



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

AGENDA

DECEMBER 9, 2024

Regular Meeting

7:00 PM

I. ROLL CALL

II. PLEDGE TO THE FLAG

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - December 2, 2024

IV. MAYOR'S REPORT

1. Resolution of Appreciation for Councilman Greg Solberg
2. Resolution of Appreciation for Finance Director Paul Mehring
3. Certificates of Recognition for the Fremd High School Girls Flag Football Team
4. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE



VI. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. Consider a Motion Approving a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine at 1449 N. Quentin Road
2. As Submitted

B. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility

2. Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station, and Gateway Center Parking Deck
3. As Submitted

C. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

VII. RECONVENE THE VILLAGE COUNCIL MEETING



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.

1. Consider a Motion Approving a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine at 1449 N. Quentin Road
2. Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility
3. Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station, and Gateway Center Parking Deck

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII.ADJOURNMENT



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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

DECEMBER 2, 2024

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	Absent	
Doug Myslinski	District 3 Councilman	Present	
Joe Falkenberg	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 Hadley Skeffington-Vos, Village Attorney Rick Veenstra, Director of Community Development Mike Jacobs, Director of Public Works Matt Barry, Police Chief William Nord, Fire Chief Patrick Gratziana, Deputy Fire Chief Scott Mackeben, IT Director Larry Schroth, Director of Finance Paul Mehring, Assistant Finance Director Sue Conn, Director of Human Resources Monika Pandya and Fire Marshal Jay Atherton

II. PLEDGE TO THE FLAG

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

III. APPROVAL OF MINUTES

- Village Council & Committee of the Whole - Regular Meeting - November 18, 2024 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

Minutes Acceptance: Minutes of Dec 2, 2024 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Friday, December 6th: 6 PM

Fremd v. Palatine Brain Cancer Awareness Night
Fremd High School

Sunday, December 8th: 1 PM - 4 PM

Victorian Holiday Open House
Clayson House

Weekends, Now through December 22

Palatine Jaycees Christmas Tree Sale
Palatine Aquatic Center

Toys for Tots Holiday Toy Drive

The Village of Palatine has once again partnered with the United States Marine Corps for the annual Toys for Tots Drive. New, unwrapped toys can be dropped off at Village Hall, the Police Department and Fire Departments through December 9th. Toys collected will be distributed to children in the Palatine area. Your donation is greatly appreciated.

Final Collection for Curbside Yard Waste

The Public Works Department completed the final curbside leaf collection last week. Curbside collection of bagged and bundled yard waste continues through the week of December 9, 2024 on residents' regular scheduled garbage day.

V. RECESS TO THE COMMITTEE OF THE WHOLE

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

In the absence of Chairman Lamerand, Vice Chairman Myslinski opened the Police Policy & Code Services Committee.

1. Consider an Ordinance Granting a Special Use Transfer for the Continued Operation of a Drive-Through Restaurant for Tore & Luke's at 1158 E. Dundee Road - **Motion Carried by Voice Vote** (Council District: Four)

Community Development Director Mike Jacobs recommended granting a Special Use Ordinance transfer for the continued operation of Tore & Luke's drive-through restaurant, noting the opening time of 11:00 AM and the required Village review of temporary sign regulations, changes to the floor plan and business operations.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

2. Consider Amendments to the Code of Ordinances Related to Building Codes and Housing Regulations

The motion was to approve Items A, B, and C.

Community Development Director Mike Jacobs recommended adopting updated Code editions, and corresponding local amendments, to become effective January 1, 2025, including:

- Clarifying the Village's options for determining building permit valuations
- Allowing the Village to retain \$50 in conjunction with the return of any express building permit fees
- Establishing a work without a permit fee, resulting in the building permit fee to increase by 50% (but the total amount of the building permit fee component subject to the 50% increase shall not exceed \$500)
- Requiring fire sprinkler protection within attached residential garages
- Adjusting the location requirements for sump pump and downspout discharges
- Eliminating the option of utilizing a safety/automatic pool cover (thus requiring a fence) - this would not apply to spas or hot tubs that have a lockable safety cover that complies with the applicable code requirements

- The addition of the 13R sprinkler system design and installation requirements provides some design flexibility and cost savings for complying with the applicable sprinkler systems requirements related to the conversion of an apartment building into condominiums

Councilman Millar noted the fence requirement is for outdoor pools. Jacobs is aware of only one pool without a fence.

Village Manager Reid Ottesen stated these Building Code Amendments are for everyone moving forward. If a pool cover is open for a certain period of time, the Village could enact the code.

Councilman Helms emphasized that a significant addition would require the new sprinkler system.

Mayor Schwantz clarified the sprinkler system requirement is part of the International Code; prior to this Amendment, the garage did not require a sprinkler system, now it is for new construction and construction that does have an existing sprinkler system.

Councilman Millar stated that even unheated garages need to have a sprinkler system. A garage only requires one or two additional heads.

Fire Marshal Jay Atherton, addressed the question, explaining that the water valve which is located inside the house will not freeze. Sprinklers reduce insurance costs. Atherton said and explained that heat triggers the sprinkler system.

Jacobs recommended updating Fire Prevention and Protection of Chapter 7, Palatine Code of Ordinances: 1) establishing permit and inspection fees for firework displays; and 2) based on proposed building's design and size, an emergency responder communication coverage analysis could be required to ensure emergency fire/police communications within and around the building would be sufficient.

Jacobs recommended amending Chapter 10 of the Code of Ordinances regarding Rental Property Rules and Regulations. The most notable changes related to the adoption of the 2021 International Property Maintenance Code, and corresponding local amendments to Chapter 10 - Article III are: 1) Cross reference to site restoration requirements within the Building Code; 2) In the event of an emergency to an occupant or the public, staff may immediately placard a premise without notice or with any notice as the code official deems reasonable under the circumstances; and 3) Allows notice via first class mail rather than certified/registered mail.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

- A. Consider an Ordinance Amending Chapter 6 - Article I Building Codes and Amendments, Article VII Condominium Conversions, and Article VIII Enforcement and Penalties of the Palatine Code of Ordinances - **Approved**
 - B. Consider an Ordinance Amending Chapter 7 - Fire Prevention and Protection of the Palatine Code of Ordinances - **Approved**
 - C. Consider an Ordinance Amending Chapter 10, Article III - Property Maintenance Codes and Amendments and Article IV - Rental Property Rules and Regulations - **Approved**
3. As Submitted -

Nothing was submitted.

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:22 PM

DOUG MYSLINSKI, CHAIRMAN

- 1. 2025 Operating Budget & Capital Investment Plan and Related Approvals

Motion was to approve Items A. through H.

Village Manager Reid Ottesen recommended approval of the Proposed Budget for calendar year 2025 as the operating plan and financial guide for the Village. He emphasized that no taxes are being levied for bonds. Neighborhood based policing, infrastructure, enhanced downtown public spaces are all provided for in this fiscally responsible budget.

Ottesen reported this 2025 Operating Budget and Capital Investment Plan was first presented to the Village Council on November 4, with follow-up discussion on November 11, and the Public Hearing on November 18.

Ottesen commended Paul Mehring and Sue Conn for 20 years of remarkable accomplishments overseeing the Finance Department.

Finance Director Paul Mehring stated it has been a pleasure working with the team of capable department heads keeping track of everything. He has thoroughly enjoyed working in Palatine under the guidance of Reid Ottesen.

Councilman Millar noted the levy is the same as last year, theoretically, taxes should go down due to new taxpayers coming in.

Councilman Helms congratulated Paul Mehring for his excellent work with the team and suggested Paul give lectures to other communities on how to achieve a debt free budget while maintaining the highest quality services to the community.

Village Manager Reid Ottesen recommended approval of A through H.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Schwantz, Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

- A. Consider an Ordinance Adopting the Calendar Year 2025 Annual Budget
- **Approved**
 - B. Consider the 2024 Tax Levy Ordinance - **Approved**
 - C. Consider an Ordinance to Abate 2024 Property Tax Levy - **Approved**
 - D. Consider an Ordinance Adopting the 2025 Salary Rates of Compensation for Certain Officers and Employees of the Village, Effective January 1, 2025 - **Approved**
 - E. Consider a Resolution Appropriating \$1,875,818 of Motor Fuel Tax Funds for the Rehabilitation of Michigan Avenue, Brockway Street, Louise Lane, and Cornell Avenue - **Adopted by Voice Vote**
 - F. Consider a Resolution Appropriating \$2,181,073 of Motor Fuel Tax Funds for the Maintenance of Streets and Highways - **Adopted by Voice Vote**
 - G. Consider a Motion to Approve the Updated Fee Schedule Supplement to the Village's Code of Ordinances - **Approved**
 - H. Consider an Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax - **Approved**
2. Consider a Resolution Amending the Village's Employee Handbook for 2025
- **Adopted by Voice Vote**

Village Manager Reid Ottesen recommended approval of a Resolution amending and the updating the Village's Employee Handbook for 2025.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

3. As Submitted -

Nothing was submitted.

