



MEETING AGENDA

Village Council

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

Monday, October 24, 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 October 10, 2022

5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

A. Village of Palos Park Fiscal Year 2022 Audit Presentation by Lauterbach & Amen, LLP

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 Palos 118 Parent Faculty Association Raffle License and Raffle License Manager Bond Waiver for a raffle to be held December 3, 2022 at Palos West Elementary School. Tickets sold between November 1st and December 3rd.

B. To approve payment of invoices on the Warrant List dated October 24, 2022 in the amount of \$99,961.98

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

10) INFORMATION & UPDATES

A. Public Works and Streets, Recreation Report

B. Building and Public Property Report

1. Building Department Report

C. Public Health and Safety Report

1. Police Activity Report

D. Accounts and Finances Report

E. Mayor's Report

1. To approve the execution of a Settlement Agreement between Southwest Central Dispatch and the Village of Palos Park

F. Clerk's Report

G. Manager's Report

1. To move that the Village acknowledge receipt of a Petition for Disconnection and proof of payment of property taxes for the property at 13105 Main Street submitted on October 14, 2022 and direct the Village Attorney to prepare the appropriate ordinance to voluntarily disconnect said parcel for consideration at the Village Council's November 14, 2022 meeting

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

**MINUTES OF THE BOARD OF COMMISSIONERS'
REGULAR MEETING
HELD ON OCTOBER 10, 2022**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, October 10, 2022. Mayor Mahoney called the meeting to order at 7:30 p.m. Answering to roll call were Commissioners, Wade, Milovich-Walters, Polk, Reed and Mayor Mahoney. Everyone was physically present except for Commissioner Reed who was participating remotely.

Also in attendance were Marie Arrigoni, Village Clerk; Rick Boehm, Village Manager; Howard Jablecki, Village Attorney; Mike Sibrava, Public Works Director; Mark Herman, Community Development Director, and Joe Miller, Police Chief.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON September 26, 2022: Commissioner Polk moved, seconded by Commissioner Milovich-Walters, to approve the minutes of the Regular Council Meeting held on September 26, 2022, as presented.

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

AYES: -5- Commissioners Polk, Milovich-Walters, Wade, Reed and Mayor Mahoney
NAYS: -0-
ABSENT: -0-

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:

TERRI KACHINSKY APPOINTMENT TO THE LIBRARY BOARD: Mayor Mahoney presented the appointment of Terri Kachinsky to the Library Board of Trustees to fill a vacancy with a term to expire June 1, 2025. Terri would fill the remaining term of Kathryn Final, who resigned from the Library Board. Terri has been a resident of Palos Park since 2015. Terry is a member of the Library's Strategic Planning Committee and would be an asset to the Library Board. Her commitment to the library, educational background and work experience makes her a perfect candidate for Trustee.

Commissioner Polk moved, seconded by Commissioner Milovich-Walters to approve the appointment of Terri Kachinsky to the Palos Park Library Board of Trustees to fill a vacancy with a term to expire June 1, 2025.

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

AYES: -5- Commissioners Polk, Milovich-Walters, Wade, Reed and Mayor Mahoney
NAYS: -0-
ABSENT: -0-

HEARINGS: None

CONSENT AGENDA

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

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

- A. approve the McCord Gallery & Cultural Center Raffle License, and Raffle Manager Bond Waiver for a raffle to be held on November 5, 2022 at Cog Hill Golf and Country Club
- B. approve the Intergovernmental Agreement between the Village of Palos Park and the Cook County Department of Public Health for the Provision of Environmental Health Inspectional Services (Palos Park restaurant inspection) for the time period of December 1, 2022 through November 30, 2023 at a cost of \$100 per inspection
- C. approve payment of invoices on the Warrant List dated October 10, 2022 in the amount of \$270,050.84
- D. approve the Supplemental Warrant List dated October 10, 2022 for manual checks, payroll, and recurring wire transfers in the amount of \$428,788.20

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

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

NAYS: -0-

ABSENT: -0-

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS: None

INFORMATION & UPDATES:

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

BUILDING AUTOMATION SOLUTIONS HVAC CONTROL: Commissioner Milovich-Walters presented a proposal from Building Automation Solutions in the amount of \$6,900.00 to integrate the new boilers into the computer system that controls the Kaptur HVAC. This is the last step to the new system to allow the boilers to be controlled remotely as the boilers can only be controlled manually at this time.

Commissioner Milovich-Walters moved, seconded by Commissioner Wade to approve the proposal from Building Automation Solutions in the amount of \$6,900.00 to integrate the new boilers into the computer system that controls the Kaptur HVAC.

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

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

NAYS: -0-

ABSENT: -0-

PAY ESTIMATE NO.1 TO K-FIVE: Commissioner Milovich-Walters presented Pay Estimate No. 1 to K-Five for the 2022 Roadway and Drainage Project in the amount of \$87,583.32. This amount covers all work done to date but withholds 10% as retention.

Commissioner Milovich-Walters moved, seconded by Commissioner Wade to approve Pay Estimate No. 1 for the 2022 Roadway and Drainage Project to K-Five in the amount of \$87,583.32.

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

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

NAYS: -0-

ABSENT: -0-

Commissioner Polk asked Public Works Director, Mike Sibrava when the project will be completed. Mr. Sibrava stated that the work should be completed by the end of November.

ROADWAY AND DRAINAGE PROJECT IN THE DELLS: Commissioner Milovich-Walters announced that the storm sewer work has begun in the Dells and that roadwork will start the last week of October.

Commissioner Reed thanked Public Works Director, Mike Sibrava and Village Manager, Rick Boehm for addressing an issue over the weekend in the Dells. They were able to contact the contractor eliminating potential liability to the Village.

COMMISSIONER OF BUILDING & PUBLIC PROPERTY, MIKE WADE:

CARBON MONOXIDE SMOKE DETECTORS: Commissioner Wade advised residents to change the batteries in their carbon monoxide and smoke detectors. Law requires that every home be equipped with at least one carbon monoxide alarm within 15 feet of every bedroom. Additional detectors on every level of your home provides extra protection against carbon monoxide poisoning.

BUILDING DEPARTMENT REPORT: Commissioner Wade reported that the Building Department processed eight (8) permits from September 21, 2022 to October 4, 2022 resulting in \$19,973.75 in permit fees. Eleven (11) inspections were completed during this time period.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported the Police Department received 1774 calls for service/CAD Events from September 26, 2022, through October 9, 2022. Palos Park Police also issued 21 citizen assists, 17 case reports, 4 accident reports, 0 adult arrests, 0 juvenile, 0 impounds, 78 traffic stops, 23 moving violations, 20 adjudication tickets, and 35 speeding tickets.

PINK PATCH PROGRAM: Commissioner Polk informed residents of the collaborative effort between Palos Park Police and agencies from all over the nation to combat breast cancer by raising public awareness and funds for breast cancer education, research and treatment. Patches and magnets will be on sale for \$10 each at the Police Department at the Kaptur Center Administrative Center.

TRICK OR TREAT - NO SET HOURS: Commissioner Polk reminded residents that Palos Park does not have set Trick or Treat hours. No porch light means please do not disturb. Commissioner Polk announced that Free reflective Trick or Treat bags will be available at the Palos Park Police Department.

SENIOR WELL BEING CHECKS: Commissioner Polk stated that the Palos Park Police Department Officers will be making senior well-being checks, if you know someone who needs assistants in our community, please contact us.

Chief Miller presented an update to the matter of Body Cameras for the Palos Park Police Department and the costs that come along with it. Funding is uncertain. Commissioner Polk noted that it is a great idea, but the implantation is the issue and comes with a great cost, especially for data storage and redaction fees.

COMMISSIONER OF ACCOUNTS AND FINANCES, G. DARRYL REED:

ORDINANCE 2022-18 - IEPA LOAN FOR WATER MAIN: Commissioner Reed presented Ordinance 2022-18 An Ordinance Authorizing the Village of Palos Park, Cook County, Illinois, to borrow funds from the Public Water Supply Loan Program (L175228). The Ordinance provides that the IEPA loan, when issued, shall be repaid over a period of 20 years using revenues derived from water user fees. The loan will not count toward the Villages outstanding indebtedness or limit its ability to issue additional debt in the future. The water main project will consist of the construction of approximately 5700 lineal feet of 16-inch water main along McCarthy Road including all fire hydrants, valves, valve vaults, and other appurtenances in relation to said construction. The water main is to be extended along the north side of McCarthy Road from just west of the intersection of Will-Cook Road to west of the ComEd ROW west of Bell Road (approximately 1,400 feet west Bell Road). The estimated cost of construction and installation of the Project including engineering, legal, financial and other related expenses, is \$2,300,00.00. Commissioner Polk asked Commissioner Reed to paraphrase what this loan will mean. Commissioner Reed stated that existing residents will not be responsible for this debt. It will be the responsibility of the new folks who come in on to the system. They will pay fees that will go to repay the loan.

Commissioner Reed moved, seconded by Commissioner Milovich-Walters to approve Ordinance 2022-18 - An Ordinance Authorizing the Village of Palos Park, Cook County, Illinois, to borrow funds from the Public Water Supply Loan Program (L175228)

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

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

NAYS: -0-

ABSENT: -0-

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

CLERK'S REPORT:

VOTE BY MAIL PERMINATELY: Clerk Arrigoni informed residents that you have the option to Vote by Mail permanently by signing up on the Cook County Clerk's Office website: cookcountyclerk.gov. Early voting starts October 24th at the Palos Heights Recreation Center. Election Day is November 8th. Polls will be open from 6am to 7pm. You can register and vote the same day with two forms of identification.

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

CITIZENS AND VISITORS COMMENT PERIOD: None

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Polk 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: -5- Commissioners Polk, Milovich-Walters, Wade, Reed and Mayor Mahoney

NAYS: -0-

ABSENT: -0-

Respectfully submitted,

Lisa M. Boyle, Deputy Village Clerk

APPLICATION FOR RAFFLE LICENSE WITHIN THE VILLAGE OF PALOS PARK

Name & address of individual making application Name & address of organization applying for license
Katie Mendoza Palos 118 Parent Faculty Association
8687 Sunshine Lane 8800 West 119th Street
Orland Park, IL 60462 Palos Park, IL 60464

Approximate number of members of the organization that reside in the Village and the length of existence
of the organization
500 # of members 30 # of years in existence

Katie Mendoza, 8687 Sunshine Lane, Orland Park, IL 60462

Name, address & phone number of the raffle manager

Palos West Elementary School

Location(s) at which raffle chances are to be sold or issued

November 1, 2022 - December 3, 2022

Dates during which raffle chances are to be sold or issued

1,000

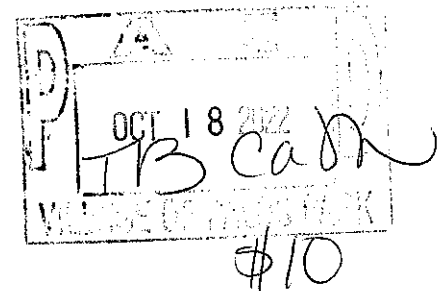
Maximum number of raffle tickets to be sold

December 3, 2022, 3:00 pm

Time of determination of winning chances

Palos West Elementary School

Location(s) at which winning chances will be determined



The undersigned, being first duly sworn on oath, do hereby attest that the above listed organization is a not-for-profit organization and is eligible, pursuant to the terms and conditions of Chapter 696 of the Palos Park Village Code, a copy of which we have reviewed, to receive a raffle license.

Katie Mendoza 10/18/22 [Signature] 10/18/22
Signature of presiding officer of the organization Date Signature of secretary (if one) Date

Subscribed and sworn to before me this 18th day of October, 2022.

[Signature]
Notary Public

SEAL:



License Fee (\$10) _____ Raffle Manager Bond Received/Waived

Village Clerk Approved/Denied _____
Date (approved or Denied)

RAFFLE MANAGER BOND WAIVER REQUEST

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The manager shall give a fidelity bond in an amount determined by the licensing authority in favor of the organization conditioned upon his/her honesty in the performance of his/her duties. Terms of the bond shall provide that notice shall be given in writing to the licensing authority not less than thirty (30) days prior to its cancellation. The Village Council may waive this bond requirement by including a waiver provision in the license issued to an organization, provided that a license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization.

Palos 118 Parent Faculty Association
Name of Organization

Katie Mendoza
Name of Raffle Manager

Unanimous vote by members of the organization requesting the raffle license to waive the bond requirement of the raffle manager.

Vote of the organization to waive the bond of the raffle manager.

AYES: 7
NAYS: 0
ABSTAIN: 0
ABSENT: 0

unanimous Board consent to waive

Wmian Kuttan
Signature of presiding officer of the organization

10/20/22
Date

Jennifer Blesli
Signature of secretary (if one) of the organization

10/20/22
Date

Approval of Raffle Manager Bond Waiver by Village Council at the Council meeting held on the _____ day of _____.

