



MEETING AGENDA

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

REVISED 2/20/2026

Monday, February 23, 2026

6:30 PM

Kaptur Administrative Center

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF MINUTES

A. Regular Council meeting of February 9, 2026

5) RECOGNITION/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

Mayor Nicole Milovich Walters to recognize Marie Arrigoni on her 15 years of dedicated service as Village Clerk to the Village of Palos Park

6) HEARINGS

7) CONSENT AGENDA

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

A. To approve the proposal from Comfort Zone in the amount of \$7,758.00 to provide the yearly maintenance on the Village owned HVAC Systems

B. To approve the payment to Airy's to complete an emergency repair on the 10" main on 121st and Southwest Highway in the amount of \$10,399.98

C. To approve the payment to Airy's to complete an emergency repair on the 10" main on 121st and 80th Avenue in the amount of \$9,386.08

D. To approve the payment to Airy's to complete an emergency repair on the 8" main at 104 Commons Drive in the amount of \$19,645.34

E. To approve the payment to Airy's to complete an emergency repair on the 6" main at 8101 W. 123rd Street in the amount of \$7,208.13

F. To approve payment of invoices on the Warrant List dated February 23, 2026 in the amount of \$120,578.55

8) OLD BUSINESS

9) BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS

A. To consider ZBA 2025-05; regarding variance requests to increase the maximum fence height from four and one-half feet to six feet, and decrease the minimum required fence open space per every one foot of linear dimension from 70% to zero; regarding the construction of a six foot privacy fence on the property commonly known as 38 McCord Trace

B. To approve Ordinance 2026-03 “An Ordinance approving A Certain Front Yard Setback Variation (12500 S 90th Avenue). The Ordinance states that the Village Council approves and adopts the findings and recommendations of the Zoning Board of Appeals to allow a 50.25’ setback from the required 78.16’ setback to construct a single-family home at the property commonly known as 12500 S. 90th Avenue

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

F. Clerk’s Report

G. Manager’s Report

1. To approve the contract with Big Tent Events of Carol Stream, IL in the amount of \$19,247.12 to provide tents, flooring, lights and staging at the Village’s 2026 Autumn In The Park Festival

11) ANNOUNCEMENTS

12) CITIZENS AND VISITORS COMMENT PERIOD

13) ADJOURNMENT OF REGULAR MEETING

**MINUTES OF THE BOARD OF COMMISSIONERS'
REGULAR MEETING
HELD ON FEBRUARY 9, 2026**

The Board of Commissioners of the Village of Palos Park, Cook County, Illinois held its regular meeting on Monday, February 9, 2026. Mayor Milovich Walters called the meeting to order at 6:30 p.m. Answering roll call were Commissioners, Petan, Wade, Reed, Polk and Mayor Milovich-Walters.

Also in attendance were Richard Boehm, Village Manager; Howard Jablecki, Village Attorney; Alison Brothen, Finance Director; Joe Miller, Police Chief; Stephen DeFalco, Recreation Director and Kathie May, Community Development Coordinator.

APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JANUARY 26, 2026:
Commissioner Petan moved, seconded by Commissioner Wade, to approve the minutes of the Regular Council Meeting held on JANUARY 26, 2026, as presented.

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

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

NAYS: -0-

ABSENT: -0-

ABSTAIN: -1- Commissioner Petan

RECOGNITIONS/PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS:

HEARINGS: None

CONSENT AGENDA

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

Commissioner Petan moved, seconded by Commissioner Wade to:

- A. approve the Warrant List for February 9, 2026 to include the \$2,825.10 payment to PATSE Bus Service for 258 rides provided to Palos Park residents from May 1, 2024 – April 30, 2025
- B. approve a Contract with IMAJE Records, Inc. to hire Mike & Joe Band to perform on Friday September 18, 2026 at the Autumn In The Park Festival at a cost of \$5,500
- C. approve payment of invoices on the Warrant List dated February 9, 2026 in the amount of \$221,587.87
- D. approve the Supplemental Warrant List dated February 9, 2026 for manual checks, payroll, and recurring wire transfers in the amount of \$557,918.22

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

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

NAYS: -0-

ABSENT: -0-

OLD BUSINESS: None

BOARD, COMMISSION AND COMMITTEE RECOMMENDATIONS: None

INFORMATION & UPDATES:

COMMISSIONER OF PUBLIC WORKS AND STREETS/RECREATION & PARKS, REBECCA PETAN:

SCADA AGREEMENT: Commissioner Petan presented the 2026 SCADA (Supervisory Control and Data Acquisition) maintenance agreement with Concentric Integration. The Village has contracted with Concentric Integration, formerly Baxter and Woodman Control Systems, since 2016 for SCADA maintenance. The 2025 agreement was approved for a cost of \$10,660.00. The 2026 agreement is proposed at a cost of \$11,180.00. Public Works is seeking approval of the new agreement. This agreement covers maintenance issues and 24-hour monitoring of our system.

Commissioner Petan moved, seconded by Commissioner Wade to approve the 2026 SCADA Maintenance Agreement with Concentric Integration in the amount of \$11,180.00.

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

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

NAYS: -0-

ABSENT: -0-

Commissioner Petan thanked everyone for a successful Chili in The Park that was held on February 7, 2026. Spring Programming is up and running. The Recreation Department will have an Open House on Thursday February 12th from 6-8pm. Doggie Dash 5k and 1 mile walk is open for registrations as well.

COMMISSIONER OF BUILDING & PUBLIC PROPERTY, MIKE WADE:

PLAN COMMISSION MEETING: Commissioner Wade informed residents that the Village has been working with a consultant (Camiros) on a process to comprehensively update the Village's development regulations in order to provide clear zoning and subdivision requirements and suitably regulate new development. Multiple public meetings have been held regarding this Code update; including recent Public Hearings with the Plan Commission in October and December 2025.

Recently the Village received a revised Public Hearing Draft, dated January 2026. This document is the product public feedback and further direction from the Plan Commission provided at the previous two meetings. A further Public Hearing will be held at the regularly scheduled Plan Commission meeting of February 19, 2026 at 7 PM. The public is welcome to attend this meeting and comment on the proposed changes.

After review and recommendation by the Village's Plan Commission, the proposed Development Code Update and map changes would need formal approval by the Village Council.

Information regarding the Development Code Update project can be found online on the Village website. A hard copy of the Public Hearing draft is also available at the Kaptur Center for viewing.

Please contact Building Department at 708-671-3700 regarding the draft Development Code and the public meeting.

BUILDING DEPARTMENT REPORT: Commissioner Wade reported that the Building Department processed two (2) permits from January 20, 2026 to February 4, 2026 resulting in \$495.00 in permit fees for a total of \$76,729.50 in permit fees for the Fiscal Year Ending 2026. Seventeen (17) inspections were completed during this time.

COMMISSIONER OF PUBLIC HEALTH AND SAFETY, DANIEL POLK:

POLICE ACTIVITY REPORT: Commissioner Polk reported that the Police Department received 2243 calls for service/CAD Events from January 26, 2026 through February 8, 2026. Palos Park Police also issued 18 citizen assist calls, 14 case reports, 13 accident reports, 0 adult arrests, 0 juvenile arrests, 0 police impounds, 55 traffic stops, 24 moving violations, 32 adjudication tickets, and 38 speeding tickets.

FRONTLINE PUBLIC SAFETY SOLUTIONS: Commissioner Polk reminded residents that the Palos Park Police Department uses Frontline Public Safety Solutions. Frontline Public Safety Solutions gives our community members the ability to request vacation watches, house checks, and overnight parking by completing an online request. The link to our Frontline portal can be found on the Village website or you can go directly to the portal by clicking the link below. There is no cost to our community members for this service.

<https://www.frontlinepss.com/palosparkpd>. Any questions please call the Police Department at 708-671-3770.

AUTISM AWARENESS AND LAW ENFORCEMENT: Commissioner Polk informed residents that police officers recognize that a different approach is necessary when responding to calls for service with individuals with autism. They may exhibit behaviors that look similar to someone under the influence of drugs or alcohol. Officers are trained to adapt their response but they need to know. Family, friends, or caregivers should tell dispatchers and officers on scene right away. 911 callers should mention the person's diagnosis and any known triggers or calming techniques and if safe and appropriate, the individual with autism should be encouraged to tell officers.

VALENTINE'S DAY SCAM: Commissioner Polk warned residents of Valentine's Day scam fakes interest in a relationship steal money. Things to look out for are: They profess love quickly and avoid in-person meetings. They claim to be working overseas or in the military and can't meet. They ask for money, gift cards, or cryptocurrency for emergencies. They pressure you to keep the relationship private. Never send money to someone you haven't met in person. Be cautious if their social media profile seems too perfect. Do a reverse image search to check if their photos are stolen. Talk to a trusted friend or family member if something feels off.

COMMISSIONER OF ACCOUNTS AND FINANCES, G. DARRYL REED: Commissioner Reed did not have a formal report this evening.

MAYOR'S REPORT: Mayor Milovich Walters did not have a formal report this evening.

CLERK'S REPORT: The Clerk's department did not have a formal report this evening.

MANAGER'S REPORT: Manager Boehm did not have a formal report this evening.

ANNOUNCEMENTS: Mayor Milovich-Walters announced Celebrate Residents and asked if you have someone you want to recognize in the Village to email her at mayor@palospark.org. Mayor Milovich Walters also announced that February 10th is Teens Domestic Violence Awareness Day. Wear orange to support.

CITIZENS AND VISITORS COMMENT PERIOD: None

ADJOURNMENT OF REGULAR COUNCIL MEETING: There being no further business, Commissioner Petan moved, seconded by Commissioner Wade, to adjourn the meeting at 6:48 p.m.

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

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

NAYS: -0-

ABSENT: -0-

Respectfully submitted,

Lisa M. Boyle, Deputy Village Clerk



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Approve the proposal from Comfort Zone to provide the 2026/27 maintenance on Village HVAC Systems.

BACKGROUND/HISTORY:

Public Works is requesting the Village Council to approve an agreement with Comfort Zone Heating and Cooling to provide yearly maintenance for the Village owned buildings including the Kaptur Center, the Recreation Building, the Water Pump Station, the Public Works Garage, the METRA Station, and the rental house. Performing maintenance on a regularly scheduled basis can help identify a potential breakdown before it turns into a costly service call and repair bill. Over the last three years the Village have used Comfort Zone with superior results. They have provided fast response times and more value on repair and replacement costs with better results. Comfort Zone's proposal of \$7,758.00 for the 2026/27 budget year is the same cost as in years 2023, 2024 and 2025. This is included in the 2026/27 Budget.

STAFF RECOMMENDATION:

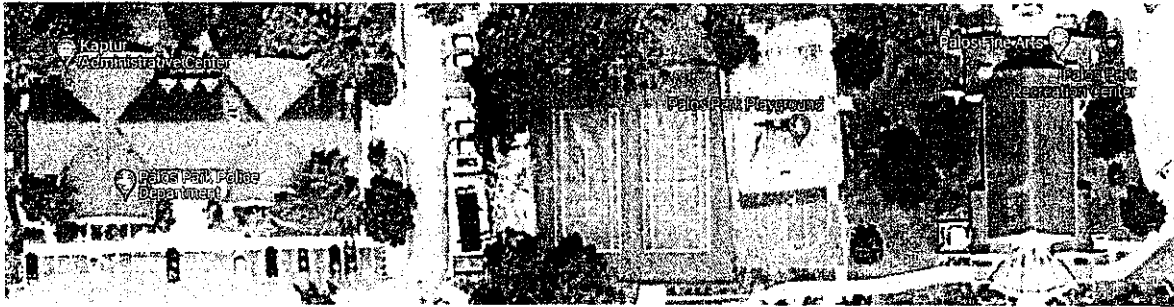
Staff recommend approving the proposal from Comfort Zone.

RECOMMENDED MOTION:

I move to approve the proposal from Comfort Zone in the amount of \$7,758.00 to provide the yearly maintenance on the Village owned HVAC Systems.



HVAC Maintenance and Service Program



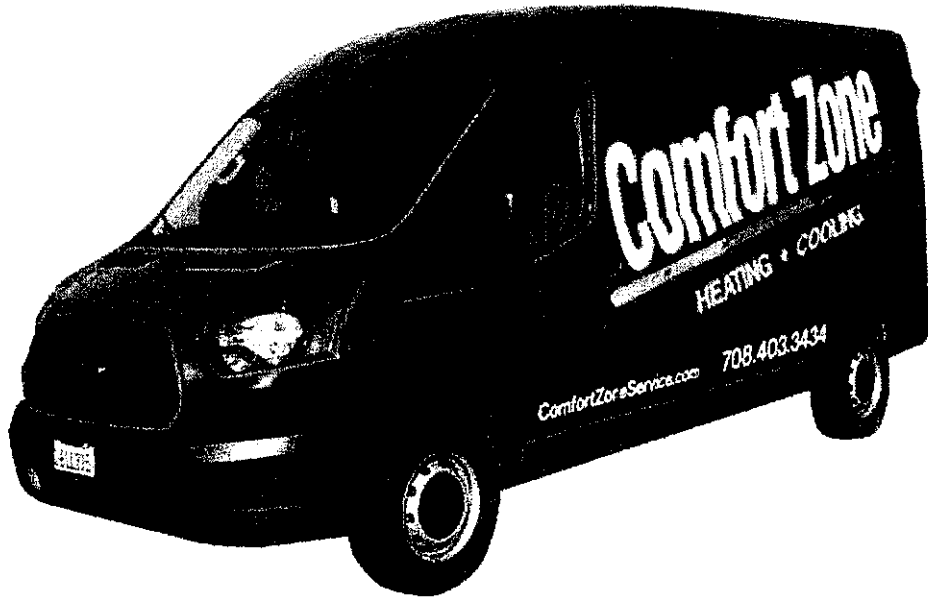
Service Locations:

- Village Hall** - 8999 123rd St. Palos Park, IL 60464
- Recreation Center** - 8901 123rd St, Palos Park, IL 60464
- Public Works Building** - 8912 131st St, Palos Park, IL 60464
- Metra Station** - 123rd St. & 82nd Ave. Palos Park, IL 60464
- Pump House** - 12101 SW Hwy, Palos Park, IL 60464
- Rental House** - 12309 S 90th Ave, Palos Park, IL 60464



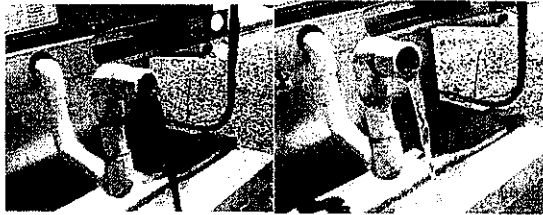
Prepared By: Chad Stanek

Commercial Services Representative
Direct Phone -- 708-334-2863
Email -- Chad@ComfortZoneService.com



Did You Know?

- A refrigerant undercharge of only 10% can increase operating costs by almost 20%. This is why Comfort Zone Service uses state of the art digital gauges, delivering the most accurate charge available. We first determine a temperate drop across your cooling coil, then deliver a 100% accurate charge utilizing superheat and sub cooling temperatures.
- Some air conditioning and heating problems can DOUBLE operating costs without reducing comfort.
- Up to 80% of all air conditioning and heating failures could be eliminated if the problem that led to the failure were corrected during routine cleaning.
- Refrigerant should never need to be replaced. If it must be added every year, there is an expensive leak that should be repaired. Comfort Zone Service uses state of the art leak detection equipment.
- A dirty evaporator, condenser and blower could increase electrical usage by 50% or more.



Coverage

Equipment: Comfort Zone Service agrees to perform maintenance on equipment included on the attached equipment schedule.

Labor: Comfort Zone Service agrees to perform maintenance tasks as described in the attached scope of work during straight time hours, unless otherwise noted. The Customer agrees to pay for all calls, repairs, or other costs on a quoted basis, subject to approval by customer.

Parts: Included in this agreement are routine maintenance parts as follows:

Parts	Frequency
MERV 8 Pleated Air Filters (Customer Supplied)	Quarterly Change
System Belts	Annual Supply & Change

Scope of Work: Please refer to the scope of work section for specific maintenance procedures to be performed on your equipment. However, here is a brief overview:

Scope	Frequency
Maintenance Visit Frequency	Quarterly
Condenser Coil Cleaning	Annually

24 Hour Emergency Service: Comfort Zone Service will provide emergency service 24 hours a day, 7 days a week to reduce the costs and disruptions of downtime when unexpected problems occur. The cost for emergency service is not included within the scope of this maintenance agreement.

Priority Response: Customers covered under a maintenance program will receive priority response over all non-agreement customers. Typical response time for emergencies is within 24 hours from the time service call is placed. However, high call volume and inclement weather may increase response time accordingly.

Labor Discount: For service calls and repairs outside the scope of this agreement, customer will receive a 10% labor discount.

Benefits

Reduce Unplanned Downtime: Performing maintenance on a regularly scheduled basis can help identify a potential breakdown before it turns into a costly service call. Although it is impossible to eliminate all breakdown situations, in most cases being proactive rather than reactive can reduce unplanned downtime & reduce unexpected repair costs.

Increase Energy Efficiency: Through the course of each heating and cooling season your HVAC systems (whether it's a boiler, forced air system, water heater etc.) will accumulate dirt, dust, debris, soot and scale which all have an impact on the performance of your system. Buildup can impact your system's performance by reducing its ability to transfer heat – causing your system to run harder and longer. Ensuring proper operation and cleanliness of your HVAC systems is essential to reducing their operating costs.

Decrease Repair Costs: During each maintenance visit Comfort Zone Service will also inspect covered equipment to see if any proactive steps/repairs should be made to the unit before a major failure or emergency call is prompted.

Improve Building and Equipment Safety: During each visit not only are we performing maintenance, but we also checking the built in safety mechanisms of covered equipment. Exhaust, boiler, refrigerant and gas fired systems all have safeties and/or limit switches which should be tested on a regular basis. Ensuring proper operation of these components will help improve the safety of building occupants and help ensure proper/safe operation of equipment.

Increase Equipment Life Expectancy: As with any mechanical piece of equipment, maintenance is a key component to maximizing the life expectancy of your equipment & retaining asset value. Setting up a program with quarterly, semiannual or annual inspections can help maximize the life expectancy of your heating, cooling systems.

Review of Comfort Zone Service's Capabilities

HVAC: Comfort Zone Service's HVAC services consist of the installation, integration, repairs, or start-up of HVAC systems. Our areas of expertise include: Air Handlers, Boilers, Burners, exhaust systems, heat recovery systems, hydronic systems, rooftop units, and ventilation systems. Comfort Zone Service's qualified service technicians are capable of solving all of your heating, ventilation, and air conditioning needs.

Boiler Service & Repair: Comfort Zone Service's boiler services consist of the erection, installation, repair and preventative maintenance of boilers. The services include: auxiliary equipment, boiler washouts, condensate/expansion tank repair/installation, internal inspections, stack repair and replacement. We are well equipped to service and repair all types of boilers.

Additional Capabilities:

- Custom Sheet Metal Fabrication and Installation
- Electrical Service
- Piping Fabrication and Installation
- 24 Hour Emergency Service

Contact Information

Customer Contact Information

Customer: Village of Palos Park

Contact: Fidel Castillo

Mobile: 708-935-2296

Email: fcastillo@palospark.org

Comfort Zone Service Office

Main Office Phone: 708-403-3434

After Hours Emergency: 708-334-0570

Main Office Address: 9910 W. 190th Street Ste. K - Mokena, IL 60448

Comfort Zone Service Key Personnel Contact Information

Glen A. Stanek – Service Manager

Mobile: 708-334-0570

Email: Glen@ComfortZoneService.com

Chad Stanek – Account Representative

Mobile: 708-334-2863

Email: Chad@ComfortZoneService.com

Scope of Work

Packaged Rooftop Units

Cooling Season Maintenance

- Inspect air filters and change per contract.
- Check condensate drain pans and piping for blockage, clean as needed.
- Inspect condensing coils and clean per contract.
- Inspect evaporator coils.
- Check and tighten fan mounting hardware as needed.
- Inspect operation of unit dampers.
- Inspect damper linkages, lubricate as needed.
- Inspect and lubricate fan shaft bearings, as applicable.
- Check belt tension and adjust as needed.
- Inspect supply fan belt(s) and change per contract.
- Inspect and tighten wire terminal connections.
- Check unit operating conditions and temps.
- Check and tighten electrical connections, contactors and relays.
- Check starter, tighten all terminals and check contacts for wear.
- Check/lubricate motor & fan bearings per manufacturer's specifications.
- Lubricate and adjust dampers, linkage, and controls.
- Check motor operating conditions and amperage.
- Check economizer operations, clean and adjust as necessary (if applicable).

Heating Season Maintenance

- Inspect air filters and change per contract.
- Inspect gas train.
- Inspect heat exchanger for any cracks, corrosion or holes.
- Check combustion air blower for dirt/buildup, clean as needed.
- Check and tighten fan mounting hardware as needed.
- Inspect operation of unit dampers.
- Inspect damper linkages, lubricate as needed.
- Inspect and lubricate fan shaft bearings, as applicable.

- Check belt tension and adjust as needed.
- Inspect supply fan belt(s) and change per contract.
- Inspect and tighten wire terminal connections.
- Check unit operating conditions and temps.
- Check and tighten electrical connections, contactors and relays.
- Check starter, tighten all terminals and check contacts for wear.
- Check/lubricate motor & fan bearings per manufacturer's specifications.
- Lubricate and adjust dampers, linkage, and controls.
- Check motor operating conditions and amperage.
- Check economizer operations, clean and adjust as necessary (if applicable).

Exhaust Fans

Annual Maintenance

- Check unit operation.
- Lubricate fan bearings as needed.
- Inspect fan belt(s) and change per contract (as applicable).
- Check belts and sheaves adjust as required (as applicable).
- Check unit for excessive noise and vibration.

Discounts and incentives

Discounted Service Rate

Service Agreement customers will receive 10% off all repairs.

Response Time: Comfort Zone Service's agreement customers in good standing will receive priority service over all non-agreement customers. Typical response time can be expected within 24 hours from time service call is placed. Occasionally, inclement weather and high call volume may increase response time accordingly.

Warranty: 120 days on labor and workmanship. Parts/Equipment manufacturers warranty is provided to customer/end user. Depending on item manufacturer's warranty is typically one (1) year.

This program has been created to provide the Customer with an ongoing, comprehensive maintenance program. The Customer is informed of the program's progress and results on a continuing basis via detailed Work Order Tickets, presented after each service call for Customer's review, approval signature and record.

Agreement Term

The initial term of this agreement is one (1) year. This agreement shall automatically renew. Should either party wish to engage in an additional term, either party may request a proposal to extend the agreement for an additional term by written notice to the other party thirty (30) days prior to the expiration of the initial term.

Compensation

The agreement price is payable quarterly in advance:

Metra Station = \$89.00 Bi-Annual Visits

- (1) Trane Furnace = \$89 Each, Annual Visit in Fall
- (1) Trane AC = \$89 Each, Annual Visit in Spring

Annual total = \$178.00

Public Works Building = \$178.00 Fall Visit

- (2) Hanging Heaters = \$89 Each, Annual Visit in Fall

Annual total = \$178.00

Pumping Station = \$211.25 Quarterly Visits

- (1) Trane Air Handler and Lennox AC = \$189 Each, Quarterly Visit
- (1) Hanging Heater = \$89 Each, Annual Fall Visit

Annual Total = \$845.00

Recreation Center = \$560 Quarterly Visits

- (1) Front NE Office Unit = \$89 Each, Biannual Visit
- (1) Front NW Office Unit = \$89 Each, Biannual Visit
- (2) Basement Classroom East Side = \$89 Each, Annual Visit in Spring
- (2) Basement South Room = \$89 Each, Annual Visit in Spring
- (2) Basement Center Area = \$89 Each, Annual Visit in Spring
- (1) Gym Trane RTU = \$225 Each, Quarterly Visits
- (2) Basement Boilers = \$225 Each, Annual Visit in Fall

Annual total = \$2,240.00

Rental House = \$133.50 Bi-Annual Visits

- (1) 2002 Rheem AC = \$89 Each, Annual Visit in Spring
- (1) Ultra Furnace = \$89 Each, Annual Visit in Fall
- (1) 1995 Lennox Furnace = \$89 Each, Annual Visit in Fall

Annual total = \$267.00

- Administration Office = \$1,012.50 Quarterly Visits
- (2) Boilers = \$225 Each, Annual Visit in Fall
- (3) Air Handling Units MCC Models = \$225 Each, Quarterly Visits
- (3) Trane Odyssey 2001 AC = \$225 Each, Annual Visit in Spring

Annual total = \$4,050

\$7,758.00

Clarifying Comments

This proposal is the private property of Comfort Zone Service, INC. and is provided for Customer's use only. This proposal is valid only for thirty (30) days from the proposal date below.

This Agreement including the attached Terms & Conditions, together with the Equipment Schedule attached hereto constitute the entire agreement of the parties hereto and supersedes and rescinds any and all prior understandings between the parties either written or oral. Neither this Agreement nor any part hereof shall be changed, modified, amended or altered except in writing signed by both parties.