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

7:31 PM

BRAD HELMS, CHAIRMAN

1. Consider a Motion to Approve the Village of Palatine 2025 Regular Scheduled Meeting Calendar - **Approved by Voice Vote**

Village Manager Reid Ottesen presented the 2025 calendar for the regularly scheduled meetings of the Palatine Village Council noting just one meeting in July.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Schwantz, Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

2. As Submitted -

Nothing was submitted.

D. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:33 AM

TIM MILLAR, CHAIRMAN

1. As Submitted -

Nothing was submitted.

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:33 AM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:33 AM*JOE FALKENBERG, CHAIRMAN***1. As Submitted -**

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING**Reconvene the Village Council Meeting - Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

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.

Motion was to approve Items 1-5 and 9-16 with waiver of first reading. Items 6, 7, and 8 were moved to Business, Finance, and Budget Standing Committee.

RESULT:	ADOPTED BY ROLL CALL [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

1. Consider a Motion to Approve 2024 Warrant #23 - **Approved**
2. Consider an Ordinance Granting a Special Use Transfer for the Continued Operation of a Drive-Through Restaurant for Tore & Luke's at 1158 E. Dundee Road - **Approved** (Council District: Four)

Ordinance #O-110-24

3. Consider an Ordinance Amending Chapter 6 - Article I Building Codes and Amendments, Article VII Condominium Conversions, and Article VIII Enforcement and Penalties of the Palatine Code of Ordinances - **Approved**

Ordinance #O-111-24

4. Consider an Ordinance Amending Chapter 7 - Fire Prevention and Protection of the Palatine Code of Ordinances - **Approved**

Ordinance #O-112-24

5. Consider an Ordinance Amending Chapter 10, Article III - Property Maintenance Codes and Amendments and Article IV - Rental Property Rules and Regulations - **Approved**

Ordinance #O-113-24

6. Consider an Ordinance Adopting the Calendar Year 2025 Annual Budget - **Approved**

This item was moved to the Business Finance & Budget Committee at Reports of Standing Committee

7. Consider the 2024 Tax Levy Ordinance - **Approved**

This item was moved to the Business Finance & Budget Committee at Reports of Standing Committee

8. Consider an Ordinance to Abate 2024 Property Tax Levy - **Approved**

This item was moved to the Business Finance & Budget Committee at Reports of Standing Committee

9. Consider an Ordinance Adopting the 2025 Salary Rates of Compensation for Certain Officers and Employees of the Village, Effective January 1, 2025 - **Approved**

Ordinance #O-117-24

10. Consider a Resolution Appropriating \$1,875,818 of Motor Fuel Tax Funds for the Rehabilitation of Michigan Avenue, Brockway Street, Louise Lane, and Cornell Avenue - **Adopted by Roll Call**

Resolution #R-47-24

11. Consider a Resolution Appropriating \$2,181,073 of Motor Fuel Tax Funds for the Maintenance of Streets and Highways - **Adopted by Roll Call**

Resolution #R-48-24

12. Consider a Motion to Approve the Updated Fee Schedule Supplement to the Village's Code of Ordinances - **Approved**

13. Consider an Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax - **Approved**

Ordinance #O-118-24

14. Consider a Resolution Amending the Village's Employee Handbook for 2025 - **Adopted by Roll Call**

Resolution #R-49-24

15. Consider a Motion to Approve the Village of Palatine 2025 Regular Scheduled Meeting Calendar - **Approved**

16. Consider a Resolution Releasing the Vik Subdivision Security Deposit - **Adopted by Roll Call** (Council District: One)

Resolution #R-50-24

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Approve the Annual Budget for Calendar Year 2025 - **Motion Carried by Roll Call**

Ordinance #O-114-24

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

2. Approve the 2024 Tax Levy Ordinance - **Motion Carried by Roll Call**

Ordinance #O-115-24

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

3. Approve an Ordinance to Abate 2024 Property Tax Levy - **Motion Carried by Roll Call**

Ordinance #O-116-24

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

In the absence of Chairman Lamerand, Vice-Chairman Myslinski opened the Police Policy & Code Services Standing Committee

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS**A. VILLAGE MANAGER**

1. As Submitted -

No Report

B. VILLAGE CLERK

1. As Submitted -

No Report

C. VILLAGE ATTORNEY

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

Roman Golash was proud to report the American Legion hosted 50 Navy recruits, ages 17-36, from Great Lakes for Thanksgiving. A 36-year-old had served in the Marines in Iraq and now joined the Navy.

XIII. ADJOURNMENT – Time: 7:39 PM

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Myslinski, Falkenberg, Kozlowski, Helms
ABSENT:	Lamerand

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Resolution of Appreciation for Councilman Greg Solberg

4.1

BACKGROUND:

For 37 years, Greg Solberg served the residents of Palatine as a Councilman representing the 4th District. During his tenure, the population of Palatine has nearly doubled, the downtown area along with the Rand and Dundee corridor have seen major redevelopment efforts, the Village successfully completed over \$20 million in storm water management projects and nearly all Village facilities have been upgraded. Greg's leadership has played an instrumental part in these accomplishments.

A Resolution of Appreciation is being presented this evening with the Village's thanks and appreciation and wishing him continued success and best wishes as he moves onward.

ATTACHMENTS:

- Solberg Resolution of Appreciation

RESOLUTION NO. R-51-24

RESOLUTION OF APPRECIATION COUNCILMAN GREG SOLBERG

WHEREAS, since 1987, Councilman Greg Solberg honorably served the Village of Palatine as Councilman of the 4th District; and

WHEREAS, during his term of office, Councilman Solberg provided the necessary guidance and insights that contributed to the betterment and growth of the Village; and

WHEREAS, Councilman Solberg demonstrated his selfless service to the community always placing the public good above all else; and

WHEREAS, during Councilman Solberg's term on the Village Council and through his leadership, the Village successfully completed over \$20 million in storm water management projects, achieved record levels of investment on our roads and water system, constructed a new fire station serving the eastern portion of our community, constructed a modern police headquarters, and completely rehabilitated Village Hall. All improvements to serve the future needs of the community; and

WHEREAS, Councilman Solberg worked diligently with the Mayor, Council Members and Village Staff to provide and improve services to citizens and business owners; and

WHEREAS, Councilman Solberg is respected for his dedication and nearly 40 years of commitment and service to the citizens of Palatine.

NOW, THEREFORE, BE IT RESOLVED, that, on this 9th day of December 2024, the Mayor and Village Council, on behalf of the residents and business owners of the Village of Palatine, offer their heartfelt appreciation to **GREG SOLBERG** and in recognition of his dedicated service to the Village of Palatine and wish he and his entire family well as they move on to new opportunities.

Jim Schwantz, Mayor

Margaret R. Duer, Village Clerk

Councilman Tim Millar, District 1

Councilman Joe Falkenberg, District 4

Councilman Scott Lamerand, District 2

Councilman Kollin Kozlowski, District 5

Councilman Doug Myslinski, District 3

Councilman Brad Helms, District 6

Attachment: Solberg Resolution of Appreciation (Greg Solberg Recognition for Councilman)

Resolution of Appreciation for Finance Director Paul Mehring

4.2

BACKGROUND:

On November 11, 1996, Paul Mehring began his service to the Village of Palatine as the Finance Director. After 28 years of service to the Village of Palatine, Paul will be retiring as Finance Director on December 20, 2024.

KEY ISSUES:

- Paul served as the Village of Palatine for 28 years with the past 21 years being in the position of Finance Director. Paul has served with great professionalism and dedication, above and beyond expectations.
- Paul's many accomplishments include:
 - Securing a bond ratings upgrade at Standard & Poors from AA to AA+.
 - Conversion of the Village's Fiscal Year End from April 30 to December 31 saving the Village an estimated \$1.0 million annually in bids
 - 12 Bond refinancings and 4 early Bond redemptions with a cumulative savings to the residents of \$13.1 million.
 - Paul has prepared the Village's Annual Comprehensive Financial Report, which has received the Government Finance Officers' Association's Certificate of Achievement for Excellence in Financial Reporting for 24 consecutive years.
- Paul's most significant accomplishment has been leading the effort for the Village of Palatine to become debt free.

