



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

NOVEMBER 12, 2019

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:05 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, and Director of Public Works Matt Barry

II. PLEDGE TO THE FLAG – Time: 7:06 PM

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

III. APPROVAL OF MINUTES

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

1. Village Council & Committee of the Whole - Special Meeting - November 2, 2019
- **Accepted**
2. Village Council & Committee of the Whole - Regular Meeting - November 4, 2019
- **Accepted**

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Friday, November 15: 6:30PM - 8:30PM
Paint Night - Paint Your Pet
Twin Lakes

Friday, November 15: 6:30PM - 10PM
Salt Creek Park District Parents Night Out
Rose Park

Saturday, November 16: 9AM-2PM
Salt Creek Park District Craft Fair
Salt Creek Sport Center

Saturday, November 16: 12PM
Turkey Shoot
Twin Lakes

Saturday, November 16: 1PM - 4PM
STEAM Fair!
Palatine Public Library

Sunday, November 17: 8AM - 1:30PM
Knights of Columbus Blood Drive
St. Thomas of Villanova School

Winter Coat Drive until Saturday, November 30
The Palatine Police Department is collecting new and gently used coats for all ages. Drop off is in the Palatine Police Department Lobby. The coats will go to the Palatine Assistance through Hope program to benefit the residents of Palatine.

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:06 PM

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

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

VI. COMMITTEE OF THE WHOLE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

TIM MILLAR, CHAIRMAN

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

Village Manager Reid Ottesen referenced the 1999 Intergovernmental Agreement allowing Palatine to provide water service to limited areas of Deer Park. In 2016, an Agreement between the Village of Palatine and RHP Deer Park Project, LLC for water service was signed, now RHP Deer Park is preparing to sell the property and wants to transfer the Water Service Agreement rights to Deer Park Crossing, LLC requiring the Village of Palatine to assign the original Water Service Agreement. Staff recommends authorizing the Mayor to execute an assignment of the Water Service Agreement with RHP Deer Park Project, LLC to Deer Park Crossing, LLC.

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

2. As Submitted -

Nothing was submitted.

B. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Design Engineering Services for Water Main Replacement Projects:
Public Works Director Matt Barry explained annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. In accordance with the 2010 Master Water System Improvement Program, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The scope of improvements planned for 2020 exceed in-house capacity, thus consulting engineering is recommended. Construction of these planned water main replacements is included in the 2020 Capital Improvement Plan.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

- A. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Cooper Drive and Grissom Drive Water Main Replacement Projects - **Approved** (Council District: Four)

Staff recommends authorizing the Village Manager to execute an agreement with Gewalt Hamilton Associates, Inc. for design engineering services for the Cooper Drive and Grissom Drive water main replacements in the not-to-exceed amount of \$32,780.

- B. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rand Road and Hale Street Extension Water Main Replacement Projects - **Approved** (Council District: Four)

Staff recommends authorizing the Village Manager to execute an agreement with BLA, Inc. for design engineering services for the Rand Road and Hale Street Extension water main replacements in the not-to-exceed amount of \$32,945.

- C. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Victoria Drive and Thomas Street Water Main Replacement Projects - **Approved** (Council District: Five)

Staff recommends authorizing the Village Manager to execute an agreement with Robinson Engineering, Ltd. for design engineering services for the Victoria Drive and Thomas Street water main replacements in the not-to-exceed amount of \$65,100.

2. As Submitted -

Nothing was submitted.

C. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:11 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

D. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:11 PM*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:12 PM*BRAD HELMS, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:12 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:12 PM

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, 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.

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

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

2. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Cooper Drive and Grissom Drive Water Main Replacement Projects - **Approved** (Council District: Four)
3. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rand Road and Hale Street Extension Water Main Replacement Projects - **Approved** (Council District: Four)
4. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Victoria Drive and Thomas Street Water Main Replacement Projects - **Approved** (Council District: Five)
5. Consider an Ordinance Granting a Minor Administrative Variation to Allow the Replacement of an Existing Deck at 430 S. Bennett Avenue - **Approved** (Council District: Two)

Ordinance #O-94-19

6. Consider an Ordinance Granting a Minor Administrative Variation for a Shed in an Easement at 1201 W. Bedford Drive - **Approved** (Council District: One)

Ordinance #O-95-19

7. Consider an Ordinance Granting a Minor Administrative Variation for a Shed in Utility Easement at 650 E. Pompano Lane - **Approved** (Council District: Four)

Ordinance #O-96-19

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:13 AM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

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

No one came forward.

XIII.ADJOURNMENT – Time: 7:14 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, Lamerand, Myslinski, Solberg, Kozlowski, Helms

SUBMITTED BY:

Margaret R. Duer
Village Clerk



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SPECIAL VILLAGE COUNCIL MEETING

MINUTES

NOVEMBER 2, 2019

8:30 AM

I. ROLL CALL

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Present	8:41 AM
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	Absent	
Brad Helms	District 6 Councilman	Present	

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Deputy Fire Chief Pat Gratziana, Deputy Fire Chief Scott Mackeben, IT Director Larry Schroth, Director of Community Services Harry Spila, Human Resources Assistant Monika Pandya, Police Chief Dave Daigle, Deputy Police Chief William Nord and Deputy Police Chief Mike Seebacher

II. AGENDA ITEM

A. Consider a Discussion of the CY 2020 Proposed Budget & Capital Investment Plan -

Chairman of the Business, Finance and Budget Committee, Councilman Solberg opened discussion of the CY 2020 Proposed Budget, thanking staff for preparing a clear, concise budget while maintaining the high caliber of services the residents of Palatine expect and deserve.

Village Manager Reid Ottesen provided an overview of the Proposed Budget for CY 2020, the first Public Discussion of the CY 2020 Proposed Annual Budget and Capital Investment Plan for the Village of Palatine totaling \$123,157,514, of which \$77,783,063 is the Operations Budget, and \$45,374,451 is the Capital Budget, TIF Districts, Debt Service, Transfers, Casualty/Liability/Health, other insurance Programs, and Pension Administration requirements.

This CY 2020 Proposed Budget represents an increase of 2.41% over the 2019 Budget and reflects the impact of the economic climate while continuing to offer the core services expected by the residents of Palatine while living within our financial means.

Ottesen noted that this is the first public presentation of the CY 2020 Proposed Budget, to be followed by public discussions November 4 and, if necessary, November 12. The required Public Hearing is scheduled for November 18, with the final budget adoption on December 2.

The increase property tax will cost the average homeowner less than \$10.

Ottesen concluded this is a dynamic plan to provide core services, drive efficiency, save cost, implement strategic plan, avoid cost increase, meet statutory requirements, replace aging infrastructure, outsource or realign personnel to meet needs.

Councilman Millar stated that the Proposed Budget captures growth of TIF Districts now, but cautioned about moving forward after the TIF districts are retired.

REVENUE OVERVIEW

Ottesen continued outlining revenue sources noting continued growth in all areas except 62% reduction in Hotel Motel Tax due to the closing of the Holiday Inn Express.

Ottesen indicated that there have been several changes in the past two weeks since the Proposed Budget was developed. Specifically the Village Council authorized the early retirement of a bond and the State now has a pending bill for public safety pension reform. Based upon these developments, Ottesen is recommending that the 2.75% property tax increase be reduced to 1%. Based upon the growth in assessments from the retiring Dundee Road TIF District, the average homeowner may actually see a reduction in their Village levy because of the new assessed value of the TIF.

Councilman Solberg agreed with the recommendation and the Committee concurred.

Ottesen indicated he would adjust the budget prior to the Public Hearing.

CAPITAL BUDGET OVERVIEW

Staff was prepared to implement a Motor Fuel Tax, however, the State of Illinois came through with sharing a larger portion of the Motor fuel Tax with local communities.

Telecommunication Tax Revenues are plummeting by nearly 2 thirds.

OPERATING BUDGET

Ottesen noted the increase in personnel services, based on new positions and increases in health insurance and pension payments. IMRF reduced rate of return assumption. Palatine continues to maintain a balance between cost and level of performance--doing more with less.

In response to Councilman Solberg, Ottesen supplied the percentage of residential vs commercial: 70% residential, 30% commercial. Trend has been increased residential assessments, but recently, with addition of some major commercial businesses, this may change.

DEPARTMENT OPERATING BUDGETS

PUBLIC WORKS -0.03% reduction

Public Works Director Matt Barry presented initiatives to commence 10-year road maintenance plan, in-house resurfacing, develop a 10-year water system maintenance plan, explore Smith/Colfax watershed improvement with MWRD, integrate time entry software to improve efficiency, complete Combined Services Facility improvement design.

Councilman Lamerand asked about leaf pick alternatives relative to snow interference. Barry said alternatives are under consideration.

In response to Mayor Schwantz, Barry agreed, interconnecting water systems with neighboring communities specifically Hoffman Estates, offers savings.

Ottesen added that NWWC will begin looking at some positive changes in the next year creating larger interconnects between the larger group municipality customers.

In response to Councilman Myslinski, Barry stated in 10 years, or likely less, all roads in Palatine will have curbs and gutters, solving unique drainage areas.

POLICE 2.2% increase

Police Chief Dave Daigle presented initiatives to increase patrol, grant funding, technology, and police beat structure. Daigle stated that officers are being trained for marijuana surveillance.

Councilman Lamerand asked about sharing services and specialized equipment with neighboring municipalities for handling the new recreational marijuana legalization and directed staff to estimate cost of free vehicle sticker for active military.

Ottesen said currently one vehicle sticker is discounted to active and retired military.

Mayor Schwantz asked if the IL Secretary of State driver's license lists could help in vehicle sticker crack down and about any change in laws for evidence storage.

Daigle stated Palatine Police are constantly auditing.

In response to Councilman Myslinski, Daigle quoted a \$400 cost for marijuana blood test is prohibitive.

Ottesen stated that sales tax on marijuana is unknown; a line item will be in the 2021 budget.

FIRE 7.38% increase

Deputy Fire Chief Pat Gratziana presented initiatives to continue Community Risk Reduction, implement EnerGov and ExecuTime, negotiate Collective Bargaining Agreement, and monitor impact of new RM stations and mutual aid response times on GIS.

COMMUNITY SERVICES 13.21% increase

Ottesen noted initiatives to implement Phase II InterGov, Smith /Dundee-Deer Grove bike path, Proactive Code Enforcement position and program.

In response to Councilman Solberg regarding streamlining the violation inspection process, Ottesen stated the goal is compliance.

In response to Councilman Helms regarding the potential of the new interactive program to streamline compliance, Community Services Director Harry Spila stated that is the purpose.

Councilman Myslinski asked about improving efficiencies dealing with violations in apartment complexes. Spila stated that certain complexes are targeted each year and the complex owner is responsible for the tenants' compliance.

FINANCE & OPERATIONS 7.17% increase

Ottesen highlighted banking fees' significant increase especially as credit card use increases, incurring \$40,000 fees. Initiatives include implementing New World System ERP, transitioning Business License Program to Planning Department, reviewing outstanding bond issues, and analyzing credit card fees.

INFORMATION TECHNOLOGY 5.93% increase

Ottesen noted increase in cost of Cloud Storage, and initiatives of implementing EnerGov software, implementing time entry scheduling software, complete Citation and Adjudication software, update disaster recovery plan.

PLANNING & ZONING 19.4% increase

Ottesen cited initiatives to implement EnerGov, prepare Phase 2 Northwest Highway Sub-Area Analysis Hicks Road west.

In response to Councilman Helms' concern about shifts to Planning & Zoning and extending the small department too far, Ottesen stated the automation streamlines efficiency.

VILLAGE MANAGER 3.10% increase

Ottesen reported initiatives to increase electronic newsletters and social media, reduce to one annual paper newsletter, monitor impact of legalized marijuana in Illinois, update and prepare for recodification Village Code of Ordinances with Village Clerk's Office. Ottesen added that efficiency in Administration personnel

has increased through cross-training.

VILLAGE CLERK 2.35% increase

Ottesen highlighted initiatives of continued cross-training, and MCI and IIMC training opportunities.

HUMAN RESOURCES 9.8% increase

Ottesen noted initiatives to transition Health Insurance to IPBC and Gallagher, complete 2019 contract negotiations (Police, Public Works), begin 2020 contract negotiations (Fire), initiate supervisor roundtable training on workplace issues.

LEGAL 2.52% increase

MAYOR AND COUNCIL 1.35% increase

Ottesen noted initiative to continue to expand intergovernmental relationships to reduce cost and improve services, support projects to provide revenue diversification, maintain core services, and monitor pension funding improvements.

