



**VILLAGE OF PALATINE**  
VILLAGE HALL - COUNCIL CHAMBERS  
200 E. WOOD STREET  
PALATINE, IL 60067-5339 – (847) 359-9050  
<http://www.palatine.il.us>

**VILLAGE COUNCIL & COMMITTEE OF THE WHOLE**

**MINUTES**

**JANUARY 11, 2021**

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**Regular Meeting**

**7:00 PM**

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**I. ROLL CALL – Time: 7:00 PM**

| Attendee Name    | Title                 | Status  | Arrived |
|------------------|-----------------------|---------|---------|
| Jim Schwantz     | Mayor                 | Present |         |
| Tim Millar       | District 1 Councilman | Present |         |
| Scott Lamerand   | District 2 Councilman | Present |         |
| Doug Myslinski   | District 3 Councilman | Present |         |
| Greg Solberg     | District 4 Councilman | Present |         |
| Kollin Kozlowski | District 5 Councilman | Present |         |
| Brad Helms       | District 6 Councilman | Present |         |

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Patrick Brankin, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Fire Chief Scott Andersen, Police Chief Dave Daigle, IT Director Larry Schroth, Director of Finance Paul Mehring, Director of Community Services Harry Spila, and Director of Human Resources Pam Jackson

**II. PLEDGE TO THE FLAG – Time: 7:00 PM**

Mayor Schwantz invited everyone to stand and join him in the Pledge to the Flag.

**III. APPROVAL OF MINUTES – Time: 7:00 PM**

1. Village Council & Committee of the Whole - Regular Meeting - January 4, 2021 - **Accepted**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                            |
| <b>MOVER:</b>    | Doug Myslinski, District 3 Councilman                  |
| <b>SECONDER:</b> | Greg Solberg, District 4 Councilman                    |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

**IV. MAYOR'S REPORT – Time: 7:00 PM**

## 1. As Submitted -

Mayor Schwantz reported that the Winter Drive-Thru Market is this Saturday, January 16, from 10-12 in the train station parking lot.

**V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:01 PM**

Recess to Committee of the Whole - **Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                      |
| <b>SECONDER:</b> | Tim Millar, District 1 Councilman                      |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

**VI. COMMITTEE OF THE WHOLE****A. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:01 PM**

*GREG SOLBERG, CHAIRMAN*

1. Consider an Ordinance Granting a Special Use to Permit a Fence at 824 S. Mallard Drive - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use to permit a 5-foot fence in the rear yard, behind the existing hedge row and trees where the side lot line of said rear yard abuts the side lot line of the front yard of an adjacent lot. A condition requires maintenance and replacement of existing landscaping. The ZBA voted unanimously to approve the Special Use and Staff concurs.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                            |
| <b>SECONDER:</b> | Jim Schwantz, Mayor                                              |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

## 2. As Submitted -

Nothing was submitted.

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:04 PM**

*DOUG MYSLINSKI, CHAIRMAN*

1. Consider an Ordinance Approving CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding - **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained that as a Direct Entitlement Community, and due to COVID-19 pandemic, an additional \$413,922 was added in special Community Development Block Grant (CDBG) funds to the Village of Palatine, with very strict guidelines for how those funds can be used by the Village to respond to COVID-19-related needs, as stipulated by HUD. To utilize these funds in a timely manner, the Village must approve a 2015-19 Consolidated and 2019 Action Plan Substantial Amendments to explain how the CDBG-CV funds will be used. Eligible funds are to be expended by the end of the CDBG 2021 program year (September, 2022). Proposed allocations for the total CDBG-CV Funding of \$717,041 are: 1) Administration \$10,000; 2) Public Service \$493,041 (shelter and meals); and 3) Economic Development \$214,000 (grant program of \$10,000 maximum to small, locally owned businesses with 20 or fewer employees, on a first come first serve basis). Staff will report the expenditures to the Village Council through the warrant process. Staff recommends approving an Ordinance adopting the Village of Palatine's 2015-19 Consolidated and 2019 Action Plan Substantial Amendments.

In response to Councilman Kozlowski, Ottesen stated that this is in addition to our CDBG program. Publication of this loan/grant is key.

Mayor Schwantz said he does not want Village employees bogged down with administration. Ottesen confirmed some of the grant can go to administration.

Councilman Millar noted that some franchise businesses are owned by local people who would qualify for the grant.

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|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Jim Schwantz, Mayor                                              |
| <b>SECONDER:</b> | Kollin Kozlowski, District 5 Councilman                          |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

## 2. As Submitted -

Nothing was submitted.

## C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:13 PM

*BRAD HELMS, CHAIRMAN*

### 1. Smith Street Bicycle Connector Path:

Motion was to approve both Items A. and B.

Village Manager Reid Ottesen explained a remaining component of the Village's Bike Plan is the connection of the bikeway system to the Forest Preserve at the Smith/Dundee intersection. Also, Smith Street will be signed as a bike route between Dundee and Cunningham, with Cook County funding \$115,000 of the \$210,000 total cost. Phase I engineering was completed by Christopher B. Burke Engineering, Ltd. (CBBEL). Staff recommends the Village Manager be

authorized to execute a contract with CBBEL for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.

The Village will follow Cook County Forest Preserve's required Tree Mitigation Plan with a licensed arborist to locate, measure, rate, and identify the species of all trees greater than 4" within the construction limits, and calculate the value of all trees to be removed. CBBEL has submitted a proposal for Tree Mitigation Plan services of \$3,800. Funds for all services are provided in the CY2021 Capital Budget.

In response to Councilman Kozlowski, Ottesen assumes Cook County will hand off maintenance to the Village.

In response to Councilman Solberg, Ottesen said the project has to be completed this year.

Ottesen confirmed Mayor Schwantz's concern that since this crosses a state highway, the State will have permitting authority.

Public Works Director Matt Barry stated discussions are taking place and all should have been brought up by now.

Wayne Mikes, of Mikes Bike Shop, 155 N. Northwest Highway, stated that access to Deer Grove has been extremely difficult. This will be a welcome improvement. Mikes particularly thanked Community Services Director Harry Spila for accumulating the grant money and facilitating agreements to make this a reality.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY VOICE VOTE [UNANIMOUS]</b>                         |
| <b>MOVER:</b>    | Kollin Kozlowski, District 5 Councilman                          |
| <b>SECONDER:</b> | Scott Lamerand, District 2 Councilman                            |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

- A. Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services - **Motion Carried by Voice Vote**
- B. Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan - **Motion Carried by Voice Vote**
2. Consider a Motion Authorizing the Village Manager to Purchase a Replacement Public Works Pickup Truck - **Approved by Voice Vote**

Public Works Director Matt Barry recommended authorizing the Village Manager to purchase one 2021 Ford F-250 pickup truck through the Suburban Purchasing Cooperative Contract from Currie Motors in the amount of \$33,381.

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|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY VOICE VOTE [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                            |
| <b>SECONDER:</b> | Tim Millar, District 1 Councilman                                |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

3. As Submitted -

Nothing was submitted.

**D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:**  
7:20 PM

*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:20 PM**

*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:20 PM**

*TIM MILLAR, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:20 PM**

Reconvene the Village Council Meeting - **Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                      |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

**VIII. CONSENT AGENDA**

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

1. Consider an Ordinance Granting a Special Use to Permit a Fence at 824 S. Mallard Drive - **Approved** (Council District: Two)

Ordinance #O-4-21

2. Consider an Ordinance Approving CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding - **Approved**

Ordinance #O-5-21

3. Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services - **Approved**
4. Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan - **Approved**
5. Consider a Motion Authorizing the Village Manager to Purchase a Replacement Public Works Pickup Truck - **Approved**

**IX. REPORTS OF STANDING COMMITTEE – Time: 7:21 PM**

- A. **ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:21 PM**

*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

No Report

- B. **BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:21 PM**

*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

No Report

**C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:21 PM**

*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

**D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:21 PM**

*TIM MILLAR, CHAIRMAN*

1. As Submitted -

No Report

**E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:21 PM**

*BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

**F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:21 PM**

*GREG SOLBERG, CHAIRMAN*

1. As Submitted -

No Report

**X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:21 PM**

**A. VILLAGE MANAGER – Time: 7:21 PM**

1. As Submitted -

No Report

**B. VILLAGE CLERK – Time: 7:21 PM**

1. As Submitted -

No Report

**C. VILLAGE ATTORNEY – Time: 7:21 PM**

1. As Submitted -

No Report

**XI. CLOSED SESSION AS REQUIRED – Time: 7:21 PM**

No Closed Session requested.

**XII. RECOGNITION OF AUDIENCE – Time: 7:21 PM**

No one came forward.

**XIII. ADJOURNMENT – Time: 7:21 PM**

Adjourn the Village Council Meeting - **Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Tim Millar, District 1 Councilman                      |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

SUBMITTED BY:

Margaret R. Duer  
Village Clerk



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**VILLAGE COUNCIL & COMMITTEE OF THE WHOLE**

**MINUTES**

**JANUARY 4, 2021**

**Regular Meeting**

**7:00 PM**

**I. ROLL CALL – Time: 7:00 PM**

| Attendee Name    | Title                 | Status  | Arrived |
|------------------|-----------------------|---------|---------|
| Jim Schwantz     | Mayor                 | Present |         |
| Tim Millar       | District 1 Councilman | Present |         |
| Scott Lamerand   | District 2 Councilman | Present |         |
| Doug Myslinski   | District 3 Councilman | Present |         |
| Greg Solberg     | District 4 Councilman | Present |         |
| Kollin Kozlowski | District 5 Councilman | Present |         |
| Brad Helms       | District 6 Councilman | Present |         |

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Mike Kujawa, Director of Planning & Zoning Ben Vyverberg, Fire Chief Scott Andersen, IT Director Larry Schroth, Director of Community Services Harry Spila, Director of Human Resources Pam Jackson and Police Chief Dave Daigle, Deputy Village Clerk Doris Sadik

**II. PLEDGE TO THE FLAG – Time: 7:00 PM**

Mayor Schwantz invited everyone to stand and join him in the Pledge to the Flag.

**III. APPROVAL OF MINUTES – Time: 7:00 PM**

- Village Council & Committee of the Whole - Regular Meeting - December 14, 2020 - **Accepted**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                            |
| <b>MOVER:</b>    | Doug Myslinski, District 3 Councilman                  |
| <b>SECONDER:</b> | Scott Lamerand, District 2 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

**IV. MAYOR'S REPORT – Time: 7:00 PM**

- As Submitted -

Nothing was submitted.

Minutes Acceptance: Minutes of Jan 4, 2021 7:00 PM (APPROVAL OF MINUTES)

**V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:00 PM****Recess to Committee of the Whole - Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                      |
| <b>SECONDER:</b> | Greg Solberg, District 4 Councilman                    |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

**VI. COMMITTEE OF THE WHOLE****A. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:01 PM***TIM MILLAR, CHAIRMAN*

1. Consider a Motion to Approve the Temporary Closure of Public Streets and Waiver of Fees all Related to the Jaycees' Proposed 2021 Hometown Fest - **Approved by Voice Vote** (Council District: Six)

Village Manager Reid Ottesen presented the Palatine Jaycees' requests for 1) waiver of fees for Village services, permits, and licenses; 2) temporary closure of Wood Street, between Mozart Street and Oak Street, from Monday, June 28 - Tuesday, July 6 for the carnival (subject to access being maintained to the Village Hall and Park District facilities throughout the event); and 3) temporary closure of streets for the parade.

The Annual Hometown Fest from Thursday, July 1 - Monday, July 5, 2021, includes the Saturday, July 3rd parade, and Sunday, July 4th fireworks.

All Village approvals would be subject to compliance with any COVID related guidelines or orders that may be in place at the time of the proposed event. Staff recommends approval.

Megan McGaughey represented the Jaycees requesting dates and waivers.

Mayor Schwantz expressed appreciation for all the effort that goes into this special event.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY VOICE VOTE [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                                |
| <b>SECONDER:</b> | Jim Schwantz, Mayor                                              |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

2. As Submitted -

Nothing was submitted.

**B. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:03 PM***GREG SOLBERG, CHAIRMAN*

1. Consider an Ordinance Transferring Special Use Ordinance #O-12-72, as Amended, to Allow the Continued Operation of Orbit Ice Arena at 615 S. Consumers Avenue - **Motion Carried by Voice Vote** (Council District: Five)

Planning & Zoning Director Ben Vyverberg presented David Vennetti's, request for a transfer of the existing special use to permit the continued operation of Vee Hockey LLC sports complex, at 615 S. Consumer Avenue, operating from 7 AM to 11 PM daily, with no proposed changes to the current special use or conditions. With this approval, American Tier 1 will also participate in the Consumers Avenue License agreement, along with Soccer City and Salt Creek Park District, for the continued use and maintenance of the parking located in the Consumers Avenue ROW through 2038. Staff recommends approval of the special use transfer at 615 S. Consumer Avenue.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Kollin Kozlowski, District 5 Councilman                          |
| <b>SECONDER:</b> | Jim Schwantz, Mayor                                              |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

2. Consider an Ordinance Granting a Variation for Driveway Width at 658 E. Home Avenue - **Motion Carried by Voice Vote** (Council District: Three)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a variation to permit a residential driveway to be 28 feet in width at the lot line instead of the maximum permitted 25 feet, for a minimum distance of 5 feet. Vyverberg explained the petitioners have constructed without a building permit, a brick paver ribbon along the sides of their existing driveway, increasing the width to be 3 feet greater than the code allows. The ZBA voted unanimously to approve a variation for driveway width. Staff recommends action at the discretion of the Village Council.

Petitioner, Steven Parquette, was present. The permit has not been issued, staff is waiting for action by the Council. Parquette stated that he made an innocent mistake.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Doug Myslinski, District 3 Councilman                            |
| <b>SECONDER:</b> | Kollin Kozlowski, District 5 Councilman                          |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

3. Consider an Ordinance Granting a Setback Variation for a Patio at 832 N. Glenn Drive - **Motion Carried by Voice Vote** (Council District: Four)

Planing & Zoning Director Ben Vverberg presented the petitioner's request for

a variation to permit a concrete patio to be set back 16 feet, instead of the minimum required 20 feet from the side lot line abutting a street.