Paul's dedication, commitment, initiative, enthusiasm, and passion for the employees and the Village of Palatine will be sorely missed.

ACTION REQUIRED:

The Mayor and Village Council of the Village of Palatine, all Village of Palatine employees, and the entire Palatine community, offer their heartfelt thanks and appreciation to Paul Mehring for his commitment and dedication to the Village of Palatine for 28 years of employment and wish him the very best in his well-deserved retirement.

ATTACHMENTS:

- paul resolution of appreciation

Resolution No. R-52-24

Resolution of Appreciation Paul Mehring

WHEREAS, the Village of Palatine has always sought to obtain the highest degree of professionalism and dedication in every employee in every department of the Village; and

WHEREAS, on November 11, 1996, Paul Mehring began his service to the Village of Palatine as the Finance Director; and

WHEREAS, during his 28 years of service at the Village of Palatine, Paul served with great dedication; handling vast responsibilities associated with being the Finance Director; and

WHEREAS, Paul was instrumental in securing a bond rating upgrade at Standard & Poors from AA to AA+; and

WHEREAS, Paul proposed the conversion of the Village's Fiscal Year End from April 30 to December 31 saving the Village an estimated \$1.0 million in bids; and

WHEREAS, Paul performed 12 Bond refinancings and 4 early Bond redemptions with a cumulative savings to the residents of \$13.1 million; and

WHEREAS, Paul initiated the TIF Surplus Rebate Program, which has returned approximately \$25 million to local taxing agencies; and

WHEREAS, Paul has prepared the Village's Annual Comprehensive Financial Report, which has received the Government Finance Officers' Association's Certificate of Achievement for Excellence in Financial Reporting for 24 consecutive years; and

WHEREAS, Paul has been a long-time member of the American Institute of Certified Public Accountants, Illinois CPA Society, Government Finance Officers' Association, and the Illinois Government Finance Officers' Association; and

WHEREAS, the Village of Palatine desires to acknowledge its indebtedness and gratitude to Paul Mehring for his 28 years of service to the Village of Palatine.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Village Council of the Village of Palatine, offer their heartfelt appreciation to Paul Mehring for his commitment and dedication to the Village of Palatine and wish him the very best in his well-deserved retirement.

DATED: December 9, 2024

Jim Schwantz, Mayor

Margaret R. Duer, Village Clerk

Certificates of Recognition for the Fremd High School Girls Flag Football Team

4.3

BACKGROUND:

On Saturday, October 19, 2024, the Fremd Girls Flag Football team placed first at the first IHSA State Girls Flag Football Finals in Villa Park, Illinois. The team defeated Rockford Guilford 24-12, claiming the first state title ever sanctioned by the Illinois High School Association.

Team Members:

Georgia Andrianopoulos, Ava Anzalone, Reese Bennett, Raegan Bokios, Selah Cho, Bella Del Mar, Mackenzie Drake, Jordan Farrell, Adrienne Farwell, Lily Mayer, Krishna Patel, Amanda Poniecki, Asya Poyraz, Jill Simonian, Sam Strachowski, Ava Stutzman, Ella Todd, Madeline Vonah, Gabi Weber, Gwen Zimmerman

Coaches:

Head Coach Becca O'Dette, Assistant Varsity Coach Jake Rottsolk

Consider a Motion Approving a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine at 1449 N. Quentin Road

BACKGROUND:

The Village requires a Water Service Agreement to be in place prior to providing water service to areas outside of the Village's corporate limits. Holy Resurrection Orthodox Church of Palatine, which is located in unincorporated Palatine, is requesting to connect to the Village's water supply. A Water Service Agreement must be executed with the Village of Palatine outlining the terms and conditions of such to provide such water service connection.

KEY ISSUES:

- Holy Resurrection Orthodox Church is requesting a Water Service Agreement to provide water service their church at 1449 N. Quentin Road. The church is currently pursuing a building permit through the Cook County permitting process for a building addition and renovations therein. The church currently derives water service through an existing well. The proposed building addition and renovations will require the building to provide a fire suppression sprinkler, which requires access to Village water service.
- The customer will apply for the necessary Village permits to connect with the Village water service along Quentin Road and is in need of an executed Water Service Agreement to begin construction and receiving water. The church has requested a maximum allocation of 500 gallons per day, which is comparable to another recent water service agreement for a church on Rand Road, which was approved earlier this year.
- The Village requires a security deposit from the customer, prior to the commencement of water service. The church is agreeable to annexation into the Village, should the Village ever request an annexation under the terms of the Water Service Agreement. The church is also agreeable to a 10-foot easement along the Quentin Road frontage to address any future Village infrastructure needs or maintenance therein, as requested by the Village Engineer and outlined in the Water Service Agreement.

ALTERNATIVES:

1. Authorize the Mayor to execute the Water Service Agreement.
2. Do not authorize execution and refer back to Staff.

RECOMMENDATION:

Staff recommends approval of a motion authorizing the Mayor to execute a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine.

ACTION REQUIRED:

A motion authorizing the Mayor to execute the agreement, subject to review by the Village Attorney.

ATTACHMENTS:

- 1449 N Quentin Road - Aerial with Utilities

- 1449 N QUENTIN ROAD - Service Agreement draft
- Preliminary building plans - Proposed Addition & Renovation
- Plat of Survey



Legend

Water Utilities

- Hydrant
- Water Fitting
- Water Valve Open
- Water Service Valve Open
- Water Main Break
- Water Main Active
- Water Casing

Sanitary Utilities

- Sanitary Manhole
- Sanitary Main Active
- Sanitary Force Main Active
- Sanitary Sewer Structure Sewage

0 300 600
ft

Print Date: 12/4/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Patrick T. Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison
Suite 5400
Chicago, Illinois 60602

THE ABOVE SPACE FOR RECORDER'S USE.

**WATER SERVICE AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND
HOLY RESURRECTION ORTHODOX CHURCH OF PALATINE, ILLINOIS, A NOT-FOR-
PROFIT CORPORATION**

THIS WATER SERVICE AGREEMENT (" Agreement") is entered into this ____ day of _____, 2024 by and among the Village of Palatine, an Illinois municipal corporation in Cook County, State of Illinois and HOLY RESURRECTION ORTHODOX CHURCH OF PALATINE, ILLINOIS, A NOT-FOR-PROFIT CORPORATION ("Customer"), the owner and operator of a church located in at Cook County, State of Illinois.

RECITALS:

WHEREAS, the Village of Palatine ("Palatine") is a municipality as provided in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and is a home rule unit as provided in the 1970 Illinois Constitution (Article VII, Sec. 6);

WHEREAS, Customer is the owner of certain property, which property is legally described on **Exhibit 1** ("Customer's Property"); and

WHEREAS, Customer, as owner, is responsible for the usage and payment of the water and sewer service bill for Customer's Property.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, Palatine and Customer agree as follows:

1. **Recitals.** The terms and conditions of the aforesaid Recitals are incorporated in this Agreement as if fully set forth in this Paragraph 1.

2. **Conditions to Palatine's Supply of Water to Customers.** Palatine agrees to provide and Customer agrees to purchase at retail from Palatine a public water supply for potable use and for fire protection and Palatine agrees to provide to Customer's Property pursuant to the following terms and conditions set forth herein.

(a) **Water Allocation.** Palatine shall supply, at Customer's sole cost and expense, and Customer shall receive a maximum allocation of water flow of 300 gallons per day. Customer agrees to the Water Allocation designated for it, and agrees to pay any and all charges, surcharges, fees, costs, and penalties for said water. Customer agrees to obtain all necessary permits and follow all applicable laws and regulations related to the provision of water service to Customer's Property and maintained of said connection.

(b) **Agreement Not to Annex.** Customer acknowledges that, as a material term of this Agreement, Customer shall not petition for annexation to any municipality other than Palatine or annex to any municipality other than Palatine and shall resist any attempt by a municipality other than Palatine to annex Customer's Property. Accordingly, if a petition is filed to annex Customer's Property into a municipality other than Palatine, or if Customer's Property is annexed voluntarily or forcibly into a municipality other than Palatine, the parties acknowledge that these actions shall constitute a material breach of this Agreement resulting in the automatic termination of this Agreement and the immediate termination of water service, and any other utility service provided by Palatine to Customer's Property. Further, Customer waives any objection or defenses it may have in law, equity or otherwise to the automatic termination of water service or utility service in the event of a breach of the terms of this paragraph. Customer also indicates that it is agreeable to and shall not object to annexation into the Village of Palatine, if the Village of Palatine wishes to annex the Customer's Property at any time during this agreement.