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

AYES:
NAYS:
ABSTAIN:
ABSENT:

**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR OCTOBER 24, 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: 10/18/22
 TIME: 14:31:06
 ID: AP441000.WOW

-- Village of Palos Park --
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ACC00002	ACCURINT							
1241214-20220930	10/13/22	01	CNTRCT FEE OCT2022, 3 PHN SRCH	01222606990			10/24/22	31.50
							INVOICE TOTAL:	31.50
							VENDOR TOTAL:	31.50
AIR00001	AIRY'S INC.							
26890	10/13/22	01	RPLC BOLTS ON VALVE-1 PRK PL	5224606750			10/24/22	2,434.78
							INVOICE TOTAL:	2,434.78
26894	10/13/22	01	09/29/22 ADJUST MANHOLES	5124606740			10/24/22	2,454.59
							INVOICE TOTAL:	2,454.59
26907	10/13/22	01	RPR BREAK 12518 PANNEE 9/26	5224606750			10/24/22	5,524.57
							INVOICE TOTAL:	5,524.57
							VENDOR TOTAL:	10,413.94
AME0008	AMERICAN LEGAL PUBLISHING CORP							
19881	10/13/22	01	SEPT2022 S-33 EDITING	0120606580			10/24/22	54.00
							INVOICE TOTAL:	54.00
							VENDOR TOTAL:	54.00
ARM0003	ARMORED FLOORS							
15818A	10/18/22	01	50% BALANCE PW GRG EPXY FLOOR	2328848110			10/24/22	15,599.60
							INVOICE TOTAL:	15,599.60
							VENDOR TOTAL:	15,599.60
BET0003	BETTENHAUSEN							
DOCS674938	10/18/22	01	VEH#266-FIX AC & TOUCHSCREEN	01222606700			10/24/22	172.00
							INVOICE TOTAL:	172.00
							VENDOR TOTAL:	172.00
BOY00004	LISA BOYLE							

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
30Y00004 LISA BOYLE								
221007	10/13/22	01	MNCPL CLRK DNNR MTG-BOYLE	0120606810			10/24/22	30.00
		02	MNCPL CLRK DNNR MTG-ARRIGONI	0120606810				30.00
								60.00
							INVOICE TOTAL:	45.63
							INVOICE TOTAL:	45.63
							VENDOR TOTAL:	105.63
221010	10/18/22	01	REIMB F/TRAVEL EXPENSES	0120707060			10/24/22	255.91
		02	QTRLY MAINT 7/25-10/24/22	0120707200			10/24/22	179.21
		03	QTRLY MAINT 7/25-10/24/22	0122707200				84.20
		04	QTRLY MAINT 7/25-10/24/22	0124707200				58.06
		05	QTRLY MAINT 7/25-10/24/22	0125707200				31.31
		06	QTRLY MAINT 7/25-10/24/22	0126707200				31.31
		07	QTRLY MAINT 7/25-10/24/22	0129707200				31.00
		08	QTRLY MAINT 7/25-10/24/22	5124707200				31.00
							INVOICE TOTAL:	702.00
							VENDOR TOTAL:	702.00
BTS00001 BTS SOLUTIONS								
21378	10/18/22	01	QTRLY MAINT 7/25-10/24/22	0120707200			10/24/22	255.91
		02	QTRLY MAINT 7/25-10/24/22	0122707200				179.21
		03	QTRLY MAINT 7/25-10/24/22	0124707200				84.20
		04	QTRLY MAINT 7/25-10/24/22	0125707200				58.06
		05	QTRLY MAINT 7/25-10/24/22	0126707200				31.31
		06	QTRLY MAINT 7/25-10/24/22	0129707200				31.31
		07	QTRLY MAINT 7/25-10/24/22	5124707200				31.00
		08	QTRLY MAINT 7/25-10/24/22	5224707200				31.00
							INVOICE TOTAL:	702.00
							VENDOR TOTAL:	702.00
CAR00030 CARROLL CONSTRUCTION SUPPLY								
FR102280,067586SC	10/13/22	01	CONCRETE PATCH MIX	2328848020			10/24/22	531.89
							INVOICE TOTAL:	531.89
							VENDOR TOTAL:	531.89
CAS0001 CASH								
221012	10/18/22	01	ADMIN KITCHEN SUPPLIES & CREAM	0120707010			10/24/22	32.30
		02	AIP SUPPLIES	0324606010				44.06
							INVOICE TOTAL:	76.36
							VENDOR TOTAL:	76.36

CHA00009 JOHORI CHATMAN

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CHA00009	10/13/22	01	REFUND/CHATMAN	0100003000			10/24/22	200.00
2004327.002							INVOICE TOTAL:	200.00
							VENDOR TOTAL:	200.00
CHI00008	10/18/22	01	PUBLIC HEARING	0125606590			10/24/22	241.50
060890875000							INVOICE TOTAL:	241.50
							VENDOR TOTAL:	241.50
CIN00001	10/13/22	01	TOWELS, MATS	0124606990			10/24/22	96.27
4133826135		02	UNIFORM RNTL W/E	5124707300				62.74
		03	UNIFORM RNTL W/E	0124707300				120.52
							INVOICE TOTAL:	279.53
4134557491	10/18/22	01	TOWELS	0124606990			10/24/22	12.68
		02	UNIFORM RNTL W/E	5224707300				62.11
		03	UNIFORM RNTL W/E	0124707300				99.16
							INVOICE TOTAL:	173.95
							VENDOR TOTAL:	453.48
CLE00003	10/18/22	01	QTRLY BILLING OCT-DEC2022	0122606990			10/24/22	240.00
69699							INVOICE TOTAL:	240.00
							VENDOR TOTAL:	240.00
COM00017	10/18/22	01	09/14-10/13/22 1 ST MORIY	0124606731			10/24/22	6.00
221013							INVOICE TOTAL:	6.00
							VENDOR TOTAL:	6.00

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
30000012	COOK COUNTY CLERK							
29109302022	10/18/22	01	23271140020000, DOC226313012	0120606570			10/24/22	73.00
							INVOICE TOTAL:	73.00
							VENDOR TOTAL:	73.00
20000001	COVERALL							
1010702017	10/13/22	01	METRA CLEANING OCT2022	5324606710			10/24/22	210.00
		02	KAPTUR CLEANING OCT2022	0127916710				1,007.00
							INVOICE TOTAL:	1,217.00
							VENDOR TOTAL:	1,217.00
EEE0001	PALOS ACE HARDWARE							
208263,208262	10/13/22	01	HSE,TRP, SWT,CBL TTES,TWN,OFF	0324606010			10/24/22	732.38
							INVOICE TOTAL:	732.38
							VENDOR TOTAL:	732.38
ENV0001	ETP LABS INC							
22-136221	10/18/22	01	COLIFORM SAMPLES 9/7& 9/22	5224606620			10/24/22	90.00
							INVOICE TOTAL:	90.00
							VENDOR TOTAL:	90.00
FOS00004	LORI FOSTER							
221005	10/13/22	01	#142.41 MUSIC TOGETHER	0126606991			10/24/22	1,305.00
		02	#142.41 MUSIC TOGETHER-SIELING	0126606991				130.00
							INVOICE TOTAL:	1,435.00
							VENDOR TOTAL:	1,435.00
GEM00001	GEMPIER'S							
INV00004512820	10/18/22	01	ROOT SLAYR, PIC UP TOOL, KNIFE	0124606708			10/24/22	165.04
							INVOICE TOTAL:	165.04
							VENDOR TOTAL:	165.04

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
30N00005 MELISSA GONZALEZ								
2004326.002	10/13/22	01	REFUND/GONZALEZ	0100003000			10/24/22	200.00
							INVOICE TOTAL:	200.00
							VENDOR TOTAL:	200.00
HAW00001 HAWKINSON FORD								
665507	10/13/22	01	VEH#256-1 SHIELD	0122606700			10/24/22	13.94
							INVOICE TOTAL:	13.94
							VENDOR TOTAL:	13.94
HRG00001 HR GREEN, INC								
156313	10/18/22	01	PLAN REVIEW, INTAKE, MILEAGE	0125606600			10/24/22	3,420.00
		02	INSPECTIONS	0125606630				1,455.00
							INVOICE TOTAL:	4,875.00
							VENDOR TOTAL:	4,875.00
ITR00001 ITREES.COM								
4737	10/13/22	01	59 TREES FALL PLANTING PROGRAM	0100003050			10/24/22	25,910.00
							INVOICE TOTAL:	25,910.00
							VENDOR TOTAL:	25,910.00
KAR00008 NICHOLAS W KARAS								
221012	10/13/22	01	ADJUDICATION 10/05/22	0122606540			10/24/22	400.00
							INVOICE TOTAL:	400.00
							VENDOR TOTAL:	400.00
MAR00049 MICHELLE MARANO								
221012	10/13/22	01	U/A MARANO-BOOTS	0122707300			10/24/22	138.13
							INVOICE TOTAL:	138.13
							VENDOR TOTAL:	138.13

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
4EN00005 MENARDS								
13847	10/13/22	01	LAPLINK, CABLE	0127926780			10/24/22	27.17
							INVOICE TOTAL:	27.17
13996	10/13/22	01	CANOPY, CASTERS	0127936780			10/24/22	355.04
							INVOICE TOTAL:	355.04
14138	10/13/22	01	PAINT,NPPLS, STRP,SCRPPR, VLV	0127936711			10/24/22	227.48
							INVOICE TOTAL:	227.48
14189	10/13/22	01	FVP RP MARINE, NYLOX, SEAL	0127936711			10/24/22	62.47
							INVOICE TOTAL:	62.47
14450	10/13/22	01	RPC DIR OFF LY IN, GLZ, KNIFE	0127926711			10/24/22	317.61
							INVOICE TOTAL:	317.61
14495	10/18/22	01	THRMSTT CVR, 40W BULB, MISC	0127926711			10/24/22	104.12
							INVOICE TOTAL:	104.12
							VENDOR TOTAL:	1,093.89
NEW00008 DENNIS NEWPORT								
221005	10/13/22	01	TAI CHI#503.41	0126606220			10/24/22	262.50
							INVOICE TOTAL:	262.50
							VENDOR TOTAL:	262.50
NIC0001 NICOR GAS								
221003A	10/13/22	01	09/01-10/02/22 12222 WILL COOK	5124606410			10/24/22	169.91
							INVOICE TOTAL:	169.91
221003B	10/13/22	01	09/01-10/02/22 133 FOREST EDGE	5124606410			10/24/22	54.97
							INVOICE TOTAL:	54.97
221003C	10/13/22	01	09/01-10/02/22 40 RAMSGATE	5124606410			10/24/22	58.34
							INVOICE TOTAL:	58.34

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
NIC0001	10/13/22	01	09/02-10/03/22 10057 125TH ST	5224606410			10/24/22	174.23
221004							INVOICE TOTAL:	174.23
							VENDOR TOTAL:	457.45
NOR00001	10/18/22	01	2 WATERPROOF PARKAS	0124707300			10/24/22	202.80
904962712							INVOICE TOTAL:	202.80
							VENDOR TOTAL:	202.80
NOR00007	10/13/22	01	2 PT ACADEMY, 2 POWER TESTS	0122606810			10/24/22	3,470.00
310139,31011,31018							INVOICE TOTAL:	3,470.00
							VENDOR TOTAL:	3,470.00
PEE00001	10/13/22	01	708-923-6021 10/15-11/14/22	5224707200			10/24/22	204.76
565310		02	T-1 LINE 10/15-11/14/22	0120707200				330.58
		03	T-1 LINE 10/15-11/14/22	0122707200				258.27
		04	T-1 LINE 10/15-11/14/22	0124707200				123.97
		05	T-1 LINE 10/15-11/14/22	0125707200				82.64
		06	T-1 LINE 10/15-11/14/22	0126707200				41.32
		07	T-1 LINE 10/15-11/14/22	0129707200				41.32
		08	T-1 LINE 10/15-11/14/22	5124707200				41.32
		09	T-1 LINE 10/15-11/14/22	5224707200				113.64
		10	ISDN LINE 10/15-11/14/22	0120707200				701.49
		11	LONG DISTANCE 10/15-11/14/22	0120707200				1.82
		12	LONG DISTANCE 10/15-11/14/22	0122707200				1.15
		13	LONG DISTANCE 10/15-11/14/22	0124707200				0.20
		14	LONG DISTANCE 10/15-11/14/22	0125707200				0.17
							INVOICE TOTAL:	1,942.65
							VENDOR TOTAL:	1,942.65

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
PRO00014			PROVEN IT					
C134292	10/18/22	01	SEP2022 IT SERVICES	0120606011			10/24/22	775.28
		02	SEP2022 IT SERVICES	0122606011				1,392.09
		03	SEP2022 IT SERVICES	0124606011				560.26
		04	SEP2022 IT SERVICES	0125606011				474.11
		05	SEP2022 IT SERVICES	0126606011				474.07
		06	SEP2022 IT SERVICES	0129606011				215.48
		07	SEP2022 IT SERVICES	5124606011				215.48
		08	SEP2022 IT SERVICES	5224606011				4,322.25
							INVOICE TOTAL:	
							10/24/22	1,010.32
								1,795.95
								729.60
								617.31
								617.36
								280.62
								280.62
								280.62
								5,612.40
							INVOICE TOTAL:	
							10/24/22	1,010.32
								1,795.95
								729.60
								617.31
								617.36
								280.62
								280.62
								280.62
								5,612.40
							INVOICE TOTAL:	
							10/24/22	1,010.32
								1,795.95
								729.60
								617.31
								617.36
								280.62
								280.62
								280.62
								5,612.40
							INVOICE TOTAL:	
							VENDOR TOTAL:	
							10/24/22	49.50
								49.50
								49.50
RIZ00001			JOE RIZZA					
436599	10/13/22	01	VEH#270-HOSE ASSEMBLY	0122606700				

INVOICES DUE ON/BEFORE 10/24/2022

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
TRA0001	10/18/22	01	12" CROSS FOR EXT	2424707710			10/24/22	23.25
112925							INVOICE TOTAL:	23.25
							VENDOR TOTAL:	23.25
UT100001	10/13/22	01	QUARTERLY 123RD ST OCT-DEC	5224606712			10/24/22	9,403.05
567759							INVOICE TOTAL:	9,403.05
							VENDOR TOTAL:	9,403.05
VER00001	10/13/22	01	09/02-10/01/22	5224707210			10/24/22	192.10
9917066321		02	09/02-10/01/22	5124707210				156.59
		03	09/02-10/01/22	0126707210				126.81
		04	09/02-10/01/22	0125707210				42.27
		05	09/02-10/01/22	0124707210				489.47
		06	09/02-10/01/22	0122707210				319.38
		07	MAYOR & COMMISSIONER TABLETS	0121707990				288.08
		08	09/02-10/01/22	0120707210				42.27
							INVOICE TOTAL:	1,656.97
9917640774	10/18/22	01	09/09-10/08/22 SRV TWR TO PUMP	5224606990			10/24/22	92.34
							INVOICE TOTAL:	92.34
							VENDOR TOTAL:	1,749.31
							TOTAL ALL INVOICES:	99,961.98

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- Village of Palos Park -
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00	GENERAL FUND		
CHA00009	JOHORI CHATMAN		200.00
GON00005	MELISSA GONZALEZ		200.00
ITR00001	ITREES.COM	1,030.00	25,910.00
	GENERAL FUND		26,310.00
20	ADMINISTRATION DEPARTMENT		
AME00008	AMERICAN LEGAL PUBLISHING CORP	808.60	54.00
BOY00004	LISA BOYLE	660.50	105.63
BTS00001	BTS SOLUTIONS	585.00	255.91
CAS0001	CASH	6,816.58	32.30
COO00012	COOK COUNTY CLERK	88.00	73.00
PEE00001	PEERLESS NETWORK, INC	9,748.41	1,033.89
PRO00014	PROVEN IT	29,765.62	2,795.92
VER00001	VERIZON WIRELESS	9,977.35	42.27
	ADMINISTRATION DEPARTMENT		4,392.92
21	PUBLIC AFFAIRS DEPARTMENT		
VER00001	VERIZON WIRELESS	9,977.35	288.08
	PUBLIC AFFAIRS DEPARTMENT		288.08
22	POLICE DEPARTMENT		
ACC00002	ACCURINT	158.00	31.50
BET00003	BETTENHAUSEN	481.92	172.00
BTS00001	BTS SOLUTIONS	585.00	179.21
CLE00003	CLEAR LOSS PREVENTION INC	240.00	240.00
HAW00001	HAWKINSON FORD		13.94
KAR00008	NICHOLAS W KARAS	2,000.00	400.00
MAR00049	MICHELLE MARANO		138.13
NOR00007	NORTH EAST MULTI-REGIONAL	1,615.00	3,470.00
PEE00001	PEERLESS NETWORK, INC	9,748.41	259.42
PRO00014	PROVEN IT	29,765.62	4,983.99
RIZ00001	JOE RIZZA	53.46	49.50
TOS00001	TOSCAS LAW GROUP	1,800.00	450.00
VER00001	VERIZON WIRELESS	9,977.35	319.38
	POLICE DEPARTMENT		10,707.07

