



VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

JULY 14, 2025 AT 7:00 PM

VILLAGE HALL - COUNCIL CHAMBERS
200 E. WOOD STREET
PALATINE, IL 60067-5339
(847) 359-9050 www.palatine.il.us

AGENDA

REGULAR MEETING

7:00 PM

-
- I. CALL TO ORDER**
 - II. ROLL CALL**
 - III. PLEDGE TO THE FLAG**
 - IV. APPROVAL OF MINUTES**
 - A. Village Council & Committee of the Whole - Regular Meeting - June 16, 2025
 - V. MAYOR'S REPORT**
 - A. As Submitted
 - VI. RECESS TO THE COMMITTEE OF THE WHOLE**
 - VII. COMMITTEE OF THE WHOLE**
 - A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE**
SCOTT LAMERAND, CHAIR
 - 1. Consider an Ordinance Approving the Village of Palatine's PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan
 - 2. As Submitted
 - B. POLICE POLICY & CODE SERVICES COMMITTEE**
DOUG MYSLINSKI, CHAIR
 - 1. Consider an Ordinance Decreasing the Number of Class B (Package Liquor) Liquor Licenses by One for the Wine Cellar Located at 361 W. Northwest Highway
Council District: Six
 - 2. As Submitted
 - C. BUSINESS FINANCE & BUDGET COMMITTEE**
JOE FALKENBERG, CHAIR

1. Consider an Ordinance Amending a Development Agreement Between the Village of Deer Park, Village of Palatine, 783 Lake Cook Enterprises LLC and Persin and Robbin Jewelers Corp
2. Consider an Ordinance Authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply
3. As Submitted

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE
GREG LANGER, CHAIR

1. Consider an Ordinance Authorizing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and Palatine Park District
2. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

1. Consider a Motion to Approve an Engineering Supplement for the Design of the Palatine Road Improvement from Quentin Road to Smith Street
Council District: Two, Council District: Six
2. As Submitted

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE
BRAD HELMS, CHAIR

1. As Submitted

VIII. RECONVENE THE VILLAGE COUNCIL MEETING

IX. 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.

- A. Consider an Ordinance Approving the Village of Palatine's PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan
- B. Consider an Ordinance Decreasing the Number of Class B (Package Liquor) Liquor Licenses by One for the Wine Cellar Located at 361 W. Northwest Highway
Council District: Six

- C. Consider an Ordinance Authorizing the Mayor to Execute an Amended Development Agreement Between the Village of Deer Park, Village of Palatine, 783 Lake Cook Enterprises LLC and Persin and Robbin Jewelers Corp
- D. Consider an Ordinance Authorizing the Mayor to Execute a First Amendment to the Amended and Restated Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park
- E. Consider an Ordinance Approving an Intergovernmental Agreement between the Village of Palatine and Palatine Park District
- F. Consider a Motion to Approve an Engineering Supplement for the Design of the Palatine Road Improvement from Quentin Road to Smith Street
Council District: Two, Council District: Six
- G. Consider a Resolution Approving a Security Deposit Reduction and Commencement of the One-Year Maintenance Period for the Dundee Park Subdivision
Council District: One
- H. Consider an Ordinance to Amend Salary Ordinance, O-040-25, Establishing Rates of Compensation for Certain Officers and Employees of the Village of Palatine Effective July 15, 2025

X. REPORTS OF STANDING COMMITTEES

- A. **ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE**
GREG LANGER, CHAIR
 - 1. As Submitted
- B. **BUSINESS FINANCE & BUDGET COMMITTEE**
JOE FALKENBERG, CHAIR
 - 1. As Submitted
- C. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE**
SCOTT LAMERAND, CHAIR
 - 1. As Submitted
- D. **FIRE POLICY & COMMUNITY INFORMATION COMMITTEE**
BRAD HELMS, CHAIR
 - 1. As Submitted
- E. **INFRASTRUCTURE & ENVIRONMENT COMMITTEE**
KOLLIN KOZLOWSKI, CHAIR
 - 1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE
DOUG MYSLINSKI, CHAIR

1. As Submitted

XI. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XII. CLOSED SESSION AS REQUIRED

XIII. RECOGNITION OF AUDIENCE

XIV. ADJOURNMENT



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

JUNE 16, 2025

Regular Meeting

7:00 PM

I. ROLL CALL: TIME 7:00 PM

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Absent	
Greg Langer	District 1 Councilman	Present	
Scott Lamerand	District 2 Councilman	Present	
Doug Myslinski	District 3 Councilman	Present	
Joe Falkenberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Absent	
Brad Helms	District 6 Councilman	Present	

Also Present:

Deputy Village Clerk Kristin La Russo, Village Manager Reid Ottesen, Village Attorney Rick Veenstra, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief William Nord, Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Andrew Brown, and Director of Human Resources Monika Pandya

II. ELECTION OF MAYOR PRO TEM

In Mayor Schwantz's absence, Deputy Clerk La Russo called the meeting to order and opened the floor for nominations for Mayor Pro Tem. Councilman Helms, seconded by Councilman Myslinski, nominated Councilman Lamerand to serve as Mayor Pro Tem.

1. Election of Mayor Pro Tem - 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:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Kozlowski

III. PLEDGE TO THE FLAG

Mayor Pro Tem Lamerand invited everyone to stand and join him in the Pledge to the Flag.

IV. APPROVAL OF MINUTES

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Kozlowski

1. Village Council & Committee of the Whole - Special Meeting - June 9, 2025 - **Accepted**
2. Village Council & Committee of the Whole - Regular Meeting - June 9, 2025 - **Accepted**

V. MAYOR'S REPORT

1. As Submitted -

Mayor Pro Tem Lamerand announced upcoming events.

Friday, June 20, Saturday June 21 & Sunday June 22
St. Nectarios Greek Fest
133 S. Roselle Road

Friday, June 20: 6 PM - 9 PM
Saturday, June 21: 9:30 PM - 3 PM
Sunday, June 22: 12:30 PM - 3 PM
Friends of Palatine Library Used Book Sale
Palatine Library

Wednesday, June 25: 7:30 PM - 8:45 PM
Palatine Concert Band Sounds of Summer Concert
Fred P Hall Amphitheater

Wednesday, July 2 - Sunday, July 6
Hometown Fest
Palatine Jaycees
Fireworks July 3rd - Parade July 5th

Friday, July 4 - Village offices are closed for Independence Day

VI. RECESS TO THE COMMITTEE OF THE WHOLE

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

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

VII. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Consider a Motion Authorizing the Village Manager to Execute a License Agreement for a Residential Driveway to Access the Vacant Lot East of 1347 N. Grove Avenue Grove Avenue (W. North Street and Coolidge Avenue ROW) - **Approved by Voice Vote** (Council District: One)

Director of Planning & Zoning Ben Vyverberg presented the petitioner's request for a license agreement to allow a private driveway to be constructed and extended, providing access to a vacant lot east of 1347 N. Grove Avenue. Under the proposed agreement, the petitioner would be responsible for all construction and maintenance, including tree clearing and grading necessary for the driveway. The driveway would extend an existing right-of-way to serve a newly proposed single-family home. This area was previously unincorporated before being annexed. The plan has been reviewed by the Village Engineer and Fire Marshal. Staff recommends approval of the license agreement, subject to final review and approval by the Village Attorney.

Councilman Myslinski questioned whether the existing homeowner to the south would be responsible for all future road improvements and maintenance. Vyverberg responded that the intent is for any future property owner to be responsible for their portion of the driveway.

Councilman Helms asked whether there was a way to formalize a 50/50 ownership agreement for the driveway in the right-of-way, and Vyverberg replied that formalizing the agreement would help ensure its acceptance as part of the proposal.

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

2. Consider an Ordinance Designating and Approving the Builder for Lot 4 in the Kleiner Resubdivision - **Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioners request to be the designated builder for a planned development in a subdivision from 2005. Two lots were initially developed, while the remaining two remained vacant. With a new developer interested in building on the easterly lot, they request to reinstate the development, complete any remaining public improvements such as sidewalks and ensure compliance. Staff recommends approving the builder for the resubdivision.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Langer, District 1 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Schwantz, Kozlowski

3. Consider an Ordinance Amending Chapter 2 Administration of the Village's Code of Ordinances - **Motion Carried by Voice Vote**

Police Chief William Nord explained the proposed changes to the code of ordinances aiming to modernize hiring standards for Police Officers. The changes are designed to expand the applicant pool, streamline processes, and respond better to current labor market conditions. Staff recommends approval of the text amendments following the endorsement by the Board of Fire and Police Commissioners.

Councilman Myslinski asked if other communities are currently using the same standard and Chief Nord responded that most have already applied these standards in the selection of candidates.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Langer, District 1 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Schwantz, Kozlowski

4. Consider an Ordinance Approving Amendments to Chapter 18 Traffic of the Village of Palatine Code of Ordinances - **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained the proposed revisions to Chapter 18 that focus on improving clarity and enforcement, particularly within Section 18-81. These changes aim to resolve confusion between the Village, vehicle owners, and third-party collection vendors. Staff is recommending approval of these revisions.

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

5. As Submitted -

Nothing was submitted.

B. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

In the absence of Chairman Kozlowski, Vice-Chairman Helms opened the Infrastructure & Environment Committee.

1. Groundwater Ordinances

Director of Public Works explained that the petitioners request for groundwater ordinances prohibiting the installation of wells in defined areas. This ordinance would prohibit the use of groundwater as a potable water supply at the site and areas surrounding the site. This aims to restrict additional well installations within designated areas to help secure a No Further Remediation (NFR) Letter from the Illinois Environmental Protection Agency (IEPA). To qualify for an NFR, groundwater use must be restricted at the site and in any direction of migration. Staff recommends approval.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Langer, District 1 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Schwantz, Kozlowski

- A. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (1245 East Dundee Road) - **Motion Carried by Voice Vote** (Council District: Five)
 - B. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (515 West Colfax Street) - **Motion Carried by Voice Vote** (Council District: Six)
 - C. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (7 N. Northwest Highway) - **Motion Carried by Voice Vote** (Council District: Six)
2. Consider a Motion to Award a Contract for the 2025 Pavement Striping Program - **Approved by Voice Vote**

Director of Public Works Matt Barry proposed awarding the 2025 Pavement Striping Program contract to the lowest bidder, ensuring cost efficiency. The necessary funds have already been allocated in this year's Operating Budget to support the project and staff recommends approval.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Schwantz, Kozlowski

3. Consider a Motion to Approve the IDOT Maintenance Agreement for State Highways Within Palatine - **Approved by Voice Vote**

Director of Public Works explained that historically the Village and IDOT enter into an agreement of select State routes to maintain pavement within the Village including snow and ice control. Staff is recommending approval of the proposed maintenance Agreement with IDOT.

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

4. As Submitted -

Nothing was submitted.

C. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. Consider a Motion to Accept and Place on File the Annual Comprehensive Financial Report for the Year Ended December 31, 2024 - **Approved by Voice Vote**

Director of Finance Andrew Brown explained the 2024 audit conducted by Sikich LLP has been completed. Auditors rendered an unmodified opinion, which is the highest level of assurance on the Village's financial statements for the year ending December 31, 2024. The general fund maintains four months of operating cash, \$1 million surplus from 2024, and economic stabilization reserve of \$2.5 million. In addition, 7.5% surplus increase in enterprise funds to include water & sewer which funds pay for the operations as well as infrastructure. Staff recommends the Mayor and Village Council formally accept and place on file the Annual Comprehensive Financial Report for the year ended December 31, 2024.

Councilman Falkenberg commended the efforts put into the audit and financial report.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Langer, District 1 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Schwantz, Kozlowski

2. Consider an Ordinance Declaring Surplus Revenue in the Village of Palatine Downtown TIF District Special Tax Allocation Fund - **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained that this surplus declaration is the first for tax levy year 2024 and 100% of the increment from the downtown TIF district will be distributed to other tax funds. It will be done in two distributions per year, capturing both the spring property tax bill and the fall property tax bill. The Council previously committed that those dollars for the Village will go to the Combined Service Facility. Since 2010, around \$43 million in surplus has been distributed to local tax bodies.

Mayor Pro Tem Lamerand highlighted that the \$10 million being returned to the community is \$10 million that does not need to be committed to taxes. This amount, collected from stakeholders, helps offset the residential tax burden in Palatine, which totals approximately \$22 million. The surplus acts as a form of rebate, effectively reducing the impact on residents. The Village's TIF district distributions play a key role in this process, ensuring funds are reinvested locally and demonstrating strong leadership in financial management.

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

3. As Submitted -

Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, CHAIRMAN

1. As Submitted -

Nothing was submitted.

E. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VIII.RECONVENE THE VILLAGE COUNCIL MEETING

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Langer, District 1 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Kozlowski

IX. 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:	Doug Myslinski, District 3 Councilman
SECONDER:	Greg Langer, District 1 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Helms
ABSENT:	Kozlowski

1. Consider a Motion to Approve 2025 Warrant #12 - **Approved**
2. Consider a Motion Authorizing the Village Manager to Execute a License Agreement for a Residential Driveway to Access the Vacant Lot East of 1347 N. Grove Avenue Grove Avenue (W. North Street and Coolidge Avenue ROW) - **Approved** (Council District: One)
3. Consider an Ordinance Designating and Approving the Builder for Lot 4 in the Kleiner Resubdivision - **Approved** (Council District: One)

Ordinance #O-60-25
4. Consider an Ordinance Amending Chapter 2 Administration of the Village's Code of Ordinances - **Approved**

Ordinance #O-61-25
5. Consider an Ordinance Approving Amendments to Chapter 18 Traffic of the Village of Palatine Code of Ordinances - **Approved**

Ordinance #O-62-25
6. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (1245 East Dundee Road) - **Approved** (Council District: Five)

Ordinance #O-63-25
7. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (515 West Colfax Street) - **Approved** (Council District: Six)

Ordinance #O-64-25

8. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (7 N. Northwest Highway) - **Approved**
(Council District: Six)

Ordinance #O-65-25

9. Consider a Motion to Award a Contract for the 2025 Pavement Striping Program - **Approved**

10. Consider a Motion to Approve the IDOT Maintenance Agreement for State Highways Within Palatine - **Approved**

11. Consider a Motion to Accept and Place on File the Annual Comprehensive Financial Report for the Year Ended December 31, 2024 - **Approved**

12. Consider an Ordinance Declaring Surplus Revenue in the Village of Palatine Downtown TIF District Special Tax Allocation Fund - **Approved**

Ordinance #O-66-25

13. Consider a Motion to Accept and Place on File the Annual Treasurer's Report for Calendar Year 2024 - **Approved**

X. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

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

In the absence of Chairman Kozlowski, Vice-Chairman Helms reported on the Infrastructure & Environment Committee.

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

XI. 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

XII. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XIII. RECOGNITION OF AUDIENCE

XIV. ADJOURNMENT: TIME 7:24 PM

SUBMITTED BY:

Kristin La Russo
Deputy Village Clerk

Consider an Ordinance Approving the Village of Palatine's PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan

BACKGROUND:

As necessary for the Village's continued participation in the Community Development Block Grant (CDBG) program, the Department of Housing and Urban Development (HUD) requires that a Draft Consolidated and Action Plan are made available for a 30-day public review and comment period. The Village Council approved the commencement of this review to begin on June 6, 2025. As there were no public comments submitted during this time, it is now appropriate to submit the PY2025-2029 Consolidated Plan and PY25 Annual Action Plan to HUD. Therefore, Staff is recommending approval of the following:

Consider an Ordinance Approving the Village of Palatine's CDBG PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan.

KEY ISSUES:

- The Village's anticipated CDBG FY2024 entitlement amount is \$462,638, which represents a 4% decrease from last year. Palatine's program year runs from October 1st through September 31st. Per HUD regulations, the Village may recommend up to 15% (\$69,396) for social service providers and up to 20% (\$92,527) for program administration. The Village has historically utilized the remaining funds for public improvement projects and this year's Action Plan continues that recommendation.
- The 5-Year Consolidated Plan contains a Citizen Participation Plan, Housing and Homeless Needs Assessment, Housing Market Analysis, and a Strategic Plan. As is the HUD required practice, the data analysis is based on 2017-2021 ACS Data.
- Staff conducted a survey of non-profits, community organizations, and residents, asking them to identify community needs. The Village received 719 survey responses.
- HUD guidelines require that all subrecipient agencies provide services to Palatine residents qualifying as low- to moderate-income. The agencies also submit biannual reports to the Village documenting the number of Palatine residents served.
- All the funded CDBG programs must meet the proposed Palatine's FY 2025-2029 Consolidated Plan objectives, the Housing and Homeless Needs Assessment, the Housing Market Analysis, and the Strategic Plan. All data analysis uses the 2017-2021 ACS Data (the most recent Census data and HUD required). Staff will also utilize this information when formulating infrastructure recommendations for use of CDBG funds.
- The FY2025 Action Plan recommends CDBG funding for the following activities:

program administration, public infrastructure, facility improvements (eligible projects associated with low- to moderate-income areas and clientele), childcare/community center administration, homelessness service and prevention, emergency transitional shelter program, supportive services for senior citizens, and counseling and advocacy for abuse victims. As required, the 30-day public comment period was noticed in the newspaper and began on June 6, 2025 and the Public Hearing was held on June 19, 2025, also without any additional public comments submitted. Therefore, Staff recommends the following CDBG expenditures for FY2024:

Administration and Infrastructure/Public Facilities			
Organization	Activity	Funding Requested	Funding Recommended
Village of Palatine Planning & Zoning	CDBG Administration (maximum 20%)	\$92,527	\$92,527
Village of Palatine Public Works	Public Improvement Projects	\$300,715	\$300,715
Public Services	Social Service Agencies (maximum 15%)	\$103,500	\$69,396
	Total Requested	\$496,742	
	Total Available		\$462,638

Organization	Activity	Funding Requested	Funding Recommended
Children's Advocacy Center	Child Abuse Counseling	\$6,000	\$5,000
Family Forward	Financial Assistance for Rent and Case Management	\$3,500	\$3,000
Fellowship Housing Corp	Financial Assistance for Rent and Case	\$10,000	\$0

	Management		
Northwest Compass	Homeless Services	\$5,000	\$0
JOURNEYS	Homeless Services	\$20,000	\$18,000
POC	Case Management Service Coordinator	\$24,000	\$22,396
Palatine Township	Support Services for Older Adults	\$10,000	\$4,000
PTSCC	Resources and Programs for Very Low-Income Clients	\$16,500	\$13,000
WINGS	Homeless Services for Domestic Violence Victims	\$8,500	\$4,000
	Total Requested	\$103,500	
	Total Available		\$69,396

The full draft PY2025-2029 Consolidated Plan and PY2025 Action Plan can be reviewed on the Village Website at:

<https://www.palatine.il.us/162/Community-Development-Block-Grant-Progra>

BUDGET IMPACT:

The Village budgets for CDBG revenues and expenditures annually. The Village does not expend any funds until the US Department of Housing and Urban Development (HUD) allocates funding to the Village. The proposed action plan will provide for the continued and uninterrupted provision of services utilizing CDBG funding, administered by the Village of Palatine.

RECOMMENDATION:

Staff recommends approval of the CDBG PY2025-2029 Consolidated Plan and PY25 Annual Action Plan.

ACTION REQUIRED:

Consider an Ordinance Approving the Village of Palatine's CDBG PY2025-2029 Consolidated Plan and PY25 Annual Action Plan.

ATTACHMENTS:

1. ORD CDBG 2025

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING AND APPROVING THE VILLAGE OF
PALATINE'S CDBG PY2025-2029 CDBG CONSOLIDATED PLAN AND PY2025
ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the Village of Palatine prepared a CDBG PY2025-2029 Consolidated Plan and PY2025 Action Plan, which includes a housing affordability and public service plan, as well as an application for a Community Development Block Grant; and

WHEREAS, the required comment period was opened on June 6, 2025, a Public Hearing was held June 19, 2025 as required and a Public Meeting was held by the Village Council on July 14, 2025 to approve the PY2025-2029 Consolidated Plan and PY2025 Action Plan for the Palatine's Community Development Block Grant Program; and

WHEREAS, the 2025 Fiscal Year allocation from the Office of Community Planning and Development (U.S. Department of Housing and Development) for the Village of Palatine is \$462,638 within the federal Community Development Block Grant (CDBG) Program; and

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

WHEREAS, the Village of Palatine is required to submit a Consolidated Plan that includes a needs assessment, housing market study, 5-year strategic plan, and 1-year action plan; and

WHEREAS, the Action Plan shall be submitted to HUD 45 days prior to starting the Program Year which begins October 1, 2025; and

WHEREAS, the Mayor and Village Council of the Village of Palatine has determined that the PY2025-2029 Consolidated Plan and PY2025 Action Plan and the use of CDBG funds can be of benefit in providing for resident's health, safety, and welfare and in meeting the community development and housing needs of its citizens.