(c) **Rate.** Customer shall pay to Palatine the basic user billing charges and the water and sewer rate at the outside of the Village of Palatine rate as established therein. The Rate shall increase or decrease from time-to-time in an amount prorated to the increase or decrease in water rates established under the Code of Ordinances of the Village of Palatine for properties outside of Palatine's corporate limits. Were the property to ultimately annex into the Village of Palatine, the standard utility rate would then apply.

(d) **Excess Use.** Palatine's supply of water vests no rights in Customer to an increased Allocation. Except during an emergency, Customer agrees that its maximum daily use shall not exceed its designated Water Allocation.

(e) **Application for Water Connection; Future Connections.** Customer will make application to Palatine for a tap-on connection for water service to be provided by Palatine to Customer's Property. Customer certifies herein that it is the owner of Customer's Property, that its use of water is for purposes of its church. Customer and Palatine agree that only those connections and meters set out below, and as illustrated on **Exhibit 2** shall be permitted, the respective building or portion of a building being serviced by each meter being hereinafter referred to as a "Meter Service Area":

1449 N. Quentin Road - 1 meter

If Customer intends to request future connections and Meter Service Areas for additional buildings to be developed on Customer's Property. Customer acknowledges that, in the absence of written consent by Palatine, such connections shall not be made.

(f) **Security Deposit.** Customer shall pay to Palatine, in advance as a Security Deposit, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate. That amount is Five Hundred Dollars (\$500). The Security Deposit shall be refunded to Customer upon expiration or termination of this Agreement, and, at such other times, as is provided in accordance with the procedures, rules and regulations of Palatine, as applied to all Customers or as otherwise established under the Code of Ordinances of the Village of Palatine for properties outside of Palatine's corporate limits. However, the Village shall be allowed to deposit this sum in its Water Fund.

(g) **Invoices/Billing.** Palatine shall read the water meters located on Customer's Property on a regular basis. After each reading, Palatine shall deliver to Customer monthly invoice(s) showing water usage for each of the meters referenced above and the charge therefor. Customer shall, within the time specified on such statement (in accordance with the procedures, rules and regulations of Palatine, as applied to all customers), make payment to Palatine for such amount. If Customer does not pay within said specific time, it shall be charged any penalties for late payment as are provided in the procedures, rules and regulations of Palatine, as applied to all water service customers.

(h) **Termination of Service for Default or Non-Payment.** If Customer shall refuse, neglect or fail within the due date to make the required payments or if Customer shall fail to perform any of the conditions or obligations herein, and if after such failure Palatine shall deliver to Customer a notice, in writing, addressed to Customer at the address listed in Paragraph 5 herein of its intention to shut off the supply of water on account of such failure or default to the Meter Service Area for which such payment has not been made, Customer acknowledges that Palatine shall have the right to shut off service to the water supply to the Meter Service Area for which such payment has not been made at the expiration of fifteen (15) days after giving of such notice unless, within such fifteen (15) day period, Customer shall cure such failure or default. The shutting off of a supply of water for any such cause shall not release Customer from its obligation to make payment of any amount due, or to become due, in accordance with the terms of this Agreement. As a condition to reconnect, Customer shall pay to Palatine a reconnection fee as well as all outstanding amounts due and owing including any penalty fees and interest. Said reconnection fee shall be at the prevailing rate charged by Palatine at the time of reconnection (in accordance with the procedures, rules and regulations of Palatine, as applied to all customers).

(i) **Maintenance; Inspection; Water Quality.** Palatine reserves the right to inspect Customer's Property, at Palatine's sole cost and expense, to ensure that the occupancy is consistent with Palatine's plumbing code, that there are no cross connections that threaten potential contamination of Palatine's water and to ensure that the system is otherwise fully in accordance with state and federal law. If the inspection discloses any code violations or threats to the water supply system, and Palatine shall deliver to Customer a notice, in writing, addressed to Customer at the address listed in Paragraph 5 herein of its intention to shut off the supply of water to the affected Meter Service Area on account of such failure or default, Customer acknowledges that Palatine shall have the right to shut off the water supply to the affected Meter Service Area at the expiration of ten (10) days after giving of such notice unless, within such ten (10) day period, Customer shall cure such code violations or threats to the water supply system. The foregoing notwithstanding, however, in the event such code violations or threats to the water supply system constitute an emergency, the notice required of Palatine shall be no more than is reasonable under the circumstances. Palatine bears no degree of responsibility for the water quality at any point beyond the meter vault, Customer bears the responsibility for maintaining the water quality at any point beyond the meter vault. Palatine reserves the right, at its sole cost and expense, to inspect Customer' Property and to test, repair and replace the water meters (which are the subject of this Agreement) as required by Palatine.

(j) **Supply of Water Subject to Rules and Regulations and to Certain Limitations.** Palatine's obligation to provide water to Customer is subject to the requirements, procedures and policies applied to all unincorporated water customers of Palatine. Further, Customer expressly acknowledges that this Agreement and Palatine's ability to resell water may be limited by Palatine's agreements with the Northwest Water Commission (copies of which may be obtained by Customer from the Village of Palatine and constructive notice of which is hereby acknowledged by Customer) and by any water conservation measures or other regulation or measure imposed by Palatine, the United States of America, the State of Illinois, or any governmental body or agency having jurisdiction thereof.

(k) **Dedication of easement.** Customer agrees to dedicate a 10-foot public utility easement to the Village of Palatine, running parallel along Quentin Road through the Subject Property's entire frontage for any future required Village utility extensions in the area. This easement and any required plans or documents shall be submitted in a manner acceptable to the Village Engineer.

3. **Indemnity.** Customer agrees to waive any claims of its own and, as to its own claims only, to indemnify, defend and hold harmless Palatine and its Corporate Authorities including its respective officers, agents, and employees from all damages, liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever arising out of or as a result of Palatine's supply of water, pursuant to this Agreement, unless Palatine's officials have engaged in fraudulent or intentional misconduct material to such claim. Nothing herein shall be construed to require the indemnifying party to indemnify or make any payments in connection with any claim for which the indemnified party otherwise would not be liable, nor shall it be construed to waive any defenses that the indemnified party may otherwise have to any such claim. Customer agrees that Palatine will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless by Customer from all damage of any kind, nature and description which may arise as a result of this Agreement, and the operation of the water facilities furnished hereunder including the quality of the water unless Palatine or its officials have engaged in fraudulent or intentional misconduct relevant to the claim.

Nothing contained in this Agreement shall constitute a waiver of Palatine of any right, privilege or defense available to Palatine under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/-101 et seq., as amended.

4. **Force Majeure.** In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply and inability on the part of Palatine to deliver water hereunder or of Customer to receive water service hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unreasonably unfavorable to it in the judgment of the party having the difficulty.

5. **Notice.** Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to Palatine or Customer either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the parties as follows:

If to Palatine: Village of Palatine
200 East Wood Street
Palatine, Illinois 60067
Attention: Village Manager

If to Customer: **HOLY RESURRECTION ORTHODOX CHURCH OF
PALATINE, LLINOIS,
A NOT-FOR-PROFIT CORPORATION**
Attention Mr. Alexander Kuchta
1449 N. Quentin Road P.O. Box 421
Palatine, IL 60078

until and unless other addresses are specified by notice given in accordance herewith. Notices and communications shall be deemed to be given or delivered (i) on the date of actual delivery, if in person, (ii) on the next business day after being deposited with a national overnight courier service, (iii) two days (excluding Saturdays, Sundays and holidays) after deposit in the mail,

properly addressed as provided herein if by United States mail. Notice, which is reasonable in view of the circumstances, shall be given in cases of emergency.

6. **Responsible Party.** Customer shall notify and keep Palatine informed of the responsible individual(s) in charge of water operations for Customer's Property. Initially, Customer designates _____ as said responsible individual until such time as notice is given to Palatine as provided in Section 5 hereof.

7. **Non-Assignability.** Customer shall not assign or transfer this Agreement or any rights, obligations or interests herein without the written consent of Palatine, which consent will not be unreasonably withheld or delayed.