The Petitioner installed a concrete patio without a building permit, which encroaches 4 feet into the required side yard setback abutting a street. The Village received a complaint about the patio installed without a permit; the Petitioner then applied for a building permit. The building and lot coverage both meet code. The ZBA voted unanimously to approve a variation for the patio. Staff recommends action at the Village Council's discretion.

In response to Councilman Lamerand, Andy Rice, 832 N. Glenn stated he has requested a permit, but has not completed steps from the patio door. It has been without steps for a year. He received a stop work order in October 2019, and could not proceed. Eventually he hopes to fence it in for privacy.

Councilman Myslinski confirmed that a permit would be needed for a fence.

Councilman Millar asked about building requirements, Community Services Director Harry Spila responded with specific base and concrete requirements and stated sometimes photos are required during construction.

Councilman Millar suggested more information be included in newsletters to avoid such situations.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Kollin Kozlowski, District 5 Councilman                          |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                            |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

#### 4. As Submitted -

Nothing was submitted.

### C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:

7:15 PM

*SCOTT LAMERAND, CHAIRMAN*

1. Consider a Motion Authorizing the Mayor to Execute the Assignment of the Water Service Agreement Between the Village of Palatine and FSP-Deer Park, LLC - **Approved by Voice Vote**

Village Manager Reid Ottesen explained the 1999 Intergovernmental Agreement allowing Palatine to provide water service to limited areas of Deer Park. The end user must execute a Water Service Agreement with the Village of Palatine. In 2014, FSP-Deer Park, LLC (FSP) entered into a Water Service Agreement with Palatine for water service at the senior housing development in the Deer Park Town Center. FSP plans to sell the property and to transfer the Water Service Agreement rights to Dial Silvercrest Deer Park, LLC. The

transaction requires the Village of Palatine to assign the original Water Service Agreement. Staff recommends approval of a motion authorizing the Mayor to execute an assignment of the Water Service Agreement with FSP-Deer Park, LLC to Dial Silvercrest Deer Park, LLC.

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY VOICE VOTE [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Jim Schwantz, Mayor                                              |
| <b>SECONDER:</b> | Brad Helms, District 6 Councilman                                |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

2. As Submitted -

Nothing was submitted.

**D. BUSINESS FINANCE & BUDGET COMMITTEE** – Time: 7:16 PM

*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**E. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE** – Time: 7:16 PM

*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE** – Time: 7:16 PM

*BRAD HELMS, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

**VII. RECONVENE THE VILLAGE COUNCIL MEETING** – Time: 7:16 PM

Reconvene the Village Council Meeting - **Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                      |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

Minutes Acceptance: Minutes of Jan 4, 2021 7:00 PM (APPROVAL OF MINUTES)

## VIII. CONSENT AGENDA

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Tim Millar, District 1 Councilman                      |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

1. Consider a Motion to Approve 2021 Warrant #1 - **Approved**
2. Consider a Motion to Approve the Temporary Closure of Public Streets and Waiver of Fees all Related to the Jaycees' Proposed 2021 Hometown Fest - **Approved** (Council District: Six)
3. Consider an Ordinance Transferring Special Use Ordinance #O-12-72, as Amended, to Allow the Continued Operation of Orbit Ice Arena at 615 S. Consumers Avenue - **Approved** (Council District: Five)  
  
Ordinance # O-1-21
4. Consider a Motion Authorizing the Mayor to Execute the Assignment of the Water Service Agreement Between the Village of Palatine and FSP-Deer Park, LLC - **Approved**
5. Consider a Resolution Reducing the Ayreshire Subdivision Public Improvement Security Deposit - **Adopted by Roll Call** (Council District: Three)  
  
Resolution # R-1-21
6. Consider a Motion to Accept and Place on File the Previously Approved 2020 Warrant #24 - **Approved**

## IX. REPORTS OF STANDING COMMITTEE

- A. **ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE** – Time:  
7:17 PM

*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

No Report

**B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:17 PM***KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

No Report

**C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:17 PM***DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

**D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:17 PM***TIM MILLAR, CHAIRMAN*

1. As Submitted -

**E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:17 PM***BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

**F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:17 PM***GREG SOLBERG, CHAIRMAN*

1. Consider an Ordinance Granting a Variation for Driveway Width at 658 E. Home Avenue - **Motion Carried by Roll Call** (Council District: Three)

This Item was previously discussed and passed in Committee at this evening's Police Policy and Code Services Committee meeting.

Ordinance #O-2-21

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY ROLL CALL [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Greg Solberg, District 4 Councilman                    |
| <b>SECONDER:</b> | Scott Lamerand, District 2 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

2. Consider an Ordinance Granting a Setback Variation for a Patio at 832 N. Glenn Drive - **Motion Carried by Roll Call** (Council District: Four)

This Item was previously discussed and passed in Committee at this evening's Police Policy and Code Services Committee meeting.

Ordinance # O-3-21

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY ROLL CALL [UNANIMOUS]</b>         |
| <b>MOVER:</b>    | Greg Solberg, District 4 Councilman                    |
| <b>SECONDER:</b> | Brad Helms, District 6 Councilman                      |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

3. As Submitted -

No Report

#### **X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:19 PM**

##### **A. VILLAGE MANAGER – Time: 7:19 PM**

1. As Submitted -

No Report

##### **B. VILLAGE CLERK – Time: 7:19 PM**

1. As Submitted -

No Report

##### **C. VILLAGE ATTORNEY – Time: 7:19 PM**

1. As Submitted -

No Report

#### **XI. CLOSED SESSION AS REQUIRED – Time: 7:19 PM**

No Closed Session requested.

**XII. RECOGNITION OF AUDIENCE – Time: 7:19 PM**

No one came forward.

**XIII.ADJOURNMENT – Time: 7:19 PM**

Adjourn the Village Council Meeting - **Motion Carried by Voice Vote**

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Brad Helms, District 6 Councilman                      |
| <b>SECONDER:</b> | Tim Millar, District 1 Councilman                      |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

SUBMITTED BY:

Margaret R. Duer  
Village Clerk

Minutes Acceptance: Minutes of Jan 4, 2021 7:00 PM (APPROVAL OF MINUTES)

# Consider an Ordinance Granting a Special Use to Permit a Fence at 824 S. Mallard Drive

## BACKGROUND:

The Petitioner is proposing to construct a fence, which would have the rear lot line of said rear yard abuts the side lot line of a front yard of an adjacent lot. Per Code, this requires Special Use review. Therefore, the Petitioner is requesting:

**Special Use to permit a fence in a rear yard, where the side lot line of said rear yard abuts the side lot line of the front yard of an adjacent lot.**

## KEY ISSUES:

- The Subject Property, zoned R-1B Single-Family Residential, is located at the southwest corner of Illinois Avenue and Mallard Drive. The Subject Property contains an existing non-conforming house that is set back approximately 20 feet from the side lot line abutting a street yard (Illinois Avenue) instead of the minimum required 35 feet.
- When Hunting Ridge was annexed into the Village, it was initially zoned R-2 Single-Family Residential and subsequently rezoned to R-1B Single-Family Residential. The foundation for the Subject Property and several other corner lots in Hunting Ridge were completed while still zoned R-2, which explains the non-conforming side yard abutting a street setbacks for these properties.
- The Petitioner, as part of fencing the rear yard of the property, is proposing to install a 5-foot tall solid vinyl fence located 20 feet (35 feet is the minimum required side yard abutting a street setback) from the lot line adjacent to Illinois Avenue. Its placement abuts the side lot line of the front yard of an adjacent lot (1139 W. Illinois Avenue). There is an existing chain link fence on the shared property line between these homes, which terminates at the sidewalk. The proposed fence will be located on the Petitioner's property adjacent to this fence.
- The proposed fence will extend west from the corner of the Petitioner's house to the west property line. It will maintain the 20-foot setback established by the house. Also, the portion of fence along Illinois Avenue will be placed behind the existing landscaped hedge row and trees. There is a proposed condition of approval which will require for the landscaping to be maintained or replaced, in conjunction with the fence.
- There are not any covenants or restrictions for Hunting Ridge Subdivision that prohibit fencing on private property.
- In October 2020, the Petitioner applied for an Administrative Special Use to allow a 6 foot solid fence in the same location as now requested. Due to objections received, the Petitioner was required to file for a standard variation to be heard before the Zoning Board of Appeals. In meeting with an objecting neighbor, prior to the Public Hearing, the initial fence height was reduced from 6 feet to 5 feet.

- Although there were some initial objections to the Administrative Special Use request for the fence, Staff only had one restatement of previous objection (see attached) to the Public Hearing and Special Use petition. This objection is from the adjacent property owner to the south. There is no relief being sought for the portion of fence on their shared lot line.

#### **ALTERNATIVES:**

1. Approve the Special Use to permit a fence.
2. Do not approve the Special Use to permit a fence.

#### **RECOMMENDATION:**

Public Hearing: ZBA meeting on December 22, 2020

Residents testifying: None

Vote: The ZBA voted unanimously to approve a Special Use for a fence and Staff concurs.

#### **ACTION REQUIRED:**

A motion to approve the ordinance granting a Special Use to permit a fence at 824 S. Mallard Drive.

#### **ATTACHMENTS:**

- Aerial map
- ORD SU 824 S Mallard Dr
- EXHIBIT - Plat of Survey - Site Plan
- EXHIBIT - Fence Elevations
- Petitioner Justification Letter
- Letter of Support
- Objection Letter 1
- Objection Letter 2
- Application
- Draft ZBA Minutes 12-22-20
- Public Notice

**RESULT:** MOTION CARRIED BY VOICE VOTE [UNANIMOUS]

**MOVER:** Scott Lamerand, District 2 Councilman

**SECONDER:** Jim Schwantz, Mayor

**AYES:** Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

# 824 S Mallard Drive

6.A.1.a

VILLAGE OF  
**PALATINE**



Attachment: Aerial map (2021-6 : 824 S Mallard Dr - SU Fence)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE  
824 S. MALLARD DRIVE**

WHEREAS, pursuant to a petition and public December 22, 2020, of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a 5-foot fence in the rear yard abutting the side lot line of the front yard of an adjacent lot pursuant to Section 6.03 (b) (6) (b) of the Palatine Zoning Ordinance, on the following legally described property:

**LOT 3 IN BLOCK 5 IN HUNTING RIDGE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42, NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED APRIL 14, 1969 AS DOCUMENT NUMBER 20809410, IN COOK COUNTY, ILLINOIS.**

Commonly known as 824 S. Mallard Drive (02-28-204-005).

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois, acting in the exercise of their home rule power that:

**SECTION 1:** Special Use to permit a 5-foot fence in the rear yard abutting the side lot line of the front yard of an adjacent lot pursuant to Section 6.03 (b) (6) (b) of the Palatine Zoning Ordinance, is hereby granted, subject to the following

Attachment: ORD SU 824 S Mallard Dr (2021-6 : 824 S Mallard Dr - SU Fence)

condition(s):

1. The Special Use shall substantially conform to the site plan submitted by the Petitioner, Eric Haney, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The landscaping on the north side of the fence shall either be maintained or, if necessary, replaced in the future in a manner acceptable to the Village of Palatine.

**SECTION 2:** That a copy of the public notice is attached hereto and form a part of this ordinance.

**SECTION 3:** That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_, 2021

AYES:\_\_\_\_\_ NAYS:\_\_\_\_\_ ABSENT:\_\_\_\_\_ PASS:\_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Village Clerk

Attachment: ORD SU 824 S Mallard Dr (2021-6 : 824 S Mallard Dr - SU Fence)

# BOUNDARY SURVEY

LOT 5 IN BLOCK 5 IN HUNTING RIDGE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1969 AS DOCUMENT NUMBER 20005410, IN COOK COUNTY, ILLINOIS.

**Key**

Proposed  
5' white Vinyl Fence



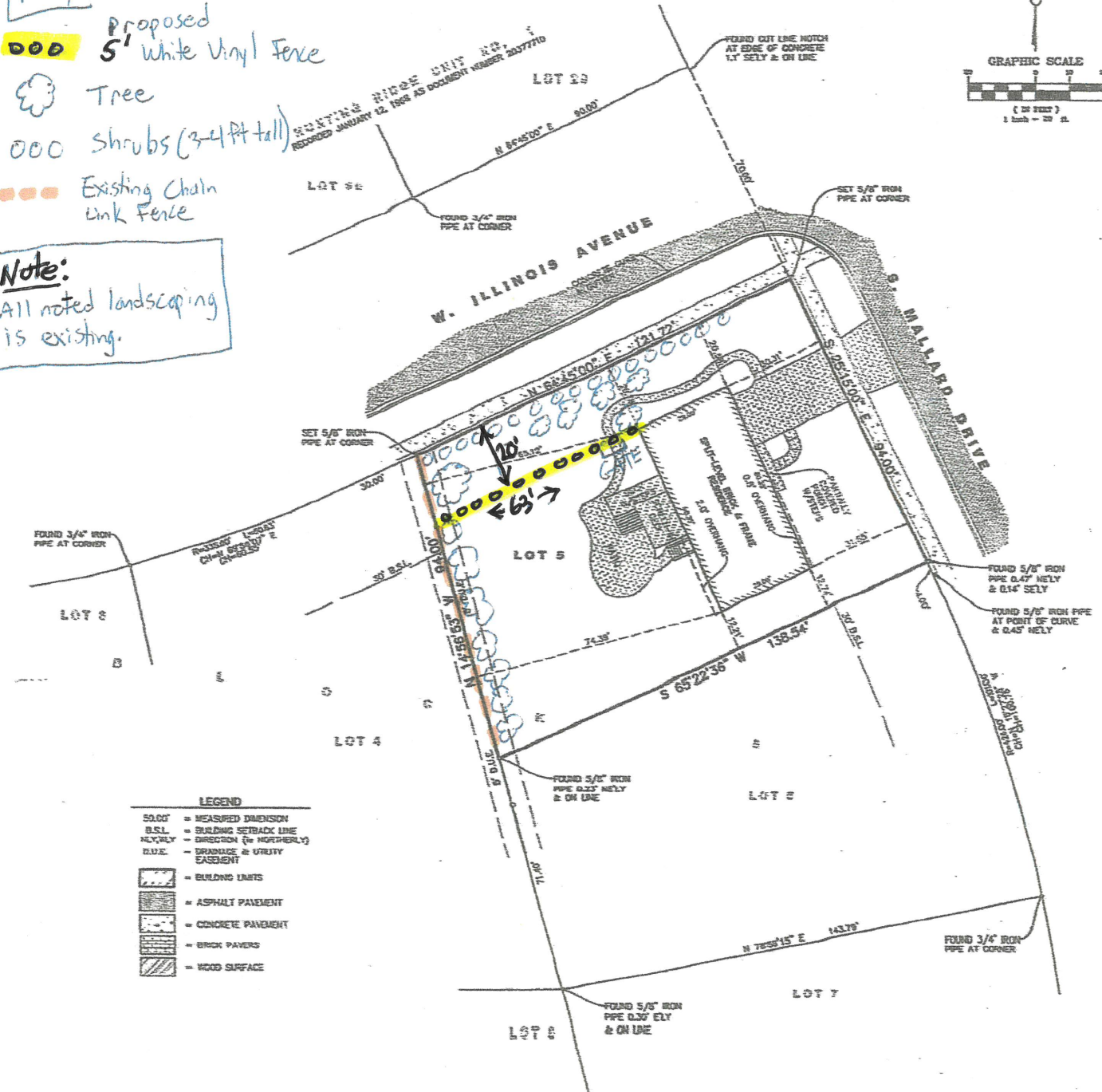
Tree

Shrubs (3-4 ft tall)

Existing Chain Link Fence

**Note:**

All noted landscaping is existing.