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

SECTION 1: The Mayor and Village Council of the Village of Palatine hereby approves the attached CDBG PY2025-2029 Consolidated Plan and PY2025 Action Plan, which includes an allocation of Community Development Block Grant funds in the amount of \$462,638.

SECTION 2: The Mayor and Village Council of the Village of Palatine hereby authorize the Village Manager to prepare and forward to the U.S. Department of Housing and Urban Development a submission of Palatine's PY2025-2029 Consolidated Plan and PY2025 Action Plan in accordance with federal guidelines. This Plan includes an application for federal Community Development Block Grant funds.

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

PASSED: This ____ day of _____, 2025

AYES:____ NAYS:____ ABSENT:____ PASS:____

APPROVED by me this ____ day of _____, 2025

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this ____ day of

_____, 2025

Village Clerk

Consider an Ordinance Decreasing the Number of Class B (Package Liquor) Liquor Licenses by One for the Wine Cellar Located at 361 W. Northwest Highway

BACKGROUND:

Staff was notified in June 2025 that the owner of the Wine Cellar at 631 W. Northwest Highway, Larry Kaplan, passed away. His wife will not be pursuing a liquor license with the intent to sell the store. It is appropriate to remove the Class B license from the Liquor Code reducing the number of licenses to 16.

KEY ISSUES:

- Decrease Class B (Package Liquor) Liquor Licenses by one.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

ATTACHMENTS:

1. ORD Decrease Class B - Wine Cellar

ORDINANCE NO. _____

AN ORDINANCE DECREASING THE NUMBER OF CLASS B LIQUOR
LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE
VILLAGE OF PALATINE CODE OF ORDINANCES
FOR THE WINE CELLAR LOCATED AT
361 W. NORTHWEST HIGHWAY

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:

SECTION 1: That the number of Class B (Package Liquor) Liquor
Licenses shall decrease by one for The Wine Cellar located at 361 W. Northwest
Highway for a total of 16 Class B Liquor Licenses.

SECTION 2: That all ordinances or parts of ordinances in conflict
herewith are hereby repealed.

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 _____, 2025

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

APPROVED by me this _____ day of _____, 2025

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
_____ day of _____, 2025

Village Clerk

Consider an Ordinance Amending a Development Agreement Between the Village of Deer Park, Village of Palatine, 783 Lake Cook Enterprises LLC and Persin and Robbin Jewelers Corp

BACKGROUND:

The Village of Palatine previously entered into a Development Agreement with Deer Park and the land owner and operator of Persin Robbin Jewelers which, among other provisions, provided for the reporting and sharing of sales tax dollars with the Village of Palatine. Subsequent to the original Development Agreement, the State of Illinois discontinued use of sales tax reporting forms referenced in the IGA.

KEY ISSUES:

- In order to accommodate changes made by the State Department of Revenue, the Development Agreement needs to be amended to reflect a new reporting form that will be completed by the business in order to ensure proper reporting.
- No other terms or conditions of the IGA are modified.

BUDGET IMPACT:

RECOMMENDATION:

Staff recommends approval of an ordinance authorizing the Mayor to execute an amended Development Agreement.

ACTION REQUIRED:

Ordinance approving an amended Development Agreement.

ATTACHMENTS:

1. Deer Park and Persin IGA amendment ordinance
2. Palatine Revision to First Amendment Development Agreement - 07-07-25

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF DEER PARK, VILLAGE OF PALATINE, 783 LAKE COOK ENTERPRISES LLC, AND PERSIN ROBBIN JEWELERS CORP

WHEREAS, the Village of Palatine, Village of Deer Park, Persin Robbin Jewelers and 783 Lake Cook Enterprises previously entered into a Development Agreement for the provision of water to 783 Lake Cook Road and , among other considerations, the sharing of sales tax revenues between the Village of Palatine and Village of Deer Park; and

WHEREAS, a provision of the Development Agreement is the sharing of sales tax revenues between Palatine and Deer Park documented with certain forms from the Sate Department of Revenue; and

WHEREAS, the State Department of Revenue no longer recognizes the form required in the Development Agreement and a new form is required.

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

SECTION 1: That the foregoing recitals are incorporated into this section as if full set forth.

SECTION 2: The Mayor be authorized to execute an amendment to Development Agreement between the Village of Palatine Village of Deer Park, Persin Robbin Jewelers

and 783 Lake Cook Enterprises to provide for clarification of the sales tax reporting form.

SECTION 3: The Development Agreement may be modified based upon final review by the Village Attorney.

PASSED: This 14th day of July, 2025

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

APPROVED by me this 14th day of July, 2025

Mayor of the Village of Palatine

**ATTESTED and FILED in the office of the Village Clerk
this 14th day of July, 2025**

Village Clerk

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF DEER PARK, THE VILLAGE OF PALATINE,
783 LAKE COOK ENTERPRISES LLC, AND
PERSIN AND ROBBIN JEWELERS CORP.**

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF DEER PARK, THE VILLAGE OF PALATINE, 783 LAKE COOK ENTERPRISES LLC, AND PERSIN AND ROBBIN JEWELERS CORP. dated October 14, 2022** (the “Amended Development Agreement”), is entered into with an effective date of July _____, 2025 (hereinafter referred to as “Effective Date”), by and between the Village of Deer Park, an Illinois municipal corporation, (hereinafter referred to as “Deer Park”) and the Village of Palatine, an Illinois home rule municipal corporation, (hereinafter referred to as “Palatine”) and 783 Lake Cook Enterprises LLC (hereinafter referred to as “Property Owner”) and Persin and Robbin Jewelers Corp (herein referred to as “Business Operator”); collectively, the Parties and individually, Party.

WHEREAS, the Parties have entered into a **DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF DEER PARK, THE VILLAGE OF PALATINE, 783 LAKE COOK ENTERPRISES LLC, AND PERSIN AND ROBBIN JEWELERS CORP. dated October 14, 2022** (the “Development Agreement”) that provided for, among other things, the sharing of sales tax generated by the Business Operator between Deer Park and Palatine according to a formula provided in Section 4(C) of the Development Agreement pursuant to which Palatine would receive the Illinois sales taxes generated by the Business Operator and Deer Park would receive the Deer Park municipal taxes generated by the Business Operator; and

WHEREAS, the Parties agreed that the Business Owner was only required to make remittance of sales tax receipts as normally conducted by an Illinois-located retail business to the IDOR as required by the IDOR at IDOR calculated rates. The responsibility for payments and reimbursements of the sales tax to be allocated between Deer Park and Palatine pursuant to the Development Agreement, was to be the responsibility of Deer Park and Palatine, and not the Business Owner; and

WHEREAS, in Section 4(C), the Property Owner and business Operator agreed that they would execute an IDOR form entitled “Authorization to Release Sales Tax Information to Local Governments” (or comparable successor form, if any) to permit IDOR to disclose to both Palatine and Deer Park any share of remitted Illinois sales tax generated by the Business Operator at the Retail Property due to Deer Park and Palatine, but the IDOR practices in this regard have since changed; and

WHEREAS, further, in Section 5, the Business Operator also agreed to execute the same IDOR form (or comparable successor form, if any) to permit IDOR to disclose to both Palatine and Deer Park, Deer Park’s share of Illinois Sales Tax received from the Illinois Sales Tax generating users signing said form and to furnish such other consents or waivers as may be required by the IDOR to allow the IDOR to furnish the sales tax information from the sales tax generating users; and

WHEREAS, the Parties have subsequently learned that the IDOR will not share such sales tax information directly with Palatine if the sales have been reported by the Business Operator for sales in Deer Park; and

WHEREAS, pursuant to the Reciprocal Agreement between Deer Park and the IDOR related to Deer Park’s receipt of confidential sales tax information, Deer Park is prohibited from sharing with Palatine the Business Operator’s sales tax information from the IDOR; and

WHEREAS, since the Village of Deer Park is prohibited by the IDOR from sharing that information, in order for Palatine to obtain information about sales taxes generated by the Business Operator in Deer Park, it will be necessary for the Business Operator to share that information directly with Palatine; and

WHEREAS, the Development Agreement does not currently provide for such sharing of sales tax information directly by the Business Operator to either Village and therefore must be amended accordingly to ensure both Villages can verify that all sales tax received by Deer Park is properly shared with Palatine.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1: The recitals listed above are incorporated in this Amended Development Agreement.

Section 2: All terms defined in the Development Agreement shall be similarly defined in this Amended Development Agreement.

Section 3: The text of Section 4(C) of the Development Agreement shall be deleted and replaced with the following text:

“C. Palatine will receive one hundred percent (100%) of the Illinois state sales tax generated and received from the Retail Property, Deer Park will receive one hundred percent (100%) of the Deer Park Municipal Sales Tax generated and received from the Retail Property. All parties acknowledge that sales tax rates may change during the term of this Agreement.

Neither Property Owner nor Business Operator are required to make any payments nor remittances of sales tax receipts to Deer Park and/or Palatine. Business Operator shall make remittance of sales tax receipts as normally conducted by an Illinois-located retail business to the Illinois Department of Revenue (hereinafter referred to as “IDOR”) as required by IDOR at

IDOR calculated rates. -(Currently, the required form shall be a completed IDOR ST-1 Sales and Use Tax form or ST-2 Multiple Site form, and any amended statements filed with IDOR, but all parties acknowledge that these forms are subject to change.

Property Owner and Business Operator agree that as a condition precedent for the provision of water to the Retail Property, on a monthly basis, Business Operator shall provide directly to both Palatine and Deer Park copies of the same sales tax information it has provided to the IDOR. Business Operator further consents that if Business Operator fails to provide such sales tax information to both Palatine and Deer Park, the Village that has received such information from the Business Operator may share it with the other Village.

Payments and reimbursements for the sharing of sales tax revenue by and between Palatine and Deer Park are solely the responsibility of Palatine and Deer Park. Failure on the part of Palatine and/or Deer Park to make payments and/or reimbursements to each other will not constitute a violation of this Agreement with regards to Property Owner and Business Operator receiving benefits of said Agreement.

Property Owner and Business Operator agree that as a condition precedent for the provision of water to the Retail Property, if the IDOR requires any other authority from the Business Operator to release information about the remitted Illinois sales tax generated by the Business Operator at the Retail Property to either Deer Park or Palatine, Business owner shall execute such authority as the IDOR may require for this purpose. Any disclosed sales tax information shall be submitted to and shared only by those parties authorized by the IDOR to receive and view such information. Palatine and Deer Park agree that, to the extent permitted by law, they will not disclose the sales tax information provided by the Business Operator to any unauthorized parties (apart from those attorneys and/or consultants or auditors of either Village who must review such information in the course of their work for either Village).

Failure of the Business Operator to provide the information required by this Section to each Village, following the provision of ten days' notice and a ten-day opportunity to cure by the Village that has not received such information, shall serve as the basis for suspended water service to the Property by Palatine until such time as all the information required by this Section has been provided. The Property Owner and Business Owner agree that the Property Owner may and shall require compliance with this Section as a condition of any lease of the Property to Business Operator.

Property Owner and Business Owner agree to execute an agreement with Palatine when seeking water service that will include these commitments. A sample of the form that will be required is attached to this Amendment as Exhibit A."

Section 4: The text of the second paragraph of Section 5, Point of Sale, of the Development Agreement shall be deleted and replaced with the following text:

"Business Operator and Property Owner agree that as a condition precedent for the ongoing provision of water to the Retail Property, Business Owner shall comply with all of the reporting

requirements of Section 4(C), including but not limited to those related to sharing sales tax information with both Villages by the Business Operator, and by executing this Agreement acknowledges that the Property Owner requires such compliance. Notwithstanding the forgoing, nothing in this Section 5 shall prohibit the Business Operator from owning and/or operating additional retail jewelry stores.”

Section 5: Aside from the items identified above, all other terms of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, in counterparts, each of which shall constitute an original, all as of the day and year first written above.

VILLAGE OF DEER PARK

VILLAGE OF PALATINE

Greg Rusteberg, Village President

Jim Schwantz, Mayor

Kimberly Kelly, Village Clerk

Maureen Pasqualucci, Village Clerk

783 LAKE COOK ENTERPRISES LLC

PERSIN AND ROBBIN JEWELERS CORP

Bradley Robbin, Sole Member

Bradley Robbin, President

Exhibit A
Sample Agreement to Release of Tax Information Form

**AGREEMENT TO RELEASE SALES TAX INFORMATION TO THE VILLAGES OF PALATINE AND
DEER PARK AS A CONDITION OF RECEIVING WATER SERVICE FROM THE VILLAGE OF
PALATINE**

Name of Business User Requesting Water Service from Palatine (“Water User”):

Address of Water User (“Subject Property”):

Illinois Taxpayer ID:

Illinois Sales Tax Account Number (IBT):

Water User agrees that as a condition of receiving water service from the Village of Palatine, Water User shall do the following:

1. Execute such forms or consents, if any, required by the Illinois Department of Revenue (“IDOR”) to authorize it to release sales tax information to Deer Park and Palatine related to Deer Park’s share of Illinois Sales Taxes generated by uses on the Subject Property.
2. Pay all required sales tax to the IDOR in any way related to Water User’s operations at the Subject Property. Currently, the required form shall be a completed IDOR ST-1 Sales and Use Tax form or ST-2 Multiple Site form, and any amended statements filed with IDOR. All parties acknowledge that these forms are subject to change.
3. On a monthly basis, provide directly, to both Palatine and Deer Park, copies of the same sales tax information provided to the IDOR under number 2 above.
4. Consent that if Water User fails to provide such sales tax information to both Palatine and Deer Park, the Village that has received such information from the business may share it with the other Village.
5. Require any tenants or subtenants of Water User at the Subject Property to comply with these same requirements.

Water user agrees that if it fails to comply with the above obligations, following ten days’ notice by Palatine and a ten-day opportunity to cure, Palatine may suspend water service to the Subject Property until such time as all the information required by this Agreement has been provided by the Water User.

I am authorized to execute this Agreement on behalf of the Water User.

Signature of Authorized Party: _____

Title: _____

Phone: _____ E-Mail: _____

Consider an Ordinance Authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply

BACKGROUND:

On August 8, 2022, the Village of Palatine entered into an Amended and Restated Intergovernmental Agreement with the Village of Deer Park for the provision of water to certain areas in Deer Park. A provision of the agreement was the sharing of sales tax revenues with the Village of Palatine. Subsequent to the IGA, the State of Illinois Department of Revenue discontinued the use of a referenced reporting form.

KEY ISSUES:

- The IGA needs to be amended to reflect a new reporting mechanism to capture the appropriate information to ensure accurate sharing of sales tax receipts.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Ordinance authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply

ACTION REQUIRED:

Approval of the Ordinance Authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply

ATTACHMENTS:

1. Deer Park IGA amendment ordinance
2. First Amendment to Restated Water IGA - Final

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE AMENDED AND
RESTATED INTERGOVERNMENTAL 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**

WHEREAS, the Village of Palatine (“Palatine”) and Village of Deer Park previously entered into an Intergovernmental Agreement for the provision of water to certain properties within the Deer Park; and

WHEREAS, a provision of the Intergovernmental Agreement is the sharing of sales tax revenues between Palatine and Deer Park; and

WHEREAS, the Intergovernmental Agreement had a process for the end water user to execute a form from the State Department of Revenue to ensure the proper sharing of sales tax revenues; and

WHEREAS, the State Department of Revenue no longer recognizes the form required in the Intergovernmental Agreement.

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

SECTION 1: That the foregoing recitals are incorporated into this section as if full set forth.

SECTION 2: The Mayor be authorized to execute an amendment to the Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village

of Deer Park to provide for clarification of the sales tax reporting form.

SECTION 4: The Intergovernmental Agreement may be modified based upon final review by the Village Attorney.

PASSED: This 14th day of July, 2025

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

APPROVED by me this 14th day of July, 2025

Mayor of the Village of Palatine

**ATTESTED and FILED in the office of the Village Clerk
this 14th day of July, 2025**

Village Clerk

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED INTERGOVERNMENTAL 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**

This **FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL 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** (the “First Amendment”) is entered into with an effective date of July _____, 2025 (hereinafter referred to as “Effective Date”), by and between the Village of Deer Park, an Illinois municipal corporation, (hereinafter referred to as “Deer Park”) and the Village of Palatine, an Illinois home rule municipal corporation, (hereinafter referred to as “Palatine”).

WHEREAS, the Parties have entered into an **AMENDED AND RESTATED INTERGOVERNMENTAL 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 8, 2022 (the “Water Supply IGA”) that provided for, among other things, the sharing between Deer Park and Palatine of certain Illinois sales taxes generated within the property covered by the Water Supply IGA; and

WHEREAS, in Section 4 of the Water Supply IGA, the Parties agreed on the way sales tax information would be obtained by and shared between the Villages; and

WHEREAS, the Parties have subsequently learned that the IDOR will not share such sales tax information directly with Palatine if the sales have been reported for sales in Deer Park; and

WHEREAS, pursuant to the Reciprocal Agreement between Deer Park and the IDOR

related to Deer Park's receipt of confidential sales tax information, Deer Park is prohibited from sharing with Palatine the sales tax information it receives from the IDOR; and

WHEREAS, since the Village of Deer Park is prohibited by the IDOR from sharing that information, in order for Palatine to obtain information about sales taxes generated within the affected territory in Deer Park, it will be necessary to modify the mechanism described in Sections 4(b) and 4(d) of the Water Supply IGA for sharing sales tax information between the Villages to ensure that all sales tax revenue received by Deer Park is properly shared with Palatine.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1: The recitals listed above are incorporated in this First Amendment.

Section 2: All terms defined in the Water Supply IGA shall be similarly defined in this First Amendment.

Section 3: Sections (b), (c), and (d) of Section 4, "Sales Tax Sharing", of the Water Supply IGA shall be deleted and replaced with the following new sections (b)-(f):

- " b. Deer Park shall make quarterly payments to Palatine of any Illinois Sales Tax generated from the subject properties that is due from Deer Park to Palatine under this Agreement. To the extent permitted by law, payments shall be accompanied by a statement from an officer of Deer Park setting forth the calculation of said payment.
- c. The parties agree that as a condition precedent for the provision of water to the Sales Tax Property, all water users within the Subject Property shall be required to agree to do the following:

1. Execute such forms or consents, if any, required by the Illinois Department of Revenue (“IDOR”) to authorize it to release sales tax information to Deer Park and Palatine related to Deer Park’s share of Illinois Sales Taxes generated by uses on the Subject Property. Additionally, execute the Agreement to Release Sales Tax information, in a form substantially similar to that attached to this Amendments as Exhibit A.
2. Pay all required sales tax to the IDOR in any way related to Water User’s operations at the Subject Property. Currently, the required form shall be a completed IDOR ST-1 Sales and Use Tax form or ST-2 Multiple Site form, and any amended statements filed with IDOR, but all parties acknowledge that these forms are subject to change.
3. On a monthly basis, provide directly, to both Palatine and Deer Park, copies of the same sales tax information provided to the IDOR under number 2 above.
4. Consent that if Water User fails to provide such sales tax information to both Palatine and Deer Park, the Village that has received such information from the business may share it with the other Village.
5. Require any tenants or subtenants of Water User at the Subject Property to comply with these same requirements.

