22	29.51
							INVOICE TOTAL:	29.51
373518622021	03/17/22	01	01/21-02/20/22 9540 123RD ST	5224606400			03/28/22	161.60
							INVOICE TOTAL:	161.60

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
YN00004 DYNEGY ENERGY SERVICES								
373518722021	03/17/22	01	01/21-02/20/22 10101 125TH ST	5224606400			03/28/22	584.29
							INVOICE TOTAL:	584.29
373518822021	03/17/22	01	01/21-02/20/22 68 OLD CREEK RD	5124606400			03/28/22	76.27
							INVOICE TOTAL:	76.27
373518922021	03/17/22	01	01/21-02/20/22 40 RAMSGATE DR	5124606400			03/28/22	302.55
							INVOICE TOTAL:	302.55
373519022021	03/17/22	01	01/21-02/20/22 8812 120TH PL	5124606400			03/28/22	47.63
							INVOICE TOTAL:	47.63
373519122021	03/17/22	01	01/21-02/20/22 12410 91ST AVE	5124606400			03/28/22	119.08
							INVOICE TOTAL:	119.08
373519222021	03/17/22	01	01/21-02/20/22 8201 RT83	5124606400			03/28/22	278.99
							INVOICE TOTAL:	278.99
373519322021	03/17/22	01	01/21-02/20/22 24 1/2 ROMIGA	5124606400			03/28/22	77.93
							INVOICE TOTAL:	77.93
373519422021	03/17/22	01	01/21-02/20/22 12355 WOLF ROAD	5124606400			03/28/22	23.31
							INVOICE TOTAL:	23.31
							VENDOR TOTAL:	4,931.13
EBE0001 PALOS ACE HARDWARE								
206623	03/17/22	01	BATTERIES	5224707990			03/28/22	17.09
							INVOICE TOTAL:	17.09
206674	03/17/22	01	SPONGE, UNDERCOATING RUBBER	0124707990			03/28/22	11.50
							INVOICE TOTAL:	11.50
206675	03/22/22	01	TANK LEVER	5224606711			03/28/22	8.63
							INVOICE TOTAL:	8.63

DATE: 03/24/22
 TIME: 12:34:19
 ID: AP441000.WOW

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
110220016272	03/22/22	01	HYDRANT, GASKET, BOLTS, NUTS	5224606755			03/28/22	5,656.70
							INVOICE TOTAL:	5,656.70
							VENDOR TOTAL:	5,656.70
7-685-42434	03/17/22	01	FEDEX DELIVERY	0122707090			03/28/22	10.42
							INVOICE TOTAL:	10.42
							VENDOR TOTAL:	10.42
220315	03/17/22	01	CAFETERIA PLAN 2021/FINAL	0100000407			03/28/22	224.47
							INVOICE TOTAL:	224.47
							VENDOR TOTAL:	224.47
161213	03/22/22	01	TREE RMVL OFF WR/11157 86TH AV	0124606786			03/28/22	650.00
							INVOICE TOTAL:	650.00
							VENDOR TOTAL:	650.00
656584	03/17/22	01	2 BUSH/1 KIT-JET/STOCK	0122606700			03/28/22	31.78
							INVOICE TOTAL:	31.78
656863/CM656863/6570	03/17/22	01	VEH#256 CVR&CNCT PLT, RETURN	0122606700			03/28/22	97.24
							INVOICE TOTAL:	97.24

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
HAW00002 HAWK FORD								
656910	03/17/22	01	VEH#257-1 BUSH & 1 LINK	0122606700			03/28/22	62.89
							INVOICE TOTAL:	62.89
							VENDOR TOTAL:	191.91
HAW00003 HAWKINS, INC.								
6138164	03/22/22	01	62 GALS AZONE 15	5224606990			03/28/22	237.54
							INVOICE TOTAL:	237.54
							VENDOR TOTAL:	237.54
ILL00016 ILLINOIS SECRETARY OF STATE								
220324	03/24/22	01	VEH259-DUPLICATE LICENSE PLATE	0122606700			03/28/22	9.00
							INVOICE TOTAL:	9.00
							VENDOR TOTAL:	9.00
JEN00006 JENSEN ENTERTIANMENT INC								
2022-037A	03/17/22	01	EASTER BUNNY/FINAL PAYMENT	0132606000			03/28/22	147.50
							INVOICE TOTAL:	147.50
							VENDOR TOTAL:	147.50
KAR00008 NICHOLAS W KARAS								
220302	03/17/22	01	ADJUDICATION 03/02/22	0122606540			03/28/22	400.00
							INVOICE TOTAL:	400.00
							VENDOR TOTAL:	400.00
KIM00002 KIMBALL MIDWEST								
9700174	03/17/22	01	HARDWARD FOR ALL VEH/TRUCKS	0124606700			03/28/22	170.00
							INVOICE TOTAL:	170.00
							VENDOR TOTAL:	170.00
KIN00007 SALLY KINNEY								

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
IN00007	SALLY KINNEY							
220314	03/17/22	01	CELL PHONE STIPEND MAR/APR2022	0120707210			03/28/22	100.00
			INVOICE TOTAL:					100.00
			VENDOR TOTAL:					100.00
IN00005	MENARDS							
04194	03/17/22	01	TLT CLNR, DGRSR,MLT PRPS CLNR	0127927760			03/28/22	39.02
			INVOICE TOTAL:					39.02
			VENDOR TOTAL:					39.02
IF00001	METROPOLITAN INDUSTRIES INC							
INV036792	03/17/22	01	ROMIGA LS REPLACEMENT PUMP	5124606720			03/28/22	13,515.00
			INVOICE TOTAL:					13,515.00
INV036793	03/17/22	01	SHADOW RIDGE LS PUMP REPLCMNT	5124606720			03/28/22	10,701.00
			INVOICE TOTAL:					10,701.00
INV036794	03/17/22	01	OLC CREEK LS PUMP REPLACEMENT	5124606720			03/28/22	13,515.00
			INVOICE TOTAL:					13,515.00
INV036982	03/17/22	01	MARCH METRO CLOUD DATA	5124606990			03/28/22	195.00
			INVOICE TOTAL:					195.00
			VENDOR TOTAL:					37,926.00
JIC0001	NICOR GAS							
220307	03/17/22	01	02/03-03/06/22 10057 125TH ST	5224606410			03/28/22	167.57
			INVOICE TOTAL:					167.57
220308	03/17/22	01	GAS SERVICE 02/04-03/08/22	0127916410			03/28/22	1,646.55
			INVOICE TOTAL:					1,646.55
220315	03/22/22	01	02/11-03/14/22 8201 RT83	5124606410			03/28/22	51.07
			INVOICE TOTAL:					51.07
			VENDOR TOTAL:					1,865.19

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
)FF00008 THE OFFICE CONNECTION								
763027-0	03/17/22	01	AIR FRESHENER, 100Z CUPS	0120707010			03/28/22	41.06
		02	SPEAKERS	0120707011				29.98
			INVOICE TOTAL:					71.04
763325-0	03/17/22	01	SUGAR IN THE RAW	0120707010			03/28/22	12.59
			INVOICE TOTAL:					12.59
763633-0	03/17/22	01	GREEN TEA W/LEMON, COPY PAPER	0120707010			03/28/22	74.76
			INVOICE TOTAL:					74.76
763943-0	03/22/22	01	POST-IT, SOAP, FILE JCKTS, CUPS	0120707010			03/28/22	168.51
			INVOICE TOTAL:					168.51
			VENDOR TOTAL:					326.90
)LV00001 INDALECIO OLVERA								
1004,1005	03/17/22	01	REFUND R/ROW BOND, PRMT20190003	8000002100			03/28/22	3,500.00
		02	REFUND DEMO BOND, PRMT20190003	8000002102				1,000.00
			INVOICE TOTAL:					4,500.00
			VENDOR TOTAL:					4,500.00
)PEE00001 PEERLESS NETWORK, INC								
504922	03/17/22	01	708-923-6021 02/15-03/14/22	5224707200			03/28/22	324.51
		02	T-1 LINE 02/15-03/14/22	0120707200				328.49
		03	T-1 LINE 02/15-03/14/22	0122707200				256.63
		04	T-1 LINE 02/15-03/14/22	0124707200				123.18
		05	T-1 LINE 02/15-03/14/22	0125707200				82.12
		06	T-1 LINE 02/15-03/14/22	0126707200				41.06
		07	T-1 LINE 02/15-03/14/22	0129707200				41.06
		08	T-1 LINE 02/15-03/14/22	5124707200				41.06
		09	T-1 LINE 02/15-03/14/22	5224707200				112.92
		10	ISDN LINE 02/15-03/14/22	0120707200				699.51
		11	LONG DISTANCE 02/15-03/14/22	0120707200				2.20

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PEE00001	PEERLESS NETWORK, INC							
504922	03/17/22	12	LONG DISTANCE 02/15-03/14/22	0123707200			03/28/22	1.39
		13	LONG DISTANCE 02/15-03/14/22	0124707200				0.24
		14	LONG DISTANCE 02/15-03/14/22	0125707200				0.21
			INVOICE TOTAL:					2,054.58
			VENDOR TOTAL:					2,054.58
PT00002	PIT STOP							
PS438497	03/17/22	01	PORTA POTTY/VILLAGE GREEN	0127976990			03/28/22	100.00
			INVOICE TOTAL:					100.00
			VENDOR TOTAL:					100.00
QUI0002	QUILL CORPORATION							
23574059	03/22/22	01	1 1TB PORTABLE HARD DRIVES	0122707011			03/28/22	115.56
		02	1 SILVER SHARPIE	0122707010				3.65
			INVOICE TOTAL:					119.21
23582441	03/22/22	01	3 256 GB FLASH DRIVES	0122707011			03/28/22	77.01
			INVOICE TOTAL:					77.01
23585907	03/22/22	01	SPN, FRK, ENV MSINR, DVRR, FLD, ENV	0122707010			03/28/22	150.95
			INVOICE TOTAL:					150.95
23596484	03/22/22	01	1 PK 123 BATERIES	0122707010			03/28/22	95.38
			INVOICE TOTAL:					95.38
			VENDOR TOTAL:					442.55
RIZ00001	JOE RIZZA							
433113	03/17/22	01	VEH#256-MOTOR & PUMP ASY	0122606700			03/28/22	33.88
			INVOICE TOTAL:					33.88
			VENDOR TOTAL:					33.88
ROS0001	ROSCOE							

DATE: 03/24/22
 TIME: 12:34:19
 ID: AP441000.WOW

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
1739065	03/17/22	01	MATS/METRA	5324606990			03/28/22	80.02
							INVOICE TOTAL:	80.02
1739066	03/17/22	01	MATS/KAPTUR	0127916990			03/28/22	222.95
							INVOICE TOTAL:	222.95
							VENDOR TOTAL:	302.97
55404	03/17/22	01	MONTHLY SHREDDING/MAR2022	0122606990			03/28/22	44.94
							INVOICE TOTAL:	44.94
							VENDOR TOTAL:	44.94
1136	03/22/22	01	SOCCER SHOTS	0126606991			03/28/22	56.00
		02	SOCCER SHOTS	0126606991				240.00
		03	SOCCER SHOTS	0126606991				288.00
							INVOICE TOTAL:	584.00
							VENDOR TOTAL:	584.00
220305	03/22/22	01	SUBSCRIPTION THRU 04/20/22	0120707035			03/28/22	107.86
							INVOICE TOTAL:	107.86
							VENDOR TOTAL:	107.86
267621	03/17/22	01	TAG#30 GMC PKUP 4 TIRES, INSTL	0124606700			03/28/22	691.19
							INVOICE TOTAL:	691.19
							VENDOR TOTAL:	691.19