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= Village of Palos Park =
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
24	PUBLIC WORKS DEPARTMENT		
BTS00001	BTS SOLUTIONS	585.00	84.20
CIN00001	CINTAS	4,966.00	328.63
COM00017	COM ED	766.79	6.00
GEM00001	GEMPLER'S		165.04
NOR00001	NORTHERN SAFETY CO., INC.	4,256.13	202.80
PEE00001	PEERLESS NETWORK, INC	9,748.41	124.17
PRO00014	PROVEN IT	29,765.62	2,019.46
STA00005	STATE TREASURER	385.92	385.92
VER00001	VERIZON WIRELESS	9,977.35	489.47
	PUBLIC WORKS DEPARTMENT		3,805.69
25	BUILDING DEPARTMENT		
BTS00001	BTS SOLUTIONS	585.00	58.06
CHI00008	CHICAGO TRIBUNE	616.19	241.50
HRG00001	HR GREEN, INC	27,623.07	4,875.00
PEE00001	PEERLESS NETWORK, INC	9,748.41	82.81
PRO00014	PROVEN IT	29,765.62	1,708.73
VER00001	VERIZON WIRELESS	9,977.35	42.27
	BUILDING DEPARTMENT		7,008.37
26	RECREATION DEPARTMENT		
BTS00001	BTS SOLUTIONS	585.00	31.31
FOS00004	LORI FOSTER	528.00	1,435.00
NEW00008	DENNIS NEWPORT	367.50	262.50
PEE00001	PEERLESS NETWORK, INC	9,748.41	41.32
PRO00014	PROVEN IT	29,765.62	1,708.79
VER00001	VERIZON WIRELESS	9,977.35	126.81
	RECREATION DEPARTMENT		3,605.73
27	PUBLIC GROUNDS		
COV00001	COVERALL	6,085.00	1,007.00
MEN00005	MENARDS	3,487.97	1,093.89
ROS0001	ROSCOE	3,770.55	262.95
SHE00010	SHERWIN-WILLIAMS	56.70	215.99
	PUBLIC GROUNDS		2,579.83

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-- Village of Palos Park --
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
29	FINANCE DEPARTMENT		
BTS00001	BTS SOLUTIONS	585.00	31.31
PEE00001	PEERLESS NETWORK, INC	9,748.41	41.32
PRO00014	PROVEN IT	29,765.62	776.72
	FINANCE DEPARTMENT		849.35
SPECIAL EVENT FUND			
24	SPECIAL EVENT FUND		
CAS0001	CASH	6,816.58	44.06
EBE0001	PALOS ACE HARDWARE	1,970.72	732.38
SUN00008	SUNBELT RENTALS		288.26
	SPECIAL EVENT FUND		1,064.70
1/2% SALES TAX FUND			
28			
ARM00003	ARMORED FLOORS	15,599.60	15,599.60
CAR00030	CARROLL CONSTRUCTION SUPPLY		531.89
			16,131.49
MFT FUND			
24	MFT FUND		
TRA0001	TRAFFIC CONTROL & PROTECTION	2,657.00	23.25
	MFT FUND		23.25
SEWER FUND			
24	SEWER FUND		
AIR00001	AIRY'S INC.	90,627.23	2,454.59
BTS00001	BTS SOLUTIONS	585.00	31.00
CIN00001	CINTAS	4,966.00	62.74
NIC0001	NICOR GAS	9,407.30	283.22
PEE00001	PEERLESS NETWORK, INC	9,748.41	41.32
PRO00014	PROVEN IT	29,765.62	776.72
VER00001	VERIZON WIRELESS	9,977.35	156.59
	SEWER FUND		3,806.18

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DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/24/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
24	WATER FUND		
AIR00001	AIRY'S INC.	90,627.23	7,959.35
BTS00001	BTS SOLUTIONS	585.00	31.00
CIN00001	CINTAS	4,966.00	62.11
ENV0001	ETP LABS INC	450.00	90.00
NIC0001	NICOR GAS	9,407.30	174.23
PEE00001	PEERLESS NETWORK, INC	9,748.41	318.40
PRO00014	PROVEN IT	29,765.62	776.72
UTI00001	UTILITY SERVICE CO., INC.	9,403.05	9,403.05
VER00001	VERIZON WIRELESS	9,977.35	284.44
	WATER FUND		19,099.30
COMMUTER LOT FUND			
24	COMMUTER LOT FUND		
COV00001	COVERALL	6,085.00	210.00
ROS0001	ROSCOE	3,770.55	80.02
	COMMUTER LOT FUND		290.02
	TOTAL ALL DEPARTMENTS		99,961.98

8999 West 123rd Street
 Fax: (708) 448-9542
 Phone: (708)671-3730
 Palos Park, IL 60464
 www.palospark.org



To: Mike Wade, Building Dept. Commissioner
 From: Building Department
 Date: October 19, 2022
 Subject: Building Department Report for Council Meeting October 24, 2022

Building Permits

As you start to think about possible home remodeling, additions, fencing, swimming pools, or other projects, please feel free to contact the Building Department to help assist you in planning your project. The Department is always here to guide you through the permit process, meet with you one-on-one, and answer all your questions.

PERMITS:

The Building Department processed (eleven) 11 permits from October 4, 2022-October 19, 2022 resulting in \$2,350.80 in permit fees.

BUILDING PERMIT INSPECTIONS

Fourteen (14) inspections were completed during this time period.

ADDRESS	PERMIT TYPE	COST
12300 S. 80 th Ave	Electric	\$75.00
12211 S. LaGrange	Drywall	\$225.00
8645 W. Pawnee Road	Roof	\$225.00
8700 W. 121 st Street	Concrete	\$300.00
25 Brook Lane	Roof	\$225.00
9116 W. 120 th Street	Gutters	\$150.00
34 N. Creek Road	Gutters	\$150.00
12601 S. 80 th Avenue	Deck	\$225.00
12423 Seminole Road	Windows/Doors	\$150.00
11700 Walnut Ridge	Roof	\$225.00
17 Commons Drive	Windows/ Doors	\$150.00
12600 S. Wolf Road	Shed	\$250.80
	TOTAL	\$2,350.80
	PREVIOUS REPORT	105,966.00
	FISCAL YEAR TO DATE	\$108,316.80

Joe Miller

From: Joe Miller
Sent: Wednesday, October 19, 2022 4:28 PM
To: Joe Miller
Subject: FW: Palos Park Police Commissioner Dan Polk is hosting another Police / Community Lunch Forum October 25th at 12:30p @ Cog Hill CC.

Palos Park Police / Community Lunch Forum October 25th at 12:30p @ Cog Hill Country Club .

Our Vision, Take Care of the Little Things and The Big Things Will Take Care of Themselves."

Dan Polk, Police Commissioner has announced another community casual lunch forum to discuss Palos Park's public safety needs and expectations.

The forum is open to all, the afternoon forums target those who cannot attend one can of our (Coffee's morning/evening) other gatherings. We are trying to mix it up and draw some people on certain time frames and others on other schedules, time frames, to expand PPPDs access to everyone We understand schedules will vary and we want to promote maximum access to all

*Joe Miller,
Chief of Police
Palos Park Police Department
8999 W 125th Street
Palos Park, Illinois 60464*

Joe Miller

From: Joe Miller
Sent: Wednesday, October 19, 2022 4:27 PM
To: Joe Miller
Subject: Halloween Safety Tips for Motorists PPPD will have enhanced patrols out over Halloween.

For a child, Halloween is a spectacular time of the year. You get to stay up late, dress up in your favorite costume, watch scary movies, and eat candy.

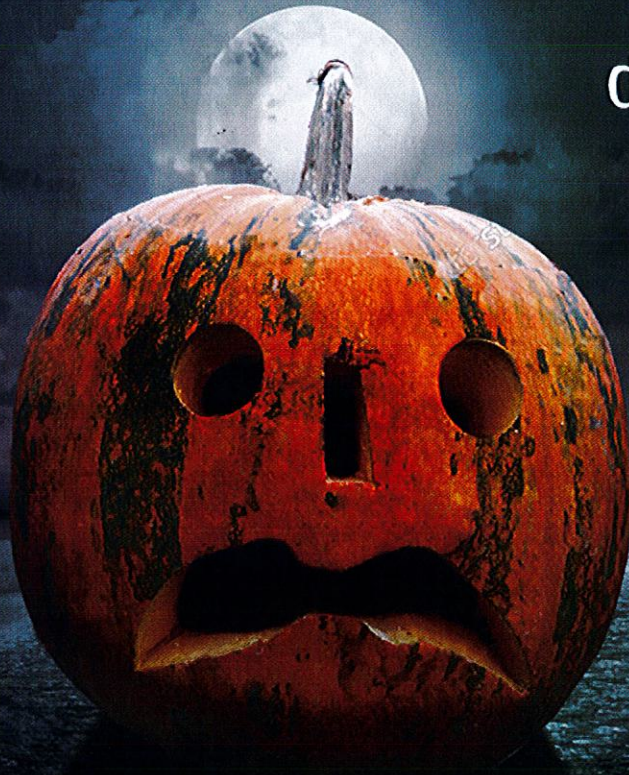
For drivers, the roads are dark, leaves and debris are whirling, and out of nowhere, there are little people running around. Can you blame them? Free candy is an exciting thing. No matter how well they're taught, there's a high probability you'll come across a kid darting across the streets. Proceed with extra caution just in case.

Please slow down, make your vehicle more visible by ensuring that lights are on, even during daylight & have a designated driver: Adults can also join in Halloween fun; just make sure to have a designated driver before attending a party. If you think Halloween is scary, remember: a DUI will haunt you for years. If you will be partaking in alcohol or other impairing substances, plan ahead for a sober ride home before the party starts. Palos Park Police will have enhanced patrols out over Halloween.

- All motorists need to be especially alert and cautious when driving on Halloween because of the high number of pedestrians walking the streets.
- Watch for children darting out from between parked cars.
- Watch for children walking on roadways, medians and curbs.
- Enter and exit driveways and alleys carefully.
- Please watch for children in dark clothing.

buzzed
driving is
drunk
driving
designate a sober driver


NHTSA



FROM 2013 TO 2017

OVER 40% | **OF ALL MOTOR VEHICLE FATALITIES WERE IN ALCOHOL IMPAIRED CRASHES ON HALLOWEEN NIGHT.**

*HALLOWEEN NIGHT: 4PM OCT 31ST - 5:59AM NOV 1ST / SOURCE: NHTSA

*Jon Miller,
Chief of Police
Palos Park Police Department
8999 W 123rd Street
Palos Park, Illinois 60464*

Joe Miller

From: Joe Miller
Sent: Wednesday, October 19, 2022 4:25 PM
To: Joe Miller
Subject: Palos Park Police Cadets kick off their 2022 Food Driver

The Palos Park Police Cadets kick off their Annual Food Drive November 1st

Palos Park Police Cadet Commander Jake Zemgulis has announced the PPPD Cadets are starting early this once again this holiday season, the Palos Park Police Cadet program will be holding their Annual Holiday Food Drive. We are looking for donations of non-perishable foods such as canned goods or boxed goods. Palos Park Public Works staff member Paul Metcalf has stopped by PPPD in the past to help PPPD cadets gear up for their food annual food drive.

The cadets will accept donations at the Palos Park Police Department located at 8999 W. 123rd Street. We will be starting donations from November 11st, 2022 through January 1st 2023. This is another way to give back to the community and help families that are in need.

All donations will go to the area Food Pantries and helps out families in need

To request a pick-up and more information please call (708)-671-3770. Please help this year's Food Drive be a successful one.

Palos Park Police Cadet Food Drive 2019- Food Drive drop off sites:

Palos Park Recreation Center 8901 W 123rd

Palos Park Library 12330 Forest Glen Blvd

Palos Park Metra Station 12200 S 82nd

Village of Palos Park Kaptur Administrative Center 8999 W 123rd year to feed more people this holiday season!



**VILLAGE OF
PALOS PARK**

Village Council

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

Meeting of: October 24, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Settlement Agreement between Southwest Central Dispatch and the Village of Palos Park

BACKGROUND/HISTORY:

As a former member community of Southwest Central Dispatch (SWCD), Palos Park was requested to pay certain costs of withdrawal in the amount of \$26,647.19. These monies were considered by SWCD to be incurred while Palos Park was still a member of the organization. A Settlement Agreement is being offered for the Village to pay SWCD the sum of \$5,000, allow the continued use of certain telecommunications towers located on Village property for the non-exclusive use by SWCD, and contain a mutual release of any and all claims of one party against the other party.

The Village of Palos Park was an original member of Southwest Central Dispatch (SWCD) starting in July 1985. SWCD is a collaboration of police and fire agencies who banded together for efficiencies in staffing and equipment related to emergency services dispatching.

On September 9, 2019, the Village Council adopted Ordinance 2019-20, An Ordinance Withdrawing from Southwest Central Dispatch, and Ordinance 2019-21, An Ordinance Withdrawing from Southwest Central 9-1-1 System. Based on these actions the Village's agreements with SWCD expired on April 30, 2020. At its December 9, 2019, meeting the Village Council approved an Intergovernmental Agreement between the County of Cook on behalf of the Cook County Sheriff and the Village of Palos Park for police dispatching services to begin on May 1, 2020.

Beginning in December of 2020, the Village received letters from the SWCD attorney requesting reimbursements of costs claimed to have been incurred while Palos Park was a member of SWCD. On April 15, 2021, a letter from SWCD Attorney Neville was delivered to Mayor Mahoney, who had been a member of the SWCD Board of Directors while Palos Park was a participant community, detailing costs they claim were owed to SWCD in the amount of \$26,647.19 (see attached letter from Attorney Neville).

A September 7, 2021, letter from Mayor Mahoney to SWCD Chairman Mayor Bennett offered a settlement proposal regarding the "costs of withdrawal due Southwest Central Dispatch from Village of Palos Park" (see attached letter from Mayor Mahoney).