8. **Regulatory Bodies.** This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Paragraph shall not be construed as waiving the right of any party to challenge such jurisdiction or the validity of any such rule, regulation, or law on any basis, including the impairment of this Agreement.

9. **Effective Date and Term.** This Agreement shall become effective at such time as the corporate authorities of Palatine have authorized its Mayor/Village President to execute the Agreement and shall continue in force and effect for a period of twenty-five (25) years from the date of execution, but in no event longer than the term of the Agreement with the Northwest Water Commission.

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE UPON THE TERMINATION OF PALATINE'S AGREEMENT WITH THE NORTHWEST WATER COMMISSION.

10. **Default, Cure and Remedies.**

(a) **Default by Palatine.** If Palatine defaults hereunder and fails to cure said default within thirty (30) days following written notice from Customer, Customer shall have, as Customer's sole and exclusive remedies, either (i) the right to terminate this Agreement by written notice to Palatine, or (ii) the right to file suit against Palatine in a court of law, in the jurisdiction and venue designated herein to compel specific performance by Palatine.

(b) **Default by Customer.** In the event Customer defaults hereunder, Palatine may terminate this Agreement and Palatine may assert and seek any and all remedies at law or in equity; provided, however, that Palatine's exercise of one or more remedies shall not preclude it from the alternate subsequent exercise of another remedy.

(c) **Costs and Attorneys' Fees.** In the event of any litigation over the meaning, legality, or performance of this Agreement, the prevailing party shall be entitled to recover, as part of the judgment, its reasonable costs of litigation, including but not limited to its reasonable attorney's fees.

11. **Jurisdiction; Venue.** By execution of this Agreement, the parties consent to the exclusive jurisdiction and venue of the Third Municipal District of the Circuit Court of Cook County with respect to any legal action, proceeding, or controversy between them. The parties hereto acknowledge that Palatine's principal office is located in Cook County, Illinois, and that Palatine may be irreparably harmed if required to institute or defend any action in any jurisdiction or venue other than Cook County, Illinois. Customer further acknowledges and agrees that its consent to

such jurisdiction and venue as set forth in this Paragraph is additional consideration for Palatine's willingness to enter into this Agreement and that, therefore, adequate and sufficient consideration exists for the consent to jurisdiction and venue set forth herein. Therefore, Customer irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Agreement may be brought only in the Circuit Court of Cook County; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection which any party may have to the laying of venue in any such suit, action or proceeding in such court; and (d) agrees to join Palatine in opposition to any petition for removal from such court.

12. **Severability; Conflicts.** Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. The parties agree to cooperate and take any actions or make such amendments of this Agreement which effectuate the intent of the parties and may be necessary to maintain or preserve the legality of this Agreement.

13. **Applicable Law.** This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Water Service Agreement.

15. **Construction.** This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control.
- (e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

16. **Pending Lawsuits.** There are no lawsuits pending or, to the best of either Palatine's or Customer's knowledge, threatened, that would materially and adversely affect the ability of either Palatine or the Customer to proceed with the fulfillment of the terms of this Agreement.

17. **Entire Agreement/Modifications.** It is further agreed that this instrument contains the entire agreement between Palatine and Customer, and the parties acknowledge that all provisions contained herein may only be amended in writing, with the consent of the corporate authorities of Palatine and Customer, their successors or assigns. No officer, official or agent of Palatine has the power to amend, modify or alter this Agreement, or waive any of its conditions as to bind Palatine by making a promise or representation not contained herein.

18. **Recordation; Binding Effect.** This Agreement shall be filed of record with the Office of the Recorder of Deeds of Cook County, Illinois and shall be construed as a covenant running with title to the Customer's Property and shall inure to the benefit and be binding upon Palatine, the Customer and its respective successors and permitted assigns, including but not limited to any entity acquiring a financial interest in Customer's Property.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies have cause this Agreement to be duly executed, in counterparts, each of which shall constitute an original, all as of the day and year first written above.

**VILLAGE OF PALATINE, an Illinois
municipal corporation**

By: _____
Its: Mayor

ATTEST:

By: _____
Village Clerk

[SEAL]

**HOLY RESURRECTION ORTHODOX CHURCH OF PALATINE, ILLINOIS, A NOT-FOR-
PROFIT CORPORATION**

By: _____
Its: _____

By: _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jim Schwantz**, Mayor and **Margaret R. Duer**, Village Clerk of the Village of Palatine, personally known to me to be the same persons whose names are subscribed to the foregoing **Agreement**, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of the Palatine and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2024.

 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF _____) SS

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of the Holy Resurrection Orthodox Church of Palatine, Illinois, is personally known to me to be the same person whose name is subscribed to the foregoing **Agreement**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, on behalf of said limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2024.

 Notary Public

LIST OF EXHIBITS**EXHIBIT****EXHIBIT NO.**

Legal Description of Customer's Property 1

Site Plan of Customer's Property 2

Attachment: 1449 N QUENTIN ROAD - Service Agreement draft (1449 N. Quentin Road - Water Service Agreement)

EXHIBIT 1

LEGAL DESCRIPTION OF CUSTOMER'S PROPERTY

Attachment: 1449 N QUENTIN ROAD - Service Agreement draft (1449 N. Quentin Road - Water Service Agreement)