1090001 ROSCOE

3000002 SOCCER SHOTS

3000018 DAILY SOUTHTOWN

3000001 TIRE SERVICES COMPANY

3000001 VERIZON WIRELESS

INVOICES DUE ON/BEFORE 03/28/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
VER00001	VERIZON WIRELESS							
9901309998	03/22/22	01	2/9-3/8/22 SRV M2M TWR TO PUMP	5224606990			03/28/22	91.50
							INVOICE TOTAL:	91.50
							VENDOR TOTAL:	91.50
VIL0003	VILLAGE OF PALOS PARK							
3/1/2022	03/22/22	01	UB PYMT 12/31/21-03/01/22	0127927051			03/28/22	114.92
		02	UB PYMT 12/31/21-03/01/22	5420607051				114.92
		03	UB PYMT 12/31/21-03/01/22	5420607051				246.00
		04	UB PYMT 12/31/21-03/01/22	0127917051				218.66
		05	UB PYMT 12/31/21-03/01/11	0130606990				277.38
							INVOICE TOTAL:	971.88
							VENDOR TOTAL:	971.88
							TOTAL ALL INVOICES:	125,138.46

DATE: 03/24/22
 TIME: 12:34:45
 ID: AP443000.WOW

- Village of Palos Park -
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00	GENERAL FUND		
BOY00004	LISA BOYLE	274.09	114.41
FRA00011	RYAN FRAN CZAK	1,211.08	224.47
	GENERAL FUND		338.88
20	ADMINISTRATION DEPARTMENT		
CHI00008	CHICAGO TRIBUNE	788.37	222.95
KIN00007	SALLY KINNEY	1,818.47	100.00
OFF00008	THE OFFICE CONNECTION	7,860.87	326.90
PEE00001	PEERLESS NETWORK, INC	6,066.61	1,030.20
SOU00018	DAILY SOUTHTOWN	415.50	107.86
	ADMINISTRATION DEPARTMENT		1,787.91
22	POLICE DEPARTMENT		
ACC00002	ACCURINT	333.00	34.50
BRA00008	BRAKE TEC, INC		276.45
CHI00040	CHICAGO PARTS & SOUND, LLC	3,723.52	1,136.48
COO00019	COOK COUNTY SHERIFF'S POLICE	36,222.00	37,258.20
FED0002	FEDEX	183.76	10.42
HAW00002	HAWK FORD	4,858.41	191.91
ILL00016	ILLINOIS SECRETARY OF STATE		9.00
KAR00008	NICHOLAS W KARAS	4,390.00	400.00
PEE00001	PEERLESS NETWORK, INC	6,066.61	258.02
QUI0002	QUILL CORPORATION	1,752.85	442.55
RIZ00001	JOE RIZZA	1,460.26	33.88
SHA00016	SHARK SHREDDING, INC	857.08	44.94
	POLICE DEPARTMENT		40,096.35
24	PUBLIC WORKS DEPARTMENT		
AAT0001	A & A AUTO TRUCK SERVICE INC	540.00	2,038.00
CIN00001	CINTAS	8,124.56	166.31
COM00017	COM ED	1,931.23	2.32
EBE0001	PALOS ACE HARDWARE	1,790.71	11.50
GRO00006	GROUNDSKEEPER LNDSCAP CARE, LLC	115.00	650.00
KIM00002	KIMBALL MIDWEST	619.00	170.00
PEE00001	PEERLESS NETWORK, INC	6,066.61	123.42

DATE: 03/24/22
 TIME: 12:34:45
 ID: AP443000.WOW

-- Village of Palos Park --
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
TIR0001	TIRE SERVICES COMPANY	8,929.23	691.19
	PUBLIC WORKS DEPARTMENT		3,852.74
25	BUILDING DEPARTMENT		
PEE00001	PEERLESS NETWORK, INC	6,066.61	82.33
	BUILDING DEPARTMENT		82.33
26	RECREATION DEPARTMENT		
CIN00002	CINTAS	1,786.76	37.30
PEE00001	PEERLESS NETWORK, INC	6,066.61	41.06
SOC00002	SOCCER SHOTS	7,088.00	584.00
	RECREATION DEPARTMENT		662.36
27	PUBLIC GROUNDS		
EBE0001	PALOS ACE HARDWARE	1,790.71	26.91
MEN00005	MENARDS	4,941.57	39.02
NIC0001	NICOR GAS	17,671.04	1,646.55
PIT00002	PIT STOP	4,014.00	100.00
ROS0001	ROSCOE	7,451.31	222.95
VIL0003	VILLAGE OF PALOS PARK	6,396.28	333.58
	PUBLIC GROUNDS		2,369.01
29	FINANCE DEPARTMENT		
PEE00001	PEERLESS NETWORK, INC	6,066.61	41.06
	FINANCE DEPARTMENT		41.06
30	SLUIS PROPERTY		
VIL0003	VILLAGE OF PALOS PARK	6,396.28	277.38
	SLUIS PROPERTY		277.38

DATE: 03/24/22
TIME: 12:34:45
ID: AP443000.WOW

-= Village of Palos Park =-
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
32	PALOS PARK FESTIVALS		
JEN00006	JENSEN ENTERTIANMENT INC	1,272.50	147.50
	PALOS PARK FESTIVALS		147.50
SEWER FUND			
24	SEWER FUND		
CIN00001	CINTAS	8,124.56	52.21
DYN00004	DYNEGY ENERGY SERVICES	40,742.26	1,621.97
MET0001	METROPOLITAN INDUSTRIES INC	45,310.00	37,926.00
NIC0001	NICOR GAS	17,671.04	51.07
PEE00001	PEERLESS NETWORK, INC	6,066.61	41.06
	SEWER FUND		39,692.31
WATER FUND			
24	WATER FUND		
AIR00001	AIRY'S INC.	173,304.77	17,169.16
BAX00001	BAXTER & WOODMAN, INC.	46,600.75	2,062.50
CON00010	CONCENTRIC INTERGRATION LLC	33,579.51	1,692.41
DYN00004	DYNEGY ENERGY SERVICES	40,742.26	2,988.78
EBE0001	PALOS ACE HARDWARE	1,790.71	25.72
EJU00001	EJ USA, INC.		5,656.70
HAW00003	HAWKINS, INC.	3,062.99	237.54
NIC0001	NICOR GAS	17,671.04	167.57
PEE00001	PEERLESS NETWORK, INC	6,066.61	437.43
VER00001	VERIZON WIRELESS	11,826.56	91.50
	WATER FUND		30,529.31
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
DYN00004	DYNEGY ENERGY SERVICES	40,742.26	320.38
ROS0001	ROSCOE	7,451.31	80.02
	COMMUTER LOT FUND		400.40
MCCORD FUND			

DATE: 03/24/22
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ID: AP443000.WOW

-= Village of Palos Park =-
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 03/28/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MCCORD FUND			
20			
VIL0003	VILLAGE OF PALOS PARK	6,396.28	360.92
			360.92
ESCROW FUND			
00			
OLV00001	INDALECIO OLVERA		4,500.00
			4,500.00
TOTAL ALL DEPARTMENTS			125,138.46



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Replace Kaptur Center Boilers.

BACKGROUND/HISTORY:

The boilers at the Kaptur Center are original. Over the last 5 years they have been repaired numerous times. This past winter one boiler went down and could not be repaired. The second boiler is currently running but has had problems that needed to be addressed the last three weeks. It also would not keep up if the temperatures dropped for a prolonged period. The Village asked for proposals from Dykstra, who currently has the maintenance contract for the Village HVAC Systems, and Environmental Mechanical who previously had contracts with the Village. The proposal from Environmental Mechanical was to replace both boilers and their cost is \$47,400.00. The Village received multiple proposals from Dykstra. The Village can replace the non-working boiler for \$17,314.00. However due to the age of the boilers, and the recent repairs, Public Works recommends replacing both boilers currently for a cost of \$34,101.00. This work would need to be done when the overnight temperatures do not drop into the 40's. This project would be paid for with money in the General Fund in the current budget.

STAFF RECOMMENDATION:

Staff recommends approving the proposal submitted by Dykstra Heating and Cooling to replace the two boilers.

RECOMMENDED MOTION:

I move to waive the bidding process and to approve the proposal from Dykstra Heating and Cooling in the amount of \$34,101.00 to replace the two boilers at the Kaptur Center.

DYKSTRA HEATING AND COOLING

Village of Palos Park PH: 708-935-2296 Cell: 708-935-2296 3/18/22
8999 West 123rd Street Palos Park IL 60464 Contact: Fidel Castillo Email: fcastillo@palospark.org

RE: Hot water quotes

Furnish and install one Lochinvar hot water boiler model # CHN502 with 500,000 BTU's of heat & a 3-1 Turn down (3 stages of heat) and an 85% efficiency to replace the existing Lochinvar boiler Hi-Lo gas pressure kit, low water manual cut off, and new circulating pump.
.This includes all supply and return piping, gas piping, all high low voltage wiring flue piping to existing piping, new feed valve, back flow preventor, relief valve, and all necessary materials, and remove existing from the premises to be recycled.

TOTAL JOB COST \$17,314.00

OPTION: Furnish and install 2 Lochinvar hot water boilers model CHN502 with 500,000 Btu's with 2 pumps, feed valve, manual low water cut off, relief valves, and all necessary materials the same as above.

TOTAL JOB COST \$34,101.00

Warranty: 10 YEARS HEST EXCHAGER, 1 YEAR PARTS AND LABOR

OPTION: Furnish and install 2 IBC hot water modulating boilers model IBCEX505NG with 505,000 BTU's and up to 97.9 efficiency. This includes primary & secondary piping with pumps, 2 new system circulating pumps, Hi-Lo gas pressure kit, manual low water cut off, relief valves, back flow preventors, PVC venting with combustion air intake, and all necessary materials to complete the job the same as above.

TOTAL JOB COST \$56,437.00

Warranty: 10 YEARS HEAT EXCHANGER, 2 YEARS PARTS, 1 YEAR LABOR

**PAYMENT UPON COMPLETION
PRICES GUARANTEED FOR THIRTY DAYS FROM DATE OF CONTRACT.
DOES NOT INCLUDE PERMIT FEE, IF NECESSARY.**



Proposal - NOT CHOSEN -

03-21-22

Purchaser:
Village of Palos Park
Attn: Fidel Castillo

RE: Boiler / Pump Replacement

Environment Mechanical Services is pleased to submit the following proposal to furnish the necessary labor, equipment, and materials to perform the following:

- Disconnect power by Dav-Com Electric from 2 boilers and 2 pumps.
- Disconnect and abandoned existing controls from boilers and pumps. *New controls by others.*
- Drain and disconnect existing boiler / pump systems.
- Remove and dispose of 2 boilers and 2 pumps.
- Furnish and install 2 new Lockinvar Copper Fin II 85% efficiency boilers. See attached.
- Furnish and install 2 new 1/3 HP Taco inline pumps.
- Reconnect piping, electric, combustion air intakes, and flues to new boilers.
- Utilize existing Bvent flues going up shaft to roof.
- Fill and vent system.
- Start and test all new systems operation.

Qualifications:

- Complete start up and test contingent on new Temperature Controls being complete by others.