Failure of the Business Operator to provide the information required by this Section to each Village, following the provision of ten days’ notice and a ten-day opportunity to cure by the Village that has not received such information, shall serve as the basis for suspended water service to the Property by Palatine until such time as all the information required by this Section has been provided.

d. The parties acknowledge and agree that this Agreement is predicated on existing law in the State of Illinois. The General Assembly from time to time has considered eliminating or modifying the distribution of Illinois Sales Tax revenues to Illinois municipalities. The parties agree to amend this Agreement in the event of such a legislative change so that Palatine will continue to receive revenues generated by the subject properties.

e. Any disclosed sales tax information shall be submitted to and shared only by those parties authorized by the IDOR to receive and view such information. Palatine and Deer Park agree that, to the extent permitted by law, they will not disclose the sales tax information provided by the Business Operator to any unauthorized parties (apart from those attorneys and/or consultants or auditors of either Village who must review such information in the course of their work for either Village).

f. These requirements shall also apply to any future increases in Illinois State Sales Tax adopted by the State of Illinois after the effective date of this Agreement, but the aforesaid requirement for sharing by Deer Park with Palatine of Illinois State Sales Taxes generated by the Sales Tax Property shall not be applicable to Deer Park Municipal Sales Taxes generated from the subject property.

Section 4: Aside from the items identified above, all other terms of the Water Supply IGA shall remain in full force and effect.

(CONTINUED ON NEXT PAGE)

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

VILLAGE OF DEER PARK

VILLAGE OF PALATINE

Greg Rusteberg, Village President

Jim Schwantz, Mayor

Kimberly Kelly, Village Clerk

Maureen Pasqualucci, Village Clerk

Exhibit A

Sample Agreement to Release of Tax Information Form

**AGREEMENT TO RELEASE SALES TAX INFORMATION TO THE VILLAGES OF PALATINE AND DEER PARK AS
A CONDITION OF RECEIVING WATER SERVICE FROM THE VILLAGE OF PALATINE**

Name of Business User Requesting Water Service from Palatine (“Water User”):

Address of Water User (“Subject Property”):

Illinois Taxpayer ID:

Illinois Sales Tax Account Number (IBT):

Water User agrees that as a condition of receiving water service from the Village of Palatine, Water User shall do the following:

1. Execute such forms or consents, if any, required by the Illinois Department of Revenue (“IDOR”) to authorize it to release sales tax information to Deer Park and Palatine related to Deer Park’s share of Illinois Sales Taxes generated by uses on the Subject Property.
2. Pay all required sales tax to the IDOR in any way related to Water User’s operations at the Subject Property. Currently, the required form shall be a completed IDOR ST-1 Sales and Use Tax form or ST-2 Multiple Site form, and any amended statements filed with IDOR. All parties acknowledge that these forms are subject to change.
3. On a monthly basis, provide directly, to both Palatine and Deer Park, copies of the same sales tax information provided to the IDOR under number 2 above.
4. Consent that if Water User fails to provide such sales tax information to both Palatine and Deer Park, the Village that has received such information from the business may share it with the other Village.
5. Require any tenants or subtenants of Water User at the Subject Property to comply with these same requirements.

Water user agrees that if it fails to comply with the above obligations, following ten days’ notice by Palatine and a ten-day opportunity to cure, Palatine may suspend water service to the Subject Property until such time as all the information required by this Agreement has been provided by the Water User.

I am authorized to execute this Agreement on behalf of the Water User.

Signature of Authorized Party: _____

Title: _____

Phone: _____ E-Mail: _____

Consider an Ordinance Authorizing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and Palatine Park District

BACKGROUND:

The Village and Park District are both owners of different properties and buildings within the Village. Through a series of discussions, an exchange of properties would provide both entities with improved operations and ultimately, significant savings to the taxpayer as compared to each entity acting independently to achieve their long-term facility needs.

KEY ISSUES:

- The Village and Park District have identified a plan that would fulfill the long-term facility needs of the Village as well as facilitate improvements to Park District operations. The proposed Intergovernmental Agreement provides a process where the Village-owned property at 150 W. Wilson Street would be conveyed to the Park District for their future use. In exchange, the Park District would convey their space at the Combined Services Facility on Illinois Avenue, as well as a storage facility owned by the Park District on Michigan Avenue. The Village would be able to expand its Public Works and Engineering operations as well as address significant vehicle and equipment storage demands.
- If the Village were to pursue a new Public Works facility, the costs would easily exceed \$40 million. This solution will allow the Village to make all necessary improvements within a \$10 million budget and without the need to increase any taxes or fees. We will maintain our debt-free status while finishing the final facility improvement in our long-term plan.
- The IGA provides a payment to the Park District in the amount of \$2 million for the Combined Services Facility and \$3 million upon completion of renovations and occupancy of 150 W. Wilson. The Combined Services Facility payment will be from the Renovation Fund, leaving \$8 million for the subsequent improvements.
- The Village should take full possession of the Combined Services Facility no later than April 2027. Some renovations will begin prior to that date.

BUDGET IMPACT:

Total payments of \$5 million to Palatine Park District.

RECOMMENDATION:

Staff recommends approval of an Intergovernmental Agreement between the Village and Park District related to the sale and transfer of Village and Park District properties.

ACTION REQUIRED:

Approval of an ordinance authorizing the Mayor to execute the Intergovernmental Agreement with the Park District.

ATTACHMENTS:

1. VoP and Park IGA Ordinance
2. Village and Park District Property IGA - Final WITH EXHIBITS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF PALATINE AND THE PALATINE PARK DISTRICT
RELATIVE TO PROPERTY ACQUISITION AND IMPROVEMENTS FOR CERTAIN
PROPERTIES WITHIN THE VILLAGE OF PALATINE**

WHEREAS, the Village of Palatine (“Village”) and Palatine Park District (“District”) wish to engage jointly in a plan providing for facility improvements to satisfy the short term and long term needs of the Village and the District; and

WHEREAS, the Village 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) and the District is an Illinois municipal governing agency as provided in the Illinois Park District Code, 70 ILCS 1205/1-1 et seq.; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Sec. 6) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220-1, et seq., authorize intergovernmental cooperation; and

WHEREAS, the Village and District each are the owners of specific properties located in the Village of Palatine; and

WHEREAS, the Village and District have determined that conveyance of properties from the Village to District and from the District to the Village will better serve the long term needs of both the Village and District, the properties are identified in the Intergovernmental Agreement attached hereto as Exhibit A; and

WHEREAS, the conveyance of properties between the Village and District will lead to long term financial savings and protection of the taxpayers of the Village and District; and

WHEREAS, the sale and exchange of properties contemplated by this Agreement are authorized by and made pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1 et seq. ("Transfer Act"); and

WHEREAS, pursuant to the Transfer Act, the Village declares that it is necessary and convenient for the Village to use, occupy or improve the Michigan Property (as defined in the Intergovernmental Agreement) and the Park District CSF Property (as defined in the Intergovernmental Agreement) in furtherance of its public purpose; and

WHEREAS, pursuant to the Transfer Act, the Village desires to transfer the CLU Property (as defined in the Intergovernmental Agreement) to the Park District subject to the terms and conditions set forth in the Intergovernmental Agreement; and

WHEREAS, the Village, pursuant to 2-112 (4) of the Palatine Code of Ordinances and 65 ILCS 5/11-74.4-4 (c) of the Illinois Compiled Statutes, posted the required notices for public purposes and responses.

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

SECTION 1: That the foregoing recitals are incorporated into this section as if full set forth.

SECTION 2: The Mayor be authorized to execute an Intergovernmental Agreement between the Village of Palatine and Palatine Park District related to the acquisition and sale of properties within the Village of Palatine in substantially the same

form as Exhibit A, subject to final review and approval by the Village Attorney.

SECTION 3: The Village Manger is hereby directed to implement the terms and conditions of the Intergovernmental Agreement, including but not limited to the financial obligations contained within the Intergovernmental Agreement and is authorized to execute any and all documents necessary for the conveyance of the properties set forth in the Intergovernmental Agreement attached as Exhibit A.

SECTION 4: The Intergovernmental Agreement may be modified based upon final review by the Village Attorney.

PASSED: This 14th day of July, 2025

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

APPROVED by me this 14th day of July, 2025

Mayor of the Village of Palatine

**ATTESTED and FILED in the office of the Village Clerk
this 14th day of July, 2025**

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND
THE PALATINE PARK DISTRICT RELATIVE TO
PROPERTY ACQUISITION AND IMPROVEMENTS FOR CERTAIN PROPERTY
WITHIN THE VILLAGE OF PALATINE**

THIS AGREEMENT is entered into this 14th day of July, 2025, by and among the Village of Palatine, located in Cook County, State of Illinois, and the Palatine Park District, located in Cook County, State of Illinois.

WITNESSETH:

WHEREAS, the Village of Palatine ("Village") and Palatine Park District ("District") wish to engage jointly in a plan providing for facility improvements to satisfy the short term and long term needs of the Village and the District; and

WHEREAS, the Village 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) and the District is an Illinois municipal governing agency as provided in the Illinois Park District Code, 70 ILCS 1205/1-1 et seq.; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Sec. 6) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220-1, et seq., authorize intergovernmental cooperation; and

WHEREAS, the Village and District each are the owners of specific properties located in the Village of Palatine; and

WHEREAS, the Village and District have determined that conveyance of properties from the Village to District and from the District to the Village will better serve the long term needs of both the Village and District; and

WHEREAS, the conveyance of properties between the Village and District will lead to long term financial savings to the taxpayers of the Village and District; and

WHEREAS, this Agreement is intended to provide for the sale and exchange of property

between the Village and District and other financial considerations in an orderly and structured manner to ensure the interests of the Village and Park District and all taxpayers are protected.

WHEREAS, the sale and exchange of properties contemplated by this Agreement are authorized by and made pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1 et seq. ("Transfer Act"); and

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

1. **Definitions.**

"CLU Property" means the property presently located at 150 West Wilson Street in Palatine, Cook County, Illinois, owned by the Village and legally described on Exhibit 1.

"Future Property" means the property presently located at 400 South Hicks Road in Palatine, Cook County, Illinois to be acquired by the District and legally described on Exhibit 2.

"Michigan Property" means the property presently located at 150 West Michigan Avenue in Palatine, Cook County, Illinois, owned by the District and legally described on Exhibit 3

"Park District CSF Property" means the property presently located at 148 West Illinois Avenue in Palatine, Cook County, Illinois, owned by the District and legally described on Exhibit 4.

2. **Park District Acquisition of Property.**

District agrees to acquire Future Property for the purposes of relocating the activities, functions, equipment and personnel that currently are located at the Michigan Property and Park District CSF Property. Said acquisition shall occur on or before November 30, 2025 ("Future Property Acquisition Outside Date"). The Future Property shall be acquired by the District under such terms and conditions as determined by the District in its sole and absolute discretion. The District shall give the Village five (5) days

prior written notice of the District's acquisition of the Future Property. If the Future Property is not acquired by the District on or before the expiration of the Future Property Acquisition Outside Date, this Agreement shall be considered null and void and of no further force and effect, and any monies or other consideration paid to the Park District by the Village pursuant to the terms of this Agreement shall be refunded to the Village by the Park District as soon thereafter as is practicable.

3. **Village Conveyance of Property.**

Simultaneous with the District acquisition of Future Property, the Village shall convey ownership to the District of the CLU Property. Conveyance of the CLU Property to the District shall be by Quit Claim Deed executed by the Village, subject to any and all covenants, conditions, restrictions, exceptions, obligations and any matters that may be disclosed by a survey of the CLU Property. Any and all costs, fees, recording costs and expenses related to the conveyance of the CLU Property shall be paid by the District. In the event the District desires title insurance insuring the conveyance of the CLU Property, it shall be the District's sole responsibility and obligation, at the District's sole cost and expense, to obtain any title commitment and title policy. The acquisition of title insurance shall not delay the conveyance of the CLU Property. In the event the District desires a survey of the CLU Property, the District may do so at its sole cost and expense. Said conveyance shall be an "As Is", "Where Is" conveyance with all faults and with no representations or warranties provided by the Village. There shall be no monetary exchange as part of said conveyance. Exclusive physical possession of the CLU Property shall be delivered to the District upon the closing of the conveyance of the CLU Property.

4. **District Conveyance of Property.**

Simultaneous with the District acquisition of the Future Property and the Village conveyance of the CLU Property, the District shall convey ownership to the Village of the Michigan Property. Conveyance of the Michigan Property to the Village shall be by Quit

Claim Deed executed by the District, subject to any and all covenants, conditions, restrictions, exceptions, obligations and any matters that may be disclosed by a survey of the Michigan Property. Any and all costs, fees, recording costs and expenses related to the conveyance of the Michigan Property shall be paid by the Village. In the event the Village desires title insurance insuring the conveyance of the Michigan Property, it shall be the Village's sole responsibility and obligation, at the Village's sole cost and expense, to obtain any title commitment and title policy. The acquisition of title insurance shall not delay the conveyance of the Michigan Property. In the event the Village desires a survey of the Michigan Property, the Village may do so at its sole cost and expense. Said conveyance shall be an "As Is" ", "Where Is" conveyance with all faults and with no representations or warranties provided by the District.

Notwithstanding anything contained herein to the contrary, the District shall retain the right to occupy the Michigan Property through delayed possession until such time that the District fully occupies the Future Property ("Michigan Property Possession Date"), but under no circumstances shall the delayed possession continue after May 31, 2027. During the period the District occupies the Michigan Property after the conveyance to the Village, the District shall deliver to the Village a certificate evidencing the District has procured and paid for a commercial general liability insurance policy with contractual liability coverage insuring the indemnity obligations of the District contained herein, insuring against liability for bodily injury, including death, and property damage occurring on or arising out of acts, omissions or circumstances existing on the Michigan Property, with single limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for any one person injured or property damage per occurrence and umbrella coverage of \$5,000,000.00 per occurrence, naming the Village, its nominee and assigns, as an additional insured with full coverage, together with a receipt showing the premium on this insurance policy to be paid in full for a period not less than the Michigan Property Possession Date.

The minimum insurance coverage specified in this Section 4 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Village acknowledges and agrees that Park District's membership in the Park District Risk Management Agency ("PDRMA") and its naming of Village as an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements of this Section 4.

The District shall not use or allow the Michigan Property to be used for any purpose other than for the operation of District business heretofore conducted on the Michigan Property. The District shall not use the Michigan Property for any illegal or unauthorized purpose and may not engage in or allow any use of the Michigan Property involving the use, storage, treatment, disposal or handling of regulated, hazardous or toxic materials, wastes or substances (except as may be necessary for the use or operation of vehicles or equipment stored or used on the Michigan Property in connection with the Park District's ordinary park and recreational purposes or activities).

The District shall at all the times during its period of delayed possession occupation, maintain, and thereafter turnover to the Village, the Michigan Property in a broom clean, safe and secure condition so as to minimize the risk of accident or injury thereon. All utility charges (electricity, gas, telephone, water, sewer and trash disposal) shall continue to be the responsibility of the District until the District vacates possession of the Michigan Property and delivers exclusive physical possession of the Michigan Property to the Village free and clear of tenants or other occupants in accordance with the foregoing. The District agrees to and shall defend, indemnify and hold the Village harmless from and against any and all damages, losses, claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by the Village arising out of or in connection with the District's continued occupation of the Michigan Property after conveyance, including, without limitation: (A) claims for bodily injury, death and property

damage to any agent, employee or contractor of the District or to any third parties, arising out of or in connection with the District 's possession, use or occupancy of the Michigan Property; and (B) any mechanic's claim for lien, or other charge attaching to the Michigan Property arising from the District's possession, use and occupancy of the Michigan Property, except to the extent cause in whole in part by the negligent or intentional acts or omissions of the Village or anyone for whom the Village is legally responsible.

Further, the District shall convey the Park District CSF Property to the Village upon full occupancy of the Future Property but under no circumstances shall the conveyance occur after May 31, 2027. Conveyance of the Park District CSF Property to the Village shall be by Quit Claim Deed executed by the District, subject to any and all covenants, conditions, restrictions, exceptions, obligations and any matters that may be disclosed by a survey of the Park District CSF Property. Any and all costs, fees, recording costs and expenses related to the conveyance of the Park District CSF Property shall be paid by the Village. In the event the Village desires title insurance insuring the conveyance of the Park District CSF Property, it shall be the Village's sole responsibility and obligation, at the Village's sole cost and expense, to obtain any title commitment and title policy. The acquisition of title insurance shall not delay the conveyance of the Park District CSF Property. In the event the Village desires a survey of the Park District CSF Property, the Village may do so at its sole cost and expense. Said conveyance shall be an "As Is", "Where Is" conveyance with all faults and with no representations or warranties provided by the District. Exclusive physical possession of the Park District CSF Property shall be delivered to the Village upon the closing of the conveyance of the Park District CSF Property, subject to the following Paragraph.

In the event the District requires a delayed possession of the Park District CSF Property beyond May 31, 2027, the terms and conditions of said delayed possession, including any monetary considerations, shall be determined by mutual agreement

between the Village and the District.

5. **Financial Considerations.**

The District is obligated to pay the Village \$200,000 pursuant to the terms of an Intergovernmental Agreement Between the Village of Palatine and Palatine Park District Regarding Build-Out of Park District Facilities dated November 25, 2014, attached hereto as Exhibit 5, for improvements made by the Village to the Community Center. Upon the conveyance of the Park District CSF Property to the Village, said \$200,000 obligation of the District shall be forgiven by the Village and a mutually agreeable waiver and release ("Release") shall be executed by the Village and the District which shall include, but not be limited to the District's obligations to participate in 28% of the maintenance expenses of the property located at 148 West Illinois Avenue which shall be waived other than ongoing utility related expenses to include, but not limited to: electricity, natural gas, water, sewer, cable television, cleaning services, cleaning supplies, copy/facsimile charges, pest control, sprinkler/fire alarm inspections, and any reoccurring consumables to support their operation. Additionally, the District shall maintain insurance on the Park District CSF Property naming the District as an additional insured until such time the District has fully vacated said property. The terms of the insurance required by this Paragraph 5 shall be similar to the required insurance coverage amounts and terms to be obtained and maintained by the District as contained in Paragraph 4 hereinabove, including the understanding that the Park District's membership in PDRMA satisfies its insurance obligations hereunder. The Release shall be subject to the terms and conditions of Paragraph 6, hereunder.

Additionally, the Village agrees to financially contribute to the District two million dollars (\$2,000,000) for the conveyance of the Park District CSF Property and Michigan Property. The District shall provide the Village with a minimum of forty-five (45) days

written notice of the required payment of \$2,000,000. Said payment shall be made as part of the real estate closing on the Future Property. The payment and funding of the \$2,000,000 payment shall be in a manner set forth and approved by the attorney for the Village with the concurrence of the attorney for the District. Any and all federal, state and/or local taxes required to be paid on said payment of \$2,000,000 shall be timely paid by the District to the applicable governing taxing authority.

Further, the Village agrees to financially contribute to the District three million dollars (\$3,000,000) for qualifying expenses incurred on the CLU Property pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended. . The timing of the three million dollar (\$3,000,000) contribution to the District for qualifying expenses shall be determined by the attorney for the Village with the concurrence of the attorney for the District, in accordance with the TIF Act. The Village's contributions as set forth herein shall not constitute a general obligation of the Village and shall be made solely from TIF funds actually available to the Village. The District shall have the right, but not the obligation to request the Village contribute an additional one million, two hundred and fifty thousand dollars (\$1,250,000) for the acquisition of the Future Property. The additional payment shall be requested, in writing, at the same time the 45-day notice is provided as described in this section. Should the District request the additional \$1,250,000 and the Village pays the additional \$1,250,000, the District shall then reimburse the Village the \$1,250,000 within ten (10) days after the Park District receives either a temporary or permanent certificate of occupancy for the CLU property. In no circumstances, whether or not the District obtains a temporary or permanent certificate of occupancy for the CLU property, shall the reimbursement by the District to the Village for the additional \$1,250,000 take place after May 31, 2027. There shall be no interest or other expenses incurred by the District for this additional request.

6. **Failure to Perform.**

In the event the District fails to convey to the Village and vacate the Park District CSF Property pursuant to the requirements of Section 5, the Release set forth in Paragraph 5 hereinabove shall be immediately null and void and of no further force or effect without any requirement of notice, the District shall immediately reimburse the Village for all monies received for the CLU Property; pay the Village one million five hundred thousand dollars (\$1,500,000) for the CLU property acquisition; reimburse the Village for all monies paid by the Village to the District in conjunction with the acquisition of the Future Property; immediately be responsible for the \$200,000 obligation related to the Community Center; and reimburse the Village for the District 28% share of ongoing expenses at the property located at 148 W. Illinois Avenue since the date of this Agreement.

7. **Force Majeure.** In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, not to exceed forty five (45) days and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of either party to deliver on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of

strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Except for any payments required in Paragraph 6, hereinabove, the Force Majeure provision shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.