As part of the proposed Settlement Agreement, the Village would pay SWCD an amount of \$5,000, and allow SWCD equipment to remain on two of the Village's communications towers. Continued Grant of License – Tower #1; Tower #1 is commonly known as the Shadow Ridge Monopole, addressed as 12150 Wolf Road, and owned by the Village. The Village Council adopted Ordinance 2010-31 on October 25, 2010, approving a license agreement between the Village of Palos Park and Southwest Central Dispatch which allows SWCD the non-exclusive right to use the tower for the “installation, operation, replacement, repair, and removal of the Improvements (antenna, and related equipment) see attached copy of the ordinance and License Agreement. The Settlement Agreement also calls for the Continued Use of Tower #2. Tower #2 refers to the tower located adjacent to the Kaptur Administrative and Police Center at 8999 W. 123rd Street; this tower is located on Village property, but the tower is owned by others. Finally, the Settlement Agreement provides for a Mutual Release; in exchange for the payment, “...SWCD hereby releases and forever discharges the Village, its elected and appointed officials, employees and agents for and from any and all claims, suits or demands arising from or related to the Village's membership in SWCD and withdrawal from membership of SWCD.”

RECOMMENDED MOTION:

I move to approve the execution of a Settlement Agreement between Southwest Central Dispatch and the Village of Palos Park.

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") between SOUTHWEST CENTRAL DISPATCH, an intergovernmental cooperation association (hereinafter referred to as "SWCD"), and the VILLAGE OF PALOS PARK, a municipal corporation created in accordance with the statutes of the State of Illinois (hereinafter "VILLAGE") (SWCD AND VILLAGE sometimes referred to herein individually as a "Party" and collectively as "Parties"), is entered into on the latest date this Agreement is executed by either Party as indicated on the signature page of this Agreement.

Whereas, SWCD provides emergency police and/or fire dispatching services to all of its members; and,

Whereas, VILLAGE withdrew as a member of SWCD effective, April 30, 2021; and,

Whereas, VILLAGE is the owner of a certain communications tower and adjoining secured area located at or near 12150 Wolf Road, Palos Park, Illinois (hereinafter the "TOWER#1"); and

Whereas, SWCD has purchased and installed certain equipment upon and within TOWER#1, which SWCD will utilize to provide dispatching services to all its members hereinafter referred to as "IMPROVEMENTS for TOWER#1," and,

Whereas, VILLAGE and SWCD previously entered into a License Agreement, which became effective in November 2010, and is currently in full force and effect, granting SWCD a License, as opposed to a Lease, to install, operate, maintain, replace, repair, and/or remove certain IMPROVEMENTS for TOWER#1 upon and within the TOWER#1, which SWCD has installed and utilized and continues to utilize to provide dispatching services to all its members now and in the future; and,

Whereas, VILLAGE is also the owner of a certain land upon which a communications tower is located at or near the Palos Park Police Station, 8999 W. 123rd Street, Palos Park, Illinois, (hereinafter the "TOWER#2"); and

Whereas, SWCD has purchased and installed certain equipment upon and within TOWER#2, which SWCD will utilize to provide dispatching services to all its members hereinafter referred to as "IMPROVEMENTS for TOWER#2," and,

Whereas, VILLAGE and SWCD have an existing dispute between them regarding certain costs of withdrawal due SWCD from VILLAGE in the amount of \$26,647.19. The Parties have agreed to resolve the dispute by (1) VILLAGE paying \$5,000 to SWCD prior to or on the effective date of the Agreement, (2) the Parties execution of a mutual general release of any and all claims of one Party against the other Party, said release language included in this Agreement in Section 5 below, and (3) the execution of this Agreement; and,

Whereas, both SWCD and VILLAGE have determined it is in the best interests of SWCD's members and VILLAGE's citizens to enter into this Agreement; and

Whereas, this Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the Parties;

Now, therefore, in consideration of the foregoing recitals, covenants, and conditions hereinafter contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are incorporated in and made a part of this Lease Agreement, and the Parties agree that this Agreement shall be interpreted in accordance with said Recitals.

Section 2. Continued Grant of a License – TOWER#1. VILLAGE hereby agrees that nothing herein shall affect the continuation of the License Agreement for SWCD's use of TOWER#1, and such License Agreement shall remain in full force and effect pursuant to the terms set forth therein.

Section 3. Continued Use of TOWER#2. VILLAGE hereby agrees it will take no action to disrupt or discontinue SWCD's continued use of TOWER#2 for the installation, operation, maintenance, replacement, repair, and removal of the IMPROVEMENTS for TOWER#2.

Section 4. Payment to SWCD. VILLAGE hereby agrees to pay to SWCD a total of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for the total cost of VILLAGE's withdrawal from SWCD constituting full and final payment of any sums owed to SWCD by the VILLAGE.

Section 5. Mutual Release. In exchange for the payment set forth in Section 4, SWCD hereby releases and forever discharges the VILLAGE, its elected and appointed officials, employees and agents for and from any and all claims, suits or demands arising from or related to the VILLAGE's membership in SWCD and withdrawal from membership of SWCD. VILLAGE hereby releases and forever SWCD, its elected and appointed officials, employees and agents, for and from any and all claims, suits or demands arising from or related to the VILLAGE's membership in SWCD and withdrawal from membership of SWCD.

Section 6. Miscellaneous. This Agreement sets forth the entire understanding of the Parties regarding the subject matter of the Agreement, and may only be amended, modified, or terminated by a written instrument signed by the Parties unless herein otherwise provided. Either Party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit, or waive that Party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 7. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 8. Notices. Any notice required by this Agreement shall be in writing and either hand delivered or mailed by certified mail with a return receipt requested, properly addressed with sufficient pre-affixed postage, to the address following the signatures of each Party to this Agreement. In addition, a copy of any notice to SWCD shall be mailed to Ronald F. Neville, Neville & Mahoney, 35 East Wacker Drive, Suite 1740, Chicago, IL, 60601, and a copy of any notice to VILLAGE shall be mailed to Howard C. Jablecki of Klein, Thorpe and Jenkins, Ltd., 20 North Wacker, Suite 1660, Chicago, IL, 60606. All notices mailed shall become effective when received, or within four (4) days after mailing, whichever date is earlier. All hand-delivered notices will be deemed effective upon delivery. Either Party may designate additional persons or places for notice to the Party from the other Party by submitting written notice to the other Party in accordance with this Section.

Section 9. Counterparts. This Agreement may be executed in counterparts and by each Party on different counterparts, all of which together shall be deemed an original.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements,

whether oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement shall only be modified or amended in writing which writing must be signed by the Parties to this Agreement.

Section 20. Interpretation of Agreement. This Agreement shall be construed as having been drafted by both Parties to this Agreement, and the rule of law that the Agreement shall be construed against the Party who drafts the Agreement shall not be applicable to any interpretation of this Agreement by a court.

In Witness Whereof, the Parties hereto have set their hands and seals to this Agreement, consisting of three (3) pages, including this signature page.

VILLAGE OF PALOS PARK
8999 West 123rd Street
Palos Park, Illinois 60464

SOUTHWEST CENTRAL DISPATCH
8911 W. 95th Street
Palos Hills, Illinois 60465

By: _____
Title: Mayor

By: _____
Title: President, Executive Committee

Attest: _____
Title: Village Clerk

Attest: _____
Title: Secretary, Executive Committee

Date: _____

Date: _____

LAW OFFICES
NEVILLE & MAHONEY

221 NORTH LASALLE STREET - SUITE 2150
CHICAGO, ILLINOIS 60601

FAX: (312) 236-3613
TELEPHONE: (312) 236-2100

*Extra copy
already in
file*

SUBURBAN OFFICE

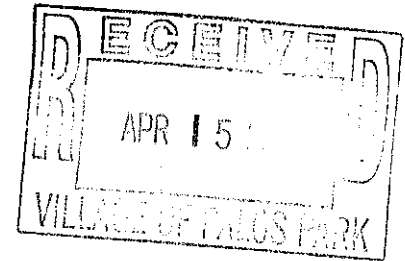
7270 W. COLLEGE DRIVE
SUITE 101
PALOS HEIGHTS, ILLINOIS 60463
TEL (708) 448-1655

RONALD F. NEVILLE
LICENSED IN THE STATES OF
ILLINOIS AND WISCONSIN

April 15, 2021

VIA PERSONAL DELIVERY

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



Re: Costs of Withdrawal due Southwest Central Dispatch ("SWCD") from the Village of Palos Park ("Palos Park")

Dear Mayor Mahoney:

Reference my letters addressed to you dated December 15, 2020 and March 15, 2021 respectively, regarding costs of withdrawal due SWCD from Palos Park. A few weeks ago, you left a voice message on my phone expressing dismay over the costs being charged and asked for an explanation which is provided below. I called you and left a message that I would send you a letter explaining the bases for the costs being charged.

Palos Park was a member of SWCD from July 30, 1985 to the effective date of its voluntary withdrawal on April 30, 2020 in accordance with Palos Park Ordinance 2019-20. As a member of SWCD, Palos Park was bound by SWCD's By-laws as amended, including Article 11. A copy of Article 11 is enclosed for your convenience.

The costs of withdrawal due from Palos Park to SWCD include three separate issues:

1. Legal fees. See Section 11.1.2.5 of the SWCD By-laws and its subsections. Those provision require the payment of legal fees incurred as a result of a member's withdrawal.

2. Outstanding assessments from 2016 to 2020. At the October 20, 2010 Board of Directors meeting, you seconded and voted in favor of the motion to establish the formula regarding part-time police officer hours.

In 2016, SWCD determined that Palos Park's utilization of part-time police officers resulted in a reduced assessment for Palos Park which was unfair when compared to other members whose police departments were comprised of full-time police officers. At the direction of SWCD's Executive Committee and ultimately the approval of SWCD's Board of Directors, a formula was created transposing part-time officer's hours into one or more full-time positions for purposes of establishing the amount of a member's assessment. As to the Palos Park Police Department, the number of part-time officer hours worked was determined to equate to 16 full-time officer positions, and thus increased from 9 to 16 full-time officer positions. When Palos Park was provided notice of this change, Chief Miller

explained the amount due created a substantial budgetary impact on the Village and asked that the additional amount be paid in installments. Based on Palos Park's request, SWCD agreed to reduce the number of full-time police officers for the purpose of Palos Park's assessment to 13 full time positions in fiscal 2016-17. This initial increase of 13 officers for assessment purposes left the amount due for 3 officers to be paid in installments. Each year the number of full-time positions was reviewed and adjusted accordingly. The number of full-time officer positions has remained at 16 for fiscal 2017-18 and fiscal 2018-19. In fiscal 2019-20 the number assessed was reduced to 15. In response to your inquiry, Director Shanley reviewed the actual assessments paid by Palos Park to the assessments owed by Palos Park as explained above and discovered the amount due SWCD from Palos Park is \$26,647.19 instead of the previous amount contained in my letter of December 15, 2020.

At the April 27, 2016 semi-annual meeting of the Board of Directors, the Board discussed Palos Park's request to pay the increased assessment in installments and agreed to "increase in assessment would be applied on a graduated time payment plan." See: minutes of April 27, 2016 Board of Director's meeting. A motion was made in favor of the graduated payment plan for Palos Park, and you voted in favor of the motion. At the same meeting you seconded and voted in favor of the motion to approve the 2016-2017 budget which included the graduated assessment payment plan for Palos Park.

Via the enclosed letter of January 26, 2017, Director William D. Shanley advised Chief Joe Miller that \$44,977.82 remained due and owing. Palos Park honored the additional graduated payments over the next few years and made partial payments until it effectuated its notice of withdrawal. At that time \$26,647.19 remained due and owing and became of cost of withdrawal. Enclosed is a revised spread sheet of the costs of withdrawal due and owing.

3. Invoice for \$40. SWCD was charged this amount from J&L Inc. to research Palos Park's telephone line arrangement into the Center and determine the necessary adjustments to remove those telephone lines from SWCD's systems.

Should you require additional information, call or email me (silver-ii@att.net) at your earliest convenience.

The SWCD Board of Director's meeting is scheduled for April 21, 2021 at 7:00 p.m. Prior to that date, please advise me of Palos Park's position regarding the costs of withdrawal so I can inform the Board.

Very truly yours,

NEVILLE & MAHONEY

Ronald F. Neville

RFN/rn

Enclosure

cc: Mayor Gerald R. Bennett, Chairman, SWCD Board of Directors
William D. Shanley, Director, SWCD
Chief Paul Mackin, President, SWCD's Executive Committee
Chief Joe Miller, Village of Palos Park Police Department
(All of the above via email with enclosure)

10.1.5 To prepare a periodic report of the Association, under his jurisdiction, and to submit it at least six (6) times per year to the Executive Committee.

10.1.6 To develop and prepare a proposed annual budget as well as report the estimated revenues in order to determine the estimated funds necessary to defray the expenses of the Association for the fiscal year, and to present the budget to the Executive Committee as set forth in these By-Laws.

10.1.7 To study, to evaluate, and to report to the Executive Committee such new procedures, methods, equipment technologies, concepts, and other projects as may benefit the Association and its members collectively.

10.2 The Director of Communications shall be chosen on the basis of the administrative and executive qualifications which he possesses with special reference to his actual knowledge and/or experience in the duties of his office as set forth above.

10.3 Any vacancy in the office of the Director of Communications shall be filled within ninety (90) days after the effective date of such vacancy, and, in the case of absence or disability of the Director, the Executive Committee may designate any other qualified employee of the Association to perform the duties of the Director during such absence of disability.

10.4 Deleted

Article 11 - Withdrawal, Termination, and Dissolution

11.1 A member may at any time after one year from the date the member actually became a member of SWCD deliver written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance passed by its council or other appropriate authority. The written notice of withdrawal shall be deemed received when the written notice is actually received by SWCD at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463) either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD.