Exclusions:

Fees and Permits; Bonds; Inspection Fees; Overtime Work; Painting; Fire Stopping; Temperature Control Wiring; Electrical Disconnects; Interlock Wiring; Electrical Starters; Repair or Guarantee of Existing Equipment or Components or Equipment or Components Furnished by Others; Responsibility for Design by Others or Information from Others; All Warrantee and Guarantees Exclude Normal Maintenance, Abuse or Acts of God;

The purchaser agrees to pay Environment Mechanical Services the sum of: \$47,400.00
Forty-seven thousand four hundred dollars

Thank You,
David DiBennardi
Senior Project Manager



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Replace and Upgrade Partridge Lane Lift Station.

BACKGROUND/HISTORY:

Over the next few years, the Public Works Department would like to start replacing the controls and adding generators to some of the older outdated sanitary lift stations. This year PW would like to upgrade and replace the Partridge Lane Sanitary Lift Station. This station is over 20 years old and does not have a standby generator. Currently if power is lost for a long period of time, the wet well must be monitored and pumped down to eliminate backups, or a mobile generator must be brought to the site and connected. Public Works would like to replace the controls and pumps at the station and add a generator and an Automatic Transfer Switch. PW sought proposals from the two (2) companies that have done work in the Village for lift stations. We received a proposal from Metropolitan Industries for equipment, not including new pumps, using Airy's for installation for a total cost of \$124,886.44. We received a proposal from Flo-Technics to provide new pumps and controls, using Martin Mechanical to provide the generator and installation for a total cost of \$109,637.64. Based on the costs provided we would like to choose the Flo-Technics/Martin Mechanical proposals. \$ 110,000.00 was put in the 2022 budget to cover these costs. However due to a 40-50 week delivery time we are pushing that budgeted amount into the 2023 budget.

STAFF RECOMMENDATION:

Staff recommends approving the proposals submitted by Flo-Technics and Martin Mechanical for new pumps, controls, and a generator for the Partridge Lane Lift Station.

RECOMMENDED MOTION:

I move to waive the bidding process and approve the proposals from Flo-Technics and Martin Mechanical in the amount of \$109,637.64 to purchase and install new equipment for the Partridge Lane Sanitary Lift Station.



FLOW-TECHNICS, INC.

PROPOSAL

Palos Park Public Works
8999 W. 123rd Street
Palos Park, IL 60464
Attn: Joe Walters/Matt Chlebek

January 19, 2022

Re: Partridge Lane

Partridge Lane Lift Station

2- ABS model XFP80E-VX.4-PE80/2-3" Vortex pump with a 10.7 HP motor, 230V, 3 phase, 1780 RPM capable of delivering 130 GPM AT 68' TDH. The pump is explosion-proof and comes complete with 49' of power cable.

2- Seal/Thermal relays to be installed in existing control panel

2- Hydro-Rail adapter brackets

1- Labor to install

1- Lot of freight to jobsite

Price \$ 17,642.00

1- USEMCO Submersible Pressure Transducer "Sentry Controller" Control Panel in NEMA 4X SS Enclosure with 24" SS leg stand. Includes (2) VFD's for phase conversion, transducer, back up floats, ATS installed in panel, and all other control components for a complete system

1- 150A – ATS to be installed in control panel

1- Lot of freight to jobsite

Price \$ 39,029.00 (does not include installation)

Page Two
Partridge Lane Lift Station
Palos Park, IL.

NOT INCLUDED:

1. Any item not specifically mentioned is not included, nor was it intended to be.
2. Sales Tax
3. Any bypass pumping to be done by Palos Park
4. New sealing flanges to be provided by Palos Park

TERMS & CONDITIONS:

Payment: Net 30 Days; no startup will be performed without 100% payment.
Prices: Valid for 30 days from date of this proposal.
Taxes: Sales taxes are NOT included.
F.O.B.: Factory – Allowed to jobsite

Respectfully submitted,
FLOW-TECHNICS, INC.

Michael E. Carney

Michael E. Carney

MARTIN MECHANICAL CORPORATION

474 Kennedy Avenue

Schererville, IN 46375

Phone: (219) 322-7333 / Fax: (219) 322-7337

Monday, January 17, 2022

Palos Park
8999 123rd St,
Palos Park, IL 60464

Attention: Joe Walters
Public Works Utility Division

Subject: Partridge Lane Generator Station

Mr. Joe Walters

We are pleased to submit our proposal for the above referenced project in the amount of:

Lump Sum Amount \$ 39,951

Please refer to the attached Clarifications for further definition of our proposal.

We look forward to working with you on this project. In the event that you have any questions or require additional information please contact me at 779-875-1051

Respectfully Yours,
Martin Mechanical Corp.

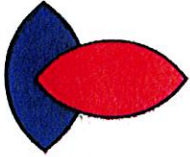
Frank Rowley
V.P

Clarifications:

- 1 Furnish & Install (1) 40kW Natural Gas generator, (**Generac sg040**), includes concrete pad.
- 2 Generator wired for 120/240V, single phase, with (1) 150A (80% rated) CB
- 3 Generator to have standard weather protective enclosure
- 4 Provide truck to set generator
- 5 F&I feeder from generator to existing MTS in cabinet
- 6 Provide control wiring to cabinet for genset
- 7 Terminate all wiring as needed
- 8 **Alternate to add ATS outside of cabinet.....\$ 6,930**
- 9 Furnish and Install new natural gas piping from Nicor provided meter to the new Generator
- 10 **Alternate to Replace existing control cabinet:.....\$6,450**

Disconnect feeders/wiring from existing cabinet

- Install new cabinet (FBO)
- Rework service feeders to new meter and into cabinet
- Re-connect existing wires into new cabinet
- Coordinate Re-energizing of service with ComEd
- Energize feeder to cabinet and confirm proper voltage



Metropolitan Industries Inc.
 37 Forestwood Dr
 Romeoville, IL, 60446-1343
 Phone: 815-886-9200
 Web: www.metropolitanind.com

Parts (Outs)

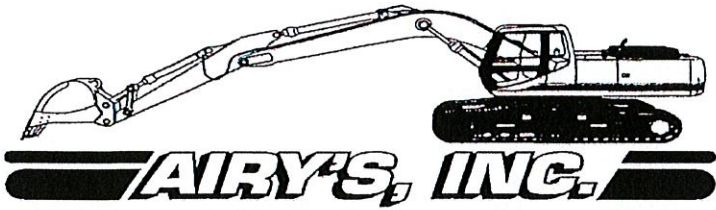
Order No.: OSQ000990
 Order Date: 1/21/2022
 Delivery Date: 1/21/2022
 Customer ID: 003080
 Currency: USD

BILL TO:		SHIP TO:	
Village of Palos Park, IL Water Dept. 8999 W 123rd St Palos Park IL 60464-1756 United States of America		Village of Palos Park, IL Water Dept. 8999 W 123rd St Palos Park IL 60464-1756	
CUSTOMER P.O. NO.	TERMS	CONTACT	
Joe	Net 30	McGladdery, Deb, dmcgladdery@metropolitanind.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	07742-001-5 HOR Carrier Assembly, S4M, S4P, S4HRC, S4MRC NOTE: 2 in stock	2.0000	EACH	1,100.0000	0%	2,200.00

Sales Total:	2200.0000
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	2,200.00

PROJECT PROPOSAL & CONTRACT



21825 Cherry Hill Road, Joliet, IL 60433
 (708) 429-0660 www.airys.com (708) 429-0795

To:
 Mr. Joe Walters
 Village of Palos Park
 8999 123rd St
 Palos Park, IL 60464

Date: 1/21/2022
Job Number: E22-514
Job Name/Location: 4" Bypass Pumping for Sanitary Lift Station
 0
 Palos Park, IL
Phone: 708-259-1331
Fax/e-mail: jwalters@palospark.org

We hereby submit specifications and estimates per plans dated: None

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10 4" Bypass Pump for Sanitary Lift Station	1	LS	\$4,365.64	\$4,365.64
TOTAL BASE BID			\$	4,365.64

- NOTES:**
- Equipment on site for a maximum of 1 week.
 - Village of Palos Park to refuel pump if necessary.
 - Airy's to only provide labor to set up and break down.
 - Pump watch by others.

The referenced amount reflects our Unit Price bid for the referenced project

The following considerations are made as part of the bid and contract documents

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration by others
- Staking & layout by others
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the confliction of utilities at crossings whether shown or not.
- Not responsible for determination of design crossing conflictions.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- Contaminated groundwater/storm water handling or disposal is not included.

- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site at trench side. Approximately. Cy
- All services to terminate at property line.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- Average sanitary manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- Average storm manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- All water main depths are calculated with 5.0' cover, added depths may require a change in unit price.
- This Proposal is based on 2022 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.
 We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:
 This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Dollars #REF!

Payment to be made monthly as work progresses, as billed, per units installed, no retention.
 Net amount due by 10th of the month following month in which work was performed.
 Should any other contract document be used, this form shall be considered an exhibit to the contract.
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-seede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.
 Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
 This proposal may be withdrawn by us if not accepted within 5 days due to the volatility of materials at this time.

Airy's Authorized Signature _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer

Signature _____

Date of Acceptance _____

Signature _____

- NOT CHOSEN -

METROPOLITAN



PUMP COMPANY
A Division of METROPOLITAN INDUSTRIES, INC.
37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343
(815) 886-9200 FAX (815) 886-4573
www.metropolitaind.com

QUOTATION

Page 1 of 1

PROJECT: Partridge Lift Station Upgrades
Palos Park, IL.

We are pleased to have the opportunity to provide this QUOTATION for the following equipment & services.

Palos Park, IL. Partridge Lift Station Controls & Generator Upgrades:

QTY	Description
1	Freestanding Stainless Steel Traffic Box (NEMA 3R - 72" Long x 21" Deep) Including:
1	Pump Control Panel (UL Approved)
1	Enclosure (NEMA 1 - Painted Steel)
1	Enclosure Interior Light & Exterior Alarm Light
1	Control Panel Disconnect with Distribution Lug Kit
2	Motor / VFD Breakers
2	Seal Fail & Motor Thermal Sensor Relays
1	Cellular Cables, Connectors, Surge Protectors & Antenna
1	LMSII Level Logic Controller
1	Operator Interface - 7" Color Touchscreen
1	Ethernet Switch & Patch Cables
1	Battery Back-up UPS
1	Float Back-up Module
1/L	Intrinsically Safe Components & Techniques
1/L	Operator Controls - H-O-A Switches & Lights
1/L	Surge Arrestors, Power Supplies, Relays, Timers, Sockets, Terminals, Wire Duct
2	Variable Frequency Drives with Fused Disconnects - Sized to convert 230 Volt 1 Phase to 230 Volt, 3 Phase
1/L	Climate Control Devices - Air Conditioner & Heater
1	SE Rated Main Disconnect Switch (100 Amp, NEMA 3R) - Mounted on Back of T-Box - See Adder #1 & #2
1	Automatic Transfer Switch (100 Amp, NEMA 3R) - Mounted on Back of T-Box - See Adder #1 & #2
1	Standby Generator - 35 kW, Natural Gas, Sound Attenuated Enclosure (Stagger VFD Start)
1/L	Freight, Start-up, SCADA, Submittal, O&M's, Load Bank Test

Your BASE BID COST for the above described equipment & services is as follows:

\$99,466.00

Notes & Clarifications:

Deduct: If a powder coated mild steel traffic box enclosure (72" long x 21" deep) is desired in lieu of stainless steel - Deduct \$7,083.00 from the above base bid amount.

Adder #1: If a stainless steel, back-to-back, traffic box enclosure (72" Long x 42" deep) is desired to incorporate a NEMA 1 S.E. Main Disconnect and NEMA 1 Automatic Transfer Switch, ADD: \$15,025.00 to the above base bid amount.