## LEGEND

|            |                               |
|------------|-------------------------------|
| 50.00'     | = MEASURED DIMENSION          |
| B.S.L.     | = BUILDING SETBACK LINE       |
| N, S, E, W | = DIRECTION (N = NORTHERLY)   |
| D.U.E.     | = DRAINAGE & UTILITY EASEMENT |
| [Symbol]   | = BUILDING LIMITS             |
| [Symbol]   | = ASPHALT PAVEMENT            |
| [Symbol]   | = CONCRETE PAVEMENT           |
| [Symbol]   | = BRICK PAVERS                |
| [Symbol]   | = WOOD SURFACE                |

## NOTES

1. THIS SURVEY PREPARED FOR A.P. LAW FIRM, LLC (KEYES).
2. EASEMENTS AND SETBACKS SHOWN WERE CREATED BY THE FINAL PLAT OF SUBDIVISION. NO SETBACKS WERE CREATED ON LOT 5 PER THE FINAL PLAT. REFER TO A CURRENT TITLE COMMITMENT, ZONING REGULATIONS OR OTHER REGULATORY DOCUMENTS OR REQUIREMENTS FOR ADDITIONAL SETBACK, EASEMENT OR OTHER REQUIREMENTS NOT SHOWN HEREON, IF ANY.
3. PROPERTY AREA = 14,140 SQ.FT., MORE OR LESS.
4. VERIFY DIMENSIONS, LEGAL DESCRIPTION AND CORNERS AND NOTIFY SURVEYOR OF ANY DISCREPANCIES PRIOR TO ANY CONSTRUCTION ON THE PROPERTY. DIMENSIONS SHALL NOT BE ASSUMED BY SCALE.
5. BUILDING TIES ARE SHOWN FROM OUTSIDE LIMITS OF BRICK OR FRAME CONSTRUCTION.
6. LEGAL DESCRIPTION HEREON PROVIDED BY CLIENT.
7. BEARINGS ARE BASED ON FOUND MONUMENTATION AND THE FINAL PLAT OF SUBDIVISION.
8. UTILITIES, LANDSCAPE FEATURES, AND IMPROVEMENTS COVERED BY EARTH, LANDSCAPING, OTHER MATERIALS OR OBSTRUCTIONS, IF ANY, ARE NOT SHOWN HEREON.

## SURVEYOR

WE, SIGHT ON SOLUTIONS, INC., DO HEREBY DECLARE THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PLAT DATE: SEPTEMBER 18, 2020

IL PROF. LAND SURVEYOR #3520 (EXP. 11/30/20)  
DESIGN FIRM REG. #184.005810 (EXP. 04/30/21)  
FIELD WORK COMPLETED SEPTEMBER 18, 2020



|                                 |                                                               |                      |                                |
|---------------------------------|---------------------------------------------------------------|----------------------|--------------------------------|
| PLAT OF SURVEY                  |                                                               | 824 S. MALLARD DRIVE | PALATKA, ILLINOIS              |
| OWNER: K.C.                     | 557 CAPITAL DRIVE, LAKE ZURICH, ILLINOIS 60047                |                      | SHEET<br>1 OF 1<br>SOS#: 20476 |
| DATE: 09/18/20                  | FRANCIS: 847.284.7000 FAX: 847.284.7007                       |                      |                                |
| SCALE: 1"=20'                   | email: miken@sightonsolutions.com<br>www.sightonsolutions.com |                      |                                |
| <b>SIGHT ON SOLUTIONS, INC.</b> |                                                               |                      |                                |

LAND SURVEYING, TOPOGRAPHIC MAPPING, SITE STAKING, SITE PLANS, GRADING PLANS, FIRM CERTIFICATES AND MORE...

Photos of Fence Design/Look.



Attachment: EXHIBIT - Fence Elevations (2021-6 : 824 S Mallard Dr - SU Fence)

**RE: 824 S Mallard Dr.**

Dear Zoning Board of Appeals,

We're writing in hopes to obtain approval to move forward with the installing a fence in our backyard to create a safe space to play for our son (soon to be 2) and our goldendoodle, since the intersection of Illinois Ave and Mallard Dr is a high traffic area. Our current plan is to install a fence along the South and North property lines to fully enclose our yard, with a fence already extending the width of our lot on the West side (1139 W Illinois). The current zoning rules for our lot state that fences must be setback by 35ft from the property line along Illinois Ave.

However, our house is set back roughly 20ft (Northeast Corner: 20.58 ft, Northwest Corner: 20.78 ft) from the property line along Illinois Ave, so we're proposing to install a fence at a 20ft setback extending straight back from the NW corner of our house. This fence will not obstruct any pedestrian views from the street or sidewalk when approaching our property from the East or West, nor our neighbors at 1139 W Illinois since there is an existing 15ft+ tall shrub row along that property line. Installing this fence at a 20ft setback allows us to keep much of our backyard functional for our use, while also keeping community safety in mind.

We initially proposed installing a 6ft white vinyl fence, however several property owners in the area objected to this plan due to the height of the fence. We're now proposing to install a 5ft white vinyl fence along Illinois Ave. in order to help alleviate these concerns. As you will see in the plat of survey and site map, an existing hedgerow (3-4ft in height) runs along the property line in question along with a second row of landscaping including 3 spruce trees and 2 maple trees.

We chose white vinyl as the material since it provides a clean, maintenance free look that will remain in great condition for a long time. White vinyl matches the trim, gutters, and downspouts of our house as well as our deck and 3-seasons room, so it will only enhance the overall appearance of our home. The fence will seamlessly match and blend in with the other features of our property.

Regarding the zoning ordinance 5b, all aesthetic criteria will be met by our plan outlined above and we feel this is necessary to protect our family. No existing vistas in the area will be destroyed and the fence will enhance the appearance of the homes and streets in our area with the clean seamless look on our property. This white vinyl fence style matches several other fences in the area including 1150 Tern Dr and 934 W Oxford Ct and will not detract from the overall appearance of the community. Our primary goal is to create a safe, private space for our children and dog to play by closing our yard off to the busy intersection of Illinois and Mallard, which aligns with ordinance 5b.

Our neighbors adjacent to us, including 1139 W Illinois, 1136 W Illinois, 1124 W Illinois, 1108 W Illinois, and Hunting Ridge Elementary School, all approved our initial 6ft fence proposal and approve of this new 5ft fence proposal as well.

Thank you,

Eric & Katie Haney

[REDACTED]  
[REDACTED]

Attachment: Petitioner Justification Letter (2021-6 : 824 S Mallard Dr - SU Fence)

**Lyn Bremanis**

---

**From:** Eric Haney [REDACTED]  
**Sent:** Friday, December 18, 2020 7:29 AM  
**To:** Ben Vyverberg; John Kalmar; Lyn Bremanis  
**Subject:** Fwd: thoughts on your new fence

Hi Ben,

See below for an email of support from our neighbors across the street at 1124 W Illinois.

Thanks,  
 Eric

----- Forwarded message -----

**From:** [REDACTED]  
**Date:** Sat, Nov 21, 2020 at 12:28 PM  
**Subject:** thoughts on your new fence  
**To:** [REDACTED]

Eric, I wanted to drop you an email about your proposed fence. I live at 1124 W Illinois across the street, and both my wife Monica and I have no issue with it, as the height, and type all seem normal for the neighborhood and reasonable. As a father of 2 boys myself, I totally get why you'd want to put up a fence to fully and safely enjoy your yard. I hope this helps.

Sorry for delay, our littlest had a fever for a few days, and our attention was there.

Jeff and Monica Bush  
 1124 W Illinois Palatine il. 60067

[REDACTED]  
 [REDACTED]

Sent via the Samsung Galaxy Note8, an AT&T 5G Evolution capable smartphone

--

Eric Haney  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

Attachment: Letter of Support (2021-6 : 824 S Mallard Dr - SU Fence)

October 26, 2020

Dear John Kalmar,

My name is Betty Gabel and I reside in the house at 830 S. Mallard Drive in Palatine, just south of the Haney house. Mr. Haney is seeking a permit for a Special Use Application pertaining to Section 14.05 (b) (2) of the Palatine Zoning Ordinance. Recently I signed an approval sheet for the fence and I am now rescinding my signature after giving this request more of my time and thought due to the impact it will have on myself and the surrounding community.

I have lived in my home in Hunting Ridge since 1987. I have had wonderful neighbors that lived in the now, Haney house. By name they were Millers, Mazlens, and Keys. There were dogs, cats, and children from newborns to high school age children that lived there. There were swing sets, sandboxes and inflatable pools. We enjoyed casual backyard conversations and parties. It was refreshing to enjoy the openness of our yards and beauty of nature.

The very unique feature of the Haney property is it's PROMINENT location on Illinois Ave. It is an important segue of many passerbys between Quentin Road and Roselle Road. All traffic is required to stop at Mallard Drive and Illinois Avenue making the surroundings even more noticeable and important.

I strongly feel this permit should not be granted as it will be an undesirable visual to Hunting Ridge, Willow Walk and Inverness!

I believe it was Mr. Haney's responsibility to consider the Palatine Village Zoning Ordinance before purchasing his property.

I was tragically widowed in 2014 when my late husband was murdered in an overseas terrorist attack. I have been alone now for over six years and can not afford to lose my property value by allowing Haney's unsightly 6 foot tall 63 foot long fence. Please know my home is my largest asset!

Thank you for your consideration.

Respectfully,



Betty Gabel



Attachment: Objection Letter 1 (2021-6 : 824 S Mallard Dr - SU Fence)

**RE SPECIAL USE APPLICATION  
File No. 20-63**

My husband and I strongly object to the placement of this fence that is proposed for the house at 824 S. Mallard Drive, on the corner of Mallard and Illinois Ave. It's proposed location is a very visible one, at a main thoroughfare, a key corner of our subdivision of Hunting Ridge. At 63 feet long and 6 feet high, closer yet to the sidewalk than the Zoning Ordinance specifies, a 'wall' of white plastic will not enhance this area in any way.

The current ordinance specifying a 35 foot requirement is reasonable. It was obviously a decision meant to hold properties from encroaching into public areas; impacting our visual enjoyment. The idea of protecting our communities with various ordinances for the good of its residents is commendable. Changing that measurement to 20 feet with a Special Use Application would bring this fence a great deal closer; **15 feet closer** to the sidewalk. The result would certainly not beautify this very public corner. This would not be the usual backyard fence with glimpses between houses being visible from the street. The obvious nature of its location, a very *public location*; it's 63 foot length; it's 6 foot height, solid white plastic construction would strongly impact the view for everyone approaching this 4-way stop, a major intersection in Hunting Ridge. Other fences exist in our subdivision, but the public location of this corner makes it an especially unattractive proposal.

For half a century my husband and i have been impressed, as neighbors throughout our subdivision have done a wonderful job with their well-kept, attractive homes. Our greatest assets are these homes and properties, and these investment are held solid or not, by the random decisions of those neighbors' that surround us. We all have a responsibility to be open to considerations; keeping each other in mind *for the good the community*. It's what good neighbors do. *Please **help us** keep our subdivision as attractive as possible.*

The previous owners, who recently moved, have created a beautiful yard there at 824 S. Mallard. They'd been complimented on their landscaping. Wouldn't it be delightful that it be left open for the enjoyment of those driving past and walking along the length of sidewalk. This yard is an asset, a lovely space that so many of us have enjoyed for many years. What a shame that someone wants to deprive us of that. And replace it with solid white plastic.

Our personal concession would be that if this 63 foot, 6 foot high solid plastic fence is to become a reality that its placement be **in keeping** with the reasonable guidelines of our Village; that the Special Use Permit be **denied**. *It's for the benefit of all of us*. If a 63 foot fence is inevitable in this prominent public space then it should be held to the 35 foot standards of the Village.

We appreciate the opportunity to express our opinion and hope you see the value in it.