11.1.A In the event a member fails to pay any cost-sharing charge due SWCD in accordance with these By-Laws for a period of ninety (90) days from the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws (hereinafter "non-complying

member"), the failure to pay as aforesaid shall be deemed notice of withdrawal by the nonpaying member, which notice of withdrawal shall automatically become effective on the ninety-first (91st) day following the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws retroactive to the date the cost sharing charge was first due in accordance with paragraph 8.6.3 of these By-Laws. The notice of withdrawal for nonpayment as set forth in this paragraph 11.1.A shall have the same force and effect as though the non-paying member actually delivered written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above. Moreover, the payment of cost-sharing charges past due by the non-paying member, whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A, after the notice of withdrawal becomes effective, shall have no effect on the validity of the notice of withdrawal. In addition, the non-paying member whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3, provided, however, the non-paying member may, within thirty (30) days from the date the notice of withdrawal becomes effective in accordance with this paragraph 11.1.A, serve a written request on the Chairman of the Board of Directors asking that the Board of Directors revoke the notice of withdrawal for the non-paying member's non-payment of cost sharing charges (hereinafter "request to revoke"). Thereafter, within thirty (30) days after receiving the nonpaying member's request to revoke, the Chairman shall cause the non-paying member's request to revoke to be included on the agenda of the next regular meeting, provided said regular meeting of the Board of Directors is scheduled within sixty (60) days from the date the Chairman was served with the nonpaying member's request to revoke, or call a special meeting in accordance with the provisions of paragraph 5.1 of these By-Laws for a date certain not more than sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke. When the non-paying member's request to revoke is heard by the Board of Directors at a meeting of the Board of Directors, the granting or denying of the request to revoke shall be within the sole and exclusive discretion of the Board of Directors, and the decision of the Board of Directors shall be final and without further recourse. If the Board of Directors decides to grant the non-paying member's request to revoke subject to the non-paying member satisfying certain conditions precedent, the actual revocation of the notice of withdrawal shall only result if the non-paying member timely satisfies the conditions precedent, and if any condition precedent imposed by the Board of Directors is not timely satisfied, the non-paying member's request to revoke shall automatically be deemed to have been denied by the Board of

Directors without any further action by the Board of Directors. The pendency of the non-paying member's request to revoke, including the granting of the request to revoke subject to the non-paying member satisfying certain condition precedents, shall not toll the running of the withdrawal period of time between the effective date of a member's notice of withdrawal and the effective date of a member's withdrawal from SWCD as set out in paragraph 11.1.1 of these By-Laws.

11.1.B In the event a member fails and/or refuses to obey and/or comply with any obligation imposed by these By-Laws or to an obligation imposed upon the member by the Board of Directors and/or Executive Committee in accordance with these By-Laws (hereinafter "non-complying member"), then upon the passing of a Resolution by the Board of Directors at a regularly scheduled meeting or special meeting of the Board of Directors finding that the non-complying member has failed and/or refuses to obey and/or comply with an obligation imposed by these By-Laws, or an obligation imposed upon the non-complying member by the Board of Directors and/or Executive Committee in accordance with these By-Laws, the date the aforesaid Resolution is passed by the Board of Directors shall be deemed the date the non-complying member delivered a notice of withdrawal to SWCD as set out in paragraph 11.1 above. The Resolution passed by the Board of Directors shall have the same force and effect as though the non-complying member actually delivered written notice of its withdrawal from SWCD in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above as of the effective date of the Resolution. Moreover, the non-complying member's obedience or compliance with the obligation the non-complying member previously failed or refused to obey and/or comply with shall have no effect on the validity of the notice of withdrawal. In addition, the non-complying member whose failure and/or refusal to obey and/or comply with an obligation established by these By-Laws and/or an obligation imposed upon the non-complying member by the Board of Directors and/or the Executive Committee in accordance with these By-Laws shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3 of these By-Laws. Moreover, after the Resolution of the Board of Directors is passed as aforesaid, the non-complying member shall have no right to seek revocation of the Board of Director's Resolution or seek any other relief of any kind or nature with regard to the non-complying member's notice of withdrawal deemed filed in accordance with this paragraph 11.1.B.

Upon the member delivering notice of withdrawal to SWCD in accordance with paragraph 11.1 or the member being deemed to have delivered a notice of withdrawal in accordance with paragraphs

11.1.A and/or 11.1.B (hereafter "effective date of a member's notice of withdrawal"):

11.1.1 The effective date of the member's withdrawal from SWCD shall be determined by the month in which the member's notice of withdrawal becomes effective as stated above in paragraphs 11.1, 11.1.A, and 11.1.B of these By-Laws. A member's notice of withdrawal which becomes effective between May 1st and October 1st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is September 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2010. A member's notice of withdrawal which becomes effective between October 2nd and December 31st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is October 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011. A member's notice of withdrawal which becomes effective between January 1st and April 30th in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is January 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011.

11.1.2 Subsequent to a member's effective notice of withdrawal, the withdrawing member shall continue to be responsible for:

11.1.2.1 One hundred (100%) percent of its pro rata share of all unpaid capital system development costs, including but not limited to, all installment payments to be paid after the effective date of the member's withdrawal from SWCD, for which SWCD became obligated to pay at any time prior to the withdrawing member's effective date of withdrawal from SWCD, including but not limited to, after the effective date of the member's notice of withdrawal from SWCD in conformity with SWCD's By-Laws. The aforesaid capital system development costs shall include, but not be limited to, the unpaid costs for the purchase and installation of equipment, computer hardware and software, and any other apparatus utilized in the operation of SWCD's telecommunications system, or in support of the operation of SWCD's telecommunication system; the unpaid costs for the duration of any real property or building lease to which SWCD is a party; and any additional betterments of

a long lasting nature which add to the capital value of SWCD's telecommunications system and/or leasehold or other real property interest;

11.1.2.2 Its pro rata share of Class One and Class Two charges, as defined in Article 8 of SWCD's By- Laws, through the effective date of the member's withdrawal from SWCD;

11.1.2.3 Its pro rata share of all other operational costs, including but not limited to, telephone line costs and all other costs incurred by SWCD to operate SWCD's telecommunications system, but not including those costs included in paragraph 11.1.2.1 and paragraph 11.1.2.2 above, through the member's effective date of withdrawal from SWCD;

11.1.2.4 Any contractual obligations it has entered into separately with SWCD; and

11.1.2.5 In addition to all the costs of withdrawal enumerated in paragraph 11.1.2.1 through and including paragraph 11.1.2.4 set out above, the withdrawing member shall also be liable for all additional costs of withdrawal incurred by SWCD as a result of the member's separation and withdrawal from SWCD, including but not limited to:

(a) reasonable attorneys' fees and costs and expenses incurred by SWCD, after the effective date of the member's notice of withdrawal from SWCD but prior to the effective date of the member's withdrawal from SWCD, to implement the orderly withdrawal of the withdrawing member, including but not limited to, preparation and delivery of notices, correspondence, and documents, legal advice to SWCD and/or the withdrawing member, and calculating the withdrawing member's costs of withdrawal;

(b) reasonable attorneys' fees and costs and expenses incurred by SWCD, for the enforcement of SWCD's By-Laws against the withdrawing member and/or the collection of the costs of withdrawal from the withdrawing member;

(c) reasonable attorneys' fees and costs and expenses incurred by SWCD pertaining to any contract entered into between the withdrawing member and SWCD to provide the withdrawing member dispatching services after the effective date of the member's withdrawal from SWCD; and

(d) reasonable attorneys' fees and costs and expenses incurred by SWCD which pertain to SWCD providing dispatching services to a withdrawing member after the effective date of the member's

withdrawal from SWCD if such dispatching services are provided without a contract as contemplated in (c) above, but in conformity with Illinois law, including but not limited to, the Rules and Regulations of the Illinois Commerce Commission.

11.1.2.6 All costs of withdrawal due from a member that withdraws from SWCD, as set out in these By-Laws, shall be paid to SWCD within thirty (30) days after the withdrawing member is served with SWCD's invoice for the costs of withdrawal which have accrued prior to the date of the invoice. Additional invoices will be served upon the member that withdraws from SWCD for additional costs of withdrawal not previously computed or which accrue after the date of the prior notice. All costs of withdrawal not paid within thirty (30) days after the withdrawing member is served with the aforesaid invoice or invoices shall accrue annual interest in an amount of 2% above the Wall Street Journal's highest prime rate set on the thirtieth day following service of each of SWCD's unpaid invoice or invoices.

11.1.2.7 The term "pro rata share," as used in Article 11 of SWCD's By-Laws, shall mean a percentage of all SWCD's costs which are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above. The percentage shall be computed as follows:

(a) For a withdrawing member which receives dispatching services from SWCD for a police department only for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of the member's withdrawal from SWCD, the withdrawing member's percentage shall be calculated by dividing the withdrawing member's last monthly police department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the effective date of the member's withdrawal from SWCD by the total police department assessments for all members of SWCD for the same month. Next, all of SWCD's costs, which costs are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above, shall be multiplied by the percentage obtained by the formula set out above in this paragraph 11.1.2.7(a), and the resulting figure shall then be multiplied by the percentage in effect as of the effective date of the member's withdrawal from SWCD as established by the Board of Directors for members' police departments in accordance with paragraph 8.4.1 of these By-Laws;

(b) For a withdrawing member who receives dispatching services from SWCD for a fire department only for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of the member's withdrawal from SWCD, the withdrawing member's percentage shall be

calculated by dividing the withdrawing member's last monthly fire department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the effective date of the member's withdrawal from SWCD by the total fire department assessments for all members for the same month. Next, all of SWCD's costs, which costs are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above, shall be multiplied by the percentage obtained by the formula set out above in this paragraph 11.1.2.7(b), and the resulting figure shall then be multiplied by the percentage in effect as of the effective date of the member's withdrawal from SWCD as established by the Board of Directors for members' fire departments in accordance with paragraph 8.4.2 of these By-Laws; and

(c) For a withdrawing member who received dispatching services from SWCD for a police department and a fire department for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of the member's withdrawal from SWCD, the withdrawing member's pro rata share shall be the total of the sums derived from the formulae set out in paragraph 11.1.2.7(a) and paragraph 11.1.2.7(b).

11.1.3 If withdrawal results in termination of the Joint Public Safety Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in paragraph 11.1.4 of Article 11 of these By-Laws, which follows.

11.1.4 Upon withdrawal of a member of the Association so as to reduce the number of continuing participants to less than that required to keep the Association operational, or upon the vote of two-thirds of the participating members to dissolve, then the Joint Public Safety Agreement and the Association shall be terminated and dissolved. Upon such termination and dissolution, and after payments of all debts, all assets or liabilities of the Association shall be distributed among the members who had participated in the Association within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

11.1.5 In the event any member delivers written notice of withdrawal in accordance with paragraph 11.1 set out above, said member may revoke its notice of withdrawal by delivering a written notice to SWCD, at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463), that the member revokes its notice of withdrawal and also delivering the payment of costs as set out in paragraph 11.1.5.3 below. The written notice of revocation and payment of costs shall be considered received by SWCD when the written notice and payment of costs are actually received by SWCD, either by personal delivery or by

United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail-return receipt requested shall be deemed a nullity and not received by SWCD. Said revocation of a member's notice of withdrawal shall only be effective if notice of revocation and payment of costs are received by SWCD on or before January 31st of the calendar year following the year in which the member's notice of withdrawal was received by SWCD and became effective; or, in the event the effective date of a member's notice of withdrawal was received by SWCD in January of any calendar year, then the member's notice of revocation shall only be effective if the notice of revocation and payment of costs are received by SWCD by January 31st of the same year in which the notice of withdrawal was received by SWCD. If either the notice of revocation or the payment of costs are received after January 31 of the year following the calendar year in which the member's notice of withdrawal was received by SWCD and became effective, said notice of revocation shall be deemed ineffective and a nullity. In addition, in the event a member's written notice of withdrawal was received by SWCD and became effective in January of any calendar year, after January 31st of the same calendar year in which the member's notice of withdrawal was received by SWCD and became effective, any member's written notice of revocation delivered to SWCD shall be deemed ineffective and a nullity. Where a notice of revocation is deemed ineffective and a nullity as aforesaid, SWCD shall apply the payment of costs, if any, received from the withdrawing member to the costs of withdrawal set out in paragraphs 11.1.2, 11.1.2.1, 11.1.2.2, 11.1.2.3, 11.1.2.4, and 11.1.2.5.

11.1.5.1 An effective notice of revocation shall revoke and nullify the notice of withdrawal to which the notice of revocation refers. Any member seeking to withdraw from SWCD after delivering an effective notice of revocation to SWCD must again comply with the requirements of paragraph 11.1 of these By-Laws and deliver another notice of withdrawal to SWCD in accordance with these By-Laws.

11.1.5.2 Any member who fails to deliver an effective notice of revocation to SWCD after SWCD receives the member's notice of withdrawal shall only again be admitted as a member of SWCD as a new member upon complying with all the requirements and contingencies of these By-Laws, including but not limited to, Article 3 of these By-Laws.

11.1.5.3 Any member who delivers a written notice of revocation to SWCD after SWCD receives the member's notice of withdrawal in accordance with paragraph 11.1.5 shall also deliver payment to SWCD for SWCD's costs incurred by reason of the member's notice of

withdrawal in accordance with the following schedule: \$500.00 for each thirty (30) day period, or a portion thereof, between the effective date of the member's notice of withdrawal as set out in paragraph 11.1 of these By-Laws and the effective date of the member's notice of revocation or payment of costs, as set out in paragraph 11.1.5 and this paragraph, whichever date is later.

11.1.6 Notwithstanding any provision in these By-Laws to the contrary, including but not limited to, the provisions of Article 11 of these By-Laws, the Board of Directors, pursuant to Section 3.2A of these By-Laws, may amend the date a member's notice of withdrawal shall become effective, the date of a withdrawing member's effective date of withdrawal, and all costs associated with a member's withdrawal from SWCD.

Article 12 - Liability and Property

12.1 Except as otherwise provided by individual contracts, all members in the Associations shall be severally liable for the debts and liabilities of the Association, in the same proportion as their respective cost sharing charges.

12.2 The Association shall procure and maintain during the term of the Joint Public Safety Agreement sufficient insurance to cover the replacement value of the Association's equipment. Further, the Association shall procure and maintain, during the term of the term of the Joint Public Safety Agreement, liability insurance with a single limit of \$1,000,000.00 insuring the parties, including the Director of Communications, the Association's other employees, the Board of Directors, the Executive Committee, and other agents of the Association, as their respective interests may appear, against public liability for any alleged act or omission in connection with the Association.

12.3 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, all equipment/property acquired by SWCD, whether purchased by SWCD, donated by a member, or paid for by a new member in accordance with these By-Laws, including but not limited to, paragraphs 3.3 and 8.4.1 of these By-Laws, shall become the equipment/property of SWCD. In addition, all equipment/property paid for by a current member in accordance with these By-Laws, for which equipment/property SWCD pays the costs of maintaining said equipment/property, including but not limited to, paragraph 8.4.3 of these By-Laws, shall become the equipment/property of SWCD and shall be owned in common by the members of SWCD unless otherwise directed by SWCD's Board of Directors.



SOUTHWEST CENTRAL DISPATCH

7611 West College Drive • Palos Heights, IL 60463-2071
Phone (708) 448-6180 Fax (708) 448-9823

January 26, 2017

Chief Joe Miller
Palos Park Police Department
8999 W. 123rd Street
Palos Park, Illinois
60464

RE: Assessment 2017-2018

Dear Chief Miller:

The current anticipated rate with an anticipated 2.5% increase, unless the Board determines otherwise, will raise the current \$11,875.33 per officer to \$12,172.21. The formula to assess part time officers as equivalent to full time officers for your agency indicates that your agency equals 16 full time officers for the year 2016-2017 which determines the rate for this year. In 2016-2017 you were assessed for 13 officers. This year your assessment will be for 14 full time officers, two less than actual as agreed in the previous year.