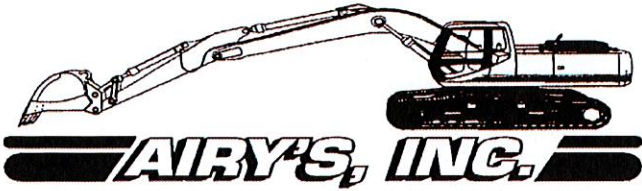
Adder #2: If a powder coated mild steel, back-to-back, traffic box enclosure (72" Long x 42" deep) is desired to incorporate a NEMA 1 S.E. Main Disconnect and NEMA 1 Automatic Transfer Switch, ADD: \$5,455.00 to the above base bid amount.

Not Included: Taxes, Bonds, Permits, Special Fees, Installation, Conduit, Wire, Concrete, ComEd Meter, Floats, Transducers, Bypass Pumping and Anything Not Listed.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Quotation No:	Keith012022MS
Firm:	_____	Submitted:	January 20, 2022
By:	_____	Void after:	30 Days
Title:	_____	Prepared By:	Keith Girup



PROJECT PROPOSAL & CONTRACT

21825 Cherry Hill Road, Joliet, IL 60433
(708) 429-0660 www.airys.com (708) 429-0795

To:
Mr. Joe Walters
Village of Palos Park
8999 123rd St
Palos Park, IL 60464

Date: 1/21/2022
Job Number: E22-513
Job Name/Location: Partridge Lift Station Controls & Generator Upgrades
Partridge Lane
Palos Park, IL

Phone: 708-259-1331
Fax/e-mail: jwalters@palospark.org

We hereby submit specifications and estimates per plans dated: None

Partridge Lift Station Controls & Generator Upgrades

Includes:

- Generator Concrete Pad. (Generator is 38" wide x 95" long)
- Traffic Box Extension.
- Generator mounting on new concrete pad.
- Conduit & Wires (Power) between ATS & Generator.
- Conduit & Wires (Signal) between ATS & Generator.
- Conduit & Wires (Signal) between PLC & Generator.
- Conduit & Wires (Battery Charger & Block Heater) between circuit breakers and generator.
- Natural Gas Primary Regulator and associated piping & valves.

TOTAL BASE BID

\$25,420.44

The referenced amount reflects our Lump Sum bid for the referenced project

The following considerations are made as part of the bid and contract documents

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration by others
- Staking & layout by others
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the confliction of utilities at crossings whether shown or not.
- Not responsible for determination of design crossing conflictions.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the

- scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site at trench side. Approx.. Cy
- All services to terminate at property line.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- Average sanitary manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- Average storm manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- All water main depths are calculated with 5,0' cover, added depths may require a change in unit price.
- This Proposal is based on 2022 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.
 We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:
 This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Twenty-five thousand four hundred twenty and 44/100----- Dollars **\$25,420.44**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.
 Net amount due by 10th of the month following month in which work was performed.
 Should any other contract document be used, this form shall be considered an exhibit to the contract.
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-seede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois. Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
 This proposal may be withdrawn by us if not accepted within 5 days due to the volatility of materials at this time.

Airy's Authorized Signature_____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer.

Signature_____

Date of Acceptance_____

Signature_____



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

CONSENT AGENDA MATTER:

Approve the Intergovernmental Agreement with IDOT for Traffic Signal Maintenance

BACKGROUND/HISTORY:

The current Intergovernmental Agreement between IDOT and the Village covering the cost for maintenance and electricity for two intersections in the Village is expiring soon. A new IGA is required for 119th Street and St. Moritz, and for LaGrange Road at 131st. At both locations, the Village is responsible for 25% of the electric costs, and at 119th and St Moritz the Village is also responsible for 25% of the maintenance costs.

STAFF RECOMMENDATION:

Staff recommends approving the new IGA with IDOT.

RECOMMENDED MOTION:

I move to approve the new IGA with IDOT to cover the cost of electricity and maintenance for the intersections of St. Moritz at 119th Street, and LaGrange Road at 131st Street.



Illinois Department of Transportation

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

August 5, 2021

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

Dear Mayor Mahoney:

Enclosed for your signature are three (3) counterparts of the Intergovernmental Master Agreement (IGA) for State maintained traffic signals on State highways within the corporate limits of Village of Palos Park (herein after called Village). The existing Master Agreement between the Village and the Illinois Department of Transportation (herein after called Department) will expire in the near future.

Please note that the IGA has these clauses:

- G. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- B Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

PLEASE BE AWARE OF THE FOLLOWING: It is imperative that the Village sign the attached IGA. The Department will not be able to authorize any payments to Village for the Department's share of utility costs until we can provide our financial department with a copy of a fully executed IGA. Therefore, in order for you to obtain reimbursement from the Department for any part of the traffic signal utility costs as shown in the Exhibit A in the Intergovernmental Agreement, we need Village to sign the attached Agreement.

Also, should the Village decide it does not have the capability of providing the required level of service to the existing traffic signal(s) listed in the attached Exhibit A, this would be the opportunity to revise the maintenance responsibility in the Exhibit A. A maintenance transfer will be determined after the approval of the District Engineer and a revised Exhibit A will be included in new IGA.

The Honorable John F. Mahoney
August 5, 2021
Page Two

Please return the three (3) partially executed agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is important that you forward the Agreement to:

Ms. Lisa E. Heaven-Baum, P.E.
Bureau Chief of Traffic Operations
Illinois Department of Transportation
201 W. Center Court
Schaumburg, IL 60196

If you have any questions or need additional information, please contact Mrs. Brenda Kanthaphixay, Agreement Specialist, at 847-705-4175.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By:
Lisa E. Heaven-Baum, P.E.
Bureau Chief of Traffic Operations

Enclosures

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Palos Park ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.
- n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
 - i. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.
 - ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.
 - iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

- iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One's EMC is generally 2 to 3 years.

3. Notice under this agreement shall be as follows:

For The DEPARTMENT:

Name and Title

Phone number

Email Address

Address

For the GOVERNMENTAL BODY:

Name and Title

Phone Number

Email Address

Address

- 4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways

Yongsu A. Kim, Chief Counsel

Date

(Approved as to form)

By: _____

Director, Division of Highways, Chief Engineer

Joanne Woodworth, Acting Chief Fiscal Officer

Date

Date: _____

By: _____

By: _____

Omer Osman, Secretary of Transportation

Date

By: _____

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Palos Park in Cook County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 7/15/21

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
123rd (McCarthy Rd) at 80th Av	TS1899	100			100			STATE
123rd (McCarthy Rd) at Wolf Rd	TS1011	100			100			STATE
US 45 (LaGrange Rd) at 131st St	TS1640	100*			75	25		STATE
US 45 (LaGrange Rd) at McCarthy Rd	TS1690	100			100			STATE
IL 7 at IL 83 at 80th Av	TS1895	100			100			STATE
IL 7 at 131st Street	TS1905	100			100			STATE
IL 83 at 119th St/St Moritz Dr	TS3530	75	25		75	25		STATE

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



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

To: G. Darryl Reed, Building Dept. Commissioner
From: Building Department
Date: March 23th, 2022
Subject: Building Department Report for Council Meeting March 28, 2022

Residents reminded to be aware about scam tactics

With Spring approaching, residents are being advised to be on the lookout for scam artists posing as contractors. Some of the warning signs that you need to be aware of are:

- People soliciting door to door. Professionals do not do this.
- Claim to be working in your neighborhood and noticed that you need repairs
- Offer a free inspection which always turns up with a major repair
- Tell you that you need to act right away
- Tell you that they have left over materials from another job that you could use
- Want to be paid in cash
- Do not provide a detailed contract
- Ask for a large down payment

Make sure that anyone doing work for you is registered with the Village and has pulled all necessary permits. The Building Department is here to help protect you from these unscrupulous individuals. Call us at 708.671.3730 to verify if a contractor is registered with the Village.

PERMITS:

The Building Department processed Fourteen (14) permits from March 9, 2022-March 23rd, 2022 resulting in \$30,512.00 in permit fees.

BUILDING PERMIT INSPECTIONS

Twelve (12) inspections were completed during this time period.

ADDRESS	PERMIT TYPE	COST
9600 W. 131 st Street	Retaining Wall	\$75.00
12454 S. 79 th Avenue	Draintile	\$150.00
9119 W. 121 st Street	Roof	\$225.00
11808 S. 85 th Avenue	Solar	\$485.00
12401 S. S. 91 st Avenue	Interior Remodel	\$150.00
6 Danmar Trail	Inground Pool	\$1,730.00
91 Old Creek Road	Fence	\$225.00
7833 W. 123 rd Place	Demo Shed	\$9,775.00
11750 S. Holmes	Shed	\$150.00
12102 S. Spring Drive	Single Family Residence	\$15,106.60
12456 S. Wolf Road	Inground Pool	\$1,690.40
11601 Walnut Ridge	Roof	\$225.00
60 Elizabeth Lane	Deck	\$300.00

12210 S. 86 th Avenue	Patio Replacement	\$225.00
	FINAL	\$30,512.00
	PREVIOUS REPORT	\$217,717.17
	TOTAL	\$248,229.17



VILLAGE OF
PALOS PARK

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

An Ordinance Approving a Plat of Consolidation (7919 W. McCarthy Road, Palos Park, Illinois).

BACKGROUND:

The Village has received an application for consolidation of 7919 McCarthy Road from Tariq Hameed & Sarwat Shaheen, the owners of the subject property. The subject property consists of three parcels containing a total of 84,344 square feet. The owner would like to consolidate the three parcels into one lot so that a building permit can be issued for the development of a new single-family home.

In December 2021 the applicants requested a side yard variance to allow for the construction of the new single-family home. The Zoning Board of Appeals held a public hearing on the request on December 8, 2021 and made a recommendation to approve (the ZBA vote was 6-0, with one absent). The side yard variance was approved by the Village Council on December 13, 2021 as Ordinance 2021-33 (the Council vote was 4-0).

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 Section 1286.02 of the Village Code, substandard contiguous parcels under common ownership are to be consolidated into a single lot. While the applicants have not yet submitted a permit application for the new house yet, they have submitted the plat of consolidation since it is a necessary step in the process for the construction of their house.

STAFF RECOMMENDATION

Staff recommends approval of the plat for the 7919 W. McCarthy Consolidation.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2022 – 09 an Ordinance Approving a Plat of Consolidation (7919 W. McCarthy Road, Palos Park, Illinois).

Attachments:

Ordinance 2022-09

Plat of Consolidation

ORDINANCE NO. 2022 – 09

**AN ORDINANCE APPROVING A PLAT OF CONSOLIDATION
(7919 W. McCarthy Road, Palos Park, Illinois)**

WHEREAS, a petition has been filed with the Village, requesting that certain land, as hereinafter described, be consolidated into a single lot; and

WHEREAS, the Village Council of the Village deems it to be in the best interests of the Village that said consolidation be authorized and allowed;

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

SECTION 1: That the consolidation, legally described as follows:

Lot 1 in Mahmoud Subdivision, consisting 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 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: Parcel 1: 23-25-300-002-0000; and
Parcel 2: 23-25-300-011-0000; and
Parcel 3: 23-25-300-003-0000.

Common Address: 7919 W. McCarthy Road, Palos Park, Illinois 60464

is hereby approved.

SECTION 2: That the Mayor and Village Clerk are hereby authorized to sign and attest to the Plat of Consolidation, attached hereto as Exhibit A and made part hereof, and are further authorized to cause a copy of the Plat of Consolidation to be recorded with the Cook County Recorder of Deeds.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval, as provided by law.