8. **Non-Assignability.** No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other party.

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

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

Village Manager
Village of Palatine
200 East Wood Street
Palatine, Illinois 60067

Executive Director
Palatine Park District
250 E. Wood Street
Palatine, Illinois 60067

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

and communications shall be deemed to be given or delivered on the date of delivery, if in person or on the next business day after being deposited with a national overnight courier service, or two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, if by United States mail. Notice, which is reasonable in view of the circumstances, shall be given in cases of emergency.

11. **Effective Date and Term.** This Agreement shall become effective at such time as the corporate authorities of the respective parties have authorized their appropriate officials to execute the Agreement and shall continue in force and effect until such time that all property conveyances and related obligations have been completed and all financial obligations have been completed. The Village Manager of the Village and the Executive Director of the Park District shall be the individuals responsible for reasonably determining that all obligations have been fulfilled. The Village Manager and Executive Director shall jointly communicate to the Village and District the satisfaction of all obligations and the date of termination of the Agreement.

12. **Default, Cure and Remedies.**

(a) Except for exigent circumstances representing a material threat to public health or safety ("Exigencies"), whenever a party has failed to perform in accordance with the requirements of any provision of this Agreement, the aggrieved party shall provide specific written notice of such failure to the non-performing party detailing the non-performance and allowing the non-performing party no less than thirty (30) days after the date of such notice to cure the non-performance. For Exigencies. If a cure is not effected within such thirty (30) day period , the non-performing party shall be in default and the aggrieved party may pursue any remedy available to it at law or in equity, without waiver of any other rights or remedies that may be available to it. For Exigencies, however, a default shall not be a basis for termination of this Agreement if the non-performing party has taken any necessary corrective action or has fully reimbursed the aggrieved party within thirty (30) days of being notified in writing of the necessary corrective action or costs

incurred as a result of the default.

(b) Village and District shall each have the right to compel each other's specific performance of this Agreement.

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

13. **Jurisdiction; Venue.** By execution of this Agreement, the parties' consent to the exclusive jurisdiction and venue of the Circuit Court of Cook County with respect to any legal action, proceeding, or controversy between them.

14. **Severability; Conflicts.** Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

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

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

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

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control.

(e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

(f) The indemnifications contained herein shall survive the expiration or early termination of this Agreement. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

18. **Pending Lawsuits.** There are no lawsuits pending or, to the best knowledge, threatened, that would materially and adversely affect the ability of either Village or the District to proceed with the fulfillment of the terms of this Agreement.

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

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

VILLAGE OF PALATINE

PALATINE PARK DISTRICT

By: _____
Mayor

By: _____
President

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary

LIST OF EXHIBITS

EXHIBIT

DESCRIPTION OF EXHIBIT

Exhibit 1	CLU Property
Exhibit 2	Future Property
Exhibit 3	Michigan Property
Exhibit 4	Park District CSF Property
Exhibit 5	IGA for Build-Out of Park District Facilities

EXHIBIT 1

CLU PROPERTY

PIN:

02-15-412-001-0000

02-15-412-002-0000

02-15-412-004-0000

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SMITH STREET AND A POINT 7 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S FORMERLY THE CHICAGO ST. PAUL AND FOND DU LAC RAILROAD COMPANY'S DRACT (AS ORIGINALLY LOCATED AND ESTABLISHED, SAID CENTER LINE COMMENCES AT A POINT ON THE SOUTH BOUNDARY OF THE SOTHWEST QUARTER OF SECTION 14 IN SAID TOWNSHIP AND RANGE 1653 FEET EAST FROM THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AND RUNS THENCE NORTH 57 DEGREES, 54 MINUTES WEST 1931 FEET, MORE OR LESS TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15 WHICH IS 990 FEET NORTH OF THE SOUTHWEST CORNER OF SAID HALF QUARTER SECTION), THENCE SOUTH ALONG THE EAST LINE OF SAID SMITH STREET, A DISTANCE OF 40 FEET, MORE OR LESS TO A POINT 106 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID TRACK, THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID TRACK, A DISTANCE OF 690 FEET, MORE OR LESS TO THE WEST LINE OF BROCKWAY STREET, THENCE NORTH ALONG THE WEST LINE OF BROCKWAY STREET, A DISTANCE OF 45 FEET MORE OR LESS, TO A POINT 67 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID TRACK, THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISANCE OF 680 FEET MORE OR LESS TO THE PLACE OF BEGINNING:

WHICH LIES WESTERLY OF AN EXTENSION OF THE EASTERLY LINE OF THE EASTERLY CURB OF GREELEY STREET FROM ITS NORTHERLY END TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY (FORMERLY CHICAGO, ST. PAUL AND FOND DU LAC RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

BLOCK 7 IN JOEL WOOD'S ADDITION TO PALATINE, 5 1/15 ACRES IN THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCILPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1865 AS DOCUMENT NUMBER 99688, BOOK 163, OF MAPS, PAGE 51, AND RECORDED NOVEMBER 22, 1937 AS DOCUMENT NUMBER 12085454, IN COOK COUNTY, ILLINOIS.

EXHIBIT 2

FUTURE PROPERTY

PIN:

02-23-313-039-0000

02-23-313-040-0000

LOT 10 OF THE KLEFSTAD'S PALATINE INDUSTRIAL PARK SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1965 AS DOCUMENT NUMBER 19478927 IN COOK COUNTY, ILLINOIS.

EXHIBIT 3

MICHIGAN PROPERTY

PIN:

02-22-407-001-0000

LOT 2 IN BLOCK 4 OF ARTHUR T. MCINTOSH & CO'S PALATINE ESTATE UNIT 1, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 2, 1926 AS DOCUMENT NO. 9238053

ALSO, ALL THAT PART OF THE SOUTH HALF OF VACATED GILBERT STREET NORTH OF AND ADJACENT TO THE ABOVE-DESCRIBED PROPERTY PURSUANT TO THE PLAT OF DEDICATION RECORDED AS DOCUMENT 21038634 IN COOK COUNTY, ILLINOIS.

EXHIBIT 4

PARK DISTRICT CSF PROPERTY

PIN:

02-22-409-003-0000

02-22-409-004-0000

02-22-409-005-0000

LOTS 1-4 IN BLOCK 5 OF ARTHUR T. MCINTOSH & CO'S PALATINE ESTATE UNIT 1, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 2, 1926 AS DOCUMENT NO. 9238053

EXHIBIT 5

IGA FOR BUILD-OUT OF PARK DISTRICT FACILITIES

Exhibit 5

INTERGOVERNMENTAL AGREEMENT BETWEEN VILLAGE OF PALATINE AND PALATINE PARK DISTRICT REGARDING BUILD-OUT OF PARK DISTRICT FACILITIES

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this 25 day of November, 2014 ("Effective Date"), by and between the **VILLAGE OF PALATINE**, an Illinois municipal corporation located in Cook County ("Palatine") and the **PALATINE PARK DISTRICT**, an Illinois unit of local government located in Cook County ("Park District"). Palatine and the Park District are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Palatine and the Park District wish to engage jointly in a plan to rehabilitate and build out the Park District offices and facility located on Wood Street in Palatine (the "Project"); and

WHEREAS, 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 provided in the 1970 Illinois Constitution (Article VII, Sec. 6) and the Park District is an Illinois park district operating pursuant to the Illinois Park District Code (70 ILCS 1205/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution (Article VII, Sec. 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorize intergovernmental cooperation; and

WHEREAS, in conjunction with the rehabilitation of the Palatine Village Hall, it is in the parties' best interest to work together to jointly plan and build out the Palatine Village Hall and the Park District facilities to be located within the Palatine Village Hall.

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

1. As part of the renovation and build-out of Palatine Village Hall, Palatine agrees to build out for the exclusive use of the Park District, within the confines of the Village Hall, approximately 2,500 square feet of office/meeting space adjacent to the Park District facility (as depicted on the attached Exhibit A) (the "Park District Space"). The Park District shall be responsible for all furnishings in the Park District and staffing of said space. Maintenance and utilities for the Park District space shall be as specified in the Lease Agreement referenced immediately below. The Park District has separately contracted with Camosy Construction to separate and upgrade certain utilities that will service the current Park District facility but there will not be separate utility metering for the Park District Space. The Park District Space shall be occupied by the Park District as provided in a separate the Lease Agreement attached hereto as Exhibit B.

2. Palatine will provide the Park District with 5,000 square feet of storage space in the basement of the renovated Palatine Village Hall, at a location to be mutually agreed to by the Parties (the "Storage Space"). In the event the Park District requires a revision to the Plans and Specifications in order to enable direct access to the Storage Space from the adjoining Park District building, the Park District shall be responsible for any and all costs incurred in establishing such means of access. It is expressly agreed that the Storage Space will be unfinished with fresh air circulation. The Storage Space will not be heated or cooled and the installation of any heating or cooling equipment for the Storage Space that the Park District may require shall be the responsibility of the Park District. The Park District shall have the right to build out the basement for uses beyond storage facilities, including but not limited to recreational uses, at its expense pursuant to plans and specifications reviewed and approved by the Village, said review and approval not to be unreasonably withheld or delayed.

3. Palatine agrees to perform façade renovations/modifications to that portion of the Palatine Village Hall to be occupied by the Park District. The Parties agree that the cost of the Park District's share of said façade renovations/modifications is estimated to be One Million Forty Thousand Dollars (\$1,040,000), and that the actual cost shall be determined by bid award to the lowest responsible bidder. The Park District agrees to reimburse Palatine for the actual expenses incurred in performing the façade renovations/modifications to the Park District portion of the building, including that portion of the architectural fee applicable to the façade work; provided that the Park District's share of the architectural fees applicable to the façade work shall not exceed 6.9% of the actual cost of the Park District's share of the façade renovations/modifications. The Park District shall repay its share of the cost of the façade work (including its share of the architectural fee) as follows: (i) the Park District's share of the façade work shall be considered principal to be repaid to Palatine over a ten (10) year period commencing on the earlier of (i) the date that Palatine issues bank qualified, tax exempt general obligation bonds (the "Bonds") to finance the Project and (ii) completion of the Project. The Park District shall pay simple interest at a rate equal to the interest rate obtained by Palatine on the Bonds. In the event Palatine does not issue the Bonds, the Village Manager and the Executive Director of the Park District shall select an appropriate interest rate based on current bond-market rates for communities with bond ratings similar to that of Palatine. The Park District shall make one annual payment of principal and interest on June 30 of each year. The Park District shall have the right to prepay the principal without additional interest or penalty. Any interest paid but not earned shall be refunded to the Park District. The Village shall be solely responsible for all other design and construction costs associated with the façade renovation/modification work.

4. In consideration of the covenants, promises and undertakings of Palatine as set forth above, the Park District agrees to convey to Palatine an approximately 40,000 square-foot parcel (the "Park District Parcel") from the real property located at the southeast corner of Mozart and Colfax Streets in Palatine if Palatine notifies the Park District of its desire to acquire it as described below. The approximate location and potential configurations of the Park District Parcel are generally depicted on Exhibit C but are subject to adjustment upon the mutual agreement of the Parties as may be necessary for the location of a fire station with required parking and detention. Palatine's right to acquire the Park District Parcel is optional and Palatine shall have up to ten (10) years from the Effective Date to exercise the foregoing right to acquire the property. In the event Palatine does not acquire the property within ten (10) years, the Park

District shall pay Palatine the sum of the actual cost of the build out of the Park District Space as determined by the bid of the lowest responsible bidder accepted by Palatine, which is estimated to be \$200,000. Upon execution of this Agreement, the parties shall execute and cause to be recorded against the Park District Parcel a Memorandum of Contract in the form attached hereto as Exhibit D memorializing the rights of Palatine with respect to the Park District Parcel as set forth in this Paragraph 4. Palatine acknowledges that the Park District Parcel is being sold "AS IS-WHERE IS" and that the Park District does not, has not, and will not make any warranties, covenants, or representations regarding or concerning the Park District Parcel's physical condition, environmental condition, status of title, or the presence or effect of any easements, liens, covenants, conditions or restrictions of record, or any other encumbrances, recorded or unrecorded, now or in the future, on the Park District Parcel.

5. Palatine shall cause the build-out to be completed substantially in accordance with final plans and specifications prepared by Wold Architects dated 1/9/15 and identified as Job No. B14-2672 (the "Plans and Specifications"), which Plans and Specifications have been approved by the Park District as to the area to be built out for, and occupied by, the Park District. The Park District shall have the right to review and approve any revisions to the Plans and Specifications or Change Orders that in any manner affect the area to be built out for and occupied by, the Park District, prior to the revisions or Change Order becomes effective. The Park District's approval of revisions to Plans and Specifications or Change Orders shall not be unreasonably withheld. Palatine shall incur the cost of the Change Order unless the Change Order is requested by the Park District or the Change Order is made necessary by some requirement of the Park District not included in the Plans and Specifications.

6. Non-Assignability. No party shall assign or transfer this Agreement or any rights or interests herein with the written consent of the other party.

7. Notices. All notices or communications provided herein shall be in writing and shall be delivered to Palatine or Park District either in person or by U.S. Mail, via registered mail, return receipt requested, the postage prepaid, addressed to the parties as follows:

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

With a copy to: Patrick T. Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison Street
Suite 5300
Chicago, Illinois 60602

If to the Park District: Executive Director
Palatine Park District
250 East Wood Street
Palatine, IL 60067

With a copy to:

Steven B. Adams
Tressler, LLP
233 S. Wacker Drive
Suite 2200
Chicago, Illinois 60606

Until and unless other addresses are specified by notice given in accordance herewith, notices and communications shall be deemed to be given or delivered on the date of delivery, if in person or on the next business day after being deposited with a national overnight courier service or two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, if by U.S. Mail. Notice, which is reasonable in view of the circumstances, shall be given in case of an emergency.

8. Construction Activity and Details.

(a) Palatine shall give the Park District thirty (30) days advance written notice prior to commencing the build out of the additional space for the Park District's use, and (if necessary) prior to accessing the Park District's current office facilities for any construction-related activity. Palatine shall cooperate with the Park District to ensure that no interruption of the Park District's activities shall occur. The Park District shall not be required to vacate the premises it currently occupies in the Building during construction of the Project. Palatine shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) the public, including the Park District's invitees, licensees, and any individuals providing labor, materials or professional services for the Project; and (ii) any other property belonging to the Park District at the Village Hall or adjacent thereto.

(b) Palatine shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(c) Palatine shall erect and maintain, as required by existing conditions and applicable law, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of the Village Hall and adjacent sites and utilities. Palatine shall at its sole cost and expense install and maintain in good and safe repair and condition, fencing separating areas under construction from the remainder of the Premises.

(d) No hazardous materials or equipment or unusual methods of any kind, nature or description shall be used by Palatine at the Village Hall at any time except in connection with the construction of the Project and in compliance with all laws regarding the handling, use, storage and disposal of same; provided that in the event hazardous materials or equipment, or unusual methods are used in connection with construction of the Project the Park District shall no liability therefor, and Palatine shall secure appropriate indemnification and insurance from the Contractor to the Park District from any and all claims, losses, damages, injuries resulting from the use of such materials, equipment or methods.

(e) Palatine shall promptly remedy damage and loss to property when caused in whole or in part by Palatine, a contractor, subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Palatine is responsible under this Agreement, except damage or loss to the extent attributable to the willful and wanton acts or omissions or gross negligence of the Park District and not attributable to the fault or negligence of Palatine. The foregoing obligations of Palatine are in addition to, and not a limitation on, Palatine's obligations under the terms of this Agreement.

(f) Palatine shall not permit any part of the Project to be constructed so as to cause damage or create an unsafe condition. The General Contractor or Construction Manager engaged by Palatine in connection with the Project and the Community Service Director of Palatine shall be responsible for job safety and general safety of the public in connection with the Project.

(g) Palatine hereby indemnifies and holds harmless Park District, its commissioners, officers, agents, employees and volunteers (the "Park District Indemnitees"), from and against

- a) any and all mechanics' or materialmen's liens, or claims therefor, including reasonable attorneys' fees and paralegals' fees and costs and court costs ("Legal Expenses") for defense thereof, arising out of or in connection with work of any character performed or claimed to have been performed on the Project at the direction or sufferance of the Palatine; and
- b) any and all injuries, claims, losses, damages, liabilities or causes of action, including reasonable attorneys' and paralegals' fees and court costs, suffered, paid or incurred by any of the Park District indemnitees and arising from or related to the construction of the Project, including but not limited to injury to or death of any person or injury to or destruction of any property to the extent of any negligent or willful and wrongful act or omission of Palatine, or Palatine's employees, contractors or agents on, in the vicinity of, or affecting the Village Hall property, or arising out of Palatine's breach of this Agreement. The indemnification contained in this paragraph shall bind Palatine and its successors and survive for the longer of: (i) one (1) year following issuance of a Certificate of Occupancy for the Village Hall upon completion of the Project; (ii) the period of time Palatine's contractors are required to indemnify Palatine.

The indemnifications contained in this paragraph (g) shall bind Palatine and its successors and survive termination of this Agreement.

- h) This Agreement is entered into solely for the benefit of Palatine and the Park District, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement. Palatine shall cause its General Contractor or Construction Manager for the Project to maintain the insurance coverages set forth on Exhibit E.

9. Effective Date and Term. This Agreement shall become effective at such time as the corporate authorities of Palatine and the Park District have authorized its respective authorized parties to execute this Agreement and shall continue in force and effect for a period of twenty (20) years from the date of execution.

10. Default, Cure and Remedies.

(a) Default. In the event either party defaults hereunder and fails to cure said default within 30 days following written notice by the non-breaching party (provided that if the nature of the breach is such that it cannot be cured within said thirty (30) day period the defaulting party shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances but in no event more than sixty (60) days thereafter), the non-breaching party may terminate this Agreement and may assert and seek any and all remedies at law or in equity, including the right to specific performance; provided, however, that a party's exercise of one or more remedies shall not preclude it from the alternate subsequent exercise of another remedy.

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

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

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

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

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

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

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) Headings of paragraphs herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibits and terms of this Agreement, the exhibit shall control

(e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

(f) Pending Lawsuits/Threats. There are no lawsuits pending or, to the best of either Palatine's or the Park District's knowledge, threatened, or any existing agreements that would materially and adversely affect the ability of either Palatine or the Park District to proceed with the fulfillment of the terms of this Agreement.

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

(h) Warranties. With respect to the work or materials or both performed or supplied by Palatine or its agents, contractors, subcontractors, and suppliers, affecting the Park District portion of the property, Palatine shall:

(i) Require all such warranties to be assignable in whole or in part to the Park District; and

(ii) Immediately upon acceptance of the work and receipt of the warranties, assign all warranties to the Park District to the extent attributable to the Park District improvements.

(iii) In the event such warranties cannot be assigned or cannot be allocated between work performed for the benefit of Palatine and work performed for the benefit of the Park District, utilize commercially reasonable best efforts to assert its rights under warranties running in favor of Palatine, including the pursuit of claims under the dispute resolution terms of the applicable construction contract(s) for the benefit of the Park District, upon the request of the Park District.

16. Utilities. Omitted

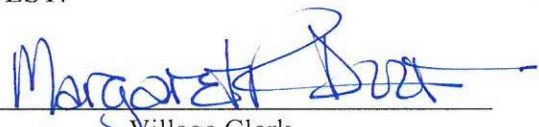
17. Indemnification. The Park District indemnifies and holds Palatine, its elected officials, employees, agents and insurers harmless for any damage, loss or claim to the extent arising from the Park District's material breach of this Agreement. This indemnification shall not be construed to, nor shall it, waive any defenses or immunities that Palatine or the Park District may assert.

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

VILLAGE OF PALATINE, an Illinois municipal corporation

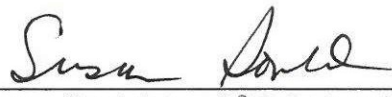
By: 
Its: Mayor

ATTEST:

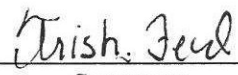
By: 
Village Clerk

[SEAL]

PALATINE PARK DISTRICT

By: 
Its: PARK BOARD PRESIDENT

ATTEST:

By: 
Secretary

[SEAL]

EXHIBIT A

VILLAGE HALL SITE PLAN

- ELECTRICAL SYMBOL KEY
- ⊕ DUPLEX RECEPTACLE (HIGH AND/OR LOW)
 - ⊕ DUPLEX RECEPTACLE
 - ⊕ DUPLEX GFCI
 - ⊕ QUAD RECEPTACLE
 - ⊕ FLOOR BOX
 - ⊕ SINGLE LIGHT SWITCH
 - ⊕ DOUBLE LIGHT SWITCH
 - ⊕ TRIPLE LIGHT SWITCH
 - ⊕ MOTION DETECTOR LIGHT SWITCH
 - ⊕ LOCKDOWN PUSH BUTTON
 - ⊕ WALL OR CEILING PROJECTOR
 - ⊕ WALL OR CEILING SPEAKER
 - ⊕ MICROPHONE & AUXILIARY CONNECTOR
 - ⊕ TV OUTLET (HIGH AND/OR LOW)
 - ⊕ WALL PHONE
 - ⊕ DATA OUTLET
 - ⊕ WIRELESS DATA ACCESS POINT
 - ⊕ CLOCK
 - ⊕ HANDICAP ACTUATOR
 - ⊕ SECURITY - CARD READER
 - ⊕ SECURITY CAMERA

ROOM FINISHES

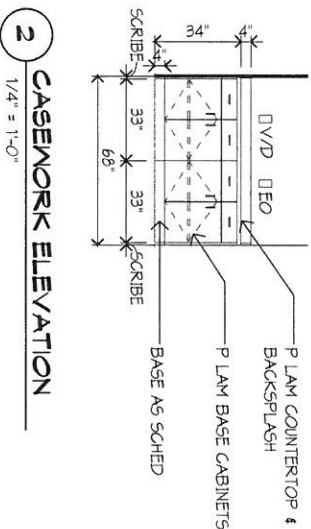
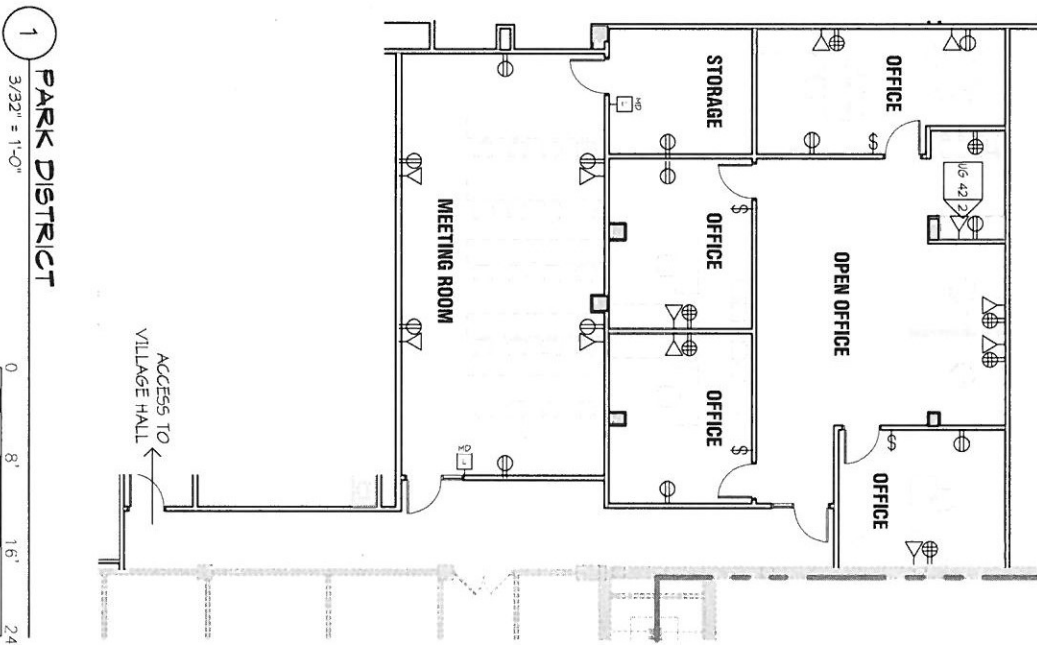
CEILING: 2X2 ACI

WALL: PTD GYP BD

FLOOR: CARPET TILE

DOOR: WOOD

10/29/2014 3:53 AM
C:\Users\palatincad\Documents\133011_Village Hall Renovation\133011_Village Hall Renovation.dwg
User: palatincad, Plot: 133011_Village Hall Renovation.dwg, Date: 10/29/2014



NOTES:

- LIGHTING
- Type: T8 Fluorescent light fixtures typical.
- SECURITY
- Card reader at Village Hall lobby

EXHIBIT B

LEASE

**LEASE SYNOPSIS
LEASE AGREEMENT BETWEEN
VILLAGE OF PALATINE ("LANDLORD") AND
PALATINE PARK DISTRICT ("TENANT")**

**250 EAST WOOD STREET
PALATINE, ILLINOIS**

DATE: November 25, 2014

LANDLORD: **VILLAGE OF PALATINE**

ADDRESS OF LANDLORD: 200 EAST WOOD STREET, PALATINE, ILLINOIS 60067

TENANT: **PALATINE PARK DISTRICT**

ADDRESS OF TENANT: 250 EAST WOOD STREET, PALATINE, ILLINOIS 60067

LEASE TERM: TWENTY (20) YEARS, SUBJECT TO EXTENSION TO NINETY-NINE (99) YEARS

ANNUAL MINIMUM RENT: ONE DOLLAR (\$1.00)

FLOOR AREA: APPROXIMATELY TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET (OFFICE SPACE)

APPROXIMATELY FIVE THOUSAND (5,000) SQUARE FEET (BASEMENT STORAGE SPACE)

DEMISED PREMISES: AS SHOWN ON EXHIBIT "A"

PERMITTED USES: GENERAL OFFICE AND MEETING SPACE (OFFICE SPACE)
STORAGE (BASEMENT STORAGE SPACE)

WHEREVER THE TERMS AND CONDITIONS OF THIS LEASE SYNOPSIS AND THE TERMS AND CONDITIONS OF THE LEASE TO WHICH THIS LEASE SYNOPSIS IS ATTACHED CONFLICT, THE TERMS AND CONDITIONS OF THE LEASE SHALL CONTROL.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into November 25, 2014, by and between **VILLAGE OF PALATINE**, an Illinois municipal corporation (hereinafter referred to as "**Landlord**") and **PALATINE PARK DISTRICT** (hereinafter referred to as "**Tenant**") and is executed pursuant to that certain Intergovernmental Agreement of even date herewith by and between Landlord and Tenant (the "**IGA**"). Landlord and Tenant are sometimes individually referred to as a "Party" and collectively as "Parties."

WITNESSETH:

For and in consideration of the rentals hereinafter reserved and of the mutual covenants and agreements hereinafter set forth, the Parties do hereby mutually agree as follows:

ARTICLE I GRANT AND TERM

SECTION 1.01. DEMISED PREMISES. Pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1 (2014)) and Section 8-16 of the Illinois Park Code (70 ILCS 1205/8-16 (2014)), Landlord hereby leases to Tenant for the Term (as defined below) and upon the covenants hereinafter set forth, approximately two thousand five hundred (2,500) square feet of office space (the "**Office Space**") and approximately five thousand (5,000) square feet of storage space (the "**Basement Storage Space**") in the building located at 250 East Wood Street, Palatine, Illinois, and commonly known as Palatine Village Hall (hereinafter the "**Building**"). The Office Space and Basement Storage Space shall hereinafter be referred to as the "**Demised Premises**". The Demised Premises are outlined on the site plan of the Building attached hereto and made a part hereof as Exhibit "A".

SECTION 1.02. TERM. The term of this Lease (the "Term") shall be for a period of twenty (20) years, subject to Tenant's right to extend the Term for three (3) additional periods of ten (10) years each upon written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the Term (as same may be extended pursuant hereto); provided, however, that in the event Landlord acquires the "Park District Parcel" (as defined in the IGA), the Term, upon the recording of a deed from Tenant to Landlord conveying the Park District Parcel, shall be automatically extended to ninety-nine (99) years. The Commencement Date shall be the date upon which Tenant has been given possession of the Demised Premises with Landlord's Work substantially completed. The Term shall expire at midnight on the same month and day following the expiration thereof, unless sooner terminated in accordance with the provisions hereof (the "**Expiration Date**"). For all purposes of this Lease, a "**Lease Year**" shall be defined as the twelve (12) consecutive calendar months commencing on the first day of the month following the Commencement Date (unless the Commencement Date is the first day of the month in which case the Lease Year shall commence on said date). Each subsequent Lease Year shall be for the twelve (12) consecutive calendar months immediately following the expiration of the prior Lease Year. In the event Landlord elects to demolish the Building prior to expiration of the Term, Landlord shall be required either to (a) convey to Tenant so much of the real property formerly improved with the Building (or any other real property owned by Landlord reasonably acceptable to Tenant) suitable for construction of a building with substantially the same area as the Demised Premises or (b) lease to Tenant, for the balance of the Term, space with substantially the same area as the Demised Premises located within any other building owned by Landlord and reasonably acceptable to Tenant.

ARTICLE II RENT AND DEPOSIT

SECTION 2.01. MINIMUM RENT. Tenant covenants and agrees to pay Minimum Rent to Landlord, in advance, in the amount of **One Dollar (\$1.00)**. Tenant's first installment of Minimum Rent shall be due and payable on the Commencement Date.

SECTION 2.02. PAYMENTS BY TENANT. Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the Rent, which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable hereunder. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder.

ARTICLE III PREPARATION OF DEMISED PREMISES

SECTION 3.01. SITE PLAN. Exhibit "A" sets forth the general layout of the Demised Premises. Landlord may change or alter any aspect of the Building (other than the Demised Premises) and may lease any portions of the Building (other than the Demised Premises) without the consent of or notice to Tenant, provided that the relative location and actual size of the Demised Premises remain substantially unchanged.

SECTION 3.02. LANDLORD'S WORK. Landlord, at its expense, shall improve the Demised Premises substantially in accordance with the outline specifications attached hereto and made a part hereof as Exhibit "B" (hereinafter referred to as "**Landlord's Work**"). Tenant shall not be responsible for the performance of the Landlord's Work and shall have no duty to pay any sums due to Landlord's contractor(s) or other third parties under the control of Landlord, Landlord's contractor, or any lower tiered contractor or supplier or other third party. Any other work done by Landlord at Tenant's request shall be paid by Tenant within thirty (30) days after receipt by Tenant of a bill for such work and shall constitute Additional Rent if not timely paid.

SECTION 3.03. DELIVERY OF POSSESSION DATE. Landlord shall give Tenant at least ten (10) days prior written notice of the projected date on which Landlord's Work will be substantially completed and the Demised Premises will be available to Tenant. Tenant agrees to take possession of the Demised Premises on the date Landlord tenders possession of the Demised Premises to Tenant with Landlord's Work substantially completed.

SECTION 3.04. TENANT'S WORK. Other than work done pursuant to Section 3.02 and 6.02, all work is to be performed by Tenant at its expense (hereinafter referred to as "**Tenant's Work**") in accordance with the provisions of Section 3.06 hereof. Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for **four and 66/100ths percent (4.66%)** ("**Tenant's Proportionate Share**") of all utilities used or consumed in the Building on and after the Delivery of Possession Date. Landlord will not provide any janitorial service to the Demised Premises.

SECTION 3.05. SUBSEQUENT ALTERATIONS BY TENANT.

(a) Tenant may not make any subsequent changes, modifications or alterations to the Demised Premises, including but not limited to demolition, erecting partitions, making alterations or additions, or boring or screwing into ceilings, walls or floors, whether or not the same may be required under this Lease, without the prior written consent of Landlord in each instance. Any alterations shall be performed in a first-class and workmanlike manner and in accordance with all applicable legal and insurance requirements and the terms and provisions of this Lease.

(b) Prior to the commencement of any Tenant's Work, Tenant shall (i) obtain public liability and worker's compensation insurance to cover every contractor to be employed by Tenant which shall name Landlord as an additional insured, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval and (ii) furnish Landlord with all necessary permits, licenses, approvals, certificates and authorizations for prosecution and completion of Tenant's Work.

(c) No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Demised Premises, or any part thereof, and no representation respecting the condition of the Demised Premises or the Building has been made to Tenant by Landlord, except as specifically set forth in this Lease. Tenant hereby expressly acknowledges that, except as set forth herein, Landlord has made no representations or warranties, express or implied, as to the design or adequacy of the Demised Premises for the use set forth in Section 4.01, and any such representation or warranty, statutory or otherwise, is hereby waived by Tenant. Landlord is not aware of any dangerous or environmental condition affecting the Park District Space.

SECTION 3.06. LIEN CLAIMS. Tenant shall not permit any lien or claim for lien for any mechanic, laborer or supplier or any other lien to be filed against the Building, the Demised Premises, or any part thereof arising out of Tenant's Work or any other work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. In the event that any such lien or claim is filed against the Demised Premises or Building or any portion thereof as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond over the same within ten (10) days after notice of the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord after ten (10) days written notice to Tenant may bond over or pay the same without inquiring into the validity or merits of such lien. Said lien and all sums so advanced by Landlord, including Landlord's expenses and attorneys' fees, shall be paid by Tenant as Additional Rent upon demand by Landlord.

ARTICLE IV CONDUCT OF BUSINESS

SECTION 4.01. USE. Tenant shall use and occupy the Demised Premises for the following purposes only, and for no other purposes: Office Space - general office and meeting space; Basement Storage Space - storage. Tenant's use of the Basement Storage Space for any other use shall be subject to Landlord's written consent as to the nature of the use and its impact on the Building and other occupants thereof; Tenant building out and providing heating, cooling and utility service to the Basement Storage Space in compliance with all laws in order to accommodate any such use, and Tenant indemnifying Landlord from and against any and all form and manner of loss arising from such other use, in form and substance reasonably satisfactory to Landlord.

SECTION 4.02. UTILITIES. Tenant, at its expense, shall arrange for and pay all costs for all utilities and services provided or used in or at the Demised Premises, commencing with the Delivery of Possession Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies, the cost of any installation of any and all utility services not included in Landlord's Work. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from all costs and charges for utilities consumed on or by the Demised Premises.

SECTION 4.03. TENANT'S WARRANTIES AND OBLIGATIONS. Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the Term hereof it shall: (i) not use any space outside the Demised Premises for display, sale, storage, or any other similar purpose, (ii) to pay, within thirty (30) days of being billed therefor, as Additional Rent, Tenant's Proportionate Share of the cost of maintenance of the Building air conditioning and heating systems; and (iii) not dispose of, or use without the prior express written consent of Landlord, any hazardous substance or material as defined by any federal or state law, statute or ordinance, and any regulations promulgated thereunder, as exist as of the date of this Lease and as may be enacted in the future.

SECTION 4.04. LANDLORD'S WARRANTIES AND OBLIGATIONS. Landlord warrants, represents, covenants and agrees to and with Tenant, that: (i) it has full right power and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining any consents from any third party; (ii) No proceeding, suit, administrative action or examination, demand or claim of any type has been instituted, or to the best of Seller's knowledge, is contemplated or threatened against the Demised Premises (or any part thereof) and Landlord is not aware of pending or threatened litigation, proceedings, administrative action or examination, demand or claim in which any person or entity alleges the presence, release, threat of release on or in the Demised Premises, of any spills or Hazardous Substances (hereinafter defined) that have occurred on or off the Demised Premises as a result of any construction on or operation and use of the Demised Premises, of the presence of equipment containing polychlorinated biphenyl ("PCB"), or the generation, transportation, storage, treatment or disposal at the Demised Premises of any Hazardous Substance. For the purposes of this Agreement, a "Hazardous Substance" shall be defined to include any hazardous substance or material as defined by any federal or state law, statute or ordinance, and any regulations promulgated thereunder, as exist as of the date of this Lease and as may be enacted in the future. (iii) Landlord has not received any notice from any governmental authority of any zoning, building, fire or health code violations in respect to the Real Estate. The Real Estate is in compliance with all zoning, building, fire and health codes of the Village of Palatine to the best of Landlord's knowledge.

ARTICLE V COMMON AREA

(RESERVED)

ARTICLE VI REPAIRS AND MAINTENANCE

SECTION 6.01. LANDLORD'S OBLIGATIONS. Landlord shall, at Landlord's expense, keep in good repair the structural supports of the Demised Premises. Landlord shall keep the roof, roof membrane, exterior walls, subflooring, foundations, structure, mechanical, electrical, plumbing of the Building and the Demised Premises and the main water line, gas, wiring and public utility connectors and the main sewer line in a good state of repair.

SECTION 6.02. TENANT'S OBLIGATIONS. Subject to Article VIII, if any damage to the Demised Premises or the Building or any equipment or appurtenance therein results from any neglect of Tenant, its agents, employees, guests or invitees, Tenant shall be liable therefor and Landlord may, at Landlord's option after ten (10) days written notice to Tenant, repair such damage, and Tenant shall pay to Landlord upon demand the total cost of such repairs. If Landlord elects not to repair such damage, Tenant shall promptly repair such damage at its own cost and in accordance with the provisions of Section 3.05 and 3.06.

ARTICLE VII REAL ESTATE TAXES

(RESERVED)

ARTICLE VIII INSURANCE

Tenant, at Tenant's sole cost and expense, shall obtain and maintain, for the Term of this Lease, as extended, insurance policies providing comprehensive general liability insurance naming Landlord as additional insured, which policy is to be in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit/ Two Million and 00/100 Dollars (\$2,000,000.00) aggregate for bodily injury and property damage. Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy. The policies described in this Article VIII shall: (i) be reasonably acceptable to Landlord in form and content, (ii) contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents and employees, and any mortgagees, (iii) contain a provision that it shall not be cancelled and that it shall continue in full force and effect unless Landlord has received at least twenty (20) days prior written notice of such cancellation or termination, and (iv) not be materially changed without prior notice to Landlord. Tenant's participation in the MRMA self insurance risk pool shall constitute acceptable comprehensive general liability insurance coverage in accordance with the requirements of this Article VIII acceptable to Landlord

ARTICLE IX ASSIGNMENT, SUBLETTING AND ENCUMBERING LEASE

Tenant shall not, without the express written consent of Landlord: (i) assign or otherwise transfer, mortgage or encumber this Lease or any of its rights hereunder, (ii) sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder, and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Demised Premises, in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee, or occupant.

ARTICLE XI DEFAULTS

SECTION 11.01. EVENTS OF DEFAULT. If any one or more of the following events occur, said event or events shall hereby be a "**Default**" hereunder:

(a) if Tenant fails to pay Minimum Rent or any other charges required to be paid by Tenant when same shall become due and payable; or

(b) if Tenant shall fail to perform or observe any of the material terms and conditions of this Lease, and such failure shall continue for thirty (30) days after written notice from Landlord (provided that if the nature of the default is such that it cannot be cured within said thirty (30) day period, Tenant shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances).

SECTION 11.02. LANDLORD'S REMEDIES. Should a Default occur under this Lease, Landlord may pursue any or all of the following:

(a) Landlord may terminate this Lease, by giving written notice of such termination, whereupon this Lease shall automatically cease and terminate and Tenant shall be obligated to quit the Demised Premises within thirty days following receipt of written notice of termination.

(b) Upon termination of this Lease pursuant to Section 11.02(a), Landlord may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including re-entry and possession, as may be applicable.

SECTION 11.03. ADDITIONAL REMEDIES AND WAIVERS. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law, and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the Landlord. In the event of a breach of any term of this lease by Landlord, Tenant shall be entitled to pursue any and all remedies available to it at law or equity.

SECTION 11.04. EXPENSES OF ENFORCEMENT. If either party institutes any action or proceeding in court to enforce or interpret any provision(s) hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the other reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

ARTICLE XII RIGHT OF ACCESS

Landlord may, upon reasonable prior notice to Tenant, enter upon the Demised Premises for the purpose of inspecting, making repairs, replacements, or alterations, and showing the Demised Premises to prospective purchasers, lenders or lessees.

ARTICLE XIII END OF TERM

SECTION 13.01. RETURN OF DEMISED PREMISES. Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Demised Premises to Landlord in good order, broom clean, normal wear and tear and acts of God and permitted alterations excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Demised Premises not wanted by Landlord, and repair damage caused by such removal and return the Demised Premises to the condition in which they were prior to the installation of the articles so removed.

SECTION 13.02. HOLDING OVER. If Tenant shall hold possession of the Demised Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Demised Premises as a tenant from month-to-month, at two hundred percent (200%) of the Minimum Rent in effect during the last Lease Year immediately preceding such hold over and otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of Rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE XIV COVENANT OF QUIET ENJOYMENT

Landlord covenants that if and so long as Tenant pays the Rent and all other charges provided for herein, and performs all of its material obligations provided for herein, Tenant shall at all times during the Term hereof peaceably, have hold and enjoy the Demised Premises, without any interruption or disturbance from Landlord, or any one claiming through or under Landlord, subject to the terms hereof.

ARTICLE XV MISCELLANEOUS

(a) This Lease contains the entire terms and conditions under which the Demised Premises are leased to the Tenant. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, between them or other than as herein set forth. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing, and is delivered in person, mailed by registered or certified mail, return receipt requested, first class, postage prepaid or delivered by national overnight courier service addressed:

(1) If to Landlord, to 200 East Wood Street, Palatine, Illinois 60067 with a copy to Schain, Banks, Kenny & Schwartz, Ltd., 70 West Madison Street, 53rd Floor, Chicago, Illinois 60602 Attention: Patrick T. Brankin, or to such other person and address as Landlord shall designate by giving notice thereof to Tenant.

(2) If to Tenant, to 250 East Wood Street, Palatine, Illinois 60067 with a copy to Tressler LLP, 233 South Wacker Drive, 22nd Floor, Chicago, Illinois 60606 Attention: Steven B. Adams, or to such other person and address as Tenant shall designate by giving notice thereof to Landlord.

The date of service of any notice given by mail shall be the date three (3) days after such notice is deposited in the U.S. mails and the date of service of any notice given by national overnight courier service shall be the date such notice is delivered by such courier service.

(c) This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(d) Landlord shall have the right to freely assign this Lease upon notice to but without the consent of Tenant.

(e) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

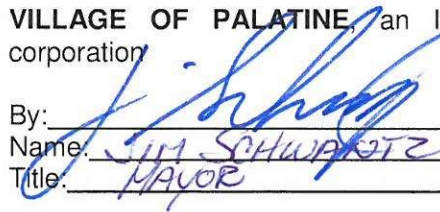
(f) All Exhibits referred to in and attached hereto are hereby incorporated in this Lease.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, and intending that this Lease be a sealed instrument, Landlord and Tenant have executed this Lease under seal on the dates indicated below:

LANDLORD:

VILLAGE OF PALATINE, an Illinois municipal corporation

By: 

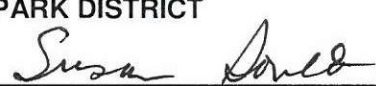
Name: JIM SCHWARTZ

Title: MAYOR

Date of Execution: FEBRUARY 9, 2015

TENANT:

PALATINE PARK DISTRICT

By: 

Name: SUSAN GOULD

Title: PARK BOARD PRESIDENT

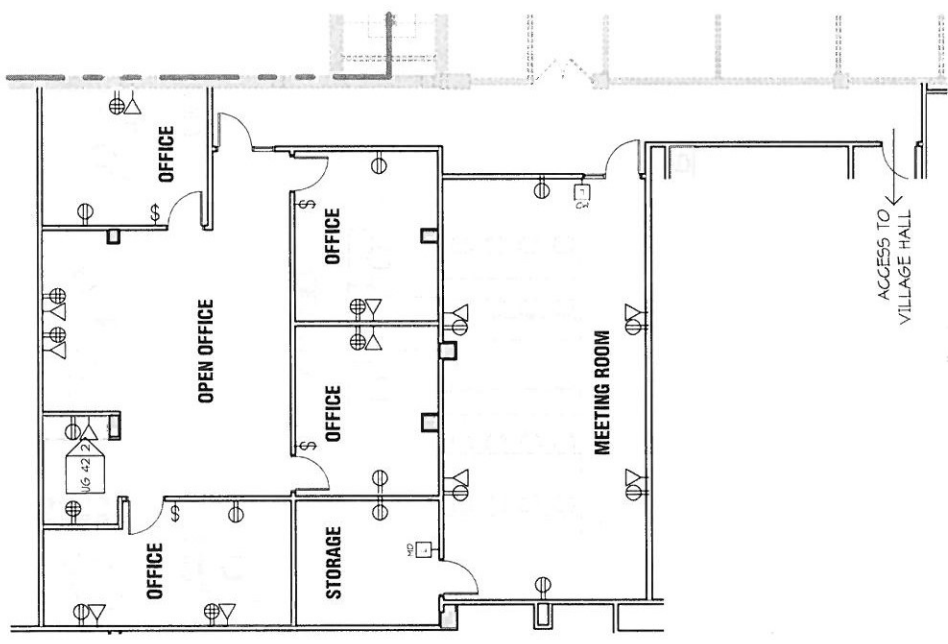
Date of Execution: November 25, 2014

DJO/VOP/VH REHAB/PD LEASE v5.DOC

EXHIBIT "A"

SITE PLAN

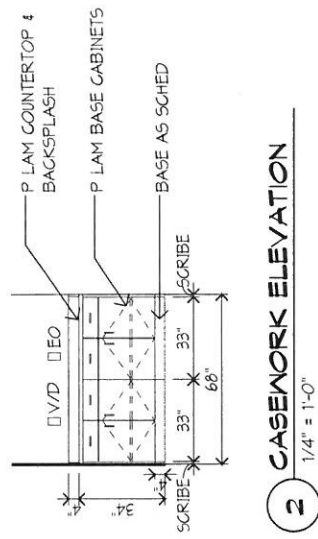
- NOTES:**
- LIGHTING**
 - Type: T8 fluorescent light fixtures typical.
 - SECURITY**
 - Card reader at Village Hall lobby



1 PARK DISTRICT
3/32" = 1'-0"

- ELECTRICAL SYMBOL KEY**
- ⊕ DUPLEX RECEPTACLE (HIGH AND/OR LOW)
 - ⊕ DUPLEX RECEPTACLE
 - ⊕ DUPLEX 6FCI
 - ⊕ QUAD RECEPTACLE
 - FLOOR BOX
 - ⊕ SINGLE LIGHT SWITCH
 - ⊕ DOUBLE LIGHT SWITCH
 - ⊕ TRIPLE LIGHT SWITCH
 - ⊕ MOTION DETECTOR LIGHT SWITCH
 - ⊕ LOCKDOWN PUSH BUTTON
 - ⊕ WALL OR CEILING PROJECTOR
 - ⊕ WALL OR CEILING SPEAKER
 - ⊕ MICROPHONE & AUXILIARY CONNECTOR
 - ⊕ TV OUTLET (HIGH AND/OR LOW)
 - ⊕ WALL PHONE
 - ⊕ DATA OUTLET
 - ⊕ WIRELESS DATA ACCESS POINT
 - ⊕ CLOCK
 - ⊕ HANDICAP ACTUATOR
 - ⊕ SECURITY - CARD READER
 - ⊕ SECURITY CAMERA

- ROOM FINISHES**
- CEILING: 2X2 ACT
 - WALL: PTD GYP BD
 - FLOOR: CARPET TILE
 - DOOR: WOOD



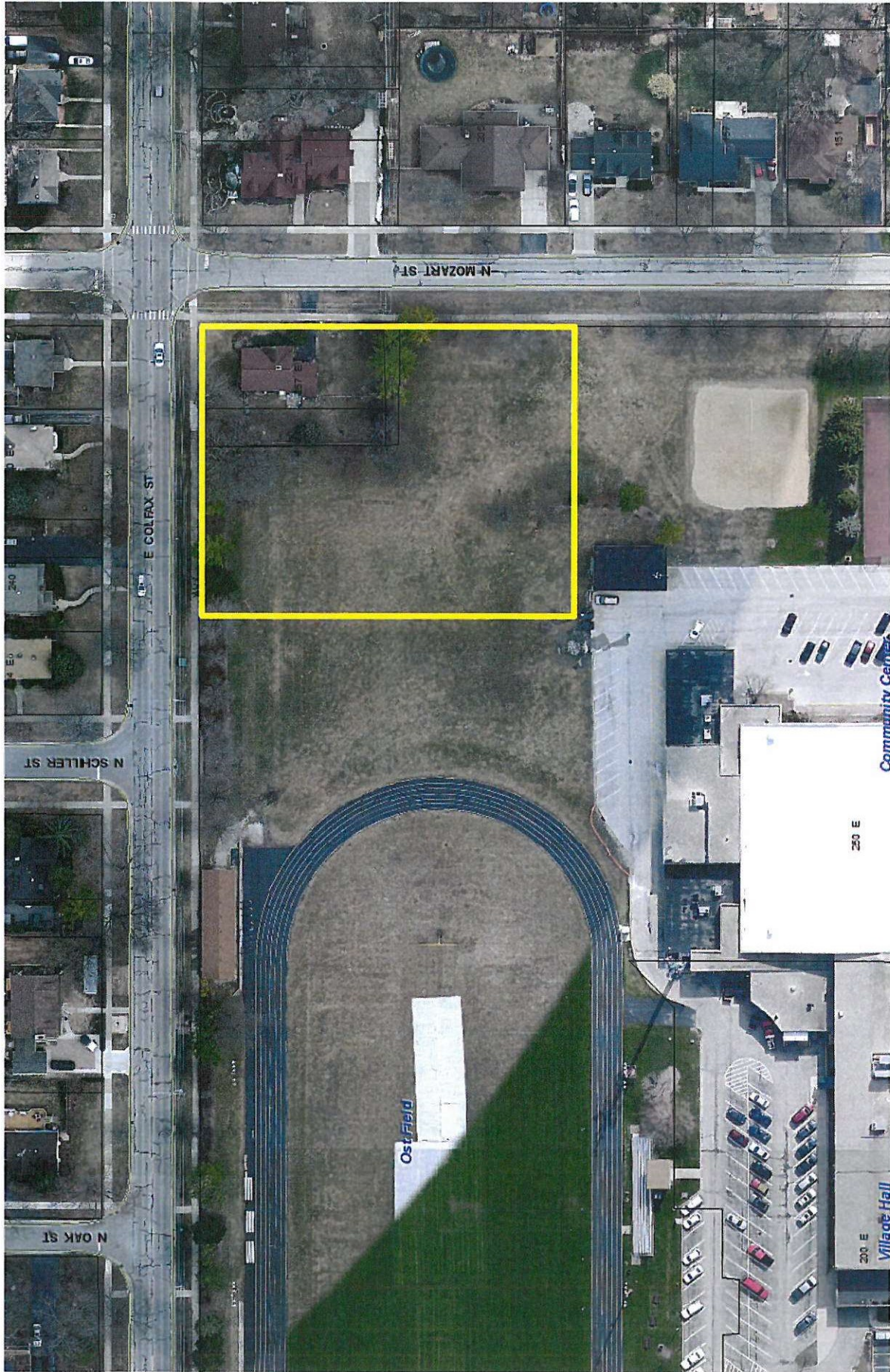
2 CASEWORK ELEVATION
1/4" = 1'-0"

EXHIBIT "B"

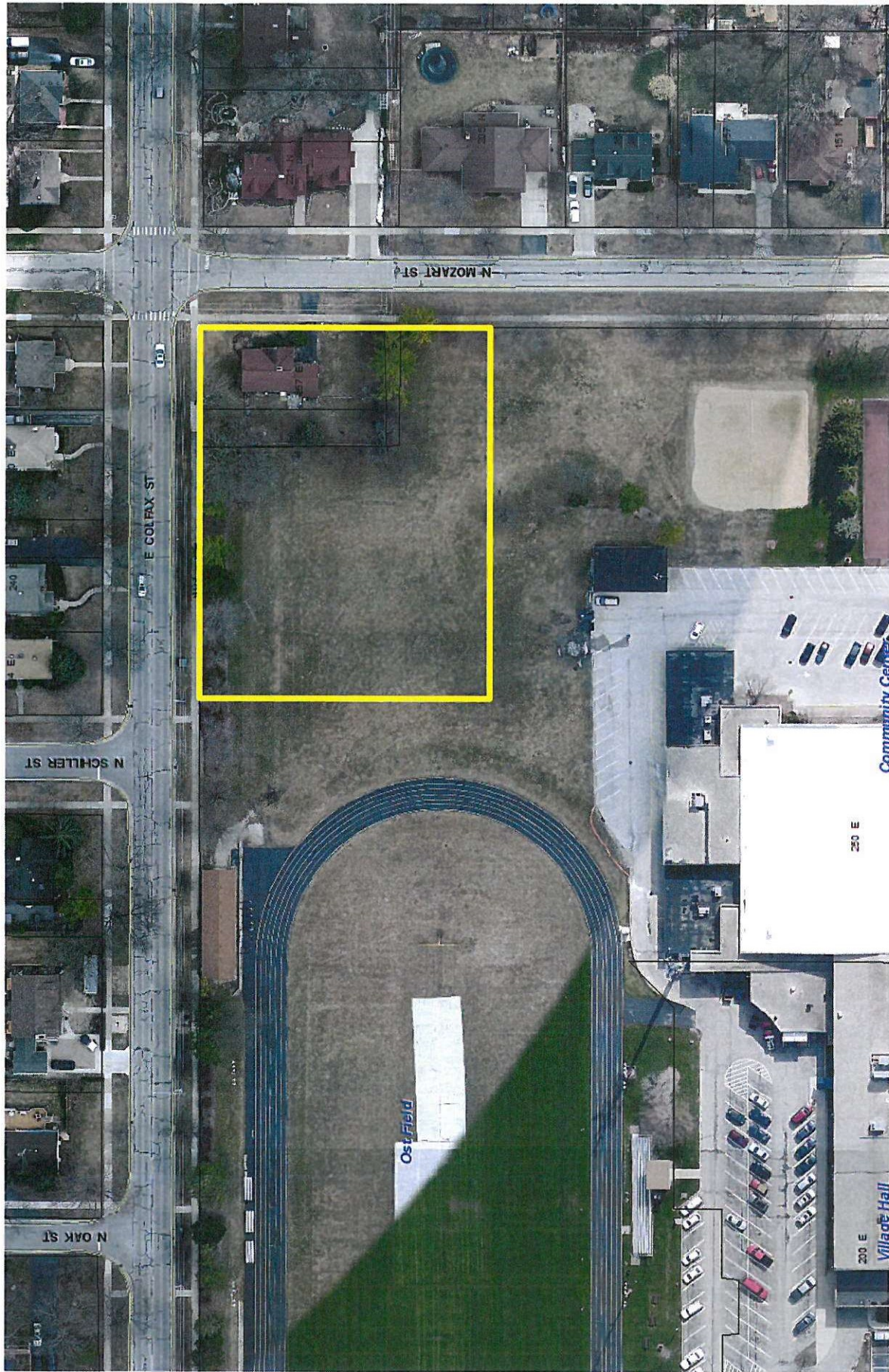
LANDLORD'S WORK

EXHIBIT C

PARK DISTRICT PARCEL



Site Area – Concept A



Site Area – Concept B

EXHIBIT D

MEMORANDUM OF CONTRACT

Prepared by and after recording
return to:

Village of Palatine
Village Clerk's Office
200 E. Wood Street
Palatine, IL 60067



1510419138

Doc#: 1510419138 Fee: \$46.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/14/2015 03:43 PM Pg: 1 of 5

MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT

An Intergovernmental Agreement dated November 25, 2014, (the "Agreement") regarding the property located at the southwest corner of Colfax and Mozart Streets, Palatine, Illinois and legally described on Exhibit "A" attached hereto (the "Property") has been entered into by and between **VILLAGE OF PALATINE**, an Illinois municipal corporation (the "Village"), and **PALATINE PARK DISTRICT** (the "Park District").

The terms of said Agreement provide for an option in favor of Village to acquire the Property upon the terms and conditions set forth therein.

The terms and conditions of said option and payment obligations are contained in detail in said Agreement, copies of which have been furnished to all parties, and the purpose of this document is to give public notice of the fact that the said Agreement has been executed and is presently in full force and effect between the parties.

IN WITNESS WHEREOF, this Memorandum has been this 25th day of November, 2014.

LANDLORD:

VILLAGE OF PALATINE, AN ILLINOIS
MUNICIPAL CORPORATION

By: [Signature]
Name: JIM SCHWARTZ
Title: MAYOR

TENANT:

PALATINE PARK DISTRICT

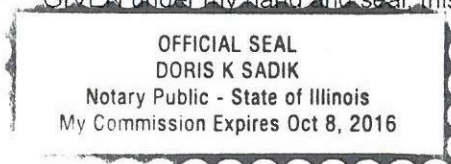
By: [Signature]
Name: SUSAN GOULD
Title: PARK BOARD PRESIDENT

CCRD REVIEWER [Signature]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Doris K. Sadik, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jim Schwantz, the Mayor of VILLAGE OF PALATINE, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 9th day of February, 2015



Doris K. Sadik
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Trish Feid, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan Gould, the Park Board President of PALATINE PARK DISTRICT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 25th day of November, 2014.

Trish Feid
Notary Public



LEGAL DESCRIPTION

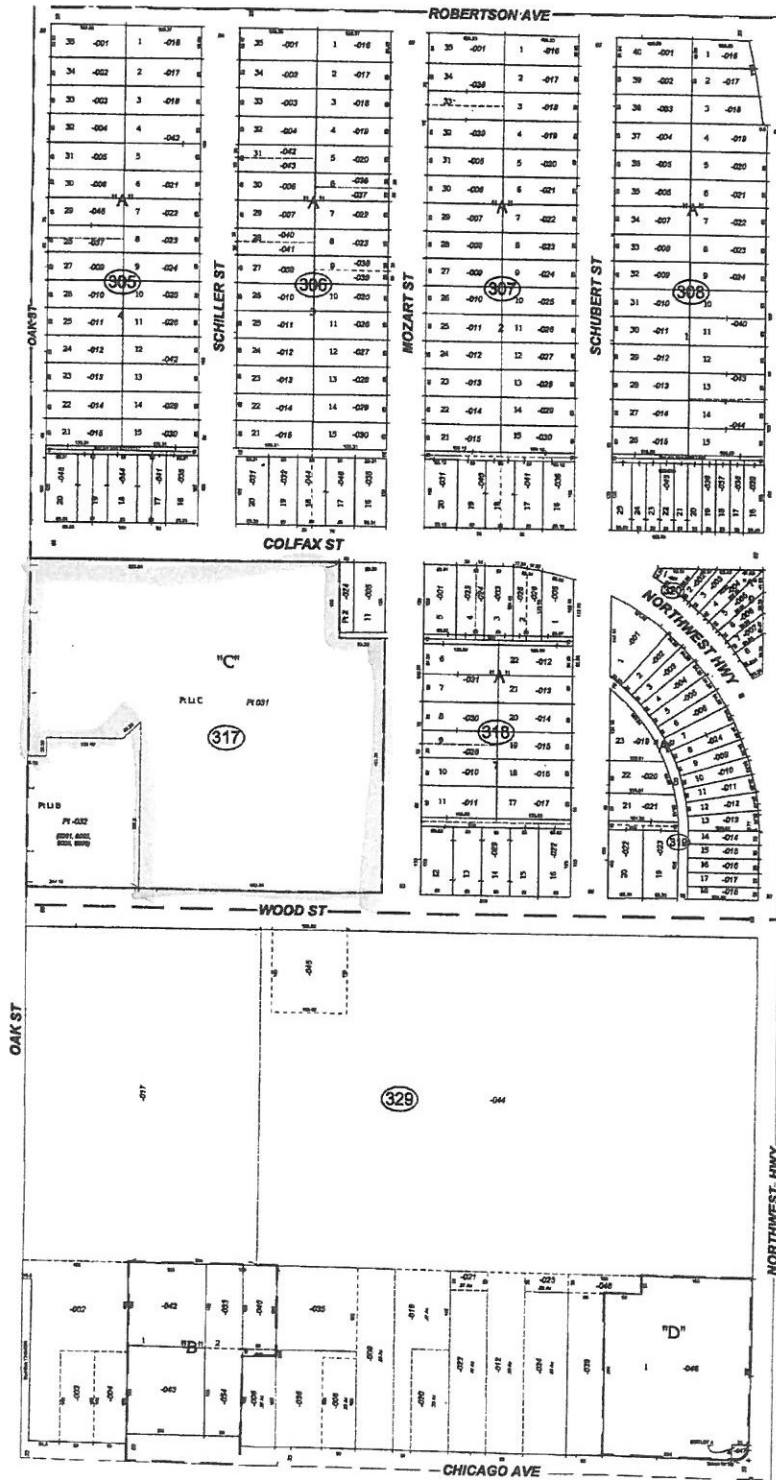
LOT C IN VILLAGE-PARK SUBDIVISION, BEING A RESUBDIVISION OF VARIOUS LOTS, VACATED STREETS AND ALLEYS IN PALATINE RIDGE AND PART OF LOT "T" IN THE ASSESSORS SUBDIVISION OF THE TOWN OF PALATINE, ALL IN SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF VILLAGE-PARK SUBDIVISION THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 10, 1978 AS DOCUMENT NUMBER 3003789.