For the 2016-2017 there was a shortfall created by the 3 unassessed officers of \$35,626. In 2017-2018, there will be a shortfall of \$24,344.43 created by the 2 officers unassessed. This is a total short fall of \$59,970.43. In keeping with the discussion, unless you desire to change the methodology, in addition to the assessment for 14 full time officers 25% of the combined shortfall of 2016-2017 and 2017-2018 will be added to the 2017-2018 assessment for your agency.

This methodology will result in an annual assessment of \$185,403.69. This will leave a shortfall balance of \$44,977.82 to be addressed in the coming years. Attached will be found the calculations.

If you have any questions or concerns or desire to alter the way this is being addressed, please feel free to contact me

Truly,

William D. Shanley
Director

COMMUNITIES SERVED
CHICAGO RIDGE • COUNTRYSIDE • CRESTWOOD • INDIAN HEAD PARK • LEMONT
NORTH PALOS FIRE PROTECTION DISTRICT • PALOS FIRE PROTECTION DISTRICT
PALOS HEIGHTS • PALOS HEIGHTS FIRE PROTECTION DISTRICT
PALOS HILLS • PALOS PARK • WORTH





VILLAGE OF
PALOS PARK

September 7, 2021

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

Mayor Gerald R. Bennett
Chairman, Southwest Central Dispatch Board of Directors
c/o City of Palos Hills
10335 S. Roberts Road
Palos Hills, IL 60465

Dear Chairman Bennett,

The Village of Palos Park is responding to a letter from SWCD Attorney Neville in which he requests a payment of \$26,647.19 as "costs of withdrawal due Southwest Central Dispatch from Village of Palos Park".

As you are aware, the Village of Palos Park was a Charter member of Southwest Central Dispatch (SWCD) and, as such contributed and paid for, not only our share of the operational costs, but contributed to the \$11,000,000+ in surpluses which has allowed SWCD to purchase land, and build its soon to open, state-of-the-art facility. This new facility, which the Village contributed to over the years, will not provide any benefit to Palos Park.

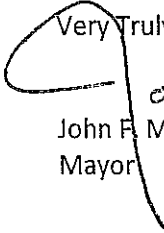
In addition, over the years, SWCD has requested, and the Village of Palos Park has granted antenna, and equipment placement on two of its towers, at no charge to SWCD. These tower site locations remain fully operational, and a benefit to SWCD despite the Village withdrawing from the agency in 2019, effective June 2020.

In consideration of costs incurred by SWCD in the withdrawal of the Village of Palos Park, I am prepared to offer the sum of \$5,000 to settle the amounts believed owed to SWCD. This is offered for a full release from any and all current and/or future claims by SWCD to the Village of Palos Park. In return, the Village will not seek removal of antenna or equipment from its facilities, nor look for a true and accurate accounting of monies paid by the Village in excess of the costs to operate SWCD over these many years.

I truly believe it is the best interests of our respective government agencies to settle the disputed claim for the Village to pay additional monies as a cost of withdrawal from SWCD. I hope you and the SWCD Board of Directors will concur and accept the Village of Palos Park's offer and we can proceed to discussing terms of an agreement.

Should you wish to discuss this matter further, I can be reached at jmahoney@palospark.org or by cell at 708.341.7261.

Very Truly Yours,


John F. Mahoney,
Mayor

ORDINANCE NO. 2010-31

**AN ORDINANCE APPROVING A
LICENSE AGREEMENT BETWEEN THE
VILLAGE OF PALOS PARK AND SOUTHWEST CENTRAL DISPATCH**

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

SECTION 1: That the Village Council hereby approves the "License Agreement," between the Village of Palos Park and Southwest Central Dispatch, attached hereto as Exhibit 1 and made part hereof.

SECTION 2: That the Mayor and Village Clerk are hereby authorized and directed to execute Exhibit 1, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit 1.

ADOPTED this 25th day of October, 2010, pursuant to a roll call vote as follows:

AYES -4- Commissioners Pavlatos, Polk, Milovich-Walters and Mayor Mahoney

NAYS: -0-

ABSENT: -1- Commissioner O'Connor

APPROVED by me this 25th day of October, 2010.

ATTEST:


Carol A. Bryson, Village Clerk


John F. Mahoney, Mayor

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") between SOUTHWEST CENTRAL DISPATCH, an intergovernmental cooperation association (hereinafter referred to as "LICENSEE"), and the VILLAGE OF PALOS PARK, a municipal corporation created in accordance with the statutes of the State of Illinois (hereinafter "LICENSOR") (LICENSOR AND LICENSEE sometimes referred to herein individually as a "Party" and collectively as "Parties"), is entered into on the latest date this Agreement is executed by either Party as indicated on the signature page of this Agreement.

WITNESSETH

WHEREAS, LICENSEE provides emergency police and/or fire dispatching services to all of its members, including LICENSOR; and

WHEREAS, LICENSOR is the owner of a certain communications tower and adjoining secured area located at or near 12150 Wolf Road, Palos Park, Illinois, and legally described in Exhibit "A" attached hereto and made part hereof (hereinafter the "TOWER"); and

WHEREAS, LICENSEE intends to purchase and install certain equipment upon and within the TOWER, which LICENSEE will utilize to provide dispatching services to all its members, including LICENSOR (hereinafter referred to as "IMPROVEMENTS"), said improvements being depicted on Exhibit "B" attached hereto and made part hereof; and

WHEREAS, LICENSOR is desirous of granting a license to LICENSEE for the use of the TOWER upon the terms and conditions hereinafter set forth; and

WHEREAS, both LICENSEE and LICENSOR have determined it is in the best interests of LICENSEE's members and LICENSOR's citizens to enter into this Agreement; and

WHEREAS, this Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the Parties;

NOW, THEREFORE, in consideration of the foregoing recitals, covenants, and conditions hereinafter contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth above are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section.

Section 2. Grant of License. LICENSOR agrees to grant and does hereby grant to LICENSEE a license for the privilege of using the TOWER solely for the installation, operation, maintenance, replacement, repair, and removal of the IMPROVEMENTS (hereinafter the "LICENSE").

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive, and LICENSOR reserves the right at any time to grant to others privileges to use or occupy the TOWER, provided that such additional grants shall not unreasonably interfere with the installation, operation, maintenance, replacement, repair, and/or removal of the IMPROVEMENTS.

Section 4. Liens. LICENSEE, its agents, independent contractors, and/or employees shall not permit any lien, of any kind or nature, including but not limited to, a mechanic's lien or judgment lien to attach to or encumber the TOWER or any portion thereof, or the real estate upon which the TOWER is situated.

Section 5. Installation and Maintenance of Improvements. LICENSEE shall be solely responsible for the installation, operation, maintenance, replacement, repair, and removal of the IMPROVEMENTS located on/at the TOWER.

LICENSEE, its officers, agents, and employees shall at all times have the right of access to the IMPROVEMENTS, with all necessary tools, appliances, and materials in order to install, operate, maintain, replace, repair, and/or remove the IMPROVEMENTS, provided however, LICENSEE shall provide, except in the case of an emergency, at least ten (10) days prior written notice to LICENSOR. In the case of an emergency, LICENSEE shall provide as much prior notice to the LICENSOR as possible.

All the IMPROVEMENTS shall remain LICENSEE's property and may be removed by LICENSEE at any time, provided LICENSEE restores the TOWER in accordance with Section 13 of this Agreement set out below. Any damage caused to the TOWER, or any part thereof, which results from the installation, operation, maintenance, replacement, repair, and/or removal of the IMPROVEMENTS shall be promptly repaired or replaced by LICENSEE at its sole cost and expense. LICENSOR represents that it has no knowledge from any source that the TOWER is not suitable for the installation, operation, maintenance, replacement, repair, or removal of the IMPROVEMENTS, and the Parties acknowledge that LICENSOR has not duty of any kind or nature to determine if the TOWER is suitable for the installation, operation, maintenance, replacement, repair, and/or removal of the IMPROVEMENTS.

LICENSEE shall install, operate, maintain, replace, repair, and/or remove the IMPROVEMENTS in strict compliance with applicable federal, state, and local laws, ordinances, orders, regulations, and administrative rulings, including, without limitation, the laws of the FCC, the FAA, OSHA, and LICENSOR'S building codes (all of the foregoing collectively referred to hereinafter as "Applicable Laws"), and in a manner that does not interfere with those users on the TOWER whose use of the TOWER pre-dates the LICENSEE'S use of the TOWER. LICENSEE shall be solely responsible for obtaining all necessary governmental approvals,

licenses, and permits from all federal, state, and local authorities having jurisdiction over the subject matter of LICENSEE'S operations.

LICENSOR acknowledges that LICENSEE provides emergency fire and police dispatching services to its members twenty-four (24) hours a day, seven (7) days a week. For so long as the IMPROVEMENTS are attached onto or within the TOWER, LICENSOR shall take all reasonable measures in conducting its operations and shall control and supervise its agents, employees, contractors, lessees, licensees, and invitees (hereinafter referred to as "LICENSOR'S RELATED PARTIES") to prevent any interference with LICENSEE's dispatching operations. If LICENSEE notifies LICENSOR of any interference by LICENSOR or LICENSOR'S RELATED PARTIES, LICENSOR shall take all reasonable measures to discontinue such interference.

In the event LICENSOR decides to take any action pertaining to the TOWER which may cause interference with LICENSEE's dispatching operations, including but not limited to maintaining, repairing, washing, and/or painting the TOWER, LICENSOR shall notify LICENSEE of LICENSOR's intended action. Thereafter, LICENSEE shall, as soon as possible, inform LICENSOR in writing of the time needed by LICENSEE to effectuate all necessary action with regard to the IMPROVEMENTS and otherwise to prevent LICENSOR's intended action from causing interference with LICENSEE's dispatching operations (hereinafter referred to as "REQUIRED TIME PERIOD"), but in no event shall said REQUIRED TIME PERIOD exceed thirty (30) days. LICENSOR agrees not to begin its intended action with regard to the TOWER until the REQUIRED TIME PERIOD expires, provided the REQUIRED TIME PERIOD shall be reasonable. LICENSEE agrees to be responsible, at its sole expense, to effectuate all necessary action with regard to the IMPROVEMENTS within the REQUIRED

TIME PERIOD so that LICENSOR's intended action will not cause interference with LICENSEE's dispatching operations. Notwithstanding the foregoing, LICENSOR shall not be required to wait until the expiration of the REQUIRED TIME PERIOD to take its intended action in the event the intended action is necessary to prevent an immediate threat to the public health and safety.

Section 6. Assignment. LICENSEE shall not assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the express written consent of LICENSOR.

Section 7. Insurance. At all times while this Agreement is in effect, LICENSEE shall maintain, at LICENSEE's expense, workers' compensation and employees' liability insurance for the protection of LICENSEE's employees. LICENSEE shall also procure and maintain in effect, at LICENSEE's expense, comprehensive general liability insurance (including, but not limited to, insurance covering the operation of automobiles, trucks, and other vehicles) insuring LICENSEE, and LICENSOR and its officers, agents, and employees as additional insureds, for damages as a result of injuries, including death, suffered by persons other than employees of LICENSEE, and liability for damage to property, including the loss of use thereof, arising from or growing out of LICENSEE's conduct in the performance of this Agreement. The comprehensive general liability insurance covering personal injuries, death, and property damage shall be in the sum of not less than one million (\$1,000,000.00) dollars for each person per occurrence and not less than two million (\$2,000,000.00) dollars in the aggregate for each occurrence. During the term of this Agreement, LICENSOR shall insure itself against liability for workers' compensation claims, employees' liability claims, and general liability claims, in the same amounts stated above, by maintaining insurance policies or participating in a risk

management association, to adequately cover the aforesaid claims and its operations regarding the TOWER. Upon request, a Party shall supply to the requesting Party evidence that the insurance coverage required in accordance with this Section 7 is in effect.

Section 8. Defaults. In the event one Party fails to perform and/or abide by any material obligation imposed upon the Party by this Agreement (hereinafter "Defaulting Party"), and the Defaulting Party fails to cure the default within sixty (60) days following written notice from the other Party (hereinafter "Non-Defaulting Party") of the nature of the default, in addition to all other rights and remedies allowed by this Agreement, the Non-Defaulting Party shall be entitled to exercise all its rights and remedies in law and equity. Notwithstanding any provision in this Agreement to the contrary, the Non-Defaulting Party shall be entitled to seek injunctive relief from a court of competent jurisdiction during the aforesaid sixty (60) day period during which the Defaulting Party may cure the default. In the event a lawsuit is filed to enforce a Party's rights and remedies as set forth in this Agreement, the prevailing Party shall be entitled to reimbursement of its reasonable attorney fees and costs from the non-prevailing party. Also, in addition to all its other rights and remedies set forth in the Agreement, a Non-Defaulting Party may terminate this Agreement if the Defaulting Party fails to cure its default within sixty (60) days from receiving notice from the Non-Defaulting Party of the nature of the default.

Section 9. Financial Responsibility. Other than as set out in this Agreement, LICENSOR shall have no financial responsibility or obligation to LICENSEE or any third party as a result of LICENSOR's granting the LICENSE to LICENSEE as described herein.

Section 10. No Lease or Easement. LICENSEE expressly acknowledges that no provision in this Agreement is intended to create a corporal or possessory interest of LICENSEE in the TOWER, and, accordingly, this Agreement shall not be construed as a lease, easement, or

any other interest in the TOWER. Neither this Agreement nor any summary or memorandum of this Agreement shall be recorded with any public authority.

Section 11. Waste. In the exercise of the privileges granted by this Agreement, LICENSEE will conduct all of its operations in a careful and proper manner, not commit any waste or cause damage to the TOWER, or permit any nuisance upon or within the TOWER or the real estate upon which the TOWER is situated.

Section 12. Term. Unless terminated sooner in accordance with this Agreement, this Agreement shall remain in effect for a term of twenty (20) years, provided however, either Party may, for any reason or no reason at all, terminate this Agreement upon serving the other Party with a one (1) year notice of the Party's intention to terminate this Agreement, and the Agreement shall terminate at the end of one (1) year from the effective date of service of notice by the Party terminating the Agreement to the other Party. Notice of termination of this Agreement shall in no manner relieve either Party from performing and/or abiding by all its obligations under this Agreement for the one (1) year period following the effective date of notice of termination by either Party in accordance with this Section.