ADOPTED this 28th day of March, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 28th day of March, 2022.

John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

Exhibit A

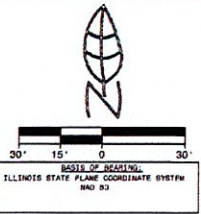
Plat of Consolidation

(attached)

7919 W. McCARTHY CONSOLIDATION

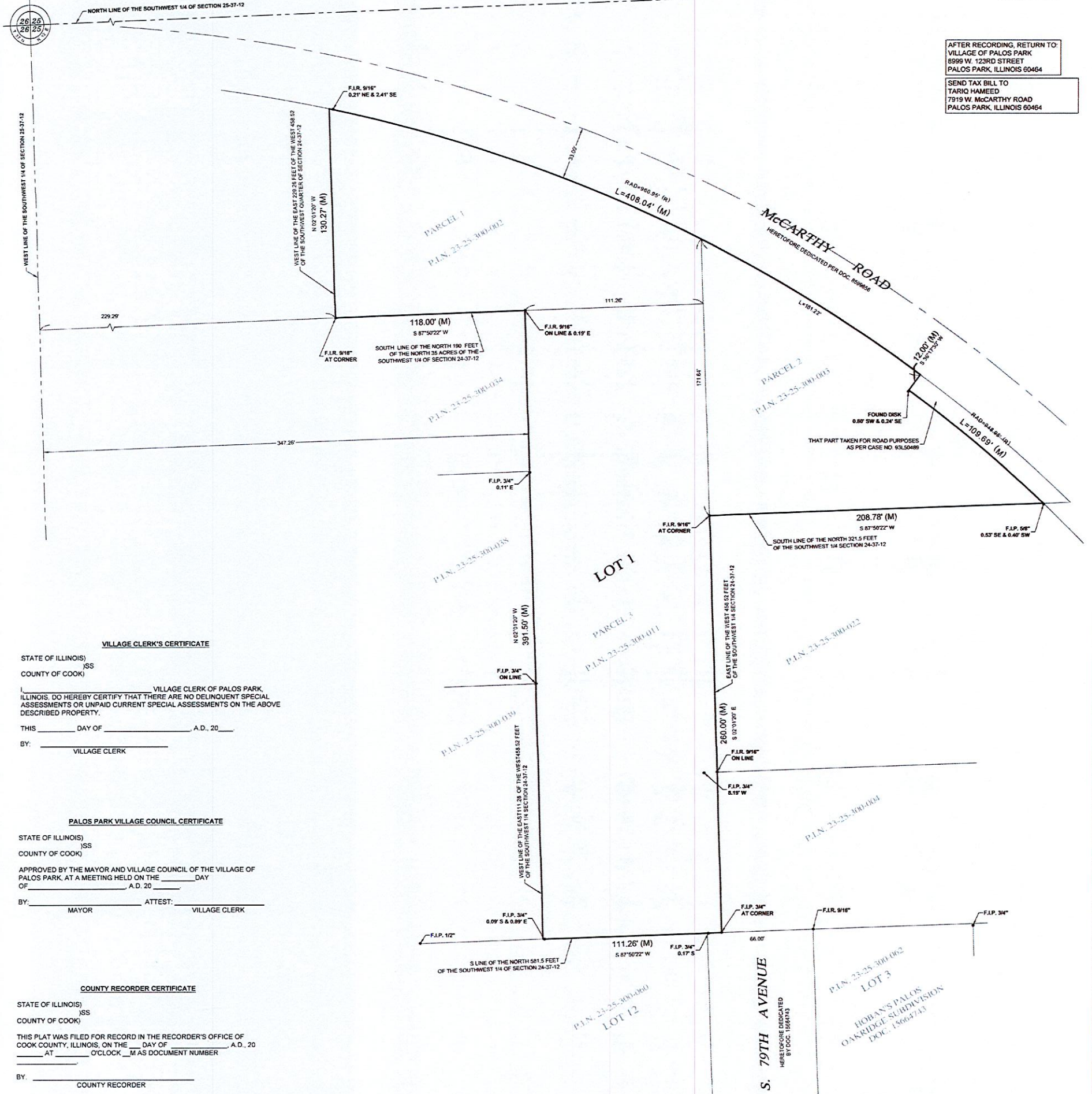
OF

PART OF THE OF THE NORTH 581.5 FEET IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF McCARTHY ROAD, IN COOK COUNTY, ILLINOIS.



PIN NUMBERS
23-25-300-002
23-25-300-003
23-25-300-011

AREA OF SURVEY:
CONTAINING 84,344 SQ. FT. OR 1.94 ACRES MORE OR LESS



AFTER RECORDING, RETURN TO:
VILLAGE OF PALOS PARK
8999 W. 123RD STREET
PALOS PARK, ILLINOIS 60464

SEND TAX BILL TO:
TARIQ HAMEED
7919 W. McCARTHY ROAD
PALOS PARK, ILLINOIS 60464

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS
I, _____ VILLAGE CLERK OF PALOS PARK, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS ON THE ABOVE DESCRIBED PROPERTY.
THIS _____ DAY OF _____ A.D., 20____
BY: _____
VILLAGE CLERK

PALOS PARK VILLAGE COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS
APPROVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALOS PARK, AT A MEETING HELD ON THE _____ DAY OF _____ A.D. 20____
BY: _____ ATTEST: _____
MAYOR VILLAGE CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS
THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D., 20____ AT _____ O'CLOCK _____ M AS DOCUMENT NUMBER _____
BY: _____
COUNTY RECORDER

PROPERTY OWNER'S CERTIFICATE FOR CONSOLIDATION

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS
THIS IS TO CERTIFY THAT THE UNDERSIGNED TARIQ HAMEED & SARWAT SHAHEEN ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THE PLAT HEREIN DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY THE STATUTE, AND AS SUCH OWNERS HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID, ALSO TO THE BEST OF MY KNOWLEDGE THE CONSOLIDATION LIES IN THE FOLLOWING SCHOOL DISTRICTS:
ELEMENTARY INTERMEDIATE: DISTRICT 118 (PALOS PARK)
HIGH SCHOOL: DISTRICT 230 CONSOLIDATED (ORLAND PARK)
COLLEGE: MORAIN VALLEY COMMUNITY COLLEGE 524 (PALOS HILLS)
BY: _____
BY: _____

NOTARY CERTIFICATE FOR OWNERS

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS
I, LISA M. BOYLE, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO CERTIFY THAT
TARIQ HAMEED
AND SARWAT SHAHEEN
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME ON THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL:
THIS 15 DAY OF MARCH, AD 2022
BY: _____
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:
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.
AND THE HERON DRAWN PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.
I FURTHER CERTIFY THAT THIS PROPERTY APPEARS, BY SCALED MEASUREMENT, TO FALL WITHIN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 17031C0612K WITH AN EFFECTIVE DATE OF 11/01/2019.
FURTHERMORE, I DESIGNATE THE VILLAGE OF PALOS PARK TO ACT AS MY AGENT, FOR THE PURPOSES OF RECORDING THIS DOCUMENT.
IRON RODS WILL BE SET AT PROPERTY CORNERS, POINTS OF CURVE, POINTS OF TANGENT AND BEND POINTS UPON COMPLETION OF MASS GRADING.
DATED, THIS 8TH DAY OF MARCH, A.D., 2022, AT LISLE, ILLINOIS
Thomas J. Cesal
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2022
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245
CLIENT: TARIQ HAMEED & SARWAT SHAHEEN
JOB NO. 21-05-2003





VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

ZBA 2021-03: An Ordinance Extending the Time Period for Compliance with Section 1264.09(a) of the Palos Park Village Code by Six (6) Months, With Respect to the Corner Yard Setback and Rear Yard Setback Variations Approved Pursuant to Ordinance 2021-11, Adopted April 26, 2021, Entitled “An Ordinance Approving Corner Side Yard Setback and Rear Yard Setback Variations (12100 S. 86th Avenue).”

BACKGROUND/HISTORY:

On April 26, 2021, the Village Council approved Ordinance 2021-11, granting a corner side yard setback variance of 23.77 feet from the required 50 foot setback, and a rear yard setback variance of 30 feet from the required 50 foot setback; to allow for the construction of an attached garage addition for the property commonly known as 12100 S. 86th Avenue. The Council vote was 5-0.

Per Section 1264.09(a) of the Village Code “no variation relative to the erection or alteration of a building or structure shall be valid for longer than one year from the date of the approval of the variation, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.”

The applicant has not yet submitted for a building permit. The applicant has stated that the original contractor has left the project and they have had a difficult time securing a new contractor. Per Section 1264.09(c) the applicant has requested a six-month extension for the approved variances, to allow for more time to apply for and obtain the necessary building permit.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2022-11 an Ordinance Extending the Time Period for Compliance with Section 1264.09(a) of the Palos Park Village Code by Six (6) Months, With Respect to the Corner Yard Setback and Rear Yard Setback Variations Approved Pursuant to Ordinance 2021-11, Adopted April 26, 2021, Entitled “An Ordinance Approving Corner Side Yard Setback and Rear Yard Setback Variations (12100 S. 86th Avenue).”

Attachments:

Extension Request

Ordinance 2022 - 11

Mark Herman

From: Kathie May
Sent: Wednesday, March 2, 2022 2:45 PM
To: Permits
Subject: Fwd: Variance Extension

Sent from my iPhone

Begin forwarded message:

From: Anthony Valcarcel <anthony.j.valcarcel@gmail.com>
Date: March 2, 2022 at 2:42:23 PM CST
To: Kathie May <kmay@palospark.org>
Subject: Variance Extension

Hi Kathie!

As our deadline for our granted variance for our garage project inches closer, I feel like now is the time to ask for an extension. We are having an extremely difficult time landing a contractor, as our original contractor flew the coop. Please let me know if there is anything else you need me to provide to you for this extension to be approved. Thanks again for all of your help.

Anthony Valcarcel

ORDINANCE NO. 2022 – 11

**AN ORDINANCE EXTENDING THE TIME PERIOD FOR COMPLIANCE
WITH SECTION 1264.09(a) OF THE PALOS PARK VILLAGE CODE
BY SIX (6) MONTHS, WITH RESPECT TO THE
CORNER YARD SETBACK AND REAR YARD SETBACK VARIATIONS APPROVED
PURSUANT TO ORDINANCE NO. 2021-11, ADOPTED APRIL 26, 2021, ENTITLED
“AN ORDINANCE APPROVING CORNER SIDE YARD SETBACK AND REAR YARD
SETBACK VARIATIONS
(12100 S. 86th Avenue)”**

WHEREAS, pursuant to Ordinance No. 2021-11, adopted April 26, 2021, entitled “AN ORDINANCE APPROVING CORNER SIDE YARD SETBACK AND REAR YARD SETBACK VARIATIONS (12100 S. 86th Avenue)” (the “Variation Ordinance”), the Village Council approved corner yard and rear yard setback variations relative to the construction of an attached garage addition on the property legally described as follows:

LOT 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN WINSLOW MAHOFFEY’S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 23-26-107-020-0000

Common Address: 12100 South 86th Avenue, Palos Park, Illinois (hereinafter the “Subject Property”); and

WHEREAS, pursuant to Section 1264.09(a) of the Palos Park Village Code, the owner of the Subject Property was obligated to obtain a building permit and commence construction relative to the attached garage addition within twelve (12) months of the approval of the aforementioned Variation Ordinance; and

WHEREAS, the owner of the Subject Property has filed a timely request for a six (6) month extension, relative to compliance with the aforementioned provisions of Section

1264.09(a) of the Palos Park Village Code, as provided for in Section 1264.09(c) of the Palos Park Village Code (the "Extension Request"); and

WHEREAS, the Village Council finds that, based on the information provided in the Extension Request, the owner of the Subject Property has shown good cause for the approval of the Extension Request;

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

SECTION 1: That, pursuant to Section 1264.09(c) of the Palos Park Village Code, the owner of the Subject Property is hereby given a six (6) month extension for compliance with the provisions of Section 1264.09(a) of the Palos Park Village Code, such that building permits shall be obtained and construction shall commence, relative to the attached garage addition, and the Variation Ordinance in relation thereto, on or before October 26, 2022.