EXHIBIT 2

SITE PLAN OF CUSTOMER'S PROPERTY

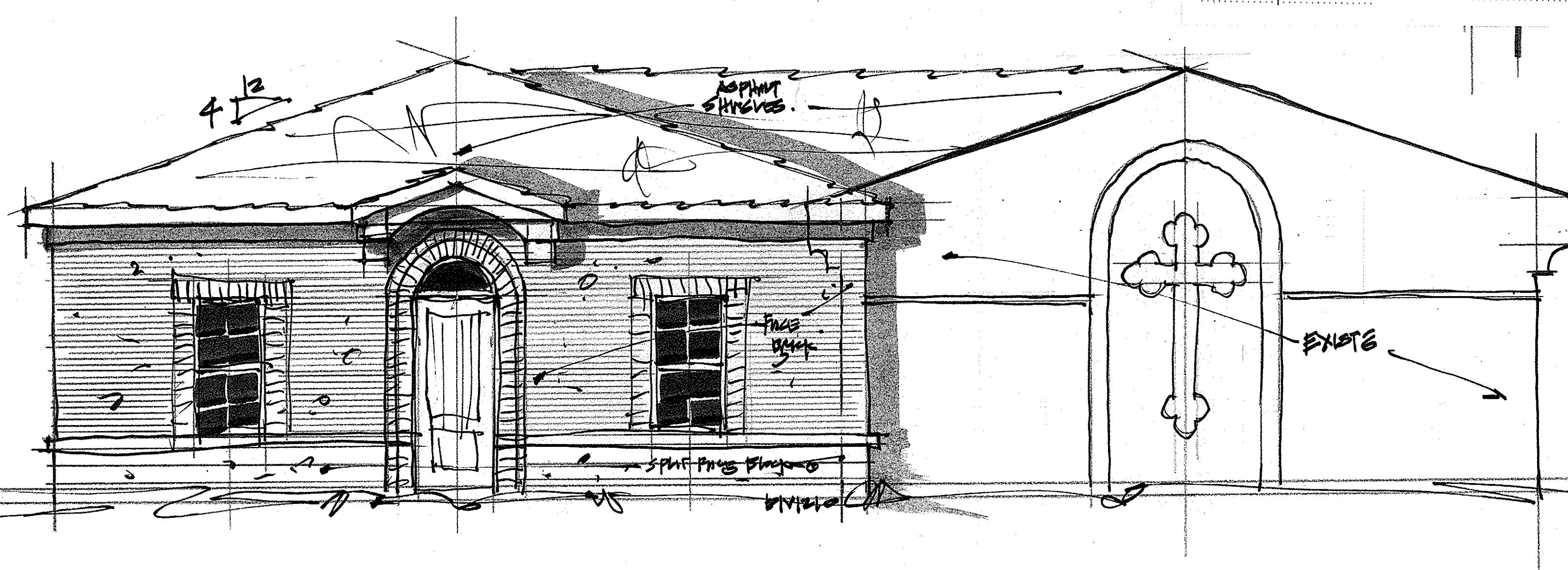
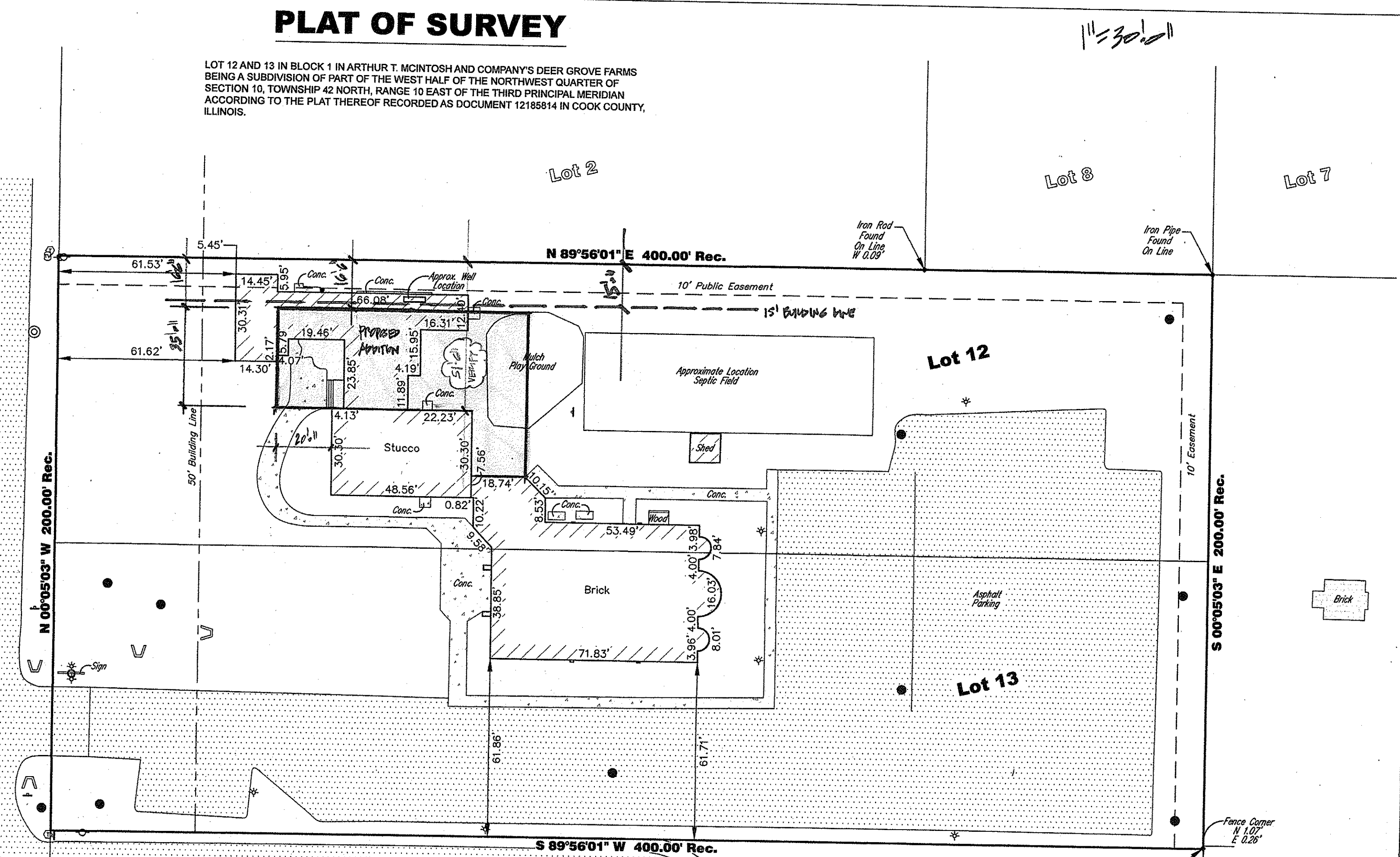
To Be Attached Manually

Attachment: 1449 N QUENTIN ROAD - Service Agreement draft (1449 N. Quentin Road - Water Service Agreement)

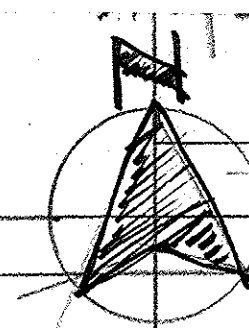


PLAT OF SURVEY

LOT 12 AND 13 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S DEER GROVE FARMS
BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF
SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN
ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12185814 IN COOK COUNTY,
ILLINOIS.



PROPOSED
WEST ELEVATION 4-12-11



PRELIMINARY
SITE PLAN 11-30-11

APPROX. SQ. FOOTAGE
1ST FLOOR ADD BONUS AREA +
2ND FLOOR ADD UNFINISHED AREA +
TOTAL SQ. FT.

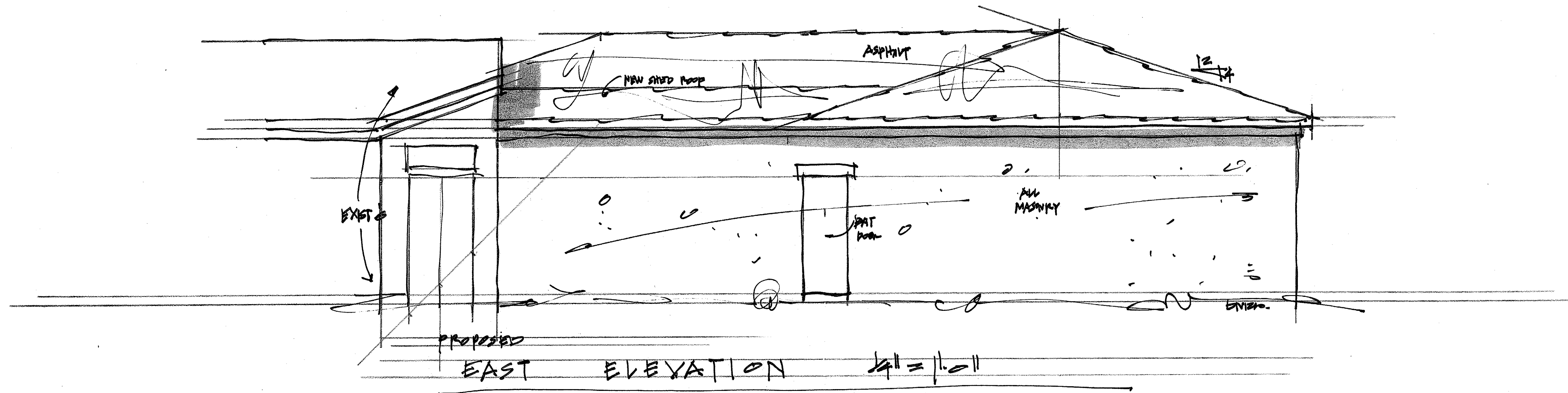
CLIENT: HRC CHURCH
LOT#: 12
PHONE:
CAR#:

JOB# 22-01111
DATE: 1/16/12 REVISED 3/21/12
DESIGNED: MMD 3/23/12
BUILDER:
PRELIM X-5 REVISED

THIS PRELIM AND THE DESIGN IS THE SOLE
PROPERTY OF MM DESIGN

WE HAVE APPROVED THESE PLANS (WITH
ANY NOTED CHANGES) AND AUTHORIZE MM
DESIGN TO PROCEED WITH WORKING FINAL
DRAWING.
CLIENT/BUILDER: DATE:

MM DESIGN
IL. REG. ARCHITECT/DESIGN FIRM
P.O. BOX 3392, BARRINGTON, IL 60011
(847) 401-1106
WWW.MMDISIGNIL.COM



APPROX. SQ. FOOTAGE
1ST FLOOR ADD BONUS AREA +
2ND FLOOR ADD UNFINISHED AREA +

TOTAL SQ. FT.