BOARDS & COMMISSIONS 0.00% increase

NON-OPERATING EXPENSES & CAPITAL INVESTMENT

Buildings & Facilities \$1,043,500	137.16% increase
Storm Water Management \$570,000	37.35% increase
Sanitary Sewer System \$150,000	-72.73% decrease
Right of Way Improvements \$1,100,048	41.58% increase
Streets \$5,980,485	88.46% increase
Technology \$183,900	-50.58% decrease
Vehicle & Equipment \$1,632,035	206.22% increase
Water System \$3,787,350	3.27% increase

NON-OPERATING AND OTHER EXPENSES

Health Insurance \$0 decrease	-100.00%
Casualty/Liability Insurance Program \$1,847,800 increase	4.09%
Pension Benefits & Administration \$13,349,500 7.70% increase	
Other Personnel and Insurance Services/Charges \$2,020,255 1.51% increase	
Transfers \$2,569,399 increase	31.92%

NON-OPERATING DEVELOPMENT

Non TIF Refunds and Expenses \$31,100	1.63% increase
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TIF Redevelopment Projects \$918,500 -19.81% decrease
 TIF Surplus Rebate \$3,237,228 160.44% increase

NON-OPERATING DEBT SERVICE

Debt Service \$10,426,105 -9.21% decrease
 Total Outstanding Debt (Principal Due 12-31-2019) \$59,675,000 100.00% increase

BOND RATING

Moody's Aa2
 Standard & Poor's AA+

Budget Documents Are Available at:

Village Clerk's Office
www.palatine.il.us

III. ADJOURNMENT

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

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

-

SUBMITTED BY:

Margaret R. Duer
 Village Clerk

Minutes Acceptance: Minutes of Nov 2, 2019 8:30 AM (APPROVAL OF MINUTES)



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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

NOVEMBER 4, 2019

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 Nicholas Standiford, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Fire Chief Scott Andersen, IT Systems Engineer Bryan Keadle, Director of Community Services Harry Spila, Director of Human Resources Pam Jackson and Police Chief Dave Daigle

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 - October 21, 2019
- Accepted

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Greg Solberg, District 4 Councilman

Minutes Acceptance: Minutes of Nov 4, 2019 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz introduced Scott Britton, Cook County Commissioner, here this evening to commend the Zimmer family for its role in the commercial growth of Palatine.

Cook County Commissioner Scott Britton presented the Zimmer Family Certificate of Recognition to David Freeman, Zimmer Family member, for its contribution to the Village of Palatine since 1883, its continuous retail operation and active participation in the downtown community for 136 years.

Mayor Schwantz announced upcoming events:

Tuesday November 5: 7PM-9PM
Palatine Cool Cities Team Meeting
Village Hall

Wednesday November 6: 8:30AM-10AM
Coffee with Cook County Commissioner Scott Britton
McDonald's 15 E. Dundee Road, Arlington Heights, IL

Thursday November 7: 5:30PM-8:30PM
District 211 Foundation - Realtors Against Homelessness
Stonegate Banquet Centre - Hoffman Estates

Saturday November 9: 10AM-3PM
Business Expo & Community Showcase
Falcon Park Recreation Center

Saturday November 9: 5PM-7:30PM
Knights of Columbus Spaghetti Dinner
St. Theresa Church - Lower Dolan Center

Monday November 11
Veteran's Day - Village Offices Closed

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:07 PM

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:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

Minutes Acceptance: Minutes of Nov 4, 2019 7:00 PM (APPROVAL OF MINUTES)

VI. COMMITTEE OF THE WHOLE

A. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:07 PM

BRAD HELMS, CHAIRMAN

1. Consider a Request for Temporary Street Closures and Waiver of the Village's Sound Amplification Ordinance for the Sikh Religious Society's 'Birthday Anniversary Parade/Procession' on November 9, 2019 - **Approved by Voice Vote** (Council District: One)

Deputy Village Manager Mike Jacobs presented the Sikh Religious Society's request for the temporary closure of streets and a waiver of the Village's Sound Amplification Ordinance to allow for a 'Parade/Procession' on Saturday, November 9, 2019, as revised from a prior request, with a shorter route in the area of 1280 Winnetka Street and reduced time from 10 AM to Noon. Notification of area residents is required. The Police Department will use on-duty personnel to assist with the event.

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

2. As Submitted -

Nothing was submitted.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:09 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider an Ordinance Voluntarily Annexing the Property Located at 130 E. Wilmette Avenue - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the request by the 130 E. Wilmette property owners for voluntary Annexation, with an existing single-family home and improvements on 0.865 acres. It is adjacent to Village of Palatine boundary. Per Code, the property would be zoned R-1 Single-Family Residential upon annexation. The existing lot and residence conform to all of the R-1 required bulk standards and setbacks. Staff recommends approval.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Consider an Ordinance Rezoning the Property at 1008 N. Deer Avenue from R-1 Single-Family Residential to R-2 Single-Family Residential - **Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the homeowner's petition to rezone the property, approximately 17,000 square feet, from R-1 Single-Family Residential to R-2 Single-Family Residential and to maintain the existing residence. The R-1 requires a minimum lot size of 20,000 square feet. In the future, the petitioner intends to construct a garage addition that would encroach into the required R-1 setbacks. It should be noted that if the rezoning to R-2 is granted, the property could not be subdivided without relief as the resulting lots could not meet the applicable R-2 lot width, lot depth, and lot area requirements. The Plan Commission voted 7-0 to approve and staff concurs.

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

3. As Submitted -

Nothing was submitted.

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

7:12 PM

TIM MILLAR, CHAIRMAN

1. Consider a Motion to Authorize the Purchase of a Replacement Fire Department Video Conference System - **Approved by Voice Vote**

Village Manager Reid Ottesen presented the proposal to purchase (replacing a 15+ year old system) the video conference system in the Fire Department used to facilitate communications and training between the different stations, with a three year equipment maintenance program and cloud services. After three years, the estimated total annual maintenance and cloud service costs are \$7,000. Staff recommends approval of the purchase of Webex Video Conference system and services from Mindsight in the amount of \$54,855.69.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. As Submitted -

Nothing was submitted.

D. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:13 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Motion Authorizing the Village Manager to Execute Amendment #1 for Additional Design Engineering Services for the Brockway Street Improvements Project - **Approved by Voice Vote**

Public Works Director Matt Barry and staff recommends that the Village Manager be authorized to execute Amendment #1 from BLA, Inc. for additional design engineering services for Phase II for design improvements to Wood Street project, from Smith Street to Plum Grove Road, and Greeley Street, from Palatine Road to Washington Street in the not-to-exceed amount of \$37,905.

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

2. Consider a Resolution Appropriating Funds for the Dundee Road Alterations Project - **Adopted by Voice Vote**

Public Works Director Matt Barry explained The Illinois Department of Transportation (IDOT) received a highway safety grant and plans to install barrier medians with selective openings on Dundee Road between Rand Road and Kennedy Drive. The State will prepare the plans, award a contract and conduct all engineering inspections during the course of construction. The Village will reimburse the State for its portion of the improvements including Village owned equipment on traffic signals for Police and Fire response. The Resolution appropriates \$47,035 for the Village to pay its share of the improvements and will pay 50% of the estimated local costs upon the State's awarding of the contract. The remainder will be paid upon completion of the project based upon final costs and actual expenses incurred. These costs are TIF eligible expenses and will be covered by the Rand/Dundee TIF District. Staff recommends approval of the resolution appropriating funds.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:15 PM

GREG SOLBERG, CHAIRMAN

1. Consider Continued Discussion of the CY 2020 Proposed Budget & Capital Investment Plan -

As a result from Saturday's Budget Review, Village Manager Reid Ottesen offered the following adjustments to the Proposed CY 2020 Budget:

- reducing the property tax levy increase from 2.75% to 1%
- reducing the proposed budget increase from the original 2.41% to 2.08%.

Ottesen reviewed the shift in assessed valuation of residential, commercial and industrial properties over the last 20 years as commercial and industrial percentages have decreased and residential has increased, due in part to residential growth in the downtown, annexations, and previous Cook County Assessors reducing valuation on the commercial base.

Ottesen clarified that Vehicle sticker discounts are available, one per household containing a senior, handicapped resident, disabled veteran and active military.

Ottesen recommended adding Leaf Collection as an action item for Public Works with a report back no later than June 2020.

Ottesen announced the remaining key dates of the CY 2020 Operating Budget & Capital Investment Plan review and adoption process:
November 18 (Public Hearing), and
December 2 (Adoption of Budget and related ordinances and resolutions).

2. As Submitted -

Nothing was submitted.

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:19 PM*DOUG MYSLINSKI, CHAIRMAN***1. As Submitted -**

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:19 PM**Reconvene the Village Council Meeting - Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	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.

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

1. Consider a Motion to Approve 2019 Warrant #21 - **Approved**
2. Consider a Request for Temporary Street Closures and Waiver of the Village's Sound Amplification Ordinance for the Sikh Religious Society's 'Birthday Anniversary Parade/Procession' on November 9, 2019 - **Approved** (Council District: One)
3. Consider an Ordinance Rezoning the Property at 1008 N. Deer Avenue from R-1 Single-Family Residential to R-2 Single-Family Residential - **Approved** (Council District: One)

Ordinance # O-91-19
4. Consider a Motion to Authorize the Purchase of a Replacement Fire Department Video Conference System - **Approved**

5. Consider a Motion Authorizing the Village Manager to Execute Amendment #1 for Additional Design Engineering Services for the Brockway Street Improvements Project - **Approved**
6. Consider a Resolution Appropriating Funds for the Dundee Road Alterations Project - **Adopted by Roll Call**

Resolution #R-37-19

7. Consider an Ordinance Transferring Special Use Ordinance #O-145-14, as Amended, to Permit the Continued Operation of a Massage Use at 1709 N. Rand Road - **Approved** (Council District: Four)

Ordinance #O-92-19

IX. REPORTS OF STANDING COMMITTEE – Time: 7:19 PM

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

7:20 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

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

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:20 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider an Ordinance Voluntarily Annexing the Property Located at 130 E. Wilmette Avenue - **Motion Carried by Roll Call** (Council District: Two)

This item was discussed earlier this evening during the Community & Economic Development Committee Meeting.

Ordinance #O-93-19

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. As Submitted -

No Report

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

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:20 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

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

DOUG MYSLINSKI, 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

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**

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Nov 4, 2019 7:00 PM (APPROVAL OF MINUTES)

Consider a Motion Authorizing the Mayor to Execute the Assignment of the Water Service Agreement Between the Village of Palatine and RHP Deer Park Project, LLC

BACKGROUND: Since 1999, the Village of Palatine and Village of Deer Park have had an Intergovernmental Agreement that allows Palatine to provide water service to limited areas of Deer Park. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES: In 2016, RHP Deer Park Project, LLC entered into a Water Service Agreement with Palatine for water service at the apartment complex they were constructing within Deer Park Town Center. RHP Deer Park is now preparing to sell their property and would like to transfer the Water Service Agreement rights to Deer Park Crossing, LLC and part of the transaction requires the Village of Palatine to assign the original Water Service Agreement. All securities will remain in place.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of a motion authorizing the Mayor to execute an assignment of the Water Service Agreement with RHP Deer Park Project, LLC to Deer Park Crossing, LLC.

ACTION REQUIRED:

A motion authorizing the Mayor to execute the assignment.

ATTACHMENTS:

- Notice and Acknowledgment of Assignment Deer Park Crossing

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

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

THIS ACKNOWLEDGEMENT OF ASSIGNMENT (“Acknowledgement”) is made effective as of _____, 2019, by the Village of Palatine.

Recitals

A. 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).

B. Palatine and the Village of Deer Park entered into an Intergovernmental Water Agreement between the Village of Palatine and the Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park, dated August 9, 1999 (“Intergovernmental Agreement”), in which the Village of Palatine agreed to supply water to retail water customers within a certain defined area as described in said Intergovernmental Agreement. A copy of the Intergovernmental Agreement is attached hereto as Exhibit A.

C. Palatine and the Village of Deer Park entered into a First Amended Intergovernmental Water Agreement between the Village of Palatine and the Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park, dated November 18, 2013 (“First Amended Intergovernmental Agreement”). A copy of the First Amended Intergovernmental Agreement is attached hereto as Exhibit B.

D. Palatine and RHP Deer Park Project, LLC, an Illinois limited liability company (“RHP”), entered into a Water Service Agreement, dated October 9, 2016, in which RHP was identified as the legal title holder of the rights and interests in connection with the Water Service Agreement (“Agreement”). A copy of the Agreement is attached hereto as Exhibit C.

E. RHP and Deer Park PT LLC, a Delaware limited liability company (“Deer Park PT”) have entered into a certain Agreement of Purchase and Sale, dated August 27, 2019 (“Purchase Agreement”), for the purchase and sale of the real property commonly known as Deer Park Crossing, located in Deer Park, Illinois (“Property”), which Property is currently owned by RHP and covered by the Agreement. Deer Park PT has assigned its rights under the purchase Agreement to Deer Park Crossing, LLC, a Delaware limited liability company (“Deer Park Crossing”), pursuant to a certain Assignment of Purchase and Sale Agreement, a true and correct copy of which is attached hereto as Exhibit D.

F. Pursuant to a certain Assignment of Leases, Service Contracts, Warranties and Other Intangible Property (“Assignment”), RHP’s rights and obligations under the Agreement are to be assigned to Deer Park Crossing, as proposed purchaser of the Property, upon the purchase of the Property. A true and correct copy of the Assignment is attached hereto as Exhibit E.

G. Palatine desires to confirm, approve and acknowledge the assignment of RHP’s rights and obligations under the Agreement to Deer Park Crossing.