Accepted by Customer:

Name: _____

Signature: _____

Title: _____

Date: _____

Accepted by Comfort Zone Service:

Name: Chad Stanek

Signature: _____

Title: Account Representative

Date: 2/3/2026

TERMS AND CONDITIONS

1. The Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial season start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Comfort Zone Service may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
2. Excluded from this agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable, such as, but not limited to: electronic/solid-state controllers/microprocessors, loss of refrigerant due to piping/coil leaks (mechanical connections excluded), ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, storage vessels/tanks, casings, fixtures, grillage and tower fill, pump seals, shaft seals, and check valves.
3. Special equipment required to access, service, repair, maintain or replace equipment is not included in this agreement price, unless otherwise noted.
4. This Agreement does not include responsibility for design of the system, obsolescence, safety testing, water/air balancing, duct cleaning, painting, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, unavailability of refrigerants, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Comfort Zone Service.
5. Customer shall permit Comfort Zone Service free and timely access to areas and equipment, and allow Comfort Zone Service to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Comfort Zone Service's normal working hours. Comfort Zone Service will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer will make adequate trash disposal provisions for used filters, miscellaneous maintenance materials and small parts.
6. Customer shall permit only Comfort Zone Service's personnel or agent to perform the work included in the scope of this Agreement; should anyone else perform such work, Comfort Zone Service may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion in this Agreement, or charge Customer for the related service work.
7. Comfort Zone Service expressly disclaims and all responsibility and liability for the indoor air quality of the Customer's facility.
8. Customer shall make available to Comfort Zone Service's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations. Customer is responsible for containing and clearly marking any known hazardous materials on site.
9. Comfort Zone Service's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products, removal of oil removed from equipment, or other hazardous substances. In the event such products or substances are encountered, Comfort Zone Service's sole obligation will be to notify the Customer of the existence of such products and materials. Comfort Zone Service shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
10. The Agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in labor, material and other costs, unless otherwise stated (e.g. price protection provided by a multi-year initial term).
11. Amount on this agreement is based on payment by cash, check, or electronic payment. A convenience fee of 3.75% will be added to the total if paid with a credit card.
12. Customer agrees to promptly pay invoices within thirty days of issue. Should a payment become sixty days or more delinquent, Comfort Zone Service may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Customer agrees to pay interest on any sums outstanding and past due (i.e. over thirty days) at a rate of 1.5% per month.
13. Services provided under this Agreement involving extra work (materials or labor) will become an extra charge (fixed price amount to be negotiated, or on a time and material basis at Comfort Zone Service's preferred Customer rates then in effect) over the sum stated in this Agreement. If a trouble call is made at Customer's request, and inspection indicates a condition which is not covered by this agreement, Comfort Zone Service may charge Customer at the rate then in effect for such services.
14. In the event Comfort Zone Service must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Comfort Zone Service all court costs and attorney's fees incurred by Comfort Zone Service. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one year from the date of work.
15. Comfort Zone Service shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Comfort Zone Service's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. In case of any failure to perform its obligations under a Full Service Agreement, Comfort Zone Service's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
17. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Comfort Zone Service be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.
18. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Comfort Zone Service, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Comfort Zone Service.



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

CONSENT AGENDA MATTER:

Approve Payment to Airy's for emergency repair.

BACKGROUND/HISTORY:

On January 15, 2026, Airy's made a water main repair on the 10" line at 121st and Southwest Highway. The repair took 12 hours to complete over 2 days because the leak was difficult to locate under the pavement because the water traveled through the stone backfill.

STAFF RECOMMENDATION:

Staff recommend approving the payment to Airy's.

RECOMMENDED MOTION:

I move to approve the payment to Airy's to complete an emergency repair on the 10" main on 121st and Southwest Highway in the amount of \$10,399.98.

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 52070

INVOICE DATE
 1/27/2026

BILLED TO Palos Park, Village of
 8901 W. 123rd Street
 Palos Park, IL 60464

SHIP TO Investigate Water Main Leak
 12101 Southwest Hwy
 Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Dan Foster, Dig# A260131023-00A		Net 30	2/26/2026	1

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LABOR	8	1/15/2026: Daniel A Cadena Class:LSCFE	149.51	1,196.08
LABOR	1	1/15/2026: Daniel A Cadena Class:LSCFE	196.32	196.32
LABOR	8	1/15/2026: Josh T Gautschy Class:LTMB	137.00	1,096.00
LABOR	4	1/15/2026: Josh T Gautschy Class:LTMB	177.89	711.56
LABOR	0.5	1/15/2026: Josh T Gautschy Class:LTMB	218.79	109.40
LABOR	8	1/15/2026: James A Nicosia Class:CL1	173.09	1,384.72
LABOR	2.5	1/15/2026: James A Nicosia Class:CL1	221.12	552.80
LABOR	8	1/15/2026: Thomas P. Ruane Class:LBMA	141.44	1,131.52
LABOR	1	1/15/2026: Thomas P. Ruane Class:LBMA	184.43	184.43
	9	1/15/2026: 2023 Ford F550 Service Truck	57.58	518.22
	12.5	1/15/2026: 2023 Ford F550 Small Dump	57.58	719.75
	10.5	1/15/2026: 2020 Volvo EC60E Mini Exc	60.13	631.37

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 52070

INVOICE DATE
 1/27/2026

BILLED TO Palos Park, Village of
 8901 W. 123rd Street
 Palos Park, IL 60464

SHIP TO Investigate Water Main Leak
 12101 Southwest Hwy
 Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Dan Foster, Dig# A260131023-00A		Net 30	2/26/2026	2

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	10.5	1/15/2026: 2022 Kenworth T370 6W	100.74	1,057.77
	10.5	1/15/2026: 2023 Talbert AC20 Tag Trailer	16.67	175.04
	1	1/28/2026: TC 01/15-01/22/26 High Star Traffic	735.00	735.00

TOTAL AMOUNT 10,399.98

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

CONSENT AGENDA MATTER:

Approve Payment to Airy's for emergency repair.

BACKGROUND/HISTORY:

On January 16, 2026, Airy's made a water main repair on the 10" line at 121st and 80th Avenue. The repair took 8 hours to complete and included cold patch for the pavement.

STAFF RECOMMENDATION:

Staff recommend approving the payment to Airy's.

RECOMMENDED MOTION:

I move to approve the payment to Airy's to complete an emergency repair on the 10" main on 121st and 80th Avenue in the amount of \$9,386.08.

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 52071

INVOICE DATE
 1/27/2026

BILLED TO Palos Park, Village of
 8901 W. 123rd Street
 Palos Park, IL 60464

SHIP TO 10" Water Main Break
 121st St & 80th Ave
 Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Dan Foster, Dig#X2601509 00-00X		Net 30	2/26/2026	1

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LABOR	4	1/16/2026: Daniel A Cadena Class:LSCFE	149.51	598.04
LABOR	8	1/16/2026: Josh T Gautschy Class:LTMB	137.00	1,096.00
LABOR	8	1/16/2026: James A Nicosia Class:CL1	173.09	1,384.72
LABOR	1	1/16/2026: James A Nicosia Class:CL1	221.12	221.12
LABOR	8	1/16/2026: Matthew A Witvoet Class:LVA	141.44	1,131.52
LABOR	8	1/16/2026: Thomas P. Ruane Class:LBMA	141.44	1,131.52
	8	1/16/2026: 2023 Ford F550 Service Truck	57.58	460.64
	9	1/16/2026: 2022 Kenworth T370 6W	100.74	906.66
	9	1/16/2026: 2020 Volvo EC60E Mini Exc	60.13	541.17
	9	1/16/2026: 2023 Talbert AC20 Tag Trailer	16.67	150.03
	8	1/16/2026: 2023 International HXX	243.77	1,950.16
	2	Cold Patch 2 tons	132.25	264.50

TOTAL AMOUNT 9,836.08

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

CONSENT AGENDA MATTER:

Approve Payment to Airy's for emergency repair.

BACKGROUND/HISTORY:

On January 31, 2026, Airy's made a water main repair on the 8" line at 104 Commons Drive. The repair took 16,5 hours overnight to complete because it was difficult to locate and the break was under a multi-mailbox set up on a concrete pad with a shed built over it. The mailboxes were temporarily relocated.

STAFF RECOMMENDATION:

Staff recommend approving the payment to Airy's.

RECOMMENDED MOTION:

I move to approve the payment to Airy's to complete an emergency repair on the 8" main at 104 Commons Drive in the amount of \$19,645.34.

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 52130

INVOICE DATE
 2/16/2026

BILLED TO Palos Park, Village of
 8901 W. 123rd Street
 Palos Park, IL 60464

SHIP TO 8" Water Main Break
 104 Commons Dr
 Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Joe Walters, Dig#X2603101 06-00		Net 30	3/18/2026	1

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LABOR	6.5	1/31/2026: Daniel A Cadena Class:LSCFE	196.32	1,276.08
LABOR	9.5	1/31/2026: Daniel A Cadena Class:LSCFE	243.13	2,309.74
LABOR	6.5	1/31/2026: Josh T Gautschy Class:LTMB	177.89	1,156.29
LABOR	9.5	1/31/2026: Josh T Gautschy Class:LTMB	218.79	2,078.51
LABOR	6.5	1/31/2026: Richard A Brookman Class:CL1	221.12	1,437.28
LABOR	10	1/31/2026: Richard A Brookman Class:CL1	269.14	2,691.40
LABOR	9.5	2/1/2026: Robert D Johnson Class:CL2	277.08	2,632.26
EQUIPMENT	16	1/31/2026: 2023 Ford F550 Service Truck	58.89	942.24
EQUIPMENT	16.5	1/31/2026: 2022 Kenworth T370 6W	107.69	1,776.89
EQUIPMENT	16.5	1/31/2026: 2023 Talbert AC20 Tag Trailer	15.81	260.87
EQUIPMENT	16.5	1/31/2026: 2020 Volvo EC60E Mini Exc	60.96	1,005.84
EQUIPMENT	9.5	2/1/2026: 2016 HXX Vactor	218.73	2,077.94

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229

AT260029

Airy's Inc.
21825 Cherry Hill Road
Joliet, IL 60433
(708) 429-0660

INVOICE

INVOICE NO
52130

INVOICE DATE
2/16/2026

BILLED TO Palos Park, Village of
8901 W. 123rd Street
Palos Park, IL 60464

SHIP TO 8" Water Main Break
104 Commons Dr
Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Joe Walters, Dig#X2603101 06-00		Net 30	3/18/2026	2

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
Routing: 071926634

Account Name: Airy's, Inc.
Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
Account: 2946918

TOTAL AMOUNT 19,645.34

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
FEIN 36-2898229

AT260029



VILLAGE OF
PALOS PARK

Village Council

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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

CONSENT AGENDA MATTER:

Approve Payment to Airy's for emergency repair.

BACKGROUND/HISTORY:

On February 1, 2026, Airy's made a water main repair on the 6" line at 8101 W. 123rd Street. The repair took 7 hours to complete.

STAFF RECOMMENDATION:

Staff recommend approving the payment to Airy's.

RECOMMENDED MOTION:

I move to approve the payment to Airy's to complete an emergency repair on the 6" main at 8101 W. 123rd Street in the amount of \$7,208.13.

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 52131

INVOICE DATE
 2/16/2026

BILLED TO Palos Park, Village of
 8901 W. 123rd Street
 Palos Park, IL 60464

SHIP TO 6" Water Main Break
 8101 W 123rd St
 Palos Park, IL 60464

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
4482700		Dan Foster, Dig#A2603300 01-00A		Net 30	3/18/2026	1

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LABOR	7	2/1/2026: Daniel A Cadena Class:LSCFE	250.86	1,756.02
LABOR	7.5	2/1/2026: Jason M Bettenhausen Class:CL1	277.08	2,078.10
LABOR	7	2/1/2026: Josh T Gautschy Class:LTMB	225.55	1,578.85
EQUIPMENT	7	2/1/2026: 2023 Ford F550 Service Truck	58.89	412.23
EQUIPMENT	0.5	2/1/2026: 2020 Kenworth Truck T-370 Dump	107.68	53.84
EQUIPMENT	0.5	2/1/2026: 2021 Talbert AC-20 Trailer	15.75	7.88
EQUIPMENT	0.5	2/1/2026: 2020 Volvo EC60E Mini Exc	60.96	30.48
EQUIPMENT	7	2/1/2026: 2020 Kenworth Truck T-370 Dump	107.68	753.76
EQUIPMENT	7	2/1/2026: 2021 Talbert AC-20 Trailer	15.75	110.25
EQUIPMENT	7	2/1/2026: 2020 Volvo EC60E Mini Exc	60.96	426.72

TOTAL AMOUNT 7,208.13

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229

AT260032

**THE VILLAGE OF PALOS PARK
ACCOUNTS PAYABLE WARRANT
FOR FEBRUARY 23, 2026**

**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 NICOLE MILOVICH-WALTERS SIGNATURE

ATTEST:

VILLAGE CLERK MARIE ARRIGONI SIGNATURE

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK
 EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

POSTED
 PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 02 POLICE DEPARTMENT REVENUE							
01-00-2182	A/P - REC DEPT SECURITY DEP	KERRY HARDIMAN		2004989.002		150.00	190179
01-00-9999	MUST CHANGE DESCRIPTION DUMMY AP	JOE RIZZA		455960		0.00	190177
01-00-9999	MUST CHANGE DESCRIPTION DUMMY AP	AIRY'S INC.		52130		0.00	190151
01-00-9999	MUST CHANGE DESCRIPTION DUMMY AP	PATSE BUS SERVICE		02/27/2026		0.00	190194
			Total Department 00			150.00	
Department: 02 POLICE DEPARTMENT REVENUE							
01-02-2301	REFUND OF TICKET 16948 PAID TWICE	DAVID KIRSCH		16948 TICKET		60.00	190165
01-02-2301	REFUND OF TICKET 16947 PAID TWICE	DAVID KIRSCH		TICKET 16947		75.00	190165
			Total Department 02 POLICE DEPARTMENT REVENUE			135.00	
Department: 20 ADMINISTRATION DEPARTMENT							
01-20-6990	RB PRINTER	LEAF		19701482		165.20	190181
01-20-6990	LB PRINTER	LEAF		19701482		165.20	190181
01-20-6990	MAIN ADMIN COPIER TOSHIBA	LEAF		19701482		165.20	190181
01-20-6990	ADMIN PRINTER	LEAF		19701482		165.20	190181
01-20-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		234.41	190195
01-20-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		766.52	190195
01-20-7210	ADMINISTRATION	VERIZON WIRELESS		6134874240		39.39	190206
01-20-7990	CK CNTY LEASE ATLASES AREA22 & 23 THE SIDWELL COMPANY			SIDXT0009235		790.00	190202
			Total Department 20 ADMINISTRATION DEPARTMENT			2,491.12	
Department: 21 PUBLIC AFFAIRS DEPARTMENT							
01-21-6990	PATSE BUS SERVICE 10 YEAR AUDIT	PATSE BUS SERVICE		02/27/2026		1,608.33	190194
01-21-7990	VILLAGE COUNCL	VERIZON WIRELESS		6134874240		108.03	190206
			Total Department 21 PUBLIC AFFAIRS DEPARTMENT			1,716.36	
Department: 22 POLICE DEPARTMENT							
01-22-6540	LEGAL FEE FOR ADJ AT KAPTUR ON	1 NICHOLAS W KARAS		JAN/FEB/2026		2,350.00	190191
01-22-6540	ADJ HEARING SERVICES 2/4/26	TOSCAS LAW GROUP		02/04/26 HEARING		450.00	190203
01-22-6700	SQUAD WASHES	FULLER'S CAR WASH		01/31/2026		907.00	190172
01-22-6700	AG MOLDING 265	BETTENHAUSEN		131608DOW		322.50	190154
01-22-6700	CORE RETURN 266	BETTENHAUSEN		CM130444DOW		(200.00)	190154
01-22-6700	GRILL ASY AND RIVET 277	JOE RIZZA		455960		545.32	190177
01-22-6700	PAINT 277	CARQUEST		6982-627366		239.71	190155
01-22-6700	2 GASKETS AND EXHAUST MAN 262	JOE RIZZA		455986		1,141.26	190177
01-22-6990	MONTHLY FEE	LEXIS NEXIS RISK DATA M		1100260390		210.00	190182
01-22-6990	SOFTWARE MAINT AND SUPPORT (CAPER	TRUE NORTH SOFTWARE		INV-0370		5,250.00	190205
01-22-6990	POLICE MAIN COPIER TOSHIBA	LEAF		19701482		165.20	190181
01-22-6990	CHIEF PRINTER	LEAF		19701482		165.20	190181
01-22-6990	HUGHES PRINTER	LEAF		19701482		165.20	190181
01-22-6990	ROLL CALL PRINTER	LEAF		19701482		165.20	190181
01-22-6990	KOTSIANNIS PRINTER	LEAF		19701482		165.20	190181
01-22-6990	INVESTIGATIONS PRINTER	LEAF		19701482		165.20	190181
01-22-6990	OTHER CONTRACTUAL SERVICES	CLEAR LOSS PREVENTION I		756393		430.00	190161
01-22-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		183.14	190195
01-22-7210	POLICE DEPT.	VERIZON WIRELESS		6134874240		359.72	190206
			Total Department 22 POLICE DEPARTMENT			13,179.85	
Department: 24 PUBLIC WORKS DEPARTMENT							
01-24-6700	ACETYLENE AND OXYGEN K	LINDE GAS & EQUIPMENT I		54798350		192.92	190183

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK
 EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

POSTED
 PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
01-24-6700	VEHICLE MAINTENANCE & SUPPLIES	1ST AYD CORPORATION	T.P. & VEHICLE MAINTENANCE & SU	PSI848454		319.01	190150
01-24-6700	#2 GASKET VALVE COVER	INTERSTATE BILLING SERV #2	GASKET VALVE COVER	3044885999		777.11	190174
01-24-6700	#2 TRUCK REPAIRS PARTS	INTERSTATE BILLING SERV #2	TRUCK REPAIRS PARTS	3044891485		713.47	190174
01-24-6700	#1 TRUCK BRAKE CHAMBER PARTS	SUBURBAN TRUCK PARTS	#1 TRUCK BRAKE CHAMBER PARTS	224294		126.28	190200
01-24-6700	#2 TRUCK REPAIR PARTS	INTERSTATE BILLING SERV #2	TRUCK REPAIR PARTS	30444929586		279.80	190174
01-24-6700	#42 TRUCK SNOWPLOW CONTROL	REGIONAL TRUCK EQUIPMEN #42	TRUCK SNOWPLOW CONTROL	218258		455.00	190196
01-24-6700	#2 TRUCK REPAIR PARTS	INTERSTATE BILLING SERV #2	TRUCK REPAIR PARTS	30444868742		2,800.00	190174
01-24-6731	#51 GRASSHOPPER REPAIR PARTS	DE JONG EQUIPMENT CO., #51	GRASSHOPPER REPAIR PARTS	CR69351		164.25	190166
01-24-6731	12900 LAGRANGE RD/ 12-30 TO 1-29-	COM ED		260129		72.37	190162
01-24-6990	SHOP MATS/TOWELS	CINTAS	P.W. UNIFORMS, SHOP MATS/TOWELS	4259196791		53.98	190158
01-24-6990	PW GARAGE PRINTER	LEAF		19701482		165.20	190181
01-24-6990	MIKE SIBRAVA PRINTER	LEAF		19701482		165.20	190181
01-24-7080	DIESEL FUEL PURCHASE	G COOPER OIL COMPANY IN	DIESEL FUEL PURCHASE	294140		1,700.00	190173
01-24-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		87.90	190195
01-24-7210	PUBLIC WORKS/STREETS	VERIZON WIRELESS		6134874240		335.13	190206
01-24-7210	CELL PHONE STIPEND 5/25 TO 01./26	TAMMY BROWN		26-02-16		450.00	190201
01-24-7300	P.W. UNIFORMS	CINTAS	P.W. UNIFORMS, SHOP MATS/TOWELS	4259196791		58.31	190158
01-24-7300	PPE LATEX GLOVES	1ST AYD CORPORATION	PPE LATEX GLOVES	PSI849668		152.87	190150
01-24-7300	UNIFORMS	CINTAS	UNIFORMS	4259874583		58.31	190158
Total Department 24 PUBLIC WORKS DEPARTMENT						9,127.11	
Department: 25 BUILDING DEPARTMENT							
01-25-6590	PUBLIC NOTICE ZBA MEETING	CHICAGO TRIBUNE	SUBSCRIPTION/16 WEEKS	132236407000		105.00	190156
01-25-6990	COM DEV COPIER TOSHIBA	LEAF		19701482		165.20	190181
01-25-6990	OTHER CONTRACTUAL SERVICES	TRI-COUNTY BOARD-UP & G		5042		2,780.00	190204
01-25-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		58.60	190195
01-25-7210	BUILDING DEPT.	VERIZON WIRELESS		6134874240		150.80	190206
Total Department 25 BUILDING DEPARTMENT						3,259.60	
Department: 26 RECREATION DEPARTMENT							
01-26-6990	REC STAFF PRINTER	LEAF		19701482		165.10	190181
01-26-6990	REC MAIN PRINTER HP	LEAF		19701482		165.20	190181
01-26-6991	I SPEAK SPANISH 4/10-5/15/25	LANGUAGE IN ACTION, INC	I SPEAK SPANISH 4/10-5/15/25	06/16/2025		78.00	190180
01-26-6991	PARENT & TOT GYMNASITICE WINTER SE	SPORTSKIDS, INC	PARENT & TOT GYMNASITICE WINTER	2026 WNTR SESSION 1		69.30	190198
01-26-6991	MUSIC WINTER SEMESTER CLASSES	LORI FOSTER	MUSIC WINTER SEMESTER CLASSES	02/15/2026		3,584.00	190184
01-26-7010	OFFICE SUPPLIES	B ALLAN GRAPHICS		104231		50.00	190153
01-26-7060	REIMB IPRA CONFERENCE PARKING	STEPHEN DEFALCO		260217		46.25	190199
01-26-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		29.30	190195
01-26-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		94.16	190195
01-26-7210	RECREATION DEPT.	VERIZON WIRELESS		6134874240		39.39	190206
01-26-7300	K YOUNGMAN NAME TAG	FOREST AWARDS & ENGRAVI		18517		19.90	190170
01-26-7520	REC GYM BSKTBLL BCKBRD PDDNG HRD	PALOS ACE HARDWARE	REC GYM BSKTBLL BCKBRD PDDNG HR	218134		16.78	190193
Total Department 26 RECREATION DEPARTMENT						4,357.38	
Department: 29 FINANCE DEPARTMENT							
01-29-6565	AUDIT STAT SECTION RESEARCH	MUNICIPAL RESEARCH SERV		07/29/2025		1,000.00	190189
01-29-6990	20 YR PROJECTION PP POLIC OFCR PN	MMM CONSULTING GROUP		340207		2,500.00	190190
01-29-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		29.30	190195
01-29-7210	FINANCE	VERIZON WIRELESS		6134874240		36.01	190206
Total Department 29 FINANCE DEPARTMENT						3,565.31	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK
 EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 30 SLUITS PROPERTY							
01-30-6410	GAS	NICOR GAS		260202A		290.47	190192
01-30-6410	GAS	COM ED		26/02/03		167.97	190162
			Total Department 30 SLUITS PROPERTY			458.44	
Department: 32 PALOS PARK FESTIVALS							
01-32-6005	CHILI COOK OFF PEOPLE CHOICE 1ST	JAY VINCENT	CHILI COOK OFF PEOPLE CHOICE 1S	PEOPLE CHOICE/CHILI		60.00	190176
01-32-6080	CHILI IN THE PARK	CHILLINI POD	CHILI IN THE PARK	02/11/2026		165.00	190157
01-32-7001	REIMB COOK'S BREAKFAST	STEPHEN DEFALCO		260217		61.97	190199
			Total Department 32 PALOS PARK FESTIVALS			286.97	
Department: 33 SENIOR CLUB							
01-33-6080	MEDEVIAL TIMES TICKETS ON 3/5/26	CITY OF PALOS HILLS	COM MEDEVIAL TIMES TICKETS ON 3/5/2	02/17/2026		116.94	190160
			Total Department 33 SENIOR CLUB			116.94	
Department: 91 BUILDING MAINTENANCE - KAPTUR CENTER							
01-91-6711	FIRST AID CABINET REFILLS - VILLA CINTAS		FIRST AID CABINET REFILLS - VII	5318168505		92.70	190159
01-91-6712	GAS LEAK & CO SEARCH	COMFORT ZONE SERVICE	GAS LEAK & CO SEARCH	34575033		443.00	190163
01-91-6712	GREASE LINE REPLACEMENT	COMFORT ZONE SERVICE	GREASE LINE REPLACEMENT	34229336		462.00	190163
			Total Department 91 BUILDING MAINTENANCE - KAPTUR CENTER			997.70	
Department: 92 BUILDING MAINTENANCE - RECREATION CENTER							
01-92-6710	BUILDING MAINTENANCE CONTRACTS	ROSCOE	MATS/KAC	1925793		41.30	190197
01-92-6711	BUILDING MAINTENANCE SUPPLIES	MENARDS	BUILDING MAINTENANCE SUPPLIES	69265		49.44	190185
01-92-6711	BLDG MAINTENANCE SUPPLIES	CINTAS		5318168506		7.53	190159
01-92-6712	INDUCE DRAFT MOTOR REPLACEMENT	COMFORT ZONE SERVICE	INDUCE DRAFT MOTOR REPLACEMENT	34225244		1,488.00	190163
			Total Department 92 BUILDING MAINTENANCE - RECREATION CENTER			1,586.27	
Department: 93 BUILDING MAINTENANCE - PUBLIC WORKS GARAG							
01-93-6708	MAINTENANCE TOOL	MENARDS	MAINTENANCE TOOL	69527		29.97	190185
01-93-6708	OPERATING EQUIPMENT	MENARDS		69485		251.79	190185
01-93-6711	T.P	1ST AYD CORPORATION	T.P, & VEHICLE MAINTENANCE & SU	PS1848454		74.56	190150
01-93-6711	BUILDING MAINTENANCE SUPPLIES	MENARDS		69485		19.98	190185
01-93-6711	FIRST AID CABINET REFILLS	CINTAS	FIRST AID CABINET REFILLS	5318168504		86.60	190159
			Total Department 93 BUILDING MAINTENANCE - PUBLIC WORKS GARAG			462.90	
			Total Fund 01 GENERAL FUND			41,890.95	
Fund: 03 SPECIAL EVENT FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
03-24-7004	DEPOSIT FOR SATURDAY AFTERNOON 8A JOSE RIVERA			26/09/19		200.00	190178
			Total Department 24 PUBLIC WORKS DEPARTMENT			200.00	
			Total Fund 03 SPECIAL EVENT FUND			200.00	
Fund: 24 MFT FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
24-24-7700	ROCK SALT	MORTON SALT	ROCK SALT	540404981		1,562.75	190188
24-24-7700	ROCK SALT	MORTON SALT	ROCK SALT	540404982		7,004.90	190188
24-24-7700	ROCK SALT	MORTON SALT	ROCK SALT	5404057294		4,534.28	190187
			Total Department 24 PUBLIC WORKS DEPARTMENT			13,101.93	
			Total Fund 24 MFT FUND			13,101.93	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK
 EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