CLIENT: *HRC*
LOT#:

PHONE#:
CAR#:

JOB# *20014MM*
DATE: *3.23.92*
DESIGNED: *MM*
BUILDER:
PRELIM: *5*

THIS PRELIM AND THE DESIGN IS THE SOLE
PROPERTY OF MM DESIGN

WE HAVE APPROVED THESE PLANS (WITH
ANY NOTED CHANGES) AND AUTHORIZE MM
DESIGN TO PROCEED WITH WORKING FINAL
DRAWING.
CLIENT/BUILDER: DATE:

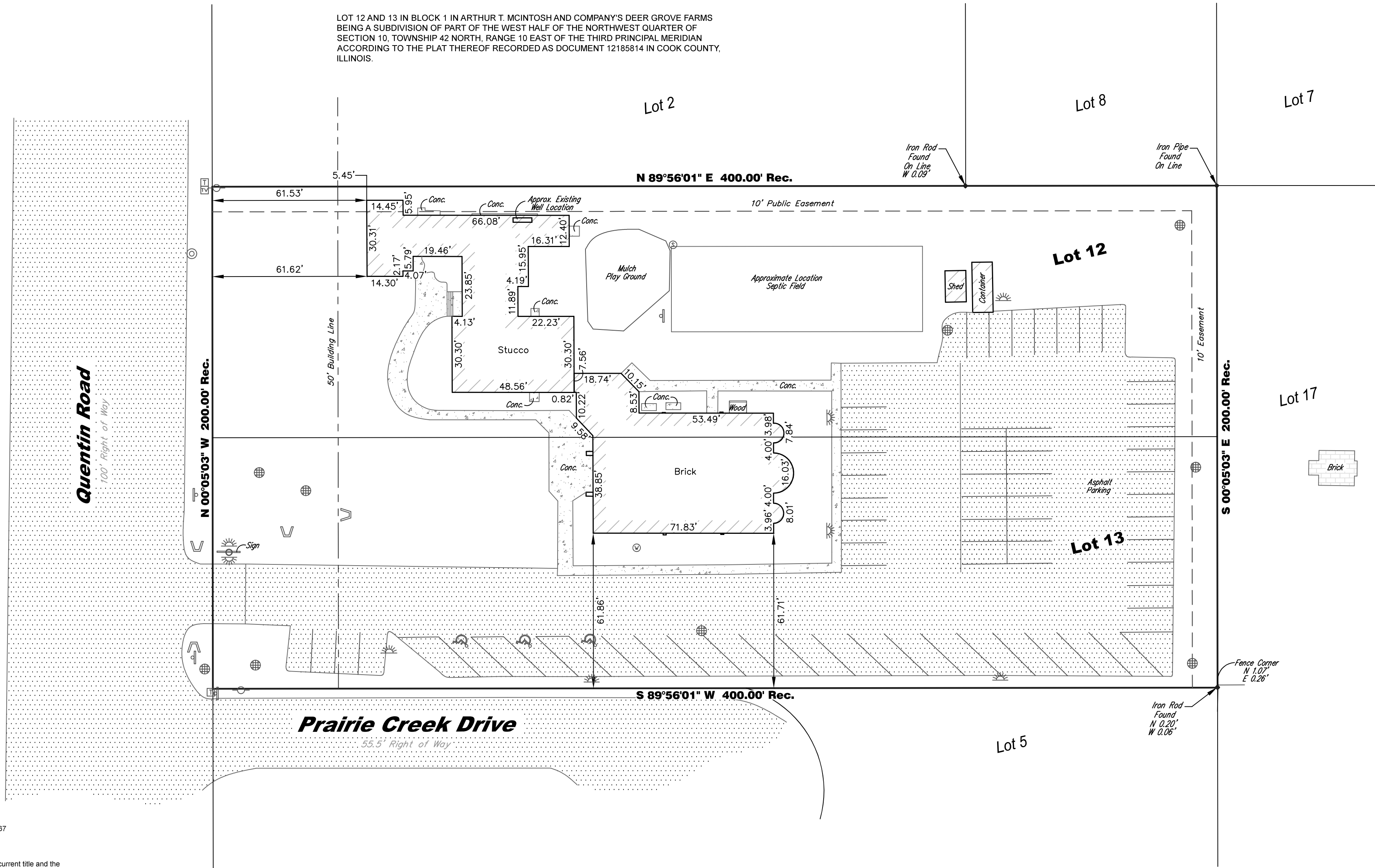
MM DESIGN

IL. REG. ARCHITECT/DESIGN FIRM
P.O. BOX 3392, BARRINGTON, IL 60011
(847) 401-1106
WWW.MMDESIGNIL.COM



PLAT OF SURVEY

LOT 12 AND 13 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S DEER GROVE FARMS BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12185814 IN COOK COUNTY, ILLINOIS.



LEGEND

- IRON PIPE
- ◆ IRON ROD
- ⊗ CATCH BASIN
- ☼ MISC. LIGHT
- UTILITY POLE
- ☒ TELEPHONE PED.
- ☒ CATV PED.
- ⊙ HANDHOLE
- ⌒ F.E.S.
- ELECTRIC
- ⚡ SIGN
- ⊙ SEPTIC LID
- ⊙ PROPOSED WELL
- ♿ HANDICAPPED PARKING

Surveyor Notes:

- Field Work Completed on 8-18-2024
- Prepared for Jason Wegh.
- Site Address: 1449 N. Quentin Road, Palatine, IL 60067
- Pin No.: 02-10-102-043
- The easements shown hereon are provided from the current title and the use of the recorded subdivision plat.
- Compare deed description and site conditions with the data given on this plat and report any discrepancies to the surveyor at once.
- Auto Cad Files will not be released under this contract.
- No boundary corners were set at time of field survey of the subject property by client agreement.
- This plat was prepared without the aid of a title commitment. Refer to a current title commitment for any building lines or easements not shown on this plat.
- The utilities as shown on this drawing were developed from visible observations only.
- All building dimensions and ties are to the current siding material and not to the foundation.
- Bearings are assumed.
- Proposed well location is an approximation.

State of Illinois)
(SS)
County of Lake)

We, Land Surveying Services, Inc. do hereby state that we have surveyed and mapped the property and that this is the Plat that represents the conditions found on the ground at the time of survey.

Given under my hand and seal this 19th day of August, A.D. 2024, at Lake Zurich, Illinois.

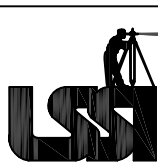
Gloria Jean Koter, an agent for Land Surveying Services, Inc.

Winning Professional Land Surveyor Number 8323
License Expiration Date 11-30-24

STATE OF ILLINOIS
REGISTERED LAND SURVEYOR
GLORIA JEAN KOTER
035-003323

This professional service conforms to the current Illinois minimum standards for a land survey.

Drawn:	ER	Date:	8-19-2024
Revision	Date	Drawn	Checked



Land Surveying Services, Inc.
1182 Heather Drive Lake Zurich, Illinois 60047
Ph. (847)847-1079 Fax. (847)847-1279
Professional Design Firm License No. 184-003632

Field Work Completed: 8-18-2024

Scale: 1" = 30'

Date: 8-19-2024

Site Address:
**1449 Quentin Rd.
Palatine, Illinois**

Job Number
LS191182-1

Sheet Number
SURVEY

Sheet Name
PLAT OF SURVEY

Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility

BACKGROUND:

A Request for Proposals (RFP) was issued in 2018 for Janitorial Maintenance Services for the Police Headquarters, Village Hall, Combined Service Facility, Palatine Metra Train Station, and Gateway Center Parking Deck. The results of the RFP illustrated it would be preferable to utilize two contracts to serve the five locations. One contract was awarded for cleaning of the Village Hall, Train Station, and Parking Deck, and a second contract was awarded for the Combined Service Facility and Police Headquarters, with renewal options for two additional periods. Both contracts are scheduled to expire at the end of this year and renewal for one additional two-year period through 2026 is available.

KEY ISSUES:

- Ultra Cleaning, Incorporated of Palatine, Illinois has agreed to an extension for cleaning the Combined Services Facility and the Police Headquarters.
- 2018-2021 was the initial term of the contract. This proposed contract would be for the second and final renewal for 2025-2026.
- For the Police Headquarters, a 3.1% increase is proposed for 2025 and 2026. For the Combined Service Facility, a 3.2% increase is proposed for 2025 and 2026.
- The proposed monthly cost in 2025 for the Police Headquarters is \$3,545 and for the Combined Service Facility is \$1,415, for a total annual cost of \$59,250. The proposed monthly costs for the Police Headquarters and Combined Service Facility in 2026 are \$3,655 and \$1,460, respectively.
- The Police Headquarters will continue to receive service five days per week and the Combined Service Facility will receive service three days per week.
- Their performance has been adequate and their pricing has been favorable.

ALTERNATIVES:

1. Extend the contract with Ultra Cleaning for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility for 2025-2026.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends that the contract with Ultra Cleaning for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility be extended for 2025-2026.

BUDGET IMPACT:

Funds have been appropriated in the 2025 Public Works Operating Budget to accommodate these services.