Mr. & Mrs. Ray Bockman - 1147 Pintail Court - Palatine Ill. 60067

*This entire issue could have been avoided if Mr. Haney had made an inquiry before purchasing the property. We are told his dog would jump a fence. A dog handler would testify to the fact that dogs are highly trainable and can be taught not to jump a 6' fence. We are told Mr. Haney has already paid for this 6' fence. Interesting. He bought a house before doing his homework and now he's purchased a fence before doing his homework.*

Attachment: Objection Letter 2 (2021-6 : 824 S Mallard Dr - SU Fence)

# VILLAGE OF PALATINE

## SPECIAL USE & VARIATION APPLICATION

**Department of Planning & Zoning**  
200 E. Wood Street · Palatine, IL · 60067-5339  
Telephone: (847) 359-9047 · Fax (847) 963-6247

|                        |                         |                       |
|------------------------|-------------------------|-----------------------|
| <b>Office Use Only</b> | Project Planner         | Zoning Case #         |
|                        | Filing Fee              | Notification Deadline |
|                        | ZBA Public Hearing Date | Village Council Date  |



|                                                                                                                                                                                |                                                                                                                                   |                                  |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|
| <b>Background Information</b>                                                                                                                                                  | <b>PETITIONER(S)</b>                                                                                                              |                                  | <b>Business Name (if applicable)</b> |
|                                                                                                                                                                                | Eric Haney & Katie Haney                                                                                                          |                                  |                                      |
|                                                                                                                                                                                | Subject Property Address<br>824 S Mallard Dr, Palatine, IL 60067                                                                  |                                  |                                      |
|                                                                                                                                                                                | <b>AUTHORIZED AGENT (if applicable)</b>                                                                                           |                                  | <b>Business Name (if applicable)</b> |
|                                                                                                                                                                                | Address                                                                                                                           |                                  | City/State/Zip Code                  |
|                                                                                                                                                                                | Telephone                                                                                                                         | Fax                              | Email                                |
|                                                                                                                                                                                | Relationship to Petitioner (contractor, architect, etc.)                                                                          |                                  |                                      |
|                                                                                                                                                                                | <b>TYPE OF APPLICATION (check one)</b>                                                                                            |                                  |                                      |
|                                                                                                                                                                                | <input checked="" type="checkbox"/> Special Use <input type="checkbox"/> Special Use Amendment <input type="checkbox"/> Variation |                                  |                                      |
|                                                                                                                                                                                | Existing Zoning District<br>R1B                                                                                                   | Existing Land Use<br>Residential | Proposed Land Use<br>N/A             |
| Generally describe your request:                                                                                                                                               |                                                                                                                                   |                                  |                                      |
| Would like to install a 5ft white vinyl fence from the back northwest corner of my house, straight back to my back property line parallel to Illinois Ave with a 20ft setback. |                                                                                                                                   |                                  |                                      |
| The fence will not extend beyond the edge of my house, keeping the same setback (20ft) as the house along Illinois Ave.                                                        |                                                                                                                                   |                                  |                                      |
|                                                                                                                                                                                |                                                                                                                                   |                                  |                                      |
|                                                                                                                                                                                |                                                                                                                                   |                                  |                                      |
|                                                                                                                                                                                |                                                                                                                                   |                                  |                                      |

Attachment: Application (2021-6 : 824 S Mallard Dr - SU Fence)

**Required Materials**

- Filing Fee of \$ 360
- Application Form
- Plat of Survey (must show all current improvements and be sealed by an Illinois certified surveyor)
- Site Plan & Floor plan (dimension, location, and setbacks of all existing and proposed buildings) – **one 11x17 copy each, electronic version preferred**
- Real Estate Interest Disclosure Form (see attached)
- Proof of Ownership or Lease (e.g. Title Insurance Policy, Deed, or Purchase Contract)
- Business Plan (if applicable; including, but not limited to nature of business, hours of operation, number of employees, and menu)

**Additional Materials (as required by the Village)**

- Elevation Plan (front, side, and rear elevations of a proposed building), and/or Floor Plan (proposed interior layout) – **one 11x17 copy of each plan, electronic versions preferred**
- Engineering Plans (must indicate existing conditions, topography, storm water management, tree preservation, utility connections, detention calculations, and a cost estimate)
- Photographs (e.g. ground-level or aerials)
- Other materials as deemed necessary by the Village

**Petitioner Justification**

The Petitioner is required to present specific evidence related to each of the following standards to justify the request (paraphrased from Section 14.05 of the Palatine Zoning Ordinance). Answer the items below and attach a separate sheet if necessary. ***If you are applying for a Variation only, you do not need to answer these items.***

1. The use is deemed necessary for the public convenience at that location

This fence is intended to provide a safe area for kids and a dog to play freely in our backyard. This will ensure no balls/toys accidentally get thrown/kicked into public walkways or streets, and will prevent kids/dog from entering the street on Illinois Ave during busy commute/school hours.

2. The use is designed, located, and proposed to be operated that the public health, safety and welfare will be protected

The fence will be located in a manner (in line with house setback) that does not obstruct any views for cars at the intersection nor pedestrians walking/biking. The fence will be constructed and is designed to withstand 115 mph wind.

3. The use will not cause substantial injury to nearby property values

The 5ft vinyl fence will be appealing to the eye and will be framed/fronted by nicely manicured and maintained landscaping. The landscaping between the property line and proposed fence line already includes a solid line of shrubs along the sidewalk, 3 spruce trees, and a maple tree. The rear/west property line features hydrangeas between the proposed fence and property line as well.

4. With respect to live entertainment uses, the use shall not:

- a. Produce noise levels so great as to constitute an unreasonable interference for persons outside the confines of the establishment
- b. Impose undue health, sanitation or safety burdens on the village
- c. Create excessive demands on the Village of Palatine Police Department
- d. Be of a nature otherwise prohibited by law or village ordinance

5. For fence standards, see Section 14.05 of the Palatine Zoning Ordinance

The fence will follow the standards set forth including being 5ft in height, 5"x5" posts dug 36" below grade, and will be constructed with ActiveYards Dogwood Vinyl fencing: <https://www.activeyards.com/solutions/privacy/dogwood>

### III. PUBLIC HEARING

#### 1. 824 S. Mallard Drive

Notice was published in the Daily Herald on December 7, 2020 and mailed to the owners of the surrounding properties.

#### **Petitioner's Exhibits:**

1. Application for Special Use and Variation
2. Proof of Ownership
3. Plat of Survey/ Site Plan
4. Fence Elevations
5. Petitioner Justification Letter
6. Petitioner Photos
7. Letter of Support
8. Objection Letter #1
9. Public Notice

**Sworn in staff: Ms. Lyn Bremanis and Mr. Ben Vyverberg**

#### **Sworn in petitioner: Mr. Eric Haney 824 S Mallard**

Mr. Haney explained they are looking to create a safe space for their 2 year old son and dog. He stated they are looking to expand their family and looking to provide safe space because it is high traffic intersection. He stated his main concern is safety and privacy. Mr. Haney stated they elected to reduce the fence height to 5ft because of the objections in consideration to the neighbors' concerns. He referred to the plat of survey/site plan slide showing the location of the fence at code would be in the middle of their home. He referred to the existing conditions slide to show the existing landscaping and existing chain link fence that runs to the property line. Mr. Haney stated the neighbors behind and across the street have no issues. He stated the installation will follow all Village code and guidelines.

Mr. Luszczyk asked if the neighbor who objected to the 6ft fence is okay with a 5ft fence.

Mr. Haney stated in his opinion they don't want a fence at all. He explained they spoke before they drew up plans and tried to work with their concerns.

Ms. Bremanis clarified the location of the neighbor.

Mr. Luszczyk asked if the blue line on site plan slide is permitted is permitted. Ms. Bremanis answered yes.

Mr. Haney clarified the relief is needed to put the fence at 20ft rather than 35ft. He restated at 35ft the fence is in the middle of his house and patio.

Ms. Bremanis gave a brief overview stating the property is zoned R-1B with a setback of 35ft. She stated they are requesting a 20ft setback which is in line with

his house. She stated it does not break any covenants or restrictions for Hunting Ridge subdivision. She referred to the aerial slide to show the stars that indicate similar situations of fences in a side yard abutting a front yard. She stated Community Services and Engineering have reviewed and have no issues. Ms. Bremanis referred to existing conditions slides to show location of proposed fence.

Mr. Pirog asked where the second objector lives

Ms. Bremanis stated they live on Pintail showing location on the aerial slide.

Ms. Roth-Wurster asked if line of site was looked at during departmental review.

Ms. Bremanis answered yes pointing out the fence will be setback 20ft.

### **STAFF RECOMMENDATION:**

In the original Administrative Special Use application, the Petitioner requested a six (6) foot fence. Due to the concerns expressed by several of the surrounding property owners, the fence height was reduced to five (5) feet. The Petitioner is requesting to install a 5-foot tall solid vinyl fence located 20 feet from the lot line adjacent to W. Illinois Avenue. There are several fences in the area that encroach into the side yard abutting a street, and there is an existing hedge row and other landscaping between the fence and lot line, which will remain. Hunting Ridge Unit 2 was annexed into the Village in 1967 and initially zoned R-2 single-family residential. It was subsequently rezoned to its current R-1 B classification in 1970. During the intervening 3 years, there were several lots which were developed under the R-2 zoning district requirements. Those appear to include the other identified corner lots with 20-foot (35-feet is the current R-1 B requirement) side yard abutting a street setbacks and associated fencing.

Staff does not believe that the proposed fence will create any line of sight issues for adjacent properties, as it will be at least 20 feet from the lot line, aligned with the existing home, and maintained behind the existing landscaping. There is an existing chain link fence on the property directly west of the Subject Lot, which extends along the shared property line and terminates at the sidewalk right-of-way. Finally, it should not have a negative impact on the surrounding properties. Therefore, Staff recommends approval of the proposed Special use to the Zoning Board of Appeals, subject to the following condition:

1. The Special Use shall substantially conform to the site plan submitted by the Petitioner, Eric Haney, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The landscaping on the north side of the fence shall either be maintained or replaced in the future, if necessary, in a manner acceptable to the Village of Palatine.

Mr. Cavanaugh asked if the petitioner elected himself to reduce the height to

appease neighbors and it didn't make anyone happy.  
Ms. Bremanis answered that is correct.

Mr. Cavanaugh asked if either objectors' opinions changed.  
Mr. Haney answered no explaining they thought it had been taken care of but then they added the new objection letter.

There were no further questions. The public hearing was closed.

**Mr. Cavanaugh made a motion to approve subject staff's conditions; seconded by Mr. Luszcak.**

### **DELIBERATIONS:**

Mr. Cavanaugh stated the 2 main things to consider in fences like this is effect of home values and line of site. He stated there are no obvious line of site issues. He stated once the fence is installed it will make the home look nicer and if anything will improve values in the neighborhood and provide the needed safety for the family.

Ms. Wood stated there is no problem with the public health safety and welfare and negative impact on the value is subjective. She stated it is not personal opinion when looking at the fence requests rather the impact based on the circumstances. She pointed out there are other similar fences in the area and only a small portion requires relief. Ms. Wood stated she doesn't think it will have a negative impact.

**Ms. Wood summarized that this request has met the standards and was unanimously approved by a vote of 6-0. This item will tentatively go to Village Council on January 11, 2021.**

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMENDED TO APPROVE [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Kevin Cavanaugh, Commissioner                           |
| <b>SECONDER:</b> | James Dittrich, Commissioner                            |
| <b>AYES:</b>     | Roth-Wurster, Wood, Luszcak, Cavanaugh, Dittrich, Pirog |
| <b>ABSENT:</b>   | Larson, McGinn                                          |

**PUBLIC NOTICE**

A public hearing will be held before the Palatine Zoning Board of Appeals on Tuesday, December 22, 2020 at 7:00 PM, in the Village Council Chambers in the Palatine Village Hall, 200 E. Wood Street, relative to a request for the following: **Special Use to permit a fence in the rear yard abutting the side lot line of the front yard of an adjacent lot pursuant to Section 6.03 (b) (6) (b) of the Village of Palatine Zoning Ordinance.**

The property is commonly known as 824 S. Mallard Drive (02-28-204-005).

The Petitioner is proposing to install a six (6) foot tall solid fence, in the corner side yard, located 20 feet from the W. Illinois Avenue property line instead of the minimum required 35 feet.

The above petition has been filed by Eric Haney and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

FILE #: 20-63

VILLAGE OF PALATINE  
Jan Wood, Chair  
Palatine Zoning Board  
Of Appeals

DATED: This 7th day of  
December, 2020  
Published in Daily Herald  
December 7, 2020 (4555416)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery Morton Grove, Mt. Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 12/07/2020 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.  
DAILY HERALD NEWSPAPERS

BY

*Danula Baltz*  
Authorized Agent

Control # 4555416

Attachment: Public Notice (2021-6 : 824 S Mallard Dr - SU Fence)

# Consider an Ordinance Approving CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding

## BACKGROUND:

In response to the COVID-19 pandemic, the federal government, through the Department of Housing and Urban Development (HUD), allocated an additional \$413,922 (for a total of \$717,041) in special Community Development Block Grant (CDBG) funds to the Village of Palatine. These CDBG-COVID-19 (CDBG-CV) funds are to be used by the Village to respond to COVID-19-related needs, within the parameters and requirement guidance provided by HUD. All of the other entitlement communities in the Cook County HOME Consortium and North Suburban Network (including Mount Prospect, Arlington Heights, Schaumburg, Hoffman Estates and Des Plaines) also received CDBG-CV funds.

## KEY ISSUES:

In order to utilize these funds in a timely manner, the Village must approve a 2015-19 Consolidated and 2019 Action Plan Substantial Amendments to explain how it will use the CDBG-CV funds. HUD issued a waiver allowing for a minimum of a 5-day comment period, instead of the typical 30 days. Any eligible funds are to be expended, no later than the end of the CDBG 2021 program year (September 2022). Although HUD has provided some initial guidance and parameters for the expenditure of these funds, the requirements and processes continue to evolve. Any Village expenditures will have to comply with the process and eligibility requirements provided by HUD.

The full 2015-19 Consolidated and 2019 Action Plan Substantial Amendments are on the Village's Website at <https://www.palatine.il.us/163/News-Events>. The full text of the amendments are contained in the linked documents and are highlighted accordingly. The comment period was open from December 29<sup>th</sup>, with all comments due to be submitted by January 8th. There were no comments received.

The table below outlines the proposed allocations for the total CDBG-CV Funding:

|                            |                  |                                                                                                                           |
|----------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------|
| Administration             | \$10,000         | Administration of additional funds.                                                                                       |
| Public Service             | \$493,041        | Examples of uses could be overnight stay in hotels for homeless, meal on wheels for seniors, or social services provided. |
| Economic Development       | \$214,000        | Small business grants to benefit urgent need.                                                                             |
| <b>Total CV Allocation</b> | <b>\$717,041</b> | <b>NOTE - Staff will be report the expenditures back to the Village Council, through the warrant process.</b>             |

## STAFF RECOMMENDATION:

Staff recommends approvals of the proposed substantial amendments to the Village's 2015-2019 Consolidated and 2019 Action Plan Substantial Amendments.