Acknowledgement

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. Acknowledgment. Effective as of the conveyance of the Property under the Purchase Agreement (the "Acquisition Date"), the Village shall deem RHP's assignment of its rights and obligations under the Agreement to Deer Park Crossing to be confirmed, approved and acknowledged. Furthermore, as of the Acquisition Date, RHP shall be deemed released of any and all obligations under the Agreement, and Deer Park Crossing shall be substituted for RHP under and pursuant to the Agreement and shall assume all rights and obligations of RHP under the Agreement accruing after the Acquisition Date.

3. Notice. All notices or communications to be provided to Deer Park Crossing under the Agreement shall be in writing and shall be delivered to in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed as follows:

DEER PARK CROSSING, LLC
c/o Redwood Capital Group, LLC
Attn: Bill McDougall
1 East Wacker Drive, Suite 1600,
Chicago, Illinois 60601

until and unless other addresses are specified by notice given in accordance herewith.

4. Responsible Party. Initially, Bill McDougall, (312) 995-7306, shall be the responsible individual on behalf of Deer Park Crossing in charge of the water operations in connection with the Property, until such time as notice is given to Palatine as to such individual's successor.

5. Security Deposit. Effective as of the Acquisition Date, the Security Deposit paid to Palatine by RHP, and any and all rights under the Security Deposit under the Agreement, shall be deemed assigned to Deer Park Crossing.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement to be duly executed on the day and year first above written.

VILLAGE OF PALATINE, an Illinois
Municipal corporation:

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Village Clerk

STATE OF ILLINOIS)
)
 COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor and _____, Village Clerk of the Village of Palatine, personally known to me to be the same persons whose names are subscribed to the foregoing Acknowledgment of Assignment, Pertaining to Certain Property within the Village of Deer Park, 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 _____, 2019.

 Notary Public

LIST OF EXHIBITS

- EXHIBIT A Intergovernmental Water Agreement, dated August 9, 1999
- EXHIBIT B First Amended Intergovernmental Water Agreement between the Village of Palatine and the Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park, dated November 18, 2013
- EXHIBIT C Water Service Agreement between the Village of Palatine and the Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park, dated October 9, 2016
- EXHIBIT D Assignment of Purchase and Sale Agreement
- EXHIBIT E Assignment of Leases, Service Contracts, Warranties and Other Intangible Property

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Cooper Drive and Grissom Drive Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Cooper Drive, from Clark Drive to Williams Drive, and on Grissom Drive, from Cooper Drive to Williams Drive, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the Cooper Drive and Grissom Drive water main replacements in the not-to-exceed amount of \$32,780.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the Cooper Drive and Grissom Drive water main replacements in the not-to-exceed amount of \$32,780.

ATTACHMENTS:

- Gewalt Hamilton Proposal
- 2020 Watermain Replacement

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Doug Myslinski, District 3 Councilman
SECONDER: Tim Millar, District 1 Councilman
AYES: Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

October 1, 2019

Mr. George S. Ruppert, P.E.
 Village Engineer
 Village of Palatine
 148 W. Illinois Avenue
 Palatine, IL 60067

Re: Proposal for Engineering Services
 2020 Watermain Improvements
 Palatine, Illinois
 GHA Proposal No. 2019.M088

Dear Mr. Ruppert:

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. (GHA) to provide engineering services to the Village of Palatine (Client). Based on our understanding of this project, we submit the following for your review and acceptance:

I. Scope of Services

The Project is generally defined as providing topographic survey, design engineering services, and preparation of permit and contract bid documents for the construction of approximately 2,550 feet of watermain improvements along East Cooper Drive and Grissom Drive, in the Village of Palatine, IL. Work will include replacement and upgrading of the existing watermain to help relieve the system of the frequent breaks currently experienced in the area. Accordingly, we propose the following general scope of services:

A. Site Topographic Survey/Base Plan Drawings

1. Perform a topographic field survey of the proposed project limits to create an existing conditions plan and identify any major visible issues that could impede the success of the proposed demolition.
 Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
 Work will be limited to that area within the right-of-way necessary for site plan generation purposes.
2. Identify trees 6" and larger in the areas of proposed impact as deciduous or coniferous.
3. Locate and survey sufficient property monumentation in the project area to reasonably confirm the position of the property lines within the project limits.
4. Obtain existing, available plats.
5. Identify the visible utilities, sanitary and storm manholes, catch basins, inlets and water valves (Design JULIE) in the project area.

B. Construction Document Preparation

1. Prepare a Preliminary Engineering Plan set for the proposed improvements that provides for the Plan/Profile and any necessary design cross sections of a watermain conveyance along the proposed route. Plan details will generally include:
 - a. Preliminary plan and profile for the new watermain corridor along the proposed route;
 - b. Preliminary cross sections and details of construction; and
 - c. Preliminary site geometrics and alignment information.
 2. Prepare a Preliminary Engineer's Estimate of Probable Construction Costs for the improvements.
 3. Attendance at one (1) meeting with Village staff has been included for Preliminary Engineering.
 4. Upon receiving approval of the Preliminary Engineering Plans, we will proceed with the preparation of final design documents for this project. Plan details will generally include:
 - d. Development of general construction notes and specifications to be included on the plans;
 - e. Completion of the drainage corridor design plan and profiles;
 - f. Preparation of a Final Engineer's Estimate of Probable Construction Costs.
 5. Assemblage of Final Engineering Plans. We estimate the final plan set for this project will include the following data:
 - a. Summary of Estimated Quantities;
 - b. Plan Notes, Specifications, and Details;
 - c. Plan and Profile Design Plans
 6. Attendance at one (1) meeting with the Village has been included for Final Engineering.
- C. GHA will assist with obtaining the required permits through the following regulatory agencies:
1. Watermain Construction Permit – Illinois Environmental Protection Agency

II. Preliminary Schedule

Both GHA and the Village will put forth reasonable efforts to complete their respective duties in a timely manner. GHA is prepared to commence work immediately upon receipt of the executed Agreement. Depending on weather conditions related to surveying tasks, we estimate that engineering design and plan preparation will take approximately six to eight (6-8) weeks to complete, plus appropriate time for Village and permitting review.

III. Compensation for Services

GHA proposes to provide the above services on a time-and-materials (T&M) basis for a not-to-exceed (NTE) fee of **\$32,778.00**. Additional services for this project, requested and authorized by the Village, will be billed accordance with the hourly rates currently on file with the Village.

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., have been included in the above fee and will be billed directly to the Client.

Statements of GHA charges made against a project are submitted to clients every four weeks. This permits the client to review the status of the work in progress and the charges incurred.

IV. Clarifications and Assumptions

1. This proposal does not include CCDD or other environmental assessments, wetland delineations or permitting.
2. Our construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
3. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) is not included.
4. A total of two (2) meetings during the Plan Preparation phase are included in the fee. Additional meetings will be billed on T&M basis.
5. We assume the Client will supply GHA with all available copies of previous surveys and property boundary information to confirm our field data collection efforts.
6. The Client will be responsible for all bid advertising costs.
7. Plan sheets shall be 22" x 34".
8. No construction layout or construction engineering services are included.
9. Any permitting or application fees associated with the proposed work will be paid for by the Client and are not included in our fees.
10. Any services requested by the Client but not expressly identified within *Section I. Scope of Services* will be provided for an additional fee under a separate proposal.

V. General Conditions

The delineated services provided by GHA under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

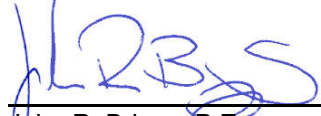
The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

We appreciate the opportunity to once again offer support to the Village of Palatine. Should you have any questions, please do not hesitate to contact me. If acceptable, please sign below indicating your acceptance of this proposal in its entirety.

Sincerely,
Gewalt Hamilton Associates, Inc.



John R. Briggs, P.E.
Senior Engineer.
jbriggs@gha-engineers.com

ACCEPTED BY:
Village of Palatine

Signature

Printed Name and Title

Date

Encl.: Attachment A

Attachment: Gewalt Hamilton Proposal (Water Main Replacement Design - Cooper Drive and Grissom Drive)

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonable and performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time and place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate the Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultant contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days after the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. This provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitation, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of the Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims or damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the print instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completion of its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locations, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared by the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

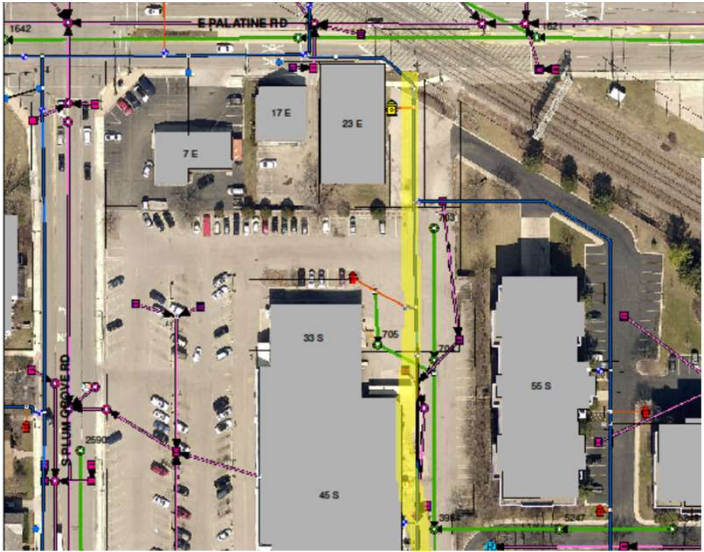
12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

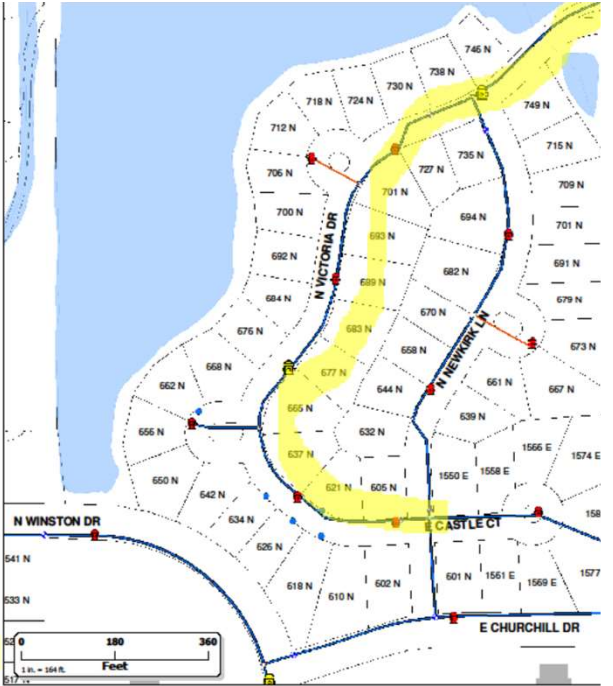
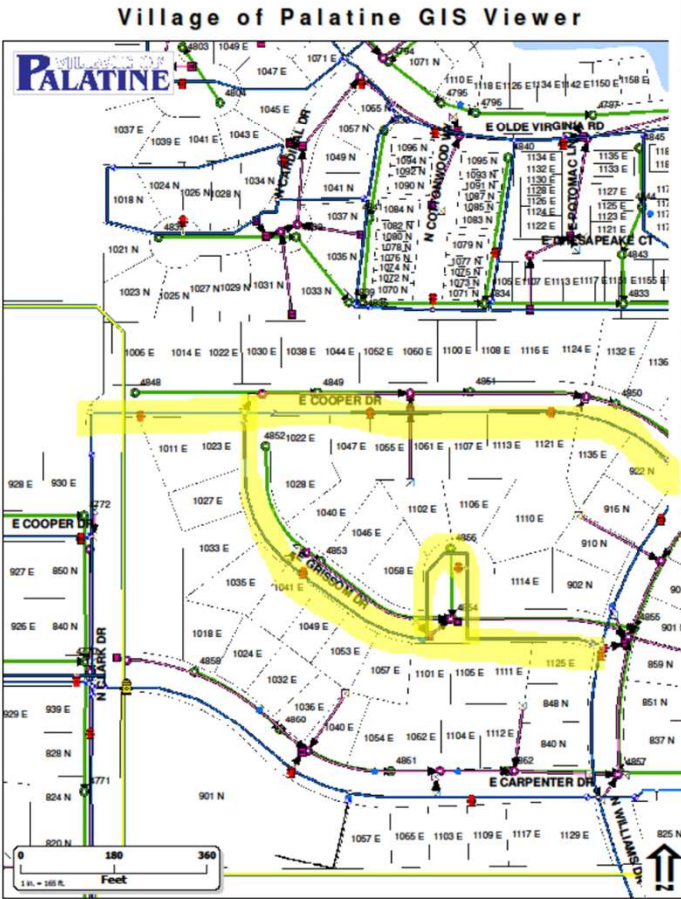
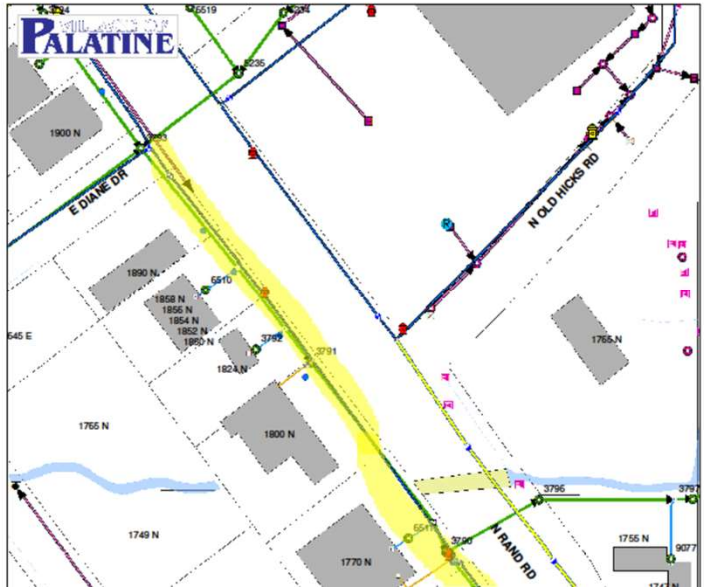
14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights to claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



Village of Palatine GIS Viewer



Attachment: 2020 Watermain Replacement (Water Main Replacement Design - Cooper Drive and Grissom

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rand Road and Hale Street Extension Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity, thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Rand Road, from Diane Drive to 124 N. Rand Road, and on the Hale Street extension, from the railroad right-of-way to Washington Street, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, preparation of easement documents, Illinois Environmental Protection Agency and Illinois Department of Transportation permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from BLA, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the Rand Road and Hale Street Extension water main replacements in the not-to-exceed amount of \$32,945.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the North Rand Road and South Hale Street Extension water main replacement in the not-to-exceed amount of \$32,945.