ACTION REQUIRED:

Motion to extend the contract with Ultra Cleaning, Incorporated of Palatine, Illinois for Janitorial Maintenance Services for the Police Headquarters and Combined Service Facility in the total amount of \$59,520 for 2025 and \$61,380 for 2026.

ATTACHMENTS:

- Ultra Proposal 2022-2026

 Ultra Cleaning Inc.	Proposal Date: October 26, 2021
From Ultra Cleaning Inc. 1204 Woodbury Ln Palatine IL 60074 (224)-456-1832 ultracleaning.us.com ultracleaninginc@gmail.com	

To Village Of Palatine Attn: Accounts Payable 200 E Wood Street Palatine IL, 60067 (847)-358-7500	
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QTY	DESCRIPTION	MONTHLY COST		YEARLY COST
	Regular Cleaning Service Provided from			
	POLICE HEADQUARTERS January 1 st through December 31, 2022	\$3,240.00		\$38,880
	COMBINED SERVICE FACILITY January 1 st through December 31, 2022	\$1,290.00		\$15,480
	POLICE DEPARTMENT January 1 st through December 31, 2023	\$3,340.00		\$40,080
	COMBINED SERVICE FACILITY January 1 st through December 31, 2023	\$1,330.00		\$15,960
	POLICE DEPARTMENT January 1 st through December 31, 2024	\$3,440.00		\$41,280
	COMBINED SERVICE FACILITY January 1 st through 31, 2024	\$1,370.00		\$16,440
	POLICE DEPARTMENT January 1 st through December 31, 2025	\$3,545.00		\$42,540
	COMBINED SERVICE FACILITY January 1 st through 31, 2025	\$1,415.00		\$16,980
	POLICE DEPARTMENT January 1 st through December 31, 2026	\$3,655.00		\$43,860
	COMBINED SERVICE FACILITY January 1 st through 31, 2026	\$1,460.00		\$17,520

Consider a Motion to Extend the Contract for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station, and Gateway Center Parking Deck

BACKGROUND:

A Request for Proposals (RFP) was issued in 2018 for Janitorial Maintenance Services for the Police Headquarters, Village Hall, Combined Service Facility, Palatine Metra Train Station, and Gateway Center Parking Deck. The results of the RFP illustrated it would be preferable to utilize two contracts to serve the five locations. One contract was awarded for cleaning of the Village Hall, Train Station, and Parking Deck, and a second contract was awarded for the Combined Service Facility and Police Headquarters, with renewal options for two additional periods. Both contracts are scheduled to expire at the end of this year and renewal for one additional two-year period through 2026 is available.

KEY ISSUES:

- Harvard Maintenance, Incorporated of Chicago, Illinois has agreed to an extension for cleaning the Village Hall, Train Station, and Parking Deck.
- 2018-2021 was the initial term of the contract. This proposed contract would be for the second and final renewal for 2025-2026.
- For all three locations, a 5.0% increase is proposed for 2025 and 2026.
- Due to on-going reduced commuter traffic, Staff proposes maintaining the reduction in hours for the afternoon shift at the Train Station and Parking Deck.
- The porter hours at the Train Station and Parking Deck are 6:30am-12:30pm and 3:30pm-6:30pm Monday through Friday and 6:30am-12:30pm Saturday and Sunday. The Train Station is open from 5am-6pm Monday through Friday and from 6am-6pm Saturday and Sunday. Harvard Maintenance has indicated a willingness to add back hours as directed by the Village if necessary.
- The proposed monthly cost in 2025 for the Village Hall is \$3,708.02 and for the Train Station and Parking Deck is \$8,523.95, for a total annual cost of \$146,783.64. The proposed monthly costs for the Village Hall and for the Train Station and Parking Deck in 2026 are \$3,893.42 and \$8,950.15, respectively. Continuing the reduced service hours for the porter results in annual savings of over \$7,600 to the parking fund.
- Village Hall will continue to receive service three days per week and the Train Station and Parking Deck will receive service seven days per week.
- Harvard has cleaned the Train Station and Parking Deck for more than a decade and cleaned the Village Hall since its renovation. Their performance has been favorable and their pricing has been acceptable.

ALTERNATIVES:

1. Extend the contract with Harvard Maintenance for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station, and Gateway Center Parking Deck for 2025-2026.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends that the contract with Harvard Maintenance for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station, and Gateway

Center Parking Deck be extended for 2025-2026. Staff recommends the Village Manager be authorized in an amount equal to the un-reduced amount should it be determined the reduced hours do not match the needs of the Train Station and Gateway Center Campus during the life of the agreement.

BUDGET IMPACT:

Funds have been appropriated in the 2025 Public Works Operating Budget to accommodate these services.

ACTION REQUIRED:

Motion to extend the contract with Harvard Maintenance, Incorporated of Chicago, Illinois for Janitorial Maintenance Services for the Village Hall, Palatine Metra Train Station and Gateway Center Parking Deck in the total amount of \$146,783.64 for 2025 and \$154,122.84 for 2026.

ATTACHMENTS:

- Harvard Quotation 2022-2026

HARVARD MAINTENANCE

Quotation

Harvard Maintenance
525 Lively Blvd.
Elk Grove Village, IL 60007
Phone (847) 758-6100 Fax (847) 758-6101

DATE November 4, 2021
Quotation # 1
Customer ID

Bill To:
Village of Palatine
Elias Koutas, Deputy Director of Public Works
200 Wood Street
Palatine, IL 60067

Quotation valid until: December 4, 2021
Prepared by: Linda Bargi
224-240-6113

Comments or special instructions:

ADDITIONAL SERVICES

Description	AMOUNT
<u>2022-2026 Contract Budget Numbers</u>	
<i>Train Station with Reductions</i>	
Year 2022	\$7,649.93
Year 2023	\$7,883.98
Year 2024	\$8,118.05
Year 2025	\$8,523.95
Year 2026	\$8,950.15
<i>Train Station with NO Reductions</i>	
Year 2022	\$8,223.55
Year 2023	\$8,467.64
Year 2024	\$8,724.54
Year 2025	\$9,160.77
Year 2026	\$9,618.81
<i>Village Hall</i>	
Year 2022	\$3,324.19
Year 2023	\$3,422.88
Year 2024	\$3,528.59
Year 2025	\$3,708.02
Year 2026	\$3,893.42

If you have any questions concerning this quotation, contact:

Linda Bargi 224-240-6113 lbargi@harvardmaint.com

Effective Date: 4-Nov-21

Accepted By:

Reed T. Ottosen
Name
R. J. Ottosen
Signature
2/7/22
Date

THANK YOU FOR YOUR BUSINESS!

Consider a Motion Approving a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine at 1449 N. Quentin Road

BACKGROUND:

The Village requires a Water Service Agreement to be in place prior to providing water service to areas outside of the Village's corporate limits. Holy Resurrection Orthodox Church of Palatine, which is located in unincorporated Palatine, is requesting to connect to the Village's water supply. A Water Service Agreement must be executed with the Village of Palatine outlining the terms and conditions of such to provide such water service connection.

KEY ISSUES:

- Holy Resurrection Orthodox Church is requesting a Water Service Agreement to provide water service their church at 1449 N. Quentin Road. The church is currently pursuing a building permit through the Cook County permitting process for a building addition and renovations therein. The church currently derives water service through an existing well. The proposed building addition and renovations will require the building to provide a fire suppression sprinkler, which requires access to Village water service.
- The customer will apply for the necessary Village permits to connect with the Village water service along Quentin Road and is in need of an executed Water Service Agreement to begin construction and receiving water. The church has requested a maximum allocation of 500 gallons per day, which is comparable to another recent water service agreement for a church on Rand Road, which was approved earlier this year.
- The Village requires a security deposit from the customer, prior to the commencement of water service. The church is agreeable to annexation into the Village, should the Village ever request an annexation under the terms of the Water Service Agreement. The church is also agreeable to a 10-foot easement along the Quentin Road frontage to address any future Village infrastructure needs or maintenance therein, as requested by the Village Engineer and outlined in the Water Service Agreement.

ALTERNATIVES:

1. Authorize the Mayor to execute the Water Service Agreement.
2. Do not authorize execution and refer back to Staff.

RECOMMENDATION:

Staff recommends approval of a motion authorizing the Mayor to execute a Water Service Agreement with Holy Resurrection Orthodox Church of Palatine.

ACTION REQUIRED:

A motion authorizing the Mayor to execute the agreement, subject to review by the Village Attorney.

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RECOMMENDATION:

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BUDGET IMPACT:

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