SECTION 2: That all other provisions of the Variation Ordinance shall remain in full force and effect, as if set forth herein.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval, as provided by law.

ADOPTED this 28th day of March, 2022, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 28th day of March, 2022.

John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Village Clerk

Palos Park Police offer free Bike Helmets to all Palos Park youngsters

All bike riders should wear bicycle helmets, Stop into PPPD and get yours!

What makes for a great biking venue, biking trails and an abundance of stunning places to ride. Mayor Mahoney often chats with bike advocates and transportation officials believes Palos Park's riding culture benefits everyone from the kids who ride for fun to the retiree who takes a weekend biking trip.

The overarching goal of the Palos Park Bikeways and Trails Plan is to improve the Village's mobility network by providing bicycle connectivity throughout the Village and to nearby key destinations. These include the non-contiguous sections of the Village, neighboring communities, the Cal-Sag and Sag Valley Trails and other Forest Preserve District of Cook County (FPDCC) amenities. The plan will strive to ensure the safety, comfort, and convenience of bicyclists

The Palos Park Peddlers Bike Club mission statement includes the promotion of biking safety and an active and healthy lifestyle for all ages. Throughout the year the group coordinates bike events and keeps up to date with bike news in our area

Why is it important to wear a bicycle helmet?

All bike riders should wear bicycle helmets. Each year in the United States, about 800 bicyclists are killed and another 500,000 end up in hospital emergency rooms. About 2/3 of the deaths and 1/3 of the injuries involve the head and face. Wearing a helmet can reduce the risk of head injury to bicyclists by as much as 85 percent.

What else can be done to encourage helmet use?

To encourage your child to wear a helmet, start the helmet-wearing habit early. All bike riders — including those riding a tricycle — should wear a bicycle helmet. As long as the helmet fits properly, let your child pick out his or her helmet. Children will be more apt to wear a helmet if they have selected it or decorated it with stickers. Adults should set an example and wear a helmet when biking.



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Approve 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 Village is fortunate to have strong revenue sources available to pay principal and interest on the bonds, while still maintaining excess resources to provide additional roadway improvements in the future. The Village Council adopted Ordinance number 2020-05 on March 9, 2020, creating a local 3¢ Municipal Motor Fuel Tax. Revenue collected from the Village's 3¢ Municipal Motor Fuel Tax, as well collections from the Village's ½% Non-Home Rule Municipal Retailers' Occupation Tax are being pledged to pay debt service, with no impact to property taxes anticipated. Village staff estimates that the Village's 3¢ Municipal Motor Fuel Tax will bring in \$198,000 annually and that the ½% Non-Home Rule Municipal Retailers' Occupation Tax will bring in \$311,000 annually. The Village's municipal advisor, Speer Financial Inc. (Speer), has estimated that future debt service payments could range between \$210,525 to \$215,125 annually over the life of the bonds through 2041.

Speer has prepared a preliminary timetable for this bond issuance, with the proposed bond sale closing on April 12th.

The Dells area has been identified as the area most in need of improvement, when considering the extent of not only roadway improvements needed, but also the related stormwater drainage improvements that are necessary to help maintain the integrity of the roadway surface well into the future. Funding from the bonds will pay for roadway improvements beyond just the Dells area. The exact roads are still being evaluated by Village staff.

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 2022-10, titled "An Ordinance Providing for the Issuance of \$3,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois, for the purpose of constructing public improvements within the Village, providing for the alternate revenue source and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof

ORDINANCE NO. _____

AN ORDINANCE providing for the issuance of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois, for the purpose of constructing public improvements within the Village, providing for the alternate revenue source and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Palos Park, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipality and unit of local government of the State of Illinois, and is operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"); and

WHEREAS, the Village Council of the Village (the "*Village Council*") has determined that it is advisable, necessary and in the best interests of the Village to borrow money to pay the costs of infrastructure improvements within the Village, including repairing, maintaining and improving Village roads and roadway drainage systems, and other related capital projects (the "*Project*"); and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

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

WHEREAS, the Village Council has determined that in order to pay the costs of the Project, it is necessary and in the best interests of the Village to borrow the sum of \$_____ and issue bonds of the Village therefor; and

WHEREAS, pursuant to the provisions of Section 15 of the Debt Reform Act, whenever there exists a revenue source, the Village is authorized to issue “alternate bonds,” being general obligation bonds payable from such revenue source; and

WHEREAS, the Village Council, on the 13th day of December, 2021, adopted an ordinance (the “*Authorizing Ordinance*”), authorizing the issuance of certain alternate bonds, being general obligation bonds payable from revenue sources as provided by the Debt Reform Act (the “*Alternate Bonds*”), in an amount not to exceed \$3,000,000 for the Project; and

WHEREAS, on the 17th day of December, 2021, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Daily Southtown*, a newspaper having a general circulation in the Village; and

WHEREAS, no petition has ever been filed with the Village Clerk of the Village (the “*Village Clerk*”) requesting that the question of the issuance of the Alternate Bonds be submitted to referendum; and

WHEREAS, the Alternate Bonds to be issued will be payable from (i) all collections distributed to the Village from the Municipal Motor Fuel Tax pursuant to Section 8-11-2.3 of the 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 (the “*Pledged Revenues*”) and (b) to the extent the Pledged Revenues are insufficient to pay the Alternate Bonds, from ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the “*Pledged Taxes*”); and

WHEREAS, the Village Council has heretofore determined and does hereby determine that the Pledged Revenues will be sufficient to provide or pay in each year to final maturity of the

proposed Alternate Bonds an amount not less than 1.25 times debt service of the Alternate Bonds, there being no other alternate bonds payable from the Pledged Revenues; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by the most recent audit of the Village for the fiscal year ended December 31, 2020 (the “*Audit*”); and

WHEREAS, the Bond Issue Notification Act, as amended (“*BINA*”), provides that before adopting an ordinance selling the Alternate Bonds the Village Council must hold at least one public hearing (the “*Hearing*”) concerning the Village’s intent to sell the Alternate Bonds and that the Village Clerk shall publish notice of the Hearing (the “*Notice*”) in a newspaper of general circulation in the Village not less than 7 nor more than 30 days before the date of the Hearing; and

WHEREAS, the Village Council fixed the date of the Hearing for the 14th day of March, 2022; and

WHEREAS, the Village Clerk published the Notice on the 4th day of March, 2022, in the *Daily Southtown*, being a newspaper of general circulation in the Village; and

WHEREAS, the Village Council has held the Hearing, and at the Hearing the Village Council explained the reasons for the proposed Alternate Bonds and permitted persons to be heard and opportunity to present written or oral testimony thereon; and

WHEREAS, the Hearing was finally adjourned on the 14th day of March, 2022, and at least 7 days have passed since said adjournment; and

WHEREAS, the Village Council has heretofore, and it hereby is, determined that the Village has complied with the BINA in all particulars; and

WHEREAS, the Village Council has been authorized to issue the Alternate Bonds to the amount of \$3,000,000 in accordance with the provisions of the Debt Reform Act and the Authorizing Ordinance; \$-0- of such bonds have heretofore been issued by the Village; and the

Village Council hereby determines that it is necessary and advisable that there be issued \$ _____ of the authorized amount at this time; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Tax Limitation Law does not include "extensions ... made for payments of principal and interest on bonds issued under Section 15 of the [Debt Reform Act]"; and

WHEREAS, the County Clerk of The County of County, Illinois (the "*County Clerk*"), is therefore authorized to extend and collect said direct annual *ad valorem* tax so levied for the payment of the Alternate Bonds without limitation as to rate or amount:

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

Section 1. Incorporation of Preambles. The Village Council hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does hereby incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interest of the Village for the Village to undertake the Project and to issue the Alternate Bonds to enable the Village to pay the costs thereof. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Debt Reform Act; and these findings and determinations shall be deemed conclusive.

Section 3. Authorization and Determination to Issue Bonds. It is necessary and in the best interests of the Village to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purposes. It is hereby found and determined

that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Municipal Code, as amended, as further supplemented by the Debt Reform Act; and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive. It is hereby found and determined that the Village Council has been authorized by law to borrow the sum of \$3,000,000 upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in said amount, the proceeds of said bonds to be used for the Project, and that it is necessary and for the best interests of the Village that there be issued at this time \$_____ of the bonds so authorized.

Section 4. Bond Details. There be borrowed by for and on behalf of the Village the sum of \$_____ for the purpose aforesaid, and that bonds of the Village shall be issued in said amount and shall be designated “General Obligation Bonds (Alternate Revenue Source), Series 2022” (the “Bonds”). The Bonds shall be dated April 12, 2022; and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially (subject to prior redemption as hereinafter set forth) on December 1 of each of the years, in the amounts and bearing interest at the rates percent per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	RATE OF INTEREST (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Bonds shall bear interest from their dated date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2022. Interest on each Bond shall be paid by check or draft of The Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding each interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated corporate trust office of the Bond Registrar.

Section 5. Redemption. The Bonds maturing on or after December 1, 20__, shall be subject to redemption prior to maturity at the option of the Village as a whole or in part in integral

multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the books of the Village kept by the Bond

Registrar to evidence the registration and transfer of the Bonds (the “*Bond Register*”) or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed

shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or facsimile signature of the Mayor of the Village (the “*Mayor*”) and attested with the manual or duly authorized facsimile signature of the Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such

certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause the Bond Register to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding the interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof. If requested by the Purchaser (as hereinafter defined), upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, including the

Finance Director of the Village, and the Bond Registrar are each authorized to execute and deliver on behalf of the Village such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective

attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 8(a) hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 9. Form of Bonds. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter, as may be appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF PALOS PARK

GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2022

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 1, 20__ Date: April 12, 2022 CUSIP: 697579 ____

Registered Owner: CEDE & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Palos Park, Cook County, Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2022, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the

Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and

will comply with all the covenants of and maintain the funds and accounts as provided by the ordinance adopted by the Village Council of the Village on the 28th day of March, 2022 (the "*Ordinance*"), authorizing the issuance of the Bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Village of Palos Park, Cook County, Illinois, by its Village Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor of the Village, and to be attested by the manual or duly authorized facsimile signature of the Village Clerk of the Village, and has caused the seal of the Village to be affixed hereto or printed hereon, all as of the Dated Date identified above.

SPECIMEN

Mayor

Attest:

SPECIMEN
Village Clerk

[SEAL]

Date of Authentication: April 12, 2022

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois.