ATTACHMENTS:

- BLA Proposal
- 2020 Watermain Replacement

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Doug Myslinski, District 3 Councilman
SECONDER: Tim Millar, District 1 Councilman
AYES: Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms



October 1, 2019

SENT VIA EMAIL

Mr. Matt Barry, P.E.
 Village of Palatine
 148 W. Illinois
 Palatine, IL 60067-6816

Re: Rand at Diane & East Side of Jewel Osco- Water Main Replacement Project

Dear Mr. Barry:

We at BLA, Inc. (BLA) are pleased to provide you with professional services proposal for the water main replacements at Rand at Diane & East Side of Jewel Osco. Limits of the watermain on Rand Rd are Diane Dr at the north and 124 N Rand Rd at the south. Limits of the watermain behind the Jewel Osco are the railroad ROW at the north and to the south limits of the intersection of E Washington St and S Hale St.

BLA will commence with the following work scope immediately upon your authorization to proceed.

ENGINEERING SCOPE OF WORK

S.01 – Topographic Surveys

BLA will team with JADE Surveyors. Work will include the survey of the Rand Rd corridor within the limits described above and will be from the edge of pavement on the south to the building fronts. Survey for the area behind Jewel will be from the limits described above and will be from the east side of the Jewel building to the west side of the building at 55 S Hale St. Features observed at grade will be collected including:

- sidewalk
- back of curb
- edge of pavement
- landscaping and trees
- driveway limits within right of way
- buffalo boxes / valve vaults / hydrants
- storm and sanitary manholes (including invert information)
- existing utilities where visible at grade (communications, electric)

These surveys will serve as the base plans for the watermain replacement project. There will be no deliverable as part of this task. BLA will call JULIE for a design stage locate once this contract is approved and use the atlases for an aid in locating utilities while performing field work.

This work shall be performed for a budget fee of\$9,500.00

S.02 – Temporary Easement Docs

BLA will team with JADE Surveyors. Temporary easement drawings and documents will be prepared as required for construction of the watermain.

This work shall be performed for a budget fee of\$800.00

S.03 – Permanent Easement Docs

BLA will team with JADE Surveyors. Permanent easement drawings and documents will be prepared as required for construction of the watermain.

This work shall be performed for a budget fee of\$800.00

E.01 – Water main final plans and permitting

Work for this project will include design plans, specifications, estimates of construction cost and permitting with the IEPA and IDOT as required for any work encroaching into their ROW along Rand Rd. We have budgeted for two submittals, one pre-final and one final for permitting and construction. Meeting time for pre-final review is included in a separate task. This work includes patching only for the watermain trench and no roadway resurfacing or reconstruction.

Deliverables:

1. Plans (Cover, general notes, plan only (no profiles), construction details)
2. Specifications – bound specification book for contract administration and use of Palatine front-end documentation
3. Estimates of probable cost at both submittals
4. IEPA Permit for Construction, Schedule A and Schedule B, IDOT permit

This work shall be performed for a budget fee of\$20,700.00

E.02 – Meetings

BLA has budgeted attending two meetings, one for project kick-off and pre-final plan review.

This work shall performed for a budget fee of\$840.00

Z.01 – Project Direct Costs

Direct costs associated with plan set production and project Vehicle Days have been evaluated for the project. Costs for all exhibits, pre-final, and final plans along with Special Provisions and cost estimates and project Vehicle Days are included. Costs for bid documents to contractors are also included.

This work shall be performed for a budget fee of\$502.00

Total Fee Proposal

The total fee for the project including all tasks identified above is summarized herein.

Total fee if additional scope accepted.....\$32,942.00

The following items are not included in the above scope of work:

- | | |
|---------------------------------------|---|
| • Boundary survey of any kind | • Construction Assistance |
| • Easement preparation or negotiation | • Public Hearing |
| • Title or document research | • Permitting other than IEPA for water and IDOT |
| • LPC 662 Hazardous Waste | |

Any items not specifically included in the above scope of work will be considered extra work to be performed at your direction. Our fees for professional services are listed below:

Principal	\$200.00
Director of Structural Engineering.....	\$170.00
Senior Project Manager.....	\$160.00
Project Manager	\$130.00
Project Engineer.....	\$90.00
Design Engineer.....	\$75.00
Structural Engineer	\$85.00
Senior Resident Engineer.....	\$155.00
Resident Engineer II	\$125.00
Resident Engineer I.....	\$115.00
Construction Engineer II.....	\$85.00
Construction Engineer I	\$75.00
Office Engineer	\$100.00
Public Outreach Coordinator	\$70.00

Mr. Matt Barry
 Village of Palatine
 October 1, 2019
 Page 4

Clerical Assistance.....	\$60.00
Project Surveyor (PLS)	\$125.00
Vehicle (per day).....	\$48.00

These rates are based on average hourly rates and invoices will be based on actual rates with a multiplier of 2.5 and are subject to change with annual performance appraisals.

In addition to the hourly rates for professional services, expenses for any outside costs such as reproducibles, prints, and delivery charges will be billed to you at cost plus a 15% fee for handling.

Client understands and agrees that on October 1, 2020 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 10%.

Please let us know at once if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BLA, INC. for this work.

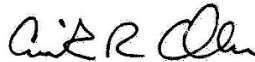
Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,

BLA, INC.



Dan Bruckelmeyer, PE
 CEO



Erik Olson, PE
 Project Manager

ACCEPTANCE:

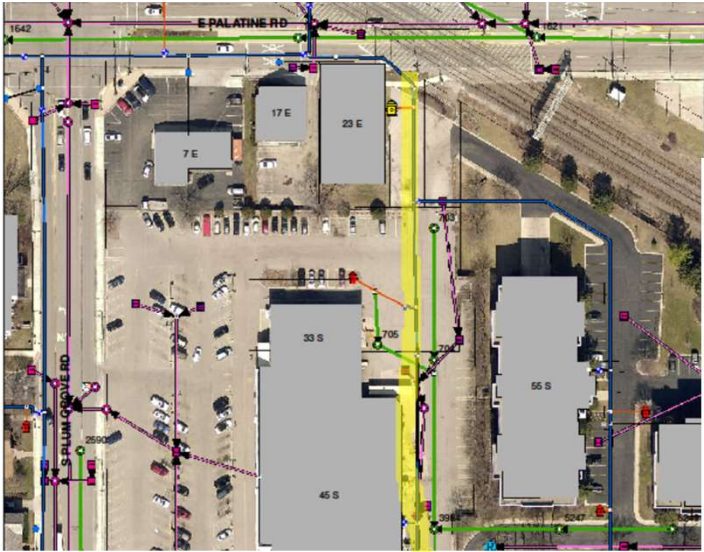
VILLAGE OF PALATINE

BY: _____

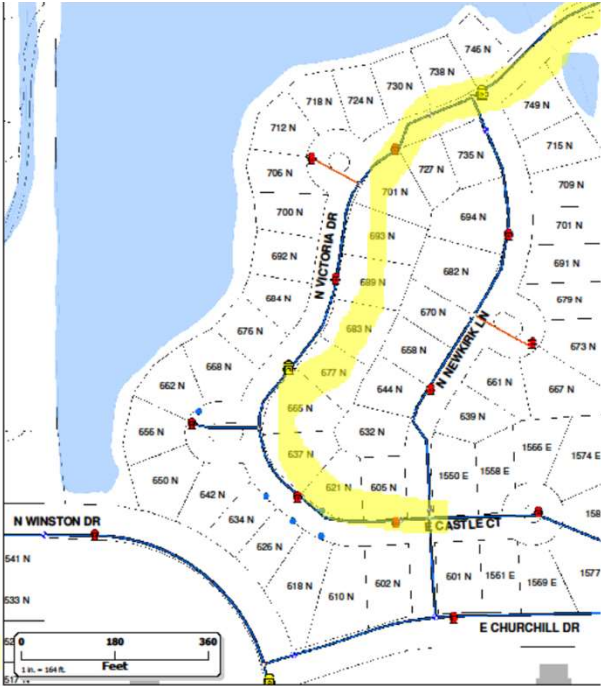
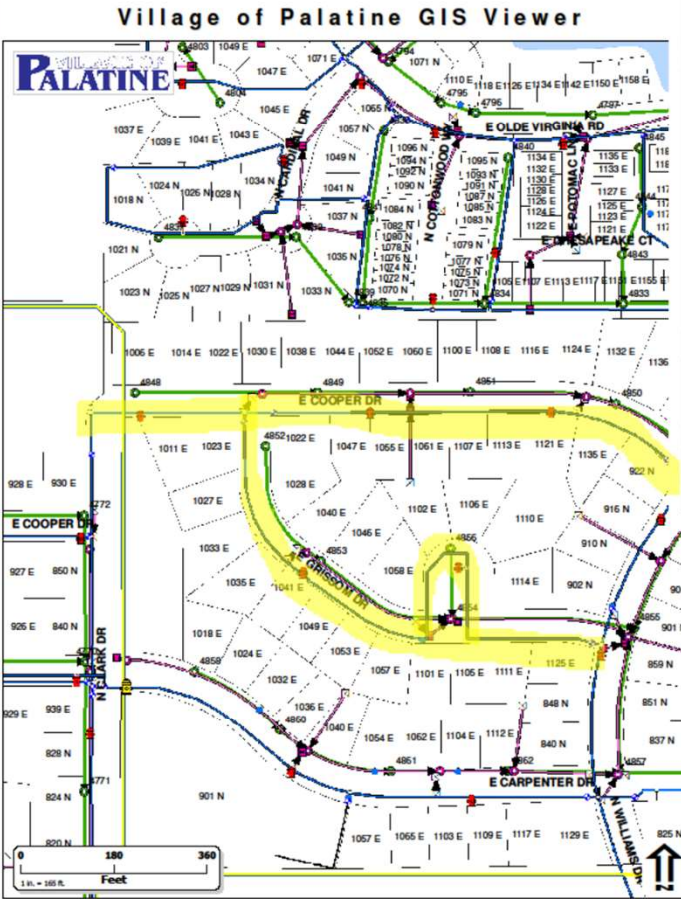
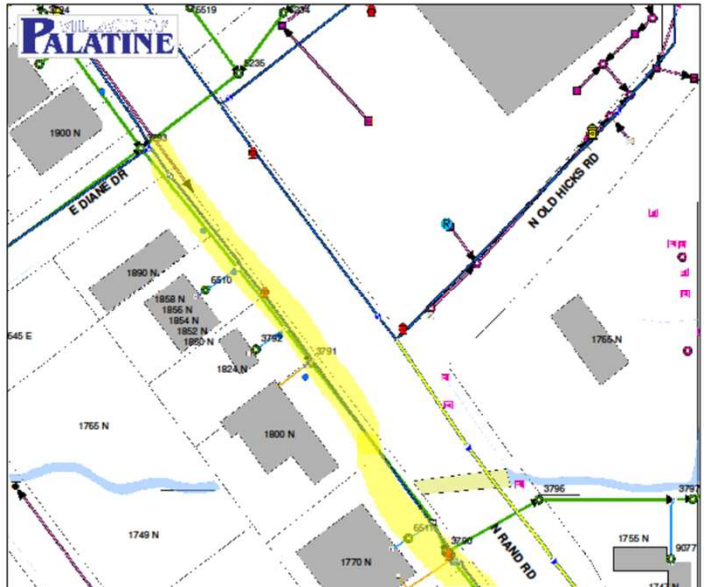
TITLE: _____

DATE: _____

Attachment: BLA Proposal (Water Main Replacement Design - Rand Road and Hale Street Extension)



Village of Palatine GIS Viewer



Attachment: 2020 Watermain Replacement (Water Main Replacement Design - Rand Road and Hale Street

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Victoria Drive and Thomas Street Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity, thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Victoria Drive, from Newkirk Lane to Wilke Road, and on Thomas Street, from Williams Avenue to Wilke Road, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of replacement water main and would include site surveying, soil boring, preparation of easement documents, Illinois Environmental Protection Agency and Cook County Department of Transportation and Highways permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Robinson Engineering, Limited.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Robinson Engineering, Limited of Itasca, Illinois for design engineering services for the Victoria Drive and Thomas Street water main replacements in the not-to-exceed amount of \$65,100.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Robinson Engineering, Limited of Itasca, Illinois for design engineering services for the Victoria Drive and Thomas Street water main replacement projects in the not-to-exceed amount of \$65,100.