The parties acknowledge and agree that in the event LICENSOR withdraws as a member of LICENSEE and/or a member of Southwest Central 9-1-1 System, such withdrawal shall not affect each Party's rights and obligations under this Agreement and this Agreement shall remain in full force and effect until terminated in accordance with its own terms.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall automatically terminate if either of the following shall occur:

- (a) LICENSEE gives notice to LICENSOR that the TOWER is not suitable for the purpose set forth in this Agreement; and/or

(b) LICENSEE's Federal Communications Commission license to operate the IMPROVEMENTS on the TOWER expires or is canceled, terminated, or forfeited.

Section 13. Removal of Improvements. Within ninety (90) days after the termination of this Agreement in accordance with its provisions, LICENSEE shall, at its own expense, remove all of the IMPROVEMENTS from the TOWER and restore those portions of the TOWER used to substantially the same condition as they were at the commencement of this Agreement, normal wear and tear excepted.

Section 14. Damage and Destruction. LICENSOR and LICENSEE, and their respective directors, officers, agents, and employees, shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or for any damage or inconvenience which may arise from any cause beyond the reasonable control of the LICENSOR or LICENSEE. In the event the TOWER or any portion thereof is damaged or destroyed by circumstances beyond the control of the LICENSOR or LICENSEE, neither LICENSOR nor LICENSEE shall have any obligation to repair or rebuild same and both LICENSOR and LICENSEE shall have the individual right to terminate this Agreement upon thirty (30) days prior written notice by one Party to the other Party.

Except as provided in this Agreement, LICENSEE, its directors, officers, agents, and employees shall not be responsible or liable to LICENSOR for costs of any kind or nature, regarding the TOWER, including, but not limited to, the repair, maintenance, washing, painting, and/or replacement of the TOWER, provided however, LICENSEE shall be solely responsible

for all costs to repair any damage to the TOWER caused by the LICENSEE's installation, operation, maintenance, replacement, repair, and/or removal of the IMPROVEMENTS, and, to the extent permitted by Illinois law, LICENSEE shall be liable for any damage to the TOWER caused by LICENSEE's actions not related to the installation, operation, maintenance, replacement, repair, and/or removal of the IMPROVEMENTS. Except as provided in this Agreement, LICENSOR and its officers, agents, and employees shall not be responsible or liable to LICENSEE for any costs of any kind incurred with regard to the IMPROVEMENTS, provided however, LICENSOR shall, to the extent permitted by Illinois law, be liable for any damage to the IMPROVEMENTS caused by LICENSOR's actions.

Section 15. Additional equipment. LICENSEE shall not be entitled to install, operate, or maintain in or on the TOWER any equipment other than the IMPROVEMENTS at any time during the term of this Agreement without the prior written consent of LICENSOR.

Section 16. Successor Governmental Entity. This Agreement shall be binding upon and inure to the benefit of any successor governmental entity that may assume and perform the duties of either Party hereto.

Section 17. Miscellaneous. This Agreement sets forth the entire understanding of the Parties regarding the subject matter of the Agreement, and may only be amended, modified, or terminated by a written instrument signed by the Parties unless herein otherwise provided. Either Party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit, or waive that Party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. Any notice required by this Agreement shall be in writing and either hand delivered or mailed by certified mail with a return receipt requested, properly addressed with sufficient pre-affixed postage, to the address following the signatures of each Party to this Agreement. In addition, a copy of any notice to LICENSEE shall be mailed to Ronald F. Neville, Neville & Mahoney, 221 North LaSalle Street, Suite 2100, Chicago, IL, 60601, and a copy of any notice to LICENSOR shall be mailed to Thomas P. Bayer of Klein, Thorpe and Jenkins, Ltd., 20 North Wacker, Suite 1660, Chicago, IL, 60606. All notices mailed shall become effective when received, or within four (4) days after mailing, whichever date is earlier. All hand-delivered notices will be deemed effective upon delivery. Either Party may designate additional persons or places for notice to the Party from the other Party by submitting written notice to the other Party in accordance with this Section.

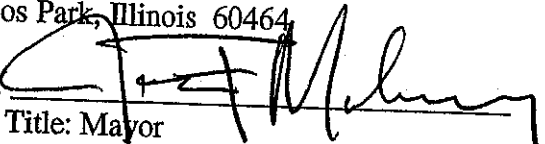
Section 20. Counterparts. This Agreement may be executed in counterparts and by each Party on different counterparts, all of which together shall be deemed an original.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement shall only be modified or amended in writing which writing must be signed by the Parties to this Agreement.

Section 22. Interpretation of Agreement. This Agreement shall be construed as having been drafted by both Parties to this Agreement, and the rule of law that the Agreement shall be construed against the Party who drafts the Agreement shall not be applicable to any interpretation of this Agreement by a court.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement, consisting of eleven (11) pages, including this signature page.

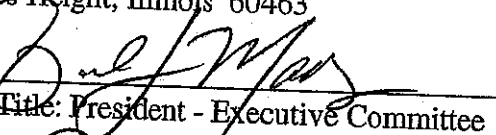
VILLAGE OF PALOS PARK
8999 West 123rd Street
Palos Park, Illinois 60464

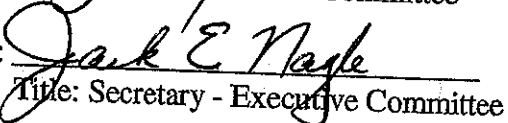
By: 
Title: Mayor

Attest: 
Title: Village Clerk

Date signed by LICENSOR: 10/25/10

SOUTHWEST CENTRAL DISPATCH
7611 West College Drive
Palos Height, Illinois 60463

By: 
Title: President - Executive Committee

Attest: 
Title: Secretary - Executive Committee

Date signed by LICENSEE: 9 NOV 2010

License Agreement between SWCD and VOPP

EXHIBIT A: Legal Description

TOWER SITE

Outlot 45 in Shadow Ridge Estates, being a subdivision in the East ½ of the Northeast ¼ of Section 30, Township 37 North, range 12, East of the Third Principal Meridian.

Property Tax Identification Number: 23-30-202-013

Commonly known as: Shadow Ridge Monopole
Common address: 12150 S. Wolf Road, Palos Park, IL 60464
Common location: Southwest corner of Wolf Road and Ford Road.



VILLAGE OF PALOS PARK

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

Meeting of: October 24, 2022

7:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Direction regarding a Petition for Disconnection concerning 13105 Main Street

BACKGROUND/HISTORY:

In February 2016, the Village of Palos Park annexed Cog Hill Golf and Country Club pursuant to a voluntary petition for Annexation filed by Cook Golf Properties, Inc. and Pine Meadows Golf Club, Inc. As part of this annexation there were two (2) vacant parcels, representing several PINs which are physically separate from the golf courses, and to the north of Main Street (Chicago – Joliet Road). These parcels are surrounded by industrial uses.

At its August 12, 2019, meeting, the Village Council considered two requests regarding the above two parcels, the first was for a 4.76-acre parcel that the Village had received a formal petition to disconnect. The other request was from the new property owner (Albany Trust) to determine if a formal petition was filed, would the Village allow for a voluntary disconnection. The Council acknowledged receipt of the Petition for Disconnection and Cook County's Certificate of paid taxes for the 4.76-acre property owned by Cook Golf Properties and directed the preparation of an ordinance disconnecting said parcel. The Council adopted Ordinance 2019-18 disconnecting that property at its September 9, 2019, meeting

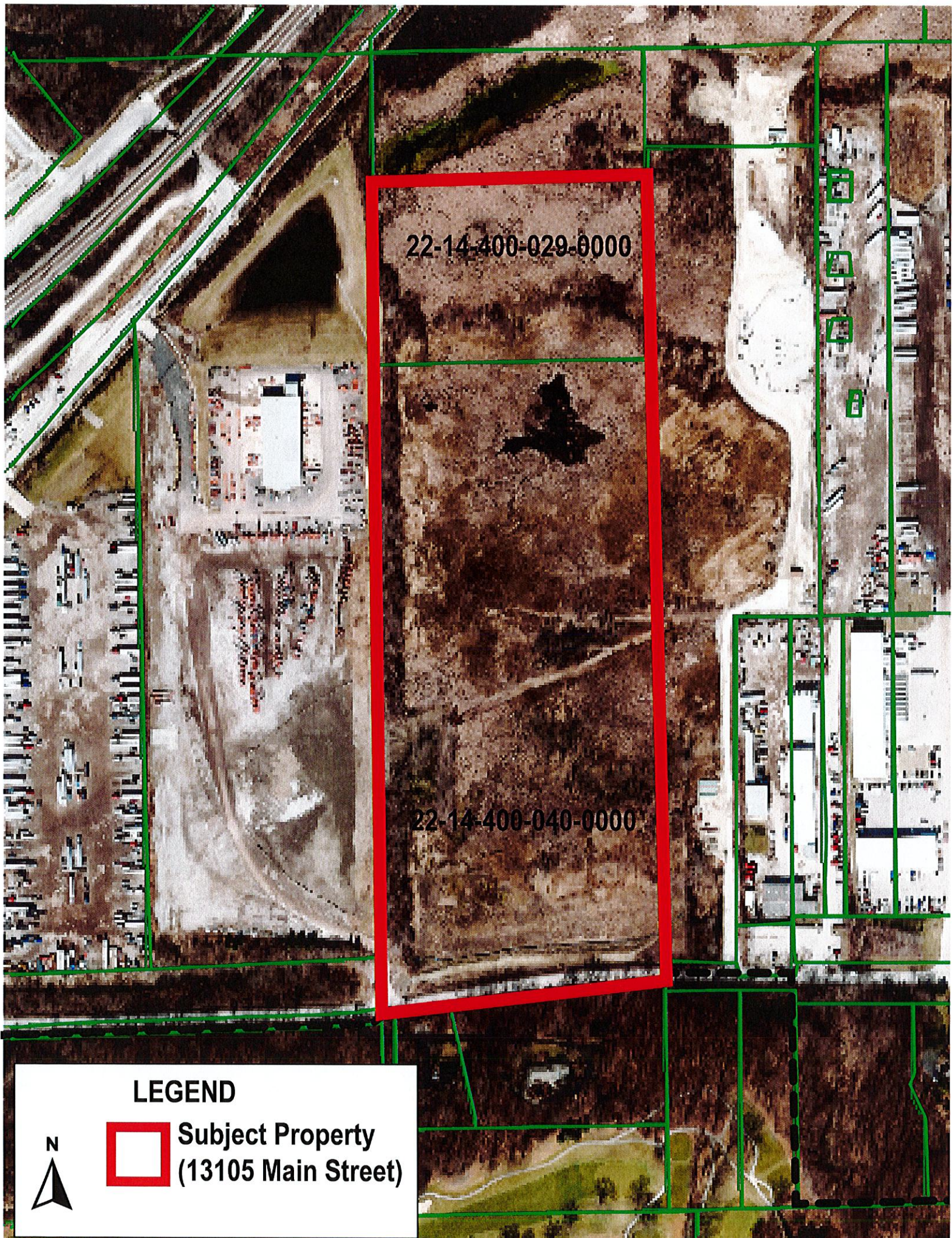
On October 14, 2022, the Village received a formal Petition for Disconnection regarding property commonly known as 13105 Main Street (PIN: 22-14-400-040 and 22-14-400-029) consisting of approximately 28.799 acres (see attached aerial map). This property is owned by Albany Land Trust #11-6498. A portion of this parcel is in a floodplain and has a topography that will make it difficult to develop. State statute indicates that consideration of the disconnection petition cannot take place until at least 30 days have passed from its filing with the Village Clerk; as such, the Village Council cannot take formal action regarding this petition until its November 14, 2022.

STAFF RECOMMENDATION:

Staff would recommend that the Village Council acknowledge receipt of the Petition for Disconnection and proof of payment of property taxes for the property at 13105 Main Street, and direct the Village Attorney to prepare the appropriate ordinance for consideration at the Council's November 14, 2022, meeting

RECOMMENDED MOTION:

I move that the Village acknowledge receipt of a Petition for Disconnection and proof of payment of property taxes for the property at 13105 Main Street submitted on October 14, 2022 and direct the Village Attorney to prepare the appropriate ordinance to voluntarily disconnect said parcel for consideration at the Village Council's November 14, 2022 meeting.



22-14-400-029-0000

22-14-400-040-0000

LEGEND



 **Subject Property
(13105 Main Street)**

LAW OFFICES
ROCK FUSCO & CONNELLY, LLC

NATHAN D. SCURTU
DIRECT: 312-970-3449

333 W. WACKER DRIVE
19TH FLOOR
CHICAGO, ILLINOIS 60606
(312) 494-1000
FAX (312) 494-1001
WWW.RFCLAW.COM

NSCURTU@RFCLAW.COM

October 13, 2022

Via: First Class Mail and Email Delivery

Marie Arrigoni, Village Clerk
Village of Palos Park, Cook County, Illinois
8999 W. 123rd Street
Palos Park, Illinois 60464
marrigoni@palospark.org

Re: Petition for Disconnection

Dear Ms. Arrigoni:

As you may be aware, our law firm has been retained by the Albany Land Trust #11-6498 (the "Albany Land Trust"), concerning the disconnection from the Village of Palos Park of the property commonly known as 13105 Main Street, Palos Park, Illinois 60464 (more specifically, the following PINS: 22-14-400-040 and 22-14-400-029).

Pursuant to 65 ILCS 5/7-3-4, the Albany Land Trust respectfully submits this voluntary petition for disconnection of the Property from the Village of Palos Park, enclosed along with this letter (the "Petition"). The Petition has been signed by the owners of record representing a majority of the area of land in such territory requesting the Property be disconnected. Furthermore, you will also find a copy of the most recently recorded deed concerning the property, as well as an original executed mylar Plat of Disconnection and an original executed paper Plat of Disconnection.

Should you have any questions regarding the Petition, please do not hesitate to contact me.

Very Truly Yours,

ROCK FUSCO & CONNELLY, LLC



Nathan D. Scurtu

Enclosure

cc: Thomas P. Bayer; tpbayer@ktjlaw.com

State of Illinois)
)
County of Cook)

TO: Marie Arrigoni, Village Clerk, Village of Palos Park, Cook County, Illinois

Petition for Disconnection

Pursuant to Section 5/7-3-4 of Chapter 65 of the Illinois Compiled Statues, Albany Bank & Trust Company N.A. as Trustee of Land Trust #11-6498 pursuant to the Trust Agreement dated February 11, 2019 (the "Petitioner"), requests disconnection of certain property from the Village of Palos Park ("Palos Park") and in support thereof states as follows:

1. Albany Land Trust #11-6498 is the legal owner of the property legally described and depicted on Exhibits A and B, respectively, attached hereto and made part hereof (the "Subject Property").
2. That the Subject Property is currently within Palos Park.
3. That attached to this Petition for Disconnection as Exhibit C, and made part hereof, is a Certificate of the County Clerk of Cook County showing that all Palos Park taxes and assessments due up to the time of presenting this Petition for Disconnection are fully paid and current.
4. The Subject Property is:
 - a. On the border of the corporate limits of the Village of Lemont and Palos Park;
 - b. Approximately 33.25 acres in area; and
 - c. There are no electors residing on the Subject Property.
5. If the Subject Property is disconnected, it will not:
 - a. Result in the isolation of any part of Palos Park from the remainder of Palos Park;
 - b. Result in the growth prospects and planning and zoning ordinances of Palos Park being unreasonably disrupted.
 - c. Result in substantial disruption to the existing Palos Park service facilities such as, but not limited to sewer systems, street lighting, water mains, garbage collection, and fire protection; or
 - d. Result in Palos Park being unduly harmed through loss of the tax revenue in the future.