## ACTION REQUIRED:

A motion to approve an ordinance adopting the Village of Palatine's 2015-19

## Consolidated and 2019 Action Plan Substantial Amendments.

### ATTACHMENTS:

- ORD 2019 CDBG-CV 2nd Amendment

|                  |                                                                  |
|------------------|------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Jim Schwantz, Mayor                                              |
| <b>SECONDER:</b> | Kollin Kozlowski, District 5 Councilman                          |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING AND APPROVING THE  
CDBG 2015-19 CONSOLIDATED AND 2019 ACTION PLAN SUBSTANTIAL  
AMENDMENTS FOR CDBG-CV3 FUNDING FOR THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, the Village of Palatine has prepared CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding to address the additional CDBG–CV funding through the Community Development Block Grant; and

WHEREAS, a Public Meeting was held by the Village Council on January 11, 2021 to review the CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding; and

WHEREAS, the CDBG-CV allocation from the Office of Community Planning and Development (HUD) for Village of Palatine is \$413,922 within the federal Community Development Block Grant (CDBG) Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) oversees the Village's use of the funds; and

WHEREAS, the Village of Palatine is required to submit a CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding; and

WHEREAS, the CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding shall be submitted to HUD through Cook County Home Consortium to start retroactively March 1, 2020; and

Attachment: ORD 2019 CDBG-CV 2nd Amendment (2021-7 : 2019 Substantial Action Plan Amendment CDBG-CV3)

WHEREAS, the Mayor and Village Council of the Village of Palatine has determined that the CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding can be of benefit in providing for resident's health, safety, and welfare and in meeting the community development and housing needs of its citizens.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois:

**SECTION 1:** The Mayor and Village Council of the Village of Palatine hereby approves the attached CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding, which includes an allocation of Community Development Block Grant funds in the amount of \$413,922.

**SECTION 2:** The Mayor and Village Council of the Village of Palatine hereby authorizes the Village Manager to prepare and forward to the U.S. Department of Housing and Urban development a submission of CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding in accordance with federal guidelines. This Plan includes an application for federal Community Development Block Grant funds.

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

**PASSED:** This \_\_\_\_ day of \_\_\_\_\_, 2021

**AYES:**\_\_\_\_ **NAYS:**\_\_\_\_ **ABSENT:**\_\_\_\_ **PASS:**\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor of the Village of Palatine

**ATTESTED** and **FILED** in the office of the Village Clerk this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Village Clerk

# Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services

**BACKGROUND:** One of the few remaining components of the implementation of the Village's Bike Plan is the connection of the bikeway system to the Forest Preserve at the Smith/Dundee intersection. The proposed path will connect the existing bike route on Smith Street to the path in the Deer Grove Forest Preserve. In addition, Smith Street will be signed as a bike route between Dundee Road and Cunningham Drive. The County has agreed to fund \$115,000 of the total project cost (\$210,000). Phase I engineering has already been completed by Christopher B. Burke Engineering, Ltd. (CBBEL). CBBEL has submitted a proposal for phase II engineering services in the amount of \$28,606. Funds for these services are provided for in the CY2021 Capital Budget.

## **KEY ISSUES:**

- Phase I design has been completed.
- The Palatine Bike Club is in support of the connection.
- The Bicycle Transportation Plan recommends this connection.
- The Cook County Forest Preserve District has given preliminary approval of the plan.
- Christopher B. Burke Engineering, LTD has provided exceptional services on this project to date.
- Their proposed fee for the phase II engineering is \$28,606 which is within the project's budget

## **ALTERNATIVES:**

1. Authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.
2. Refer back to Staff with comment.

## **RECOMMENDATION:**

It is recommended that the Village Manager be authorized to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.

## **ACTION REQUIRED:**

Motion authorizing the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.

## **ATTACHMENTS:**

- Palatine Smith Street Connector Path\_REV 122220
- PALATINE PATH CONNECTOR PLAN

**RESULT:** MOTION CARRIED BY VOICE VOTE BY CONSENT VOTE  
[UNANIMOUS]  
**MOVER:** Kollin Kozlowski, District 5 Councilman  
**SECONDER:** Scott Lamerand, District 2 Councilman  
**AYES:** Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

May 7, 2019  
**REVISED January 8, 2020**  
**REVISED December 22, 2020**

Village of Palatine  
200 E. Wood Street  
Palatine, IL 60067

Attention: Mr. Harry Spila, ALA, CBO, LEED AP  
Director of Community Service

Subject: Smith Street Connector Path  
Phase II Engineering Services

Dear Mr. Spila:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for design engineering services for the subject project. CBBEL will perform Phase II Engineering Services for the construction of an at-grade 8' or 10' wide asphalt path from the Forest Preserve District of Cook County's (FPDCC) maintenance drive to the intersection of Dundee Road at Smith Street. A new crossing and pedestrian signal will be designed to cross Dundee Road and Smith Street. The proposed path will connect the existing bike route on Smith Street to the path in the Deer Grove Forest Preserve. In addition, Smith Street will be signed as a bike route between Dundee Road and Cunningham Drive. This proposal includes our Understanding of the Assignment, Scope of Services, Anticipated Schedule, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the Village now would like to move forward with Phase II Engineering and subsequently construction. Because Dundee Road is a state route, a permit will be required from IDOT. An IGA will be required with FPDCC.

**SCOPE OF SERVICES**

We propose the following scope of services for this project:

**PHASE II**

**Task 1 – Data Collection, Review and Kick-Off Meeting**

CBBEL will collect and review data to be utilized for the preparation of a Phase II Plans. CBBEL will meet with Village staff and review all data, the scope and the schedule for the project.

**Task 2 – Topographic Survey**

CBBEL will complete a topographic survey of the project limits and draft the existing conditions at a scale of 1"= 20'. We may utilize the services of Drone Ascent LLC for some of the topographic information. The existing conditions plan will be used as the basis of the design.

**Task 3 – Utility Coordination**

Upon notice to proceed, CBBEL will send a location map to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions plan. CBBEL will then send preliminary plans with potential conflicts identified, and will set up meetings to discuss necessary utility relocations or plan adjustments. A set of pre-final plans will be submitted to utility companies for verification of facilities. Bid set plans will be provided to the utilities to design any necessary relocations.

**Task 4 – Agency Coordination**

Because the path is on IDOT and FPDCC property, a significant amount of coordination will be required with them. Preliminary plans will be created showing preliminary path alignment. CBBEL will provide preliminary plans to Village, IDOT, and FPDCC. We expect that up to two meetings will be required for coordination.

**Task 5 – Pre-final Plans, Specifications and Cost Estimate**

Once comments on preliminary plans are received, CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with all Village and IDOT design criteria.

The pre-final plans will include the following sheets:

| <u>No.</u> | <u>Sheet Title</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Cover Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1          | General Notes <ul style="list-style-type: none"> <li>• Including Village / IDOT / FPDCC standard notes and additional major notes to clarify project's intent and define incidental items</li> </ul>                                                                                                                                                                                                                                                                                                                          |
| 1          | Alignment, Ties and Benchmarks sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1          | Typical cross sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1          | Summary of Quantities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1          | Path Plan and Profile sheets showing (1"=20') <ul style="list-style-type: none"> <li>• Existing topography, drainage structures and sewers and other utilities</li> <li>• Items to be removed or adjusted</li> <li>• Existing property lines and street addresses</li> <li>• Proposed horizontal and vertical alignment</li> <li>• Proposed edge of pavement, shoulder, etc.</li> <li>• Any proposed drainage and utility structures and pipe in plan and profile</li> <li>• Existing utilities to remain in place</li> </ul> |
| 1          | Pavement Marking Plan (Dundee and Smith)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1          | Signage Plan (Smith Street – Dundee to Cunningham)                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4          | Pedestrian Signal Plans (See Task 6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2          | Landscaping and Erosion Control Plan / Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1          | Construction Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1          | D-1 Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <u>1</u>   | <u>Cross Sections</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 17         | TOTAL SHEET COUNT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

CBBEL will use IDOT standard pay items and standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed.

CBBEL will also make any required submittals to IDOT and FPDCC for approval.

#### **Task 6 – Pedestrian Signal Plans**

CBBEL will design and prepare plans for a new pedestrian signalized crossing at Dundee Road and Smith Street. Design will be in accordance with IDOT standards as Dundee Road is a state route.

#### **Task 7 – Final Plans, Specifications and Estimates**

Upon meeting with the Village staff and IDOT to review their comments on the pre-final submittal, and receiving comments from FPDCC, CBBEL will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided.

#### **Task 8 – Bid Documents**

CBBEL will make the final revisions to the final submittal based on the Village's and IDOT's final review comments. The requested number of copies of plans and specifications will be submitted to IDOT and the Village. A final estimate of cost estimate will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format.

#### **Task 9 – QC/QA, Meetings, and Administration**

CBBEL will attend meetings with client; IDOT and in-house meetings. CBBEL will complete all coordination necessary with IDOT as required. Staff will be responsible for progress reports, scheduling, invoicing, technical direction of staff, project management and coordination.

CBBEL will complete an internal QC/QA review of all of our required submittals.

#### **Exclusions:**

This proposal does not include plats, right-of-way services, lighting, structural design or environmental soil testing.

### **ESTIMATE OF FEE**

CBBEL's proposed not-to-exceed fee for this project is \$28,606. We have provided a breakdown of engineering costs for this project for your use.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs include printing, copying, messenger, mailing, mileage, tolls and excludes permits/review fee required by agencies.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael Kerr, PE  
President

- Encl. Schedule of Charges
- General Terms and Conditions
- Work Hours/ Staff Hour Breakdown

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR VILLAGE OF PALATINE.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

JGS  
N:\PROPOSALS\ADMIN\2020\Palatine Smith Street Connector Path\_REV 122220.docx

Work Hours  
Christopher B. Burke Engineering, Ltd.

Village of Palatine  
Smith Street Connector Path  
Staff hour Breakdown (2016 Rates)

| TASK                                    | Engineer<br>VI | Engineer or<br>Survey<br>IV | Engineer<br>III | CAD<br>II | Survey<br>Crew | Hours | TOTAL<br>\$  |
|-----------------------------------------|----------------|-----------------------------|-----------------|-----------|----------------|-------|--------------|
| PHASE II DESIGN ENGINEERING             |                |                             |                 |           |                |       |              |
| 1 - Data Collection/Kick-Off Meeting    | 2              | 4                           |                 |           |                | 6     | \$ 1,072.00  |
| 2 -Topographic Survey                   |                | 2                           |                 | 6         | 8              | 16    | \$ 2,536.00  |
| 3 - Utility Coordination                |                |                             | 2               |           |                | 2     | \$ 276.00    |
| 4 - Agency Coordination                 | 8              | 16                          |                 |           |                | 24    | \$ 4,288.00  |
| 5 - Pre-Final Plans, Specs and Estimate | 6              |                             | 40              | 2         |                | 48    | \$ 7,128.00  |
| 6 - Pedestrian Signals                  | 4              | 12                          | 24              | 20        |                | 60    | \$ 8,224.00  |
| 7 - Final Plans, Specs, and Estimate    | 4              |                             | 10              |           |                | 14    | \$ 2,308.00  |
| 8 - Bid Documents                       | 2              |                             | 6               |           |                | 8     | \$ 1,292.00  |
| 9 - QA/QC, Meetings and Administration  | 4              | 2                           |                 |           |                | 6     | \$ 1,232.00  |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
|                                         |                |                             |                 |           |                |       |              |
| Total Hours per Classification          | 30             | 36                          | 82              | 28        | 8              | 184   | \$ 28,356.00 |
| Hourly Rate                             | \$232.00       | \$152.00                    | \$138.00        | \$108.00  | \$198.00       |       |              |
|                                         |                |                             |                 |           |                |       |              |
| Direct Costs                            |                |                             |                 |           |                |       | \$ 250.00    |
|                                         |                |                             |                 |           |                |       |              |
| Total                                   |                |                             |                 |           |                |       | \$ 28,606.00 |

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2016**

| <u>Personnel</u>                       | <u>Charges*</u><br><u>(\$/Hr)</u> |
|----------------------------------------|-----------------------------------|
| Principal                              | 257                               |
| Engineer VI                            | 232                               |
| Engineer V                             | 191                               |
| Engineer IV                            | 152                               |
| Engineer III                           | 138                               |
| Engineer I/II                          | 109                               |
| Survey V                               | 213                               |
| Survey IV                              | 180                               |
| Survey III                             | 153                               |
| Survey II                              | 111                               |
| Survey I                               | 87                                |
| Engineering Technician V               | 180                               |
| Engineering Technician IV              | 146                               |
| Engineering Technician III             | 131                               |
| Engineering Technician I/II            | 114                               |
| CAD Manager                            | 159                               |
| Assistant CAD Manager                  | 139                               |
| CAD II                                 | 138                               |
| CAD I                                  | 108                               |
| GIS Specialist III                     | 132                               |
| GIS Specialist I/II                    | 73                                |
| Landscape Architect                    | 152                               |
| Environmental Resource Specialist V    | 195                               |
| Environmental Resource Specialist IV   | 150                               |
| Environmental Resource Specialist III  | 126                               |
| Environmental Resource Specialist I/II | 103                               |
| Environmental Resource Technician      | 99                                |
| Administrative                         | 98                                |
| Engineering Intern                     | 59                                |
| Information Technician III             | 116                               |
| Information Technician I/II            | 107                               |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

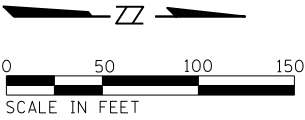
The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



|           |      |                    |  |  |       |            |  |             |  |
|-----------|------|--------------------|--|--|-------|------------|--|-------------|--|
|           |      |                    |  |  |       | DSGN.      |  |             |  |
|           |      |                    |  |  |       | DWN.       |  |             |  |
|           |      |                    |  |  |       | CHKD.      |  |             |  |
|           |      |                    |  |  |       | SCALE:     |  | *SCALE*     |  |
|           |      |                    |  |  |       | PLOT DATE: |  | *DATE*      |  |
|           |      |                    |  |  |       | CAD USER:  |  | *USER*      |  |
|           |      |                    |  |  |       | MODEL:     |  | *MODELNAME* |  |
| NO.       | DATE | NATURE OF REVISION |  |  | CHKD. | MODEL:     |  | *MODELNAME* |  |
| FILE NAME |      | *FILE*             |  |  |       |            |  |             |  |

TITLE:

**PROPOSED PATH CONNECTION  
SMITH STREET TO JENS JENSEN  
FOREST PRESERVE PATH**

|             |  |
|-------------|--|
| PROJ. NO.   |  |
| DATE:       |  |
| SHEET OF    |  |
| DRAWING NO. |  |

# Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan

**BACKGROUND:** One of the remaining components of the implementation of the Village's Bike Plan is the connection of the bikeway system to the Forest Preserve. Because this connector path is on the Cook County Forest Preserve Property, they are requiring the Village to follow their Tree Mitigation Plan. This requires a licensed arborist to locate, measure, rate and identify the species of all trees greater than 4" within the construction limits. Then the "value" of all trees that need to be removed to construct the path must be calculated using the Forest Preserve's tree valuation method. Christopher B. Burke Engineering, Ltd. (CBBEL) has submitted a proposal for Tree Mitigation Plan services in the amount of \$3,800. Funds for these services are provided for in the CY2021 Capital Budget.