By _____
SPECIMEN
Authorized Official

[Form of Bond - Reverse Side]

VILLAGE OF PALOS PARK

COOK COUNTY, ILLINOIS

GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2022

[6] This Bond is one of a series of bonds issued by the Village for the purpose of constructing infrastructure improvements within the Village, including repairing, maintaining and improving Village roads and roadway drainage systems, and other related capital projects, pursuant to and in all respects in full compliance with the provisions of the Local Government Debt Reform Act of the State of Illinois and the Illinois Municipal Code (the “*Code*”), each as supplemented and amended (the “*Applicable Law*”). The Bonds are issued pursuant to the Ordinance, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

[7] The Bonds are payable from (i) all collections distributed to the Village from the Municipal Motor Fuel Tax 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 (the “*Pledged Revenues*”) and (b) to the extent the Pledged Revenues are insufficient to pay the Alternate Bonds, from ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the “*Pledged Taxes*”). Additional Bonds, secured ratably and equally by the Pledged Revenues, or by any portion thereof, may be issued in the future as provided in the Ordinance and Applicable Law. The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation

as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of Applicable Law.

[8] Bonds of the issue of which this Bond is one maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity

of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of the Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Village (the “*Treasurer*”), and be by the Treasurer delivered to Robert W. Baird & Co., Inc., Naperville, Illinois, the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being \$_____, plus accrued interest, if any, to date of delivery; the contract for the sale of the Bonds (as evidenced by an executed bid, the “*Purchase Contract*”) heretofore entered into is in all respects ratified, approved and confirmed and the officers of the Village designated in the Purchase Contract are authorized and directed to execute the Purchase Contract on behalf of the Village, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds is hereby ratified, approved and authorized; the execution and delivery of said final Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 11. Treatment of Bonds As Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes (together, the “*Pledged Moneys*”) and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory

limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year of the Village, in accordance with the Debt Reform Act.

Section 12. Bond Fund. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the “2022 Alternate Bond Fund” (the “Bond Fund”). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Moneys for any of the Bonds. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts of the Bond Fund, designated the Pledged Revenues Account and the Pledged Taxes Account. All Pledged Revenues to be applied to the payment of the Bonds shall be deposited to the credit of the Pledged Revenues Account and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Any Pledged Taxes received by the Village shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds at maturity, and as provided in Section 15 of the

Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes, the Pledged Taxes:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2022	\$ for interest and principal up to and including December 1, 2023
2023	\$ for interest and principal
2024	\$ for interest and principal
2025	\$ for interest and principal
2026	\$ for interest and principal
2027	\$ for interest and principal
2028	\$ for interest and principal
2029	\$ for interest and principal
2030	\$ for interest and principal
2031	\$ for interest and principal
2032	\$ for interest and principal
2033	\$ for interest and principal
2034	\$ for interest and principal
2035	\$ for interest and principal
2036	\$ for interest and principal
2037	\$ for interest and principal
2038	\$ for interest and principal
2039	\$ for interest and principal
2040	\$ for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of Section 15 hereof, the Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the

ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 14. Filing of Ordinance. Forthwith upon the passage of this Ordinance, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk. The County Clerk shall in and for each of the years required ascertain the rate percent necessary to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 15. Abatement of Pledged Taxes. Whenever and only when other funds from any lawful source, including, specifically, Pledged Revenues, are made available for the purpose of paying any principal of and interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Village Council will, by proper proceedings, direct the deposit of such funds into the Bond Fund and further will direct the abatement of the Pledged Taxes for the Bonds by the amount so deposited. A certified copy or other notification of any such proceedings abating the Pledged Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 16. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain outstanding, as follows:

A. The Village pledges the Pledged Revenues to the payment of the Bonds, and the Village Council covenants and agrees to provide for, collect and apply Pledged Revenues, or any combination thereof, to the payment of the Bonds as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the most recent audit of the Village, and the reference to and acceptance of such audit by the Village Council shall be conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the Village will continue to deposit and apply the Pledged Revenues and, if applicable, the Pledged Taxes as provided herein. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the Village will take no

action or fail to take any action which in any way would adversely affect the ability of the Village to levy the Pledged Taxes and to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, as provided herein.

H. The outstanding Bonds shall be and forever remain until paid the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 17. Additional Bonds. The Village reserves the right to issue additional bonds from time to time payable from the Pledged Revenues or any portion of the Pledged Revenues, and any such additional bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however*, that no such additional bonds shall be issued except upon compliance with the provisions of the Debt Reform Act as the Debt Reform Act is currently written.

Section 18. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received on the delivery of the Bonds, shall be deposited to the credit of the Bond Fund and applied to pay first interest due on the Bonds.

(b) Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the costs of the Project, and that portion thereof not needed to pay such costs of issuance shall be set aside in a separate fund hereby created and designated as the "Project Fund" (the "*Project Fund*"), which the Village shall maintain as a separate and segregated account. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto, including costs of issuance of the Bonds.

(c) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 19. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the

Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Village Council hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the Mayor, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Village Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Village Council further agrees: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely

manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Designation of Issue. The Village hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto.

Section 22. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 23. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the

Certificates and other debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the Village that (i) the Village Council adopt policies with respect to record-keeping and post issuance compliance with the Village’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Village Council hereby adopts the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Finance Director of the Village (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Village Council at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Village Council stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Village Council.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the “*Contracts*”), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Village Council of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Village Council, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village’s staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the “*Tax Agreements*”) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements

periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Village Council. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 24. 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 25. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage and approval.

ADOPTED by the Village Council on March 28, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on March 28, 2022.

Mayor, Village of Palos Park,
Cook County, Illinois

Attest:

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

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

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 Village Council thereof.

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 28th day of March, 2022, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois, for the purpose of constructing public improvements within the Village, providing for the alternate revenue source and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

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 conducted 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 location where said meeting was held and 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 the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Village Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 28th day of March, 2022.

Village Clerk

(SEAL)
[ATTACH EXHIBIT A]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the “*County*”), and as such officer I do hereby certify that on the ____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance No. _____, entitled:

AN ORDINANCE providing for the issuance of \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2022, of the Village of Palos Park, Cook County, Illinois, for the purpose of constructing public improvements within the Village, providing for the alternate revenue source and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the “*Ordinance*”) adopted by the Village Council of the Village of Palos Park, Cook County, Illinois, on the 28th day of March, 2022, and approved by the Mayor of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of _____, 2022.

County Clerk of
The County of Cook, Illinois

(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: March 28, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Autumn In The Park Festival 2022 Tent Rental Company vendor.

BACKGROUND/HISTORY:

In 2017 and again in 2019 the Village received quotes from tent rental companies to service the Autumn In The Park Festival. A few of the specifications for the quotes were based on the event needs which include:

60' x 120' Main Tent
120' x 10' Food Vendor tents with counters
120' x 10' Food Vendor tent flooring
10' x 10' Talent tent
24' x 20' x 32" Stage with skirting and steps

Tables

Chairs

Lighting in the main tent, food vendor area, spider boxes, electric cords, cable ramps and side walls.

From 2017 through 2021, Ultimate Rental Services, Inc had been awarded the Autumn In The Park tent contract. When contacted this year, they told the Village they could not serve our account as they no longer stock large tents. Big Tent Events was the tent rental vendor for the Village from 2012-2016, and when quoted, were the first runner up in pricing. The awarded contract fees for past contracts were \$14,451 in 2018, and \$16,706 in 2019 including generators. In 2021, the Village paid \$13,382 to the tent rental company and another \$3,100 for power generators.

Big Tent Events has quoted a price of \$17,848.50 for tent and equipment rental for this years Autumn In The Park Festival. The Village will secure power generators through another vendor. Staff's experience with Big Tent Events was very positive, and they serviced our event very well in the past. Some of the main areas of price increases are the rental of the large tent, which includes labor; this item alone is priced 22% higher than last year; also up in price was the vendor tents and subflooring. The Village has been quoted for a large food vendor tent, depending on the number of food vendors interested, the size, and rental fee could be reduced.

RECOMMENDATION:

Staff recommends approval to award the 2022 Autumn In The Park Festival tent and equipment rental contract to Big Tent Events of Carol Stream, IL for \$17,848.50.

RECOMMENDED MOTION:

I move to approve the contract from Big Tent Events of Carol Stream, IL in the amount of \$17,848.50 to provide tents, flooring, lights and staging at the 2022 Autumn In The Park Festival.



Big Tent Events

255 Commonwealth Dr., Carol Stream, IL 60188
 Phone: (630) 690-8500 Fax: (630) 544-2833 Emergency: (630)708-8593
 Website: www.bigtentevents.com Email: info@bigtentevents.com

ORDER #: 76297	Village of Palos Park Boehm, Rick	(708)671-3700	(708)671-3762
BILL TO: Village of Palos Park-Recreation Center 8901 W 123rd St, Palos Park, IL 60464		DATE ORDERED: Sat, Mar, 12, 2022	CONTACT EMAIL ADDRESS: rboehm@palospark.org
DELIVER TO: Village Green of Palos Park 8901 W 123 St., Palos Park, IL 60464		SALES PERSON: David S.	FINAL PAYMENT METHOD: Check
		INITIAL DATES:	
Delivery	DELIVERY ARRIVAL WINDOW: Date: Wed, Sep, 14, 2022 Time: Wed/Thur 7am - 5pm	EVENT START: Date: Fri, Sep, 16, 2022 Time: 6:00 pm	EVENT END: Date: Sat, Sep, 17, 2022 Time: 11:00 pm
		PICKUP ARRIVAL WINDOW: Date: Mon, Sep, 19, 2022 Time: Mon/Sun 7am - 5pm	

Installation Notes:

Setup: Grass // Location: See Site Map // Obstacles: // Sprinklers:

>> Special instructions:

Lights 10x120 - 1 strand edison down the center from end to end.

Lights 60x 120 - Perimeter lighting from start at Center Poles by stage and go away from stage. Do NOT hang lights on side or back of stage.

Light Poles - 4 runs of 75 feet of cafe lights between the large tent and the food tents. Each row starts at the 60 wide tent legs, then goes to a light pole 20 feet away and then a light pole 20 feet away and then tie off to the food vendor tents. Tie lights to tent legs.

CALL (708)671-3762 Rick

Qty	Description	Unit Price	Bill. Days	Total
*NOTES				
1	NOTE - Tent Policy <i>No grilling within 30' of tent. Evacuate tent if winds are over 25mph.</i>	\$0.00	1	\$0.00
10x 10 TENT				
1	TENT - Frame 10' x 10' White	\$150.00	1	\$150.00
10x120 FOOD VENDORS - COUNTERS ON FRONT				
1	TENT - Frame 10' x120' White Expandable	\$1,695.00	1	\$1,695.00
12	TA - 10' Counters B w/ Skirts <i>10' Counter with White vinyl skirt.</i>	\$30.00	1	\$360.00
2	LIGHT - Edison Lights 24 Bulb - White <i>48 Feet - 24 Bulbs. Bulbs spaced approximately 2 feet.</i>	\$85.00	1	\$170.00
1	LIGHT - Edison Lights 10 Bulb - White <i>21 Feet - 10 Bulbs. Bulbs spaced approximately 2 feet.</i>	\$45.00	1	\$45.00
3	LIGHT - LABOR - Lighting <i>Covers the installation and removal of lights.</i>	\$15.00	1	\$45.00
60X 120 MAIN TENT				
1	TENT - Pole 60' x120'	\$7,200.00	1	\$7,200.00
4	LIGHT - White Center Pole Ring Light (6)	\$85.00	1	\$340.00
5	LIGHT - Edison Lights 24 Bulb - Amber <i>48 Feet - 24 Bulbs. Bulbs spaced approximately 2 feet.</i>	\$85.00	1	\$425.00

60X 120 MAIN TENT

9	LIGHT - LABOR - Lighting <i>Covers the installation and removal of lights.</i>	\$15.00	1	\$135.00
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CHAIRS