Exhibit A
Legal Description of the Subject Property

THE WEST HALF OF THE WEST HALF (EXCEPT THE NORTH 300 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF MAIN STREET (SAG-LEMONT ROAD), IN COOK COUNTY, ILLINOIS.

P.I.N.s: 22-14-400-029 and 22-14-400-040

Exhibit B
Map of the Subject Property

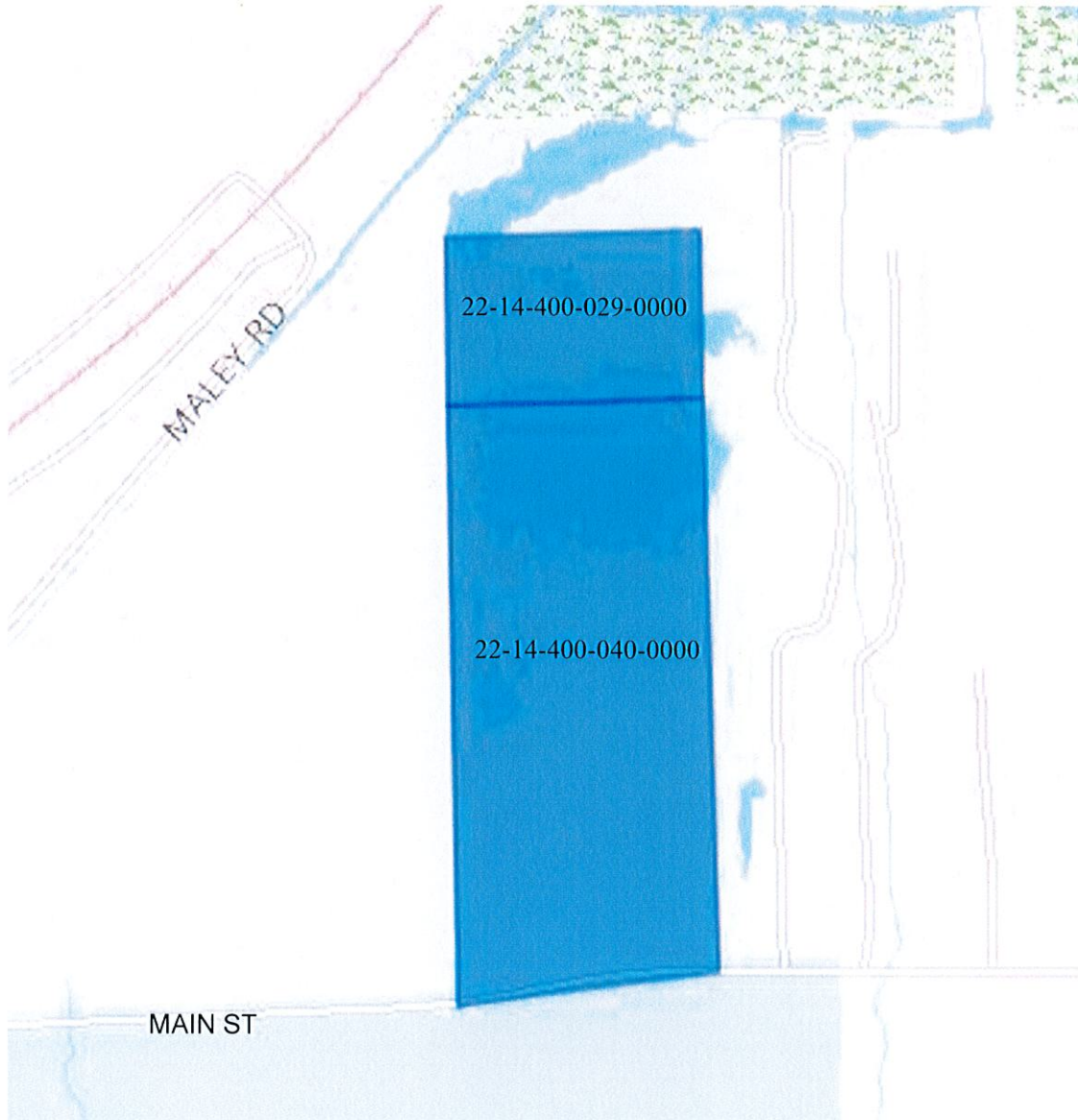


Exhibit C

Proof of Payment Certificate From Cook County Clerk



Maria Pappas, Cook County Treasurer

Office of the Cook County Treasurer
118 North Clark Street, Room 112
Chicago, Illinois 60602

PIN Payment Summary Report for Tax Year 2021

PIN	Tax Payer Name	Mailing Address	Property Location	Tax Amount Due (1st Installment)	Tax Amount Due (2nd Installment)
22-14-400-040-0000	ALBANY BANK & TRUST CO	3400 W. LAWRENCE AVENUE CHICAGO IL 60625-5104	12294 ARCHER AVE LEMONT IL 60439-6711	\$12,876.44	\$0.00

INTERNET

Date Paid	Inst	Tax Paid	Interest Paid	Cost Paid	Total Paid	Serial Number	Tax Type	Confirmation No	Agent Name	Company Name
04/22/22	1	\$12,876.44	\$386.30	\$0.00	\$13,262.74	042522500301	00	CCTPTX008418228	Jose Velez	



Maria Pappas, Cook County Treasurer

Office of the Cook County Treasurer
118 North Clark Street, Room 112
Chicago, Illinois 60602

PIN Payment Summary Report for Tax Year 2021

PIN	Tax Payer Name	Mailing Address	Property Location	Tax Amount Due (1st Installment)	Tax Amount Due (2nd Installment)
22-14-400-029-0000	LAND TRUST NO 116498	3400 W LAWRENCE AVE CHICAGO IL 60625-5104	12294 ARCHER AVE LEMONT IL 60439-6711	\$1,579.36	\$0.00

INTERNET

Date Paid	Inst	Tax Paid	Interest Paid	Cost Paid	Total Paid	Serial Number	Tax Type	Confirmation No	Agent Name	Company Name
04/22/22	1	\$1,579.36	\$47.38	\$0.00	\$1,626.74	042522500300	00	CCTPTX008418231	Jose Velez	



OFFICE OF THE COUNTY CLERK
KAREN A. YARBROUGH, CLERK
118 N. CLARK STREET, ROOM 434, CHICAGO, IL 60602

CUSTOMER RESEARCHED ORDER FORM PIN LIST

OCTOBER 11, 2022

DATE PRINTED

22-14-400-040-0000
PROPERTY INDEX NUMBER

NO SOLD/FORF OR OPEN ITEMS

22-14-400-029-0000
PROPERTY INDEX NUMBER

PROPERTY INDEX NUMBER

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PROPERTY INDEX NUMBER

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PLEASE VERIFY YOUR PIN LIST IS CORRECT BEFORE SIGNING AND SUBMITTING YOUR ORDER FORMS AND PAYMENT.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE COUNTY CLERK'S RULES AND DISCLOSURES REGARDING THE OFFICE PROCEDURES AND USE OF THIS INFORMATION WITH THE PROVISION OF MY SIGNATURE ON THE BOTTOM OF EACH CUSTOMER RESEARCHED ORDER FORM.

TOTAL PAYMENT DUE

\$0.00

By 11/01/22

2021 First Installment Property Tax Bill

Property Index Number (PIN) 22-14-400-029-0000 Volume 062 Code 19024 Tax Year (Payable In) 2021 (2022) Township LEMONT Classification 1-00

IF PAYING AFTER 03/01/22, PLEASE PAY 11/02/22-12/01/22 **\$0.00** OR 12/02/22-01/01/23 **\$0.00** OR 01/02/23-02/01/23 **\$0.00**

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
South Cook Mosquito Abatement Harvey	\$2,252,151	\$4,314,958	\$0	100.00%
Metro Water Reclamation Dist of Chicago	\$3,294,323,000	\$2,958,492,000	\$1,219,143,000	58.79%
Lemont Fire Protect. Dist.	\$8,919,234	\$52,926,942	\$8,696,356	83.57%
Lemont Park District	\$12,581,088	\$7,868,527	-\$138,632	101.76%
Joliet Junior College District 525	\$229,689,034	\$52,671,277	\$52,671,277	00.00%
Lemont High School District 210	\$33,903,230	\$15,450,075	\$3,218,272	79.17%
Lemont-Bromberek Combined SD 113A	\$20,039,927	\$16,461,344	\$1,131,240	93.13%
Village of Palos Park	\$2,689,966	\$20,416,124	\$6,308,826	69.10%
Town of Lemont	\$96,893	\$1,952,631	\$27,429	98.60%
Cook County Forest Preserve District	\$233,103,051	\$540,107,634	\$328,420,280	39.19%
County of Cook	\$7,595,772,042	\$26,972,931,181	\$15,481,971,961	42.60%
Total	\$11,433,369,616	\$30,643,592,693	\$17,101,450,009	

TAX CALCULATOR

2020 TOTAL TAX 2,871.56
 2021 ESTIMATE X 55%
 2021 1st INSTALLMENT = 1,579.36

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

IMPORTANT MESSAGES

- Pay this bill at cookcountytreasurer.com

PROPERTY LOCATION

12294 ARCHER AVE
 LEMONT IL 60439 6711

MAILING ADDRESS

LAND TRUST NO 116498
 3400 W LAWRENCE AVE
 CHICAGO IL 60625-5104

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE

\$0.00

IMPORTANT PAYMENT MESSAGES

Use of this coupon authorizes the Treasurer's office to

Property Index Number (PIN) 22-14-400-029-0000

T116 Volume 062

Amount Paid

TOTAL PAYMENT DUE

\$0.00

By 11/01/22

2021 First Installment Property Tax Bill

Property Index Number (PIN) 22-14-400-040-0000 Volume 062 Code 19024 Tax Year (Payable In) 2021 (2022) Township LEMONT Classification 1-00

IF PAYING AFTER 03/01/22, PLEASE PAY 11/02/22-12/01/22 **\$0.00** OR 12/02/22-01/01/23 **\$0.00** OR 01/02/23-02/01/23 **\$0.00**

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
South Cook Mosquito Abatement Harvey	\$2,252,151	\$4,314,958	\$0	100.00%
Metro Water Reclamation Dist of Chicago	\$3,294,323,000	\$2,958,492,000	\$1,219,143,000	58.79%
Lemont Fire Protect. Dist.	\$8,919,234	\$52,926,942	\$8,696,356	83.57%
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County of Cook	\$7,595,772,042	\$26,972,931,181	\$15,481,971,961	42.60%
Total	\$11,433,369,616	\$30,643,592,693	\$17,101,450,009	

TAX CALCULATOR

2020 TOTAL TAX 23,411.70
 2021 ESTIMATE X 55%
 2021 1st INSTALLMENT = 12,876.44

The First Installment amount is 55% of last year's total taxes. All exemptions, such as homeowner and senior exemptions, will be reflected on your Second Installment tax bill.

IMPORTANT MESSAGES

- Pay this bill at cookcountytreasurer.com

PROPERTY LOCATION

12294 ARCHER AVE
 LEMONT IL 60439 6711

MAILING ADDRESS

ALBANY BANK & TRUST CO
 3400 W. LAWRENCE AVENUE
 CHICAGO IL 60625-5104

DETACH & INCLUDE WITH PAYMENT

TOTAL PAYMENT DUE

\$0.00

IMPORTANT PAYMENT MESSAGES

Use of this coupon authorizes the Treasurer's office to

Property Index Number (PIN) 22-14-400-040-0000

Amount Paid

T116 Volume 062

NOT AN OFFICIAL DOCUMENT

FIRST AMERICAN TITLE
FILE # 21557002

WARRANTY DEED IN TRUST

After Recording Mail to:
Mr. Patrick Clancy
321 N. Clark Street | Suite 2200
Chicago, IL 60654

Name and Address of Taxpayer:
Albany Bank & Trust Company
Under Trust No. 11-6498
3400 W. Lawrence Avenue
Chicago, IL 60625

Doc# 1910508042 Fee: \$50.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/15/2019 09:27 AM Pg: 1 of 2

Dec ID 20190301625537
ST/CO Stamp 0-168-178-592 ST Tax \$558.50 CO Tax \$279.25

THIS INDENTURE WITNESSETH, That the Grantor Cook Golf Properties, Inc., an Illinois Corporation

of the County of Cook and State of Illinois for and in consideration of the sum of ten and 00/100 dollars and other valuable considerations in hand paid, Convey and Warranty unto ALBANY BANK & TRUST COMPANY N.A., a National Banking Association, its successor or successors, as Trustee under the provisions of a Trust Agreement dated February 11, 2019 and known as Trust Number 11-6498 the following described real estate in County of Cook and State of Illinois, to wit:

The West Half of the West Half of the Southeast Quarter of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, lying North of Main Street (Sag-Lemont Road), in Cook County, Illinois.

Property Address: 13105 Main Street, Palos Park, IL 60464
PIN# 22-14-400-008-0000, 22-14-400-028-0000, 22-14-400-029-0000 (Affects a portion of said land)

Subject to: general real estate taxes not due and payable at the time of closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record;

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract, to sell, to grant options, to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 196 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for the real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would by lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

NOT AN OFFICIAL DOCUMENT

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale or execution or otherwise.

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal this 1st day of April, 2019. Cook Golf Properties, Inc. an Illinois Corporation

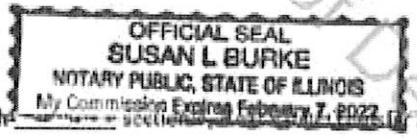
(Seal) Katherine Jemsek (Seal)
By: Katherine J. Jemsek, President

STATE OF ILLINOIS
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Katherine J. Jemsek, President of Cook Golf Properties, Inc., an Illinois corporation personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 1st day of April, 2019.

Susan L. Burke
Notary Public



Illinois Transfer Stamp - Exempt under provisions of paragraph

Buyer, Seller, or Representative

Prepared by: John P. Antonopoulos
Antonopoulos & Virtel, PC
15419 127th Street - Suite 100
Lemont, IL 60439

Print Form
Clear Form