## KEY ISSUES:

- The Cook County Forest Preserve District has given preliminary approval of the plan.
- Christopher B. Burke Engineering, LTD has provided exceptional services on this project to date.
- The proposed fee for the tree mitigation plan of \$3,800 is within the project's budget.
- The County has agreed to fund \$115,000 of the total project cost.
- Total project cost is estimated to be \$210,000.
- The Park District will share in the cost.
- Phase I design has been completed.
- The Palatine Bike Club is in support of the connection.
- The Bicycle Transportation Plan recommends this connection.

## ALTERNATIVES:

1. Authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.
2. Refer back to Staff with comment.

## RECOMMENDATION:

It is recommended that the Village Manager be authorized to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.

## ACTION REQUIRED:

Motion authorizing the Village Manager to execute a contract with Christopher B. Burke

Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.

**ATTACHMENTS:**

- PalatineSmithStreetConnectorPath Tree Plan\_12222020
- PALATINE PATH CONNECTOR PLAN

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>MOTION CARRIED BY VOICE VOTE BY CONSENT VOTE<br/>[UNANIMOUS]</b> |
| <b>MOVER:</b>    | Kollin Kozlowski, District 5 Councilman                             |
| <b>SECONDER:</b> | Scott Lamerand, District 2 Councilman                               |
| <b>AYES:</b>     | Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms    |

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 18, 2020

**REVISED December 22, 2020**

Village of Palatine  
200 E. Wood Street  
Palatine, Illinois 60067

Attention: Harry Spila, ALA, CBO, LEED AP  
Director of Community Services

Subject: Smith Street Connector Path  
Cook County Forest Preserve Tree Mitigation Plan

Dear Mr. Spila:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for environmental services for the above referenced project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

### **UNDERSTANDING OF THE ASSIGNMENT**

Because the proposed path is on the Cook County Forest Preserve Property, they are requiring the Village to follow their Tree Mitigation Plan. This requires a licensed arborist to locate, measure, rate and identify the species of all trees greater than 4" within the construction limits. Then the "value" of all trees that need to be removed to construct the path must be calculated using the Forest Preserve's tree valuation method.

### **SCOPE OF SERVICES**

Task 1 – Tree Inventory and Mitigation Evaluation: CBBEL staff will tag all trees greater than or equal to 4" diameter at breast height on the subject site. CBBEL will provide a tree inventory listing including size, species, condition, form and general comments regarding the quality of the identified trees. Each tree will be evaluated and assigned a number rating from 1 – 5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals.

CBBEL staff will use the Forest Preserve District of Cook County (FPDCC) Tree Mitigation Plan to assess the value of the identified trees that will need to be removed based on species and size in relation to the stated methodology for tree valuation. This assessment will provide a dollar value for each tree to be removed based on the approved methodology.

CBBEL staff will locate the identified trees with a handheld GPS device and provide the coordinates to overlay the tree locations on the project plans. This task does not include a professional field survey locating the identified trees. Higher quality trees to be avoided by the proposed project activities may need to be professionally surveyed under a supplemental proposal.

### **FEE ESTIMATE**

We estimate the cost of the services to be the following:

|        |          |
|--------|----------|
| Task 1 | \$ 3,800 |
|--------|----------|

We will establish our contract in accordance with the attached Schedule of Charges and General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates specified.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael Kerr, PE  
President

Encl. General Terms and Conditions  
Schedule of Charges

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR VILLAGE OF PALATINE:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2016**

| <u>Personnel</u>                       | <u>Charges*</u><br><u>(\$/Hr)</u> |
|----------------------------------------|-----------------------------------|
| Principal                              | 257                               |
| Engineer VI                            | 232                               |
| Engineer V                             | 191                               |
| Engineer IV                            | 152                               |
| Engineer III                           | 138                               |
| Engineer I/II                          | 109                               |
| Survey V                               | 213                               |
| Survey IV                              | 180                               |
| Survey III                             | 153                               |
| Survey II                              | 111                               |
| Survey I                               | 87                                |
| Engineering Technician V               | 180                               |
| Engineering Technician IV              | 146                               |
| Engineering Technician III             | 131                               |
| Engineering Technician I/II            | 114                               |
| CAD Manager                            | 159                               |
| Assistant CAD Manager                  | 139                               |
| CAD II                                 | 138                               |
| CAD I                                  | 108                               |
| GIS Specialist III                     | 132                               |
| GIS Specialist I/II                    | 73                                |
| Landscape Architect                    | 152                               |
| Environmental Resource Specialist V    | 195                               |
| Environmental Resource Specialist IV   | 150                               |
| Environmental Resource Specialist III  | 126                               |
| Environmental Resource Specialist I/II | 103                               |
| Environmental Resource Technician      | 99                                |
| Administrative                         | 98                                |
| Engineering Intern                     | 59                                |
| Information Technician III             | 116                               |
| Information Technician I/II            | 107                               |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

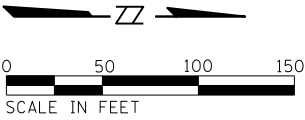
The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



|           |        |                    |       |            |             |  |
|-----------|--------|--------------------|-------|------------|-------------|--|
|           |        |                    |       | DSGN.      |             |  |
|           |        |                    |       | DWN.       |             |  |
|           |        |                    |       | CHKD.      |             |  |
|           |        |                    |       | SCALE:     | *SCALE*     |  |
|           |        |                    |       | PLOT DATE: | *DATE*      |  |
|           |        |                    |       | CAD USER:  | *USER*      |  |
| NO.       | DATE   | NATURE OF REVISION | CHKD. | MODEL:     | *MODELNAME* |  |
| FILE NAME | *FILE* |                    |       |            |             |  |

TITLE:

**PROPOSED PATH CONNECTION  
SMITH STREET TO JENS JENSEN  
FOREST PRESERVE PATH**

|             |  |
|-------------|--|
| PROJ. NO.   |  |
| DATE:       |  |
| SHEET OF    |  |
| DRAWING NO. |  |

# Consider a Motion Authorizing the Village Manager to Purchase a Replacement Public Works Pickup Truck

## BACKGROUND:

As part of the Capital Equipment Budget for 2021, the Village Council has appropriated \$32,780 in funds for the replacement of one Public Works pickup truck. This truck (T-375) is a 2009 Ford F-250 pickup utilized by the Streets Division Coordinator of Public Works. This vehicle is recommended for replacement after an inspection, evaluation, and life-cycle cost analysis.

## KEY ISSUES:

- The Northwest Municipal Conference Suburban Purchasing Cooperative (SPC) has awarded contract #178 for 2021 Ford F-250 pickup trucks through Currie Motors Fleet of Frankfort, Illinois.
- Local governments are permitted to purchase vehicles through these joint-purchase bids, and take advantage of the purchasing power and attractive pricing.
- The total cost to purchase this vehicle through the SPC contract is \$33,381.
- Budgeted funds are \$32,780, which will leave a shortfall of \$601 for this purchase. This will be made up from savings on other capital purchases.

## ALTERNATIVES:

1. Authorize the Village Manager to purchase one 2021 Ford F-250 pickup truck from Currie Motors utilizing the SPC Contract.
2. Refer back to Staff with comments.

## RECOMMENDATION:

Staff recommends authorizing the Village Manager to purchase one 2021 Ford F-250 pickup truck through the Suburban Purchasing Cooperative Contract #178 from Currie Motors in the amount of \$33,381.

## BUDGET IMPACT:

Funds in the amount of \$32,780 have been appropriated in the Capital Vehicle Replacement Budget for this purchase. The shortfall of \$601 will be offset by savings on other vehicle and equipment purchases in 2021.

## ACTION REQUIRED:

Motion to authorize the Village Manager to purchase one 2021 Ford F-250 pickup truck through the Suburban Purchasing Cooperative Contract #178 from Currie Motors Fleet of Frankfort, Illinois in the amount of \$33,381.

## ATTACHMENTS:

- Capital Budget Page
- Purchase Memorandum
- 2021 Ford F-250 Order Sheet

**RESULT:**        **APPROVED BY VOICE VOTE [UNANIMOUS]**  
**MOVER:**        Scott Lamerand, District 2 Councilman  
**SECONDER:**   Tim Millar, District 1 Councilman  
**AYES:**         Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

## Capital

2021 *thru* 2025

## Village of Palatine, IL

Department 52-Public Works

Contact Matt Dusckett

Type Equipment

Useful Life 10 years

Category Vehicles &amp; Equipment

Project # VE 0003

Project Name Public Works Vehicle Replacements

Account # 401-52-75-6070 625

## Description

CY 2021 Replacements

\$ 177,170 - T369 2009 5 Ton Dump Street Maintenance (Replace with the same)

177,170 - T370 2009 5 Ton Dump Street Maintenance (Replace with the same)

177,170 - T372 2009 5 Ton Dump Street Maintenance (Replace with the same)

32,780 - T375 2009 F-250 Pickup Street Coordinator (Replace with the same) ←

## Justification

This program provides the planned replacement of necessary Public Works vehicles in order to prevent obsolescence, maintain the functionality of the Department, and enhance operational efficiency.

| Prior   | Expenditures | 2021    | 2022    | 2023    | 2024    | 2025    | Total     |
|---------|--------------|---------|---------|---------|---------|---------|-----------|
| 116,180 | Equipment    | 564,290 | 637,430 | 731,150 | 438,775 | 430,795 | 2,802,440 |
| Total   | Total        | 564,290 | 637,430 | 731,150 | 438,775 | 430,795 | 2,802,440 |

| Prior   | Funding Sources         | 2021    | 2022    | 2023    | 2024    | 2025    | Total     |
|---------|-------------------------|---------|---------|---------|---------|---------|-----------|
| 116,180 | Capital Equipment - 401 | 564,290 | 637,430 | 731,150 | 438,775 | 430,795 | 2,802,440 |
| Total   | Total                   | 564,290 | 637,430 | 731,150 | 438,775 | 430,795 | 2,802,440 |

Attachment: Capital Budget Page (Purchase Public Works Pickup Truck)

## MEMORANDUM

**To:** Matt Barry, Director of Public Works  
**From:** Matt Dusckett, Fleet Services Coordinator  
Dan Neyfeldt, Street Coordinator  
**Date:** December 29, 2020  
**Subject:** Replacement of a Public Works Pickup Truck

**Issue:** As part of the Capital Vehicle Replacement Budget for CY 2021, the Village Council has appropriated \$32,780 in funds for the replacement of a public works pickup truck. This truck (T-375) is a 2009 Ford F-250 pickup utilized by the Street Coordinator at Public Works. This vehicle is recommended for replacement after an inspection, evaluation, and life-cycle cost analysis.

**Analysis:** The Northwest Municipal Conference Suburban Purchasing Cooperative (SPC) has awarded a bid (Contract# 178) for the 2021 Ford F-250 pickup through Currie Motors Fleet of Frankfort, Illinois. Local governments are permitted to purchase vehicles through these joint-purchase bids, and take advantage of the purchasing power and attractive pricing. I have detailed the purchase pricing below:

### **Public Works Pickup Truck Replacement – Budget \$32,780.00**

|                                                   |         |                    |
|---------------------------------------------------|---------|--------------------|
| 2021 Ford F-250 2-Wheel Drive Pickup (Base Price) | SPC Bid | \$22,760.00        |
| <b><u>Options:</u></b>                            |         |                    |
| 4X4 - Shift On the Fly                            |         | \$ 2,753.00        |
| Snow Plow Prep Package (473)                      |         | \$ 228.00          |
| Power Equipment Group (90L)                       |         | \$ 832.00          |
| Sync-3 Enhanced Communication                     |         | \$ 410.00          |
| Rear CHMSL Camera-Displays in Center Stack (873)  |         | \$ 182.00          |
| Drop-in Bed Liner (85L)                           |         | \$ 323.00          |
| 8' Boss Snow Plow                                 |         | \$ 5,277.00        |
| Hand Held Plow Control                            |         | \$ 90.00           |
| Steel 40/Console/40 Vinyl Front Seat              |         | \$ 323.00          |
| License & Title – (M-Plate)                       |         | \$ 203.00          |
| <b>TOTALS</b>                                     |         | <b>\$33,381.00</b> |

Exterior color – Race Red

Interior color – Steel

Budgeted funds are \$32,780 which will leave a shortfall of \$601.00 for the purchase. This will be made up from savings on other capital purchases.

**Recommendation:** Staff recommends that the Village Council approve the purchase of one 2021 Ford F-250 pickup truck through the SPC Contract #178 from Currie Motors Fleet, 10125W Laraway, Frankfort, IL 60423, in the total amount of \$33,381.00. I have attached a copy of the capital budget project page, as well as the Currie Motors Fleet completed order form for this truck.