30	CT - Folding Chairs Brown	\$1.25	1	\$37.50
1	CT - NO SETUP/TAKEDOWN CHAIRS <i>Client will be responsible for setting up & breaking down chairs, if chairs are not stacked the same way they were delivered & ready in the same location they were dropped off in by the start of pick up window, client will be charged \$0.80 per chair.</i>	\$0.00	1	\$0.00

LIGHTING

8	LIGHT - ACCESSORIES - Light Poles 10'6" Height	\$95.00	1	\$760.00
12	LIGHT - Mini Clear Cafe Lights 25FT	\$40.00	1	\$480.00

POLE TENT PARTS

10	TP POLE - POLES - 10' Side Pole Aluminum	\$15.00	1	\$150.00
24	TP POLE - POLES - 10' Wood Side Pole (White)	\$10.00	1	\$240.00
6	TP POLE - POLES - Center Pole for 60' - 3 foot Extension for 10' Legs	\$0.00	1	\$0.00

SIDEWALL

8	TENT - Sidewall Solid 20'L x 10'H Velcro *B*	\$60.00	1	\$480.00
4	TENT - Sidewall Solid 20'L x 10'H Velcro *A*	\$60.00	1	\$240.00
4	SL - TENT - Sidewalls 10Hx20L	\$60.00	1	\$240.00

STAGE 24WX20DX32H

30	STAGE - Biljax Multi Stage <i>4x4 Stage Panel</i>	\$45.00	1	\$1,350.00
42	STAGE - Biljax Leg Assembly 30" <i>4x4 Stage Panel</i>	\$0.00	1	\$0.00
42	STAGE - Biljax Leg Assembly Rubber Foot <i>4x4 Stage Panel</i>	\$0.00	1	\$0.00
6	SL - MISC - Stage Skirting 32" x 16	\$48.00	1	\$288.00
1	SL - STAGE - Accessories - Stage Steps with Handrail (For use with 24" - 36" Stage) <i>2 Steps. If stage is at 16" height, top step is level with stage. If stage is at 24" height, the stage will be the top step.</i>	\$85.00	1	\$85.00

STAGE DRUM RISER 8'WX8'DX8"H

4	STAGE - LABOR - Setup / Takedown Stage <i>Covers installation and removal of stage pieces.</i>	\$10.00	1	\$40.00
1	STAGE - StageTek 8' x 8' x 8"H	\$240.00	1	\$240.00
2	STAGE - Accessories - Black Skirt 8" Tall x 16' Long	\$24.00	1	\$48.00

TABLES

30	CT - 8 FT Banquet Table Wood <i>30" Wide Wood Top -- 30" Tall -- Seats 8-10* Adults. *Some table legs make for tighter seating at heads of table.</i>	\$10.00	1	\$300.00
1	CT - NO SETUP/TAKEDOWN TABLES <i>Client will be responsible for setting up & breaking down tables; if tables are not stacked the same way they were delivered & ready in the same location they were dropped off in by the start of pick up window, client will be charged \$2.50 per table.</i>	\$0.00	1	\$0.00

TENT FLOORING

90	TA - Sub-Flooring Dura-Trac 4' x 4' <i>Sub flooring & labor.</i>	\$20.00	1	\$1,800.00
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Item Subtotal: \$17,343.50
 Delivery Fee: \$505.00
TOTAL: \$17,848.50

Amount Paid: \$0.00
Balance Due: \$17,848.50

Customer Notes:

Customer to have Big Tent Events additionally insured for any damage to equipment to remove damage waiver.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON ALL PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE LESSEE NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS

THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TIPS APPRECIATED

Customer Signature _____

Date _____

Lessee agrees to be bound by the terms and conditions of this agreement.

TERMS AND CONDITIONS

Big Tent Events, Inc. ("Lessor") hereby leases to the lessee (Lessee), and the lessee hereby leases from the Lessor the materials and equipment discussed on the previous page(s) of this agreement (hereinafter called "equipment") and agrees to provide the services incident thereto at the price set forth herein and subject to the following terms and conditions.

1. General Release/Indemnity/Hold Harmless: Lessee assumes all risks and liability for the use and operation of the equipment and for personal injuries and property damage arising from or incidental thereto; and lessee shall protect, defend, indemnify, and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to the lessee and his/her guests on account of personal injury or death, or damage to property, growing out of incident to or resulting directly or indirectly from the performance of this rental agreement, from any cause whatsoever, except claims or litigation arising through the sole gross negligence or willful misconduct of Big Tent Events, Inc.

2. Safety: Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of checking weather conditions and admittance of people in the tent and will evacuate all people from the tent if wind gusts exceed 35 mph or constant wind speeds in excess of 20mp. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Big Tent Events, Inc. from and against any and all liability, claims, judgments, attorneys fees, and costs, of every kind and nature, including, but not limited to, any injury, death, damage, claim, or liability however caused, except claims or litigation arising through the sole gross negligence or willful misconduct of Big Tent Events, Inc. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier or any specific item, Customer specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

3. Cancellation Policy: All reservations with BIG TENT EVENTS require a 50% deposit in advance of the event. The deposit amount will be applied to the total charges due. We do allow cancellations with written notice prior to 30 days of your event, and then Lessee's deposit will be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. Cancellations within 30 days of the event will be put on your account as a credit for the deposit amount and can be used for rescheduling within 12 months of the original event date. Cancellations can not be made via email, voicemail or fax. Should you cancel within 24 hours of your delivery day, you will be charged the full fee for the event.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from BIG TENT EVENTS, as Lessor, that certain equipment described on the front side of this Agreement. Lessee understands all pricing is cash pricing which includes payments of cash, check, ACH, and cashiers checks. A 3% convenience charge will be accessed to all credit card payments. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Event Start Date - Event End Date" on the front side of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or any other causes.

5. Delivery: Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of this Agreement. Customer grants to Lessor the right to enter the property at the said street address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Lessee agrees to provide at his expense, sufficient unobstructed space for delivery, installation, dismantlement and removal of all equipment, and access to such space. Normal delivery would include ground level areas, accessible to our trucks, unless otherwise stated on face of contract. Prior to the removal of equipment, lessee shall remove all personal property of lessee or third party which therefore has been protected by Lessors equipment. If any such personal property is not removed as required, prior to removal of equipment, Lessor may enter the premises, move or remove any such personal property at lessee's risk and cost, and remove equipment without further notice, and lessee hereby indemnifies Lessor from any cost, expense, or liability arising there from. Delivery is to ground floor only. Costumer is responsible for moving equipment up and down any stairs. Business Check, Cashiers Check, Money Order or Cash for the balance is due when the driver arrives to set-up the equipment. If the cashiers check/money order/cash is not ready when the driver arrives, the driver reserves the right to go to their next event and set up your event after they are done with all of their other deliveries, and no guarantees will be made that your equipment will be set up at the start of your event.

6. Permits/Fees: Lessee covenants that he shall secure all permits, licenses, consents, etc., required for the installation, maintenance, and use of equipment, and incur the cost thereof. The Lessee acknowledges they are responsible for requesting and attaining all permits required. In the event that the order is cancelled or the Lessee does not accept delivery due to lack of permits, the Lessee is responsible for the full amount of the agreement.

7. Receipt/Inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will inspect the installation of the rental equipment and will personally inspect the rental items prior to its use. Should the customer determine that rental items are not suitable or damaged upon delivery, Lessor agrees to provide suitable items as agreed upon by lessor and customer. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs or any damage is found. Furthermore, the Customer agrees to contact the Lessor to report any damages prior to the end of their rental period.

8. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession or any failure to permit the pickup of the item at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full equipment value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the

attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of the Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately. For each day after the "Rental Period" the equipment is not returned, customer agrees to pay an additional days rental for each piece of equipment. Client authorizes Big Tent Events to charge their credit card for any missing equipment that is not returned at the time the driver picks up their equipment after their event. If a credit card is not on file. Client agrees to send a check within 3 business days.

9. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the equipment value. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as sand, candy, duck tape, chemicals, food, paint, silly string (see Paragraph 10), mud, clay, or other materials. A minimum fee of seventy-five dollars will be applied to the charge card on the agreement if cleaning is required. Cleaning fees will be determined by actual time spent cleaning the equipment. Lessee assumes all responsibility for loss or damage to equipment during the period from delivery of the equipment to removal thereof (the "rental period"). Lessee will pay for all equipment lost or damaged in an amount equal to replacement or repair cost of the equipment. There is no grilling allowed under or within 30 feet of any tent, except grilling canopies. Linens: Rental linens have a replacement value that will be charged in addition to the rental charge if any item is not returned or returned in a condition that permanently alters its appearance. Be careful with candle wax, it permanently damages linens.

10. Equipment Protection Plan: Big Tent Events applies an optional 9.75% non-refundable Damage Waiver to the cost of some rental equipment. This cost covers reasonable physical damage above and beyond "Ordinary wear and tear" to the equipment and is NOT liability insurance. Damage waiver DOES cover wind/storm damage to equipment, electrical, and all accidental damage. Damage waiver does NOT cover theft, vandalism, smoke damage, misuse and/or abuse including grilling to close to tents or equipment made of wood left in the rain. Big Tent Events charges for missing equipment at replacement cost. Accidental broken equipment is covered if broken pieces are returned to Big Tent Events, Inc.

11. Installation: Although Lessor will endeavor to minimize damage to lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and release's Lessor from liability for any such damages that may occur. Lessee shall advise Lessor as to the existence and location of any underground cables, sprinklers, pipes conduits, etc.. In the absence of such advice, Lessor can assume that no such underground obstructions exist and releases Lessor from any liability for such damage. **Electricity:** Lessee will provide readily accessible power outlets of sufficient capacity within 50 feet of installation to safely operate all electrical facilities proposed herein.

12. Payment: Lessee shall pay contract price, plus such additions there to as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid as provided herein, the lessee shall be charged a late payment fee of 2% per month (24% annual percentage rate). This fee will be added to outstanding balance every thirty (30) days thereafter until final payment is made. In the event that lessee has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within the terms specified, lessee shall, upon receiving notice of nonpayment, pay said rental charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. If lessee shall default in the payment of any fees hereunder, or otherwise breach any of the terms or conditions hereof, Lessor may immediately take repossession of its equipment without any process of law and may enter upon any premises where said equipment may be and removed the same with or without notice of its intention to do so, without liability therefore.

13. Ownership: This is a rental agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet or dispose of said equipment or do anything which might suggest to third parties that the lessee has any power to do so. The equipment shall not be removed from place of installation. Lessee shall not remove, cover, or interfere with Lessor's identification or advertising labels attached to equipment.

14. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

15. Permits: The Customer acknowledges they are responsible for requesting and attaining all permits and insurance documents required. In the event that the order is cancelled or the customer does not accept delivery due to lack of permits or insurance, the customer is responsible for the full amount of the agreement. Lessee shall incur any state or city taxes applicable.

16a. Legal Fees: In the event that this contract is not paid or any portion thereof is turned over to an outside collection agency or law firm, the above named customer will be liable for up to thirty percent (30%) of the principal amount of the claim as collection fees. In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

16b. In the event that this contract is not paid or any portion thereof is turned over to an outside law firm for litigation. The above named customer will be liable for thirty percent (30%) of the principal amount of the claim as litigation fees, plus attorney fees, plus all court costs allowed by law.

17. Customer Acknowledgement: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on **both sides** and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order. Any person executing this agreement on behalf of a corporation or organization warrants in his/her individual capacity that he/she is acting within the scope of his authority and that said corporation or organization shall be bound thereby. Lessor may rely on and follow any directions whether oral or written of any member of the lessee's family, employee, or agent with respect to any act or acts performed by Lessor in the delivery, installation or removal of equipment or of the performance of any services caused by