POSTED
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 51 SEWER FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
51-24-6410	133 FOREST EDGE/ 1-3 TO 2-3-26	NICOR GAS		260203		64.00	190192
51-24-6410	12410 S 91ST/ 1-2 TO 2-2-26	NICOR GAS		260202		62.27	190192
51-24-6410	40 RAMSGATE/ 1-3 TO 2-3-26	NICOR GAS		260203A		65.68	190192
51-24-6410	12222 WILL COOK RD/ 1-3 TO 2-3-26	NICOR GAS		260203B		181.49	190192
51-24-6990	MONTHLY ONLINE PYMT FEE JAN2026	INVOICE CLOUD INC		4088-2026-1		78.00	190175
51-24-7080	DIESEL FUEL PURCHASE	G COOPER OIL COMPANY	IN DIESEL FUEL PURCHASE	294140		420.00	190173
51-24-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		29.30	190195
51-24-7210	SEWER DEPT.	VERIZON WIRELESS		6134874240		128.63	190206
51-24-7300	UTILITY UNIFORMS	CINTAS	P.W. UNIFORMS, SHOP MATS/TOWELS	4259196791		21.60	190158
51-24-7300	UNIFORMS	CINTAS	UNIFORMS	4259874583		21.60	190158
Total Department 24 PUBLIC WORKS DEPARTMENT						1,072.57	
Total Fund 51 SEWER FUND						1,072.57	
Fund: 52 WATER FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
52-24-6410	121ST & SW HWY/ 12-30 TO 1-29-26	NICOR GAS		260202B		341.90	190192
52-24-6410	10057 W 125TH ST/ 1-5 TO 2-4-26	NICOR GAS		260204		191.11	190192
52-24-6620	MONTHLY IEPA SAMPLES-AUGUST 2025	ETP LABS INC	COLIFORM SAMPLES	25-138230		120.00	190168
52-24-6711	MEDICAL SUPPLIES/PUMP STATION	CINTAS		5318168507		171.60	190159
52-24-6720	PUMP FAIL INVESTIGATION BOOSTER S FLOW-TECHNICS			INV26-000070		1,510.00	190169
52-24-6750	LEAK LOCATE WTR MN UNDR SLAB & ST ASSOCIATED TECHNICAL SE			41722		1,390.00	190152
52-24-6750	WATER MAIN BRK RPR-121ST & 80TH A AIRY'S INC.			52071		9,836.08	190151
52-24-6750	WATER LEAK 121ST AND SOUTHWEST HW AIRY'S INC.			52070		10,399.98	190151
52-24-6750	BACKFILL STONE			583826		1,596.10	190208
52-24-6750	WATER MAIN BRK/MAILBOX REPAIR			218079/H64169		43.09	190193
52-24-6750	WTR MAIN BRK 104 COMMONS DRIVE	AIRY'S INC.		52130		19,645.34	190151
52-24-6750	WTR MAIN BRK 8101 W 123RD ST	AIRY'S INC.		52131		7,208.13	190151
52-24-6750	SPOIL HAUL OUT FROM WTR MAIN BRK	AIRY'S INC.		52120		4,975.00	190151
52-24-6750	WATER MAIN REPAIR BANDS			Y472664		1,587.64	190164
52-24-6990	MONTHLY ONLINE PYMT FEE JAN2026	INVOICE CLOUD INC		4088-2026-1		78.00	190175
52-24-7080	FORMAX/ UTILILITY BILLING- 3-26 TO	FORMAX, A DIVISION OF		327726		890.00	190171
52-24-7080	DIESEL FUEL PURCHASE	G COOPER OIL COMPANY	IN DIESEL FUEL PURCHASE	294140		838.23	190173
52-24-7200	DAN FOSTER/ SENSUS	VERIZON WIRELESS		635477972		95.79	190207
52-24-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		94.15	190195
52-24-7200	PHONE EXPENSE	PEERLESS NETWORK, INC		91291		80.58	190195
52-24-7210	WATER DEPT.	VERIZON WIRELESS		6134874240		128.62	190206
52-24-7300	UTILITY UNIFORMS	CINTAS	P.W. UNIFORMS, SHOP MATS/TOWELS	4259196791		21.61	190158
52-24-7300	UNIFORMS	CINTAS	UNIFORMS	4259874583		21.61	190158
52-24-7400	REFUND OVRPYMT FINAL WATER BILL/H	MICHAEL HIGGINS		OVRPMT FNL WTR BILL		39.99	190186
Total Department 24 PUBLIC WORKS DEPARTMENT						61,304.55	
Total Fund 52 WATER FUND						61,304.55	
Fund: 53 COMMUTER LOT FUND							
Department: 24 PUBLIC WORKS DEPARTMENT							
53-24-6400	COMED AT METRA 1/6 - 2/3	COM ED		26/02/03C		128.14	190162
53-24-6400	METRA COM ED 1/6 - 2/3/23	COM ED		260206		117.15	190162
53-24-6400	COM ED CONCESSIONS METRA 1/6-2/3	COM ED		260206A		54.25	190162
53-24-6710	METRA STATION	VERIZON WIRELESS		6134874240		36.01	190206
53-24-6712	REPLACEMENT OF INDUCER MOTOR	COMFORT ZONE SERVICE	REPLACEMENT OF INDUCER MOTOR	34225083		1,738.00	190163

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK

EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
53-24-6712	53 COMMUTER LOT FUND 24 PUBLIC WORKS DEPARTMENT TOILET REPAIRS	DELUXE PLUMBING, INC	TOILET REPAIRS	5593		935.00	190167
			Total department 24 PUBLIC WORKS DEPARTMENT			3,008.55	
			Total Fund 53 COMMUTER LOT FUND			3,008.55	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF PALOS PARK

EXP CHECK RUN DATES 02/09/2026 - 02/23/2026

PAID - CHECK TYPE: PAPER CHECK

POSTED

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
---	TOTALS BY FUND ---						
01	GENERAL FUND		GENERAL FUND			41,890.95	
03	SPECIAL EVENT FUND		SPECIAL EVENT FUND			200.00	
24	MFT FUND		MFT FUND			13,101.93	
51	SEWER FUND		SEWER FUND			1,072.57	
52	WATER FUND		WATER FUND			61,304.55	
53	COMMUTER LOT FUND		COMMUTER LOT FUND			3,008.55	
	Tota] For All Funds:					<u>120,578.55</u>	



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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

AGENDA MATTER:

ZBA CASE 2025-05 (McCord Place Townhome Fence Variances): An application has been filed requesting variations from the requirements of Chapter 1464.01(b), Fences in Residential Districts. Where the maximum fence height is four and one-half feet, the applicant is proposing a fence height of 6 feet; and where the minimum required fence open space per every one foot of linear dimension is 70%, the applicant is proposing zero. This is to allow for the construction of a six-foot privacy fence on the subject property along LaGrange Road. The subject property is commonly known as 38 McCord Trace, Palos Park, IL 60464.

BACKGROUND:

The subject property is the common area (Lot 38) of the McCord Place Townhomes. The applicant, Roger Jensen on behalf of the McCord Place Townhome Homeowners Association has submitted an application for variances to allow construction of a 6' privacy fence along the easterly portion of Lot 38, along LaGrange Road. The request for variances is to allow a 6' privacy fence for purposes of mitigating undesirable noise and visual impact from LaGrange Road.

The Zoning Board of Appeals held a public hearing regarding the request on November 12, 2025. The ZBA recommended to **deny** the request 3-1 (with 3 absent) of the requested variation. The Village Council considered the application at their December 8, 2025 meeting. Due to new information provided by the applicant, the Village Council unanimously voted to remand this matter back to the ZBA for further consideration pursuant to Council's authority found in 1264.08 of the Code. The ZBA considered the request on January 14, 2026. The ZBA made a motion to recommend approval; this motion failed by a vote of two (2) yes, four (4) no, with one (1) absent on the request. As such, the recommendation from the ZBA is to **deny** the request. The Village Council considered the application at their January 26th meeting. The Village Council unanimously voted to continue the matter to the February 23, 2026 Village Council meeting.

STAFF RECOMMENDATION:

The staff has reviewed the application and recommended approval of the requested variance.

RECOMMENDED MOTIONS:

Section 1264.08 of the Code states that the Village Council “may approve the variance, deny the variance or refer it back to the Board for further consideration” and that “any proposed variance which fails to receive a positive recommendation from the Board [Zoning Board of Appeals] shall not be approved by Council except by a favorable vote of at least two-thirds (2/3rds) of all the Commissioners.”

- I move to **deny** ZBA 2025-05; regarding variance requests to increase the maximum fence height from four and one-half feet to six feet and decrease the minimum required fence open space per every one foot of linear dimension from 70% to zero; regarding the construction of a six-foot privacy fence on the property commonly known as 38 McCord Trace.

OR

- I move to **approve** ZBA 2025-05; regarding variance requests to increase the maximum fence height from four and one-half feet to six feet, and decrease the minimum required fence open space per every one foot of linear dimension from 70% to zero; regarding the construction of a six foot privacy fence on the property commonly known as 38 McCord Trace; and to direct the Village Attorney to prepare the necessary Ordinance.

Attachments:

Transmittal of Recommendation

Staff Report to the Village of Palos Park Zoning Board of Appeals (January 14, 2026)



TO: Mike Wade, Building Commissioner
MEETING DATE: January 14, 2026 at 6:30 pm
FROM: John Marsh, Chair
SUBJECT: Transmittal of Zoning Board of Appeals Recommendation

PROJECT TITLE

ZBA CASE 2025-05: An application has been filed requesting variations from the requirements of Chapter 1464.01(b), Fences in Residential Districts. Where the maximum fence height is four and one-half feet, the applicant is proposing a fence height of 6 feet; and where the minimum required fence open space per every one foot of linear dimension is 70%, the applicant is proposing zero. This is to allow for the construction of a six foot privacy fence on the subject property along LaGrange Road.

The subject property is commonly known as 38 McCord Trace, Palos Park, IL 60464.

PUBLIC HEARING

The Zoning Board of Appeals held a Public Hearing regarding application ZBA 2025 – 05 on January 14, 2026.

RECOMMENDATION

The ZBA made motion on a recommendation that the Village Council approve a variation from the requirements of Chapter 1464.01(b), Fences in Residential Districts regarding maximum fence height and minimum required fence open space per every one foot of linear dimension. This motion failed by a vote of two (2) yes, four (4) no, with one (1) absent on the request. **As such, the recommendation from the ZBA is to DENY the request.**

The ZBA found that the applicant did not demonstrate a unique hardship exists as other properties experience similar issues; that it was not demonstrated that the proposed fence would mitigate nuisance sound issues, there were concerns regarding the impact the fencing would have on wildlife in the area, that fence posts for the proposed fence could damage the roots of nearby existing mature trees, and a concern the proposed fence would set precedent to allow similar privacy fences elsewhere that would alter the essential character of the Village of Palos Park. At least one ZBA member also expressed concerns with the language and organization of the Village Code as it pertains to the Village's fence regulations.



TO: Village of Palos Park Zoning Board of Appeals
HEARING DATE: January 14, 2026 at 6:30pm
FROM: Mark Herman, MPA, AICP, Director of Community Development
SUBJECT: Staff Report (ZBA 2025-05: McCord Place Townhomes)

PROJECT INFORMATION

ZBA CASE 2025-05: An application has been filed requesting variations from the requirements of Chapter 1464.01(b), Fences in Residential Districts. Where the maximum fence height is four and one-half feet, the applicant is proposing a fence height of 6 feet; and where the minimum required fence open space per every one foot of linear dimension is 70%, the applicant is proposing zero. This is to allow for the construction of a six foot privacy fence on the subject property along LaGrange Road.

The subject property is commonly known as 38 McCord Trace, Palos Park, IL 60464.



APPLICANT INFORMATION

PROPERTY OWNER AND APPLICANT: McCord Place Townhomes HOA / Roger Jensen
 27 Laughry Lane
 Palos Park, IL 60434

PROPERTY INFORMATION

PROPERTY SIZE:	EXISTING ZONING:	SURROUNDING ZONING AND LAND USES:	COMPREHENSIVE PLAN LAND USE DESIGNATION:
Lot 38: 3.6 ac	R-5 Special Development District	North: R-1-A One Family Dwelling District, Single Family Residence	Planned Multi Family
Entire townhome site is approximately 13 ac	PUD (Ord. 1999-04)	South: B-1 Limited Retail District	
ADDRESS: Lot 38 McCord Place Townhomes	EXISTING LAND USE: Multi-Family Residential	East: R-1-A One Family Dwelling District, Single Family Residence	
		West: Unincorporated, Single Family Residential properties	
PIN: 23-33-200-069-0000			

PUBLIC COMMENT: Staff has not received any additional public comment since the November 2025 Zoning Board of Appeals (ZBA) meeting.

BACKGROUND

The subject property is Lot 38 of the McCord Place Townhomes. Lot 38 consists of common areas of townhome development. The applicant, Roger Jensen on behalf of the McCord Place Townhome Homeowners Association has submitted an application for variances to allow construction of a 6' privacy fence along the easterly portion of Lot 38, along LaGrange Road. The length of the proposed fence would be approximately 550'.

A public hearing was held by the ZBA to consider the fence variance requests at the regularly scheduled ZBA meeting of November 12, 2025. Multiple residents (who live in the McCord Townhomes) were present to provide additional testimony and support of the request. The ZBA made a recommendation to deny the request. There were three votes to deny, one to support (with three ZBA members absent). The recommendation to deny was based on a finding that "the applicant did not demonstrate a unique hardship exists as other properties experience similar issues; alternatives exist that could remedy the situation (berm and/or landscaping); and finally, a concern the proposed fence would have on the character of the area. The ZBA also notes that in 2014 a fence committee was established. The fence committee considered all aspects of the Village of Palos Park related to fences, including its character, residents, open spaces, and street traffic. In making its determination, the ZBA listened to the concerns of the applicant, but relied heavily on the ordinances created by the fence committee" (Transmittal of Zoning Board of Appeals Recommendation to the Building Commissioner).

The variance requests were considered by the Village Council at their December 8, 2025 meeting. Due to new information provided by the applicant, the Village Council unanimously voted to remand this matter back to the ZBA for further consideration pursuant to Council's authority found in 1264.08 of the Code.

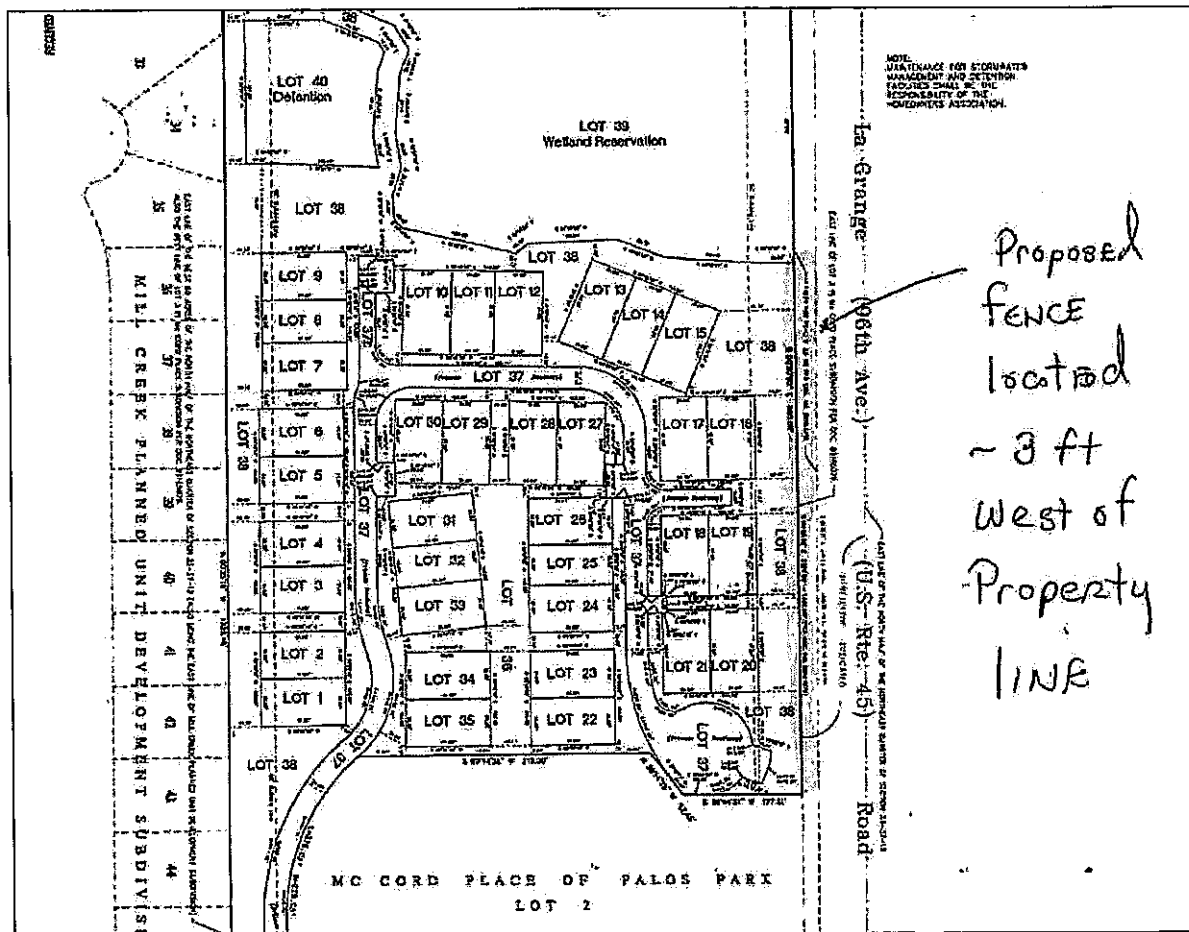


Figure 1: Proposed location of 6' privacy fence. Fence to be more than 3' from property line. (North is to the top).

ADDITIONAL INFORMATION FROM APPLICANT

As noted, the applicant has provided additional information regarding the requested variances. This information includes a memorandum from Mr. Mahoney on behalf of the applicant regarding the request (dated November 21, 2025), a photo of the property compared with a conceptual rendering of the same area with the proposed fencing, a diagram showing the property and ground and distance to LaGrange Road, and information from IDOT regarding noise barriers. Please find all of the additional information from the applicant attached to this staff report.

FENCE VARIANCES PROCESS AND FINDINGS OF FACT FOR FENCE VARIANCES

The Village's fence regulations are written into the Building Code (Part Fourteen – Building and Housing Code) which typically do not allow variances, or not through the typical process in which a zoning variance would be considered. However, 1464.08 of the Fence Regulations **allows** for fence variances to be considered by the Zoning Board of Appeals (ZBA) following the typical zoning variance process. Note this Code section would *not* allow a variance to be granted allowing a fence greater than 6 feet in height. Also note that the standard variance factors [Section 1264.07] apply, but **additional findings of fact specific to the fence regulations are required as well. Consideration of any variance request should rely *entirely* on the standards set forth in the Code. The entirety of these standards, with updated/revised staff and findings of fact and analysis, are attached to this staff report as *Exhibit 1: REPORT OF FINDINGS.***

PUBLIC NOTICE

The Public Hearing notice was published in *The Daily Southtown* on October 22, 2025, in accordance with the Village Zoning Ordinance. At that time a sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing. At the December 8, 2025 Village Council meeting the Council referred the case back to the ZBA. As this was done via the Council's authority as found in Section 1254.08 no further notice is required.

STAFF RECOMMENDATION AND SUMMARY

As noted in the attached "Report of Findings" (Findings of Fact), a variance should only be approved if it meets the applicable standards set in the Code. The staff has reviewed the application and recommends **approval** of the requested variance.

RECOMMENDED MOTION

Concurring with the findings of fact as contained in Exhibit 1: Report of Findings, I move to recommend that the Village Council approve variations from the requirements of Chapter 1464.01(b), Fences in Residential Districts. Where the maximum fence height is four and one-half feet, the applicant is proposing a fence height of 6 feet; and where the minimum required fence open space per every one foot of linear dimension is 70%, the applicant is proposing zero. This is to allow for the construction of a six foot privacy fence on the subject property along LaGrange Road. The subject property is commonly known as 38 McCord Trace, Palos Park, IL 60464.

Please note that if the Zoning Board of Appeals desires to make a recommendation to deny the request, the motion should include **specific Findings of Fact** by the Zoning Board of Appeals as to the deficiencies of the requested variance(s) as to the standards set in the Village Code.

EXHIBITS:

1. Report of Findings (with staff findings)
2. GIS Maps
3. Applicant Resubmittal

**VILLAGE OF PALOS PARK – ZONING BOARD OF APPEALS REPORT OF FINDINGS FOR
VARIANCE REQUESTS PURSUANT TO 1264.07 OF THE VILLAGE CODE
Regarding: ZBA Case 2025-05: McCord Place Townhomes
January 14, 2026 ZBA Meeting**

Text from the Village Code is provided in “Cambria” 11-point font and staff findings are provided in “Courier New” 11-point font.

1264.07 REPORT OF FINDINGS.

The Zoning Board of Appeals shall report its findings and recommendations in writing to Council within thirty days from the conclusion of the public hearing. In considering all proposed variances to this Zoning Code, the Board shall, before recommending that Council grant a variance, first determine and make a finding of fact that the proposed variance will not merely serve as a convenience to the applicant, but is necessary to alleviate practical difficulties or a demonstrable hardship in the way of carrying out the strict letter of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land, and that:

(a) Site Conditions. There are one or more unusual physical conditions of the site, such as size, shape, or slope, that were not created by a person having an interest in the property, that are unavoidable or uncorrectable, or that are worthy of preservation, such as a creek, wetland, or specimen trees, and that make it a substantial burden to use the property or develop the property, or otherwise result in a substantial loss of value or cause the site to be unable to yield a reasonable return, without a variance.

Finding:

The proposed 6 foot high solid privacy fence is to be located in the common area of the McCord Place Townhomes along LaGrange Road. It is the proximity to LaGrange Road, and the specifics of that road, that is an unusual physical condition. LaGrange Road (US Route 45) is the road with the highest traffic volume in Palos Park; with an AADT of 31,300. The next highest is a portion of Southwest Highway with 16,660 AADT (which is only 53% the traffic on LaGrange). The AADT of other significant roads as they pass through Palos Park are as follows: Route 83 only has 10,450 AADT; 123rd Street only has 7,650 AADT and Wolf Road only has 5,400 AADT. Note the Code allows for solid fences along Southwest Highway. The June 2014 ZBA meeting minutes (regarding a 6’ solid fence along LaGrange for 14 Black Walnut Trail) state “Chairman Pro-Tem Martin, who also served on the Ad Hoc Fence Committee, mentioned this is the perfect case for a variance request. He went on to say that he has no objection to where the fence is going and compared it to the fencing regulation that allows for privacy fencing along Southwest Highway, commercial properties and railroad tracks.” The Village (and ZBA) is not bound by precedent. This means that the fact a variance was granted for one property does not mean another property is entitled to a similar variance request solely due to the first variance. However, the record regarding 14 Black Walnut Trail provides helpful context worthy of consideration for the current petition; as it pertains to the analysis of this Site Condition variance finding.

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

Finding:

The location along LaGrange Road portion of the property is required to achieve the desired noise and visual impact mitigation. The applicant is seeking to locate the fence in a manner in which it is on the McCord side of the existing landscape buffer. In other words, the existing landscaping would largely block the view of the privacy fence from the LaGrange Road ROW and preserve the natural character of the Village. The proposed fence would be a considerable distance from the actual roadway given its proposed location approximately 30 feet from the property line/right-of-way.

Alternatives to address the noise and visual nuisance from LaGrange Road could involve just planting landscaping; such as a row of arborvitae or other densely planted vegetation. However, there is not enough distance between the LaGrange Road ROW and the McCord Townhome buildings for landscaping to be effective. The use of vegetation alone is not used by the Federal Highway Authority or IDOT for sound mitigation as it typically would require significant width to be effective. Per IDOT a row of vegetation would need to be at least 200' wide and 18 feet high to achieve a 5 to 10 dB(A) reduction in noise. There is only approximately 50' between the rear wall of the closest townhome units to the property line / LaGrange Road right-of-way.

Another alternative is a berm. Berms are very effective; but a berm may not be feasible on the McCord Townhome property between the townhome buildings and the property line / LaGrange Road ROW. Using IDOT guidelines for berms, each slope of the berm would need to be 3 times the height. Compared with the proposed 6' high fence; the berm would need a slope of 18' on each side (in other words a 6' tall berm needs at a depth of at least 6 times the height since there would be two sides to the berm). This means at least 36' feet is needed for the berm, although typically the top of the berm would also have some width as well. There is approximately 50' between the rear wall of the closest townhome units to the property line / LaGrange Road ROW. While this may be enough room for a berm, all existing mature trees and landscaping would need to be removed to construct such a berm. Further, this does not take into consideration the existing topographic features of the specific area. Staff reviewed the potential of a berm with the Village Engineer and discussed the challenges and complications with the potential of a berm. In the area a berm would go there is significant slope downward in which stormwater flows toward the north, leading to an area in the floodplain and wetland area to the north (behind the townhome units to the northeast of the McCord townhomes). Further, there

are existing Village water and sanitary mains running through a portion of the area and constructing a berm on top of them would not be ideal.

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

Finding:

The petitioner has stated that the proposed fence would not interfere with the essential character of the Village. The variation would retain the essential character and landscaping of the area and would not be substantially injurious to other property or detrimental to the public interests or adopted plans.

The Code itself allows for, in certain circumstances, fences 6 foot in height and/or solid fences. For example, fences approved as part of a PUD may vary from the basic fence standards (McCord Place Townhome, while a PUD, does not specifically provide alternative fencing). Additional exceptions are allowed in certain areas for multi-family zoned properties, such as in areas "that separate rear yards, patios, or decks of adjoining dwelling units within the same building" and further that the fence regulations allow solid fencing for rear yards in single-family residential properties adjacent to Southwest Highway, a railroad ROW, or if adjacent to commercially zoned property.

There are existing residential properties with 6' privacy fences along LaGrange Road and other nonresidential privacy fences or solid walls along or in the vicinity of LaGrange Road (Wu's House, behind Mill Creek Center, near Walgreens). Due to these a 6' privacy fence (with landscaping) located ~30' in from the property line would not alter the essential character of the area or be injurious to other property.

In addition, the Board shall look to, and make findings of fact in regard to, those factors set forth in *Section 1260.05(b)(1) through (6) [see below]* in regard to the requested variation. Such findings of fact shall be incorporated in the written report to Council.

The Zoning Board of Appeals may recommend certain limited conditions on the development subject to the variance that are necessary or appropriate to reduce the impact or injurious effect of said variance and to better carry out the general intent of the Village regulations.

1260.05(b) (1-6):

- (1) Existing uses of property within the general area of the property in question;

Finding:

The existing uses in the surrounding area are all residential uses (single family to the north, west and east; with the assisted living facility to the south). The McCord art gallery is also to the south. Further south, on the opposite side of Creek Road is Mill Creek Center,

which has a privacy fence separating its commercial use from the unincorporated residential areas to its west. The proposed fence variance is in harmony with these uses; noting that code allows for solid fences along the rear yards of residential property adjacent to a road with significantly less traffic (Southwest Highway).

(2) The zoning classification of property within the general area of the property in question;

Finding:

The subject property has R-5 Special Development zoning; which is a residential district. Adjacent properties have residential zoning; except for the McCord art gallery which has B-1 Limited Business zoning.

(3) The suitability of the property in question to the uses permitted under the existing and proposed classifications;

Finding:

The proposed use of the property is permitted in the R-5 zone. Through the PUD process in the R-5 a 6' foot privacy fence could have been allowed with the original development of the townhomes; further note that 6' solid fencing is allowed in multi-family residential areas in order to separate rear yards, patios, or decks of adjoining units.

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

Finding:

The proposed fence is consistent with the residential trend of development in the surrounding area.

(5) Proposed uses of property within the general area of the property in question as represented on the Village Comprehensive Plan;

Finding:

The proposed fence is consistent with the Comprehensive Plan Land Use designation of Planned Multi Family.

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

Finding:

The entire McCord Place Townhome area is approximately 13 acres with 850 feet of frontage along LaGrange Road and access from the south off of Creek Road.

1464.08 VARIANCES.

(c) In addition to any factors to be reviewed pursuant to Sections 1264.05 through 1264.09 of the Zoning Code, a fence variation shall only be granted where a finding is made as to each of the following conditions:

- (1) That the plight of the petitioner for the variation is caused by unique circumstances;

Finding:

As previously noted; unique circumstances exist due to the location of these residential units along LaGrange Road. LaGrange Road (US Route 45) is has the highest traffic volume in Palos Park; with an AADT of 31,300. High levels of vehicular traffic, larger numbers of trucks, and higher speeds all lead to increases in vehicular noise than would be common along a residential street. Additionally, LaGrange Road had been widened after the construction of the townhomes, which decreases the distance between the roadway and the closest townhome units. Nuisance level vehicular noise can cause a loss of value to the units closest to the roadway.

- (2) That the variation, if granted, will not alter the essential character of the immediate surrounding area;

Finding:

As previously noted; the proposed variance should not have any negative impact on the essential character of the immediate surrounding area. The applicant is proposing to install the fence well into the McCord Property; so that existing mature landscaping would buffer the fence from view along LaGrange Road; preserving the essential character of the immediate surrounding Area. Another solid fence along LaGrange Road (with landscape buffering) also exists in the immediate surrounding area.

- (3) That a fence, in full compliance with the limitations of this chapter, would not adequately serve the same purposes as a fence of increased height, of a different material and/or to the property lot line, as the case may be; and

Finding:

The purpose of the 6' solid privacy fence is to provide noise mitigation as well as visual screening. Proper noise mitigation would require a solid barrier of sufficient height and length to block the "line of sight" between the source of the noise and the receiver. An open fence with a maximum height of 4.5' would not achieve the intended purpose.

- (4) That strict adherence to the fence requirements of the chapter would cause particular hardship upon the petitioner for the variation.

Finding:

The noise generated by LaGrange Road has an impact on the adjacent residents in the townhome units closest to the road. Nuisance noise impacts quality of life for these residents and also would have an economic impact in the ability to sell the unit in the future.

- (5) The reduction in the open space of the fence, the additional height, and/or the requested location will assist in reducing noise, screening incompatible adjacent uses, or increase safety to the owners of the subject property or abutting properties.

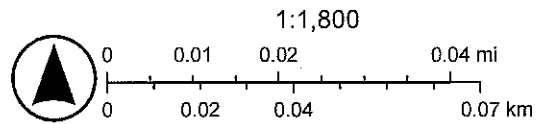
Finding:

The proposed variances would assist in reducing noise and screening LaGrange Road.

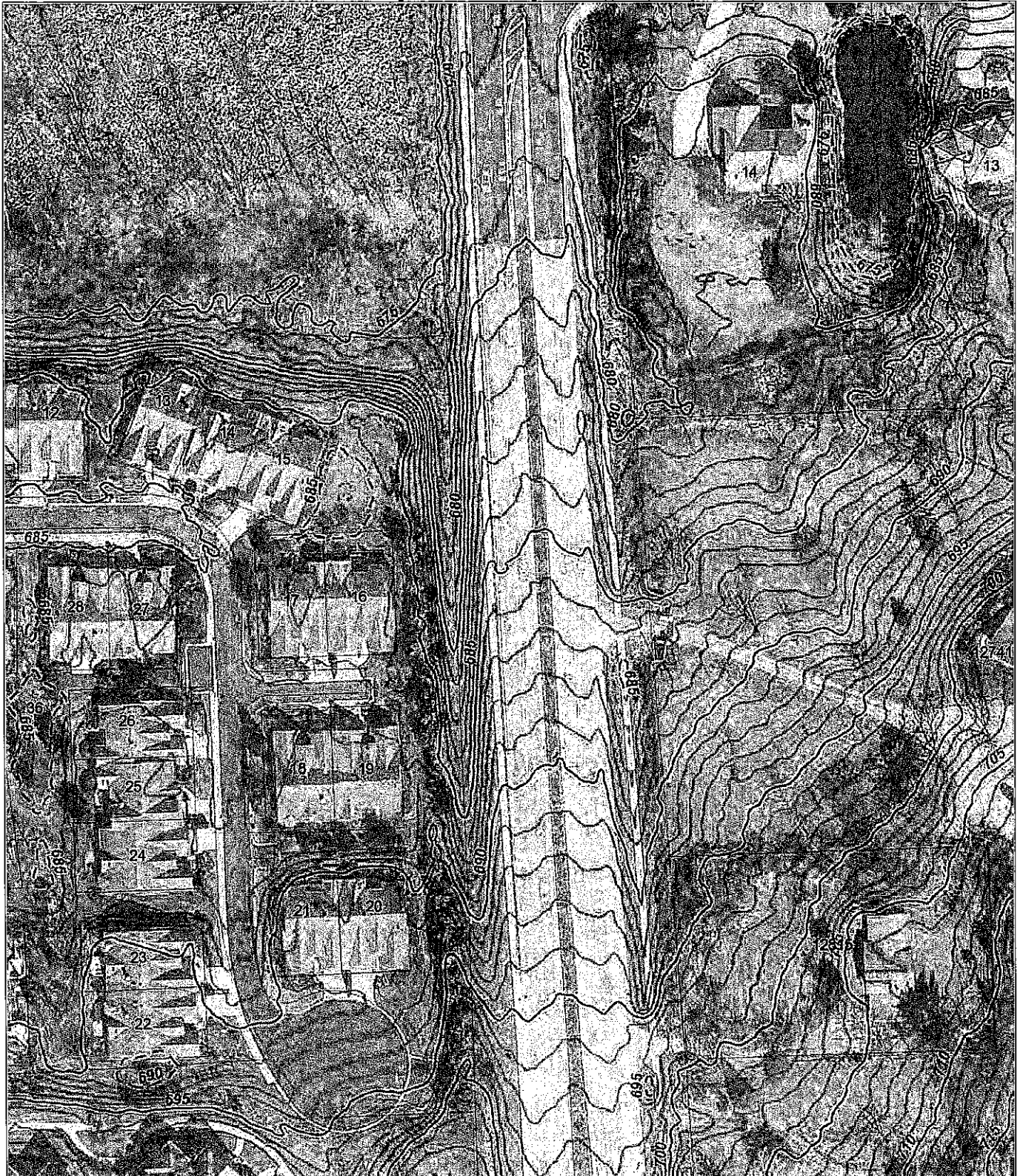


1/6/2026

GIS MAP



Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



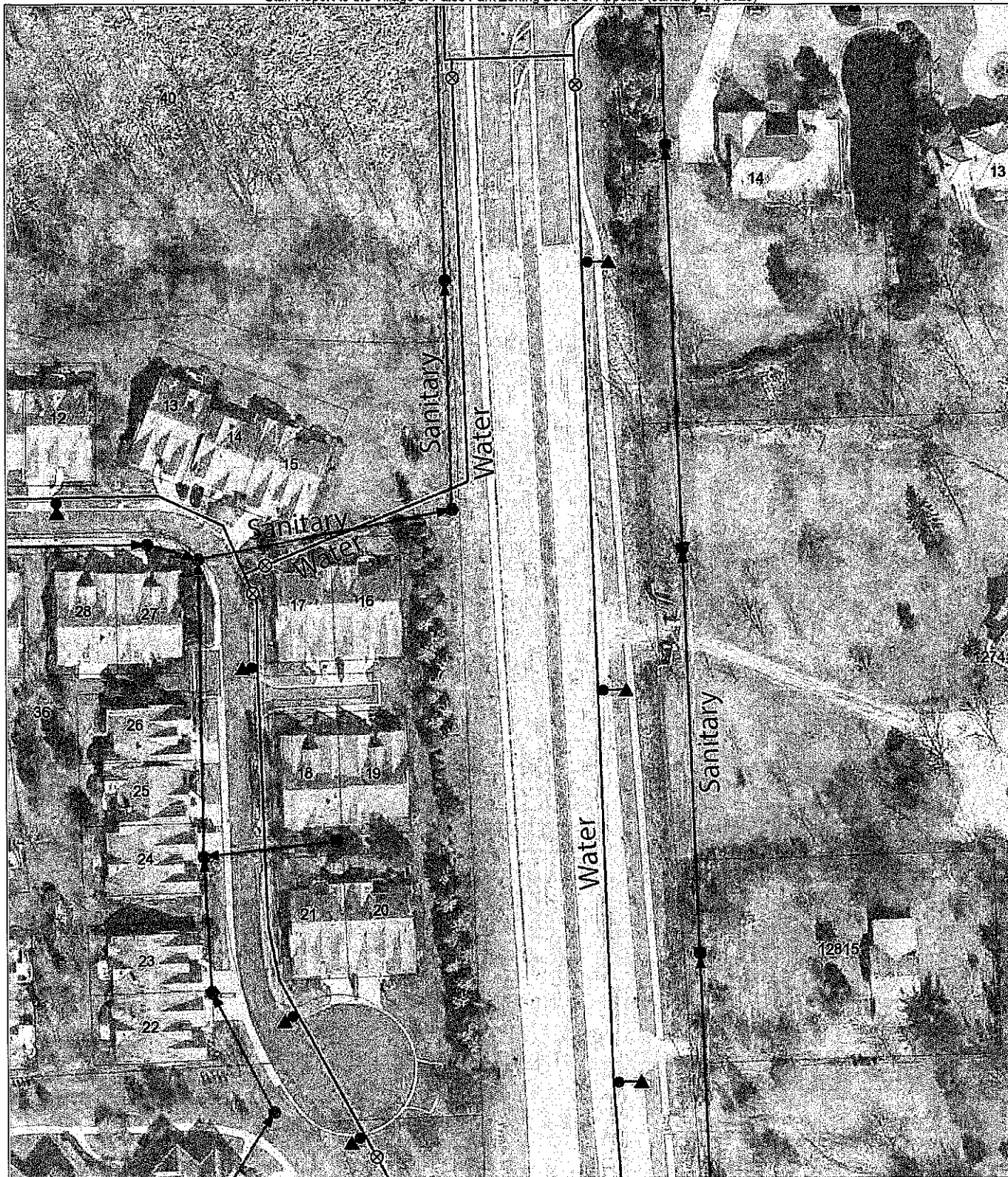
Topographic



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

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Utility

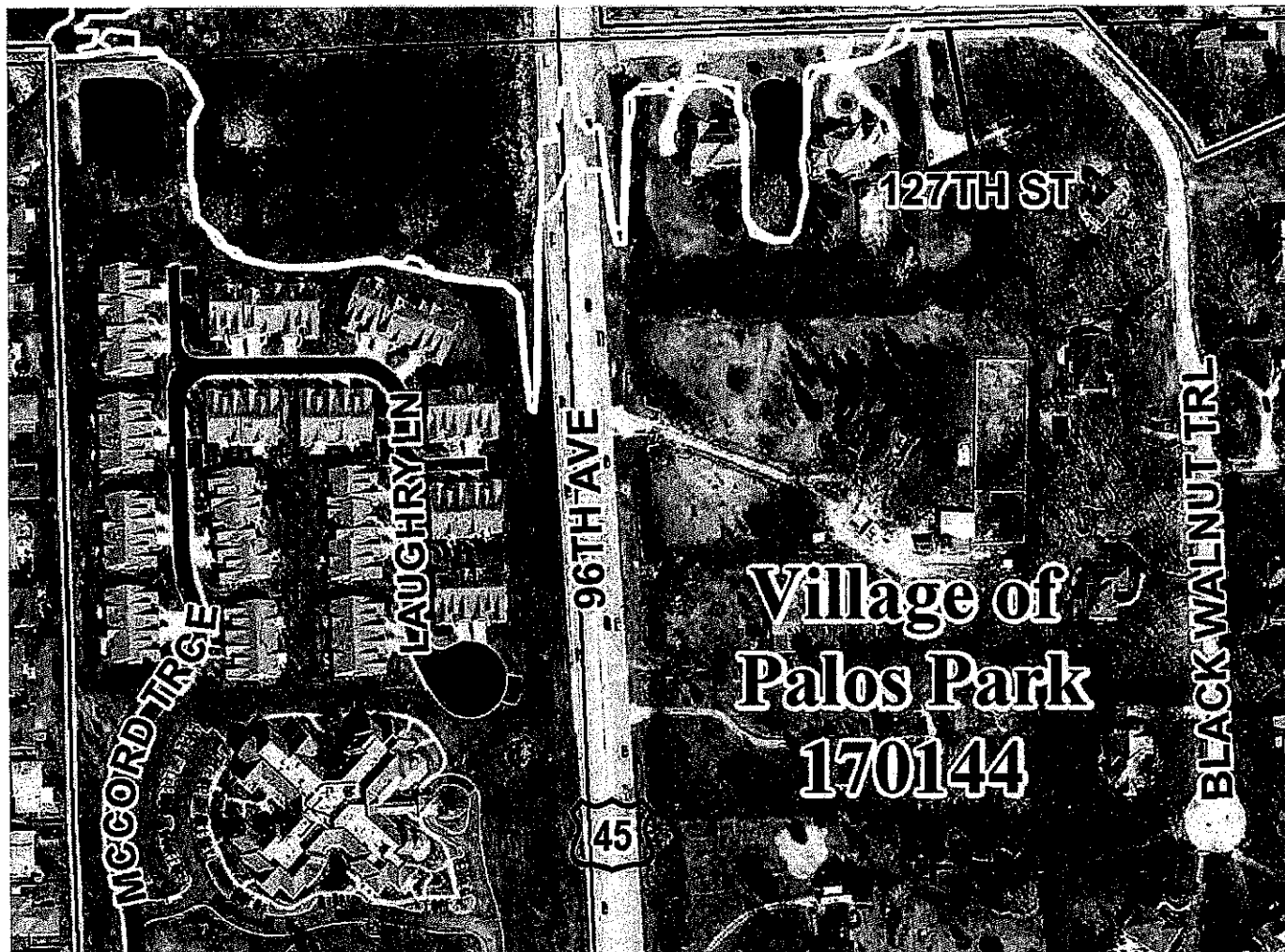


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FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Area of Undetermined Flood Hazard Zone D

Evolution of a Hybrid Road Impact Mitigation Strategy for McCord Place Townhomes

- **Undisputed and documented negative Impact on quality of life and enjoyment of property and economic impact from the huge increase in traffic volume via LaGrange Rd widening**
- **McCord townhomes are uniquely impacted as the result of being adjacent to the widened LaGrange**
Our location is impacted by the ALL of the various frequencies generated by the 31,000 vehicles per day. High frequency noise (illegally modified mufflers) travels for blocks vs the lower frequency noise which only travels 500ft. However, both types of noise contribute to our unique noise problem.
- **Community unsuccessfully sought assistance from Government agencies**
- **Attempted to engage local Universities and Engineering firms in a comprehensive noise/ impact study**
- **Resorted to “self help” and “self funding” to study the problem and evaluate means of mitigation**

- **The Topography dictated a “hybrid” solution since neither a berm nor plantings would be effective, including:**
 - restoration of existing topography where eroded
 - additional plantings on east side of fence
 - irrigation add ons to insure plantings thrive
 - Solid, 6’, wooden fence
 - HOA BOD approved funding for the project in 2026

- **Fence option selected as “last resort”**
 - Only way to eliminate visual pollution from road traffic
 - Only effective way to mitigate sound with existing topography
 - IDOT guidelines for plantings = 200ft and for berms 6/1 ratio

- **Application for a Variance to fence ordinance requesting a 6” Solid fence**
 - Encouraged by the recognition in the ordinance of solid fences as an effective means of traffic impact mitigation (SW HW)
 - Encouraged by positive recommendation of The Village Staff professionals
 - Frustrated by ZBA recommendation to deny the application

- **Evaluated the Feasibility of Implementing the ZBA recommended solution**
 - Looked to Illinois Dept of Transportation (nationally recognized experts in Highway noise abatement) for guidelines on road noise mitigation - The ZBA recommendations are not feasible given the topography and available distances.
 - Berms - require a 6/1 base to height ratio

- hence a 6 foot high berm requires 36 foot base vs 23ft available
- **Plantings - require 200 feet of plantings**

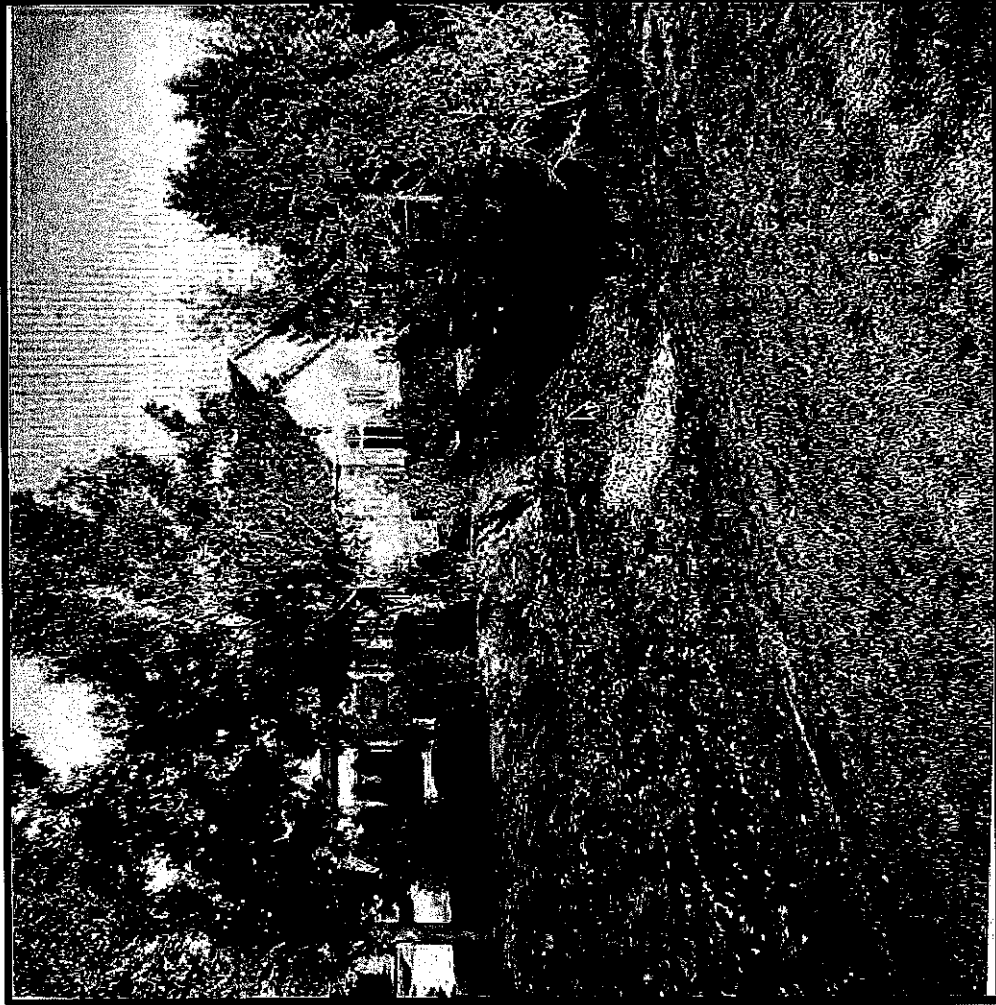
- **Sought Legal advice regarding our application and the application of the Fence ordinance**
 - **Provided a Memorandum from John Mahoney (former Mayor) which supports our application**
 - **The current fence ordinance includes a recognition that solid fences are effective in mitigating traffic impact from high volumes roads (SW HW)**
 - ***“ municipal ordinances are interpreted based on legislative intent, The intent of the fence exception is clear”***
 - **The Village previously approved a solid fence to mitigate traffic impacts for a similar townhome development on Rt 83**
 - **Summary of the opinion:**
 - ***“ The Village Council should grant a variance .. based on Purpose of the existing ordinance, higher intensity roadway impact on Mc Cord Place, need for consistent treatment of similarly situated residential property***

- **Presented the above findings to the Village Manager and the Village Mayor prior to the Council meeting**
 - **Village Council referred the application back to the ZBA in light of the additional information provided.**

Proposed kitchen table



Current situation





FREQUENTLY ASKED QUESTIONS

1. Why aren't noise barriers proposed in some cases?
A noise barrier must meet feasibility and reasonableness criteria, achieving at least a 5 dB(A) traffic noise reduction at an impacted receptor to be feasible and an 8 dB(A) reduction at a benefited receptor to be reasonable. It also must be economically reasonable, costing less than the adjusted allowable cost per benefited receptor and also must be desired by the majority of benefited receptors.
2. Would a berm be as effective as a noise wall in reducing noise levels?
Studies show that earth berms actually reduce noise levels to a greater extent than noise walls due to absorption and edge effects. However, their use depends on available space. For instance, since IDOT requires at least a 3:1 slope to maintain the berm, a 12-ft. berm would be approximately 72 ft. wide at the base.
3. What is the cost of a noise wall?
Based on Illinois construction costs and walls built, the average noise wall construction cost is \$25 per sq. ft. including materials and installation. Areas with potential utility or drainage issues may incur added costs. Typical noise walls cost \$1,500,000 per mile.

NOISE ABATEMENT POLICY

The noise abatement evaluation is triggered by the determination of traffic noise impacts. The evaluation is to determine if abatement will meet IDOT's Feasibility and Reasonableness Policy: Feasibility

- Noise abatement must achieve at least a 5 dB(A) traffic noise reduction at an impacted receptor and be feasible to construct.
 - Reasonableness
 - Noise abatement must be less than the \$24,000 base value per benefited receptor plus adjustment factors, and achieve at least an 8 dB(A) reduction at a benefited receptor.
- In addition, viewpoints of benefited receptors must be considered.

ADJUSTMENT FACTORS

To determine whether a noise abatement option is economically reasonable, three factors may be considered to adjust the base allowable cost of \$24,000 per benefited receptor. These factors include:

- Absolute Noise Level
 - Increase in Noise
 - Build Order of Roadway and Receptor
- The consideration of these adjustment factors can potentially raise the allowable cost per benefited receptor from \$24,000 to a maximum of \$37,000.

BENEFITED RECEPTOR

Any receptor afforded a 5 dB(A) or greater traffic noise reduction.

- May include receptors with a direct line of sight to the roadway and receptors shielded from the roadway by other buildings.
- Total number of benefited receptors is used to determine the cost per benefited receptor.
- Cost per Benefited Receptor = Barrier Cost/Number of Benefited Receptors.

NOISE ABATEMENT

- Illinois' Commitment to Noise Abatement
 - Noise Abatement Approaches
 - Noise Barrier Evaluation
 - Noise Barrier Design



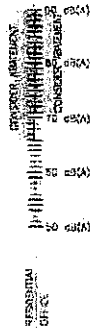
ILLINOIS DEPARTMENT OF TRANSPORTATION

Through 2014, more than 90 miles of noise walls have been constructed in Illinois.

NOISE LEVEL ABATEMENT POLICY

In Illinois, traffic noise impacts are determined to occur in the following situations:

- Design year build traffic noise levels (typically projected 20 years into the future) are predicted to approach, meet, or exceed the noise abatement criteria (NAC), OR
- Design year build traffic noise levels are predicted to substantially increase (greater than 14 dB(A)) over existing noise levels.



NOISE ABATEMENT APPROACHES

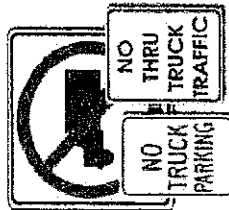
Once a noise impact is identified, IDOT will evaluate feasible and reasonable noise abatement measures to reduce traffic noise impacts. Traffic noise can potentially be reduced by addressing one of the following:

- Noise Source
- Noise Path
- Noise Receiver

NOISE SOURCE OPTIONS

Traffic noise levels can potentially be reduced by source modification, such as:

- Vehicle Noise
- Emission Standards
- Pavement Materials
- Traffic Restrictions
- Speed Limitations
- Engine Braking Restrictions



NOISE PATH ABATEMENT MEASURES

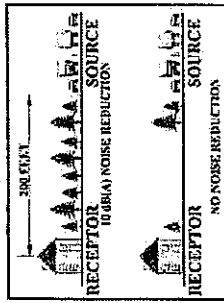
Noise abatement can be accomplished by interrupting the noise path between the source and the receiver. Abatement measures include:

- Construction of noise barriers.
- Alteration of horizontal highway alignment.
- Alteration of vertical highway alignment.

EFFECTS OF VEGETATION

Vegetation can provide aesthetic value and psychological relief from traffic noise.

- Vegetation is not used by FHWA or IDOT for traffic noise reduction because:
 - It would need to be at least 200 ft wide and 18 ft high to reduce noise levels by 10 dB(A).
 - In most cases, available right-of-way cannot accommodate this width.



ABATEMENT TYPICALLY USED - NOISE BARRIERS

When a noise impact has been identified, IDOT typically evaluates noise barriers for abatement due to:

- Cost Effectiveness
- Maintenance Issues
- No Additional Right-of-Way Required

When considering noise barriers, utilities, drainage, right-of-way, sight distance, and clear zones must be considered.

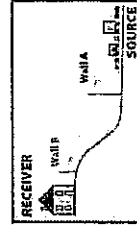
TRAFFIC NOISE REDUCTION ATTAINABILITY

A noise barrier that just breaks the line of sight between a noise source and a receiver will reduce noise levels by 5 dB(A). Noise reductions beyond 5 dB(A) become increasingly harder to achieve.

Reduction in Sound Level	Degree of Attainability
5 dB(A)	Easily Attained
10 dB(A)	Attainable
15 dB(A)	Very Difficult
20 dB(A)	Nearly Impossible

NOISE BARRIER EVALUATION

- Conducted using FHWA approved traffic noise model.
 - Computer model evaluates barrier variations.
- #### BARRIER HEIGHT
- A barrier that just breaks line of sight between the noise source and receiver reduces noise by 5 dB(A).
 - Each additional two feet in noise barrier height reduces the traffic noise level one dB(A).
- #### BARRIER LENGTH
- A barrier needs to block the view of the receptor to the vehicles using the road.
 - To be effective, a barrier should extend 4 times the distance between the end receptor and barrier.
- #### BARRIER LOCATION
- Barriers are most effective closest to the noise source or closest to the receiver.
- #### BARRIER ELEVATION
- The ground elevation of the area between a noise source and receiver affects the height of the noise barrier needed. In the example below, Wall A must exceed the height of the noise source to break the noise path to the receiver. Wall B, located at a higher ground elevation, can be much shorter to achieve the same noise reduction as Wall A.



Summary of Memo in Support of the Application
by John Mahoney

- **Code Section 1464.01(b) - contains an exception allowing greater fence height and solid fences along Southwest Highway.**
- **The exception recognizes elevated noise levels, high traffic volume, safety concerns as well as the loss of privacy and quiet enjoyment.**
- **La Grange Rd today more significant traffic impacts with TWICE the volume of vehicles as SW HW**
- **Municipal ordinances are interpreted based on legislative intent. The intent of the fence exception on SW HW is clear**
- **The Village Council Should grant the variance**
- **Such a variance is “legally sound, planning - consistent and aligned with the Village obligation to protect residential health, safety, and quiet enjoyment.”**

Memorandum

To: Village of Palos Park – Rick Boehm, Village Manager, and Building & Planning Department
From: John Francis Mahoney
Re: Application of Thoroughfare Fence Exception to PUD (McCord Trace) – La Grange Road Rear-Facing Lots
Date: November 21, 2025

I. Purpose of this Memorandum

This memorandum explains why the Village's existing fence-height exception for rear yards abutting a major thoroughfare (Southwest Highway) should be applied equally to the McCord Trace Planned Unit Development, where numerous single-family homes have rear façades directly abutting La Grange Road, a substantially larger and higher-volume five-lane arterial roadway.

II. Applicable Ordinance Language

The Palos Park Fence Ordinance provides as follows:

§ 1464.01 Permitted Fences; Proximity to Lot Line of Adjacent Property.

(a) General Requirements:

- (1) No fence shall be erected, replaced or enlarged within the Village without first obtaining a permit from the Village. American Legal Publishing.
- (2) The application for a fence permit shall show the height of all parts of the fence, materials to be used and shall be accompanied by a survey showing the location of the proposed fence and other structures on the lot. American Legal Publishing.
- (3) The permit and inspection fee shall be as set forth in the Village Code. American Legal Publishing.
- (4) All fences shall be measured from existing grade, unless otherwise specified. American Legal Publishing.

(b) Fences in Residential Districts:

(1) Single-family.

A. Fences are prohibited between the front lot line and the principal building. Fences are permitted within the side, corner side and rear yards. Except for corner lots, a fence shall not be located in the corner side yard between the front building line and the rear building line. American Legal Publishing.

B. No person shall erect a fence closer than three feet to the lot line of an adjacent property.

Notwithstanding the foregoing, if the owners of adjoining parcels of property desire to erect a single fence, on the property line between the two properties, they shall be allowed to do so, without need for a variation, provided that said property owners provide the Village with a recorded joint fence easement, that constitutes a covenant running with title to both properties, so that it is binding upon future owners of both properties, as part of the fence permit application, with said joint fence easement covering, at a minimum, the following issues relating to said single fence:

1. On which of the two properties the fence will be physically located, or whether the fence will straddle the property line;
2. Who is responsible for coordinating the actual construction of the fence;

3. The responsibility for the maintenance of the fence, including access to both sides of the fence by the responsible party; and

4. Who has the authority to remove or replace the fence after it has been constructed. American Legal Publishing.

C. Rear yards adjacent to Southwest Highway, a railroad right-of-way, or a commercial or office zoning district may have a solid fence. American Legal Publishing.

D. Except as provided in Sections 1464.02 and 1464.07 and Chapter 1482 of this Code, fences shall not exceed four and one-half feet in height. American Legal Publishing.

E. Fence materials shall be constructed of solid (non-composite) wood protected against decay, steel, stone, wrought iron, or wrought-iron-style aluminum. Fences constructed of wire mesh (chain-link) material are permissible only in temporary construction fencing, construction of dog runs or tennis court fence enclosures constructed in accordance with Section 1464.02 of this Chapter and Section 1286.06 of this Code in regard to accessory structures. American Legal Publishing.

1. Fence construction shall provide for a minimum of seventy percent (70 %) open space in total for every one foot of linear dimension; American Legal Publishing.

2. Fences shall be maintained in such a manner as to not block the natural flow of stormwater over the property. American Legal Publishing.

3. The finished side of all fences shall face away from the lot on which it is located. Both sides of the fence shall be similar in design, construction and appearance. American Legal Publishing.

(2) Multi-family residential. Fences constructed in multi-family residential areas shall require a Village building permit, and shall comply with the standards for fences as set forth in subsections (a) through (b) above, except as revised below:

A. The fences approved as part of a planned unit development may vary from other fence standards in the Village Code. American Legal Publishing.

B. Fences in multi-family residential areas, that separate rear yards, patios, or decks of adjoining dwelling units within the same building:

1. May be on the interior property line;

2. May be solid or, if partially open, have spaces no wider than four inches;

3. Shall be no taller than six feet above grade or above the floor of the highest adjoining deck or patio;

4. Shall be no longer than twelve feet in length, extended out from the rear wall of the building;

5. Shall be constructed of a material and color similar to and compatible with the building; and

6. Shall be subject to the approval of the homeowners association. American Legal Publishing.

C. Fences in multi-family areas that surround patios or decks:

1. May be solid, or if partially open, have spaces no wider than four inches;

2. Shall be no taller than four feet above the patio or deck floor;

3. Shall be constructed of a material and color similar to and compatible with the building; and

4. Shall be subject to the approval of the homeowners association. American Legal Publishing.

(Ord. 1985-6. Passed 7-22-85; Ord. 1997-24. Passed 10-27-97; Ord. 2004-60. Passed 12-13-04; Ord. 2009-15. Passed 5-26-09; Ord. 2011-19. Passed 4-25-11; Ord. 2014-11. Passed 5-12-14.)

As noted from the highlighted excerpt from Code Section 1464.01(b), the Palos Park fence ordinance contains an exception allowing **greater fence height or screening for single-family rear yards that directly abut Southwest Highway**, recognizing:

- The elevated noise levels,
- High traffic volumes,

- Safety concerns,
- The loss of privacy and quiet enjoyment.

As drafted, the text explicitly references **Southwest Highway**, but the underlying **purpose** is protection of residential properties that back up to a **major regional thoroughfare**.

III. La Grange Road is a Larger, Higher-Impact Thoroughfare

For purposes of land use, noise, traffic engineering, and residential buffering, **La Grange Road presents more significant impacts than Southwest Highway**, including:

- **Five travel lanes**, as opposed to two or three;
- **Meaningfully higher ADT (Average Daily Traffic)** counts (Illinois Department of Transportation data confirms substantially higher annual traffic volume) (Lagrange Road has 31,300 average daily volume; Southwest Highway has an average daily volume of 15,800);
- Higher posted speeds;
- Greater presence of trucks and commercial vehicles;
- Increased noise, vibration, and light intrusion.

From a planning and zoning standpoint, **there is no rational basis** to grant protective rear-yard fencing exceptions to homes backing Southwest Highway but **not** to those backing La Grange Road.

IV. PUD Status Does Not Eliminate the Residential Nature of the Lots

The McCord Trace development is a **Planned Unit Development**, but the individual parcels at issue are:

- **Single-family residential lots**,
- **With rear property lines directly abutting a major arterial roadway**,
- Occupied by homeowners to whom the same health, safety, and quiet-enjoyment considerations apply.

Nothing in the Palos Park zoning code suggests that a residential lot within a PUD is *less deserving* of protection than an identical residential lot outside a PUD boundary. The **impact** of the arterial roadway—not the zoning label—drives the need for screening. Furthermore, because the setbacks on a PUD lot tend to be much smaller, the dwellings tend to be much closer to the public right of ways (and in this case, the main thoroughfare of Lagrange Road).

V. Ordinance Interpretation Based on Purpose and Equal Protection of Residential Properties

A. Purpose-based interpretation

Municipal ordinances are interpreted based on **legislative intent**. The intent of the fence exception is clear:

To **mitigate negative impacts** on homes that directly adjoin a major traffic corridor.

B. Equal treatment of similarly situated residential properties

Homes in McCord Trace:

- Back directly onto La Grange Road,
- Lack any intervening buffer (berm, commercial parcel, or open space), and
- Experience **greater intensity impacts** than what the ordinance contemplated for Southwest Highway.

Thus, a consistent and reasonable interpretation of the ordinance requires **extension of the same exception** to these lots.

VI. Supporting Data – IDOT Traffic Volumes for La Grange Road

Publicly available IDOT Traffic Volume Studies show that:

- **La Grange Road (U.S. Route 45)** carries **significantly higher daily traffic** than Southwest Highway,
- With both commercial and commuter traffic,
- Creating continuous daytime noise levels that exceed baseline residential standards.

These objective data points support applying the ordinance's protective intent to La Grange Road.

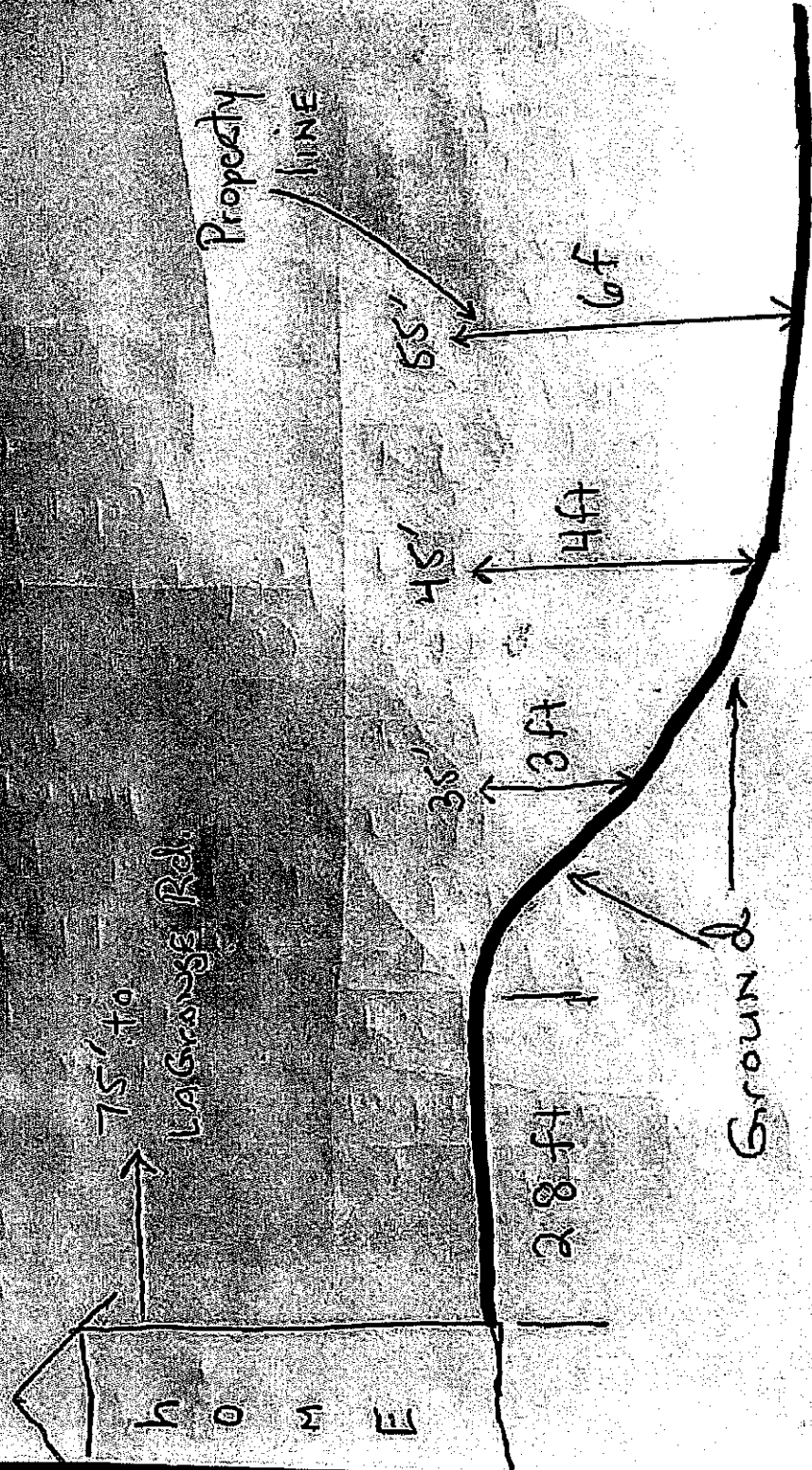
VII. Proposed Variation to Ordinance

The Village Council should **grant a variance** or adopt an **administrative interpretation** extending the existing Southwest Highway rear-yard fence exception to **Rear-facing residential lots within the McCord Trace PUD whose rear lot lines abut La Grange Road**, based on the:

- Purpose of the existing ordinance,
- Higher-intensity roadway impacts on McCord Trace, and
- Need for consistent treatment of similarly situated residential properties.

This interpretation is legally sound, planning-consistent, and aligned with the Village's obligation to protect residential health, safety, and quiet enjoyment. As a condition of the approval of the variance, the Village Council could require McCord Trace to provide landscaping options on the Lagrange Road side of the fence to eventually minimize the visual impact of the fence from Lagrange Road.

McCord Place Boundary with LaGrange Road



Lowering speed limits may slightly reduce traffic noise levels, but the speed reduction would lower the capacity of the roadway, thereby increasing delays, air pollutant emissions, and the overall cost of transporting goods and services. Speed limits are determined by the roadway design and speed studies.

(See Section 4.1.2)

11. Would a berm be as effective as a noise wall in reducing noise levels and how does its effectiveness compare to noise walls?

Earth berms are just as effective as noise walls. Studies have shown that earth berms actually reduce noise levels to a greater extent than noise walls. This is partially due to the soft surface of the berm (i.e., grass) providing more absorption. In addition, the flat top of the berm diffracts sound waves twice, resulting in more attenuation. However, the use of berms depends on the space available. For maintenance reasons, IDOT requires at least a 3:1 slope on berms. For example,

B-3
HARD COPIES UNCONTROLLED

Appendix B

June 2025

a 12-foot high berm with a 3:1 slope would be approximately 72 feet wide at the base. The available area for abatement would need to accommodate this base width.

(See Section 4.1.1)

12. Can trees/vegetation be planted to help reduce noise levels?

Vegetation, such as a dense growth of evergreens, would need to be at least 200 feet in width and 18 feet high to reduce noise levels by 5 to 10 dB(A). In most cases, 200 feet of space between the roadway and receptors is not available without purchasing additional right-of-way. Vegetation/trees can potentially help screen the highway traffic from view.

(See Section 4.3.1)

13. Why isn't noise abatement designed to reduce noise levels below the NAC?

The Noise Abatement Criteria (NAC) identify the noise levels at which noise abatement should be evaluated. The NAC are noise levels associated with interference of speech communication and are a compromise between noise levels that are desirable and those that are achievable. They are not noise abatement goals. The objective of noise abatement is to achieve a noise reduction that will result in a noticeable difference from the unabated traffic noise levels and can be implemented in a cost-effective way. A reduction of 5 dB(A) is considered to be "readily perceptible" to the human ear. Under typical noise abatement evaluations, a substantial noise reduction is considered to be an 8 dB(A) traffic noise reduction. To be considered "feasible," noise abatement measures must reduce noise levels by at least 5 dB(A) for at least two impacted receptors, and to be considered "reasonable," noise must be reduced by at least 8 dB(A) for at least one benefited receptor. For example, the following table demonstrates the noise reduction goals to meet the criteria.

Location	Future Noise Level	NAC	Noise Reduction Design Goal	Target Noise Level
Site 1	69 dB(A)	67 dB(A)	8 dB(A)	61 dB(A)
Site 2	78 dB(A)	67 dB(A)	8 dB(A)	70 dB(A)

There also are limitations to the potential insertion loss, or difference in sound level, provided by a noise barrier. A properly designed noise barrier can provide up to a 10 dB(A) insertion loss at receptors located directly behind the center of the barrier, which is a 90 percent



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

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

AGENDA MATTER:

ORDINANCE 2026-03 (ZBA CASE 2026-01): An application has been filed requesting a variation from the requirements of Chapter 1268.02(e) Front Yards to permit the construction of a new single-family residence. Where the required front yard setback is 78.16 feet, the applicant is proposing a front yard setback of 50.25 feet for the proposed home. The subject property is commonly known as 12500 S. 90th Avenue in Palos Park, IL.

BACKGROUND:

The subject property is a residential lot (1.43 acres) with an existing single-family home. The existing house is nonconforming as the majority of the house encroaches into the required front setback. The property owner wishes to demolish the existing home and build a new home in roughly the same location as the existing home.

The subject property contains a significant downward slope to the northwest (the portion of the property adjacent to 90th Avenue is between 700' and 705' and slopes down to 680' at the rear property line to the north). Additionally, there are numerous mature trees on the property. Moving the home *further* away from 90th Avenue (to meet the applicable front setback) would impact the trees.

The required front setback is based on the average of the block. Due to the unusual shape of the property this average includes all the properties on the north side of 125th as well as the west side of 90th. The average is skewed by significant setbacks for the buildings located at the northwest corner of 90th Avenue and 126th Street; as well as the large setback for the house the northwest corner of 89th Avenue and 125th Street (which has its driveway access off Rosewood Avenue). Not counting those properties, the setbacks of other houses in the general area range from 40' to 80': which are more comparable to the requested 50.23' front setback.

STAFF RECOMMENDATION:

The staff has reviewed the application and recommends approval of the requested variance.

ZONING BOARD OF APPEALS MEETING:

The Zoning Board of Appeals held a public hearing regarding the variation request on February 11, 2026. The ZBA recommended approval 4-0 (with 3 absent) for the requested variation.

RECOMMENDED MOTIONS:

I move to approve Ordinance 2026-03 "An Ordinance Approving A Certain Front Yard Setback Variation (12500 S. 90th Avenue) "

Attachments:

Transmittal of Recommendation

Ordinance 2026-03

Staff Report to the Village of Palos Park Zoning Board of Appeals (February 11,2026)



TO: Mike Wade, Building Commissioner
MEETING DATE: February 11, 2026 at 6:30 pm
FROM: John Marsh, Chair
SUBJECT: Transmittal of Zoning Board of Appeals Recommendation

PROJECT TITLE

ZBA CASE 2026-01: An application has been filed requesting a variation from the requirements of Chapter 1268.02(e) Front Yards to permit the construction of a new single-family residence. Where the required front yard setback is 78.16 feet, the applicant is proposing a front yard setback of 50.25 feet for the house.

The subject property is commonly known as 12500 S 90th Avenue.

PUBLIC HEARING

The Zoning Board of Appeals held a public hearing regarding application ZBA 2026 – 01 on February 11, 2026. Staff have received no inquiries or comments regarding the application.

RECOMMENDATION

The ZBA moved to recommend that the Village Council **Approve** a variation from the requirements of Chapter 1268.02(e) Front Yards to permit the construction of a new single-family residence. Where the required front yard setback is 78.16 feet, the applicant is proposing a front yard setback of 50.25 feet for the house. 12500 S 90th Avenue.

The ZBA found that the applicant demonstrated a clear hardship due to the decreasing slope of the property and the number of mature specimen trees, which would need to be removed.

The vote on the recommendation to approve was four (4) yes, zero (0) no, with three (3) absent on the request.

ORDINANCE NO. 2026-03

**AN ORDINANCE APPROVING A CERTAIN
FRONT YARD SETBACK VARIATION
(12500 S. 90th Avenue)**

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

SECTION 1:

A. That on February 11, 2026, the Zoning Board of Appeals of the Village of Palos Park heard a request for the variation set forth below, pursuant to proper notice.

B. That on February 11, 2026, the Zoning Board of Appeals of the Village of Palos Park recommended the variation hereinafter set forth to the Village Council.

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

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

LOT 1 IN GLOODT CONSOLIDATION OF PART OF LOT 2 AND 3 IN ZIMMERMAN'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS SOCUMENT #4209399, AND PART OF VACATED 90TH STREET, IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID GLOODT CONSOLIDATION HAVING BEEN RECORDED WITH COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 12, 2018 AS EXHIBIT "A" TO DOCUMENT #1825516007

PIN: 23-27-412-037

Common Address: 12500 S. 90th Avenue, Palos Park, Illinois
(the "Subject Property")

SECTION 3: That a 27.91-foot variation (35.71%) from the 78.16-foot minimum

front yard setback requirement of Section 1268.02(e) of the Palos Park Village Code is granted to the owner(s) of the above-described property, relative to the construction of a new single family residence on the above-described property. [Decreasing the required front yard setback to 50.25 feet.]

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

ADOPTED this 23rd day of February, 2026 pursuant to a roll call vote as follows:

AYES: -0-

NAYS: -0-

ABSENT: -0-

APPROVED by me this 23rd day of February, 2026.

Nicole Milovich-Walters, Mayor

ATTEST:

Lisa M. Boyle, Deputy Village Clerk



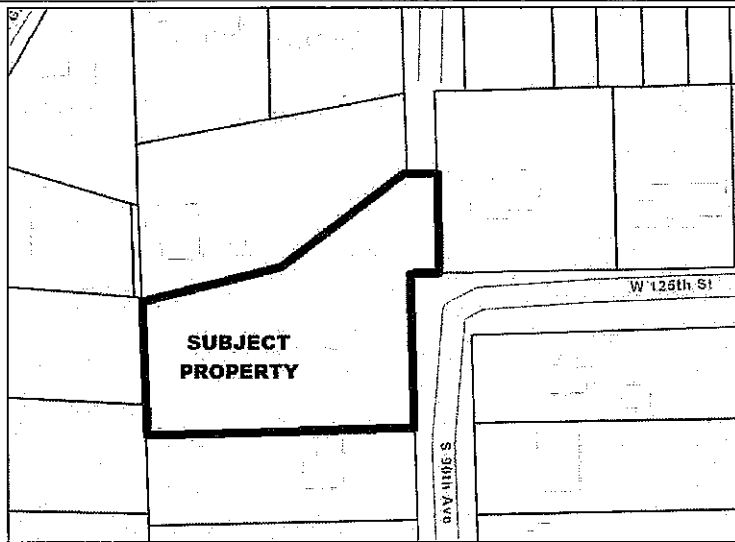
VILLAGE OF
PALOS PARK

TO: Village of Palos Park Zoning Board of Appeals
HEARING DATE: February 11, 2026 at 6:30pm
FROM: Mark Herman, MPA, AICP, Director of Community Development
SUBJECT: Staff Report (ZBA 2026-01: 12500 S. 90th Avenue)

PROJECT INFORMATION

ZBA CASE 2026-01: An application has been filed requesting a variation from the requirements of Chapter 1268.02(e) Front Yards to permit the construction of a new single-family residence. Where the required front yard setback is 78.16 feet, the applicant is proposing a front yard setback of 50.25 feet for the house.

The subject property is commonly known as 12500 S. 90th Avenue.



APPLICANT INFORMATION

PROPERTY OWNER:	Scott Gloodt 12500 S. 90 th Avenue Palos Park, IL 60464	APPLICANT:	Mark Smetana Smetana Builders, Inc. 12127 W. Donegal Ct. New Lenox, IL 60451
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PROPERTY INFORMATION

PROPERTY SIZE: 62,291 sf (1.43 ac)	EXISTING ZONING: R-1-A One Family Dwelling District	SURROUNDING ZONING AND LAND USES: North: R-1-A One Family Dwelling District, Single Family Residence South: R-1-A One Family Dwelling, Single Family Residence East: R-1-A One Family Dwelling District, Single Family Residence West: R-1-A One Family Dwelling District, Single Family Residence	COMPREHENSIVE PLAN LAND USE DESIGNATION: Low Density Single-Family Residential
ADDRESS: 12500 S. 90 th Avenue	EXISTING LAND USE: Single-Family Residence		
PIN: 23-27-412-037-0000			

PUBLIC COMMENT: Staff has received no inquires or comments regarding the application at this time.

BACKGROUND

The subject property is a residential lot (1.43 acres) with an existing single-family residence. The existing house is nonconforming as the majority of the house encroaches into the required front setback. The property owner wishes to demolish the existing home and build a new home in roughly the same location as the existing home. As shown below in Table 1 (and Figure 1) the proposed new home does not comply with the applicable front setback.

	Requirement	Existing	Proposed
Lot Size	43,560 sf (1 acre)	62,291 sf (1.43 acre)	62,291 sf (1.43 acre)
Lot Width	150 feet	265 feet	265 feet
Setbacks/Yards			
Front (average of block)	78.16 feet	47.36 feet	50.25 feet
Corner Side	N/A	N/A	N/A
Side (greater of 15% or 15')	39.75 feet	~165 feet (north / east) 50.03 feet (south)	~155 feet (north / east) 40 feet (south)
Rear	50 feet	~90 feet	77.09 feet
Total Side Yard	30 feet	~215.03 feet	~195 feet
Side Load Garage Setback	30 feet	N/A	N/A
Floor Area Ratio (varies based on lot size)	22%	~4.5%	~8.1%
Lot (Building) Coverage	20%	~4.5%	~6%
Dwelling Size	2,200 sf minimum	1,906 sf (Cook County GIS)	3,211 sf

Table 1: Summary of Proposal with Applicable Zoning Requirements as it pertains to proposed development. **The proposed variance is highlighted in yellow.** Items that comply with the Code are not highlighted.

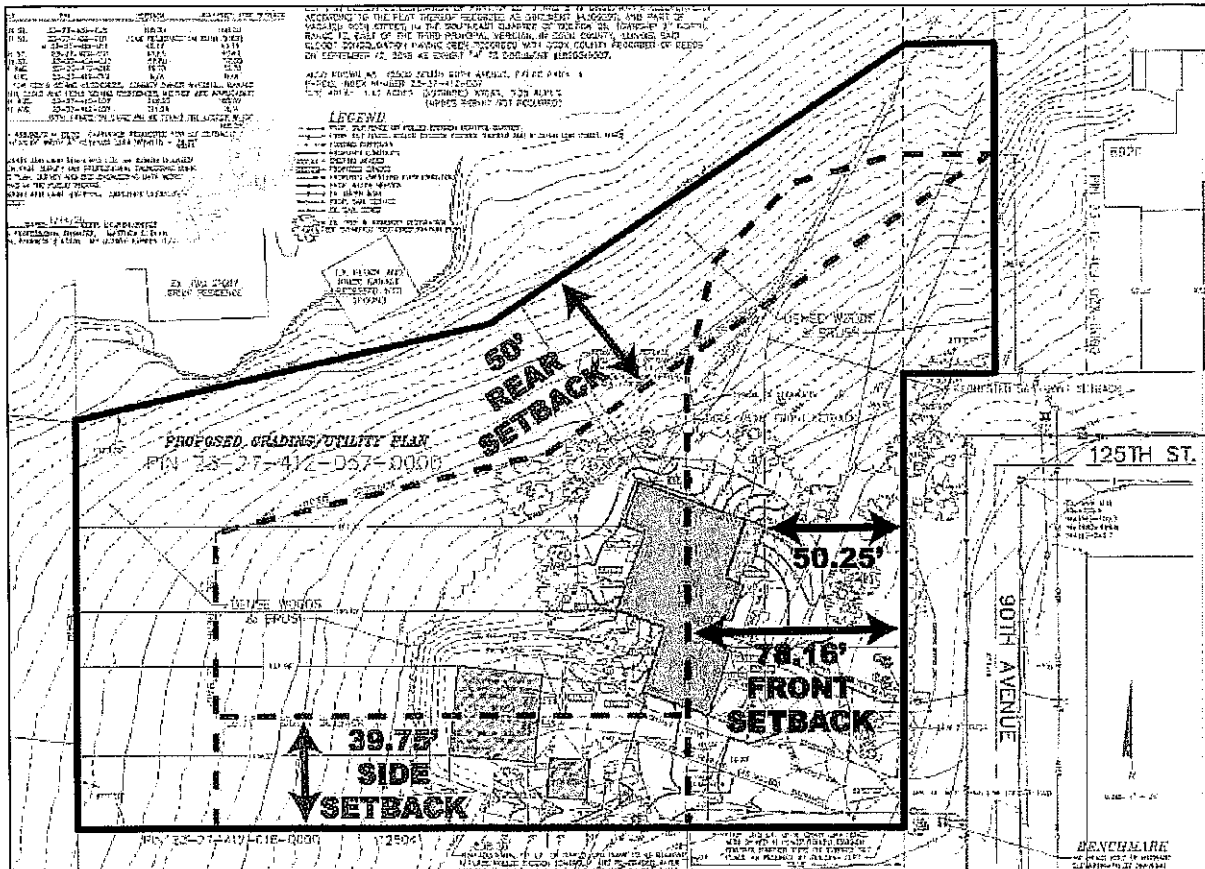


Figure 1: Proposed new residence with required setbacks (north is to the top).

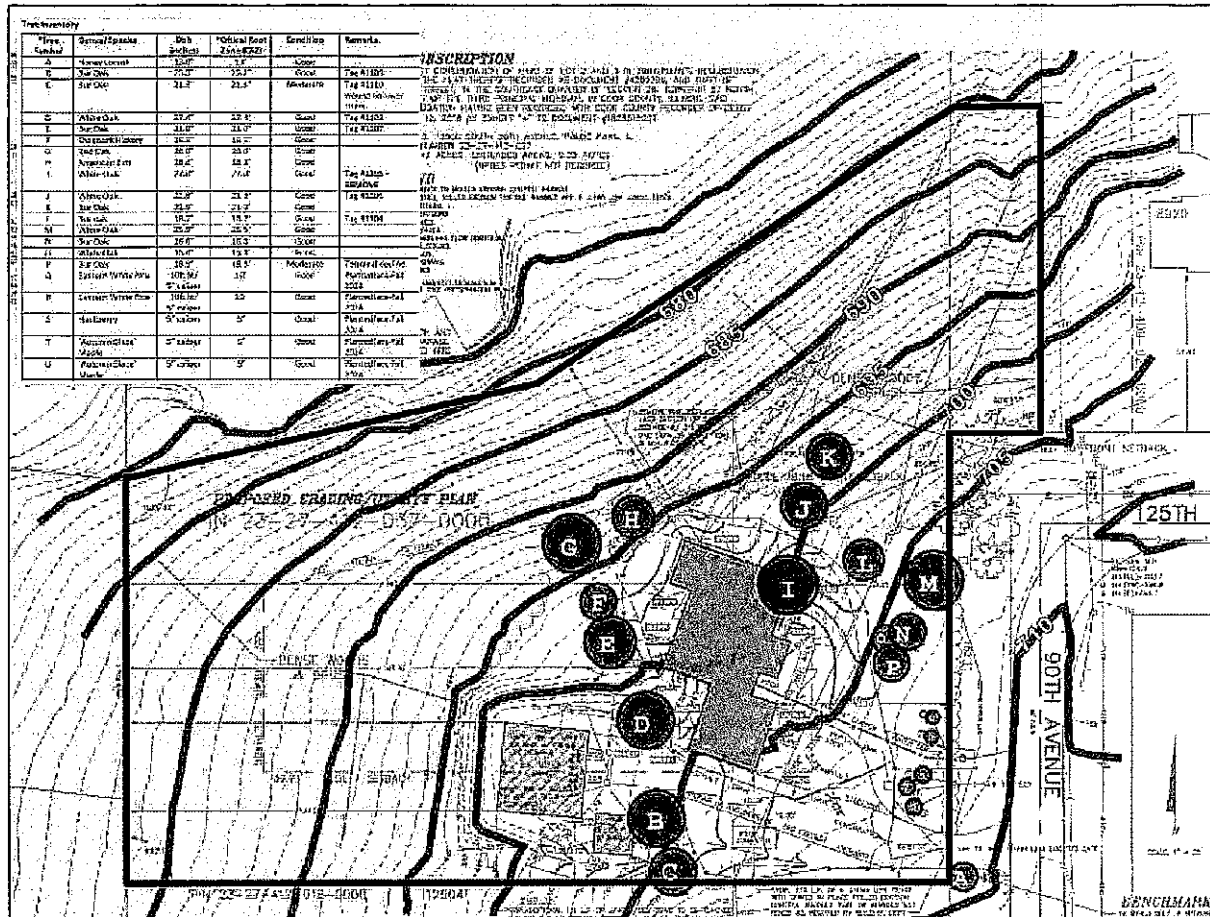


Figure 2: Natural features of subject property (topography and trees). Please see attached documents for more information.

STAFF ANALYSIS

Staff notes the significant natural features and terrain of the subject property (see Figure 2, above). The subject property contains a significant downward slope to the northwest (the portion of the property adjacent to 90th Avenue is between 700'; and 705'; and slopes down to 680' at the rear property line to the north). Additionally, there are numerous mature trees on the subject property. One tree (indicated as "I" on the tree plan, a 27" White Oak, is proposed to be removed. Moving the proposed home further away from 90th Avenue (to meet the applicable front setback) would impact the trees marked "D" through "H". All of those trees are in good condition and all but one are specimen trees. Please consult attached document from the applicant's arborist (Kramer Tree Specialists, Inc) for more detail. The Village Arborist has reviewed this document and has no concerns at this time.

Additionally, the required front setback is based on the average of the block. Due to the unusual shape of the property this average includes all the properties on the north side of 125th as well as the west side of 90th. The average is skewed by significant setbacks for the buildings located at the northwest corner of 90th Avenue and 126th Street; as well as the large setback for the house the northwest corner of 89th Avenue and 125th Street (which has its driveway access off Rosewood Avenue). Not counting those properties, the setbacks of other houses in the general area range from 40' to 80'; which are more comparable to the requested 50.25' front setback.

Please also see attached Exhibit 1: Report of Findings, for a more detailed staff analysis of the request; as well as attached GIS maps.

REQUIRED FINDINGS OF FACT FOR VARIATIONS

The Village Code requires that the Zoning Board of Appeals shall make a findings of fact regarding proposed variance(s) [Section 1264.07]. The entirety of these standards, with staff findings of fact and analysis, are attached to this staff report as *Exhibit 1: REPORT OF FINDINGS*.

PUBLIC NOTICE

The Public Hearing notice was published in *The Daily Southtown* on January 21, 2026, in accordance with the Village Zoning Ordinance. At that time a sign was posted on the subject property, and the Village notified neighboring property owners within 350' of the subject property 15-30 days prior to the date of the hearing.

STAFF RECOMMENDATION AND SUMMARY

As noted in this report and in the attached "Report of Findings" (Findings of Fact), a variance should only be approved if it meets the applicable standards set in the Code. The staff has reviewed the application and recommends ***approval*** of the requested variance.

RECOMMENDED MOTION

Concurring with the findings of fact as contained in Exhibit 1: Report of Findings, I move to recommend that the Village Council approve a variation

*Please note that if the Zoning Board of Appeals desires to make a recommendation to deny the request, the motion should include **specific Findings of Fact** by the Zoning Board of Appeals as to the deficiencies of the requested variance(s) as to the standards set in **Section 1264.07** of the Village Code.*

EXHIBITS:

1. Report of Findings (with staff findings)
2. Aerial Map
3. Zoning Map
4. Topographic Map
5. Setbacks Map
6. Staff Photographs of Subject Property
7. Applicant Submittal

**VILLAGE OF PALOS PARK – ZONING BOARD OF APPEALS REPORT OF FINDINGS FOR
VARIANCE REQUESTS PURSUANT TO 1264.07 OF THE VILLAGE CODE
Regarding: ZBA Case 2026-01: 12500 S. 90th Avenue**

Text from the Village Code is provided in "Cambria" 12-point font and staff findings are provided in "Courier New" 11-point font.

1264.07 REPORT OF FINDINGS.

The Zoning Board of Appeals shall report its findings and recommendations in writing to Council within thirty days from the conclusion of the public hearing. In considering all proposed variances to this Zoning Code, the Board shall, before recommending that Council grant a variance, first determine and make a finding of fact that the proposed variance will not merely serve as a convenience to the applicant, but is necessary to alleviate practical difficulties or a demonstrable hardship in the way of carrying out the strict letter of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land, and that:

(a) Site Conditions. There are one or more unusual physical conditions of the site, such as size, shape, or slope, that were not created by a person having an interest in the property, that are unavoidable or uncorrectable, or that are worthy of preservation, such as a creek, wetland, or specimen trees, and that make it a substantial burden to use the property or develop the property, or otherwise result in a substantial loss of value or cause the site to be unable to yield a reasonable return, without a variance.

Finding: The subject property is oddly shaped; the bulk of the property is on the west side of 90th Avenue; but a portion (vacated ROW consolidated into the subject property in 2018) is on the north side of 125th Street. Determination of the applicable front setback, which is based on the average frontage of the block, therefore includes both properties on the west side of 90th Avenue and the properties on the north side of 125th Street. The average is skewed by significant setbacks for the buildings located at the northwest corner of 90th Avenue and 126th Street; as well as the large setback for the house the northwest corner of 89th Avenue and 125th Street (which has its driveway access off Rosewood Avenue). Not counting those properties, the setbacks of other houses in the general area range from 40' to 80'; which are more comparable to the requested 50.25' front setback. The subject property also has significant slope downward to the northwest. Additionally, the property contains numerous existing mature trees. Finally, the property contains an existing home which has a setback of only 47.36 feet from the front property line (closer than the proposed 50.25 feet).

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

Finding: As previously noted; there is significant natural features on the property that impact the development design. The significant slope and numerous mature trees create complications with developing the lot in conformance with the Code. In other words, locating the proposed home further from the street, to comply with the applicable front setback, would be difficult due to the topography and result in the removal of numerous trees. In addition, to meet the topography, if the applicant were to attempt to meet the front setback, the home would be notably lower than the street level, which does not match the other homes in the area.

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

Finding: The applicant states that the variance would not alter the essential character, scale, intensity and open space patterns in the area. The proposed new home is to be located in roughly the same location as the existing home which would maintain the existing character of the area; while also minimizing impacts the natural characteristics of the area.

In addition, the Board shall look to, and make findings of fact in regard to, those factors set forth in *Section 1260.05(b)(1) through (6) [see below]* in regard to the requested variation. Such findings of fact shall be incorporated in the written report to Council.

The Zoning Board of Appeals may recommend certain limited conditions on the development subject to the variance that are necessary or appropriate to reduce the impact or injurious effect of said variance and to better carry out the general intent of the Village regulations.

1260.05(b) (1-6):

(1) Existing uses of property within the general area of the property in question;

Finding: The existing uses in the surrounding area are all residential uses. The proposed new single-family residence does not alter the existing single-family residential use of the subject property.

(2) The zoning classification of property within the general area of the property in question;

Finding: The subject property and the surrounding area are zoned R-1-A One-Family Dwelling District. Other than the requested setback variance, the proposed new single-family residence is in conformance with the requirements of the R-1-A zoning district.

(3) The suitability of the property in question to the uses permitted under the existing and proposed classifications;

Finding: The proposed use of the property is permitted in the R-1-A zone.

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

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

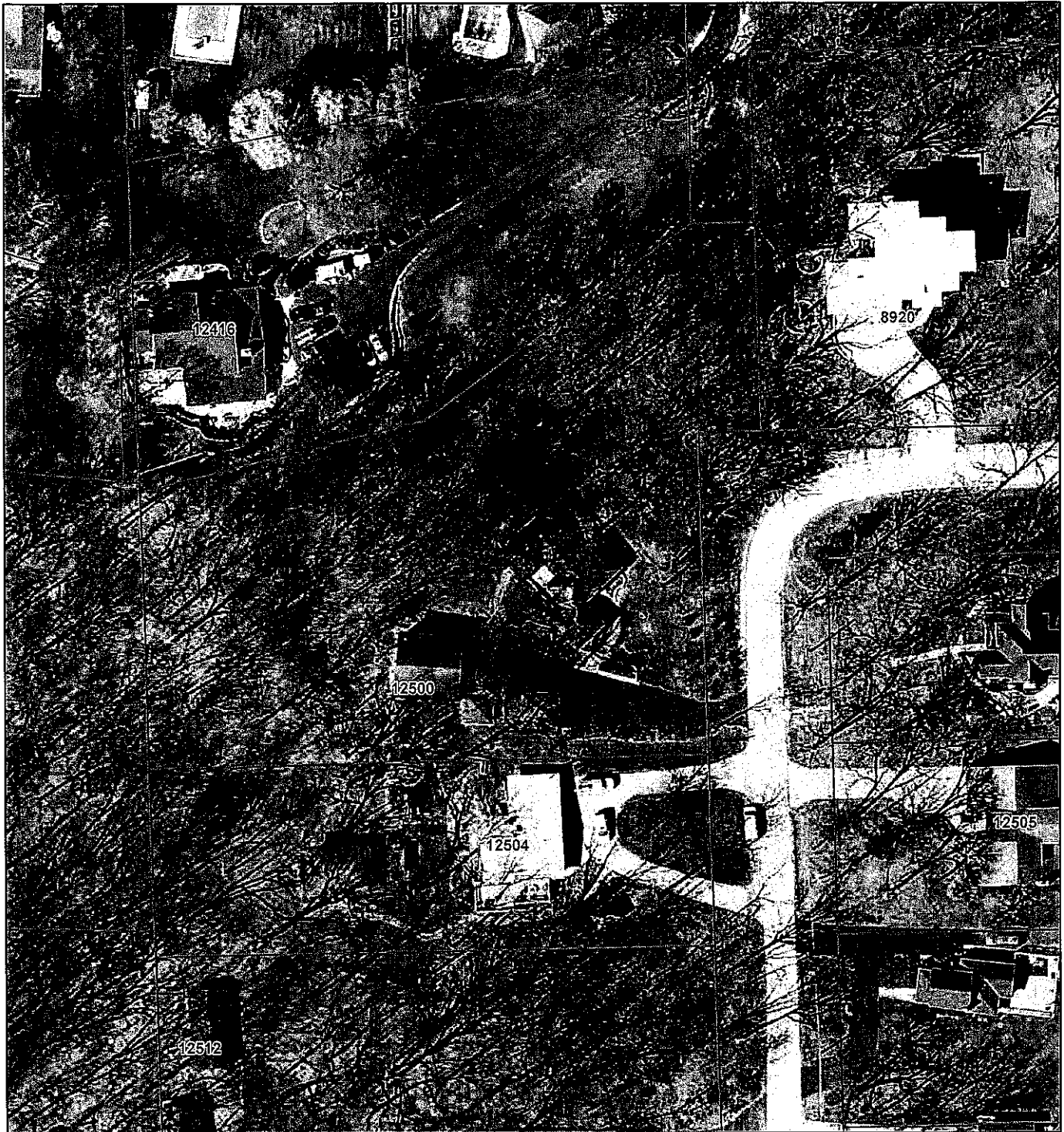
(5) Proposed uses of property within the general area of the property in question as represented on the Village Comprehensive Plan;

Finding: The proposed new single-family residence is consistent with the Comprehensive Plan Land Use designation of Low Density Single Family Residential.

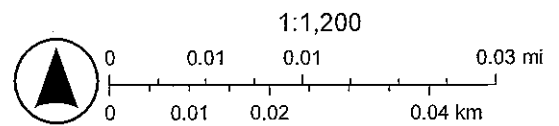
(6) The frontage and square footage of the land involved and whether or not it adjoins a parcel of land which bears the same zoning district classification as the proposed amendment.

Finding: The property is a 1.43 acre unusually shaped lot with 162.11 feet of frontage along 90th Avenue and 33 feet of frontage along 125th Street. The subject property is surrounded by other properties also zoned R-1-A.

Exhibit 2: Aerial

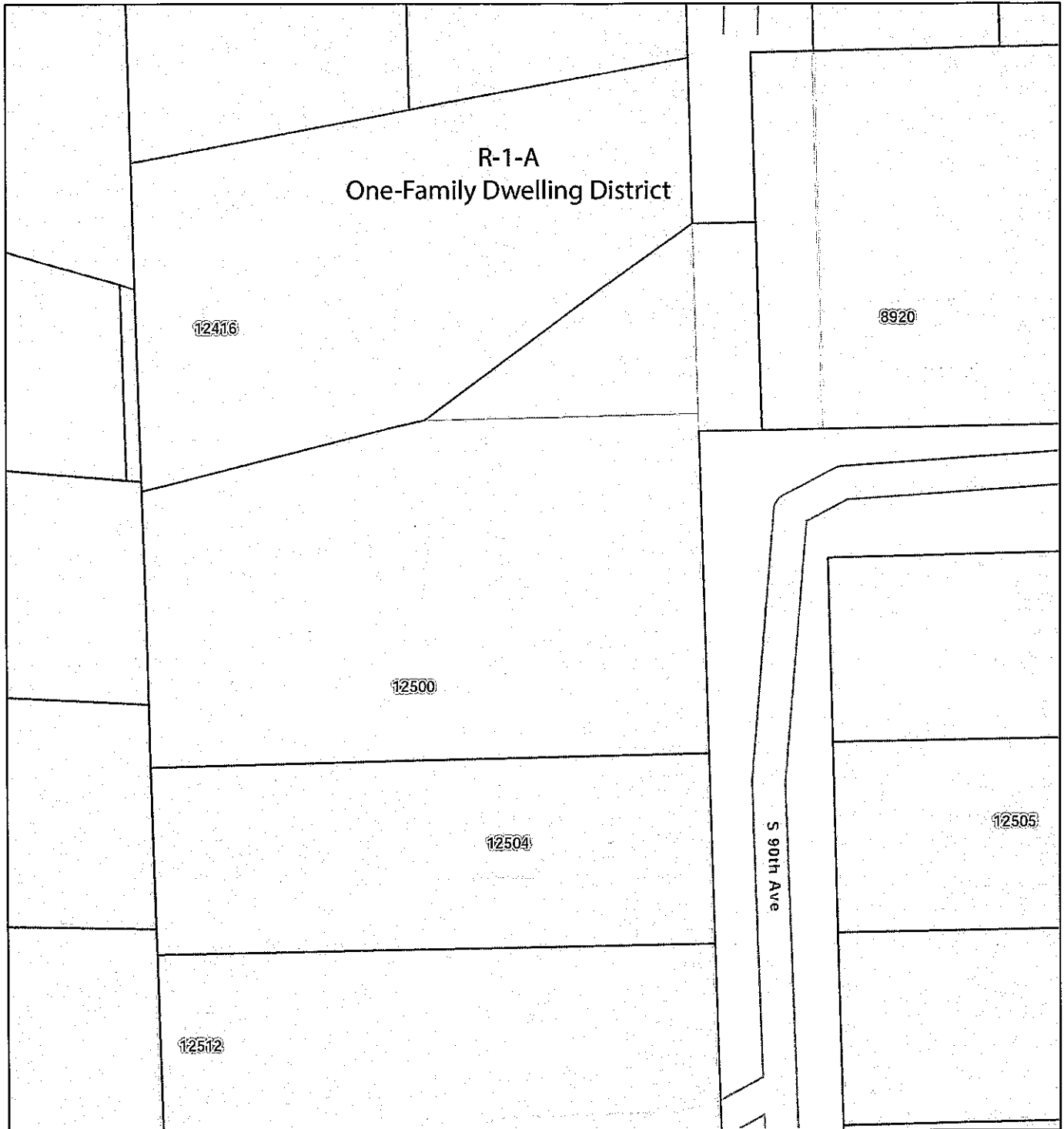


1/15/2026

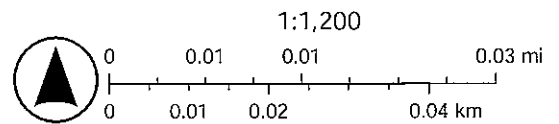


Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit 3: Zoning

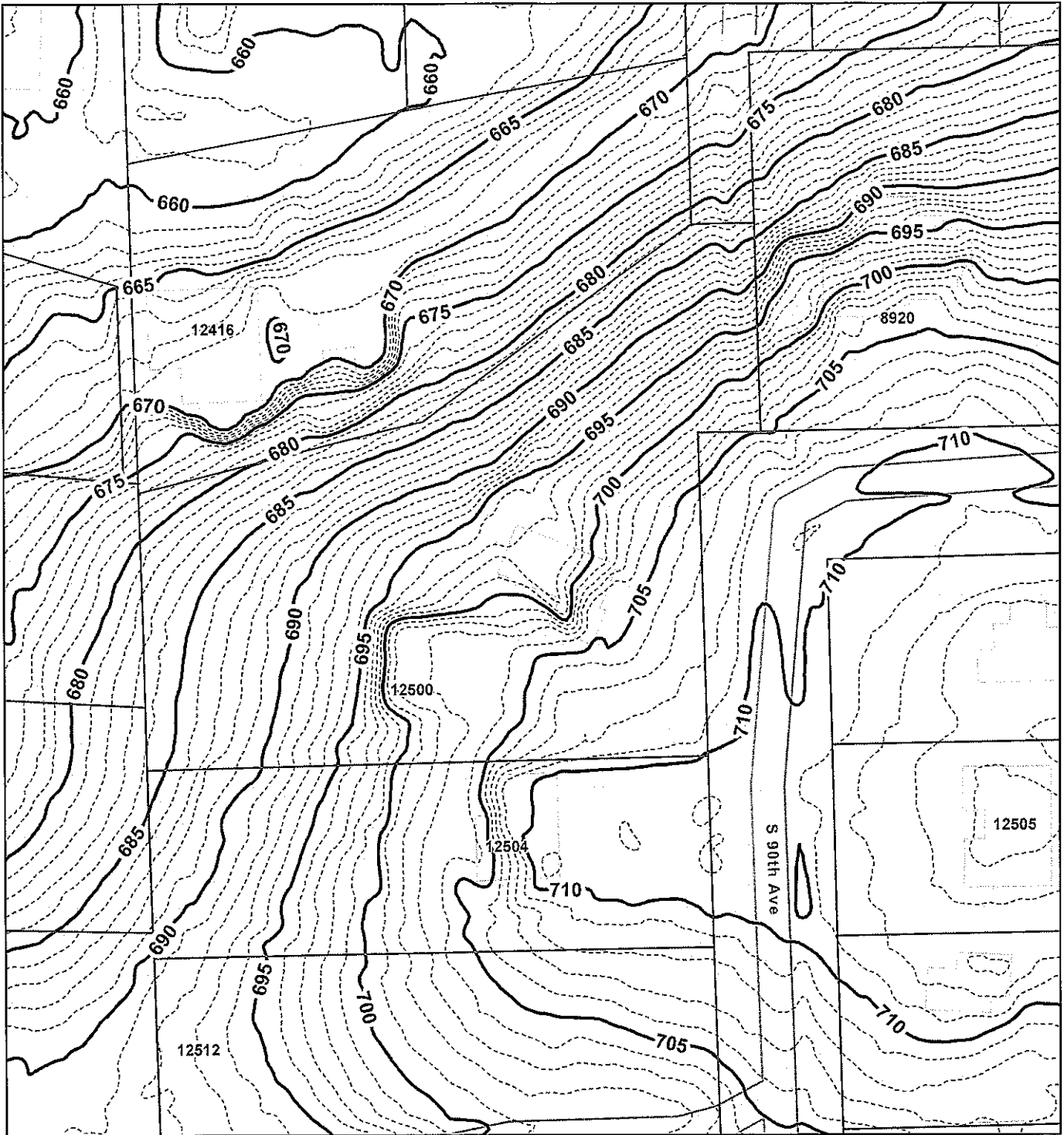


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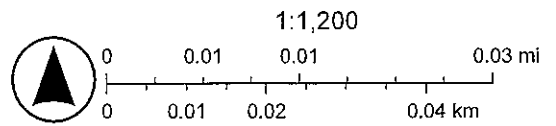


Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit 4: Topographic

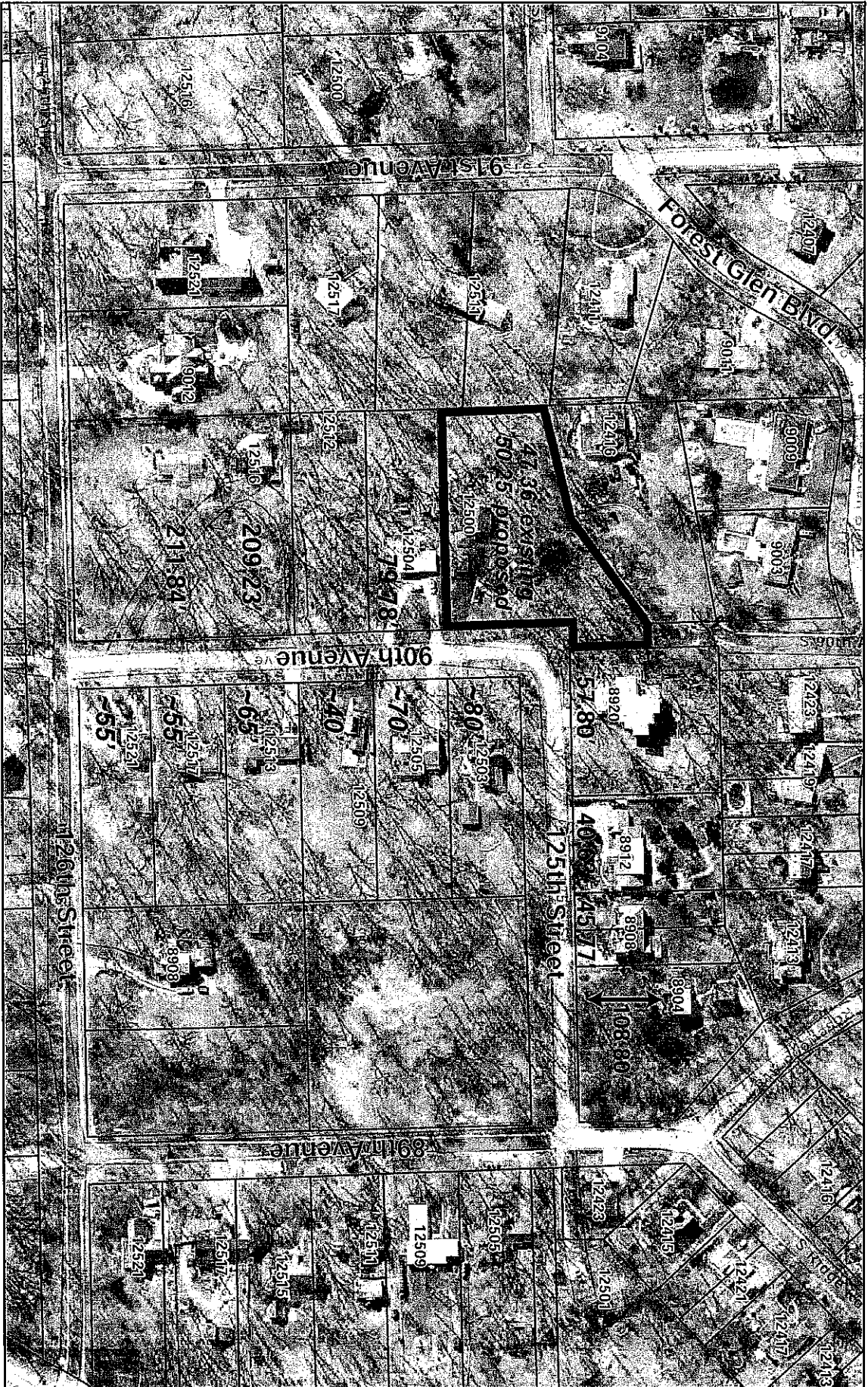


1/15/2026



Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

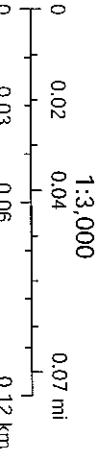
Exhibit 5: Setbacks



1/23/2026

Subject Property
(12500 S. 90th Avenue)

Setbacks on north side of 125th Street and west side of 90th Avenue based on survey provided by applicant.
Setbacks on east side of 90th Avenue based on GIS estimates.



Sources: Esri, TomTom, Garmin, Satgraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



125th Street, facing west



125th Street, facing west



Corner of 125th and 90th, facing west



Corner of 125th and 90th, facing west / southwest



90th Avenue; facing west



90th Avenue; facing west / northwest

Community Development Department

8999 West 123rd Street

Palos Park, IL 60464 File #:

Phone: 708-671-3700 Fee:

Fax: 708-448-9542

E-mail: permits@palospark.org Web:

www.palospark.org

Exhibit 7: Applicant Submittal
Applic. Date: _____



VILLAGE OF
PALOS PARK

Application for Zoning Board of Appeals

1. Applicant MARK SMETANA, SMETANA BUILDERS, INC. Daytime Phone 815-693-7509

Mailing Address 12127 W. DONEGAL CT., NEW LENOX, IL. 60451

2. Owner(s) of Record MR. SCOTT GLOODT Daytime Phone 708-431-2777

3. Mailing Address 12500 S. 90TH AVE, PALOS PARK, IL. 60464

4. Applicant is Owner Attorney Other Agent (please specify) ARCHITECT / BUILDER

(Note: A letter of authorization from the owner(s) of record must be attached)

4. Address/Location of Subject Property 12500 S. 90TH AVE, PALOS PARK

5. Permanent Index Number(s) of Subject Property 23-27-412-037-0000

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

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

8. Current Use SINGLE FAMILY RESIDENCE Proposed Use (if applicable) SINGLE FAMILY RESIDENCE

9. Lot Square Footage 62,291 S.F. Building Square Footage 3,211 S.F.

10. Explanation of Relief requested REQUESTING A VARIANCE FROM THE STREET AVERAGE FRONT YARD SETBACK OF 78.16' TO A 50' FRONT YARD SETBACK. WHICH IS WHERE THE EXISTING HOME IS CURRENTLY.

11. Ordinance Section seeking Relief from: R1268.02 (e) FRONT YARDS

APPLICATION MUST BE FILED WITH ORIGINAL SIGNATURES

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

Mark Smetana
Applicant Signature

1-12-26
Date

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

PLEASE EMAIL COMPLETE APPLICATION TO: permits@palospark.org

VARIANCE HARDSHIP CRITERIA

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

A. Site Conditions

1. What are the unusual physical conditions of the site; such as size, shape, slope, or other natural or manmade features; that make it a substantial burden to use the property or develop the property?
THE DECREASING SLOPE OF THE PROPERTY AND THE NUMBER OF MATURE SPECIMEN TREES, WHICH WOULD NEED TO BE REMOVED, CREATES A SUBSTANTIAL BURDEN TO CONSTRUCT THE NEW RESIDENCE AT THE "STREET AVERAGE" FRONT YARD SETBACK.
 - a. Were these conditions created by current owners of the property? NO. THEY ARE NATURAL CONDITIONS
 - b. Are these conditions unavoidable or uncorrectable? YES. NATURAL SLOPING TOPOGRAPHY AND TREES
 - c. Are these conditions worthy of preservation? YES. THE SPECIMEN TREES SHOULD BE PRESERVED
 - d. Is the loss of value or reasonable return due to these conditions substantial? YES

B. Development Design

1. Would the variation serve only the temporary social or personal convenience of the occupant?
NO. AN ALTERNATE PLAN TO PLACE THE HOME AT THE REQUIRED STREET AVERAGE SETBACK WOULD NOT BE TYPICAL OF THE ADJOINING PROPERTIES AS THE STRUCTURE WOULD BE SUBSTANTIALLY BELOW THE STREET LEVEL AND WOULD REQUIRE THE REMOVAL OF SEVERAL SPECIMEN TREES.
2. Is there another way to design the development that would be suitable for the permitted uses and that does not require a variance?
NO. TO ADHERE TO THE AVERAGE STREET FRONT YARD SETBACK THE NUMBER OF TREES TO BE REMOVED WOULD SEVERLY ALTER THE PROPERTY AND THE DECREASING SLOPE OF THE TOPOGRAPHY WOULD CREATE AN UNNATURAL PLACEMENT OF THE HOME, WELL BELOW THE STREET LEVEL.
 - A. Is this other design similar to other development in the neighborhood? _____

C. Community Impact

1. Would the proposed development with the variance alter the essential character, scale, intensity, and open space patterns in the area?
NO. THE VARIANCE WOULD ALLOW THE NEW RESIDENCE TO BE PLACED IN THE SAME LOCATION AS THE EXISTING RESIDENCE (TO BE REMOVED) WHICH WOULD RETAIN THE SCALE AND CHARACTER OF THE STREET. THE PROPOSED NEW RESIDENCE, AT THE FRONT ELEVATION, IS A SINGLE STORY ARTS AND CRAFTS STYLE HOME.
 - a. Would the proposed development with the variance still be in harmony with the purposes of zoning as described in Section 1260.02 of the Zoning Code?
YES. THE REQUESTED LOCATION OF THE NEW HOME IS THE SAME LOCATION OF THE EXISTING HOME AND IS CONSISTENT WITH THE CHARACTER OF THE STREET. THE SCALE AND EXTERIOR ELEVATIONS ARE IN KEEPING WITH THE ARTS AND CRAFTS / COTTAGE HOMES THAT WERE ORIGINAL TO PALOS PARK.
2. Would the proposed development with the variance be substantially injurious to other property?
NO. THE NEW PROPOSED RESIDENCE WILL BE LOCATED WITHIN THE FOOTPRINT OF THE EXISTING RESIDENCE TO BE REMOVED ALLOWING FOR THE TREE PRESERVATION.
 - a. Would it be detrimental to public interests? NO.
 - b. Would it be detrimental to Village Plans? NO.

Community Development Department
8999 West 123rd Street
Palos Park, IL 60464
Phone: 708-671-3730
Fax: 708-448-9542
Web: www.palospark.org

Exhibit 7: Applicant Submittal



Cost Recovery Form

SUBJECT PROPERTY: 12500 s. 90th Ave., Palos Park

In addition to the application fee, costs incurred for third party services and/or costs pertaining to appearances before Village Boards will be billed to the applicant/petitioner and invoiced by the Village as outlined in the attached Ordinance from the Village Code Chapter 208.01-208.04—Cost Recovery.

Failure of the applicant/petitioner to pay as specified shall entitle the Village to: withhold indefinitely issuance of the permit, issuance of the next subsequent permit for the project, or place a lien on that property.

APPLICATIONS/PETITIONS

- | | |
|--|--|
| <input type="checkbox"/> Commercial Landscaping | <input type="checkbox"/> Building Permits |
| <input type="checkbox"/> Annexations/Subdivisions/Consolidations/Vacations | <input type="checkbox"/> Liquor Licenses or Liquor Control Hearings |
| <input type="checkbox"/> Zoning Amendments | <input type="checkbox"/> Other Licenses or Permits required by law and issued by the Village |
| <input checked="" type="checkbox"/> Variations or Special Uses/Appeals | <input type="checkbox"/> Planned Unit Developments |

RECOVERABLE COSTS

- Notice signs
- Legally required public notice expenses
- Court reporter and transcript fees
- Legal documents recordation expenses
- Professional consulting fees: Engineering, Village Legal Attorney, Architect and Plan Review fees
- Filing fee
- Document preparation and/or reproduction expenses
- Administrative Processing fee: The Village shall add an administrative processing fee, in the amount of (10%) of the costs defined above, which shall be considered to be part of said costs

I hereby acknowledge that I have read and understand the above and consent to pay any and all applicable costs.

*This form should be completed with your application.

Mark Smetana

Applicant's name (print)

12127 Donegal Ct.

Address

815-693-7509

Phone

Applicant's signature

New Lenox, IL. 60451

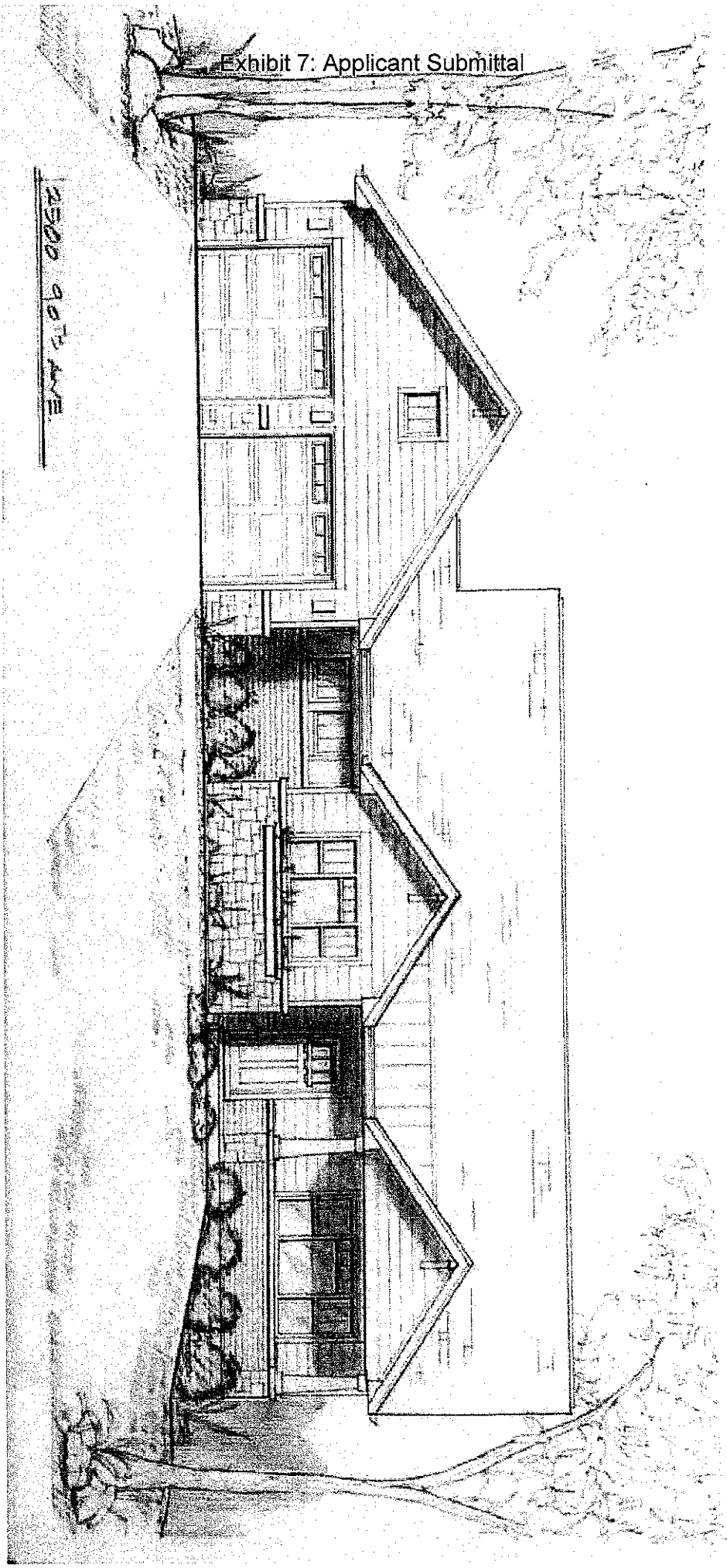
City/State/Zip code

Date

1-7-26

Exhibit 7: Applicant Submittal

2500 95th AVE





Kramer Tree Specialists, Inc.

300 Charles Ct.
West Chicago, IL 60185

January 12, 2026

Scott Gloodt
12500 S. 90th Avenue
Palos Park, IL 60464

RE: Tree Preservation Plan

Dear Mr. Gloodt,

The following recommendations below have been provided for your new home construction project. This report provides the following:

1

- A. An inventory of trees within the anticipated Construction Activity Zone (CAZ).
- B. A visual assessment, from the ground, of the trees for health and condition.
- C. Corresponding site map with tree locations indicated.
- D. Management recommendations regarding trees warranting protection.

The recommendations in this report are based on the information provided during my site visit on January 5, 2026; provided information on anticipated equipment size, provided site plan of proposed structure to be built, and specified requirements dictated by the City of Palos Park.



Kramer Tree Specialists, Inc.

300 Charles Ct.
West Chicago, IL 60185

Tree Inventory

*Tree Symbol	Genus/Species	Dbh (inches)	*Critical Root Zone (CRZ)	Condition	Remarks
A	Honey Locust	13.0"	13'	Good	
B	Bur Oak	25.3"	25.3"	Good	Tag #1109
C	Bur Oak	21.3"	21.3"	Moderate	Tag #1110 – wound on lower trunk
D	White Oak	27.4"	27.4'	Good	Tag #1108
E	Bur Oak	21.0"	21.0'	Good	Tag #1107
F	Shagbark Hickory	16.5"	16.5'	Good	
G	Red Oak	24.0"	24.0'	Good	
H	American Elm	18.4"	18.4'	Good	
I	White Oak	27.0"	27.0'	Good	Tag #1105 - REMOVE
J	White Oak	21.8"	21.8'	Good	Tag #1106
K	Bur Oak	21.9"	21.9'	Good	
L	Bur oak	18.7"	18.7'	Good	Tag #1104
M	White Oak	25.5"	25.5'	Good	
N	Bur Oak	16.8"	16.8'	Good	
O	White Oak	15.4"	15.4'	Good	
P	Bur Oak	18.3"	18.3'	Moderate	Terminal decline
Q	Eastern White Pine	10ft ht/ 5" caliper	10'	Good	Planted late-Fall 2024
R	Eastern White Pine	10ft ht/ 5" caliper	10'	Good	Planted late-Fall 2024
S	Hackberry	5" caliper	5'	Good	Planted late-Fall 2024
T	'Autumn Blaze' Maple	5" caliper	5'	Good	Planted late-Fall 2024
U	'Autumn Blaze' Maple	5" caliper	5'	Good	Planted late-Fall 2024

* Tree Symbol – corresponds to map, pages 3 & 4.

* Industry's accepted "rule of thumb" (International Society of Arboriculture), concerning the critical root zone (CRZ) of a tree, is the area defined by a circle on the ground beneath a tree having its center point at the center of the trunk of the tree and having a radius equal to one foot (1') for every inch of trunk diameter measure 4.5 feet above ground.

* Limitations of assessment: assessment conducted during dormant season.

* Unless otherwise noted, trees had no apparent observable external defects, main trunks clean of wounds and canopies with wounds from past pruning events appear to be adding annual wound wood.



Kramer Tree Specialists, Inc.

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West Chicago, IL 60185

Tree Protection Zone (TPZ)

Both plans submitted by the engineer (existing structure & proposed structure), see page 3 & 4, indicates where the protective fencing will be located. Per the City of Palos Park, the fence shall be six feet high (6' ht.), made of chain link with posts driven into the ground at least three feet (3') deep, and placed eight to ten feet (8' – 10') apart, or an alternative approved by the Building Department. This fence shall be installed before construction and shall remain until construction is complete. Warning signs should be affixed to the fence that reads something to the affect of 'HELP PROTECT THESE TREES – STAY OUT OF FENCED AREA.' Signs should be made of rigid plastic or metal sheet legibly printed with non-fading lettering.

This fencing creates a boundary to protect all trees located to the outside of the fenced area from making physical contact with equipment and construction activity. This will protect trees from such things as breaking of branches and scraping bark. No construction activity is permitted of any kind, beyond the fence, and at no time shall equipment be stored either. Do not remove protection zone fencing, even temporarily, to allow equipment access through the protection zone. This fence should be evaluated every week to ensure that is not damaged, altered or removed.

Construction Activity Zone (CAZ) & Tree Protection

Based on the engineer's plans, most all trees stand outside the fence; however, the critical root zone (CRZ) of some trees are located within the construction activity zone (CAZ) which can be defined as the area between the fence and the proposed structure. A couple trees stand near an existing garage that is set to be removed. Below lists the trees warranting additional measures of protection. Please reference to the above chart and site maps, pages 2 – 4.

- **Tree A** – Install protection to avoid damage to the tree trunk or buttress roots. Recommend installing 2-inch thick wood planks, at four or six feet (4-6') height, around the trunk, preferably on a foam pad. Straps or wire should be used to bind the planks in place. No fasteners should be driven in the tree. Orange snow fence should then be wrapped around the tree trunk for visibility. Periodic inspection of trunk protection should be performed through the duration of the project to ensure fencing is intact, not damaged or missing.
- **Tree B** – Install protection to avoid damage to the tree trunk or buttress roots. Recommend installing 2-inch thick wood planks, at four or six feet (4-6') height, around the trunk, preferably on a foam pad. Straps or wire should be used to bind the planks in place. No fasteners should be driven in the tree. Orange snow fence should then be wrapped around the tree trunk for visibility. Periodic inspection of trunk protection should be performed through the duration of the project to ensure fencing is intact, not damaged or missing.



Kramer Tree Specialists, Inc.

300 Charles Ct.
West Chicago, IL 60185

- **Tree C** – Install protection to avoid damage to the tree trunk or buttress roots. Recommend installing 2-inch thick wood planks, at four or six feet (4-6') height, around the trunk, preferably on a foam pad. Straps or wire should be used to bind the planks in place. No fasteners should be driven in the tree. Orange snow fence should then be wrapped around the tree trunk for visibility. Periodic inspection of trunk protection should be performed through the duration of the project to ensure fencing is intact, not damaged or missing.
- **Tree D** – Install protection to avoid damage to the tree trunk or buttress roots. Recommend installing 2-inch thick wood planks, at four or six feet (4-6') height, around the trunk, preferably on a foam pad. Straps or wire should be used to bind the planks in place. No fasteners should be driven in the tree. Orange snow fence should then be wrapped around the tree trunk for visibility. Periodic inspection of trunk protection should be performed through the duration of the project to ensure fencing is intact, not damaged or missing.
- **Tree A thru Tree U (except Tree I)** – recommend five to six inches (5" – 6") of mulch be installed over their CRZ within the CAZ in order to disperse the weight and reduce soil compaction due to construction activity (foot traffic, material staging, skid steer usage, etc.) This can be accomplished by mulching in the entire fenced-in CAZ OR install mulch in an agreed upon defined path that specifies where equipment and construction activity is permitted and communicate that no equipment or construction activity may take place off this defined pathway.

TREE REMOVAL

Based on the proposed plan of construction, one (1) Oak tree needs to be removed; Tree "I" (see map, page 4). This Oak tree's root system significantly conflicts with the new structure and will be greatly damaged and/or disturbed during construction. This tree should be removed prior to construction.

Per the City of Palos Park's tree ordinance, trees removed must be replaced. The replacement trees shall have a cumulative diameter at breast height for deciduous trees and the cumulative height of conifer trees the same as, or greater than, that of the removed trees.

Tree "I" measures a diameter of twenty-seven inches (27" dia.) In anticipation of this construction project and the likely need to remove this oak tree, late-fall 2024 five (5) trees were planted, Tree Q thru Tree U. These trees were installed favoring the east property to act as a buffer to the adjacent street. All five (5) trees measure a caliper of approximately five inches (5") totalling to a cumulative diameter of twenty-five inches (25").



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West Chicago, IL 60185

****MISCELLANEOUS NOTES****

Installation of utilities

Areas where utilities may be placed underground and conflict with the CRZ of trees, air excavation is recommended, prior to trenching. Air excavation performed along the path where the utilities will be installed allows for visual observation of roots. Air excavation provides the opportunity to manage conflicting roots properly; allows clean cuts to be performed on roots deemed safe to remove rather than tearing and fraying them with machinery and it allows the ability to place utilities under significant structural roots recommended to be retained.

Storage

If possible, storage of equipment and materials should, as best as possible, utilize areas to avoid interfering with critical root zones of the trees. The most reasonable area on the property is the existing driveway that is going to be retained, and/or to the south side of the driveway north of the Honey locust (Tree A) avoiding its CRZ. If the CRZ of the locust cannot be avoided, a thick layer of mulch should be installed to disperse the weight of equipment and materials. NOTE: Engineer provided maps indicate where staging of dumpster is to be located.

7

Any rinse water from solvents, paints, etc. should be appropriately disposed of and not dumped in the yard.

Post-Construction

Once construction project is complete, fencing may be removed. In areas where turf will be established, applied mulch to CRZ may be removed. In areas where turf will not be established, applied mulch to CRZ should be reduced to no deeper than three inches (3"). Establishing and maintaining a mulched ring around all trees on the property is recommended.

Monitoring of soil moisture should be performed and supplemental water should be given to trees within the construction activity zone when hot and/or droughty periods persist, during construction and for minimum three years (3 yr.) following construction. Trees prefer one inch of water per week (1"/wk.) Proper watering techniques for trees should be followed.

Recommend root feeding be performed post-construction. Recommend fertilization to be applied as a liquid, injected into the soil subsurface. A slow-release fertilizer with added endo & ecto mycorrhizae is best in order to re-innoculate and encourage soil structure lost due to construction activity (compaction, soil disturbance, etc.) Recommend annual treatments to control insect borers be applied. These treatments should be administered for three to five years (3 – 5 yrs.) post-construction.



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West Chicago, IL 60185

Recommend an ISA Certified Arborist evaluate all trees to determine if any changes in tree health has occurred during and following the construction process, assess for tree damage, and inspect for insect and disease pest presence. Remedial treatments should be implemented based on arborist evaluation. Continued monitoring of trees for up to, but not limited to, five years post-construction is recommended.

If there are any project specifications that change which may affect the above recommendation, please contact me so appropriate adjustments can be made. Feel free to contact me with any questions that may arise.



Kramer Tree Specialists, Inc.

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West Chicago, IL 60185

Certification of Performance

- All evaluations are limited to visual examination of accessible parts, without dissection, excavation, probing, boring or other invasive procedures, unless otherwise noted in the report;
- Care has been taken to obtain all information from reliable resources. All data has been verified insofar as possible; however, the consultant/appraiser can neither guarantee nor be responsible for the accuracy of information provided by others;
- The analysis, opinions, and conclusions stated herein are my own, and are based on current scientific procedures and facts;
- My compensation is not contingent upon the reporting of predetermined conclusion that favors the cause of the client or any other party;
- Arborist (consultant) shall not be required to provide further documentation, give testimony, be deposed, or to attend court by reason of this appraisal/report unless subsequent contractual arrangements are made, including payment of additional fees for such services as described by the arborist (consultant).
- Any photographs, sketches or other graphic material included in any report, being intended solely as visual aids, are not necessarily to scale, unless otherwise noted in the reports.
- Arborist (consultant) assumes no responsibility to report on the condition of any tree or landscape feature not specifically requested by the named client.
- All reports and other correspondence are confidential. Possession of this report or a copy thereof does not imply any right of publication or use for any purpose, without the express permission of the arborist (consultant) and/or Kramer Tree Specialist, Inc. Loss, removal, or alteration of any part of a report invalidates the entire appraisal/evaluation.
- This report shall not be considered a Tree Risk Assessment.

9

I certify that the statements of fact in this letter are true complete and correct to the best of my knowledge. All information hereby stated or implied is made in good faith.

Anne M. Dalrymple
ISA Board Certified Master Arborist, IL-4275BT
ISA Tree Risk Assessment Qualified
Kramer Tree Specialists, Inc.
O: 630.293.5444

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: February 18, 2026
Subject: Building Department Report for Council Meeting, February 23, 2026

Residents who have an open Building Permit, please remember to call in all final inspections that may be required for your project. The purpose of these inspections is to ensure the following:

- Project meets building codes, local ordinances, zoning regulations
- Monitor construction sites periodically to ensure overall compliance
- Inspect plumbing, electrical, and other systems to ensure that they meet code
- Issue violation notices and stop-work orders until site is compliant

PERMITS:

The Building Department processed *three (3) permits* from February 4, 2026-February 18, 2026 resulting in **\$3,717.00** for a total of **\$80,446.50** in permit fees for the *Fiscal Year Ending 2026*.

BUILDING PERMIT INSPECTIONS

Seventeen (17) inspections were completed during this time.

Please see attached for more details.

County Monthly Permit Report

02/18/2026

1/1

Date Issued	Permit #	Applicant	Address / Parcel	Const. Value	Fee
02/13/2026	RR26-0003	MARTH CONSTRUCTION CO., INC.	9109 125TH ST W	\$50,000.00	\$1240.00
	Permit Type:	REMODELING	23-27-411-006-0000		
	Work Description:	REMODEL			
02/17/2026	PLI26-0001	MR. POOLS LLC	12313 S FOREST EDGE DR	\$100,000.00	\$2377.00
	Permit Type:	Pool (In-Ground)	CONV0000047		
	Work Description:	pool			
02/12/2026	DEI26-0001	BEAVER DEN BUILDERS	52 N WOODLAND TRL	\$1,000.00	\$100.00
	Permit Type:	Demolition (Interior)	23-26-206-023-0000		
	Work Description:	Interior Demo			

Total Permits For Type:	3
Total Fees For Type:	\$3,717.00
Total Const. Value For Type:	\$151,000.00

Grand Total Fees:	\$3,717.00
Grand Total Permits:	\$3.00
Grand Total Const. Value:	\$151,000.00



Metropolitan Alliance of Police

235 Remington Boulevard, Suite B • Bolingbrook, IL 60440

Phone: 630/759-4925 • Fax: 630/759-1902

E-mail: mapoffice@mapunion.org • www.mapunion.org

February 17, 2026

Keith R. George
President

John Holiday
Vice President

John P. Ward
Secretary

Richard Tracy
Treasurer

Mark Wolenberg
Board Director

Michael Martin
Board Director

Jessica Murillo
Board Director

CHIEF COUNSEL
Joseph Mazzone

Mark McQueary
*Director of Legal
Legislative Affairs*

STAFF COUNSEL
John Gaw

Raymond Garza
Anthony Pasquini

CO-COUNSEL
Richard Reimer
Steven Calcaterra

GENERAL COUNSEL
Ronald Cicinelli
Jerry Marzullo
Gary Deutsche
Michael Butler

ANALYST
Alfred Molinaro

CHAPLAIN
Tammy Roach

Bob Kotsianis
Palos Park PD
8999 123rd Street
Palos Park IL 60464

Via email: coryq2@att.net

Re: Palos Park MAP Chapter #150: Business and residential solicitation

Dear Officer Kotsianis:

The Metropolitan Alliance of Police (MAP) is currently conducting its annual fundraising drive in your area in partnership with Viking Promotions. The campaign includes the production of a yearbook featuring advertisements and articles related to law enforcement, as well as other topics of public interest.

The fundraising effort is expected to take approximately one to two weeks. Please ensure that the appropriate personnel, including Dispatch for Palos Park, are informed about this activity.

Our promoter, Viking Promotions, primarily contacts businesses and residents who have supported us in the past. However, this year's campaign may also extend to new prospects, which could result in an increased number of inquiries directed to your department.

Your continued cooperation and support are greatly appreciated. The assistance we receive from our chapter officers is vital to ensuring both the success of the fundraising effort and the transparency of its operations.

If you have any questions or encounter any issues related to the drive, please contact the MAP office.

Stay healthy and safe!

Keith R. George
President

:mj

PPPD Alert We are working with a resident who was the victim of a Tech support scam, sending \$2,400 crypto, to resolve a "Pornhub issue." Scammer us a variety of techniques to manipulate unsuspecting victims, including scaring users into thinking their computer has been infected with a virus, to manipulate them into sharing their personal information to take financial advantage of them.

Knowing the signs of a fake virus warning, phony company communications, and having safeguards and up-to-date software in place can help reduce, if not prevent, such events from transpiring.

How To Protect Yourself

Should an SMS, pop-up, email, or phone call claim to represent Microsoft, here are a few things to remember:

Pop-ups from Microsoft will never include phone numbers.

As mentioned, some pop-ups can take up an entire screen and refuse to close. In such an instance:

press **Alt + Control + Delete** on the keyboard

open Task Master

find the browser in the list of active applications

Right click and select End Task

Should a fake Microsoft representative call with a claim of needing to update some software or to remove a virus – hang up. Per its own words: "Microsoft will never proactively reach out to you to provide unsolicited PC or technical support".

Under no circumstances provide any personal information or download or install unfamiliar programs or applications.

Microsoft's policies prohibit staff from asking users to pay for support, so any request for payment (especially via a cryptocurrency) is a sign of a scam.

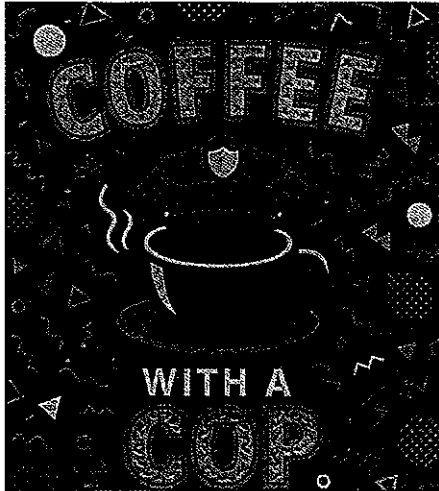
Never click on or open any links sent via email or SMS.

Do not grant unfamiliar callers or messages access to personal information such as login and password details to personal banking accounts, computer systems, or password management systems like Last Pass or Bitwarden.

Ensure all Windows security updates have been downloaded and installed on a regular basis.



These gatherings provide a unique opportunity to foster trust, build relationships, and strengthen our community by promoting open dialogue between law enforcement and the people we serve. February 25th 11am @ The Plush Horse 12301 S 86th Ave Please join us.



The Palos Park Police put extensive focus on collaboration of community volunteers, businesses, organizations, and residents Coffee with the Chief tallows for a combination of deeper conversations about issues and enhances our accountability and transparency. See you at our PPPD Coffee with the Chief Friday February 27th 7pm @ PPPD



The Palos Park Police Department is participating in the Blue Envelope Program.

Palos Park Police commissioner Dan Polk announced today that the Palos Park Department's Blue Envelope Program will enhance and serve as a tool designed to help officers interact better with motorists who are on the autism spectrum.

The program addresses concerns that motorists on the autism spectrum may have physical movements or verbal responses during traffic stops that officers might misinterpret, potentially leading to unnecessary interactions.

Clearly every traffic stop interaction is different and the Blue Envelope program reduces stress on the driver and the Officer. Our goal is it will help prevent potential escalation and miscommunication, promoting better community relations and a more positive experience between our law enforcement and those living with autism or other disabilities.

Palos Park recognizes The Blue Envelope Program is an important step toward improving communication and reducing potential anxiety during police interactions with our community members on the autism spectrum.

This program equips our officers with the awareness they need to approach each situation with empathy and care. We are proud to be part of a program that supports both public safety and inclusivity in our village.

All Palos Park Officers will have an understanding of the program, in which motorists place their essential documents in a blue envelope, giving Officers a visual cue to modify their approach when communicating with a driver on the autism spectrum.

Drivers are expected to place their driver's license, car registration, and insurance card inside the envelope. When stopped by a Police Officer, the driver should let the Officer know that there is a blue envelope available. The envelope has directions on both sides for the driver and the police officer.

Chief Joe Miller said, "This program allows drivers with Autism or other special needs to more easily communicate with officers during a traffic stop." We continually learn more and develop ways to work through issues that can arise during police interactions and this program helps "Police Interaction with Autistic Motorists." We are particularly enthused about this program, as many of our staff support and observed the daily commitments of our former coworker / police officer Danielle, as she learned to be a mom and great source to our staff in grasping the nuances of those on the autism spectrum. We do this in support of her!

Drivers simply place their documents in the envelopes and hand the envelopes to officers if they get pulled over.

The envelopes contain useful information for drivers and officers on how to proceed based on the special needs of the driver.

Envelopes are available from all participating agencies no questions asked.

BLUE ENVELOPE PROGRAM

Program designed to improve safety and communication during traffic stops for individuals with disabilities

WHAT IS THE BLUE ENVELOPE PROGRAM?

- ✓ Voluntary program for drivers with communication challenges
- ✓ Helps officers recognize special needs during traffic stops
- ✓ Encourages patience, clarity, and safer interactions

ENVELOPE MAY INCLUDE:

- ✓ Driver's license
- ✓ Vehicle registration
- ✓ Proof of insurance
- ✓ Communication for officers

BLUE ENVELOPE



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BLUE ENVELOPE

Help us recognize your family members who might need extra time, patience, or accommodations when contacted by law enforcement and other first responders

Choose from these **FREE** items which display the Blue Envelope logo:

- Blue Envelope
- Lanyard
- Button
- Key Chain
- Bracelet
- Sticker

Learn more about the Blue Envelope Program:
http://www.aaspahoeco.gov/your_county/county_departments/sheriffs_office/programs/blue_envelope

DRIVER IS ON THE AUTISM SPECTRUM

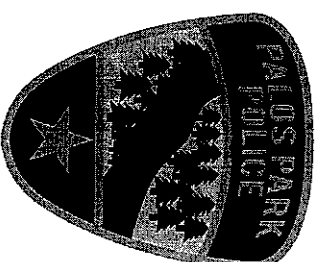
DRIVER MAY PRESENT AS NON-VERBAL IS A MEMBER OF THE NPS-AID PROGRAM

“BLUE ENVELOPE” OF IMPORTANT DOCUMENTS FOR TRAFFIC STOP

- Pull over safely and put car in PARK.
- Stay buckled and keep hands on wheel.
- Expect lights, flashlight, and radio use.
- Inform officer about Blue Envelope.
- Provide Blue Envelope when requested.
- Answer officer’s questions.
- Ask permission before moving your body.

SPONSORED BY

Palos Park
Police Department



POLICE OFFICER: SEE AWARENESS GUIDE ON BACKSIDE

If my behavior hinders our interaction, please contact the person listed below.
They can confirm my diagnosis, provide information about my identity, and assist with our interaction.
Thank you for ensuring my safety.

My Printed Name _____

Contact #1 Printed Name _____

Contact #2 Printed Name _____

Contact #1 Phone Number _____

Contact #2 Phone Number _____

Dear Officer,
I am someone with Autism Spectrum Disorder (ASD), which may affect my communication abilities. I might struggle to understand your directions or respond to your questions.

Close proximity or physical contact may cause me distress or discomfort. Please understand that any apparent non-compliance is not intentional defiance, but a result of my condition.

POLICE OFFICER: PLEASE READ CAREFULLY

- Check NPS-AID program
- Minimize sensory stimuli (lights, loud radio, etc.)
- Use calm voice & simple commands
- Allow extra response time
- Be aware of stimming or fidgeting
- Anticipate unusual eye contact
- Expect atypical speech (tone, pitch, volume, or cadence) or non-verbal communication
- Explain each step clearly
- Clearly advise when the stop is over
- Call emergency contact, if needed



- ENVELOPE CONTAINS:**
- **COPY of Driver's License**
 - **Vehicle's Registration**
 - **Vehicle's Insurance**
 - **Medical Diagnosis Document**
 - **Emergency Contact**

TO RE-ORDER, VISIT:

www.nps-aidblue.com



VILLAGE OF PALOS PARK

Village Council

Mayor Nicole Milovich-Walters

Village Clerk Marie Arrigoni

Commissioner G. Darryl Reed

Commissioner Dan Polk

Commissioner Mike Wade

Commissioner Rebecca Petan

Meeting of: February 23, 2026

6:30 PM

Kaptur Administrative Center

AGENDA MATTER:

Autumn In The Park Festival 2026 Tent/Equipment Rental Company vendor.

BACKGROUND/HISTORY:

In 2017, 2019 and in 2024 the Village received quotes from tent rental companies to service the Autumn In The Park Festival (AIP). The specifications for the quotes are based on the event needs which include:

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

Banquet Tables

Pub Tables

Chairs

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

Big Tent Events is a reliable vendor and one of the few that have, carry and install large tents. The Village secures power generators through other vendors.

In 2025 the Village Council approved awarding the rental contract to Big Tent Events of St. Charles, IL to service the tent and equipment needs of its Autumn In The Park Festival with the final contract being \$22, 898.50. The pricing for the 2026 rental contract is \$19,247.12. The Village will not need as many tables, chairs and tent side walls; the pricing reflects that change.

The staff's experience with Big Tent Events has been very positive, and they have serviced our event well in the past.

STAFF RECOMMENDATION

Staff recommend awarding the 2026 Autumn In The Park Festival tent and equipment rental contract to Big Tent Events of Carol Stream, IL in the amount of \$19,247.12.

RECOMMENDED MOTION:

I move to approve the contract with Big Tent Events of Carol Stream, IL in the amount of \$19,247.12 to provide tents, flooring, lights and staging at the Village's 2026 Autumn In The Park Festival.



Big Tent Events

3755 Swenson Ave, St. Charles, IL 60174
 Phone: (630) 690-8500 Fax: (630) 544-2833 Emergency: (630)708-8593
 Website: www.bigtentevents.com Email: info@bigtentevents.com

ORDER #: 91559	Village of Palos Park Boehm, Rick	work (708)671-3700	Direct (708)671-3702
BILL TO: Village of Palos Park 8999 W 123rd St., Palos Park, IL 60464		DATE ORDERED: Tue, Jan, 13, 2026	CONTACT EMAIL ADDRESS: rboehm@palospark.org
DELIVER TO: Village Green of Palos Park 8901 W 123 St., Palos Park, IL 60464		SALES PERSON: Trinity	FINAL PAYMENT METHOD: Check
		INITIAL DATES: OCCASION: Festival/Carnival - Autumn	
Delivery	DELIVERY ARRIVAL WINDOW: Date: Wed, Sep, 16, 2026 Time: 7am-4pm *UP BY EOD*	EVENT START: Date: Fri, Sep, 18, 2026 Time: 6:00 pm	EVENT END: Date: Sun, Sep, 20, 2026 Time: 11:00 pm
		PICKUP ARRIVAL WINDOW: Date: Mon, Sep, 21, 2026 Time: 7am-4pm *OUT BY EOD*	

Installation Notes:

Setup: Grass // Location: Field - SEE SITEMAP // Obstacles: Distance; Can drive on grass // Sprinklers: TBD

- >> 80x120: Edison around perimeter; Start at center poles by stage & go away from stage
Do NOT hang Edisons on side/back of stage
Install center poles lights ONLY on 4 poles away from stage; NO LIGHTS BY STAGE
- >> 10x80: LED lights down middle; Dura trac underneath (3 pcs x 28 pcs); Counters
- >> Light poles: 4 runs of 75 feet of edison lights between large tent & food tents
- >> Each row starts at 60W tent legs, then goes to a light pole 20' away & tie off to food vendor tent legs
- >> Install 60' SW behind stage, 20'SW on each side of stage, & 40'SW 10x10 tent
- >> MAKE SURE JULIE HAS MARKED/FLAGGED; ESPECIALLY AT&T - CALL TRINITY IF YOU ARENT SURE

CALL *ON ARRIVAL* FIDEL 708-935-2298 OR RICK 708-871-6762 - COLLECT CHECK ON ARRIVAL

Qty	Description	Unit Price	Bill. Days	Total
*NOTES				
1	*NOTE - Customer Notes <i>Client must provide electricity for equipment - Please check each line item for specific needs/size requirements. Client to also provide full supervision for all equipment.</i>	\$0.00	1	\$0.00
1	*NOTE - Deposit and/or Valid Credit Card Required <i>Deposit or valid credit card required to accept cash or check payments.</i>	\$0.00	1	\$0.00
1	*NOTE - PUBLIC TENT <i>Client is responsible for obtaining any necessary permits.</i>	\$0.00	1	\$0.00
1	*NOTE - Tax Exempt <i>Client must provide up to date tax exemption letter.</i>	\$0.00	1	\$0.00
1	*NOTE - Decline Damage Waiver <i>Client declines BTE/TFO damage waiver and understands they will be responsible for full replacement costs in the event of damage to equipment.</i>	\$0.00	1	\$0.00
1	*NOTE - Tent Policy <i>No grilling within 30' of tent. Evacuate tent if winds are over 25MPH. Client is responsible for obtaining any necessary permits.</i>	\$0.00	1	\$0.00
*TENT SURFACE - GRASS				
1	*NOTE - JULIE - COOK COUNTY <i>BTE/TFO will call JULIE to mark utilities. Do NOT remove flags or markings. Non-public lines (sprinkler head/lines, gas grill, septic, lighting, etc) are NOT marked by JULIE & must be indicated by client. BTE/TFO is not responsible for any damage.</i>	\$0.00	1	\$0.00
1	TENT SURFACE - Grass Surface	\$0.00	1	\$0.00

***TENT SURFACE - GRASS**

Tent to be installed on grass, dirt, etc. Requires the use of stakes. Please make sure that if you own a dog, the yard is clear of any pet waste.

1	*NOTE - WAREHOUSE - SEND TENT OX	\$0.00	1	\$0.00
1	*NOTE - Driving on Grass (TFO/BTE not liable for damage) <i>TFO/BTE is not be responsible for any damage if client requests we drive onto grass for load in/out. Client accepts that if there is inclement weather & ground is wet or too soggy TFO/BTE cannot & will not pull into grass & client may be charged distance.</i>	\$0.00	1	\$0.00
1	*NOTE - TOW - Towing Vehicle Required	\$0.00	1	\$0.00
10x10x10'H FRAME TENT 40'SW				
1	TENT - Frame 10' x 10' White <i>GOING AT 10'H</i>	\$170.00	1	\$170.00
2	TENT - LABOR - Sidewall 20 FT Section	\$20.00	1	\$40.00
2	TENT - Sidewall Solid 10H x 20'L Velcro *A* 16oz.	\$60.00	1	\$120.00
10x20x10'H FRAME TENT NO SW				
1	TENT - Marquee 10 x 20 <i>GOING AT 10'H</i>	\$340.00	1	\$340.00
10x80x8'H FRAME TENT 8CNTRS 8L & FLOORING				
8	TA - 10' Counters B w/ Skirts	\$40.00	1	\$320.00
60	TA - Sub-Flooring Dura-Trac 4' x 4' <i>Sub flooring & labor.</i>	\$36.00	1	\$2,160.00
8	LIGHT - LED 5000 Lumens 4' Light <i>Client must provide (1) separate 20 amp circuit of electricity within 3ft.</i>	\$22.00	1	\$176.00
8	LIGHT - LABOR - Lighting	\$20.00	1	\$160.00
1	TENT - Frame 10' x 80'	\$1,360.00	1	\$1,360.00
60x120x10'H MAIN TENT 100'SW				
5	TENT - LABOR - Sidewall 20 FT Section	\$20.00	1	\$100.00
5	TENT - Sidewall Solid 10H x 20'L Velcro *A* 16oz	\$60.00	1	\$300.00
4	LIGHT - White Center Pole Ring LED Lights (4)	\$85.00	1	\$340.00
1	TENT - Pole 60' x 120' x 10'H	\$8,640.00	1	\$8,640.00
36	TP POLE - POLES - 10' Side Pole Aluminum Fluted	\$15.00	1	\$540.00
9	LIGHT - LABOR - Lighting <i>Covers the installation and removal of lights.</i>	\$20.00	1	\$180.00
5	LIGHT - Edison Lights 24 Bulb - Amber <i>48 Feet - 24 Bulbs. Bulbs spaced approximately 2 feet.</i>	\$85.00	1	\$425.00
CHAIRS - NO SETUP/TAKEDOWN				
50	CT - Folding Chairs Brown	\$1.50	1	\$75.00
1	CT - NO SETUP/TAKEDOWN CHAIRS <i>Client will be responsible for setting up & breaking down chairs. Chairs must be stacked in the same way and in the same location they were dropped off in, by the start of pick up window. If not, client will be charged \$0.90 per chair.</i>	\$0.00	1	\$0.00
DISCOUNTS				
1	DISCOUNT - Customer Loyalty <i>See billing details for amount.</i>	\$0.00	1	\$0.00
1	DISCOUNT - Preferred Customer <i>See billing details for amount.</i>	\$0.00	1	\$0.00
LIGHTING				
8	LIGHT - ACCESSORIES - Light Poles 10'6" Height	\$95.00	1	\$760.00
6	LIGHT - LABOR - Lighting	\$20.00	1	\$120.00
6	LIGHT - Edison Lights 24 Bulb - Amber <i>48 Feet - 24 Bulbs. Bulbs spaced approximately 2 feet.</i>	\$85.00	1	\$510.00
POWER				
5	POWER - CORD - 50' Multi Outlet Extension Cord	\$50.00	1	\$250.00
4	POWER - CORD - 50' Single Outlet Extension Cord	\$30.00	1	\$120.00
4	POWER - CORD - 25' Triple Outlet Extension Cord	\$35.00	1	\$140.00
STAGING - DRUM RISER 8'W x 8'D x 8"H				
1	STAGE - 8' x 8' x 8"H	\$170.00	1	\$170.00
4	STAGE - Biljax - Multi Stage 4' x 4' Section <i>4x4 Stage Panel</i>	\$0.00	1	\$0.00

STAGING - DRUM RISER 8'W x 8'D x 8"H

4	STAGE - LABOR - Setup / Takedown Stage 4'x4' Covers installation and removal of stage pieces.	\$10.00	1	\$40.00
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STAGING - MAIN STAGE 24'W x 20'D x 32"H

15	STAGE - Biljax - Multi Stage 4' x 8' Section	\$0.00	1	\$0.00
1	STAGE - 24' x 20' x 32"H	\$1,275.00	1	\$1,275.00
2	STAGE - Biljax - Stage Steps with Handrail (For use with 24"-42" Stage - Matched for 2025) 6 Steps.	\$55.00	1	\$110.00
24	STAGE - Biljax - Fixed Leg 30" - ADD RUBBER BASE PAD-	\$0.00	1	\$0.00
8	STAGE - Accessories - Black Skirt 32" Tall x 8' Long - Black Banjo Shired	\$32.00	1	\$256.00

TABLES - NO SETUP/TAKEDOWN

1	CT - NO SETUP/TAKEDOWN TABLES <i>Client will be responsible for setting up & breaking down tables. Tables must be stacked in the same way and in the same location they were dropped off in, by the start of pick up window. If not, client will be charged \$2.50 per table.</i>	\$0.00	1	\$0.00
8	CT - 30" Round Wood Top High Boy/Cocktail	\$14.00	1	\$112.00
8	CT - 42" Post HIGH BOY Height	\$0.00	1	\$0.00
36	CT - 8 FT Banquet Table Wood 30" Wide Wood Top -- 30" Tall -- Seats 8-10* Adults. *Some table legs make for tighter seating at heads of table. Client to provide or order table covers/linens.	\$12.00	1	\$432.00

TENT ACCESSORIES

1	TA - TENT - Gutter 10'	\$15.00	1	\$15.00
1	TA - TENT - Gutter 20'	\$30.00	1	\$30.00

Item Subtotal: \$20,146.00
 Discount (15.00%): \$2,871.90
 Production: \$1,343.02
 Order Subtotal: \$17,799.10
 Delivery Fee: \$630.00
TOTAL: \$19,247.12

Deposit Due: \$9,623.56
 Amount Paid: \$0.00
Balance Due: \$19,247.12

Customer Notes:

Client will be on site for delivery.
 Client to advise BTE of the installation location on property.
 Client is responsible for obtaining any permits necessary.
 BTE will contact J.U.L.I.E.
 Please do not remove flags placed by the J.U.L.I.E. locators.
 We recommend any landscaping be done 2-3 days prior to installation day.
 Any non-public lines such as sprinkler system, gas grill, septic, lighting, etc. are to be clearly marked by the property owner as J.U.L.I.E. does not mark these lines.
 No grilling within 30' of tent. Evacuate tent if winds are over 25mph.
 All tables and chairs must be placed under tent or indoors if raining and over night
 Tables and chairs will be stacked in one location for client to distribute.
 All tables and chairs are to be re-stacked in one location for our pick-up.
 Client must use table covers.

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

TIPS APPRECIATED

(Type Name)
 Customer Signature _____

02/11/2026
 Date _____

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

8. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession or any failure to permit the pickup of the item at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full equipment value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her their custody and control from the time of the Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately. For each day after the "Rental Period" the equipment is not returned, customer agrees to pay an additional days rental for each piece of equipment. Client authorizes Big Tent Events to charge their credit card for any missing equipment that is not returned at the time the driver picks up their equipment after their event. If a credit card is not on file, Client agrees to send a check within 3 business days.

9. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental

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

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

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

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

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

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

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

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

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

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

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

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