**Attachments:** Capital Budget “Project VE 0003” Page  
Currie Motors Fleet – SPC Contract # 178 Order Form

Attachment: Purchase Memorandum (Purchase Public Works Pickup Truck)



**2021 FORD F-250  
XL 4X2 PICK UP  
Contract# 178**



**Currie Motors Fleet**

**"Nice People to Do Business With"**

Order Cut-Off:  
TBD

Visit our new website

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

**Contract #178**

Attachment: 2021 Ford F-250 Order Sheet (Purchase Public Works Pickup Truck)



**Currie Motors Frankfort**

**SPC Contract Winner**

**2021 FORD F-250**

**XL 4x2 PICK UP**

**Standard Package: \$22,760.00**

Warranty 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8

(Flex Fuel)

6-Speed Automatic w/ Select Shift

4-Wheel Disc Brakes w/ABS

Front/Rear Black Painted Bumpers

Solar Tint Glass

Tailgate-Removable w/ Key Lock

3-Blink Lane Change Signal Front

Tow Hooks

Trailer Tow Package

Trailer Sway Control

17" Argent Steel Wheels

5 - LT245/75Rx17EBSW Tires

8' Bed Pickup

157 Amp Heavy Duty Alternator

650 CCA 72AH Battery

AM/FM/MP3-SYNC

Rear View Camera (optional on Box delete)

Twin I-Beam Front Axle w. coil spring

suspension H.D. Gas Shock Absorbers

Front Stabilizer Bar

Air Conditioner – Manual

Ford Pass Connect 4G

Wi- Fi Modem Ford

Telematics Prep

Manual Door Locks & Windows

Intermittent Windshield Wiper

Advance Trac with Roll Stability Control

Driver and Passenger Front & Side

Airbag/Curtain

Passenger Side Deactivation Switch

Free delivery within 50 miles of dealership

Attachment: 2021 Ford F-250 Order Sheet (Purchase Public Works Pickup Truck)

**Contract #178**

**Options – Body Style**

|                          |     |                                          |         |
|--------------------------|-----|------------------------------------------|---------|
| <input type="checkbox"/> |     | Super Cab with 6 ¾' Bed                  | 1849.00 |
| <input type="checkbox"/> |     | Crew Cab with 6 ¾' Bed                   | 3055.00 |
| <input type="checkbox"/> |     | 8' Bed-Requires Super/Crew Cab Upgrade   | 262.00  |
| <input type="checkbox"/> | 66D | Pick Up Box Delete (Spare Tire Optional) | -575.00 |

**Options – Powertrain**

|                          |     |                                                                                   |         |
|--------------------------|-----|-----------------------------------------------------------------------------------|---------|
| <input type="checkbox"/> | 99N | 7.3L Engine-Gasoline includes 10 speed Automatic Overdrive                        | 1861.00 |
| <input type="checkbox"/> | 99T | 6.7L OHV Power Stroke Diesel includes 10 speed Automatic Overdrive                | 9551.00 |
| <input type="checkbox"/> |     | 4x4- Includes Electronic Shift on the Fly                                         | 2753.00 |
| <input type="checkbox"/> |     | Limited Slip Axle                                                                 | 355.00  |
| <input type="checkbox"/> | 98F | Gaseous Prep (6.2L or 7.3L engine-does not include Conversion)                    | 286.00  |
| <input type="checkbox"/> | 98R | Operator Command Regeneration (requires Diesel Motor)                             | 228.00  |
| <input type="checkbox"/> | 86M | Dual Batteries (78 amp) req. 6.2L or 7.3L                                         | 191.00  |
| <input type="checkbox"/> | 41H | Engine Block Heater                                                               | 91.00   |
| <input type="checkbox"/> |     | Engine Idle Shut Down (N/A with reverse sensing)<br>Duration____Minutes           | 228.00  |
| <input type="checkbox"/> | 67B | Dual Extra Duty Alternators (requires Diesel Motor)                               | 104.00  |
| <input type="checkbox"/> | 67E | Extra Heavy Duty Alternator                                                       | 78.00   |
| <input type="checkbox"/> | 926 | Speed Limiting-65 MPH                                                             | 72.00   |
| <input type="checkbox"/> |     | Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor                        | 935.00  |
| <input type="checkbox"/> |     | Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor<br>with Snow Plow Prep | 1945.00 |
| <input type="checkbox"/> |     | 6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with<br>Snow Plow Prep    | 2120.00 |
| <input type="checkbox"/> |     | 6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with<br>Snow Plow Prep   | 2965.00 |

**Options – Wheels/Tires**

|                          |     |                                                              |        |
|--------------------------|-----|--------------------------------------------------------------|--------|
| <input type="checkbox"/> |     |                                                              |        |
| <input type="checkbox"/> | TBK | LT245/75Rx17E BSW A/S (4x2)                                  | STD    |
| <input type="checkbox"/> | TD8 | LT245/75Rx17E BSW A/S Plus (4x4)                             | STD    |
| <input type="checkbox"/> | TBM | LT245/75Rx17E BSW A/T                                        | 150.00 |
| <input type="checkbox"/> | TDX | LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg) | 241.00 |
| <input type="checkbox"/> | 512 | Full Size Spare with Box Delete Option                       | 269.00 |
| <input type="checkbox"/> | 51X | Spare Tire Delete for Pick Up                                | -78.00 |

**Options - Functional**

|                              |                                                                                                                                                                                                                                                                                                                                                                        |         |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <input type="checkbox"/> 41P | Skid Plates-Not Available with 66D Box Delete Regular Cab Only                                                                                                                                                                                                                                                                                                         | 91.00   |
| <input type="checkbox"/> 53Q | F-250 Trailer Tow High Capacity with Ultimate Trailer Tow Back Up System and Pro Trailer Back Up System<br><b>Requires:</b><br><ul style="list-style-type: none"> <li>• 6.7L Power Stroke® Diesel engine(99T)</li> <li>• Power Equipment Group(90L)</li> <li>• STX Appearance Package(17S)</li> <li>• SYNC® 3(913)</li> <li>• Trailer Brake Controller(52B)</li> </ul> | 1456.00 |
| <input type="checkbox"/> 592 | LED Roof Marker Lights                                                                                                                                                                                                                                                                                                                                                 | 87.00   |
| <input type="checkbox"/> 85G | Tailgate Step-N/A with 66D Box Delete                                                                                                                                                                                                                                                                                                                                  | 341.00  |
| <input type="checkbox"/> 85S | Tough Bed Spray-In Liner- NA 66D Box Delete                                                                                                                                                                                                                                                                                                                            | 542.00  |
| <input type="checkbox"/> 43B | Rear Defroster (requires Privacy Glass and 90L Power Group)                                                                                                                                                                                                                                                                                                            | 55.00   |
| <input type="checkbox"/> 924 | Privacy Glass (requires 43B and 90L)                                                                                                                                                                                                                                                                                                                                   | N/C     |
| <input type="checkbox"/> 52B | Trailer Brake Controller                                                                                                                                                                                                                                                                                                                                               | 246.00  |

**Options - Groups/Packages**

|                              |                                                                                                                                                                                                                                                                                                                      |                                            |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> 96V | <b>XL Value Package</b><br>Includes- Cruise control Bright Chrome Hub Covers Front/Rear Chrome Bumper (not available with STX Appearance PKG)                                                                                                                                                                        | 360.00                                     |
| <input type="checkbox"/> 17S | <b>STX Appearance Package</b> <ul style="list-style-type: none"> <li>▪ Bright Chrome Grille</li> <li>▪ Chrome Front / Rear Bumpers</li> <li>▪ STX Vent Badge</li> <li>▪ 18" Sparkle Cast Aluminum Wheels (SRW Only)</li> <li>▪ LT275/65Rx18E BSW Tires</li> <li>▪ Speed Control</li> </ul>                           | 1661.00                                    |
| <input type="checkbox"/> 90L | <b>Power Equipment Group</b> <ul style="list-style-type: none"> <li>▪ Heated power mirrors with integrated clearance lamps/turn signals/Convex</li> <li>▪ Perimeter Alarm</li> <li>▪ Accessory Delay</li> <li>▪ Power Windows/Locks/Tailgate Lock</li> <li>▪ Remote Keyless</li> <li>▪ Upgraded door trim</li> </ul> | -Regular Cab 832.00<br>-Crew/Super 1024.00 |
| <input type="checkbox"/> 17X | <b>Fx4 Off Road Package</b> <ul style="list-style-type: none"> <li>▪ Hill Descent Control</li> <li>▪ Rancho Branded Shocks</li> <li>▪ Transfer Case &amp; Fuel Tank SkidPlates</li> </ul> N/A with Pickup Box Delete -cont. below                                                                                    | 364.00                                     |

**Contract #178**

Attachment: 2021 Ford F-250 Order Sheet (Purchase Public Works Pickup Truck)



|                              |                                                                                                                                                                                                                                                                                      |         |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
|                              | Requires 4x4, All Terrain Tires and Locking Differential                                                                                                                                                                                                                             |         |
| <input type="checkbox"/> 473 | <b>Snow Plow Prep Package</b> (Requires 4x4) <ul style="list-style-type: none"> <li>▪ Upgraded Front Springs</li> <li>▪ Extra Heavy-Duty Alternator</li> </ul>                                                                                                                       | 228.00  |
| <input type="checkbox"/> 47B | <b>Snow Plow/Camper Package</b> <ul style="list-style-type: none"> <li>▪ Upgraded front springs for snow plow</li> <li>▪ Extra Heavy Duty Alternator</li> <li>▪ Rear Auxiliary Springs</li> <li>▪ Rear Stabilizer Bar (SRW Only)</li> <li>▪ Slide-In Camper Certification</li> </ul> | 223.00  |
| <input type="checkbox"/> 535 | <b>F250 Trailer Tow Package</b> – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> <li>▪ Increased GCW to 30300 LBS</li> <li>▪ Max Front Springs</li> </ul>                                                                                                  | 1028.00 |
| <input type="checkbox"/> 67H | Heavy Service Front Suspension – Heavy Service Front Springs                                                                                                                                                                                                                         | 114.00  |

#### Options –Interior

|                              |                                                                                           |        |
|------------------------------|-------------------------------------------------------------------------------------------|--------|
| <input type="checkbox"/> 43C | 110V/400W Outlet                                                                          | 159.00 |
| <input type="checkbox"/>     | XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00                              |        |
| <input type="checkbox"/> 41A | Rapid Heat Supplemental Cab Heater (requires Diesel Motor)                                | 228.00 |
| <input type="checkbox"/> 18A | Up fitter Interface Module for PTO Programming                                            | 272.00 |
| <input type="checkbox"/>     | Car Hart Seat Covers Front Seats-Loose Ship                                               | 395.00 |
| <input type="checkbox"/> 94P | Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning | 104.00 |
| <input type="checkbox"/> 66S | Up fitter Switches                                                                        | 150.00 |
| <input type="checkbox"/> 76S | Remote Start (Requires Power Equipment Group)                                             | 228.00 |
| <input type="checkbox"/> 913 | SYNC3 (Requires Ultimate Tow Camera)                                                      | 410.00 |

#### Options –Exterior

|                              |                                                                                                                                   |        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------|
| <input type="checkbox"/> 60B | BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) Req. Power cont. below | 491.00 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------|



|                              |                                                                            |                                                                                                 |
|------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|                              | Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)              |                                                                                                 |
| <input type="checkbox"/> 873 | Rear CHMSL Camera-Displays in Center Stack (Not available with Box delete) | 182.00                                                                                          |
| <input type="checkbox"/> 872 | Camera Prep Package for Box Delete                                         | 377.00                                                                                          |
| <input type="checkbox"/> 66B | Box Link – 4 Premium Locking Cleats N/A with Box Delete                    | 68.00                                                                                           |
| <input type="checkbox"/> 76R | Reverse Sensing System-NA with 66D Box Delete                              | 223.00                                                                                          |
| <input type="checkbox"/> 53W | 5 <sup>th</sup> Wheel Gooseneck Prep                                       | 455.00                                                                                          |
| <input type="checkbox"/> 18B | Platform Running Boards                                                    | <input type="checkbox"/> Regular Cab 292.00<br><input type="checkbox"/> Super / Crew cab 405.00 |
| <input type="checkbox"/> 66L | LED Box Lighting-NA with 873 CHMSL Rear Camera                             | 55.00                                                                                           |

## Options – Fleet

|                              |                                                             |        |
|------------------------------|-------------------------------------------------------------|--------|
| <input type="checkbox"/> 39S | Sirius XM Radio                                             | 169.00 |
| <input type="checkbox"/> 17F | XL Décor Group-Includes Chrome Front/Rear Bumpers           | 201.00 |
| <input type="checkbox"/> 52S | Cruise Control                                              | 214.00 |
| <input type="checkbox"/> 942 | Daytime Running Lights                                      | 41.00  |
| <input type="checkbox"/> 91S | LED Warning Strobes-NA with LED Box Light                   | 614.00 |
| <input type="checkbox"/> 63R | H.D. Suspension with Box Delete                             | 114.00 |
| <input type="checkbox"/> 59S | Halogen Fog Lamps-req.17F XI Décor                          | 118.00 |
| <input type="checkbox"/> 60L | Audible Lane Departure Warning-Box Delete Only Requires 94P | 104.00 |

## Options – Accessories

|                              |                                                  |         |
|------------------------------|--------------------------------------------------|---------|
| <input type="checkbox"/> 52R | Stow / Load Ramps-NA with 66D Box Delete         | 633.00  |
| <input type="checkbox"/>     | Bed Step                                         | 296.00  |
| <input type="checkbox"/>     | Rustproofing –Does Not Include Sound Shield      | 295.00  |
| <input type="checkbox"/> 85L | Drop-In Bed Liner-NA with 66D Box Delete         | 323.00  |
| <input type="checkbox"/> 61M | Wheel Well Liner-NA with 66D Box Delete          | 296.00  |
| <input type="checkbox"/> 85M | Bed Mat-NA with 66D Box Delete                   | 139.00  |
| <input type="checkbox"/> 61S | Front/Rear Splash Guards-NA with 66D Box Delete  | 139.00  |
| <input type="checkbox"/> 76C | Back Up Alarm                                    | 128.00  |
| <input type="checkbox"/>     | 8' Steel Service Body – White Finish             | 6133.00 |
| <input type="checkbox"/>     | Rear Bumper for Service Body-Black "Rhino-Lined" | 495.00  |
| <input type="checkbox"/>     | 4 Corner Strobes (Requires Up fitter Switches)   | 895.00  |
| <input type="checkbox"/>     | 7'6" Western Snow Plow                           | 5191.00 |
| <input type="checkbox"/>     | 8' Western Snow Plow                             | 5277.00 |
| <input type="checkbox"/>     | 8'-6" Western Snow Plow                          | 5366.00 |
| <input type="checkbox"/>     | 7'6" Boss Snow Plow                              | 5191.00 |