PIN: 02-14-317-031-0000 (Part)

Common Address: 250 E. Wood St.
Palatine, IL 60067

E 1/2 SW 1/4 SEC 14-42-10 PALATINE

42-10-14F
 2-14



"A"
 JOHNSON & WEBER'S PALATINE RIDGE, is the E 1/2 of the S.W. 1/4 of Sec. 14-42-10. Rec. Apr 29, 1926 Dec. 925779A.
 JOHNSON & WEBER'S PALATINE RIDGE, is the E 1/2 of the S.W. 1/4 of Sec. 14-42-10. Con. Rec. Jan 24, 1927 Dec. 930733.

"B"
 DREXLER'S SUB. of part of the S.E. 1/4 of the S.W. 1/4 of Sec. 14-42-10. Rec. Apr 26, 1957 Dec. 1688299.

"C"
 VILLAGE - PARK SUB. of various streets, and alleys in Palatine Ridge (see A) and part of Lot T in Assessor's Sub. of the Town of Palatine. Dec. 73003789.
 Rec. Mar 10, 1978 Dec. 34138476.

"D"
 GRI SUB. 2 of pt. of S.E. 1/4 of the S.W. 1/4 of Sec. 14-42-10. Rec. Apr 28, 1998 Dec. 98243423.

CONDOMINIUM: 02-14-308-045
 THE COLFAX CONDOMINIUM OFFICES
 Rec. 2/8/1993 Dec. 93102397

Unit	Unit	Unit	Unit
A = 1001	C = 1003	E = 1005	
B = 1002	D = 1004		

EXHIBIT E

INSURANCE TO BE MAINTAINED BY CONTRACTORS

As used in this Exhibit, "Contractor" or "Contractors" mean a contractor or contractors retained by Palatine to perform work relating to the construction, placement or major reconstruction of the Facilities and "Construction Agreement" means the applicable construction contract between the Palatine and said Contractor or Contractors, for said work. The substantive provisions of this Exhibit shall be incorporated into any Construction Agreement. "Additional Insured" means Park District. "Parties" means Park District and Palatine.

Contractors shall obtain insurance of the types and in the amounts listed below.

Property Insurance:

Construction Manager shall provide Non-Reporting Builders Risk Insurance with a limit not less than the Cost of Construction.

8.1.5 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- .1 Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85); and Owners and Contractors Protective Liability policy with the municipality stated as named insured; and
- .2 Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and

- .3 Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.1.6 Minimum Limits of Insurance

Construction Manager shall maintain limits no less than:

- .1 Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate. Owners and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- .2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- .3 Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

8.1.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officials, employees and volunteers; or Construction Manager shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

8.1.8 Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

.1 Commercial General Liability, Owners and Contractors Protective Liability and Automobile Liability Coverage

a. Owner, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Construction Manager as well as materials, and equipment procured, owned, leased, hired or borrowed by Construction Manager. The coverage shall contain no special limits on the scope of the protection afforded to Owner, its officials, employees or volunteers.

b. Construction Manager's insurance coverage shall be primary insurance as respects Owner, its officials, employees and volunteers. Any insurance or self-insurance maintained by Owner, its officials, employees or volunteers shall be excess of Construction Manager's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its officials, employees or volunteers.

d. Coverage shall state that Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

.2 Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against Owner, its officials, employees or volunteers for losses arising from work performed by Construction Manager for Owner.

.3 All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to Owner.

8.1.9 Acceptability of Insurers

The insurance carrier used by Construction Manager shall have a minimum insurance rating of A:VIT according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Construction Manager shall furnish Owner with certificates of insurance and copies of all policies of insurance naming Owner, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. Owner reserves the right to request full certified copies of the insurance policies.

F. Indemnification

To the fullest extent permitted by law, Contractors shall indemnify and hold harmless the Parties, including the Additional Insured, their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Contractor shall similarly

protect, indemnify and hold and save harmless the Parties, including the Additional Insured, their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Construction Agreement.

G. Indemnification

To the fullest extent permitted by law, Contractors shall indemnify and hold harmless the Parties, including the Additional Insured, their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Parties, including the Additional Insured, their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Construction Agreement.

Consider a Motion to Approve an Engineering Supplement for the Design of the Palatine Road Improvement from Quentin Road to Smith Street

BACKGROUND:

Palatine Road, from Quentin Road to Smith Street, is the maintenance responsibility of the Illinois Department of Transportation (IDOT). As such, it is currently designated as eligible for Federal Aid. The Northwest Municipal Conference, as the clearing house for regional Federal Roadway Aid, accepted the Village's application to fund 50% of the design engineering for Palatine Road for Phase II Engineering in an amount of \$479,000.

Phase II Engineering creates the construction plans and contract specifications. It further includes appraisals and negotiation of land acquisition to accommodate the public improvement.

Multiple public informational meetings, meetings with focus groups, and a Village Council presentation in April of 2022 have occurred in preparation of advancing to the design phase for this project. The Village Council approved a design engineering agreement to address the full corridor improvement from Quentin Road to Smith Street in June of 2022.

KEY ISSUES:

- Plan preparation and a Proposed Plat of Highways was prepared and submitted for comment and approval by the Illinois Department of Transportation.
- After an extended period of review, IDOT recently approved the Plat of Highways. This is required prior to any appraisals and negotiation of land acquisition to accommodate the roadway construction.
- During the plan preparation, an additional 3 parcels were identified to be acquired. This is due to parcel divisions and differing ownership (parcels held in trust vs. private ownership) and tends to happen frequently on these larger corridor projects.
- Now that we are 2 years removed from the agreement for Phase 2 engineering being approved by IDOT, a supplement/increase in cost for the Lead Negotiator is required. Direct costs for title company fees for recording are higher now as well. Santacruz Land Acquisition, as a sub-consultant to BLA to function as the Lead Negotiator, is requesting a supplement.
- Total proposed supplemental costs are \$26,850 for additional parcels and \$24,700 for additional per parcel costs totaling an increase of \$51,550.

BUDGET IMPACT:

The original engineering services agreement was approved in the amount of \$957,314. Funding is available in the 2025 capital budget for the project to accommodate this improvement.

RECOMMENDATION:

It is recommended that the Phase II Engineering Supplement with Bollinger, Lach & Associates be approved.

ACTION REQUIRED:

Motion to approve the Supplement with Bollinger, Lach & Associates for engineering services for Phase II engineering for Palatine Road from Quentin Road to Smith Street in the amount of \$51,550.

ATTACHMENTS:

1. Proposal - Palatine Road Improvement

UPDATED PROPOSAL FOR LAND ACQUISITION SERVICES

PALATINE ROAD FROM QUENTIN ROAD TO SMITH STREET

BLA, Inc. for the benefit of Village of Palatine

Santacruz Land Acquisitions has provided a proposal (the “Proposal”) for the benefit of the Village of Palatine, the Local Public Agency (“LPA”), for land acquisition services necessary to complete the reconstruction of Palatine Road from Quentin Road to Smith Street (the “Project”). The Proposal was provided to BLA, Inc., Engineer for the LPA, (“Consultant”). The original proposal was based on the following fees:

Appraisals (per parcel)	\$3,200.00
Review Appraisals (per parcel)	\$1,500.00
Negotiation and acquisition services (per parcel)	\$3,000.00
Direct Billable Expenses (per parcel)	\$600.00

Significant time has passed since the original proposal was provided requiring the proposed fees to be updated as follows:

Appraisals (per parcel)	\$3,300.00
Review Appraisals (per parcel)	\$1,600.00
Negotiation and acquisition services (per parcel)	\$3,300.00
Direct Billable Expenses (per parcel)	\$750.00

Based on these adjusted fees, the land acquisition negotiation services for the original 38 parcels are adjusted as follows:

Services	Original	Updated	Difference
Appraisals	\$121,600	\$125,400	\$3,800
Review Appraisals	\$57,000	\$60,800	\$3,800
Negotiations	\$114,000	\$121,600	\$7,600
Direct Billable Expenses	\$22,800	\$28,500	\$5,700
Project Management	\$1,000	\$1,000	\$0
Total	\$316,400	\$337,300	\$20,900

In addition, there have been three (3) additional parcels added to the project since the original proposal was provided in 2021. The land acquisition negotiation services for the additional three parcels are for a total of **\$26,550.00**, as follows:

Appraisals:	\$9,900.00
Review Appraisals:	\$4,800.00
Negotiations:	\$9,600.00
Direct Billable Expenses:	\$2,250.00

Based on the updated fees for time passage since the original proposal and based on the increase in the number of parcels from **38** to **41**, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$363,850.00** as follows:

Appraisals:	\$135,300.00
Review Appraisals:	\$65,600.00
Negotiations:	\$131,200.00
Direct Billable Expenses:	\$30,750.00
Project Management Services:	\$1,000.00

The pricing on this proposal shall be good for twelve months from the date of this proposal: February 25, 2025.

See attached for Scope of Services and Team resumes.

If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at javier@santacruz-associates.com.

Sincerely,



Javier Steve Santacruz

Accepted this ____ day of _____, 2025

BLA, Inc.

By: _____

Its: _____

PRICING SCHEDULE

Appraisal Services (per parcel)

Appraisals	\$3,300.00
Revision to appraisal due to change in ROW or plans ¹	\$1,800.00 - \$3,300.00

Review Appraisal Services (per parcel)

Review Appraisals	\$1,650.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$1,650.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,200.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,200.00

Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs	
+ Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs	
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees	
+ Administrative fee	\$25.00

¹ Requires supplemental work order.

LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal.** The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Review Appraisal.** All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
 - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
 - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
 - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
 - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
 - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

THE TEAM

Javier Steve Santacruz – President and Project Manager

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

Jonathan Abplanalp – Vice President and Negotiator

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

Dylan Santacruz – Vice President and Negotiator

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

Agafya Gerovoy – Real Estate Paralegal

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.

Consider an Ordinance Approving the Village of Palatine's PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan

BACKGROUND:

As necessary for the Village's continued participation in the Community Development Block Grant (CDBG) program, the Department of Housing and Urban Development (HUD) requires that a Draft Consolidated and Action Plan are made available for a 30-day public review and comment period. The Village Council approved the commencement of this review to begin on June 6, 2025. As there were no public comments submitted during this time, it is now appropriate to submit the PY2025-2029 Consolidated Plan and PY25 Annual Action Plan to HUD. Therefore, Staff is recommending approval of the following:

Consider an Ordinance Approving the Village of Palatine's CDBG PY2025-2029 CDBG Consolidated Plan and PY2025 Action Plan.

KEY ISSUES:

- The Village's anticipated CDBG FY2024 entitlement amount is \$462,638, which represents a 4% decrease from last year. Palatine's program year runs from October 1st through September 31st. Per HUD regulations, the Village may recommend up to 15% (\$69,396) for social service providers and up to 20% (\$92,527) for program administration. The Village has historically utilized the remaining funds for public improvement projects and this year's Action Plan continues that recommendation.
- The 5-Year Consolidated Plan contains a Citizen Participation Plan, Housing and Homeless Needs Assessment, Housing Market Analysis, and a Strategic Plan. As is the HUD required practice, the data analysis is based on 2017-2021 ACS Data.
- Staff conducted a survey of non-profits, community organizations, and residents, asking them to identify community needs. The Village received 719 survey responses.
- HUD guidelines require that all subrecipient agencies provide services to Palatine residents qualifying as low- to moderate-income. The agencies also submit biannual reports to the Village documenting the number of Palatine residents served.
- All the funded CDBG programs must meet the proposed Palatine's FY 2025-2029 Consolidated Plan objectives, the Housing and Homeless Needs Assessment, the Housing Market Analysis, and the Strategic Plan. All data analysis uses the 2017-2021 ACS Data (the most recent Census data and HUD required). Staff will also utilize this information when formulating infrastructure recommendations for use of CDBG funds.
- The FY2025 Action Plan recommends CDBG funding for the following activities:

program administration, public infrastructure, facility improvements (eligible projects associated with low- to moderate-income areas and clientele), childcare/community center administration, homelessness service and prevention, emergency transitional shelter program, supportive services for senior citizens, and counseling and advocacy for abuse victims. As required, the 30-day public comment period was noticed in the newspaper and began on June 6, 2025 and the Public Hearing was held on June 19, 2025, also without any additional public comments submitted. Therefore, Staff recommends the following CDBG expenditures for FY2024:

Administration and Infrastructure/Public Facilities			
Organization	Activity	Funding Requested	Funding Recommended
Village of Palatine Planning & Zoning	CDBG Administration (maximum 20%)	\$92,527	\$92,527
Village of Palatine Public Works	Public Improvement Projects	\$300,715	\$300,715
Public Services	Social Service Agencies (maximum 15%)	\$103,500	\$69,396
	Total Requested	\$496,742	
	Total Available		\$462,638

Organization	Activity	Funding Requested	Funding Recommended
Children's Advocacy Center	Child Abuse Counseling	\$6,000	\$5,000
Family Forward	Financial Assistance for Rent and Case Management	\$3,500	\$3,000
Fellowship Housing Corp	Financial Assistance for Rent and Case Management	\$10,000	\$0
Northwest	Homeless Services	\$5,000	\$0

Compass			
JOURNEYS	Homeless Services	\$20,000	\$18,000
POC	Case Management Service Coordinator	\$24,000	\$22,396
Palatine Township	Support Services for Older Adults	\$10,000	\$4,000
PTSCC	Resources and Programs for Very Low-Income Clients	\$16,500	\$13,000
WINGS	Homeless Services for Domestic Violence Victims	\$8,500	\$4,000
	Total Requested	\$103,500	
	Total Available		\$69,396

The full draft PY2025-2029 Consolidated Plan and PY2025 Action Plan can be reviewed on the Village Website at:

<https://www.palatine.il.us/162/Community-Development-Block-Grant-Progra>

BUDGET IMPACT:

The Village budgets for CDBG revenues and expenditures annually. The Village does not expend any funds until the US Department of Housing and Urban Development (HUD) allocates funding to the Village. The proposed action plan will provide for the continued and uninterrupted provision of services utilizing CDBG funding, administered by the Village of Palatine.

RECOMMENDATION:

Staff recommends approval of the CDBG PY2025-2029 Consolidated Plan and PY25 Annual Action Plan.

ACTION REQUIRED:

Consider an Ordinance Approving the Village of Palatine's CDBG PY2025-2029 Consolidated Plan and PY25 Annual Action Plan.

ATTACHMENTS:

None

Consider an Ordinance Decreasing the Number of Class B (Package Liquor) Liquor Licenses by One for the Wine Cellar Located at 361 W. Northwest Highway

BACKGROUND:

Staff was notified in June 2025 that the owner of the Wine Cellar at 631 W. Northwest Highway, Larry Kaplan, passed away. His wife will not be pursuing a liquor license with the intent to sell the store. It is appropriate to remove the Class B license from the Liquor Code reducing the number of licenses to 16.

KEY ISSUES:

- Decrease Class B (Package Liquor) Liquor Licenses by one.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

ATTACHMENTS:

None

**Consider an Ordinance Authorizing the Mayor to Execute an
Amended Development Agreement Between the Village of Deer Park,
Village of Palatine, 783 Lake Cook Enterprises LLC and Persin and
Robbin Jewelers Corp**

BACKGROUND:

The Village of Palatine previously entered into a Development Agreement with Deer Park and the land owner and operator of Persin Robbin Jewelers which, among other provisions, provided for the reporting and sharing of sales tax dollars with the Village of Palatine. Subsequent to the original Development Agreement, the State of Illinois discontinued use of sales tax reporting forms referenced in the IGA.

KEY ISSUES:

- In order to accommodate changes made by the State Department of Revenue, the Development Agreement needs to be amended to reflect a new reporting form that will be completed by the business in order to ensure proper reporting.
- No other terms or conditions of the IGA are modified.

BUDGET IMPACT:

RECOMMENDATION:

Staff recommends approval of an ordinance authorizing the Mayor to execute an amended Development Agreement.

ACTION REQUIRED:

Ordinance approving an amended Development Agreement.

ATTACHMENTS:

None

Consider an Ordinance Authorizing the Mayor to Execute a First Amendment to the Amended and Restated Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park

BACKGROUND:

On August 8, 2022, the Village of Palatine entered into an Amended and Restated Intergovernmental Agreement with the Village of Deer Park for the provision of water to certain areas in Deer Park. A provision of the agreement was the sharing of sales tax revenues with the Village of Palatine. Subsequent to the IGA, the State of Illinois Department of Revenue discontinued the use of a referenced reporting form.

KEY ISSUES:

- The IGA needs to be amended to reflect a new reporting mechanism to capture the appropriate information to ensure accurate sharing of sales tax receipts.

BUDGET IMPACT:

RECOMMENDATION:

Ordinance authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply

ACTION REQUIRED:

Approval of the Ordinance Authorizing the Mayor to Execute the First Amendment to the Amended and Restated intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply

ATTACHMENTS:

None

Consider an Ordinance Approving an Intergovernmental Agreement between the Village of Palatine and Palatine Park District

BACKGROUND:

The Village and Park District are both owners of different properties and buildings within the Village. Through a series of discussions, an exchange of properties would provide both entities with improved operations and ultimately, significant savings to the taxpayer as compared to each entity acting independently to achieve their long-term facility needs.

KEY ISSUES:

- The Village and Park District have identified a plan that would fulfill the long-term facility needs of the Village as well as facilitate improvements to Park District operations. The proposed Intergovernmental Agreement provides a process where the Village-owned property at 150 W. Wilson Street would be conveyed to the Park District for their future use. In exchange, the Park District would convey their space at the Combined Services Facility on Illinois Avenue, as well as a storage facility owned by the Park District on Michigan Avenue. The Village would be able to expand its Public Works and Engineering operations as well as address significant vehicle and equipment storage demands.
- If the Village were to pursue a new Public Works facility, the costs would easily exceed \$40 million. This solution will allow the Village to make all necessary improvements within a \$10 million budget and without the need to increase any taxes or fees. We will maintain our debt-free status while finishing the final facility improvement in our long-term plan.
- The IGA provides a payment to the Park District in the amount of \$2 million for the Combined Services Facility and \$3 million upon completion of renovations and occupancy of 150 W. Wilson. The Combined Services Facility payment will be from the Renovation Fund, leaving \$8 million for the subsequent improvements.
- The Village should take full possession of the Combined Services Facility no later than April 2027. Some renovations will begin prior to that date.

BUDGET IMPACT:

Total payments of \$5 million to Palatine Park District.

RECOMMENDATION:

Staff recommends approval of an Intergovernmental Agreement between the Village and Park District related to the sale and transfer of Village and Park District properties.

ACTION REQUIRED:

Approval of an ordinance authorizing the Mayor to execute the Intergovernmental Agreement with the Park District.

ATTACHMENTS:

None

Consider a Motion to Approve an Engineering Supplement for the Design of the Palatine Road Improvement from Quentin Road to Smith Street

BACKGROUND:

Palatine Road, from Quentin Road to Smith Street, is the maintenance responsibility of the Illinois Department of Transportation (IDOT). As such, it is currently designated as eligible for Federal Aid. The Northwest Municipal Conference, as the clearing house for regional Federal Roadway Aid, accepted the Village's application to fund 50% of the design engineering for Palatine Road for Phase II Engineering in an amount of \$479,000.

Phase II Engineering creates the construction plans and contract specifications. It further includes appraisals and negotiation of land acquisition to accommodate the public improvement.

Multiple public informational meetings, meetings with focus groups, and a Village Council presentation in April of 2022 have occurred in preparation of advancing to the design phase for this project. The Village Council approved a design engineering agreement to address the full corridor improvement from Quentin Road to Smith Street in June of 2022.

KEY ISSUES:

- Plan preparation and a Proposed Plat of Highways was prepared and submitted for comment and approval by the Illinois Department of Transportation.
- After an extended period of review, IDOT recently approved the Plat of Highways. This is required prior to any appraisals and negotiation of land acquisition to accommodate the roadway construction.
- During the plan preparation, an additional 3 parcels were identified to be acquired. This is due to parcel divisions and differing ownership (parcels held in trust vs. private ownership) and tends to happen frequently on these larger corridor projects.
- Now that we are 2 years removed from the agreement for Phase 2 engineering being approved by IDOT, a supplement/increase in cost for the Lead Negotiator is required. Direct costs for title company fees for recording are higher now as well. Santacruz Land Acquisition, as a sub-consultant to BLA to function as the Lead Negotiator, is requesting a supplement.
- Total proposed supplemental costs are \$26,850 for additional parcels and \$24,700 for additional per parcel costs totaling an increase of \$51,550.

BUDGET IMPACT:

The original engineering services agreement was approved in the amount of \$957,314. Funding is available in the 2025 capital budget for the project to accommodate this improvement.

RECOMMENDATION:

It is recommended that the Phase II Engineering Supplement with Bollinger, Lach & Associates be approved.

ACTION REQUIRED:

Motion to approve the Supplement with Bollinger, Lach & Associates for engineering services for Phase II engineering for Palatine Road from Quentin Road to Smith Street in the amount of \$51,550.

ATTACHMENTS:

None

Consider a Resolution Approving a Security Deposit Reduction and Commencement of the One-Year Maintenance Period for the Dundee Park Subdivision

BACKGROUND:

On August 15, 2023, the Village accepted a public improvement security deposit in the amount of \$162,242 to ensure the completion of the required public improvements for the Dundee Park Subdivision. It was subsequently reduced to its current amount of \$75,411.50. The developer has completed all required public improvements, which were inspected and approved by the Village's Engineer. Therefore, the Petitioner is seeking approval of the following:

Authorization for a reduction of the public improvements' security deposit and commencement of the one-year maintenance period.

KEY ISSUES:

- The Petitioner has completed the public improvements, as outlined in their Subdivision Improvement Agreement and Final Engineering Plans, for Dundee Park Subdivision. The Village Engineer has inspected and accepted the public improvements.
- The Petitioner has requested a letter of credit reduction of \$59,187.30, as all the required public improvements are complete, and the one-year maintenance period may now commence. The required 10% retainage amount for the maintenance period would be \$16,224.20.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends the amount of the public improvements' security deposit be released and commencement of the one-year maintenance period.

ACTION REQUIRED:

A motion to approve a resolution granting a reduction of the security deposit and commencement of the one-year maintenance period for Dundee Park Subdivision.

ATTACHMENTS:

1. Aerial Map
2. 2nd RES - Security Deposit Reduction



Legend

0 300 600
ft

Print Date: 7/29/2024

Notes

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A REDUCTION OF SECURITY FOR DUNDEE
PARK SUBDIVISION AND COMMENCEMENT OF THE ONE-YEAR
MAINTENANCE PERIOD, PURSUANT TO THE VILLAGE OF PALATINE
MUNICIPAL CODE, APPENDIX B, SUBDIVISIONS, SECTION 9.02**

WHEREAS, on the 15th day of August 2023, USA Developers, LLC for good and valuable consideration agreed to install certain public improvements in the Dundee Park Subdivision; and

WHEREAS, pursuant to Section 9.02 of Appendix B of the Palatine Municipal Code, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Palatine to guarantee the installation of such public improvements; and

WHEREAS, in the matter of the Dundee Park Subdivision, located at 780 W. Dundee Road, a Security Deposit in the amount of \$162,242.00 was deposited with the Village of Palatine on the 15th day of August, 2023 to ensure the completion of the project improvements; the Security Deposit was reduced down to its current amount of \$75,411.50 and

WHEREAS, USA Developers, LLC has completed the required public improvements, which were inspected and accepted by the Village Engineer and has therefore applied for a reduction of the letter of credit in the amount of \$59,187.20; and

WHEREAS, an inspector with the Village's Engineering Department has inspected the public improvements and has found these improvements

to have been satisfactorily completed and the one-year maintenance period may now commence.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Village of Palatine that:

SECTION 1: Approval pursuant to the Palatine Municipal Code, Appendix B Section 9.02 be and is hereby granted for the public improvements having a value of \$59,187.20.

SECTION 2: The letter of credit is hereby reduced to \$16,224.20 and the one year maintenance period may now commence.

PASSED: This _____ day of _____, 2025.

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

Mayor

ATTESTED and FILED in the Office

of the Village Clerk this _____

day of _____, 2025.

Village Clerk

Consider an Ordinance to Amend Salary Ordinance, O-040-25, Establishing Rates of Compensation for Certain Officers and Employees of the Village of Palatine Effective July 15, 2025

BACKGROUND:

The Village Council adopts a Salary Ordinance in conjunction with the adoption of the Annual Budget. Throughout the year, situations may exist that require an amendment to the Salary Ordinance. This generally occurs with the completion of collective bargaining or due to other personnel factors or compensation studies.

KEY ISSUES:

- Following the adoption of the 2025 Salary Ordinance in December 2024 and an update approved by the Village Board on May 5, 2025, the labor contract between the Village of Palatine and the Palatine Fraternal Order of Police (FOP) Lodge No. 158 required a calculation to be performed on July 1, 2025 to ensure the Village's ranking of middle salary between position #3 and #4 comparable communities. If the amount exceeds 2.75%, that percentage will be paid out to the members of the union retroactive to January 1, 2025.
- The calculation provided an increase of 1.37% to be processed to place the Village between #3 and #4 of comparable communities. The salary schedule has been adjusted to reflect the increase in the same manner that salaries have been calculated per the contract between the Village and the Union.

BUDGET IMPACT:

All other positions remain consistent, and any adjustments fit within the allocated personnel dollars of the current budget.

RECOMMENDATION:

Staff recommends approval of the ordinance amending the 2025 salary schedule.

ACTION REQUIRED:

A motion to approve the ordinance amending the 2025 Salary Schedule.

ATTACHMENTS:

1. Ord Salary Schedule Update 071525
2. Updated CY 2025 Salary Schedule (2) 071525

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING RATES OF COMPENSATION
FOR CERTAIN OFFICERS AND EMPLOYEES
OF THE VILLAGE OF PALATINE**

WHEREAS the Village Council adopts an ordinance in conjunction with the Annual Budget that establishes the rates of compensation for certain officers and employees of the Village; and

WHEREAS, from time to time it is necessary to adjust the rates of compensation outside of the Annual Budget process.

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

SECTION 1: There is hereby established a salary schedule which shall be the basis for establishing the rates of compensation for officers and employees in the classes of positions described herein.

SECTION 2: "Salary Schedule Addendum", attached hereto and made a part of this ordinance, establishes the positions in the service of the Village as identified as Schedule 1 (or "Step Plan") positions. Each position is assigned a Grade Code and Grade Description in the Addendum.

SECTION 3: The "CY 2025 Salary Schedule, Schedule 1", attached hereto and made part of this ordinance establishes a schedule of sixteen steps or hourly rates for each Grade Code. The minimum rate of compensation is identified as Step 1. The maximum rate of compensation is identified as Step 16. The steps between 1 and 16 are intermediate steps. Union positions of IAFF and FOP are compensated to Step 8.

SECTION 4: Personnel Salary Schedule 2, attached hereto and made a part hereof, establishes salary ranges of other officers and employees. Pay rates are not to exceed the maximum.

Ordinance No.:
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SECTION 5: Classifications shall be paid within the ranges and steps listed opposite each class title as shown in Personnel Salary Schedule 1 and 2, and no employee shall be paid any base rate lower than the minimum or higher than the maximum rate of compensation in the salary range established for their position.

SECTION 6: The Village Manager shall make rules subject to the approval of the Mayor and Council, defining overtime for Village employees and providing a method of compensating for the same.

SECTION 7: The Village Manager shall post all required compensation information pursuant to 5 ILCS 120/7.3(a) and (b).

SECTION 9: All ordinances or parts of ordinances in conflict with this ordinance be and the same are hereby repealed.

SECTION 10: The compensation from this ordinance with Salary Schedule 1 and Schedule 2 shall take effect retroactively to January 1, 2025.

All ordinances or parts of ordinances in conflict with this ordinance be and the same are hereby repealed.

PASSED: This ____ day of _____, 2025

AYES: ____ NAYS: ____ ABSENT: ____ PASS: ____

APPROVED by me this ____ day of _____, 2025

Mayor of the Village of Palatine

ATTESTED and FILE in the office of the Village Clerk
this ____ day of _____, 2025.

Village Clerk

VILLAGE OF PALATINE
CY 2025 SALARY SCHEDULE

Grade Code	Grade Description	Hourly Rates															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step11	Step 12	Step 13	Step 14	Step 15	Step 16
NOUn-01	Non-Union Grade 1	25.19	25.82	26.47	27.13	27.81	28.51	29.22	29.95	30.70	31.47	32.26	33.07	33.90	34.75	35.62	36.51
NOUn-02	Non-Union Grade 2	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.70	32.49	33.30	34.13	34.98	35.85	36.75	37.67	38.61
NOUn-03	Non-Union Grade 3	28.04	28.74	29.46	30.20	30.96	31.73	32.52	33.33	34.16	35.01	35.89	36.79	37.71	38.65	39.62	40.61
NOUn-04	Non-Union Grade 4	29.44	30.18	30.93	31.70	32.49	33.30	34.13	34.98	35.85	36.75	37.67	38.61	39.58	40.57	41.58	42.62
NOUn-05	Non-Union Grade 5	30.10	30.85	31.62	32.41	33.22	34.05	34.90	35.77	36.66	37.58	38.52	39.48	40.47	41.48	42.52	43.58
NOUn-06	Non-Union Grade 6	31.18	31.96	32.76	33.58	34.42	35.28	36.16	37.06	37.99	38.94	39.91	40.91	41.93	42.98	44.05	45.15
NOUn-07	Non-Union Grade 7	32.25	33.06	33.89	34.74	35.61	36.50	37.41	38.35	39.31	40.29	41.30	42.33	43.39	44.47	45.58	46.72
NOUn-08	Non-Union Grade 8	34.42	35.28	36.16	37.06	37.99	38.94	39.91	40.91	41.93	42.98	44.05	45.15	46.28	47.44	48.63	49.85
NOUn-09	Non-Union Grade 9	35.17	36.05	36.95	37.87	38.82	39.79	40.78	41.80	42.85	43.92	45.02	46.15	47.30	48.48	49.69	50.93
NOUn-10	Non-Union Grade 10	35.87	36.77	37.69	38.63	39.60	40.59	41.60	42.64	43.71	44.80	45.92	47.07	48.25	49.46	50.70	51.97
NOUn-11	Non-Union Grade 11	39.32	40.30	41.31	42.34	43.40	44.48	45.59	46.73	47.90	49.10	50.33	51.59	52.88	54.20	55.56	56.95
NOUn-12	Non-Union Grade 12	39.84	40.84	41.86	42.91	43.98	45.08	46.21	47.37	48.55	49.76	51.00	52.28	53.59	54.93	56.30	57.71
NOUn-13	Non-Union Grade 13	40.39	41.40	42.43	43.49	44.58	45.69	46.83	48.00	49.20	50.43	51.69	52.98	54.30	55.66	57.05	58.48
NOUn-14	Non-Union Grade 14	41.61	42.65	43.72	44.81	45.93	47.08	48.26	49.47	50.71	51.98	53.28	54.61	55.98	57.38	58.81	60.28
NOUn-15	Non-Union Grade 15	45.69	46.83	48.00	49.20	50.43	51.69	52.98	54.30	55.66	57.05	58.48	59.94	61.44	62.98	64.55	66.16
NOUn-16	Non-Union Grade 16	47.14	48.32	49.53	50.77	52.04	53.34	54.67	56.04	57.44	58.88	60.35	61.86	63.41	65.00	66.62	68.29
NOUn-17	Non-Union Grade 17	48.56	49.77	51.01	52.29	53.60	54.94	56.31	57.72	59.16	60.64	62.16	63.71	65.30	66.93	68.60	70.32
PWUn-01	PW Union Grade 1	27.67	28.36	29.07	29.80	30.54	31.30	32.08	32.88	33.70	34.54	35.40	36.29	37.20	38.13	39.08	40.06
PWUn-02	PW Union Grade 2	28.15	28.85	29.57	30.31	31.07	31.85	32.65	33.47	34.31	35.17	36.05	36.95	37.87	38.82	39.79	40.78
PWUn-03	PW Union Grade 3	28.16	28.86	29.58	30.32	31.08	31.86	32.66	33.48	34.32	35.18	36.06	36.96	37.88	38.83	39.80	40.79
PWUn-04	PW Union Grade 4	30.24	31.00	31.78	32.57	33.38	34.21	35.07	35.95	36.85	37.77	38.71	39.68	40.67	41.69	42.73	43.80
PWUn-05	PW Union Grade 5	32.20	33.01	33.84	34.69	35.56	36.45	37.36	38.29	39.25	40.23	41.24	42.27	43.33	44.41	45.52	46.66
PWUn-06	PW Union Grade 6	32.32	33.13	33.96	34.81	35.68	36.57	37.48	38.42	39.38	40.36	41.37	42.40	43.46	44.55	45.66	46.80
PWUn-07	PW Union Grade 7	32.74	33.56	34.40	35.26	36.14	37.04	37.97	38.92	39.89	40.89	41.91	42.96	44.03	45.13	46.26	47.42
PWUn-08	PW Union Grade 8	33.32	34.15	35.00	35.88	36.78	37.70	38.64	39.61	40.60	41.61	42.65	43.72	44.81	45.93	47.08	48.26
PWUn-09	PW Union Grade 9	34.75	35.62	36.51	37.42	38.36	39.32	40.30	41.31	42.34	43.40	44.49	45.60	46.74	47.91	49.11	50.34
PWUn-10	PW Union Grade 10	34.97	35.84	36.74	37.66	38.60	39.56	40.55	41.56	42.60	43.66	44.75	45.87	47.02	48.20	49.40	50.63
PWUn-11	PW Union Grade 11	35.20	36.08	36.98	37.90	38.85	39.82	40.82	41.84	42.89	43.96	45.06	46.19	47.34	48.52	49.73	50.97
PWUn-12	PW Union Grade 12	35.84	36.74	37.66	38.60	39.56	40.55	41.56	42.60	43.66	44.75	45.87	47.02	48.20	49.41	50.65	51.92

VILLAGE OF PALATINE
CY 2025 SALARY SCHEDULE

Grade Code	Grade Description	Hourly Rates								
		New Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
FDU-01	FD Union Grade 1	NA	27.57	28.89	31.18	32.68	34.25	35.89	37.15	38.45
FDU-02	FD Union Grade 2	NA	32.60	34.16	36.87	38.64	40.49	42.43	43.92	45.46
FDU-03	FD Union Grade 3	NA	37.04	38.82	41.90	43.91	46.02	48.23	49.92	51.67
FDU-04	FD Union Grade 4	NA	40.25	42.18	45.53	47.72	50.01	52.41	53.33	54.26
PDU-01	PD Union Grade 1	37.82	39.81	44.62	48.16	50.47	52.89	55.43	57.37	59.38

**VILLAGE OF PALATINE
CY 2025 SALARY SCHEDULE ADDENDUM**

Grade Code	Grade Description	Positions Assigned to Grade			
NOUn-01	Non-Union Grade 1	Community Service Officer	Animal Warden	Property Custodian	
NOUn-02	Non-Union Grade 2	Records Clerk	Customer Service Rep		
NOUn-03	Non-Union Grade 3	Assoc Env Health Practioner			
NOUn-04	Non-Union Grade 4	Support Services Specialist	Human Resources Rep		
NOUn-05	Non-Union Grade 5	Unassigned			
NOUn-06	Non-Union Grade 6	Utility Billing Clerk	Licensing Specialist		
NOUn-07	Non-Union Grade 7	Technical Support Specialist			
NOUn-08	Non-Union Grade 8	Management Analyst	Finance Clerk	Systems Specialist	Legal Assistant
NOUn-09	Non-Union Grade 9	Unassigned			
NOUn-10	Non-Union Grade 10	Inspector 1	Zoning & Code Compliance Officer		
NOUn-11	Non-Union Grade 11	Human Resources Generalist	Accountant 1	Finance Analyst	Planner 1
NOUn-12	Non-Union Grade 12	Unassigned			
NOUn-13	Non-Union Grade 13	Inspector 2			
NOUn-14	Non-Union Grade 14	Environmental Health Practioner	Police Social Worker		
NOUn-15	Non-Union Grade 15	Unassigned			
NOUn-16	Non-Union Grade 16	Public Works Coordinator			
NOUn-17	Non-Union Grade 17	Police Sergeant			
PWUn-01	PW Union Grade 1	Mechanic Assistant			
PWUn-02	PW Union Grade 2	Supply Controller			
PWUn-03	PW Union Grade 3	Unassigned			
PWUn-04	PW Union Grade 4	Mechanic 1			
PWUn-05	PW Union Grade 5	Unassigned			
PWUn-06	PW Union Grade 6	Maintenance Worker	Assistant Buiding Engineer		
PWUn-07	PW Union Grade 7	Unassigned			
PWUn-08	PW Union Grade 8	Utility/Meter Service Worker			
PWUn-09	PW Union Grade 9	Electrician			
PWUn-10	PW Union Grade 10	Team Leader	Acting Team Leader		
PWUn-11	PW Union Grade 11	Mechanic 2			
PWUn-12	PW Union Grade 12	Unassigned			
PDU-01	PD Union Grade 1	Police Officer			
FDU-01	FD Union Grade 1	Probationary Firefighter			
FDU-02	FD Union Grade 2	Firefighter/Paramedic			
FDU-03	FD Union Grade 3	Fire Lieutenant			
FDU-04	FD Union Grade 4	Fire Captain			

**VILLAGE OF PALATINE
CY 2025 SALARY SCHEDULE**

EXECUTIVE LEADERSHIP

		<u>Maximum</u>
Deputy Village Manager	Annual	\$ 214,245
Finance Director	Annual	\$ 214,245
Fire Chief	Annual	\$ 214,245
Police Chief	Annual	\$ 214,245
Public Works Director	Annual	\$ 214,245
Information Technology Director	Annual	\$ 214,245
Community Development Director	Annual	\$ 214,245
Human Resources Director	Annual	\$ 214,245

MANAGEMENT AND PROFESSIONAL

		<u>Maximum</u>
Planning & Zoning Director	Annual	\$ 179,060
Deputy Fire Chief	Annual	\$ 179,060
Deputy Police Chief	Annual	\$ 179,060
Village Engineer	Annual	\$ 179,060
Assistant Public Works Director	Annual	\$ 179,060
Fire Battalion/Division Chief	Annual	\$ 165,000
Police Commander	Annual	\$ 165,000
Assistant Finance Director	Annual	\$ 160,300
Public Works Superintendent	Annual	\$ 160,300
Systems Engineer	Annual	\$ 160,300
Assistant Village Engineer	Annual	\$ 160,300
Accounting Manager	Annual	\$ 144,270
Building Official/Plan Reviewer	Annual	\$ 144,270
Field Director, Environmental Health	Annual	\$ 144,270
Field Director, Neighborhood Services	Annual	\$ 144,270
Customer Service Supervisor	Annual	\$ 144,270
Fire Marshal	Annual	\$ 144,270
Human Resources Coordinator	Annual	\$ 144,270
Information Technology Administrator/Manager	Annual	\$ 134,225
Civil Engineer	Annual	\$ 134,225
Accountant 2	Annual	\$ 114,490
Planner 2	Annual	\$ 114,490
Assistant Civil Engineer	Annual	\$ 114,490
Deputy Village Clerk	Annual	\$ 101,525
Communications Coordinator	Annual	\$ 101,525

OTHER

		<u>Maximum</u>
Seasonal Snow Plow Operator	Hourly	\$ 31.62
Fire Inspector	Hourly	\$ 31.24
Cable TV/Video Operator	Hourly	\$ 24.16
Video Production Assistant	Hourly	\$ 24.16
Intern	Hourly	\$ 21.32
Seasonal Part Time	Hourly	\$ 24.16
Crossing Guard	Hourly	\$ 17.77
Project Manager	Hourly	\$ 75.00