ATTACHMENTS:

- Robinson Agreement

- 2020 Watermain Replacement

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Doug Myslinski, District 3 Councilman
SECONDER: Tim Millar, District 1 Councilman
AYES: Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

19-R0934

AGREEMENT for PROFESSIONAL ENGINEERING SERVICES

VILLAGE of PALATINE, IL and ROBINSON ENGINEERING, LTD.

THIS IS AN AGREEMENT effective as of the date shown on the Signature Sheet between the Village of Palatine ("Owner") and Robinson Engineering, Ltd ("Engineer"). Owner wishes to cause the certain Village water system improvements to be constructed. The Project improvements include the following:

Design and Bidding Services for the following locations; N. Victoria Dr. from Newkirk Lane to N. Wilke Rd., 8 In. Water Main Replacement (Open cut in HMA pavement section), and E. Thomas St. from S. Williams Ave. to S. Wilke Rd., 8 In. Water Main Replacement (Directional Drill).

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
 B. Owner shall pay Engineer as set forth in Exhibit C.
 C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

- A. Engineer shall complete its obligations for the design tasks identified in Exhibit C Paragraph A1.1 – Design Phase consistent with the Task List and related Schedule attached hereto as Exhibit D and thereby made a part hereof.
 B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services shall be adjusted equitably. The Engineer shall make a claim for such adjustment within ten (10) days of the event giving rise to the delay, suspension or other impairment by written notice to Owner with adequate substantiation. The Engineer's failure to make such claim to the Owner as provided herein shall result in the waiver of such claim.
 C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted as agreed to by Engineer and Owner.
 D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
 E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS**4.01 Invoices**

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. If not otherwise specified, the Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:

1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full, or contested, all amounts due for services, expenses, and other related charges in accordance with the terms of this Agreement. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST**5.01 Opinions of Probable Construction Cost**

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS**6.01 Standards of Performance**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with extensive experience with projects similar to the Project under similar circumstances at the same time and in the same locality. Except as otherwise set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. There is no Paragraph F.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner

19-R0934

agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions.

I. Engineer shall not supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents, other than any Consultants selected by Engineer. However, Engineer shall assist and represent the Owner upon its request to ensure the Contractor's compliance with construction and performance standards.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Deleted.

6.03 Use of Documents

A. Deleted.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner an irrevocable license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer and Owner each shall procure and maintain insurance the limits of liability for the insurance reasonably consistent with the Project and work required. Specifically, the Engineer shall maintain the following limits of liability at Engineer's sole expense:

1. Workmans' Compensation	Statutory
2. General Liability	
a. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
b. General Aggregate	\$ 2,000,000
3. Automobile Liability (Bodily Injury and Property Damage)	\$ 1,000,000

19-R0934

- | | |
|---|--------------|
| 4. Professional Liability | \$ 2,000,000 |
| 5. Excess or Umbrella Liability following each of the coverages Specified in A 1, 2, 3, and 4 above | \$10,000,000 |

B. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

C. Deleted

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Paragraph 6.04. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.04.A. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.04.A will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 10 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.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination other than the delivery of any Documents in accordance with Section 6.03 of this Agreement.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 5 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, subject to the provisions of paragraph 6.03.E.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any

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assignment, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner and Engineer agree that the substance of the provisions of this paragraph 6.07.C shall appear in and become part of any construction contract for the Project.

6.08 Dispute Resolution

Deleted

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's elected officials, officers, employees, and agents from and against the following: (i) any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer and/or Engineer's officers, directors, partners, employees, or consultants; (ii) any claims, costs, losses, damages, and/or amount(s) recovered by reason of any infringement or violation of any patent, trademark, and/or copyright by the Engineer and/or by the Engineer's officers, directors, partners, employees, and/or consultants arising out of and/or relating to the Project. The Engineer's obligation to indemnify the Owner and the Owner's elected officials, officers, employees and agents shall survive any termination of this Agreement.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by the willful and wanton misconduct of Owner or Owner's officers, directors, partners, agents, consultants, or employees, with respect to this Agreement or to the Project, and only to the extent the Owner and its elected officials, officers, employees and agents do not have tort immunity for such claims. Nothing herein shall waive any immunities Owner may assert.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all

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fees and charges of engineers, architects, attorneys and other professionals, and all court, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

If to Engineer:

Robinson Engineering, Ltd.
17000 South Park Avenue
South Holland, IL 60473
(708) 331-3826 FAX

If to Owner:

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

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

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relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services"
- B. Exhibit B, "Owner's Responsibilities"
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses"

Special Provisions (if included)

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 8 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the later of the "Date Signed" by the parties below:

VILLAGE OF PALATINE, IL

ROBINSON ENGINEERING, LTD.

By: _____

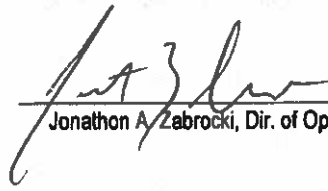
By:  _____

Title: Reid Ottesen, Village Manager

Title: Aaron E. Fundich, PE, Executive Vice President

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Attest: _____
Doris Sadik, Deputy Village Clerk

Attest:  _____
Jonathon A. Zabrocki, Dir. of Operations

Date Signed: _____

Date Signed: Oct 16, 2019

Attachment: Robinson Agreement (Water Main Replacement Design - Victoria Drive and Thomas Street)

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Exhibit A - Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 - BASIC SERVICES

A1.01 Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners (including privately owned utility companies).
2. Perform one (1) soil boring on E. Thomas due to proposed directional drill operation.
3. Prepare design documents consisting of final design criteria, preliminary drawings, specifications, and written descriptions of the Project.
4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
5. Based on the information contained in the design documents, prepare a Preliminary Opinion of Probable Construction Cost, and assist Owner in collating the various cost categories, which comprise Total Project Costs.
6. Perform or provide the additional design tasks or deliverables, if any as identified in number A1.01.2 above.
7. Furnish three (3) review copies of the 50% complete design documents and any other deliverables to Owner within a reasonable period of time from authorization to proceed with this phase and review them with Owner. Within a reasonable time period of receipt, Owner shall submit to Engineer any comments regarding the preliminary design documents and any other deliverables.
8. Revise the Design documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Design documents, revised Opinion of Probable Construction Cost, and any other deliverables within a reasonable period after receipt of Owner's comments.
9. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
10. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
11. Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.
12. Perform or provide the additional Final Design Phase tasks or deliverables if any as identified in the Special Provisions.
13. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within a reasonable period of time from receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.
14. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within a reasonable period of time after receipt of Owner's comments and instructions.
15. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, issue Plans/Bidding Documents to prospective bidders, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
16. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
17. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
18. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
19. Perform or provide the additional Bidding or Negotiating tasks or deliverables.
20. ~~dated.~~
21. Prepare and submit required Permit Applications to applicable regulatory agencies including but not limited to the Cook County Dept. of Highways (E. Thomas, possible), Illinois Environmental Protection Agency and others with permitting authority over project.

B. Engineer's services under the Design Phase will be considered complete upon commencement of the Construction Phase (i.e. Pre-Construction Conference) or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

Exhibit A

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Attachment: Robinson Agreement (Water Main Replacement Design - Victoria Drive and Thomas Street)

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PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Professional land surveying services required to prepare plats of easement, right-of-way and/or legal descriptions required for execution of Project.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys, re-staking or extraordinary staking to enable Contractor to perform its work other than as required under paragraph A1.02.A.5, and any type of property surveys, legal descriptions or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the original date for final completion of the Work.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
23. Updating Owner's atlases with Project information where atlas access is available to Engineer.
24. Perform or provide the additional *Additional Services Requiring Owner's Written Authorization* tasks or deliverables.
25. If requested by Owner, attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

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A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner of need to perform or furnish the Additional Services of the types listed below prior to commencing such Additional Services. For such Additional Services, Engineer shall obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
5. Perform or provide the additional *Additional Services Not Requiring Owner's Written Authorization* tasks or deliverables.

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Exhibit B - Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information/data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and special surveys/data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement/Exhibits

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. deleted.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to see how or for what purpose Contractor has used moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference and bid opening.

O. Verify Owner's property rights (ownership limits, easement rights, etc.) for property to be impacted or utilized in the construction of Project.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant thereto.

Q. Perform or provide the following additional services provided by the Owner: if any as identified in Special Provisions.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

The Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE I – SERVICES OF ENGINEER

The Engineer agrees to perform the itemized tasks below as further described under PART I – BASIC SERVICES for the scope of work as further described in Exhibit A:

N. Victoria Dr. - Newkirk Lane to N. Wilke Rd. Water Main Replacement
E. Thomas St. - S. Williams Ave. to S. Wilke Rd. Water Main Replacement

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A1.01 – Design Phase

Topography of existing conditions; one (1) soil boring (E. Thomas); preliminary design and drafting of construction plans; permit and utility coordination; development of engineering plans; development of special provisions, specifications; review of 75% complete plans with Village; completion of final plans; development of bidding/contract documents, cost estimates, IEPA permitting and utility coordination; delivery of 100% complete plans to Village, utility companies, permitting/regulatory agencies; associated project meetings and coordination with Village; preparation of advertisement for bids to be published by Village, administration of bidding process including response to bidder questions; required project documentation; all in accordance with services outlined in Exhibit A. Estimated construction cost: \$930,000.

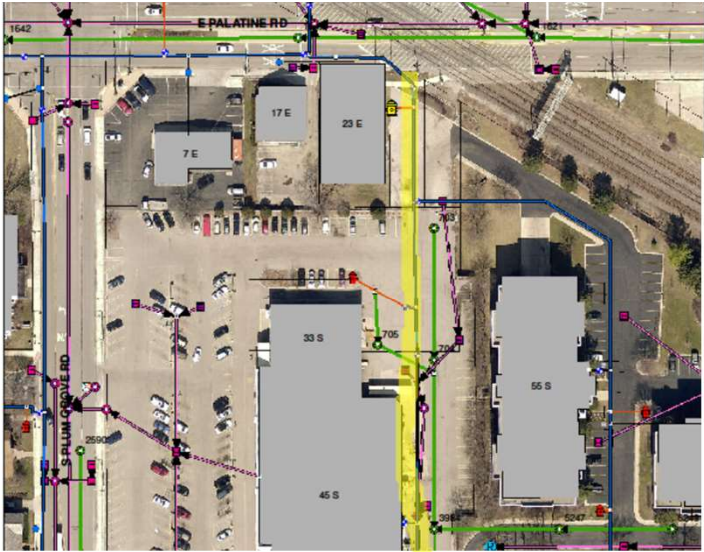
ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 - The Village shall pay the Engineer for all services described above and within the Agreement in accordance with the following schedule:

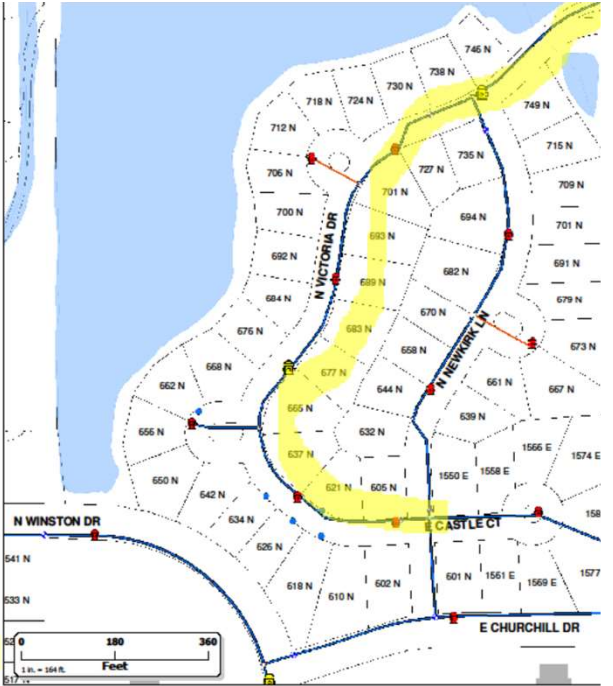
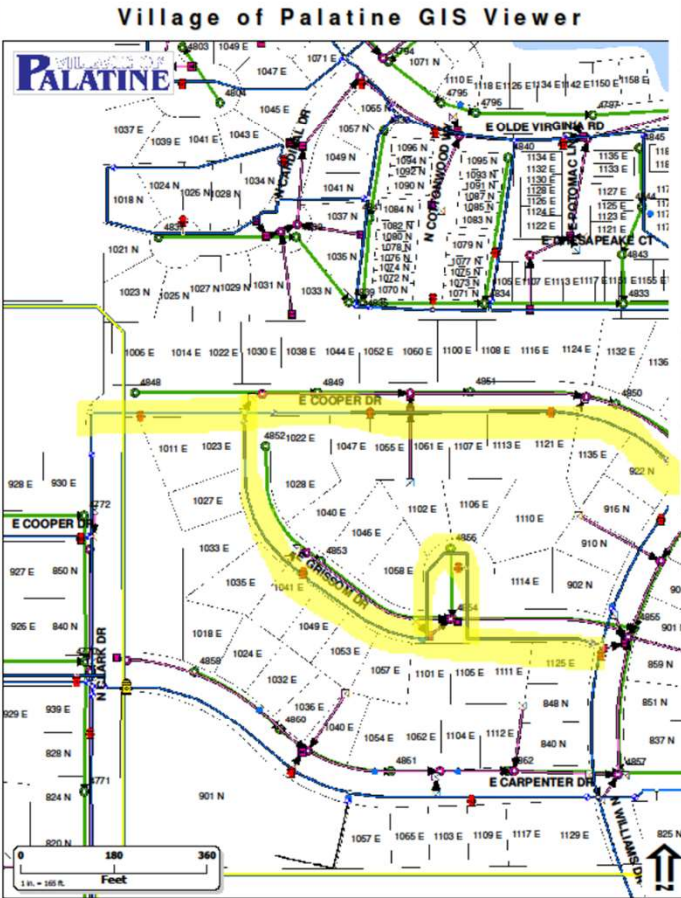
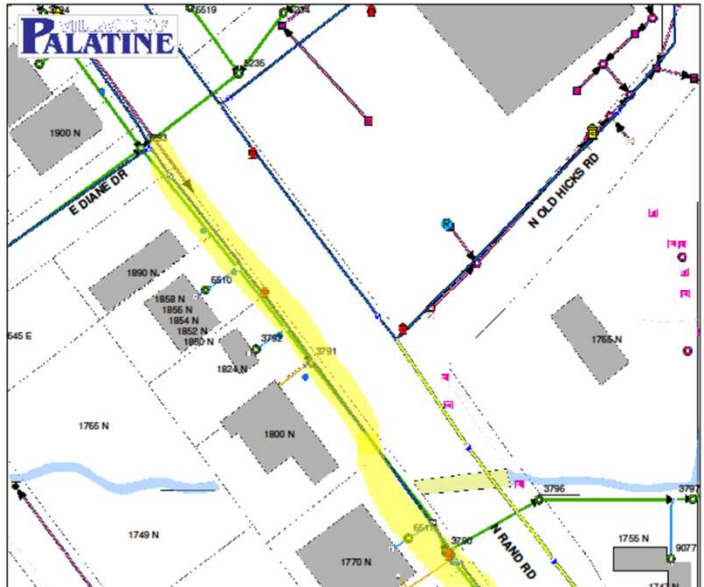
<i>Phase</i>	<i>Terms</i>	<i>Engineering Fees</i>
Preliminary Design Engineering*	35%	\$22,800.00
Final Design Engineering	35%	\$22,800.00
Permitting & Utility Coordination	10%	\$6,500.00
Preparation of Bidding Documents	10%	\$6,500.00
<u>Project Management</u>	<u>10%</u>	<u>\$6,500.00</u>
TOTAL FEES - A1.01 – Design Phase	Lump Sum	\$65,100.00

**Includes one (1) soil boring twenty foot (20') deep for E. Thomas St. proposed directional drill operations.*

19-R0934



Village of Palatine GIS Viewer



Attachment: 2020 Watermain Replacement (Water Main Replacement Design - Victoria Drive and Thomas

Consider a Motion Authorizing the Mayor to Execute the Assignment of the Water Service Agreement Between the Village of Palatine and RHP Deer Park Project, LLC

BACKGROUND: Since 1999, the Village of Palatine and Village of Deer Park have had an Intergovernmental Agreement that allows Palatine to provide water service to limited areas of Deer Park. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES: In 2016, RHP Deer Park Project, LLC entered into a Water Service Agreement with Palatine for water service at the apartment complex they were constructing within Deer Park Town Center. RHP Deer Park is now preparing to sell their property and would like to transfer the Water Service Agreement rights to Deer Park Crossing, LLC and part of the transaction requires the Village of Palatine to assign the original Water Service Agreement. All securities will remain in place.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of a motion authorizing the Mayor to execute an assignment of the Water Service Agreement with RHP Deer Park Project, LLC to Deer Park Crossing, LLC.

ACTION REQUIRED:

A motion authorizing the Mayor to execute the assignment.

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

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Cooper Drive and Grissom Drive Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Cooper Drive, from Clark Drive to Williams Drive, and on Grissom Drive, from Cooper Drive to Williams Drive, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the Cooper Drive and Grissom Drive water main replacements in the not-to-exceed amount of \$32,780.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the Cooper Drive and Grissom Drive water main replacements in the not-to-exceed amount of \$32,780.

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

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rand Road and Hale Street Extension Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity, thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Rand Road, from Diane Drive to 124 N. Rand Road, and on the Hale Street extension, from the railroad right-of-way to Washington Street, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, preparation of easement documents, Illinois Environmental Protection Agency and Illinois Department of Transportation permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from BLA, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the Rand Road and Hale Street Extension water main replacements in the not-to-exceed amount of \$32,945.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the North Rand Road and South Hale Street Extension water main replacement in the not-to-exceed amount of \$32,945.

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

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Victoria Drive and Thomas Street Water Main Replacement Projects

BACKGROUND:

Annually, the Village completes water main replacements to address locations which have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, adopted in 2010, the annual investment has increased from \$250,000 to a proposed \$2,500,000 in 2020. The increase in volume has exceeded in-house Staff capacity, thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Victoria Drive, from Newkirk Lane to Wilke Road, and on Thomas Street, from Williams Avenue to Wilke Road, have experienced a high number of breaks. Replacement of these facilities is scheduled in the 2020 Capital Improvement Plan.
- Engineering services are recommended to prepare for the installation of replacement water main and would include site surveying, soil boring, preparation of easement documents, Illinois Environmental Protection Agency and Cook County Department of Transportation and Highways permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Robinson Engineering, Limited.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Robinson Engineering, Limited of Itasca, Illinois for design engineering services for the Victoria Drive and Thomas Street water main replacements in the not-to-exceed amount of \$65,100.

BUDGET IMPACT:

Funds are available in the 2020 Capital Improvement Program to accommodate the proposed services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Robinson Engineering, Limited of Itasca, Illinois for design engineering services for the Victoria Drive and Thomas Street water main replacement projects in the not-to-exceed amount of \$65,100.

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

Consider an Ordinance Granting a Minor Administrative Variation to Allow the Replacement of an Existing Deck at 430 S. Bennett Avenue

BACKGROUND:

The Petitioners are proposing to reconstruct an existing non-conforming deck and have applied for a Minor Administrative Variation, pursuant to Section 14.03 (b) (1) of the Palatine Zoning Ordinance.

KEY ISSUES:

- The Petitioners are proposing to replace an existing non-conforming deck located on the rear of the home in the Pleasant Hill Estates subdivision.
- The existing deck meets the required side and rear yard setbacks of 25 feet, but exceeds the maximum aggregate floor area of 10% for permitted obstructions in the required rear yard area. The existing deck is 432 square feet.
- As required, the Petitioner submitted the necessary approvals from the adjacent property owners, which acknowledges the review of the proposed plans and consents to its construction.
- The proposed plans meets both building and lot coverage ratios.

ALTERNATIVES:

1. Approve the Minor Administrative Variation to allow replacement of a non-conforming deck, which exceeds 10% of the allowable aggregate floor area for permitted obstructions in the rear yard.
2. Do not approve the Minor Administrative Variation to allow replacement of a non-conforming deck, which exceeds 10% of the allowable aggregate floor area for permitted obstructions in the rear yard.

RECOMMENDATION:

Staff recommends approval of the Minor Administrative Variation to allow replacement of the existing non-conforming deck, subject to the submitted site and deck plans and pursuant to the submitted approvals from the surrounding properties owners.

ACTION REQUIRED:

A Motion to approve the Minor Administrative Variation to allow the replacement of an existing non-conforming deck, pursuant to Section 14.03 (b) (1) of the Palatine Zoning Ordinance for property located at 430 S. Bennett Avenue.

ATTACHMENTS:

- Aerial Map - 430 S. Bennett Avenue
- ORD Minor VAR - 430 S Bennett Avenue

- EXHIBIT - 430 S Bennett Avenue - Site Plan
- EXHIBIT - Deck Plan
- Application 430 S Bennett Avenue

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

430 S Bennett Avenue

8.5.a

VILLAGE OF
PALATINE

S STUART LN

S BENNETT AV

427 S

431 S

439 S

426 S

430 S

442 S

450 S

487 S

471 S

456 S

0 40 80
1 in. = 40 ft. Feet

Attachment: Aerial Map - 430 S. Bennett Avenue (430 S. Bennett Avenue - Minor Adm Var to Allow Deck (CA))



ORDINANCE NO. _____

**AN ORDINANCE GRANTING A MINOR ADMINISTRATIVE VARIATION
430 S. BENNETT AVENUE**

WHEREAS, pursuant to an application submitted to the Village of Palatine for Minor Administrative Variation to permit a non-conforming deck, exceeding 10% of the required rear yard area for permitted obstructions, pursuant to Section 14.03 (b) (1) of the Palatine Zoning Ordinance, on the property commonly known as 430 S. Bennett Avenue.

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: A Minor Administrative Variation to permit a non-conforming deck, exceeding 10% of the required rear yard area for permitted obstructions, pursuant to Section 14.03 (b) (1) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

1. The Minor Variation shall substantially conform to the site and deck plans submitted by the Petitioner, attached hereto, except as such plans may be changed to conform to Village Codes and Ordinances.

SECTION 2: That the petition for a Minor Variation be 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 _____, 2019

AYES:_____ NAYS:_____ ABSENT:_____ PASS:_____

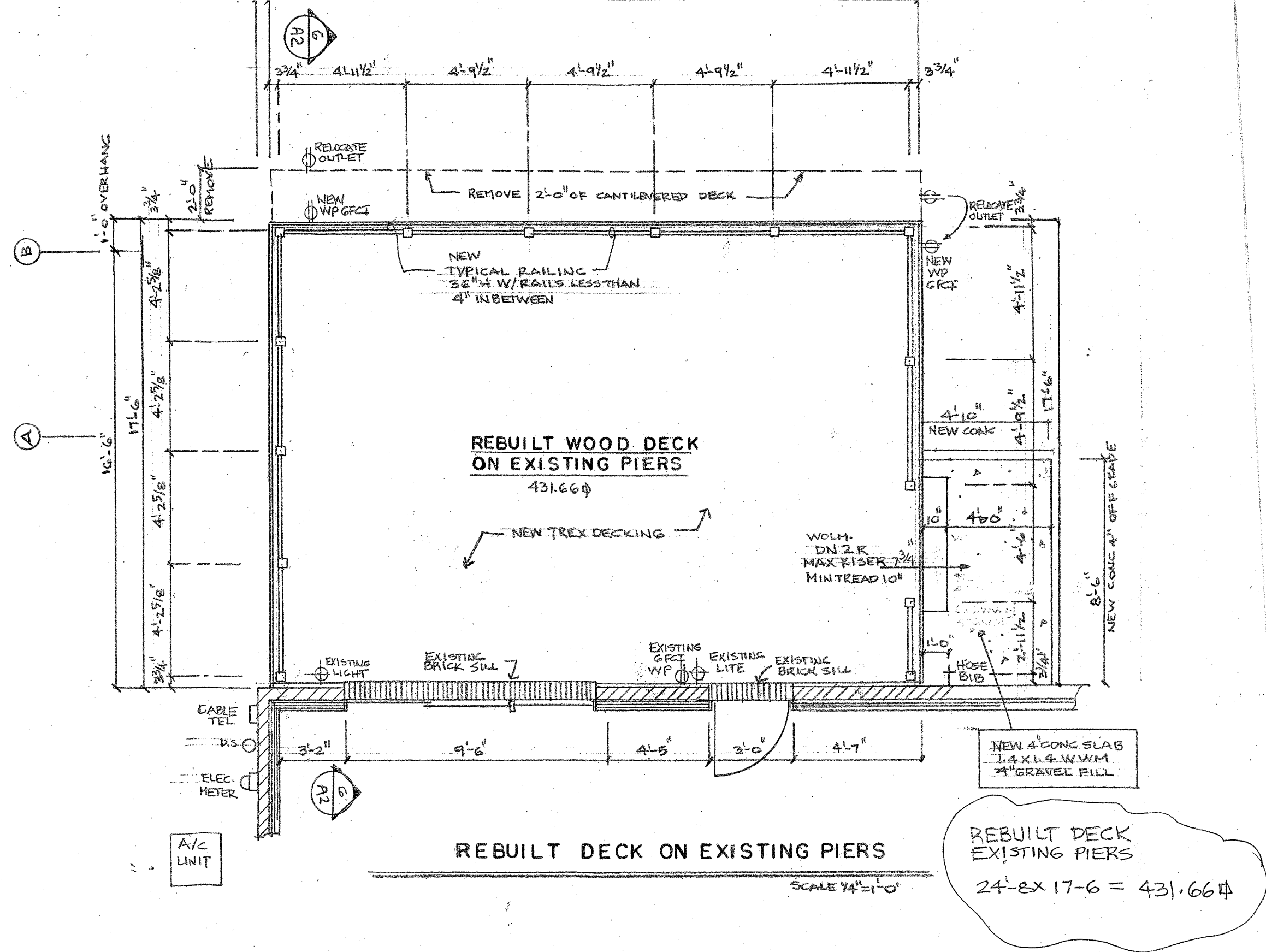
APPROVED by me this _____ day of _____, 2019

 Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
 _____ day of _____, 2019

 Village Clerk

Attachment: ORD Minor VAR - 430 S Bennett Avenue (430 S. Bennett Ave. - Minor Adm Var to Allow Deck (CA))





DEPARTMENT OF PLANNING & ZONING

200 E. Wood Street · Palatine, IL · 60067-5339

Telephone: (847) 359-9047 · Fax (847) 963-6247

www.palatine.il.us

MINOR VARIATION REQUEST

Please complete this form in its entirety. If you need help, call the Department of Planning and Zoning at (847) 359-9047. Please print or type all information.

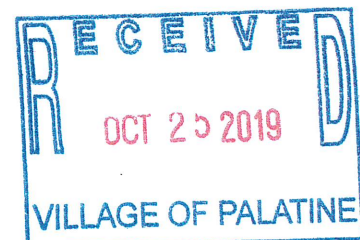
1. Name of Petitioner(s): Arnold & Woreen Drewes
 Address: 430 S. Bennett Avenue Palatine
 Home Telephone: _____
 Business Telephone: _____ Email: _____
2. Describe the proposed Variation: _____
Reconstruct existing deck that
exceeds max allowable size
3. The petitioner's signature below indicates that he/she owns the property and that the information contained in this application and on any accompanying documents is true to the best of his/her knowledge.

Signature(s) of Petitioner(s)

Arnold M. Drewes
Woreen M. Drewes

Date: 10/24/19

Incorporated in 1866
 Council – Manager Government Since 1956



Attachment: Application 430 S Bennett Avenue (430 S. Bennett Ave. - Minor Adm Var to Allow Deck (CA))

Consider an Ordinance Granting a Minor Administrative Variation for a Shed in an Easement at 1201 W. Bedford Drive

BACKGROUND:

The Petitioners are proposing to place a shed within an existing 10-foot public utility and drainage easement and have applied for a Minor Administrative Variation, pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance.

KEY ISSUES:

- The Petitioners are proposing to locate a shed within an existing 10-foot public utility and drainage easement at the rear of the home in the Whytecliff at Palatine subdivision.
- The proposed shed will be 8 feet x 12 feet in size and complies with the required side and rear yard setbacks for accessory structures.
- As required, the Petitioner submitted the necessary approvals from the adjacent property owners, which acknowledges the review of the proposed plans and consents to the placement and construction of the shed.
- The Petitioners have also submitted the required utility company authorization letters.
- The Village Engineer has also reviewed and approved the proposed shed location.
- The proposed plans meets both building and lot coverage ratios.

ALTERNATIVES:

1. Approve the Minor Administrative Variation to allow placement of the shed within the existing 10-foot public utility and drainage easement.
2. Do not approve the Minor Administrative Variation to allow placement of the shed within the existing 10-foot public utility and drainage easement.

RECOMMENDATION:

Staff recommends approval of the Minor Administrative Variation to allow the placement of a shed within an existing public utility and drainage easement.

ACTION REQUIRED:

A Motion to approve the Minor Administrative Variation to allow the placement of a shed within an existing 10-foot public utility and drainage and utility easement for property located at 1201 W. Bedford Drive.

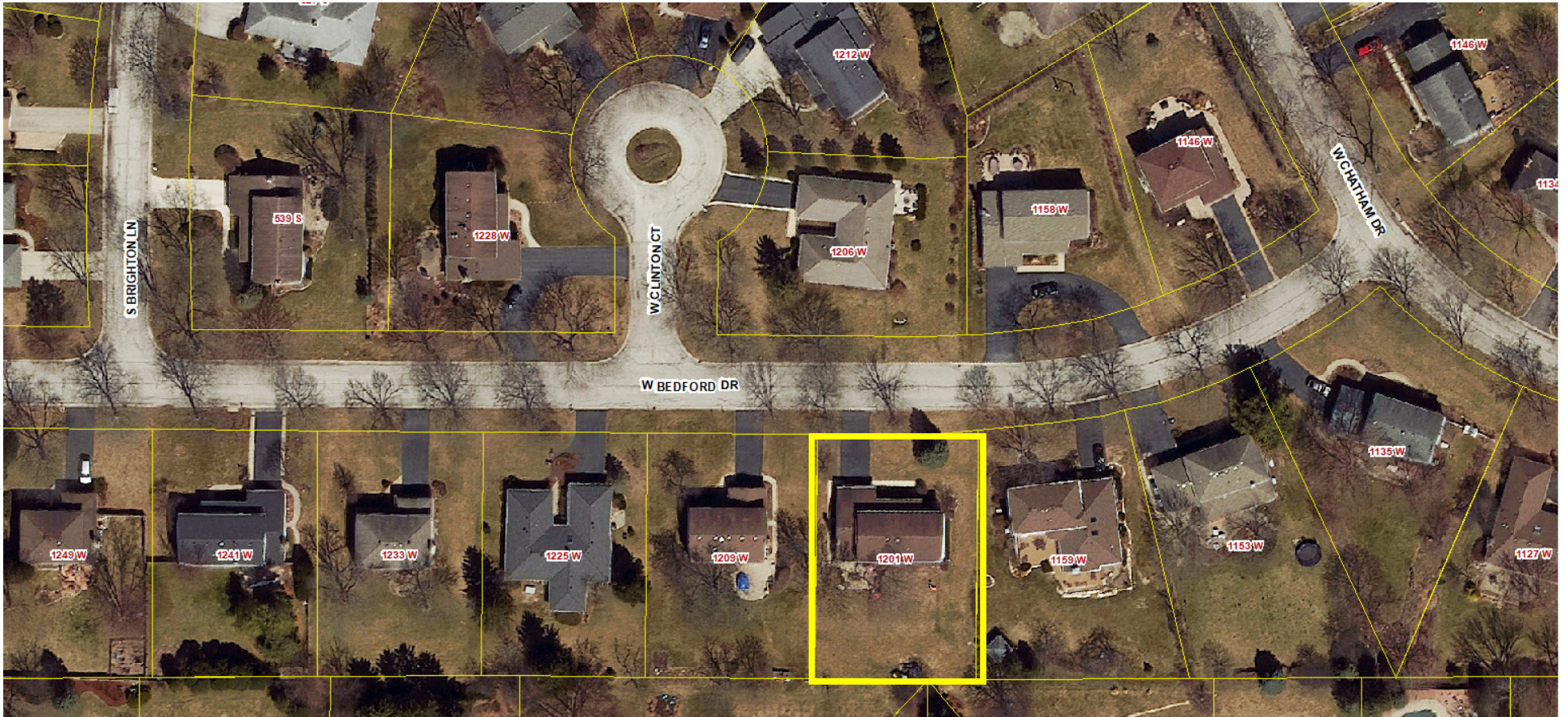
ATTACHMENTS:

- Aerial Map - 1201 W. Bedford Drive

- ORD Minor VAR - 1201 W Bedford Drive
- EXHIBIT - Site Plan - Plat of Survey

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

1201 W. Bedford Drive



Attachment: Aerial Map - 1201 W. Bedford Drive (1201 W. Bedford Drive - Minor Adm Var for Shed in

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A MINOR ADMINISTRATIVE VARIATION
1201 W. BEDFORD DRIVE**

WHEREAS, pursuant to an application submitted to the Village of Palatine for Minor Administrative Variation to permit a shed within an existing 10' public utility and drainage easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance, on the property commonly known as 1201 W Bedford Drive (PIN# 02-21-310-024).

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: A Minor Administrative Variation to permit a shed within an existing 10' public utility and drainage easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

1. The Minor Administrative Variation shall substantially conform to the site plans submitted by the Petitioner, attached hereto as Exhibit A, except as such plans may be changed to conform to Village Codes and Ordinances.

SECTION 2: That the petition for a Minor Variation be 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 _____, 2019

AYES:_____ NAYS:_____ ABSENT:_____ PASS:_____

APPROVED by me this _____ day of _____, 2019

 Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
 _____ day of _____, 2019

 Village Clerk

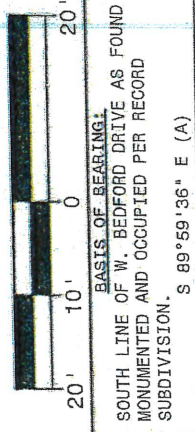
LEGEND
A = ASSUMED
BL = BUILDING SETBACK LINE
C = CALCULATED
C.E. = CITY EASEMENT
CH = CHORD
CL = CENTERLINE
D = DEED
D.E. = DRAINAGE EASEMENT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
FT. = FEET/FOOT
L = ARC LENGTH
M = MEASURED
N = NORTH
NE = NORTHEAST
NW = NORTHWEST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
R = RECORD
RAD = RADIUS
R.O.W. = RIGHT OF WAY
S = SOUTH
S.I.P. = SET IRON PIPE
S.I.R. = SET IRON ROD
SE = SOUTHEAST
SW = SOUTHWEST
V.E. = VILLAGE EASEMENT
W = WEST

--- X --- = FENCE
--- X --- = EASEMENT LINE
--- X --- = SETBACK LINE
--- X --- = INTERIOR LOT LINE

PLAT OF SURVEY OF

LOT 186 IN WHYTECLIFF AT PALATINE, BEING A
SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST
1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 21, TOWNSHIP 42 NORTH, RANGE 10, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

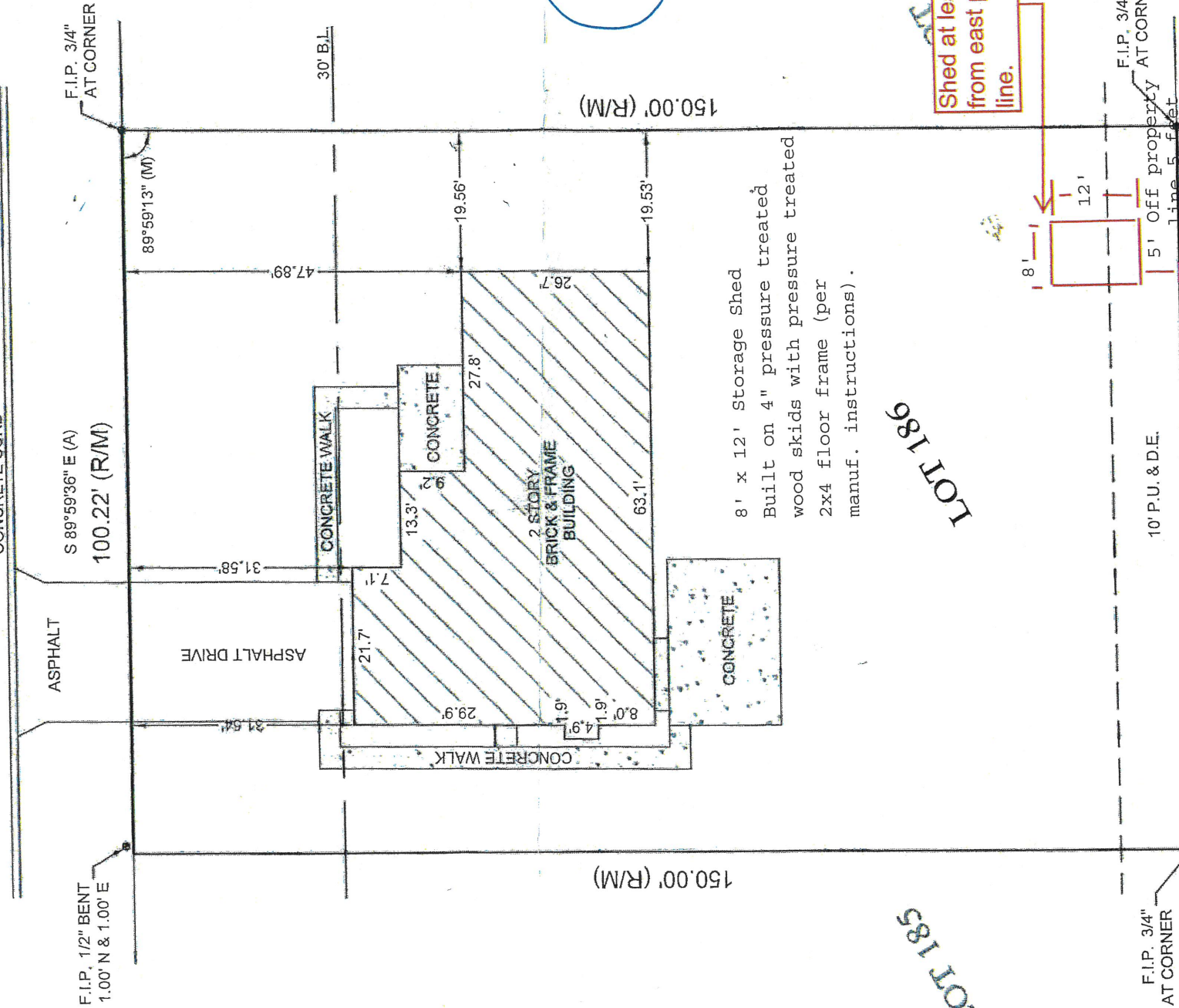
AREA OF SURVEY:
"CONTAINING 15,033 SQ. FT. OR 0.34 ACRES MORE OR LESS"



(60' R.O.W.)

BEDFORD DRIVE

CONCRETE CURB



Shed at least 15'
from east property
line.

B19-00 3177
Schedule inspections
online:
www.palatine.il.us
or phone: (847)359-9042
Permit #, inspection item #
and address required
Min. 24 hr. prior notice

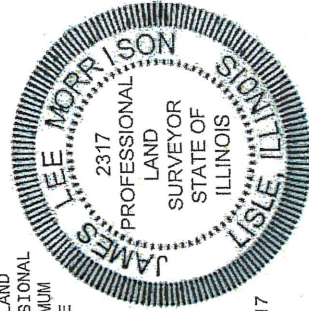
STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND
SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL
SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE
PLAT HEREON DRAWN IS A CORRECT REPRESENTATION
OF SAID SURVEY.

DATED, THIS 18TH DAY OF JULY, A.D.,
2016, AT LISLE, ILLINOIS.

**BETTER INFRASTRUCTURE
BETTER ENVIRONMENTS
BETTER LIFE!**

Morris Engineering, Inc.
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
FAX: (630) 271-0774
WEBSITE: WWW.ECIVIL.COM



- NOTE:
- ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, FRAME, STUCCO, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 - ROOF LINES AND OVERHANGS ARE TYPICALLY NOT SHOWN HEREON.
 - COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 - NO DIMENSIONS SHALL BE ASSUMED BY SCALING.

ADDRESS COMMONLY KNOWN AS 1201 W. BEDFORD DRIVE
PALATINE, ILLINOIS
CLIENT CHRISTINE M. MCNAMARA ATTORNEY
FIELDWORK DATE (OREW) 07-16-16 (JJ/DS)
DRAWN BY: LV REVISED: 16-07-0130

Consider an Ordinance Granting a Minor Administrative Variation for a Shed in Utility Easement at 650 E. Pompano Lane

BACKGROUND:

The Petitioners are proposing to place a shed within an existing 10-foot public utility easement and have applied for a Minor Administrative Variation, pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance.

KEY ISSUES:

- The Petitioners are proposing to locate a shed within an existing 10-foot public utility easement, at the rear of the home in the Willow Wood subdivision.
- The proposed shed will be 10 feet x 10 feet in size and will meet the required 5-foot side and rear yard setbacks for accessory structures.
- As required, the Petitioner submitted the necessary approvals from the adjacent property owners, which acknowledges the review of the proposed plans and consents to the placement and construction of the shed.
- As required, the Petitioners have also submitted the required utility company authorization letters.
- The proposed plans meets both building and lot coverage ratios.
- The Village Engineer has also reviewed and approved the proposed shed location.

ALTERNATIVES:

1. Approve the Minor Administrative Variation to allow placement of the shed within an existing 10-foot public utility easement.
2. Do not approve the Minor Administrative Variation to allow placement of the shed within an existing 10-foot public utility easement.

RECOMMENDATION:

Staff recommends approval of the Minor Administrative Variation to allow the placement of a shed within an existing public utility easement.

ACTION REQUIRED:

A Motion to approve the Minor Administrative Variation to allow the placement of a shed within an existing 10-foot public utility easement, for property located at 650 E. Pompano Lane.

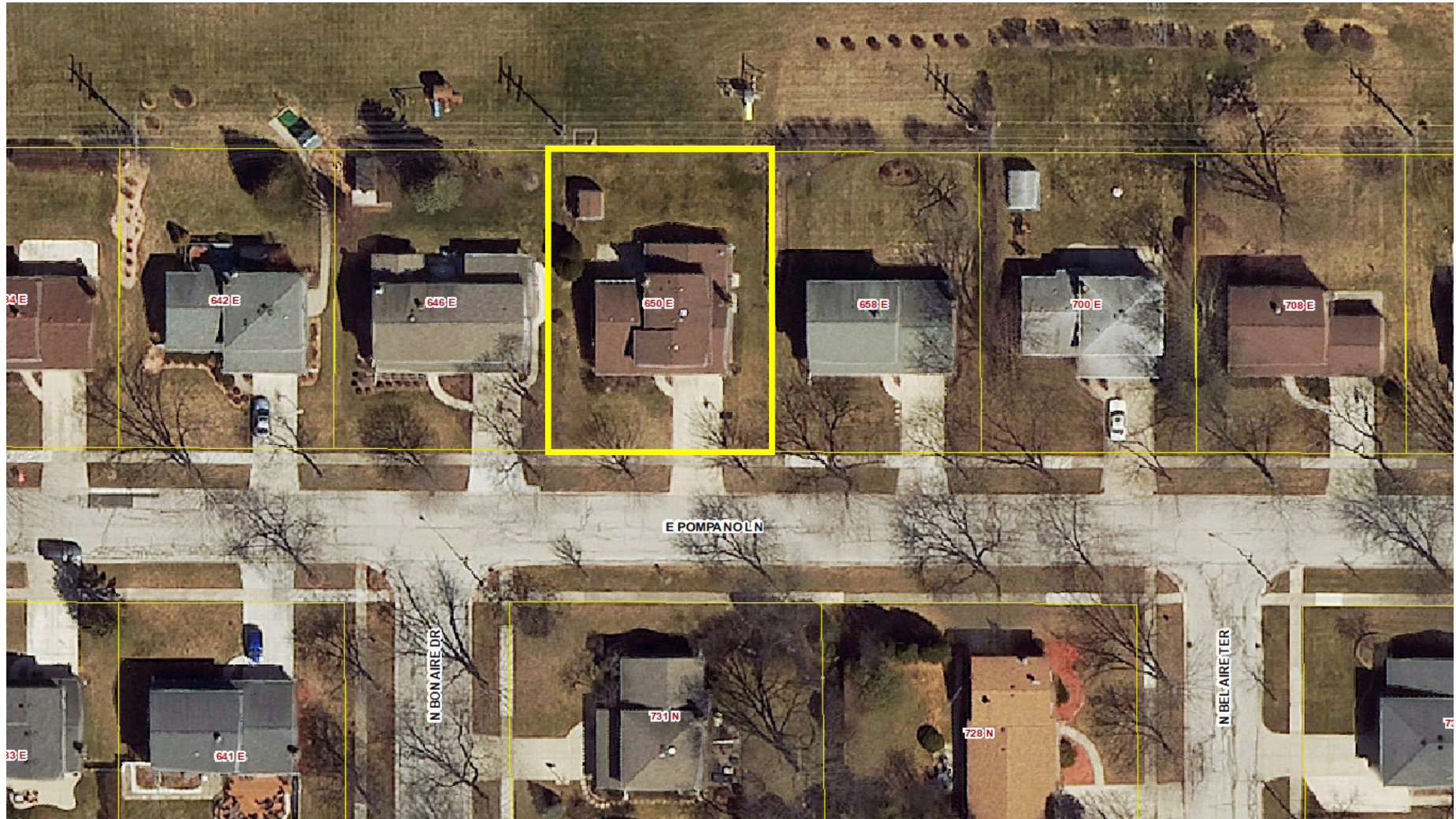
ATTACHMENTS:

- Aerial Map - 650 E. Pompano Lane
- ORD Minor VAR - 650 E Pompano Ln

- EXHIBIT - 650 E. Pompano Lane - Site Plan

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

650 E. Pompano Lane



ORDINANCE NO. _____

**AN ORDINANCE GRANTING A MINOR ADMINISTRATIVE VARIATION
650 E. POMPANO LANE**

WHEREAS, pursuant to an application submitted to the Village of Palatine for Minor Administrative Variation to permit a shed within an existing 10' public utility easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance, on the property commonly known as 650 E Pompano Lane.

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: A Minor Administrative Variation to permit a shed within an existing 10-foot public utility easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

1. The Minor Administrative Variation shall substantially conform to the site plans submitted by the Petitioner, attached hereto as Exhibit A, except as such plans may be changed to conform to Village Codes and Ordinances.

SECTION 2: That the petition for a Minor Variation be 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 _____, 2019

AYES:_____ NAYS:_____ ABSENT:_____ PASS:_____

APPROVED by me this _____ day of _____, 2019

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
_____ day of _____, 2019

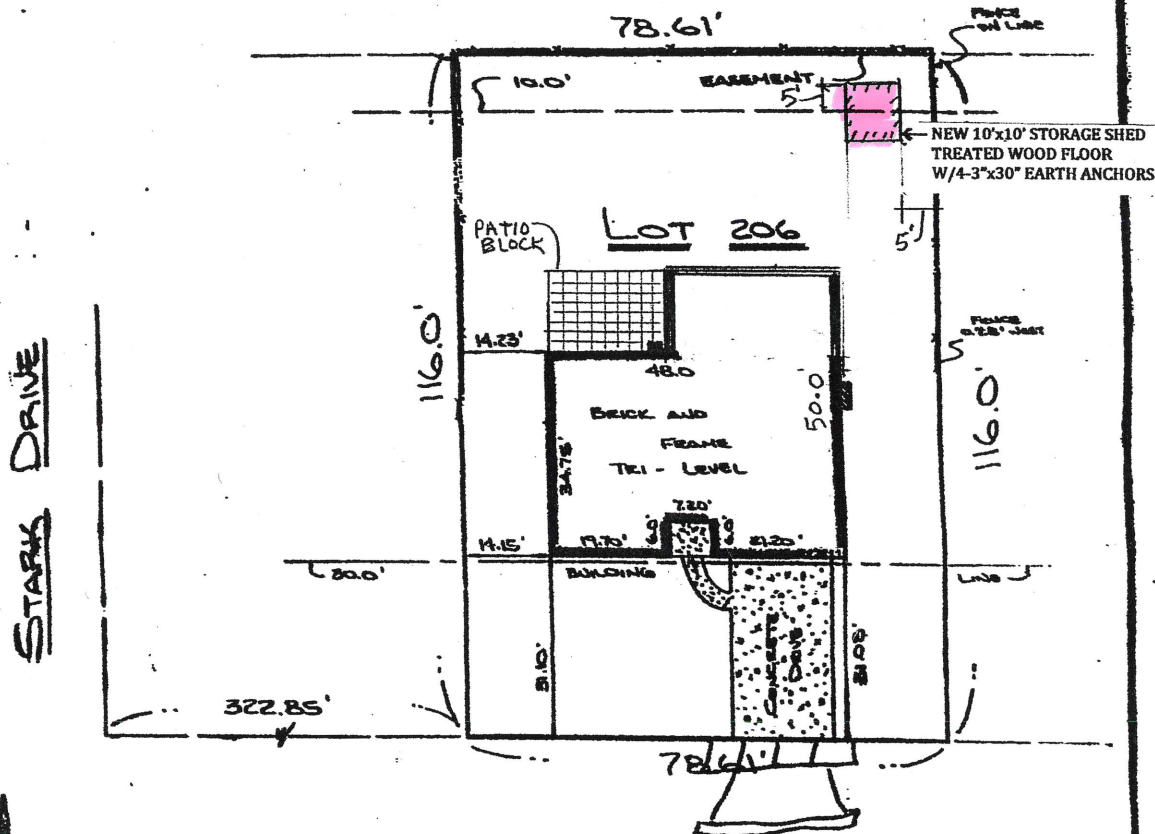
Village Clerk

Attachment: ORD Minor VAR - 650 E Pompano Ln (650 E: Pompano Lane - Minor Adm Var for Shed in Easement (CA))

Plat of Survey

OF PROPERTY DESCRIBED AS:

LOT 206 IN WILLOW WOOD, BEING A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VILLAGE COPY
APPROVED 3.23.05 BY *hls*
FULL PERMIT

BUMPER ENGINEERING
310 RIVER STREET
P.O. BOX 309
BUDOK, ILLINOIS 60118
312-428-2929

DATED: 07/11/88
SCALE: 1"=20.0'
ORDER: MERRILL LYNCH
OWNER:
ATLAS: 4310148
JOB #:
713498



STATE OF ILLINOIS
COUNTY OF KANE

I CERTIFY THAT THE ANNEXED SURVEY OF THE ABOVE DESCRIBED PROPERTY HAS BEEN MADE UNDER MY SUPERVISION FOR USE IN CONNECTION WITH A MORTGAGE LOAN TRANSACTION.
WARNING: THIS SURVEY IS NOT VALID FOR ANY TYPE OF CONSTRUCTION. (FENCES, DRIVEWAYS, ADDITIONS, ETC.)

John T. Whitehouse
ILLINOIS REGISTERED LAND SURVEYOR No. 2724

32645