Contract #178



|                          |                                      |         |
|--------------------------|--------------------------------------|---------|
| <input type="checkbox"/> | 8' Boss Snow Plow                    | 5277.00 |
| <input type="checkbox"/> | 8'-6" Boss Snow Plow                 | 5366.00 |
| <input type="checkbox"/> | Hand Held Controller (Requires Plow) | 90.00   |
| <input type="checkbox"/> | Snow Deflector (Requires Plow)       | 276.00  |
| <input type="checkbox"/> | Detailed CD Rom Shop Manual          | 295.00  |
| <input type="checkbox"/> | Delivery Charge Over 50 Miles        | 175.00  |
| <input type="checkbox"/> | License & Title – M Plates (Shipped) | 203.00  |

#### Exterior

|                          |                      |        |
|--------------------------|----------------------|--------|
| <input type="checkbox"/> | AT-Yellow            | 601.00 |
| <input type="checkbox"/> | BY-School Bus Yellow | 601.00 |
| <input type="checkbox"/> | D1-Stone Gray        | N/C    |
| <input type="checkbox"/> | E4-Vermillion        | 601.00 |
| <input type="checkbox"/> | GR-Green             | 601.00 |
| <input type="checkbox"/> | M7-Carbonized Gray   | N/C    |
| <input type="checkbox"/> | HX- Anti Matter Blue | N/C    |
| <input type="checkbox"/> | MB-Orange            | 601.00 |
| <input type="checkbox"/> | E7-Velocity Blue     | N/C    |
| <input type="checkbox"/> | PQ-Race Red          | N/C    |
| <input type="checkbox"/> | UM-Agate Black       | N/C    |
| <input type="checkbox"/> | JS-Iconic Silver     | N/C    |
| <input type="checkbox"/> | W6-Green Gem         | 608.00 |
| <input type="checkbox"/> | Z1-Oxford White      | N/C    |

#### Interior

|                          |                                                       |        |
|--------------------------|-------------------------------------------------------|--------|
| <input type="checkbox"/> | Steel 40/20/40 Vinyl-No Center Storage                | STD    |
| <input type="checkbox"/> | Steel 40/20/40 Cloth-No Center Storage                | 91.00  |
| <input type="checkbox"/> | Steel 40/Console/40 Vinyl- <b>No Armrest Included</b> | 323.00 |
| <input type="checkbox"/> | Steel 40/Console/40 Cloth- <b>No Armrest Included</b> | 468.00 |



Title Name \_\_\_\_\_  
 Title Address \_\_\_\_\_  
 Title City \_\_\_\_\_  
 Title Zip Code \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 P.O. Number \_\_\_\_\_  
 Fleet Identification Number \_\_\_\_\_  
 Tax Exempt Number \_\_\_\_\_  
 Total Dollar Amount \_\_\_\_\_  
 Total Number of Units \_\_\_\_\_  
 Delivery Address \_\_\_\_\_  
 \_\_\_\_\_

**\*Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Fleet  
 10125W Laraway  
 Frankfort, IL 60423  
 PHONE: (815)464-9200  
 Tom Sullivan [Curriefleet@gmail.com](mailto:Curriefleet@gmail.com)  
 Kristen De La Riva [Fleetcurrie@gmail.com](mailto:Fleetcurrie@gmail.com)

**\*Fleet Status is accessible by registering at [www.fleet.ford.com](http://www.fleet.ford.com).**

**Please provide FIN Code at time of order for you to track your order status. Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State.\*Vehicles are ordered and built as indicated on this tab sheet only. No other forms will utilized to process orders.**

Contract #178

Attachment: 2021 Ford F-250 Order Sheet (Purchase Public Works Pickup Truck)

## **Consider an Ordinance Granting a Special Use to Permit a Fence at 824 S. Mallard Drive**

### **BACKGROUND:**

The Petitioner is proposing to construct a fence, which would have the rear lot line of said rear yard abuts the side lot line of a front yard of an adjacent lot. Per Code, this requires Special Use review. Therefore, the Petitioner is requesting:

**Special Use to permit a fence in a rear yard, where the side lot line of said rear yard abuts the side lot line of the front yard of an adjacent lot.**

### **KEY ISSUES:**

- The Subject Property, zoned R-1B Single-Family Residential, is located at the southwest corner of Illinois Avenue and Mallard Drive. The Subject Property contains an existing non-conforming house that is set back approximately 20 feet from the side lot line abutting a street yard (Illinois Avenue) instead of the minimum required 35 feet.
- When Hunting Ridge was annexed into the Village, it was initially zoned R-2 Single-Family Residential and subsequently rezoned to R-1B Single-Family Residential. The foundation for the Subject Property and several other corner lots in Hunting Ridge were completed while still zoned R-2, which explains the non-conforming side yard abutting a street setbacks for these properties.
- The Petitioner, as part of fencing the rear yard of the property, is proposing to install a 5-foot tall solid vinyl fence located 20 feet (35 feet is the minimum required side yard abutting a street setback) from the lot line adjacent to Illinois Avenue. Its placement abuts the side lot line of the front yard of an adjacent lot (1139 W. Illinois Avenue). There is an existing chain link fence on the shared property line between these homes, which terminates at the sidewalk. The proposed fence will be located on the Petitioner's property adjacent to this fence.
- The proposed fence will extend west from the corner of the Petitioner's house to the west property line. It will maintain the 20-foot setback established by the house. Also, the portion of fence along Illinois Avenue will be placed behind the existing landscaped hedge row and trees. There is a proposed condition of approval which will require for the landscaping to be maintained or replaced, in conjunction with the fence.
- There are not any covenants or restrictions for Hunting Ridge Subdivision that prohibit fencing on private property.
- In October 2020, the Petitioner applied for an Administrative Special Use to allow a 6 foot solid fence in the same location as now requested. Due to objections received, the Petitioner was required to file for a standard variation to be heard before the Zoning Board of Appeals. In meeting with an objecting neighbor, prior to the Public Hearing, the initial fence height was reduced from 6 feet to 5 feet.

- Although there were some initial objections to the Administrative Special Use request for the fence, Staff only had one restatement of previous objection (see attached) to the Public Hearing and Special Use petition. This objection is from the adjacent property owner to the south. There is no relief being sought for the portion of fence on their shared lot line.

#### **ALTERNATIVES:**

1. Approve the Special Use to permit a fence.
2. Do not approve the Special Use to permit a fence.

#### **RECOMMENDATION:**

Public Hearing: ZBA meeting on December 22, 2020

Residents testifying: None

Vote: The ZBA voted unanimously to approve a Special Use for a fence and Staff concurs.

#### **ACTION REQUIRED:**

A motion to approve the ordinance granting a Special Use to permit a fence at 824 S. Mallard Drive.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

## Consider an Ordinance Approving CDBG 2015-19 Consolidated and 2019 Action Plan Substantial Amendments for CDBG-CV3 Funding

### BACKGROUND:

In response to the COVID-19 pandemic, the federal government, through the Department of Housing and Urban Development (HUD), allocated an additional \$413,922 (for a total of \$717,041) in special Community Development Block Grant (CDBG) funds to the Village of Palatine. These CDBG-COVID-19 (CDBG-CV) funds are to be used by the Village to respond to COVID-19-related needs, within the parameters and requirement guidance provided by HUD. All of the other entitlement communities in the Cook County HOME Consortium and North Suburban Network (including Mount Prospect, Arlington Heights, Schaumburg, Hoffman Estates and Des Plaines) also received CDBG-CV funds.

### KEY ISSUES:

In order to utilize these funds in a timely manner, the Village must approve a 2015-19 Consolidated and 2019 Action Plan Substantial Amendments to explain how it will use the CDBG-CV funds. HUD issued a waiver allowing for a minimum of a 5-day comment period, instead of the typical 30 days. Any eligible funds are to be expended, no later than the end of the CDBG 2021 program year (September 2022). Although HUD has provided some initial guidance and parameters for the expenditure of these funds, the requirements and processes continue to evolve. Any Village expenditures will have to comply with the process and eligibility requirements provided by HUD.

The full 2015-19 Consolidated and 2019 Action Plan Substantial Amendments are on the Village's Website at <https://www.palatine.il.us/163/News-Events>. The full text of the amendments are contained in the linked documents and are highlighted accordingly. The comment period was open from December 29<sup>th</sup>, with all comments due to be submitted by January 8<sup>th</sup>. There were no comments received.

The table below outlines the proposed allocations for the total CDBG-CV Funding:

|                            |                  |                                                                                                                           |
|----------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------|
| Administration             | \$10,000         | Administration of additional funds.                                                                                       |
| Public Service             | \$493,041        | Examples of uses could be overnight stay in hotels for homeless, meal on wheels for seniors, or social services provided. |
| Economic Development       | \$214,000        | Small business grants to benefit urgent need.                                                                             |
| <b>Total CV Allocation</b> | <b>\$717,041</b> | <b>NOTE - Staff will be report the expenditures back to the Village Council, through the warrant process.</b>             |

### STAFF RECOMMENDATION:

Staff recommends approvals of the proposed substantial amendments to the Village's 2015-2019 Consolidated and 2019 Action Plan Substantial Amendments.

### ACTION REQUIRED:

A motion to approve an ordinance adopting the Village of Palatine's 2015-19

Consolidated and 2019 Action Plan Substantial Amendments.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

## **Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services**

**BACKGROUND:** One of the few remaining components of the implementation of the Village's Bike Plan is the connection of the bikeway system to the Forest Preserve at the Smith/Dundee intersection. The proposed path will connect the existing bike route on Smith Street to the path in the Deer Grove Forest Preserve. In addition, Smith Street will be signed as a bike route between Dundee Road and Cunningham Drive. The County has agreed to fund \$115,000 of the total project cost (\$210,000). Phase I engineering has already been completed by Christopher B. Burke Engineering, Ltd. (CBBEL). CBBEL has submitted a proposal for phase II engineering services in the amount of \$28,606. Funds for these services are provided for in the CY2021 Capital Budget.

### **KEY ISSUES:**

- Phase I design has been completed.
- The Palatine Bike Club is in support of the connection.
- The Bicycle Transportation Plan recommends this connection.
- The Cook County Forest Preserve District has given preliminary approval of the plan.
- Christopher B. Burke Engineering, LTD has provided exceptional services on this project to date.
- Their proposed fee for the phase II engineering is \$28,606 which is within the project's budget

### **ALTERNATIVES:**

1. Authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.
2. Refer back to Staff with comment.

### **RECOMMENDATION:**

It is recommended that the Village Manager be authorized to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.

### **ACTION REQUIRED:**

Motion authorizing the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Phase II Engineering Services in the amount of \$28,606.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:**        Scott Lamerand, District 2 Councilman  
**SECONDER:**   Doug Myslinski, District 3 Councilman  
**AYES:**         Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

## **Consider a Motion Authorizing the Village Manager to Execute a Contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan**

**BACKGROUND:** One of the remaining components of the implementation of the Village's Bike Plan is the connection of the bikeway system to the Forest Preserve. Because this connector path is on the Cook County Forest Preserve Property, they are requiring the Village to follow their Tree Mitigation Plan. This requires a licensed arborist to locate, measure, rate and identify the species of all trees greater than 4" within the construction limits. Then the "value" of all trees that need to be removed to construct the path must be calculated using the Forest Preserve's tree valuation method. Christopher B. Burke Engineering, Ltd. (CBBEL) has submitted a proposal for Tree Mitigation Plan services in the amount of \$3,800. Funds for these services are provided for in the CY2021 Capital Budget.

### **KEY ISSUES:**

- The Cook County Forest Preserve District has given preliminary approval of the plan.
- Christopher B. Burke Engineering, LTD has provided exceptional services on this project to date.
- The proposed fee for the tree mitigation plan of \$3,800 is within the project's budget.
- The County has agreed to fund \$115,000 of the total project cost.
- Total project cost is estimated to be \$210,000.
- The Park District will share in the cost.
- Phase I design has been completed.
- The Palatine Bike Club is in support of the connection.
- The Bicycle Transportation Plan recommends this connection.

### **ALTERNATIVES:**

1. Authorize the Village Manager to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.
2. Refer back to Staff with comment.

### **RECOMMENDATION:**

It is recommended that the Village Manager be authorized to execute a contract with Christopher B. Burke Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.

### **ACTION REQUIRED:**

Motion authorizing the Village Manager to execute a contract with Christopher B. Burke

Engineering, LTD for the Smith Street Connector Path Tree Mitigation Plan in the amount of \$3,800.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |

# Consider a Motion Authorizing the Village Manager to Purchase a Replacement Public Works Pickup Truck

## BACKGROUND:

As part of the Capital Equipment Budget for 2021, the Village Council has appropriated \$32,780 in funds for the replacement of one Public Works pickup truck. This truck (T-375) is a 2009 Ford F-250 pickup utilized by the Streets Division Coordinator of Public Works. This vehicle is recommended for replacement after an inspection, evaluation, and life-cycle cost analysis.

## KEY ISSUES:

- The Northwest Municipal Conference Suburban Purchasing Cooperative (SPC) has awarded contract #178 for 2021 Ford F-250 pickup trucks through Currie Motors Fleet of Frankfort, Illinois.
- Local governments are permitted to purchase vehicles through these joint-purchase bids, and take advantage of the purchasing power and attractive pricing.
- The total cost to purchase this vehicle through the SPC contract is \$33,381.
- Budgeted funds are \$32,780, which will leave a shortfall of \$601 for this purchase. This will be made up from savings on other capital purchases.

## ALTERNATIVES:

1. Authorize the Village Manager to purchase one 2021 Ford F-250 pickup truck from Currie Motors utilizing the SPC Contract.
2. Refer back to Staff with comments.

## RECOMMENDATION:

Staff recommends authorizing the Village Manager to purchase one 2021 Ford F-250 pickup truck through the Suburban Purchasing Cooperative Contract #178 from Currie Motors in the amount of \$33,381.

## BUDGET IMPACT:

Funds in the amount of \$32,780 have been appropriated in the Capital Vehicle Replacement Budget for this purchase. The shortfall of \$601 will be offset by savings on other vehicle and equipment purchases in 2021.

## ACTION REQUIRED:

Motion to authorize the Village Manager to purchase one 2021 Ford F-250 pickup truck through the Suburban Purchasing Cooperative Contract #178 from Currie Motors Fleet of Frankfort, Illinois in the amount of \$33,381.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Scott Lamerand, District 2 Councilman                  |
| <b>SECONDER:</b> | Doug Myslinski, District 3 Councilman                  |
| <b>AYES:</b>     | Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms |