



VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

OCTOBER 6, 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 - September 15, 2025
 - V. MAYOR'S REPORT**
 - A. As Submitted
 - VI. RECESS TO THE COMMITTEE OF THE WHOLE**
 - VII. COMMITTEE OF THE WHOLE**
 - A. POLICE POLICY & CODE SERVICES COMMITTEE**
DOUG MYSLINSKI, CHAIR
 - 1. Consider an Ordinance Granting a Lot Coverage Variation to be 55%, Instead of the Maximum Allowable 45%, for the Property at 255 N. Bothwell Street
Council District: Six
 - 2. Consider an Ordinance Granting a Special Use for a Fence in the Front Yard at 1480 W. Poplar Street
Council District: One
 - 3. Consider an Ordinance Granting a Live Entertainment Special Use Condition Review and a Special Use Amendment to Special Use Ordinance #O-91-23 to Permit Changes to the Live Entertainment Business Plan and Floor Plan at 1280 E. Dundee Road
Council District: Five
 - 4. As Submitted

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIR

1. Consider a Motion to Authorize the Village Manager to Execute an Agreement with BLA Incorporated for the Slade Street Design Engineering Services
Council District: Six
2. Consider a Discussion Regarding Downtown Parking Signage and Related Issues
Council District: Six
3. Consider an Ordinance Authorizing the Village Manager to Negotiate and Enter Into an Agreement for a TIF District Eligibility Study, Redevelopment Plan, and Designation Services for the Proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors
4. As Submitted

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, CHAIR

1. Consider a Motion Authorizing the Village Manager to Execute an Agreement for Managed IT Services with DeKind Computer Consultants
2. As Submitted

D. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIR

1. Consider a Motion to Authorize the Village Manager to Purchase 2026 Light-Duty Fleet Consistent with the Capital Improvement Plan
2. Consider a Motion Authorizing the Village Manager to Execute an Extension to the Service Agreement with Sikich CPA, LLC
3. As Submitted

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIR

1. As Submitted

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, 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 a Motion to Approve Warrant 2025 #19
- B. Consider an Ordinance Granting a Lot Coverage Variation to be 55%, Instead of the Maximum Allowable 45%, for the Property at 255 N. Bothwell Street
Council District: Six
- C. Consider an Ordinance Granting a Special Use for a Fence in the Front Yard at 1480 W. Poplar Street
Council District: One
- D. Consider an Ordinance Granting a Live Entertainment Special Use Condition Review and a Special Use Amendment to Special Use Ordinance #O-91-23 to Permit Changes to the Live Entertainment Business Plan and Floor Plan at 1280 E. Dundee Road
Council District: Five
- E. Consider a Motion to Authorize the Village Manager to Execute an Agreement with BLA Incorporated for the Slade Street Design Engineering Services
Council District: Six
- F. Consider an Ordinance Authorizing the Village Manager to Negotiate and Enter Into an Agreement for a TIF District Eligibility Study, Redevelopment Plan, and Designation Services for the Proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors
- G. Consider a Motion Authorizing the Village Manager to Execute an Agreement for Managed IT Services with DeKind Computer Consultants
- H. Consider a Motion to Authorize the Village Manager to Purchase 2026 Light-Duty Fleet Consistent with the Capital Improvement Plan
- I. Consider a Motion Authorizing the Village Manager to Execute an Extension to the Service Agreement with Sikich CPA, LLC

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 COUNCIL & COMMITTEE OF THE WHOLE
SEPTEMBER 15, 2025 AT 7:00 PM

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

MINUTES

REGULAR MEETING

7:00 PM

I. CALL TO ORDER

Mayor Schwantz called the meeting to order at 7:00 PM.

II. ROLL CALL

PRESENT :	Mayor Jim Schwantz, Councilman District 1 Greg Langer, Councilman District 2 Scott Lamerand, Councilman District 3 Doug Myslinski, Councilman District 4 Joe Falkenberg, Councilman District 5 Kollin Kozlowski, Councilman District 6 Brad Helms
ABSENT :	

Also Present:

Village Clerk Maureen Pasqualucci, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, 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, Deputy Chief David Brandwein, Fire Chief Patrick Gratziana, Deputy Fire Chief Scott Mackeben, IT Director Larry Schroth, Director of Human Resources Monika Pandya, and Deputy Clerk Kristin La Russo

III. PLEDGE TO THE FLAG

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

IV. APPROVAL OF MINUTES

A. Village Council & Committee of the Whole - Regular Meeting - September 2, 2025

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Doug Myslinski
SECONDER:	Greg Langer
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

V. MAYOR'S REPORT**A. Resolution of Appreciation for Fire Chief Patrick Gratziana**

Mayor Schwantz recognized Patrick Gratziana for his 30 years of service to the Village of Palatine.

Patrick Gratziana expressed his pride and gratitude to the mayor, the village, and the residents.

B. Badge Pinning of Scott Mackeben as Fire Chief

Mayor Schwantz welcomed the newly appointed Fire Chief Scott Mackeben. A badge pinning ceremony took place, and the retiring Fire Chief Patrick Gratziana presented an engraved badge to Scott Mackeben and congratulated him.

C. As Submitted

Mayor Schwantz announced upcoming events:

Friday, September 19 – Saturday, September 20:

Knights of Columbus Tootsie Roll Drive

Friday, September 19 – Sunday, September 21:

Rotary Club of Palatine Oktoberfest Celebration

Corner of Smith and Slade Streets

Sunday, September 21: 1 PM – 4 PM

Palatine Historical Society Cemetery Walk

Hillside Cemetery

Saturday, September 27: 8:00 AM – 10:00 AM

11th Annual Hawk Hustle 3K Fun Run

Hunting Ridge Elementary School

Decorated Scarecrows, for the 18th Annual Scarecrows on Parade, are due the morning of Saturday, September 20, at the Firefighters' Memorial (corner of Brockway and Slade Streets). The award ceremony will take place at approximately 12:30 PM on the Rotary Club's Oktoberfest stage.

VI. RECESS TO THE COMMITTEE OF THE WHOLE

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Brad Helms
SECONDER:	Greg Langer
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

VII. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE SCOTT LAMERAND, CHAIR

1. Consider an Ordinance Granting a Preliminary & Final Planned Development and a Resolution Granting a Preliminary & Final Plat of Subdivision for a Four-Lot Single-Family Residential Subdivision at 720 & 684 W. Ruhl Road and 1808, 1815 & 1817 W. Rosiland Road
Council District: Three

Director of Planning & Zoning Ben Vyverberg presented the petitioners Preliminary & Final Planned Development located at 720 & 684 W. Ruhl Road and 1808, 1815 & 1817 W. Rosiland Road. The current subdivision exists as five lots and is proposed as a four-lot development. Vyverberg discussed setbacks, a uniform driveway, architectural plans, landscaping to include a tree preservation plan, and grading. The petitioner will be preserving a portion of the trees.

Vyverberg mentioned one question from a resident about stormwater and discussed a water retention basin, flowage, and transfer.

Councilman Myslinski commented on the quality of the home and the preservation efforts.

Thomas McCabe, Civil Engineer with Smith LaSalle, 1102 Pacific Ave, Franklin Park, was in attendance to answer any questions from Council.

Councilman Lamerand expressed appreciation for the work on this Planned Development.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Doug Myslinski
SECONDER:	Joe Falkenberg
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

2. As Submitted
Nothing was submitted.

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

1. 1170 E. Dundee Road (Council District: Four)

The motion was to approve items A. and B.

- a. Consider an Ordinance Granting a Special Use to Permit a Restaurant and Bar (Billiards and Snooker) at 1170 E. Dundee Road
Council District: Four
- b. Consider an Ordinance Amending the Code of Ordinances Chapter 3, Section 3-25 Liquor Licenses Increasing Class D (Restaurant) Liquor Licenses by One for Gentlemen Billiards Bar & Grill Located at 1170 E. Dundee Road
Council District: Four

Director of Planning & Zoning Ben Vyverberg discussed a property in a vacant space within the Laredo Shopping Center at 1170 E. Dundee Road. The petitioner is offering a full-service restaurant and bar to include multiple billiard tables and will host monthly billiard tournaments. The owner and security staff will meet with the Police Department to finalize a security plan before any billiard events take place. The petitioner is not requesting music, DJ or live entertainment at the establishment.

Vyverberg mentioned the petitioners' experience running a similar facility.

Botidan Stakhura, owner, is requesting a Special Use for approval of a Class D (restaurant) Liquor License for the restaurant/bar at 1170 E. Dundee Road and was in attendance to answer any questions regarding the proposed space.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Joe Falkenberg
SECONDER:	Scott Lamerand, Greg Langer
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

2. Consider a Motion Approving a License Agreement to Allow for the Reconstruction of an Existing Driveway in the N. Forest Avenue Right-of-Way, South of W. North Street
Council District: One

Director of Planning & Zoning Ben Vyverberg spoke about the Petitioners request for a building permit to reconstruct an existing driveway and a license agreement would be required to memorialize the driveway encroachment. Vyverberg mentioned that there is a future possibility of a Single-Family Residence to be built on the property to the West.

Councilman Helms questioned the property access at 1215 N. Forest Avenue and Vyverberg responded that the property owner will have the ability to request access through a license agreement.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Greg Langer
SECONDER:	Joe Falkenberg
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

3. Consider an Ordinance Amending Chapter 18 - Traffic - Regarding Untitled Motor Driven Vehicles of the Code of Ordinances of the Village of Palatine

Village Manager Reid Ottesen spoke about two updates related to the ongoing discussion of electric bike regulations:

1. E-bikes are allowed with a learners' permit at age 15 instead of age 16 with a driver's license.
2. E-bikes are allowed at age 18 and above without any license requirement.

Resident Ms. Lyn Griesmeyer of 3609 Wilke Road, Rolling Meadows, asked about helmets and Ottesen replied that helmets are required.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Jim Schwantz
SECONDER:	Brad Helms
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

4. As Submitted

Nothing was submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

1. Consider a Motion to Affirm the Purchase of a Police Vehicle

Village Manager Reid Ottesen discussed the purchase of a police vehicle due to a vehicular accident. Ottesen explained that the vehicle was in the budget to be replaced next year, and that next year's budget will be reduced by a similar amount.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Brad Helms
SECONDER:	Joe Falkenberg
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

2. As Submitted

Nothing was submitted.

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

1. Consider a Resolution Recommending Halloween Trick-or-Treat Hours for October 31, 2025

A resolution was presented for recommended Halloween Trick-or-Treat hours on October 31, 2025 from 3:00 PM to 7:00 PM.

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Jim Schwantz
SECONDER:	Kollin Kozlowski
AYES:	Jim Schwantz, Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

2. As Submitted

Nothing was submitted.

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

1. As Submitted

Nothing was submitted.

F. BUSINESS FINANCE & BUDGET COMMITTEE
JOE FALKENBERG, CHAIR

1. As Submitted

Nothing was submitted.

VIII. RECONVENE THE VILLAGE COUNCIL MEETING

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Brad Helms
SECONDER:	Greg Langer
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

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:	MOTION APPROVED BY ROLL CALL
MOVER:	Scott Lamerand
SECONDER:	Doug Myslinski
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

- A. Consider a Motion to Approve Warrant 2025 #18
- B. Consider an Ordinance Granting a Preliminary & Final Planned Development and a Resolution Granting a Preliminary & Final Plat of Subdivision for a Four-Lot Single-Family Residential Subdivision at 720 & 684 W. Ruhl Road and 1808, 1815 & 1817 W. Rosiland Road
Council District: Three

Ordinance #O-89-25
Resolution #R-19-25
- C. Consider an Ordinance Granting a Special Use to Permit a Restaurant and Bar (Billiards and Snooker) at 1170 E. Dundee Road
Council District: Four

Ordinance #O-90-25
- D. Consider an Ordinance Amending the Code of Ordinances Chapter 3, Section 3-25 Liquor Licenses Increasing Class D (Restaurant) Liquor Licenses by One for Gentlemen Billiards Bar & Grill Located at 1170 E. Dundee Road
Council District: Four

Ordinance #O-91-25

- E. Consider a Motion Approving a License Agreement to Allow for the Reconstruction of an Existing Driveway in the N. Forest Avenue Right-of-Way, South of W. North Street Council District: One
- F. Consider a Motion to Affirm the Purchase of a Police Vehicle
- G. Consider a Resolution Recommending Halloween Trick-or-Treat Hours for October 31, 2025

Resolution #R-20-25

X. REPORTS OF STANDING COMMITTEES**A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE**
GREG LANGER, CHAIR

- 1. As Submitted

No Report.

B. BUSINESS FINANCE & BUDGET COMMITTEE
JOE FALKENBERG, CHAIR

- 1. As Submitted

No Report.

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE
SCOTT LAMERAND, CHAIR

- 1. As Submitted

No Report.

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

- 1. As Submitted

No Report.

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

- 1. As Submitted

No Report.

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

1. Consider an Ordinance Granting a Special Use to Permit a Kennel (Dog Daycare & Boarding) at 541 - 569 E. Dundee Road
Council District: Three

Director of Planning & Zoning Ben Vyverberg discussed the topic of Acoustiblock, drywall and other materials, intended to minimize sound transmission. Vyverberg also spoke about the driveway door and a noise study done in 2019.

Mayor Schwantz requested staff's recommendation and Vyverberg responded about noise concerns and maintained the original recommendation of denial.

Councilman Helms asked if the skylights provided cross ventilation.

Councilman Myslinski reiterated noise concerns and asked if they are willing to close windows.

Talar Berberian, attorney at Thompson Coburn, 35 E. Monroe, Chicago, thanked the council for working with them on this plan. Ms. Berberian responded that the skylights are only for light, no ventilation, and that there have been no noise issues at other locations in other states. Ms. Berberian also spoke about keeping an open line of communication with residents.

Zack Nisbet, K9 resorts, responded that they will not be closing all the windows and that cross ventilation is not necessary.

Village Manager Reid Ottesen spoke about Condition seven, and said that if a noise issue occurs, Council has the right to request window closure in response to noise complaints.

Bridget Goggin, CRC, 1427 E. Clarkview, Baltimore, MD represented ownership and will continue working to meet the standards the Village of Palatine has requested.

RESULT:	MOTION APPROVED BY ROLL CALL
MOVER:	Brad Helms
SECONDER:	Joe Falkenberg
AYES:	Greg Langer, Doug Myslinski, Kollin Kozlowski, Brad Helms
NAYS:	Scott Lamerand, Joe Falkenberg

Ordinance #O-92-25

2. Consider an Ordinance Amending Chapter 18 - Traffic - Regarding Untitled Motor Driven Vehicles of the Code of Ordinances of the Village of Palatine

This item was Continued from a prior discussion from September 2, 2025 Village Council meeting.

RESULT:	MOTION APPROVED BY ROLL CALL
MOVER:	Brad Helms
SECONDER:	Kollin Kozlowski
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

Ordinance #O-93-25

3. 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

Dianna Rushing, 1165 W. Tern Drive, Palatine, asked about the status of early voting facilities.

Village Manager Reid Ottesen maintained that this matter falls under Cook County's responsibility. Locations that have previously been suggested by the Village to Cook County are: St Thomas of Villanova and the Police Department.

Mayor Schwantz commented that Village Hall is viable for off-cycle elections and Ottesen mentioned early voting is not viable at Village Hall for national elections.

Resident Lyn Griesmeyer of 3609 Wilke Road, Rolling Meadows, IL asked about early voting sites.

XIV. ADJOURNMENT

RESULT:	MOTION APPROVED BY VOICE VOTE
MOVER:	Brad Helms
SECONDER:	Doug Myslinski
AYES:	Greg Langer, Scott Lamerand, Doug Myslinski, Joe Falkenberg, Kollin Kozlowski, Brad Helms
NAYS:	None

MEETING ADJOURNED - 8:01 PM

SUBMITTED BY:

Maureen Pasqualucci
Village Clerk

**Consider an Ordinance Granting a Lot Coverage Variation to be 55%,
Instead of the Maximum Allowable 45%, for the Property at 255 N.
Bothwell Street**

BACKGROUND:

The Subject Property, zoned R-2 Single-Family District, contains approximately 8,712 square feet. The property is currently improved with a single-family home, detached garage, and other related improvements.

The Petitioners are seeking a variation to exceed the maximum lot coverage in the R-2 District. The existing lot coverage is approximately 53% and the Petitioner is proposing to construct a deck on the rear of the home. In conjunction with the proposed new deck, the Petitioners also intend to remove certain impervious surfaces, including a set of concrete steps and an approximately 42-foot long sidewalk to the rear yard. Excepting the total coverage relief, the deck complies with all the other zoning and setback requirements of the code. The deck is approximately 240 square feet and would lead from the rear of the home onto a landing/stairs into the rear of the yard. Therefore, the Petitioner is requesting approval of the following:

Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%.

KEY ISSUES:

- The Petitioners are proposing to improve their existing home, by adding a deck on the east side of the home, which transitions into the rear yard. As an existing circumstance, the property maintains a lot coverage of 53%, which is legally non-conforming.
- In addition to the proposed deck, the Petitioners would remove an existing 42-foot deep sidewalk into the rear yard and a section of concrete steps on the south side of the home.
- The platting of the lots in this area of the Village date from 1877 through 1903 and are among the earliest subdivisions in Palatine. As a result, the subject property and the vast majority of lots in these neighborhoods are substandard for the current lot widths and area.
- The Petitioners also noted that all the surrounding lots have similar improvements and are of similar size.
- The Village Engineer reviewed the proposed plans and does not have any concerns about the proposed improvements. Additionally, there are no issues of stormwater management problems or localized flooding instances or flooding complaints in this area.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on September 9, 2025.

Residents testifying: None.

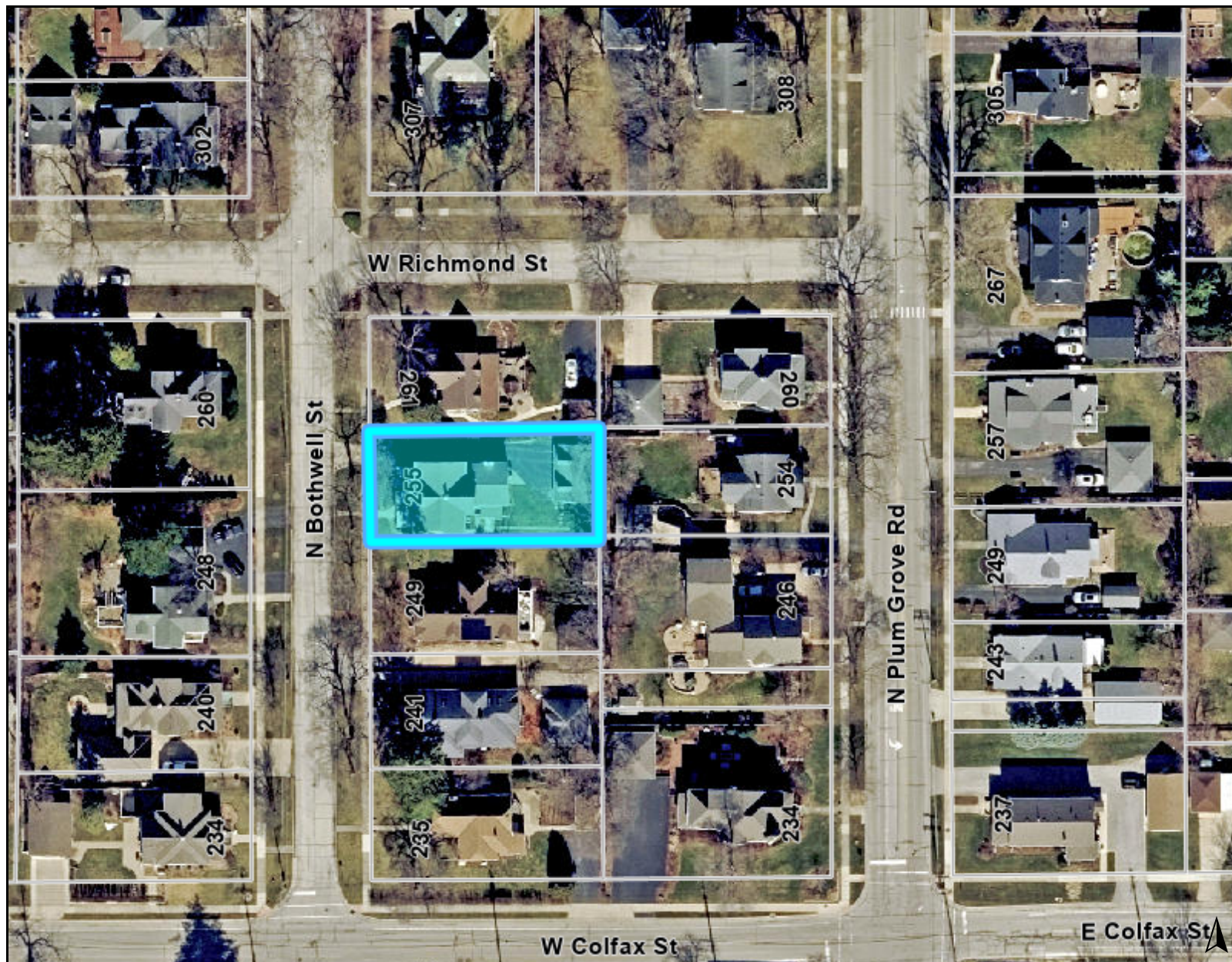
Vote: The PZC voted unanimously to approve the Lot Coverage Variation and Staff concurs.

ACTION REQUIRED:

A motion to approve an Ordinance Granting a Variation for Lot Coverage.

ATTACHMENTS:

1. Aerial Map
2. ORD VAR - 255 N. Bothwell Street
3. EXHIBIT - Plat with proposed new deck
4. EXHIBIT - Bothwell deck plan
5. September 9, 2025 PZC meeting materials
6. September 9, 2025 -PZC minutes
7. Public Notice



Legend

0 150 300
ft

Print Date: 9/5/2025

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.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION AT
255 N. BOTHWELL STREET**

WHEREAS, pursuant to a petition and public hearing on September 9, 2025, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Variation to permit lot coverage on the subject property to be 55%, instead of the maximum permitted 45%, pursuant to Section 10.06 (g) (1) (b) of the Palatine Zoning Ordinance, on the following legally described property:

LOT 6 IN BLOCK 1 IN RICHMOND SUBDIVISION OF BLOCKS 1 AND 2 IN ASSESSOR'S DIVISION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 255 N. Bothwell Street, Palatine, IL 60067 (PIN – 02-15-406-002-0000)

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

SECTION 1: A Variation to permit lot coverage on the subject property to be 55%, instead of the maximum permitted 45%, pursuant to Section 10.06 (g) (1) (b) of the

Palatine Zoning Ordinance is hereby granted, subject to the following condition:

- 1. The Variation shall substantially conform to the site and deck plans, including the impervious surface removal, prepared by the Petitioners, and attached hereto as Exhibit 'A', except where revisions are necessary to comply with Village Codes and Ordinances.**

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

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

PASSED: This _____ day of _____, 2025

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

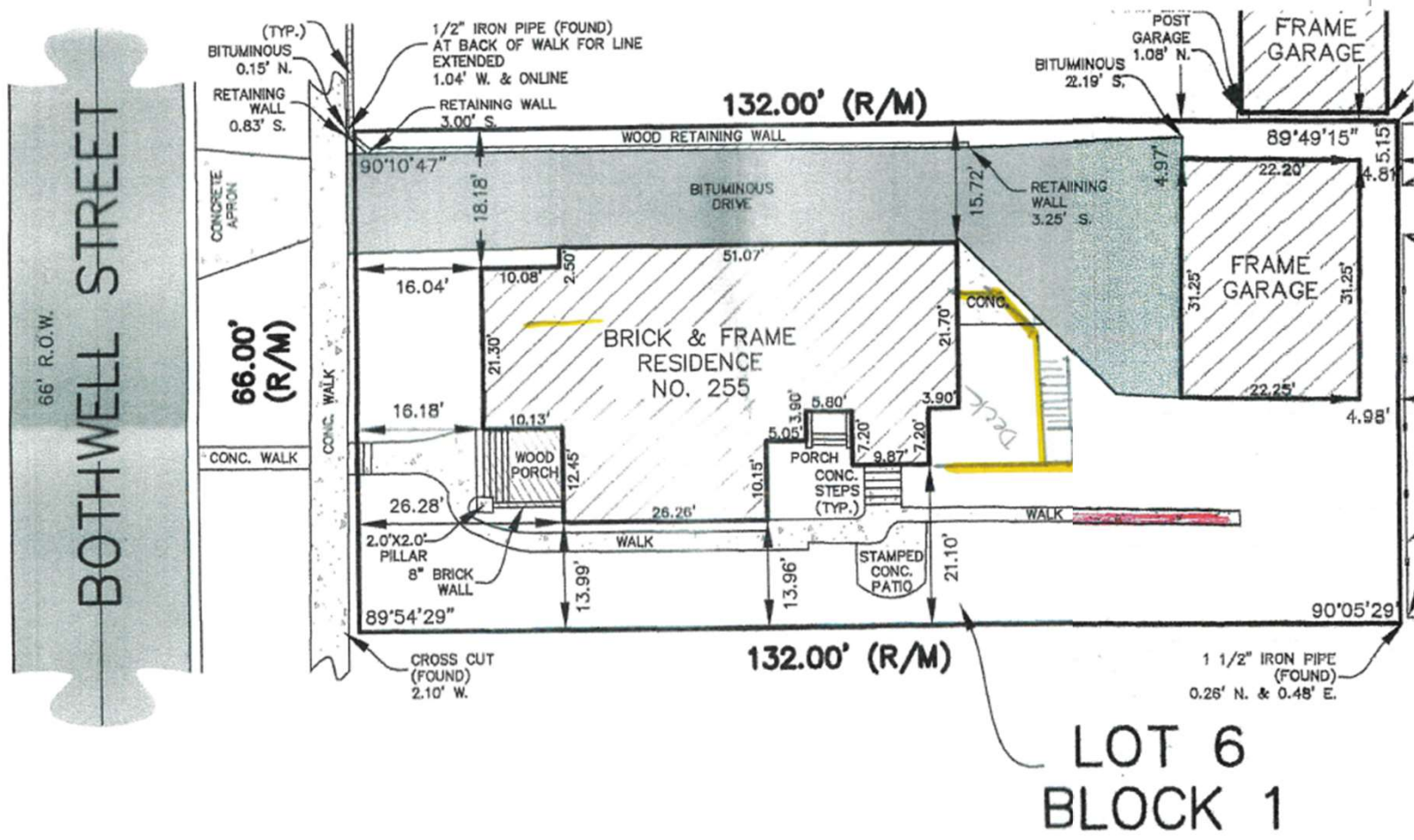
APPROVED by me this _____ day of _____, 2025

Mayor of the Village of Palatine

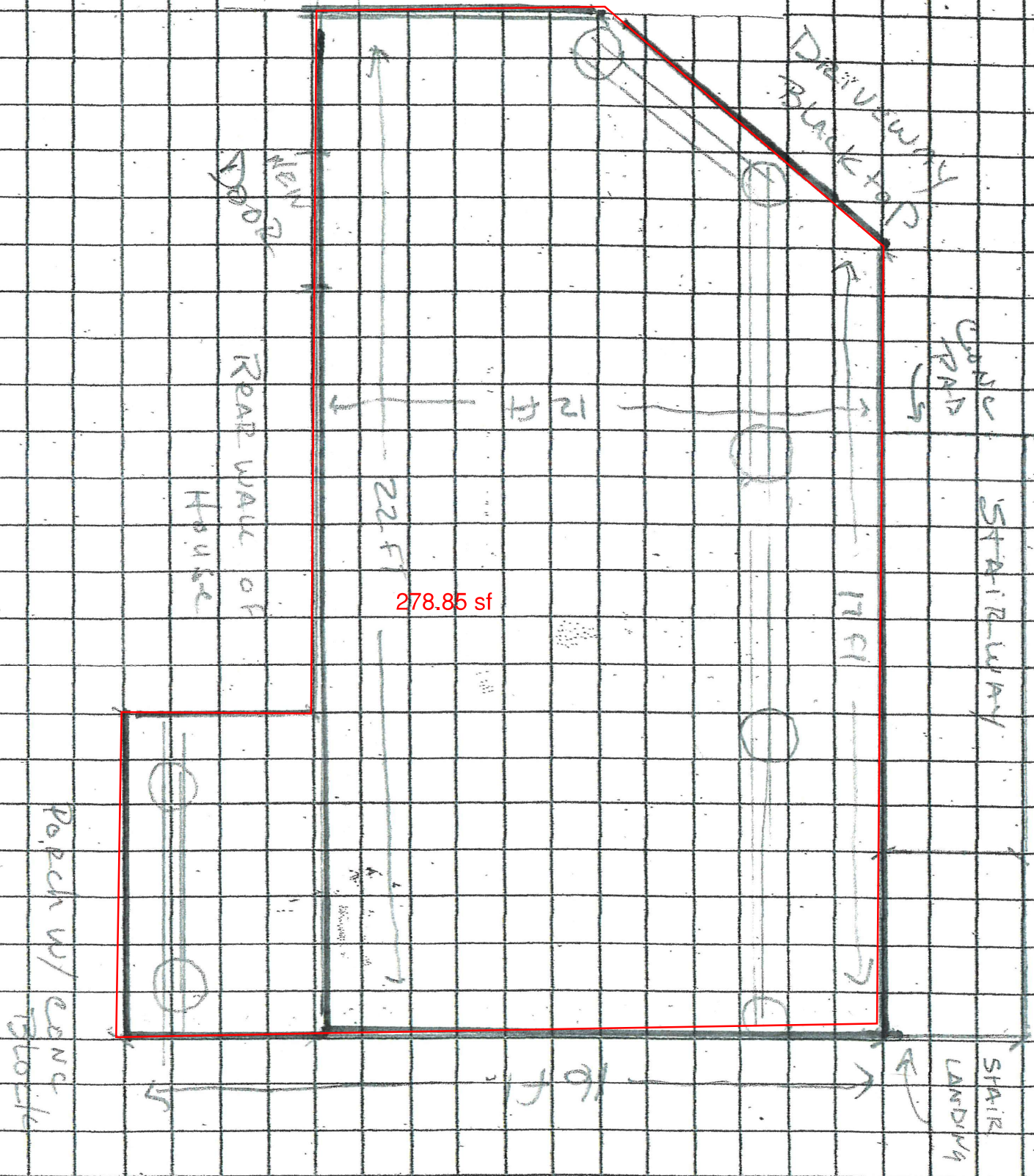
ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2025

Village Clerk



Proposed Deck
255 N. Bothwell
MALCOLM Residence
1 square = 1 ft





**VILLAGE OF PALATINE
PLANNING AND ZONING COMMISSION**

255 N. Bothwell Street - Variation
September 9, 2025

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Ben Vyverberg

PETITIONER: Norm and Merry Ellen Malcolm

PLAN NUMBER: VAR-000208-2025

BACKGROUND:

The Subject Property is zoned R-2, Single-family District and the lot area is 8,712 SF. The property is currently improved with a single-family residential home and detached garage in the rear yard.

The Petitioners are seeking Variation to exceed the maximum lot coverage in the R-2 district. The current lot coverage exists at approximately 53%. The Petitioner would like to add a deck to the rear of the home. As part of the plan to add the deck, the Petitioners also intend to remove certain impervious surfaces, including a set of concrete steps and approximately 42-foot deep sidewalk, leading east into the rear yard. With the exception of the total coverage relief, the deck would comply with all of the other zoning and setback requirements of the code. The deck is approximately 240 square feet and would lead from the rear of the home onto a landing/stairs into the rear of the yard. Therefore, the Petitioner is requesting:

- 1. Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%.**

The Subject Property are currently zoned: R-2 Single Family Residential District.

Surrounding Zoning/Uses:

North	R-2 Single-family residential district
South:	R-2 Single-family residential district
East:	R-2 Single-family residential district
West:	R-2 Single-family residential district

KEY ISSUES:

- The Petitioners would like to make improvements to their existing home and add a deck on the east side of the home, which would transition into the rear yard. As an

existing circumstance, the property maintains a lot coverage of 53% and is legally non-conforming.

- In addition to proposed deck, the Petitioners also intend to remove an existing 42-foot deep sidewalk into the rear yard and a section of concrete steps on the south side of the home.
- The platting of the lots in this area of the Village date from 1877 through 1903 and are among the earliest subdivisions in Palatine. As a result, the subject property and the vast majority of lots in these neighborhoods are substandard for the current lot widths and area.
- The Petitioners also noted that all of the surrounding lots have similar improvements and those properties are of similar size.
- The Village Engineer reviewed the proposed plans and does not have any concerns about the proposed improvements. Additionally, there are no issues of stormwater management problems or localized flooding instances or flooding complaints in this area.

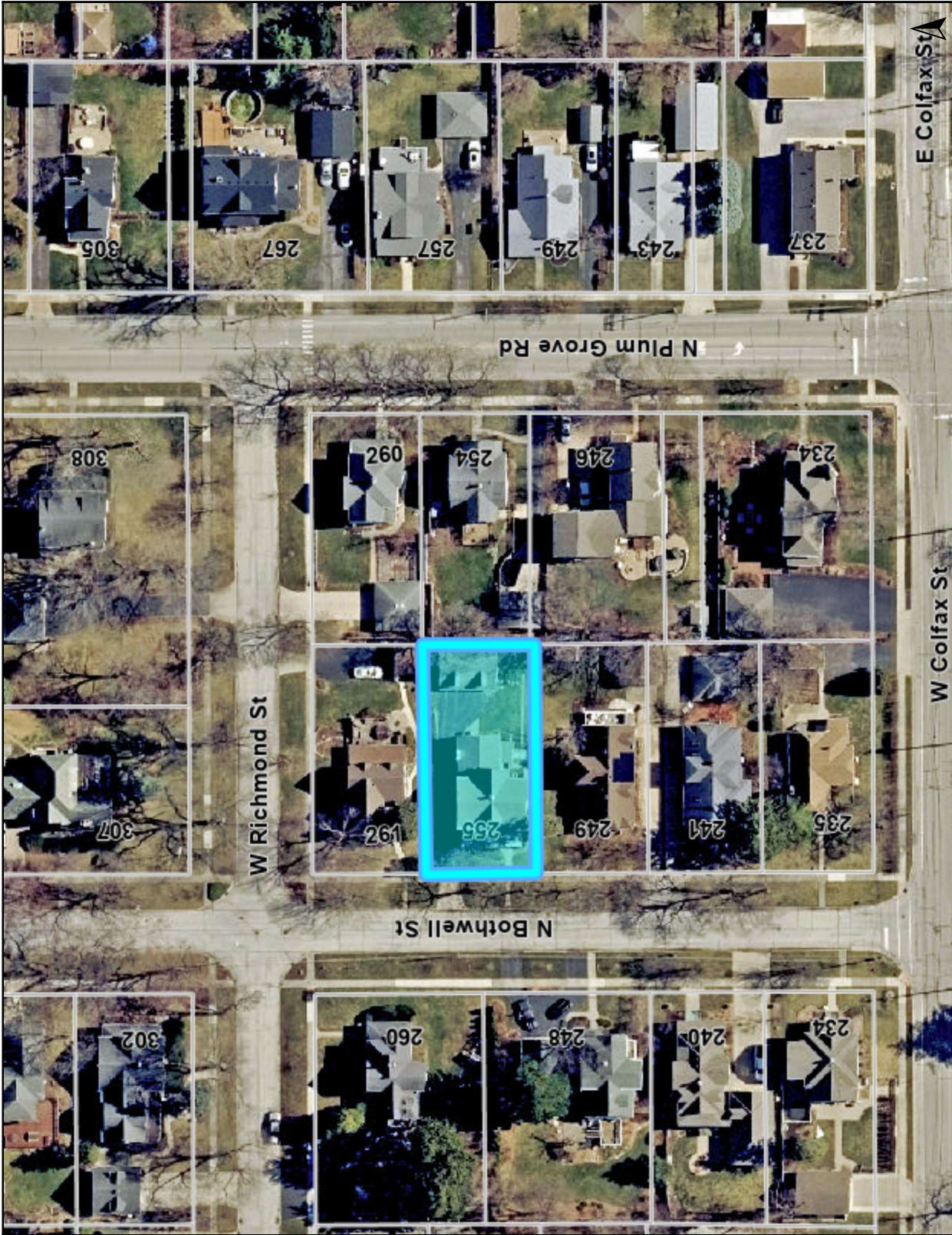
STANDARDS FOR A VARIATION: Standards for a Variation are found in Section 14.03 D (1) and (2) of the Zoning Code. Specifically, the Petitioners must show that the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located; that the plight of the owner is due to unique circumstances; and that the variation, if granted, will not alter the essential character of the locality. The Petition for Variation is attached, and the Petitioners have attempted to address the required standards.

STAFF RECOMMENDATION:

As an existing circumstance, the home exceeds the maximum lot coverage in the R-2 zoning district. This is in large part due to the narrower lot size, detached garage, and existing improvements. Although the Petitioners are proposing to add a new deck to the rear of the home, there will also be existing impervious areas removed from the property. The proposed improvements should not impact the surrounding properties or alter the essential character of the neighborhood'

Therefore, staff recommends approval of the Variation, subject to the following conditions:

1. The Variation shall substantially conform to the site and deck plans, including the impervious surface removal, prepared by the Petitioners, and attached hereto as Exhibit 'A', except where revisions are necessary to comply with Village Codes and Ordinances.



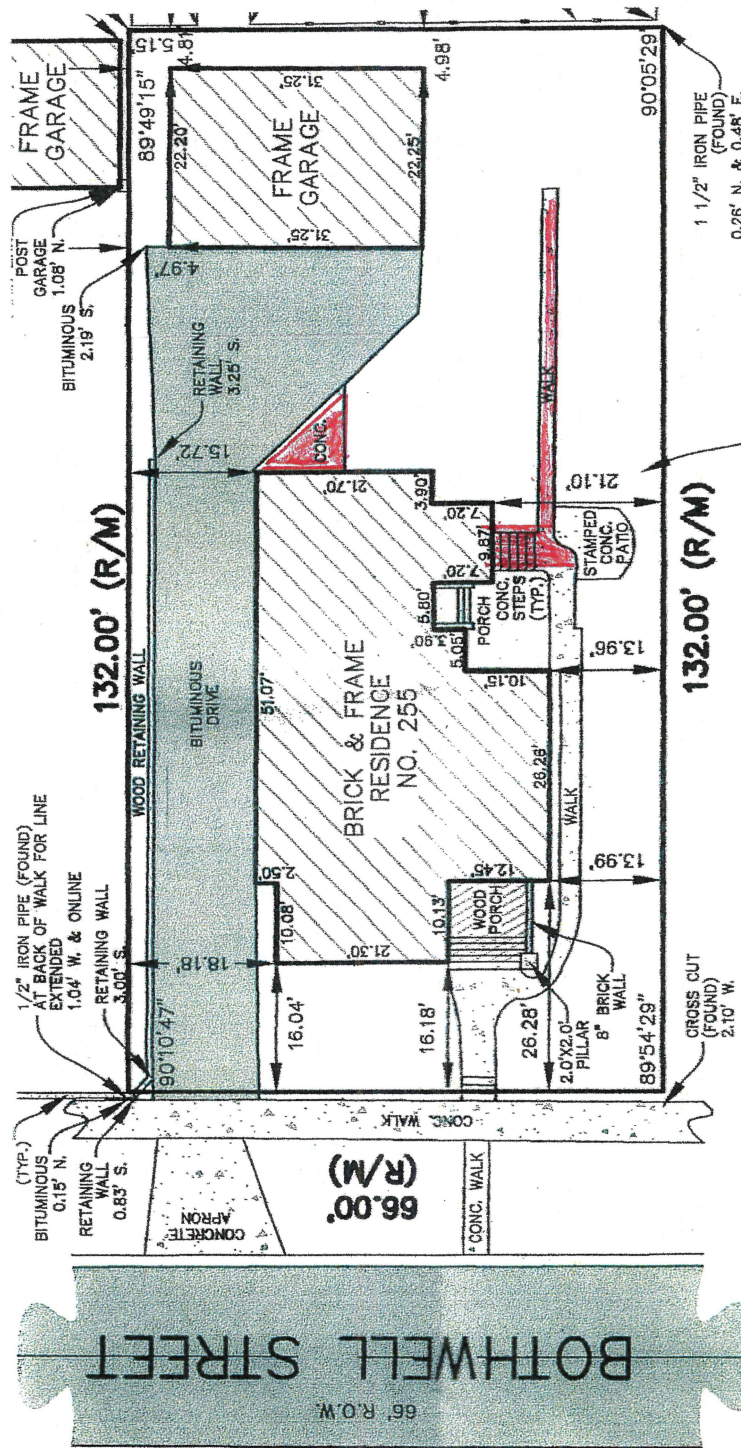
Legend

Notes

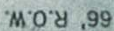
Print Date: 9/5/2025



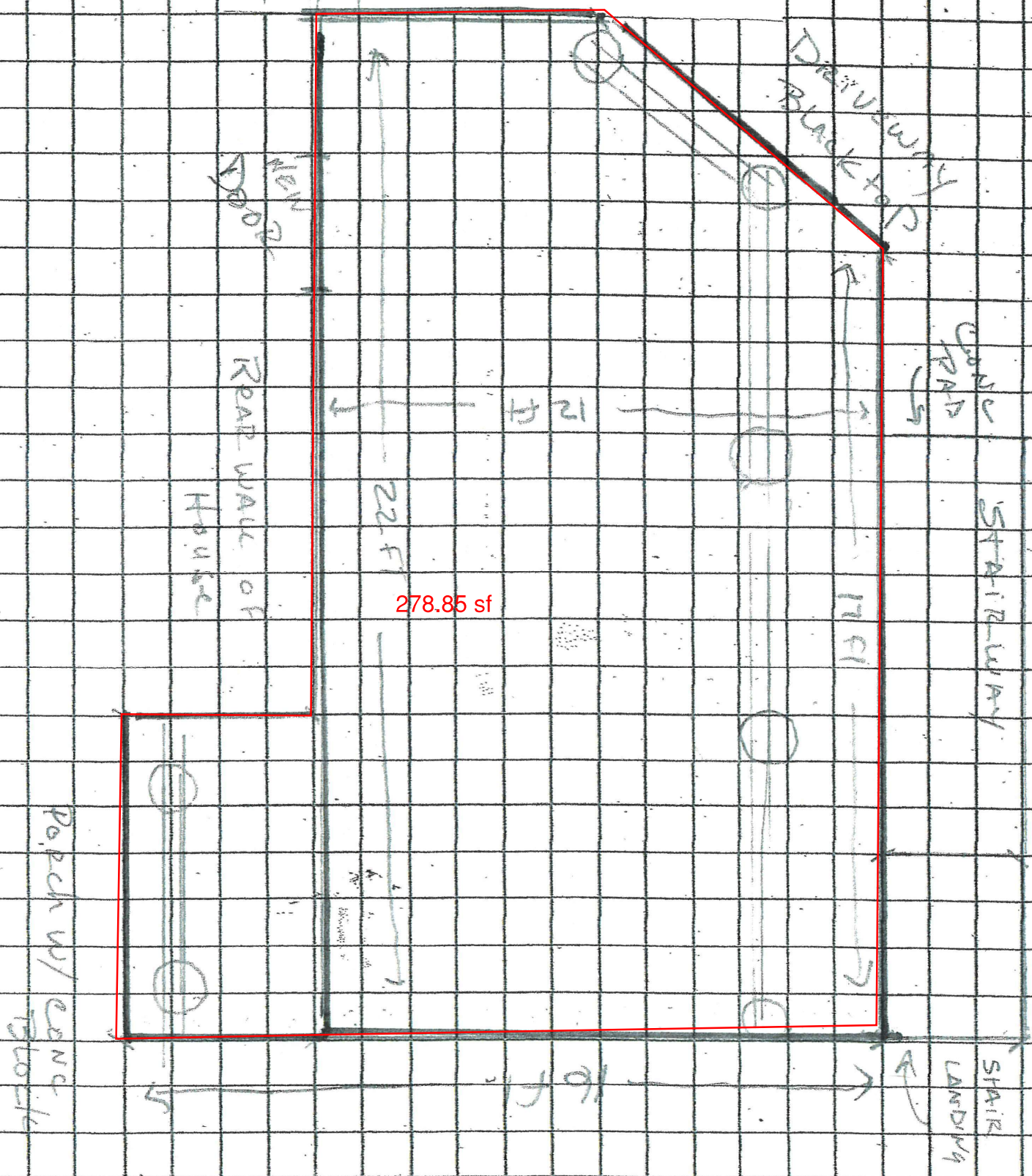
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently 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.



*HARD SURFACE
to be removed in Red*



Proposed Deck
255 N. Bothwell
MALCOLM Residence
1 square = 1 ft



Required Materials

- ☐ Filing Fee of \$ _____
- ☐ Application Form
- ☐ Plat of Survey (must show all current improvements and be sealed by an Illinois certified surveyor)
- ☐ Site Plan & Floor plan (dimension, location, and setbacks of all existing and proposed buildings) – **one 11x17 copy each, electronic version preferred**
- ☐ Real Estate Interest Disclosure Form (see attached)
- ☐ Proof of Ownership or Lease (e.g. Title Insurance Policy, Deed, or Purchase Contract)

Additional Materials (as required by the Village)

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

Petitioner Justification

The Petitioner is required to present specific evidence related to each of the following standards to justify the request (paraphrased from Section 14.03 of the Palatine Zoning Ordinance). Answer the items below and attach a separate sheet if necessary. ***If you are applying for a Special Use only, you do not need to answer these items.***

1. That the property cannot yield a reasonable return if used only under the conditions allowed by the regulations governing the zoning district in which it is located

Our house was built in 1870 and sits on a small lot. We have already agreed to remove some of the hard lot surfaces.

2. That the plight of the owner is due to unique circumstances

This lot is already in excess of the lot coverage standard.

3. That the variation, if granted, will not alter the essential character of the locality

This project will in no way alter the neighborhood character. The two adjacent lot have similar decks already.

4. In order to supplement the above standards, the Zoning Board of Appeals may also consider the following:

- a. The particular surroundings, shape, or topographical conditions of the property
- b. A unique hardship for the property not generally applicable to other properties in the same zoning district
- c. The request is not based on a desire to make more money out of the property
- d. The petitioner has not created the alleged hardship for the property
- e. The request will not be detrimental to the public welfare or other properties in the neighborhood
- f. The request will not impair the supply of light and air to adjacent properties, substantially increase the danger of fire, endanger the public safety, or substantially diminish or impair neighboring property values

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday September 9, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%

The property is commonly known as 255 N. Bothwell Street.

The Petitioner is proposing to construct a new deck of approximately 278 square feet on the east side of the existing home. As part of the application, the Petitioner is also proposing to remove impervious surfaces existing in the side and rear yards. As an existing condition, the property maintains a lot coverage of 53%

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

FILE #: VAR-000208
-2025 VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 21st day of August 2025

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of PALATINE 255 N. BOTHWELL ST.



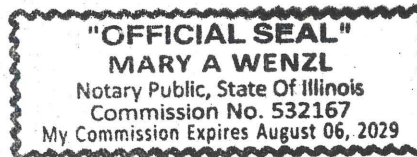
County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 21ST day of AUGUST, A.D. 2025, and the last publication thereof was made on the 21ST day of AUGUST, A.D. 2025.

Your Legal appeared in
the following Journal & Topics
Newspapers
(Des Plaines Journal, Inc.)

- ☐ Des Plaines Journal
- ☐ Elk Grove Village Journal
- ☐ Mt. Prospect Journal
- ☐ Niles Journal
- ☐ Park Ridge-Golf Mill Journal
- ☐ Prospect Heights Journal
- ☐ Rosemont Journal
- ☐ Arlington Heights Topics
- ☐ Buffalo Grove Topics
- ☒ Palatine Topics
- ☐ Rolling Meadows Topics
- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal



Mary A. Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 21ST day of AUGUST, A.D., 2025.

By Todd Wessell

President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 21ST day of AUGUST, A.D., 2025.

My commission expires the 6TH day of AUGUST, A.D., 2029.



PLANNING AND ZONING COMMISSION

SEPTEMBER 9, 2025 AT 7:00 PM

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

MINUTES

REGULAR MEETING

7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

- A. Planning and Zoning Commission — Regular Meeting — August 26, 2025

IV. PUBLIC HEARING

- A. 204 S Ashland Avenue

1. To be continued to the September 23, 2025 Planning and Zoning Commission Meeting

RESULT:	CONTINUED TO SEPTEMBER 23RD, 2025
MOVER:	Kevin Cavanaugh
SECONDER:	Cindy Roth Wurster
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Kevin Cavanaugh, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

- B. 255 N. Bothwell Street -

1. Variation to allow the total lot coverage to be 55%, instead of the maximum allowable 45%

VAR-000207-2025 – 255 N Bothwell Street

Notice was published in the Journal & Topics on August 21st, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. **Application**
2. **Site & Deck Plans**
3. **Real Estate Disclosure**
4. **Proof of ownership**
5. **Public notice**

Background:

Mr Vyverberg provides background – states The Subject Property is zoned R-2, Single-family District and the lot area is 8,712 SF. The property is currently improved with a single-family residential home and detached garage in the rear yard. The Petitioners are seeking Variation to exceed the maximum lot coverage in the R-2 district. The current lot coverage exists at approximately 53%. The Petitioner would like to add a deck to the rear of the home. As part of the plan to add the deck, the Petitioners also intend to remove certain impervious surfaces, including a set of concrete steps and approximately 42-foot deep sidewalk, leading east into the rear yard. With the exception of the total coverage relief, the deck would comply with all the other zoning and setback requirements of the code. The deck is approximately 240 square feet and would lead from the rear of the home onto a landing/stairs into the rear of the yard. The Petitioner is requesting a Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%. The current lot coverage is 53%, as an existing condition. The Subject Property is currently zoned: R-2 Single Family Residential District.

Sworn in petitioner:

Norman and Merry Ellen Malcolm – 255 N Bothwell Street

Mr. Malcolm stated they have resided at the property for 45 years. The home, one of the oldest in Palatine, was built in 1870. He explained that the original porch lift had been removed, and they are requesting approval to build a deck. The first floor sits 6 feet above grade, and a deck would provide better access to the garage and driveway. While some hard surfaces would be removed to reduce lot coverage, the property would still be slightly above the required amount.

Commissioner Bettenhausen asked if the existing patio would be removed.

Mr. Malcolm responded that they would prefer to keep it.

Commissioner Roth-Wurster asked if any neighbors had been contacted.

Mr. Malcolm stated that both adjacent neighbors have decks and they have no objections.

Commissioner Kolososki asked if the stairway to the deck was included in the square footage calculation.

Mr. Malcolm stated he was not certain.

Mr. Vyverberg confirmed the stairway is included in the calculation.

Mr. Vyverberg explained that, given the existing circumstances, reuse and removal of some items are feasible. He referred to the existing condition site plan and lot coverage calculations, noting that all the lot sizes in this area are substandard to the current requirements and the property also has a detached garage that adds

impervious surface. He stated it is a reasonable request to add the deck and that the Petitioner is also removing sections of existing impervious surfaces. The deck exceeds the required 25 feet of rear yard setback.

Chair Wood asked if there were any issues with flooding in the area.

Mr. Vyverberg responded that engineering reviewed the site and found no history of flooding or complaints. He added that the proposed deck would increase lot coverage by 2%, of which the Village Engineer does not have any specific concerns.

STAFF RECOMMENDATION:

As an existing circumstance, the home exceeds the maximum lot coverage in the R-2 zoning district. This is in large part due to the narrower lot size, detached garage, and existing improvements. Although the Petitioners are proposing to add a new deck to the rear of the home, there will also be existing impervious areas removed from the property. The proposed improvements should not impact the surrounding properties or alter the essential character of the neighborhood. Therefore, staff recommends approval of the Variation, subject to the following conditions:

1. The Variation shall substantially conform to the site and deck plans, including the impervious surface removal, prepared by the Petitioners, and attached hereto as Exhibit 'A', except where revisions are necessary to comply with Village Codes and Ordinances.

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

Commissioner Cavanaugh Made a motion to approve subject staff's conditions, seconded by Commissioner Noonan.

DISCUSSION:

Commissioner Friedman stated that properties in this area have no concerns with flooding. By increasing the impervious surface and removing some of the existing hard surface, the request is less of a concern regarding impervious area and is logical for this property.

Commissioner Roth-Wurster stated that the request does not alter the condition of the locality and has addressed the removal of impervious surface to accommodate the project.

Chairman Wood stated that the request meets the standards for health, safety, and welfare, does not impact the value of surrounding properties, and has been appropriately addressed.

Chairman Wood summarized that this request has met the standards and was unanimously approved by a vote of 8-0. This item will tentatively go to Village Council on October 6, 2025.

RESULT: APPROVED

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday September 9, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%

The property is commonly known as 255 N. Bothwell Street.

The Petitioner is proposing to construct a new deck of approximately 278 square feet on the east side of the existing home. As part of the application, the Petitioner is also proposing to remove impervious surfaces existing in the side and rear yards. As an existing condition, the property maintains a lot coverage of 53%

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

FILE #: VAR-000208
-2025 VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 21st day of August 2025

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of PALATINE 255 N. BOTHWELL ST.



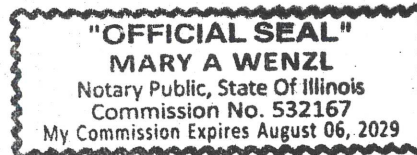
County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 21ST day of AUGUST, A.D. 2025, and the last publication thereof was made on the 21ST day of AUGUST, A.D. 2025.

Your Legal appeared in
the following Journal & Topics
Newspapers
(Des Plaines Journal, Inc.)

- ☐ Des Plaines Journal
- ☐ Elk Grove Village Journal
- ☐ Mt. Prospect Journal
- ☐ Niles Journal
- ☐ Park Ridge-Golf Mill Journal
- ☐ Prospect Heights Journal
- ☐ Rosemont Journal
- ☐ Arlington Heights Topics
- ☐ Buffalo Grove Topics
- ☒ Palatine Topics
- ☐ Rolling Meadows Topics
- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal



Mary A. Wenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 21ST day of AUGUST, A.D., 2025.

By Todd Wessell

President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 21ST day of AUGUST, A.D., 2025.

My commission expires the 6TH day of AUGUST, A.D., 2029.

Consider an Ordinance Granting a Special Use for a Fence in the Front Yard at 1480 W. Poplar Street

BACKGROUND:

The Petitioner is seeking Special Use approval for a 5-foot tall open-style aluminum fence along the east side of the property. Therefore, the petitioner is requesting approval of the following:

Special Use to permit a fence in a front yard.

KEY ISSUES:

- The Subject Property, which consists of Lots 1 & 2 in the Clearwater Subdivision, is zoned Planned Development and includes a single-family residential home and adjacent vacant lot.
- The Petitioner is proposing a 5-foot tall open-style aluminum fence around the front and side yards of the property. The Clearwater Planned Development does not permit fences to be installed in the rear yards (west side of the property along the lake) of Lots 1 through 4. In May 2023, the Petitioner pursued zoning relief to allow for the installation of a 6-foot tall solid fence and gate at their driveway along the east side of their property. Staff recommended denial of the request, but clarified that Staff would support the request if the fence were an open/wrought iron-style fence.
- The PZC recommended approval (5-2), conditioned upon that the fence be changed to an open/wrought iron style. The Petitioner never moved forward to the Village Council. The Petitioner revised the plans and returned to the Planning and Zoning Commission in October 2024, where the fencing plan was recommended for approval with an 8-1 vote. At that time, the Petitioner was not prepared to move forward to the Village Council. The Petitioner has since re-applied and again proposes a 5-foot tall open-style fence and a gate across the private drive and within the subject property.
- The Petitioner's proposal to install a 5-foot-tall open-style metal fence along the front property line of the subject property requires the following: The proposed fence would abut the rear yards of the properties along N. Palos Avenue. The previous site plan fence contemplated the fence on the shared property line and ended north of the private drive, accessing the subject property. The current plans move the fence by approximately 2 feet toward the subject home and away from the Palos Avenue homes.
 - At the October 22, 2024, PZC meeting, there were various questions and concerns raised regarding fill in the floodplain and zoning compliance questions for the parking of certain vehicles at the property. After the October 2024 Public Hearing, Staff inspected the property and met with the Petitioner, onsite, on several occasions. In addition to reviewing the

various Code-related questions with the Petitioner, the Village Engineer reviewed the concerns raised and the initial engineering plans and determined there were not any violations of the engineering requirements for the Subdivision or impact to the floodplain.

- In response to questions raised at the initial PZC meeting, the Petitioner has revised the fencing site plan to move the fence approximately 2 feet west to further avoid any existing tree or utility conflicts. Additionally, the revised fence also includes a gate connecting the two sections of the fencing, within the boundaries of the private property and across the driveway.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on September 9, 2025.

Residents testifying: None.

Vote: The PZC voted unanimously to approve the Special Use for a fence in the front yard and Staff concurs.

ACTION REQUIRED:

A motion to approve an ordinance granting a special use for a fence in the front yard.

ATTACHMENTS:

1. Aerial Map
2. ORD SU 1480 Poplar Street
3. EXHIBIT - Final fence plan and elevation
4. September 9, 2025 PZC meeting materials
5. September 9, 2025 PZC meeting minutes
6. Public Notice



0 150 300
ft

Print Date: 9/20/2024

Notes

Cook County Aerial 2023

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ORDINANCE NO. _____

**AN ORDINANCE GRANTING A
SPECIAL USE FOR
1480 W. POPLAR STREET**

WHEREAS, upon petition of owners of said property, hearings were held by the Planning and Zoning Commission of the Village of Palatine on September 9, 2025 and in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Planning and Zoning Commission, having made its findings in a report to the Mayor and Village Council of the Village of Palatine regarding a request for a Special Use for a 5-foot tall, open-style fence in the front yard for the property locate:

LOTS 1 & 2 IN CLEARWATER SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4, 5, 6 AND THE NORTH HALF OF LOT 1 IN BLOCK 16 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.

commonly known as 1480 W. Poplar Street (PIN # 02-09-307-014)

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

SECTION 1: A Special Use for a 5-foot tall, open-style fence to Clearwater Subdivision is hereby granted, subject to the following condition(s):

- 1. The Special Use shall substantially conform to the Site Plan and Fence Elevation submitted by the Petitioner, Victor Baranovici, except as such plans may be changed to conform to Village Codes and Ordinances.**
- 2. The final fencing site plan and fencing location shall be revised in a manner acceptable to the Director of Planning and Zoning and in compliance with the Planned Development Ordinance (#O-46-02) requirements, including tree preservation and landscaping for Clearwater subdivision.**

3. The final gate and its manual open operations' plan shall be submitted in a manner acceptable to the Fire Marshal. The manual open gate shall not be locked to allow for emergency service access.
4. The proposed fencing shall not be located in the rear yard, nor extend beyond the existing rear building line for the residence, of the subject property.
5. A Hold Harmless shall be submitted in a manner acceptable to the Village Engineer, and shall be recorded with the property. The Village shall have no responsibility to replace the fence.

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

SECTION 3: This ordinance shall be in full force and effect upon 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

Proposed 5-foot tall open-style fence
fence not to be installed in the rear yard,
past the rear building line of the existing
residence.

**** Revised fence**
Location approximately
21 inches west (toward
house) of property line
from the initially
proposed location.

Initially proposed fence location.

310 feet of 5-foot tall open-
style metal/aluminum fence.
Fence would be installed on
property line.



5-foot tall open-style
metal/aluminum fence

Automated gate

Proposed fence to end west of existing fire
hydrant, to not block Fire Department Access.





**VILLAGE OF PALATINE
PLANNING AND ZONING COMMISSION**

1480 W. Poplar Street – Special Use

August 12, 2025

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Ben Vyverberg

PETITIONER: Victor Baranovici (owner)

PLAN NUMBER: SU-000125-2024

ADDRESS: 1480 W. Poplar Street

BACKGROUND:

The Petitioner is seeking Special Use approval for a 5-foot tall open-style aluminum fence along the east side of the property. Therefore, the petitioner is requesting:

Special Use to permit a fence in a front yard.

Surrounding Zoning/Uses:

North	"R-2", Single Family Residential District (Frank E. Merrill & Co.'s Greater Palatine)
South:	"P", Planned Development District (Cornell Lake Apartments) / Union Pacific Northwest Rail Right-of-Way
East:	"R-2", Single Family Residential District (Frank E. Merrill & Co.'s Greater Palatine)
West:	"R-2", Single Family Residential District (Frank E. Merrill & Co.'s Greater Palatine)

KEY ISSUES:

- The Subject Property is zoned Planned Development and developed as single-family residential home in Clearwater Subdivision. The Subject Lots are approximately 30,900 square feet (23,600 square feet without the portion of the lot within Clearwater Lake) and located on the east side of Clearwater Lake. The Petitioner owns both Lots 1 and 2 in the Clearwater Subdivision. The Subject Property contains one single-family residence.
- The Petitioner is proposing a 5-foot tall open-style aluminum fence around the front and side yards of the property. The Clearwater Planned Development does not permit fences to be installed in the rear yards (west side of the property along the lake) of Lots 1 through 4.

- In May of 2023, the Petitioner pursued zoning relief to allow for the installation of a 6-foot tall solid fence and gate at their driveway along the east side of their property. Staff recommended denial of the request, but clarified that Staff would support the request if the fence were an open/wrought iron-style fence. The PZC recommended approval (5-2), conditioned upon an that the fence be changed to an open/wrought iron style. The Petitioner never moved forward to the Village Council. The Petitioner revised the plans and returned to the Planning and Zoning Commission in October 2024, where the fencing plan was recommended for approval with an 8-1 vote. The Petitioner has since re-applied and again proposed an open metal 5-foot tall open-style fence is 5-foot tall, open-style, and does includes a gate across the private drive and within the subject property.
- The Petitioner's proposal to install a 5-foot tall open-style metal fence, along the front property line of the subject property, requires the following:

Special Use to permit a fence in the front yard of the subject property.

- The proposed fence would abut the rear yards of the properties along N. Palos Avenue. The previous site plan fence contemplated the fence on the shared property line and ended north of the private drive, accessing the subject property. The current plans move the fence by approximately 2 feet toward the subject home and away from the Palos Avenue homes.
- At the October 22, 2024 PZC meeting, there were various questions and concerns raised regarding fill in the floodplain and zoning compliance questions for the parking of certain vehicles at the property. Subsequent to the October 2024 Public Hearing, Planning and Zoning and the Village Engineer inspected the property and met with the Petitioner, onsite, on several occasions. In addition to reviewing the various Code-related questions, with the Petitioner, the Village Engineer review the concerns raised and the initial engineering plans and determined there were not any violations of the engineering requirements for the Subdivision or impact to the floodplain.
- In response to questions raised at the previous PZC meeting, the Petitioner has revised the fencing site plan to move the fence approximately 2 feet to the west to further avoid any existing tree or utility conflicts. Additionally, the revised fence also includes a gate connecting the 2 sections of the fencing, within the boundaries of the private property and across the driveway.
- The proposed fence plan abuts the rear yards of the properties along N. Palos Avenue. Said fence will be located on the shared property line and will end just north of the private drive that accesses the subject property.

STANDARDS FOR SPECIAL USE: Since this Petition is not for a use publicly operated or traditionally affected with the public interest, those standards under Section 14.05 D (2), (3), and (5) are applicable. Specifically, the Petitioners must show that the Special Use, if granted, is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected and will not cause substantial injury to the value of other property in the neighborhood in which it is located. The Petitioners have attempted to address the required standards.

Standards for fencing as special use: With respect to front yard fencing and fencing in a rear yard/side yard abutting a street, the following additional standards must be met:

- a. Will meet the following aesthetic criteria:
 - i. Will not destroy existing vistas in the area;
 - ii. Will enhance the appearance of the homes and the streets in the area; and,
 - iii. Will not detract from the overall appearance of the community; or
- b. The fencing is found to be necessary to protect private property or the safety of the inhabitants of the property.

STAFF RECOMMENDATION:

The Petitioner has amended the most recent request and proposed to move the fence approximately 2 feet from the lot line. This dimension would avoid the potential for utility conflicts and also should not interfere with any existing landscaping along the shared lot line. The final proposed gate location will have to be submitted in a manner acceptable to the Fire Marshal. Therefore, Staff recommends approval of the proposed Special Use for a fence in the front yard, subject to the following conditions:

1. The Special Use shall substantially conform to the Site Plan and Fence Elevation submitted by the Petitioner, Victor Baranovici, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The final fencing site plan and fencing location shall be revised in a manner acceptable to the Director of Planning and Zoning and in compliance with the Planned Development Ordinance (#O-46-02) requirements, including tree preservation and landscaping for Clearwater subdivision.
3. The final gate and its manual open operations' plan shall be submitted in a manner acceptable to the Fire Marshall. The manual open gate shall not be locked to allow for emergency service access.
4. The proposed fencing shall not be located in the rear yard, nor extend beyond the existing rear building line for the residence, of the subject property.
5. A Hold Harmless shall be submitted in a manner acceptable to the Village Engineer, and shall be recorded with the property. The Village shall have no responsibility to replace the fence.



Print Date: 9/20/2024

Notes

Cook County Aerial 2023

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.



SPECIAL USE APPLICATION

Department of Planning & Zoning

200 E. Wood Street • Palatine, IL • 60067-5339
Telephone: (847) 359-9047 • Fax (847) 963-6247

Petitioner Name

Victor Baranovici

Business Name (if applicable)

Subject Property Address

1480 W Poplar St, Palatine IL 60067

Please provide a description of your proposed request:

The attached site plan is what I am proposing, and acknowledge that the proposed fence will not extend beyond the rear building line of the house.
I confirm dimensions for fencing lines that run east-west along the south property line of Lot 1 & the north property line of Lot 2.
The Dimensions: 5 Feet high Metal Blade Fence

Petitioner Justification

Special Uses shall not be granted except on findings based upon the evidence in each specific case. Please address the following standards as these will be used in considering the specific relief you are seeking.

That use deemed necessary for the public convenience at that location. Explain:

This fence must be installed for my family safety

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

Yes, the designed, located, and proposed to be operated that the public health, safety, welfare will be protected

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

It will not cause substantial injury to nearby property values. Based on the properties locations, the fence will only increase the value of every property.

In order to supplement the above standards, the Planning and Zoning Commission may also consider the following:

With respect to front yard fencing and fencing in a rear yard/side yard abutting a street, the following additional standards must be met:

a. Will meet the following aesthetic criteria:

- i. Will not destroy existing vistas in the area;
- ii. Will enhance the appearance of the homes and the streets in the area; and
- iii. Will not detract from the overall appearance of the community; or

b. The fencing is found to be necessary to protect private property or the safety of the inhabitants of the property.

--

Proposed 5-foot tall open-style fence not to be installed in the rear yard, past the rear building line of the existing residence.

**** Revised fence location approximately 21 inches west (toward house) of property line from the initially proposed location.**

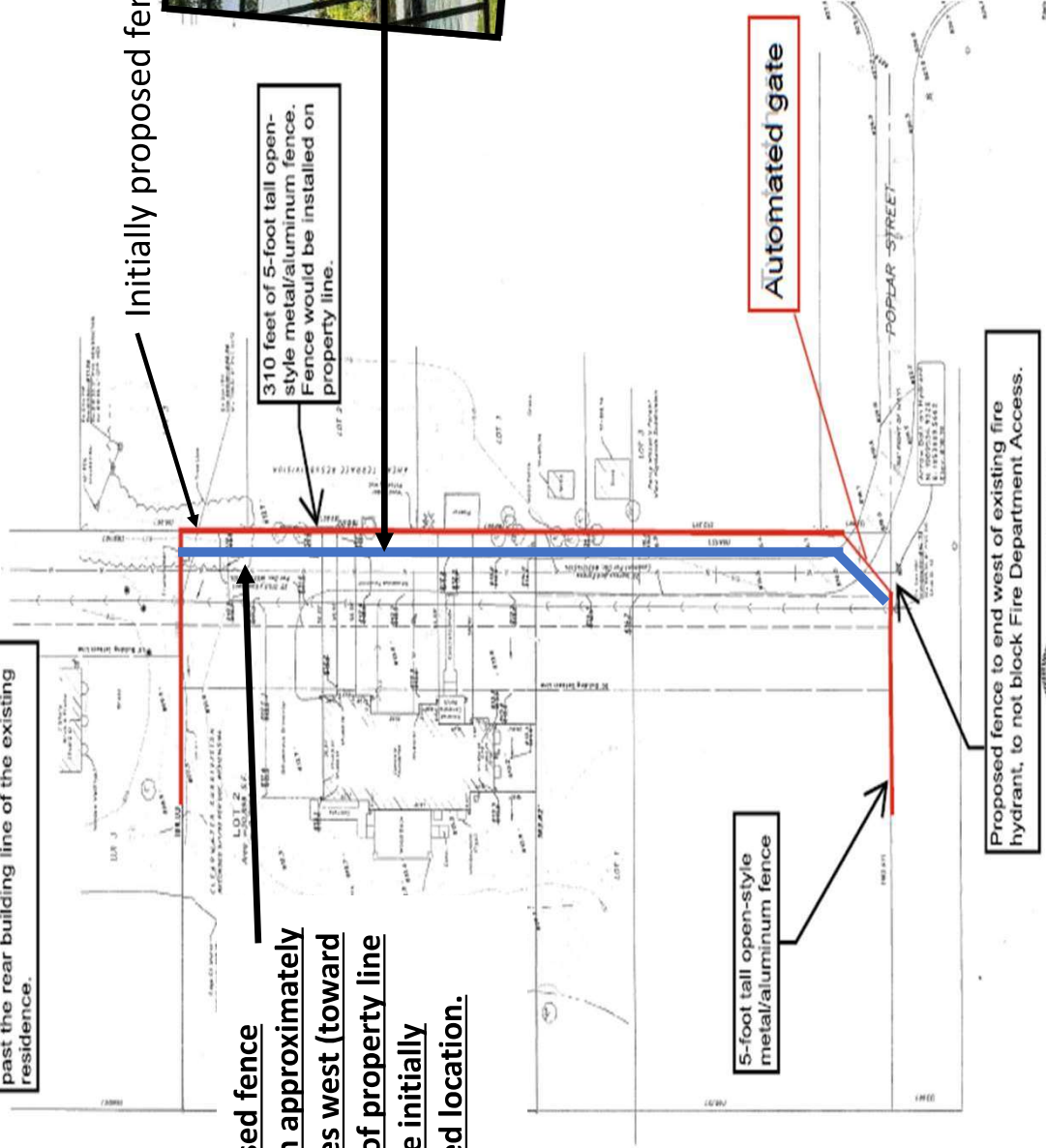
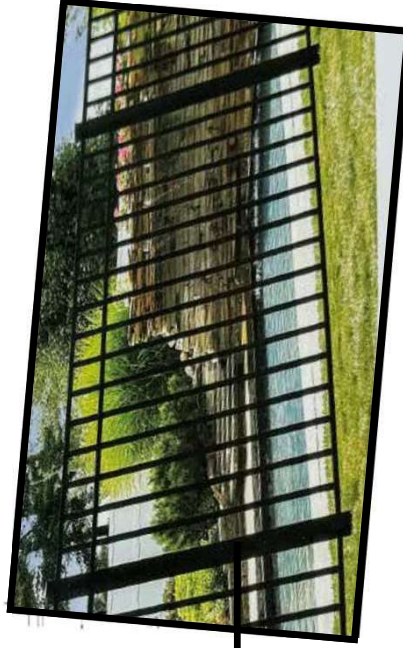
Initially proposed fence location.

310 feet of 5-foot tall open-style metal/aluminum fence. Fence would be installed on property line.

5-foot tall open-style metal/aluminum fence

Automated gate

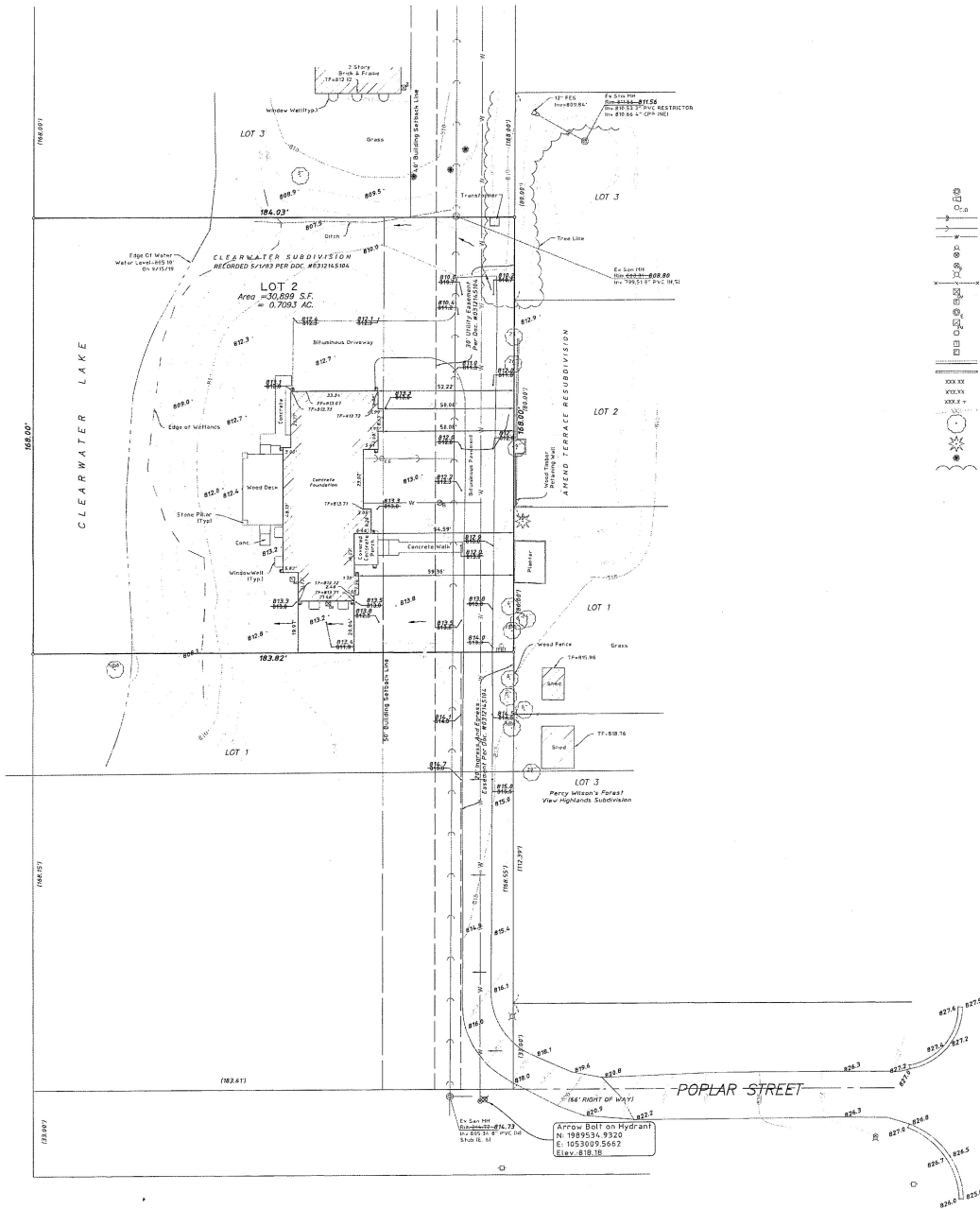
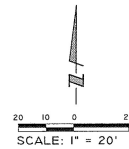
Proposed fence to end west of existing fire hydrant, to not block Fire Department Access.



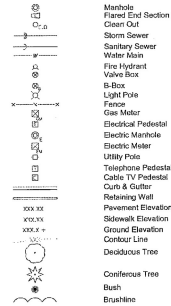
AS-BUILT SURVEY

OF

LOT 2 IN CLEARWATER SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4, 5, 6 AND THE NORTH HALF OF LOT 1 IN BLOCK 18 IN PERRY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, IN THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.



LEGEND



FINISH GRADE ELEVATIONS

The so-built finished grade elevations shown on this plan are substantially in conformance with the approved grading plan.

September 30, 2020
As-Built Elevation
Proposed Contour



EXPIRES 11-30-21

SITE BENCHMARK:

ARROW BOLT ON HYDRANT LOCATED AT THE SOUTHEAST CORNER OF LOT 1 NEAR ENTRANCE.
ELEVATION = 815.10 (NAVD83)



EXPIRES 11-30-20

State of Illinois)
) SS:
County of Cook)

We hereby certify that we have surveyed the above described property, and the plan herein drawn is a correct representation of said survey. Dimensions are shown in feet and decimal parts thereof, and are corrected to a temperature of 68° F. This professional service conforms to the current Illinois minimum standards for a topographic survey.

Schaumburg, Illinois September 30, 2020
BY: [Signature]
Illinois Professional Engineering No. 3695

HAEGER ENGINEERING
consulting engineers land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.4400 Fax: 847.394.4408
Illinois Professional Engineering License No. 184.000152
www.haegerengineering.com

© 2020 Haeger Engineering, LLC

Note:

- Field work was completed on September 29, 2020.
- This is not a boundary survey as defined by the Illinois Department of Professional Regulations. The boundary shown herein is in reference to Boundary and Topographic Survey prepared by W.T. Group LLC, dated September 20, 2019 as Project No. S-1 as provided by the client. Haeger Engineering makes no representation to the accuracy of the boundary shown on said plat of survey. Haeger Engineering has located various existing features detailed on said plat of survey to ensure location shown herein is an accurate representation of the information provided by the client for the construction of this foundation.
- Foundation dimensions shown are to outside of the foundation walls.
- Foundation is dimensions are normal or radial to property lines.
- A life commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the survey prior to the completion of this survey.
- For additional information please refer to the Boundary and Topographic Survey prepared by W.T. Group LLC, dated September 20, 2019 as Project No. S-1.

2. 1480 W. Poplar Street

SU-000125-2024 - 1480 W. Poplar St

Notice was published in the Journal & Topics on October 3rd, 2024 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

- . **Special Use Application**
- . **Proof of Ownership**
- . **Plat of Survey**
- . **Site Plan**
- . **Fence Elevation**
- . **O-46-02 PUD**
- . **PZC Minutes - May 23, 2023**
- . **Public Notice**

Background:

The Subject Property is zoned Planned Development and developed as single-family residential home in Clearwater Subdivision. The Subject Lots are approximately 30,900 square feet (23,600 square feet without the portion of the lot within Clearwater Lake) and located on the east side of Clearwater Lake. The Petitioner is the property owner of both Lots 1 and 2 in the Clearwater Subdivision. The Subject Property contains one single-family residence.

In May of 2023, the Petitioner pursued zoning relief to allow for the installation of a 6-foot tall solid fence and gate at their driveway along the east side of their property. Staff recommended denial of the request, but indicated we could support the request if the fence were changed to an open/wrought iron-style fence (thus providing the Petitioner's desired security, but lessened the impact to the vistas in the area). The Planning and Zoning Commission recommend approval (5-2), with a condition that the fence be changed to an open/wrought iron style. The Petitioner never moved forward to the Village Council. The Petitioner has since re-applied and the proposed open metal fence is 5-foot tall, open-style, and does not include a gate across the private drive. The Petitioner's proposal to install a 5-foot tall open-style metal fence, along the front property line of the subject property, requires a Special Use to permit a fence in the front yard of the subject property.

Sworn in petitioner: Victor Baranovici - 1480 W Poplar St.

Mr. Baranovici expressed concerns about safety due to traffic (2-3 cars daily) and people walking in the driveway. He highlighted issues with privacy and incidents of trespassing. He states he has numerous police reports to validate the incidents.

He further states that he has spent over \$25,000 on improvements to his lots and

wishes to build a 5' tall open style metal fence along the front property line to deter unwanted activity on his property.

Commissioner Schubert inquired whether Mr. Barnavoci had posted any signage indicating that the area is a private drive.

Mr. Barnavoci confirmed that he has installed signage; however, it is often ignored. He described the ongoing issue of cars entering his property and using the grassy area to turn around once they realize the drive is not a thoroughfare. Additionally, pedestrians on foot or bicycles frequently access his property to reach the lake and retention pond, which he finds unsafe for his family.

Mr. Barnavoci expressed his frustration, emphasizing that he wants to feel safe in his surroundings. He highlighted the significant investment he has made in maintaining his property, taking pride in its appearance. While he acknowledged that some neighbors are unhappy with his request for the fence, he firmly maintains that his concerns are rooted in safety and that he does not intend to obstruct their view of the area.

Chairman Wood asks if he is the owner of both lots.

Mr. Barnavoci confirms that he is.

Commissioner Kolososki suggested that speed bumps on the driveway might deter speeding cars, a concern echoed by Mr. Baranovici. However, Mr. Baranovici expressed doubt about the effectiveness of this option, indicating he does not believe it would adequately address the issue.

Commissioner Cavanaugh inquired whether installing a gate at the front of the driveway could be a viable option. In response, Mr. Baranovici clarified that adding a gate is not an option at this time. He emphasized that he is currently seeking approval for the fence and prefers to address one issue at a time. Additionally, he mentioned the financial implications of installing a gate, which would complicate the matter further.

Commissioner Fedota commented that a gate would help alleviate safety concerns and asked if Mr. Baranovici had considered installing flanking fences on each side. Mr. Baranovici acknowledged that a gate would enhance safety but noted that it would not deter pedestrians from entering his property. He expressed that while neighbors are upset about the potential obstruction of their access to the pond, his primary concern is preventing people from walking through his property. The proposed fence will provide additional safety and privacy.

Mr. Vyverberg explains the original vision for the subdivision and the restrictions in place, particularly regarding the prohibition of fences in the rear yards of Lots 1 through 4. He outlines the fence location and emphasizes that the proposed fence would provide additional safety and privacy for the properties. Addressing Chairman Wood's question about whether the planned development requirements could be amended, Mr. Vyverberg states that while it could be possible, the precautions and restrictions were established to ensure consistency and should be maintained in perpetuity to uphold the original intentions for the

subdivision.

Sworn In Resident: Symon Arnold 1048 N Palos

Mr. Arnold shares his concerns, emphasizing that he has been involved in this process multiple times and has witnessed several changes over the years. He points out that conditions set for the driveway as part of the original planned development have gradually been altered. Initially, the driveway was only supposed to extend a certain distance, but that has changed. Additionally, the privacy screen along the property line, which was originally intended to provide coverage with arborvitaes, failed to achieve its purpose because the plants died. Symon explains that when the driveway was built, the topsoil was destroyed, affecting the growth of the privacy screen.

He also highlights his concerns regarding the proposed 6-foot solid fence, particularly its location. He questions whether the property line, which runs through the site, will affect the placement of the fence and whether it might damage existing trees. Mr. Arnold is also concerned about who will maintain the privacy screening, which was part of the original request.

Having lived on the property for 24 years, Mr. Arnold states that while he hasn't seen crowds of people using his property, the people he does observe running up and down the driveway are typically service workers. He mentions cars being parked in the area and suggests that installing a gate to prevent people from accessing the driveway might be a solution. However, he adds that while a gate could be placed, people would still be able to walk around it, as the public right-of-way extends all the way to the lake. He believes that there has been ample time to address these issues and criticizes the HOA for preventing the development from reaching the wood line, further exacerbating the situation.

Commissioner Roth-Wurster asks for clarification regarding the public right of way. Mr. Arnold explains the access to the pond, pointing out the existing conditions of the property.

Commissioner Roth-Wurster then inquires if the pond is a private lake.

Mr. Arnold clarifies that the pond is not private; rather, it is a retention pond maintained by the Homeowners Association (HOA).

Commissioner Kolososki asks Mr. Arnold if the developer indicated at the time of his purchase that the area would not be obscured.

Mr. Arnold responds that there was no home on the property at the time, and the property was undevelopable. However, the petitioner brought in a significant amount of backfill and eventually built the home.

Commissioner Friedman points out that the detention structure is private property and is not intended to be used as a public right of way or for public enjoyment.

Mr. Baranovici adds that there is no public access to the water and emphasizes that the retention pond is not an attractive area, noting that it is filled with algae, weeds, and emits an unpleasant odor.

Commissioner Friedman requests clarification from staff regarding the landscaping requirements.

Mr. Vyverberg confirms that the requirements have been communicated to the

petitioner and mentions that some mature trees were preserved during the original development. He notes that the original arborvitae have died, and Mr. Baranovici is aware of his obligation to restore the landscaping.

Commissioner Fedota asks who would be responsible for enforcing these requirements. Mr. Vyverberg responds that enforcement would fall under the Village's jurisdiction.

Sworn In Resident: Kriss Lindell - 1059 N. Palos

Mr. Lindell attempts to bring up other violations by the petitioner, specifically mentioning concerns about the parking of a camper and the location of garbage cans.

Chairman Wood responds by stating that the current issue at hand is regarding the fence and that other matters will not be addressed during this discussion.

Sworn in Resident: Mike Nocella - 1038 Palos

Mr. Nocella, who resides east of the petitioner's property and has lived there for 24 years, shares some historical context about the area. He mentions that the landscaping on the petitioner's property has not been maintained over time. However, he notes that he hasn't experienced any issues or concerns regarding people accessing the property. Mr. Nocella expresses that he has no objections to the fence request.

Resident Mr. Arnold returns to the podium and expresses his objection to the proposed fence, emphasizing that fences are not permitted at the property line according to the existing regulations.

Mr. Baranovici returns to the podium and emphasizes his responsibility as the property owner for the landscaping. He explains that the original landscaping has died off due to the conditions on the property and that replacing the trees will cost approximately \$20,000. He questions the difference between installing a fence and planting trees, expressing his frustration with the ongoing complaints from his neighbors.

Sworn in Resident: Shirley Nocella - 1038 Palos

States her concerns regarding the installation of the fence.

STAFF RECOMMENDATION:

The Petitioner is proposing to construct a 5-foot tall open-style metal fence to enclose the property on three sides, with the fourth being the lake to the west. The Petitioner has indicated that the fence will help deter trespasser issues and coyotes on the subject property. Although the proposed fence may help to alleviate the Petitioner's safety concerns, the fence could have an impact on the existing vistas in the neighborhood. Clearwater Subdivision is a unique 6-lot residential Planned Development, with 4 of the lots (including the Subject Property) receiving access through a private driveway. These 4 lots were developed around the existing detention basin to the west. The Petitioner indicates that instances of trespassing and vehicles incorrectly using the private drive and coming to the home have occurred. Staff notes that there is private drive signage in the right-of-way along W. Poplar Drive, prior to it turning into the private drive.

Although the portion of the proposed fence across the subject property's front lot line would be permissible, were it installed on the properties directly to the east

(along the rear lot lines), the proposed 5-foot open-style fence is being installed along the periphery of the Subject Property's front lot line. Staff's initial concerns regarding the significant visual impacts of a solid 6-foot tall fence were lessened due to the revised fencing elevation plan and the removal of the gate across the private drive entrance.

Ultimately, as the Petitioner has amended his original request to meet the condition set by the Planning and Zoning Commission, Staff recommends approval of the proposed Special Use for a fence in the front yard, subject to the following conditions:

1. The Special Use shall substantially conform to the Site Plan and Fence Elevation submitted by the Petitioner, Victor Baranovici, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The final fencing site plan and fencing location shall be revised in a manner acceptable to the Director of Planning and Zoning and in compliance with the Planned Development Ordinance (#O-46-02) requirements, including tree preservation and landscaping for Clearwater subdivision.
3. The proposed fencing shall not be located in the rear yard, nor extend beyond the existing rear building line for the residence, of the subject property.
4. A Hold Harmless shall be submitted in a manner acceptable to the Village Engineer, and shall be recorded with the property. The Village shall have no responsibility to replace the fence.

Mr. Irno raises concerns about the staff's intentions regarding the proposed fence's location. In response, Mr. Vyverberg refers to a picture depicting the existing conditions and clarifies that the envisioned fence line will be straight and aligned with the trees, avoiding any zigzag patterns. He reiterates that the responsibility for meeting landscaping requirements falls on the current owner and that proper maintenance of these landscaping features will be essential.

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

Commissioner Cavanaugh made a motion to approve subject staff's conditions; seconded by Commissioner Schubert.

DISCUSSION:

Commissioner Kolososki expresses his support for the fence, suggesting that adding a gate would enhance its utility. He acknowledges that the petitioner has returned with a similar request and has adhered to the recommended design, indicating his overall favor for the proposal.

Commissioner Roth-Wurster emphasizes that the request aligns with the standards for the special use, ensuring public health, safety, and welfare for both

the community and the petitioner's family. She acknowledges the neighbors' desire for access to the lake, noting the potential challenges in reaching it. While expressing her understanding of the neighbors' concerns, she argues that the proposed open-style fence meets the necessary standards and serves to protect the petitioner's property. She suggests that the installation of signage and lighting near the shoreline may not be appropriate.

Commissioner Fedota expresses his concerns about the proposed 5-foot fence, particularly its lack of a gate and the fact that it doesn't extend further. He believes that this design will not effectively address the issues raised by the neighbors. As a result, he is not in favor of the request for the fence.

Commissioner Friedman highlights the challenge of enforcing no trespassing since property lines are often not visibly marked, existing only as lines on paper. He argues that the proposed fence will help clearly establish the property line, thereby enhancing the owner's ability to deter trespassers and improve privacy.

Chairman Wood supports the request, emphasizing that it provides the owner with a clearly defined property line. She acknowledges that the petitioner has addressed his concerns and followed the proper process, including paying the fee for the special use. Chairman Wood believes that the proposed wrought iron fence will not detract from the value of either the owner's property or the surrounding properties. She notes that while the original request for a solid fence may have been understandably rejected, the wrought iron design is aesthetically pleasing and will help reduce trespassing, enhancing the safety and security for the petitioner. Overall, she concludes that the standards for approval have been met.

Chairman Wood summarized that this request has met the standards and was approved by a vote of 8-1. This item will tentatively go to Village Council on Monday, November 4th, 2024.

Mr. Vyverberg clarified that if, based upon any required follow up and review from the questions raised this will not to be ready for Village Council review on November 4,

RESULT:	RECOMMEND TO APPROVE [8 TO 1]
MOVER:	Kevin Cavanaugh, Commissioner
SECONDER:	Tim Schubert, Commissioner
AYES:	Noonan, Roth-Wurster, Friedman, Wood, Bettenhausen, Kolososki, Cavanaugh, Schubert
NAYS:	Fedota



0312145102

Eugene "Gene" Moore Fee: \$86.00

Cook County Recorder of Deeds

Date: 05/01/2003 02:18 PM Pg: 1 of 32

ORDINANCE NO. 0-46-02

**ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
100 POPLAR LANE AND 1080 PALOS AVENUE
CLEARWATER SUBDIVISION**

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
On April 8, 2002**

ORDINANCE NO. 0-46-02

**AN ORDINANCE
GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
100 POPLAR LANE AND 1080 PALOS AVENUE – CLEARWATER SUBDIVISION**

WHEREAS, upon petition of owners of said property, hearings were held by the Plan Commission of the Village of Palatine on March 5, 2002 in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Plan Commission having made its findings in a report to the Mayor and Village Council of the Village of Palatine regarding a request for a Rezoning and Final Plat of Subdivision.

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

SECTION 1: That final approval of a Planned Development is hereby granted pursuant to Section 13.05 of the Palatine Zoning Ordinance for the real estate described as follows, to wit:

Being a re-subdivision of Lots 4, 5, 6 and the North half of Lot 1 in Block 16 in Percy Wilson's Forest View Highlands, a subdivision in the West half of Section 9, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded July 23, 1926, as Document No. 9349772, in Cook County, Illinois

commonly known as the Northeast corner of Poplar and unimproved Portage Avenue, commonly known as 100 Poplar Lane and 1080 Palos Avenue.

SECTION 2: That final approval of a Planned Development is hereby granted to the

above described property pursuant to Section 13.05 of the Palatine Zoning Ordinance, subject to the following conditions:

1. The subdivision shall substantially conform to the plat of subdivision by Precision Land Surveyors, dated 11/2/00, and to the engineering plans, tree preservation and landscape plans by George McCarty, dated 6/2/01, last revised 9/14/01, except as such plans may be changed to conform to Village Codes and Ordinances and the following conditions:
2. The driveway maintenance agreement between lots 1 & 2 and lots 3 & 4 shall be revised in a manner acceptable to the Village Attorney. The prospective homeowners of these lots shall sign the agreement acknowledging that they are aware of the restrictions prior to the issuance of the certificate of occupancy.
3. A covenant shall be added to the final plat indicating that no fill, fences, sheds or other structures can be installed in the rear yards of Lots 1 through 4.
4. The agreement with the Ethan's Glen HOA shall be submitted prior to the start of construction.
5. The following permits are required: MWRD & IEPA
6. The development shall be subject to the Village's Anti-Monotony Code..
7. All house elevations facing a public street or private drive, including the east elevations of lots 2 & 3 shall be constructed with at least 50% brick. No vinyl or aluminum siding shall be permitted on these elevations. Any house design not adhering to this condition may be constructed if approved by the Village Council.
8. Any house that is not constructed by the petitioner shall be subject to Village Council review and approval prior to the issuance of a building permit.
9. The proposed homes for lots 1-4 shall maintain a minimum rear yard setback of 40' from the proposed high water line.
10. The diameter of the new stormsewer along Winnetka Street from the east side of Palos Avenue to the outfall shall be 27 inches. The location of the replacement culvert under Palos Avenue shall be at the direction of the Village Engineer and shall not interfere with any existing utilities.
11. The petitioner shall submit a letter of credit in the amount of \$50,000 and in a form acceptable to the Village Engineer to ensure completion of the planned development.

SECTION 3: That the petition for preliminary and final planned development, a

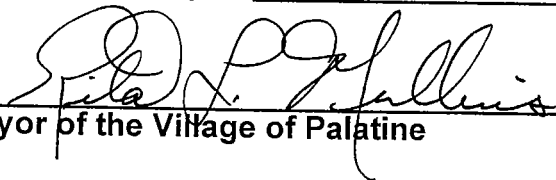
copy of the public notice, and the minutes of the Plan Commission Meeting reporting on this petition be attached hereto and form a part of this ordinance.

SECTION 4: This ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 8th day of April, 2002

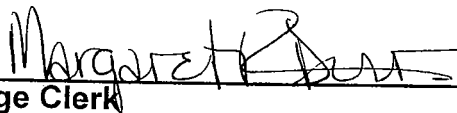
AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 8th day of April, 2002



Mayor of the Village of Palatine

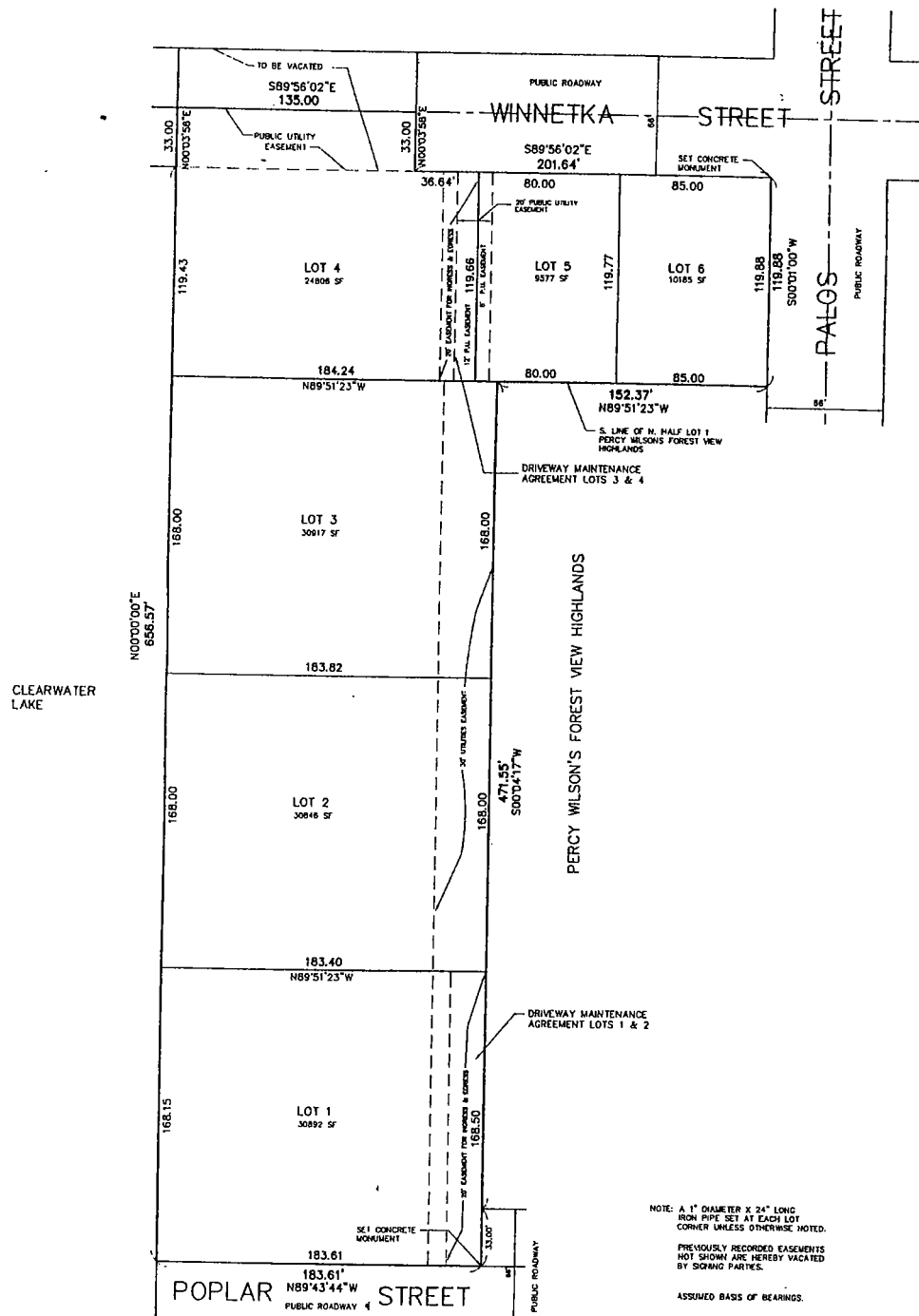
ATTESTED and FILED in the office of the Village Clerk this 8th day of
April, 2002



Village Clerk

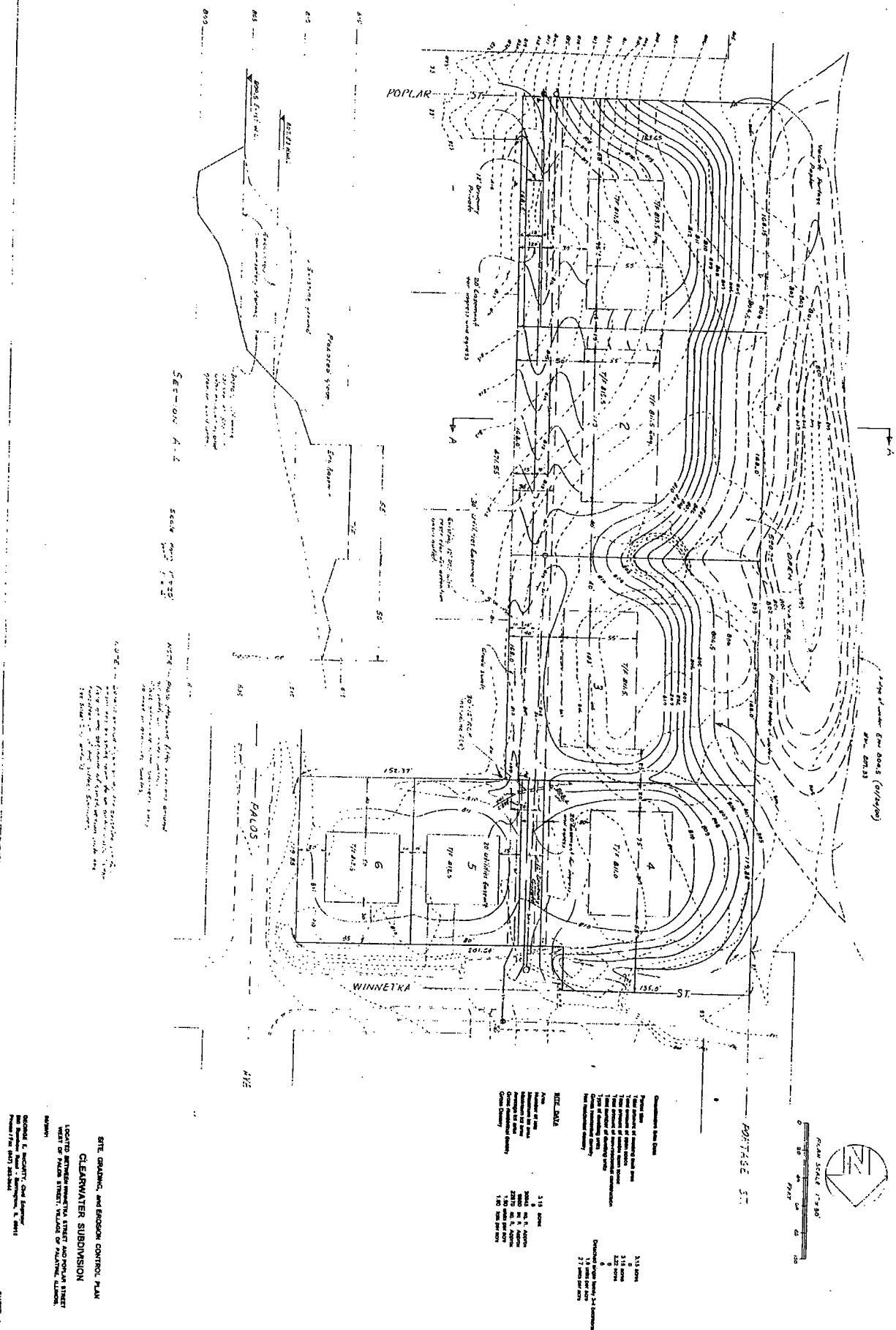
CLEARWATER SUBDIVISION

BEING A RE-SUBDIVISION OF LOTS 4, 5, 6, AND THE NORTH HALF OF LOT 1 IN BLOCK 16 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 23, 1926 AS DOCUMENT NO. 9349772, IN COOK COUNTY, ILLINOIS.



PRECISION
LAND SURVEYORS, INC.
603 E. BURNETT ROAD, STE. B
ISLAND LAKE, IL. 60042
(847) 487-0500

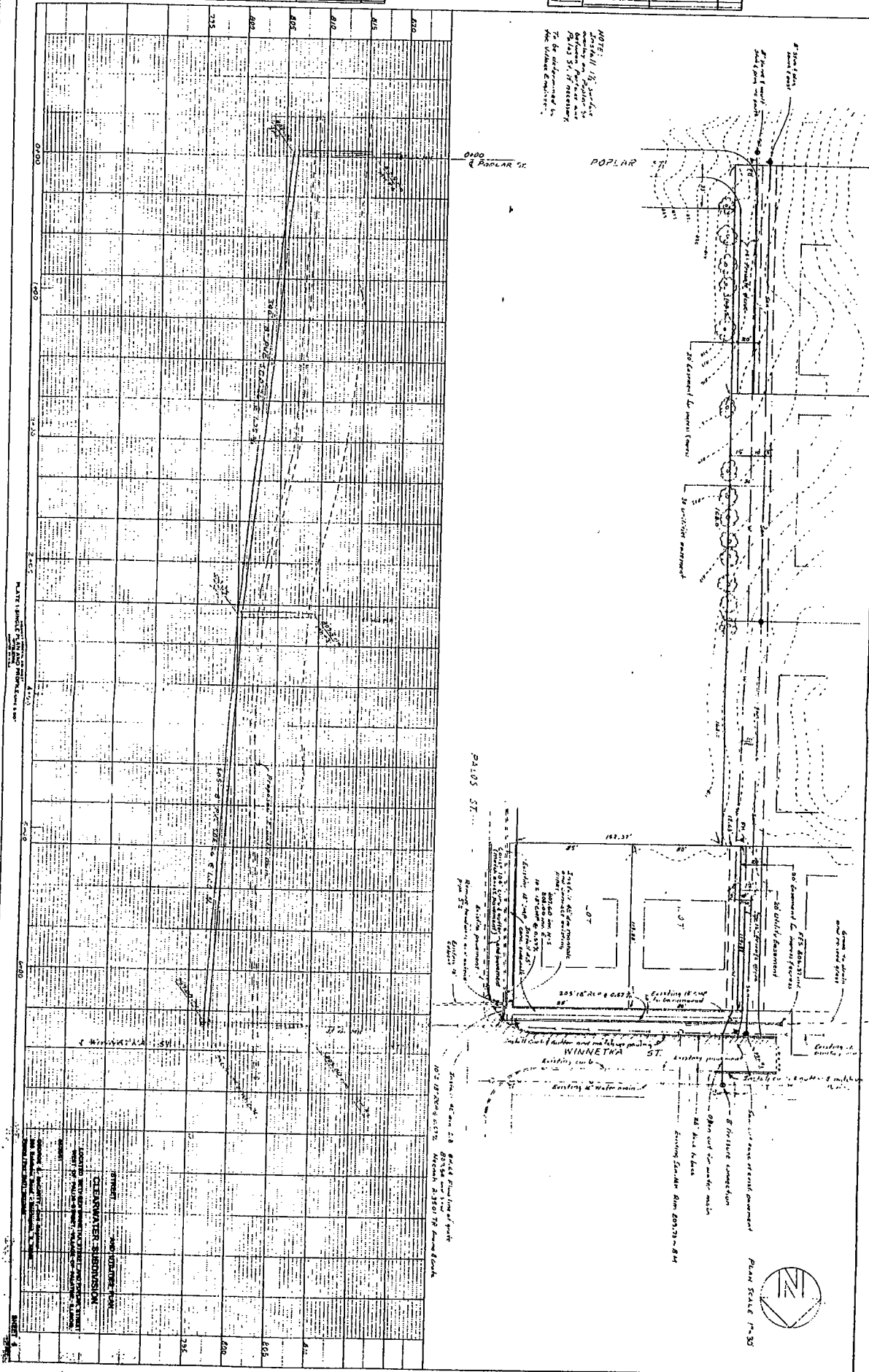
HUMMEL'S CLEARWATER SUBDIVISION
PALATINE, IL.
ORDER NO.: P 001102-4D
DATE: 11/02/00
SCALE: 1" = 30'
SHEET: 1 OF 2

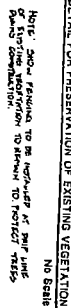


PROFILE	DATE	BY	CHKD
PROJECT			
DESIGN			
DATE			
BY			
CHKD			

PLAN	DATE	BY	CHKD
PROJECT			
DESIGN			
DATE			
BY			
CHKD			

NOTE: 11' 11" grade
existing and existing
to be removed and
to be replaced by
the following structure.





NOTE -
The above program should be classified "unusual" in
all cases made in connection with this program.

NOTE -
1. Fertilization of existing trees to be determined at beginning of construction with the application of the Wilcox Fertilizer.

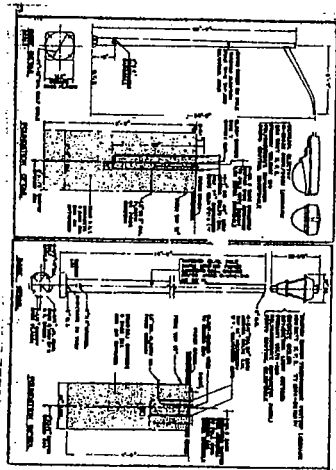
2. Species of trees to be planted to be determined at same time as above construction and to be subject to the approval and approval of the Wilcox Fertilizer.

3. Type of construction to be determined at the same time as above construction with the Wilcox Fertilizer.

2000-2001

DEBORAH E. MCCLARTY, Civil Engineer
490 Rutledge Road • Barrington, IL 60010
Phone/Fax (847) 242-2444

SHEET 0



STREET LIGHT DETAIL

1. All street lights shall be installed according to the National Electric Code. When installed in the vicinity of a school, hospital, church, or other public building, the lights shall be installed in accordance with the requirements of the National Electric Code.

STREET LIGHTS

PALOS ST.

WINNETKA ST.

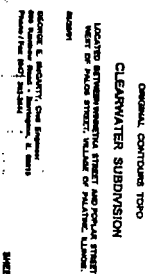


SCALE 1"=30'

ENGINEER: E. J. HARTLEY, Civil Engineer
 1000 N. W. 10th St., Miami, Fla.
 DRAWN BY: J. H. HARTLEY

STREET LIGHT PLAN

LOCATED: 1000 N. W. 10th St. and Palos St.
 WEST OF PALOS STREET, NORTH OF PALOS STREET.



DRIVEWAY MAINTENANCE **AGREEMENT**

Parties to the Agreement:

The parties to this agreement shall be the owners of Lot 1 and Lot 2 in Clearwater Subdivision in Palatine, Illinois.

Location of the 12' Private Driveway:

The location of the 12' private driveway shall be determined based on the approved Clearwater Subdivision engineering plans located at the Village of Palatine.

Permitted Use:

The only permitted use for the 12' private driveway is for access to and from both Lot 1 and Lot 2 in Clearwater Subdivision in Palatine, Illinois.

Maintenance:

The Lot 1 property owner shall be required to maintain the 12' private driveway from the end of Poplar Street to the end of the Lot 1 private driveway. The Lot 2 property owner shall be required to maintain the 12' private driveway from the end of the Lot 1 private driveway to the south Lot 2 property line. Should the Lot 2 property owner not maintain the 12' private driveway, then the Lot 1 property owner shall be permitted, but not required, to maintain the balance of the 12' private driveway. The Lot 1 property owner shall be required to maintain any landscaping located in the 20' easement for ingress and egress.

PETITIONER'S EXHIBIT

9

MEMORANDUM

DATE : April 10, 2000
TO : David Fieldman
FROM : Mike Danecki *MD*
SUBJECT : N/W Side Study Area

PREVIOUS DRAINAGE STUDIES

In 1987, the Village required the developer of the Morgan's Gate Subdivision to perform a storm water management study for the drainage area tributary to the Morgan's Gate/Ethan's Glen detention basin. The reason for the study was that the area west of Countryside and between Northwest Highway and Dundee Road was new to development and new to the Village. Very little was known about the drainage of this area other than it could be potentially troublesome. The study was quite extensive in its identification of the major and minor watersheds, the natural storage areas and their existing capacities and finally the primary and overflow drainage routes. Specific recommendations regarding drainage improvements within the watershed were primarily targeted towards the Morgan's Gate detention basin and outlet pipes, but the report did provide some recommendations concerning future developments in the watershed. This study has been used as a reference and guide for all developments in the area subsequent to Morgan's Gate.

ELEMENTS OF THE STUDY

The major watershed in this area consists of approximately 226-acres. The entire area drains to the Morgan's Gate/Ethan's Glen detention basin which is the lowest part of the watershed. This basin then discharges under Northwest Highway and the railroad tracks to a series of private ponds and public storm sewers within the Village of Inverness before ultimately discharging into Salt Creek in Inverness.

This watershed consists of 16 sub-watersheds, each consisting of unique and individual discharge points to the next downstream sub-watershed and all currently have some existing natural depressional stormwater storage basins. The understanding of how these sub-watershed operate is important to the protection of the subsequent downstream sub-watersheds and ultimately to the Morgan's Gate/Ethan's Glen basin. Upsetting the balance between these sub-watersheds could place an undue burden on the downstream basins possibly resulting in additional flooding hazards. The sixteen sub-watersheds provide 140 acre-feet of natural stormwater storage; 57.3 acre-feet is within the Morgan's Gate/Ethan's Glen basin. The large lake behind the Sikh Temple provides 52.8 acre-feet. The other 30 acre-feet of storage is scattered throughout the other 14 sub-watersheds. An important conclusion of the 1987 study was that it is critical that all existing natural stormwater

basins can be made to function hydraulically, they do present some significant problems of their own. For one when they are a part of a very small development, land that can be devoted to a detention basin may not be available on the site. As a result they are often located in rear or side yards. If adequate room is not reserved for a useable backyard, the lot can be unreasonably encumbered by the detention basin and the property owners more likely to compromise or eliminate the basin. Because of this, when backyard detention is necessary, we have been requiring that it be located in an easement identified on the plat for stormwater detention purposes restricting what can be placed or done in that area. Also we have been requiring the detention basin be located sufficiently back from the house so that there is still a backyard of sufficient size for normal usage. This hopefully should reduce the likelihood of elimination or alteration of the basin. Additionally, the amount of water needed to be stored for very small developments is very small itself. Because of these reasons, stormwater detention is often waived for small projects. However where existing drainage in a certain area is already sensitive, or the cumulative effect of waiving detention where many small developments are a possibility, regional basin may be a better alternative. In this way land can be more efficiently utilized and duplicate storm sewer or drainage systems eliminated.

REGIONAL BASINS FOR THE ENTIRE WATERSHED

One may initially think that providing one regional basin for the entire 226-acre watershed would be the most efficient. The location of this single basin would have to be the Morgan's Gate/Ethan's Glen basin as it is the lowest point. However, this would place undue burden on this basin and the surrounding area and do little to provide flood control for the upstream sub-watersheds. As part of continued development of the area, storm sewers would be installed and ditches and drain tiles improved. Stormwater from the upstream areas of the watershed would reach the Morgan's Gate/Ethan's Glen basin much faster. During heavy rain events, the runoff would tend to flash and overland flow routing become more frequent as the drainage system becomes overwhelmed unless very large storm sewer pipes are installed. The real protection from stormwater detention is to downstream properties as a result of controlling the rate of water that they receive.

More flood protection can be provided by a series of detention basins throughout the watershed. For example, each of the sixteen sub-watershed could have a detention basin that collects and controls the runoff before discharging it to the next basin. Some of the smaller sub-watersheds could be combined. Siting of the detention basins is dependent on several variables. These include but are not limited to;

- a) Availability of the land. Property owners may not be willing to sell or the site may have homes or other structures on it.
- b) Topography of the area. Detention basins are usually located in the lowest part of the drainage area that they are serving.
- c) Suitability and capacity of the downstream storm or drainage system. Detention basins may be necessary because the receiving storm sewers may be able of conveying a limited amount of water.

- d) Location of wetlands or other natural features. There are several wetlands in this area. Three are significant enough that they will probably warrant preservation. Two of these are entirely or partially on the Sikh Temple property. The other is located east of Hummingbird Park and just south of North Street. Though wetlands provide natural stormwater detention, the Corps of Engineers sometimes do not want wetlands to be used as detention for developments. This is because the quality of the water and the fluctuation of the water depths during storm events are not conducive to the health of the wetlands. This usually applies to wetlands that are of significant size or of higher quality. Small and lesser quality wetland can usually be modified or eliminated. It appears that the three significant wetlands may potentially have Corps limitations on modifications and at a minimum will have to remain.

The attached exhibit indicates some possible sites for regional detention basins. There are twelve potential locations scattered throughout the watershed. Two additional ones within the planning study area but outside the watershed are also identified on the exhibit. The locations were based upon a survey of the watershed and utilizing the siting constraints listed above. The size and configuration of the basins as shown are only for illustrative purposes. The only exception is the availability of the land. Four existing detention basins or natural storage areas are identified as potential candidates for expansion. These are;

- 1) The Morgan's Gate/Ethan's Glen basin which could be expanded to serve potential development areas immediately to the east.
- 2) The Cedar Grove detention basin at the corner of Portage Avenue and Glencoe Street. This would service potential development area bounded by Portage on the west, Palos on the east, Glencoe on the south and slightly north of North Street. This was recommended to the developer of the proposed subdivision along the west side of Palos north of Glencoe. The developer stated he contacted the owner of the needed property and he was not willing to sell. As such this project is proposed with its own detention system.
- 3) The large lake located north of the Sikh Temple. This is within a potential development pod suitable for a larger scale development.
- 4) The natural storage areas located north of the North Street right-of-way between Deer and Grove. These are also within a potential development pod and they could be enhanced or combined depending upon a development plan.

There is another potential basin location that could be considered as an expansion of an existing one. This is located on the east side of Palos immediately across the street from the Edgewater Glen Basin. This new basin would serve the northern half of the block bounded by Palos, Deer, Winnetka and Glencoe. The Edgewater Glen basin is not capable of expansion because it was maxed out providing compensatory storage for a natural storage area that was on the site and its own detention requirements. These two basins would essentially act as one hydraulically.

REGIONAL BASIN FOR THE SPECIFIC STUDY AREA

The staff was directed to look at the regional basin concept for the area in vicinity of the proposed 3-lot Deer Avenue Subdivision at the southeast corner of Deer and Winnetka. A more detailed study was performed of this area. The specific study area based upon the sub-watershed is roughly the two blocks between Palos, Park, Poplar and Winnetka; and the southern portion of the block between Palos, Deer, Winnetka and Glencoe. This is an area that is most likely to redevelop by subdividing the larger existing lots into two or three lots. Besides the Deer Avenue Subdivision, there are two other similar projects pending within this sub area. This area consists is 12.78 acres in area. Besides its own drainage it also passes the drainage from 65.4 upstream acres or slightly less than 30% of the entire watershed. This includes the drainage from the two lakes on the Sikh Temple property. The passage of this water from the upstream areas are primarily through culverts under Winnetka, Deer and Palos and the ditch along the south side of Winnetka Avenue. It ultimately discharges into the Morgan's Gate/Ethan's Glen basin. Because of the undersized culverts and the condition of the ditch, overtopping of the roads at Deer and Winnetka occurs occasionally in heavy rains. Improvements to the culverts and the downstream ditch were recommended and required as part the Deer Avenue Subdivision project. This project proposed to provide its own storm water detention within the corner side yard of the lot abutting Winnetka Street. This was essentially utilizing and expanding the existing natural storage that occurs within the ditch line.

DETENTION BASIN DESIGN

Future development within this 12.78 acre area could likely be served by a regional detention basin. The best location topographically appears to be the vacant 0.84-acre lot at the southwest corner of Winnetka and Deer. This lot currently provides natural storage for the area and by the recommendations of the 1987 study should be preserved. It can be modified and enhanced to provide stormwater detention for development in the area. Based upon full development of the 12.78 acres, 1.50 acre-feet of detention will have to be provided. This is in addition to preserving the existing 1.53 acre-feet of natural storage in the area. A land survey was performed on the vacant lot as well as the downstream drainage ditch and culvert since those elevations will dictate how much storage can physically be provided on the site. Additional information that will dictate the detention basin design is the overflow elevation for the upstream basin. Currently this overflow route occurs over the intersection of Deer and Winnetka. As stated previously, these overflow routes cannot be eliminated or significantly raised without resulting in increasing the flooding potential upstream. Therefore the existing pavement elevation of Winnetka Street between Palos and Deer must be maintained close to its current elevation. This sets the maximum high water level that can be achieved in the detention basin. High water elevations in the basin higher than that become part of the overflow from the upstream watershed. With the outfall elevation and the high water elevation set, the maximum depth of water accumulation in the basin would be 2-1/2 feet. The maximum storage volume that could be obtained on the 0.84-acre lot would be under 2.0 acre-feet. The basin would have to have a permanent pool of water on the bottom (grassed bottom basins must have a slope to drain thereby reducing storage volume). This property also rises 9-feet from the north to the

south. Therefore to obtain any storage on the south half of the property, deep cuts (10-feet) and steep slopes need to be provided. As a result it would be necessary to locate the detention basin across the northern 90-feet of this lot as well as the lot to the west located at the southeast corner of Palos and Winnetka. The southern portions of these properties could be subdivided in possibly two lots each. This would provide a detention basin of about 1.5 acre-feet of storage, enough to compensate the 12.78 acre watershed for redevelopment but does not address preserving the existing natural storage areas within the watershed. Each potential development where there is natural storage would need to preserve it or the proposed regional basin would need to encompass the northern 180-feet of both lots. Again we run into the steep side slopes along the south side of the basin and the remaining 60-feet of each lot would not be sufficient for a standard single family lot. In effect both lots would need to be purchased.

DETENTION BASIN COSTS

The costs to construct the regional basin would entail;

- 1) Land purchase costs.
- 2) Design engineering costs.
- 3) Possible demolition and site preparation.
- 4) Basin construction costs.
- 5) Storm sewers or other offsite drainage improvements.

In talking with a local real estate agent, he stated that a current rough estimate of land costs is about \$75,000 per potential new lot in an unimproved state. Each of these lots have the potential to be subdivided into three new lots without any zoning variations. This is assuming that there are no limitations on the property that would make subdivision into 3-lots each difficult. Therefore each lot would have a minimum purchase price of \$225,000. The lot at the southwest corner of Winnetka and Deer is vacant and appears to be owned by the adjacent church as it is listed as tax-exempt. The lot at the southeast corner of Palos and Winnetka currently has a single family home on it. The purchase price of this property may be higher than \$225,000.

REGIONAL 1.5 acre-foot BASIN PROVIDING DETENTION FOR NEW DEVELOPMENT ONLY

<u>ITEM</u>	<u>COST</u>
1) Land Purchase	\$225,000
2) Design Engineering	\$ 10,000
3) Basin Construction Costs	\$ 40,000
4) Stormsewer to enclose ditch along Winnetka	<u>\$ 12,000</u>
TOTAL	\$287,000

REGIONAL 3.0 acre-foot BASIN FOR ALL DETENTION REQUIREMENTS

<u>ITEM</u>	<u>COST</u>
1) Land Purchase	\$475,000
2) Demolition/well abandonment/septic removal	\$ 20,000
3) Design Engineering	\$ 12,000
4) Basin Construction Costs	\$ 70,000
5) Stormsewer to enclose ditch along Winnetka	<u>\$ 12,000</u>
TOTAL	\$589,000

FUNDING

Construction of the regional basin could be funded in two ways. The first would be that the Village purchase the land and construct the basin with a recapture against all possible development within the watershed. The second would be that the first developer purchase the land and construct the basin with a recapture going to him. Because drainage is sensitive in this area I would not recommend delaying construction of the basin while development proceeds.

OWNERSHIP

Ownership and future maintenance of the basin will need to be by an agency that can insure continued maintenance. Because the land will probably be removed from private ownership, a government agency would likely have to have control. The Palatine Park District has previously expressed that they are not interested in ownership and maintenance of detention areas including those that could provide active park recreation purposes, so the Village of Palatine would be the logical agency. The Village currently owns and maintains some detention basins but this is a fraction of the total number of detention basins in the Village.

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plan commission
march 5, 2002

Report of Public Hearing – Docket P-02-14 – 100 Poplar ln & 1080 Palos ave..

The notice of public hearing was read by the chairman. The petitioner in Docket P-02-14, Hummel Construction Company, seeks preliminary and final approval of a plat of subdivision for six single family lots to be known as Clearwater Subdivision, rezoning from R1 to R2, and vacation of portions of the 66 feet of the Winnetka st. right-of-way, the east 33 feet of the Portage st. right-of-way, and the north 33 feet of the Poplar st. right-of-way for 3.15 acres at 100 Poplar ln. and 1080 Palos ave.

The following petitioner's exhibits were introduced:

1. Petition for rezoning
2. Palatine Real Estate Interest Disclosure Form
3. Affidavit
4. Title Insurance Policy (lot #1 and north 120 feet of lot #6)
5. Title Insurance Policy (lots #4, #5, and #6, except the north 120 feet of lot #6)
6. Plat of Subdivision
7. Engineering/Landscape/Tree Preservation plans revised 1/24/02
8. Plat of Vacation
9. Maintenance Agreement
10. Sample House Styles
11. Sub-area plan
12. Plan Commission Minutes – 3/6/01

Rick Draffkorn, partner in Hummel Construction Co., and Robert Hummel of Hummel Construction Co., were sworn in.

Draffkorn said the plan commission reviewed a similar request eight months ago. Since that time, the number of lots has been reduced from eight to six. Lot sizes are substantially larger than those required in the R2 zone by the village (24,000 to 30,000 square feet for four lots), he added, so he is seeking R2 dimensions for two lots on Winnetka.

Stilling described surrounded uses and zones and gave analysis of the request.

north	single family	R2
south	single family	R1
east	single family	R1 and R2
west	planned development	P

The property is currently unimproved. Recently two homes were demolished. Proposed lots #1, #2, and #3 would face east. A private driveway connecting to the existing Poplar st. right-of-way to the south would provide access to lots #1 and #2. A private drive from Winnetka would access lots #3 and #4. Both private drives would be 12 feet wide. The existing Winnetka st. would serve lots #5 and #6. Both Winnetka st. and Poplar st. would remain public. The Palatine Subdivision code requires all lots not in planned developments to front onto an existing public right-of-way. Therefore a variance would be required for lots #1-#4.

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Water and sewer would be provided to each lot by connecting to existing watermain and sanitary sewers located in the Winnetka st. right-of-way. Storm water would be managed by enlarging the existing Ethan's Glen retention pond and providing a combination of stormwater detention and compensatory storage. The reason compensatory storage is needed is that the elevations of the water are in the floodplain. The petitioner has been working with the Ethan's Glen Homeowners association to allow for improvements.

Proposed edge of water would be 804.5, and top of foundation for the proposed homes would be 811.5. Grading will be done so stormwater will be directed into the pond. The village engineer has reviewed and approved preliminary grading and drainage plans. The village council approved a stormwater drainage plan for this entire northwest subarea in 2000. The plan did consider this parcel as part of the study. Lots #1-#4 would have portions of the water from the pond in their backyards.

Thirteen of 22 trees on site would be saved. Six new trees would be planted along the private driveways. In addition, sidewalk and parkway trees would be installed along the Winnetka st. and Palos st. frontages. Both Winnetka and Palos would be improved to village standards with curb and gutter. The petitioner requests street vacations as listed in the public notice.

All persons who wished to address the petition were sworn in.

Jim Heavey, 1138 Deer, spoke about many storm water engineering issues, stating the line in Winnetka is too small to handle storm water for the eight block neighborhood funneling into this site. He suggested the use of an elliptical pipe from Deer and Winnetka to the pond abutting these lots. He stated that the proposal for a culvert across the street is off line. He recommended the village prepare for future development by placing the culvert in line. Commissioner Laymon recommended that Heavey discuss these engineering issues with the village engineer.

Stilling reminded the plan commission that a very complex engineering study was done for this area. a year ago in response to issues raised then by Heavey. Draffkorn added that he is upsizing the culvert from 12 inches to 24 inches to handle upstream water at the recommendation of the village engineer.

José Ortiz, 1008 N. Palos ave., said this plan looks better than the previous plan. He would like fencing on the driveways. He is concerned about where guests will park.

Symon Arno, 1048 N. Palos, said he prefers this density. He doesn't like front yards of this subdivision fronting existing rear yards. He feels these homes would be accessed from Poplar. He also objects to bringing storm water retention closer to existing homes. He is also concerned about the relationship of foundation heights, to those already in the neighborhood.

Stilling said foundation lines are set as they are, because the basements are walkout.

Draffkorn said the pond level is 804. The old 100 year flood plain is 808 with an agreement by former builders that foundation heights would be 3 feet higher than that. Hence the 811 foundation line.

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Arno said the new foundations would create a dam situation that scares existing homeowners.

Mrs. Williams said she would like five houses, even though lots #4, #5, and #6 mirror those across the street. She objects to rear yards being adjacent to existing homes' front yards. "Why not orient the fronts of the proposed homes to the retention pond?" she asked.

McPherson said he has concerns with private drives, their location. "I just don't like the private drive idea," he said. "Could the middle homes be oriented toward the pond?"

Hansen expressed concerns about guest parking. Draffkorn said the driveway apron for the three-car garages would be large enough to accommodate guest parking. Otherwise, guests could park on Poplar.

Stilling reminded the plan commission that the proposal conforms to the subarea plan for storm water management.

Dory McPherson, 1058 Palos ave., said she is concerned about drainage. Her foundation is 811. She does not want to become an inadvertent retention area. Stilling responded that a swale is being created to carry water north.

Arno said some trees shown on the plan are not on the petitioner's property. Stilling said he counted only those that were.

Mike Nocella, 1038 Palos ave., said the developer could construct a retaining wall to control water so the road could be put where the retention pond is. He thinks garages should be sideloading. In response to the petitioner's statement that people wouldn't buy \$500,000+ homes with garages in the rear, Nocella said that Kimball Hill is putting garages in the rear of \$750,000 homes being built now at the Glenview Naval Air Station.

Jeff LaGreca, 1058 N. Palos, asked who would build the homes. What building materials would be used? What would they cost? Draffkorn said Hummel would build the houses that would be priced in the \$500,000 to \$650,000 range. He added that all options for driveway placement, roadways, and house locations have been studied during the past two years.

LaGreca said he would like the open feeling of the area to remain. He showed how houses could be relocated to give all lake views and eliminate private drives.

Ortiz said the alternative to this development would be a church, and he couldn't live with a church parking lot.

Staff Recommendation

Staff recommends approval of the subdivision, rezoning, and vacation, subject to the following conditions:

1. The subdivision shall substantially conform to the plat of subdivision by Precision Land Surveyors, dated 11/2/00, and to the engineering plans, tree preservation and landscape plans

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by George McCarty, dated 6/2/01, last revised 9/14/01, except as such plans may be changed to conform to Village Codes and Ordinances and the following conditions:

2. A letter of credit and 10 percent cash bond, to ensure the completion of the public improvements in a form and amount acceptable to the Village Engineer shall be submitted prior to the start of construction.
3. The driveway maintenance agreement between lots 1 & 2 and lots 3 & 4 shall be revised in a manner acceptable to the Village Attorney. The prospective homeowners of these lots shall sign the agreement acknowledging that they are aware of the restrictions prior to the issuance of the certificate of occupancy. It shall restrict parking in the easement.
4. A covenant shall be added to the final plat indicating that no fill, fences, sheds, or other structures can be installed in the rear yards of Lots 1 through 4.
5. The agreement with the Ethan's Glen HOA shall be submitted prior to the start of construction.
6. The following permits are required: MWRD & IEPA
7. The development shall be subject to the Village's Anti-Monotony Code..
8. All house elevations facing a public street or private drive, including the east elevations of lots 2 & 3 shall be constructed with at least 50 percent brick. No vinyl or aluminum siding shall be permitted on these elevations. Any house design not adhering to this condition may be constructed if approved by the Village Council.
9. Any house that is not constructed by the petitioner shall be subject to Village Council review and approval prior to the issuance of a building permit.
10. The proposed homes for lots 1-4 shall maintain a minimum rear yard setback of 40 feet from the proposed high water line.

Adjacent homeowners were told they could build structures in their rear yards so long as they met the requirements of village ordinances.

Draffkorn said he is able to comply with all staff conditions.

The public hearing was closed at 10:45 p.m.

During discussion, commissioners made the following observations:

Laymon said he does not like front yards facing rear yards. He would prefer driveways on the other side of the houses.

Miller said it is possible to do anything with a piece of land and put driveways and streets in any location. But the preferences of the plan commission would probably not be cost effective for the four homes here.

McPherson said he wants the developer to find a way to have normal access rather than private drives.

Smith said he still doesn't like driveways in the backyards of adjacent landowners.

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Miller said he feels more landscaping would be preferable to fencing, especially since there are currently trees on the lot line, and a swale is going to be added . He feels it is better to keep a fence out of the mix.

RECOMMENDATION

Mrs. Williams moved, McPherson seconded that the plan commission recommend to the village council that it deny the request of the petitioner in Docket P-02-14, Hummel Construction Company, who seeks preliminary and final approval of a plat of subdivision for six single family lots to be known as Clearwater Subdivision, rezoning from R1 to R2, and vacation of portions of the 66 feet of the Winnetka st. right-of-way, the east 33 feet of the Portage st. right-of-way, and the north 33 feet of the Poplar st. right-of-way for 3.15 acres at 100 Poplar Ln. and 1080 Palos ave.

During discussion Mrs. Williams said she feels this still isn't the right plan for this land. "The use is correct, but the design isn't," she said.

Those voting aye: Smith, Mrs. Williams, Kolar, Miller, McPherson
Those voting nay: Laymon, Hansen, Dwyer, Terry

The motion carried.

Hansen concurred that this is a difficult parcel to develop. The marketplace will determine what is built, he said.

Dwyer, Hansen, Terry, and Laymon said they concur with staff conditions.

After communications, the meeting was adjourned at 11:15 p.m.

Natalie Meyer McKenzie
secretary

COMMITTEE OF THE WHOLE MEETING
MONDAY, APRIL 2, 2001
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CHAIRMAN JEZIERSKI CALLED TO ORDER THE MEETING OF THE COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE AT 8:04 P.M.

1. CONSIDER A RESOLUTION GRANTING FINAL SUBDIVISION APPROVAL, EVERGREEN SUBDIVISION, 86 E. ILLINOIS (COFFARO) DISTRICT 2.

Councilman Kostka move to recommend approval of the Preliminary and Final Plat of Subdivision, subject to several conditions, 2nd by Councilman Wagner. The motion passed 7-0.

2. VACANT THREE LOTS NORTH OF GLENCOE ROAD, SOUTH OF PALATINE ROAD AND EAST OF HARRISON AVENUE (KRAML SUBDIVISION) (NEWPORT HOMES) DISTRICT 1
 - A. CONSIDER AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
 - B. CONSIDER A RESOLUTION GRANTING FINAL SUBDIVISION APPROVAL
 - C. CONSIDER AN ORDINANCE REZONING FROM R-1 TO P
 - D. CONSIDER AN ORDINANCE VACATING THE NORTHERN PORTION OF THE EXISTING HARRISON AVENUE RIGHT-OF-WAY

Councilman Wagner moved to recommend approval of the Final Planned Development, Final Subdivision, Rezoning from R-1 to P, and vacating of a right-of-way, 2nd by Councilman Wilson. The motion passed 7-0.

3. CONSIDER A MOTION APPROVING THE PRELIMINARY PLANNED DEVELOPMENT FOR AN EIGHT LOT SINGLE FAMILY SUBDIVISION NORTH OF POPLAR STREET, SOUTH OF WINNETKA (CLEARWATER SUBDIVISION) (HUMMEL CONSTRUCTION COMPANY) DISTRICT 1.

Councilman Varroney moved to recommend approving the preliminary planned development, 2nd by Councilman Kostka.

M. Cassady stated that the petitioner wishes to construct an eight-(8) lot single family subdivision. The subdivision would be serviced by a 25' wide private drive (ending in a hammerhead) and the existing Winnetka Street. An alternative plan with the private drive located on the west side is not feasible due to the floodplain. Attached is an exhibit showing the rear yard setback from the proposed private street to the existing five (5) homes along Palos. This development plan was included in the northwest sub-area plan. During the Public Hearing, 10 residents expressed concern about the private drive in the rear yard, drainage, the rear of the existing homes facing the front of the proposed homes, street lights, wetlands and tree preservation. The Plan Commission voted 5-1 to recommend denial. Staff recommends approval to the Preliminary Planned Development, subject to several conditions.

Rick Draffkorn, Hummel Construction, provided an overview of the development and suggested the installation of driveway lighting instead of regular streetlights and increased buffering between the street and the rear of the homes.

Councilman Varroney expressed concern with the current designs and does not support the proposal.

Councilman Kostka expressed concern with the transition between the rear of the homes and the private drive.

Councilman Solberg suggested that the width of the private drive to be narrowed to increase the distance between the rear of the homes and the drive.

COMMITTEE OF THE WHOLE MEETING
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Bob Hummel, the petitioner, stated that they will be conducting a number of improvement in the area including increasing the capacity of the detention pond and flood control. Mr. Hummel stated that he has the opportunity to build several single-family homes with the current design without any offsite improvements.

Stan Gillin, President of Ethan Glen, stated that they have a written agreement regarding the improvement to the lake.

Jose Ortiz, 1008 Palos Ave, expressed concern about the private drive and opposes the proposal.

Jeff LaGreca and Laurie McPherson, 1048 Palos, expressed concern with the elevation of the homes, flooding, construction, the number of homes, the height of the homes.

Mike Nocella, 1038 Palos, express concern with the private drive in his rear yard, policing of the private drive, and construction of the homes.

Jim Heavy, 1138 Deer Rd, express concern with the layout and on site storage of the water.

Sharon Pottinger, 1048 Palos, expressed concern with the number of homes, retaining wall and tree preservation.

Mr. Hummel stated that flood control will improve, the elevation will be similar to the neighborhood and trees along the property line will not be disturbed.

The Committee suggested to Mr. Hummel examine moving the road to the west end of the property and examine the type of variation required to make the development work.

Councilman Wagner moved to table, 2nd by Councilman Wilson. The motion passed 7-0.

4. CONSIDER A MOTION APPROVING HOUSE ELEVATIONS FOR A NEW HOUSE AT 15 W. WASHINGTON (MILLER) DISTRICT 6.

Councilman Kostka moved to recommend approval of the house elevations, subject to the conditions that all elevations be constructed with cement-based siding or cedar siding, 2nd by Councilman Varroney. The motion passed 7-0.

5. CONSIDER A MOTION APPROVING HOUSE ELEVATIONS FOR NEW HOUSES AT 340 AND 346 W. SLADE (MILLER) DISTRICT 6.

Councilman Kostka moved to recommend approval of the house elevations, subject to the conditions that all elevations be constructed with cement-based siding or cedar siding, 2nd by Councilman Varroney. The motion passed 7-0.

6. PROPERTY LOCATED ON THE SOUTH SIDE OF DUNDEE ROAD, WEST OF QUENTIN ROAD (ASPEN WOODS SUBDIVISION) (LAKEWOOD HOMES) DISTRICT 3

- A. CONSIDER AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
- B. CONSIDER AN ORDINANCE REZONING FROM R-2 TO P
- C. CONSIDER A RESOLUTION GRANTING FINAL SUBDIVISION APPROVAL

COMMITTEE OF THE WHOLE MEETING
MONDAY, MARCH 19, 2001
PAGE 2

The motion to recommend approving the Hazardous Sidewalk Replacement Program passed 5-0.

Vice-Chairman Solberg adjourned the Infrastructure & Environment Committee Meeting at 7:54 p.m., without any objections.

CHAIRMAN WILSON CALLED TO ORDER THE MEETING OF THE POLICE POLICY & CODE SERVICES COMMITTEE AT 7:54 P.M.

1. CONSIDER AN ORDINANCE GRANTING A SPECIAL USE FOR A REAR YARD SETBACK REDUCTION TO PERMIT AN ADDITION, 25 W. ALDRIDGE AVENUE (LEE) DISTRICT 2.

Councilman Jezierski moved to recommend an ordinance granting a Special Use for a rear yard setback, subject to several conditions, 2nd by Councilman Kostka. The motion passed 5-0.

Chairman Wilson adjourned the Police Policy & Code Services Committee Meeting at 7:55 p.m., without any objections.

CHAIRMAN JEZIERSKI CALLED TO ORDER THE MEETING OF THE COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE AT 7:55 P.M.

1. PROPERTY AT 1591 W. DUNDEE ROAD AND TWO VACANT LOTS EAST OF GREENVIEW AND NORTH OF NORTH STREET (ASPEN MEADOWS) (ASPEN HOMES) DISTRICT 1
 - A. CONSIDER AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
 - B. CONSIDER AN ORDINANCE REZONING FROM R-1 TO P
 - C. CONSIDER A RESOLUTION GRANTING FINAL SUBDIVISION APPROVAL
 - D. CONSIDER ORDINANCES VACATING PUBLIC STREETS AND RIGHT-OF-WAY
 - I. ORDINANCE VACATING THE NORTH THREE FEET OF THE NORTH STREET RIGHT-OF-WAY
 - II. ORDINANCE VACATING THE ENTIRE SOUTHERN PORTION OF GREENVIEW, INCLUDING THE SOUTH 10 FEET OF THE ADJACENT PUBLIC ALLEY

Jerry Pindeski, petitioner's representative, stated he was present to answer any questions.

Councilman Kostka moved to recommend granting Final Plan Development approval, 2nd Councilman Wilson. The motion passed 5-0.

Councilman Kostka moved to recommend an ordinance rezoning for R-1 to P, 2nd Mayor Mullins. The motion passed 5-0.

Councilman Kostka moved to recommend granting Final Subdivision approval, 2nd Mayor Mullins. The motion passed 5-0.

Councilman Kostka moved to recommend ordinances vacating public streets and right-of-ways, 2nd Mayor Mullins. The motion passed 5-0.

2. CONSIDER A MOTION APPROVING THE PRELIMINARY PLANNED DEVELOPMENT FOR AN EIGHT LOT SINGLE FAMILY SUBDIVISION NORTH OF POPLAR STREET, SOUTH OF WINNETKA (CLEARWATER SUBDIVISION) (HUMMEL CONSTRUCTION COMPANY) DISTRICT 1.

8. Any house that is not constructed by the petitioner shall receive village council approval.
9. All house elevations fronting on a public street shall be constructed with at least 50 percent brick. No vinyl or aluminum siding shall be permitted on these elevations. Any house design not adhering to this condition may be constructed if approved by the village council.
10. Prior to the issuance of the certificate of occupancy for lots #10 and #15, the seller shall submit written certification signed by the purchasers acknowledging that they are aware of the detention basin located in the rear yard of each lot, identified on the final plat of subdivision as "stormwater detention easement." The certification shall state that the homeowners acknowledge and understand that the detention area cannot be regraded, filled in, or improved with any structures.
11. Fences, sheds, or similar structures shall not be constructed in any side yard easement that would restrict access to the detention basins. The required language shall be added to the plat of subdivision.

Pinderski said his client is able to comply with staff conditions.

RECOMMENDATION

Kolar moved, Mrs. Williams seconded that the plan commission recommend to the village council that it approve the final planned development for a 15-lot single family development at 1591 W. Dundee rd. and two vacant lots east of Greenview and north of North st. Said approval shall be contingent upon petitioner's compliance with 11 staff conditions listed above.

Unanimously carried.

Report of Public Hearing - Docket P-01-10 - Clearwater Subdivision

Notice of public hearing was read by the acting chairman. The petitioner in Docket P-01-10, Hummel Construction Company, seeks approval of a preliminary PUD for an 8-lot single family subdivision to be known as Clearwater Subdivision; rezoning from R1 to P after final PUD approval; vacation of portions of the 66-feet of Winnetka st. right-of-way, the east 33 feet of the Portage st. right-of-way; the north 33 feet of the Poplar st. right-of-way for 3.15 acres at 100 Poplar Ln. and 1080 Palos ave.

The following petitioner's exhibits were entered into the record:

1. Petition for Preliminary Planned Development
2. Palatine Real Estate Interest Disclosure Form
3. Affidavit
4. Title Insurance Policy - lot #1 and north 120 feet of lot #6
5. Title Insurance Policy - lots #4, #5, and #6, (except the north 120 feet of lot #6.)
6. Engineering Plans, Plat of Subdivision, and Landscape/Tree Preservations Plans revised 1/22/01
7. Photographs of sample house styles

Rick Draffkorn, Partner in Hummel Construction Co., and Robert Hummel of Hummel Construction Co., were sworn in.

Draffkorn gave information about the request stating that the two single family homes on the site had been condemned and subsequently razed. This developer proposes to build three lots that would be accessed off Winnetka and five lots that would be accessed from a new private street to be built off Poplar. Average lots size is 1/3 acre, he said, with sizes ranging between 9,500 square feet to three-quarters of an acre. The price range would be \$450,000 to \$500,000.

PETITIONER'S EXHIBIT

12

He said the developer has worked with the Ethan's Glen townhome association, and that lots #1-6 would actually be part of the Ethan's Glen Homeowners Association for purposes of pond maintenance since the pond would be shared by both developments. He said an overflow structure on hwy. 14 would regular the water level in the basin to keep the level even. Lots #1-3 are higher, he said, so the storm water flow is from south to north. Draffkorn added that 809 is the height of foundation which is well above the height of a 100-year storm.

Chris Stilling was sworn in. He described surrounding uses and zones and gave background on the parcel.

north	single family	R2
south	single family	R1
east	single family	R1 & R2
west	planned development	P

The proposed 25-foot wide private street would end in a hammerhead turnaround, Stilling said. The fire department has reviewed and approved preliminary plans. Lots #6-8 as well as an existing home would be served by Winnetka st. which would end at proposed lot #6. The proposed development would meet and exceed minimum design standards for the R2 zone.

Water and sewer would be provided to each lot by connecting to existing watermain and sanitary sewers in Winnetka st. Storm water would be managed by improving the existing Ethan's Glen retention pond to provide detention and compensatory storage. Grading will be done so storm water will be directed into the pond. The village engineer has reviewed and approved the preliminary grading and drainage plans. Lots #1-6 would have water from the pond in their backyards.

Sidewalk and parkway trees would be installed along the Winnetka st. and Palos frontages. Both those streets would be improved to village standards with curb and gutter. The petitioner seeks the vacation of the north 33 feet of the Poplar st. right-of-way, the western portion of the 66 feet of the Winnetka street right-of-way allowing the petitioner to have the southern 33 feet, and all of the 33 feet of the Portage st. right-of-way.

A tree survey shows 22 trees on site, of which the developer plans to save 14. A landscape plan shows that 26 new trees would be planted, 18 of which would be sited along the new private street.

Stilling said the Homeowners Association would be responsible for maintaining the private street. The private street would not meet Village right-of-way requirements.

All persons wishing to speak to the request were sworn in.

José Ortiz, 1008 N. Palos ave., said the main issue for him is the private street for lots #1-5. The street will be in his backyard, he said, showing that his home abuts lots #2 and #3. The proposal is changing the whole neighborhood, he added. He said the road should go where Portage is presently dedicated. He presented pictures showing water within 30 feet of his backyard.

Jim Heavey, 1138 Deer, at Deer and Winnetka, said that intersection was often underwater until village maintenance alleviated flooding somewhat. Drainage is slow in the area, he said, indicating it is his opinion that the pond won't be sufficient to stop flooding. He said that all proposed lots were full of water in 1996. How much is being dredged? he asked, noting that it appears that quite a bit of back filling will be done.

Hummel said that all elevations have been reviewed and approved by the village engineer. His building is well above flood lines. He said the amount he proposes to dredge the pond will be more than adequate to cover what backfilling is proposed. He pointed out that Portage may not be developed, because it is in a wetland. Concerning damage to existing and proposed trees from the construction of the private road, he said the road is a safe distance from the trees.

2. A letter of credit to ensure the completion of the public improvements in the amount of \$100,000 and in a form acceptable to the village shall be submitted prior to the start of construction.
3. A letter of credit and 10 percent cash bond to ensure the completion of the public improvements in a form and amount acceptable to the village engineer shall be submitted prior the start of construction.
4. The development shall adhere to the bulk and setback requirements of the R2 district.
5. Details of the modification of the outfall from the large lake are to be submitted at final planned development review.
6. A covenant shall be added to the final plat that no fill, fences, sheds, or other structures, can be installed in the rear yards of lots #1-6.
7. An amendment to the Ethan's Glen Declarations shall be submitted.
8. The Declarations for Clearwater shall be submitted in a recordable form and revised in a manner acceptable to the village attorney.
9. MWRD, IEPA, and COE permits are required.
10. The development shall be subject to the village's anti-monotony code.
11. The final landscape plan and tree preservation plan shall be revised in a manner acceptable to the village forester.
12. The final engineering plan shall be revised to show curb and gutter on the remaining section of Winnetka st. as determined by the village engineer.
13. The final engineering plan shall be revised to show Poplar st. to Palos ave. being improved to village standards. An overlay may be necessary, depending on its condition as determined by the village engineer.
14. All house elevations fronting on a public street shall be constructed with at least 50 percent brick. No vinyl or aluminum siding shall be permitted on these elevations. Any house design not adhering to this condition may be constructed if approved by the village council.
15. Any house that is not constructed by the petitioner shall receive village council review and approval prior to the issuance of a building permit.
16. All conditions of the final planned development shall apply.
17. No parking shall be permitted in the hammerhead. The plans shall be revised to reflect this condition.

Hummel said he had designed the streets without curb for aesthetic reasons. He said he is able to comply with staff conditions.

The public hearing closed at 9:50 p.m.

Commissioners made the following observations during discussion:

McPherson said he size of the retention pond has caused the loss of Portage street access at a normal location. Stilling noted that Portage was platted as a 33-foot street, so it was substandard to begin with. McPherson said the development doesn't seem reasonable for the area.

Mrs. Williams said:

- She would like access between lots #6 and #7.
- She doesn't like double frontage lots.
- This development should be wholly a part or not part of the Ethan's Glen Homeowners Association. Permitting it to be a part for just issues relating to the detention pond would be setting a bad precedent, she feels.
- Permitting this development would be setting a bad development trend, she said. Hummel knew from the beginning that this was a difficult development.

Both Smith and Kolar concur with Mrs. Williams. Smith added that he sees potential future problems. He opposes a road in people's backyards.

Kolar said he dislikes the plan based on what it will do to the adjacent homeowners.

plan commission
march 6, 2001

page 6

Hansen said he realizes that Portage is never going to be improved. He pointed out that double frontage lots exist near Fremd High school and on Roselle rd. He would oppose standard street lighting. He feels the development could work.

RECOMMENDATION

Mrs. Williams moved, McPherson seconded that the plan commission recommend to the village council that it deny the request of the petitioner in Docket P-01-10, Hummel Construction Company, who seeks approval of a preliminary PUD for an 8-lot single family subdivision to be known as Clearwater Subdivision; rezoning from R1 to P after final PUD approval; vacation of portions of the 66-feet of Winnetka st. right-of-way, the east 33 feet of the Portage st. right-of-way; the north 33 feet of the Poplar st. right-of-way for 3.15 acres at 100 Poplar Ln. and 1080 Palos ave.

Those voting aye: McPherson, Kolar, Smith, Williams, Miller
Those voting nay: Hansen

The motion carried.

Report of Public Hearing -- Docket P-01-11 -- Aspen Woods

The notice of public hearing was read by the acting chairman. The petitioner in Docket P-01-11, Lakewood Homes, Inc., seeks preliminary and final approval for a model home and single family development to be known as Lakewood Glen and rezoning from R2 to P for 5.71 acres south of Dundee and west of Quentin rd.

The following petitioner's exhibits were introduced:

1. Petition for Preliminary and Final Planned Development (one step)
2. Palatine Real Estate Interest Disclosure Form
3. Title Insurance Policy
4. Land Title Survey
5. Plat of Subdivision
6. Master Plan
7. Landscape Plan and Plantings List
8. Architectural Plans and Elevations for lot #10 dated 3/20/00
9. Details for proposed fence

Stilling gave background on the proposal which was approved as a 16-lot single family development in the R2 zone in 1994. The original developer, Aspen Homes, sold the development to Lakewood Homes which has been operating a model home community. Last year Lakewood applied for a plat of consolidation for lots #8-10. The plan commission held the public hearing on July 18 and recommended approval. The village council committee of the whole tabled this item to allow staff and the developer to revise the proposal. Since then the village has amended the zoning ordinance to require all model homes to receive a special use. Hence the petitioner seeks preliminary and final planned development for a model home and a single family development and rezoning from R2 to P.

The developer seeks to consolidate three lots (#8, #9, and #10) into two lots, both larger than 9,000 square feet, to accommodate a larger model home he will be offering. Lots #1-5 and #16 would be resubdivided to create an outlot along Dundee rd. The homeowners association would be responsible for owning and maintaining the outlot and landscaping. The developer now proposes to put the detention basin, originally part of lots #1 and #16 into outlot A so it can be owned and maintained by the association. Lots #1-4 would have front and rear yard setbacks of 25 feet because of the additional outlot created for landscaping. Lot #5 would have a corner side yard setback of 15 feet. The remaining 15 feet is part of the newly created outlot. The zoning ordinance requires a 30-foot setback from all state and county roads.

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on August, 12, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Special Use to permit a fence in the front yard of the subject property.

The property is commonly known as 1480 W. Poplar Street.

The Petitioner has revised the initially proposed fencing plan and is now proposing to install a 5-foot tall open-style aluminum fence along the front property line of the subject property. The proposed fence would be located approximately 18 inches west of the front/eastern property line and would end north of the private drive for the subject property, which also abuts the vacant lot directly south of the home at 1480 W. Poplar Street. Both lots are owned by the Petitioner and function as one zoning lot.

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

FILE #: SU-000125-2024

VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 24th day of July 2025

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
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and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of PALATINE 1480 W. POPLAR ST.



County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 24TH day of JULY, A.D. 2025, and the last publication thereof was made on the 24TH day of JULY, A.D. 2025.

Your Legal appeared in
the following Journal & Topics
Newspapers
(Des Plaines Journal, Inc.)

- ☐ Des Plaines Journal
- ☐ Elk Grove Village Journal
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- ☒ Palatine Topics
- ☐ Rolling Meadows Topics
- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal

IN WITNESS WHEREOF, THE **DES PLAINES JOURNAL, INC.**, has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 24TH day of JULY, A.D., 2025.

By Todd W. Small

President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 24TH day of JULY, A.D., 2025.

My commission expires the 15TH day of JULY, A.D., 2025.

MOVER:	Kevin Cavanaugh
SECONDER:	Patrick Noonan
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Kevin Cavanaugh, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

C. 1480 W. Poplar Street

1. Special Use to permit a fence in a front yard

SU-000125-2024 – 1480 W Poplar Street

Notice was published in the Journal & Topics on August 21st, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. **Special Use Application**
2. **Proof of Ownership**
3. **Plat of Survey**
4. **Site Plan**
5. **Fence Elevation**
6. **O-46-02 PUD**
7. **PZC Minutes 10/22/2024**
8. **PZC Minutes 5/23/2023**
9. **Public Notice**

Background:

Ben provides The Petitioner is seeking Special Use approval for a 5-foot tall open-style aluminum fence along the east side of the property and gate and now moved 2' to the west as per previous requests. The petitioner is requesting a Special Use to permit a fence in a front yard.

Sworn in petitioner: Victor Baranovici – 1480 W Poplar Street

Mr. Baranovici explains that he has had to call 911 numerous times regarding people accessing his driveway, which is the reason for the fencing and gate request. Palatine police have been contacted on many occasions due to safety concerns, with cars driving into his property to check out the area or to see if there is access to the lake. He cites incidents where property was almost damaged and expresses concern for the safety of his children. He notes that 911 has been his resource to address trespassers. He reiterates his need for the fencing and gate requested in this petition.

Chair Wood asks if the road is private or public and refers to the site plan for

verification.

Mr. Baranovici explains that the area at the light pole is private.

Mr. Vyverberg states there are two homes to the north, and that a license agreement had previously been in place and was approved with the subdivision.

Mr. Baranovici states he owns and maintains the property, including grass and trees, even in areas not technically his responsibility.

Commissioner Schubert comments that many properties within Palatine do not have gates and asks the Petitioner to explain the features and intentions of the proposed gate.

Mr. Baranovici responds that his gate is motion-sensor activated. He explains that there had been concerns from the fire department regarding access to the property in emergencies, but explains that the gate is designed to allow access for all vehicles and has a motion sensor and will open for emergency use. His goal is not to prevent access to his house, but to deter trespassing and add safety for his family.

Commissioner Bettenhausen asks if there will be reflective materials on the fence for nighttime visibility.

Mr. Baranovici responds that reflective signage could be added if the village deems necessary. He explains that most drivers go slowly as the asphalt is already difficult to see.

Commissioner Schubert asks if vehicles are able to turn around at the gate easily.

Mr. Baranovici states there is room for a comfortable U-turn and space for approximately two and a half cars.

Commissioner Schubert asks where garbage is placed on pickup day.

Mr. Baranovici states he has to take his trash to the corner of Poplar & Palos Avenues.

Mr. Vyverberg provides background on the original license agreement, noting the limited number of cars that use the area and the unique nature of the site.

Mr. Baranovici states that fencing is proposed near the pond and around the house.

Mr. Vyverberg explains the circumstances regarding fencing on these lots.

Commissioner Bettenhausen asks if the proposed fence will end at the fire hydrant.

Mr. Baranovici states it will be installed to code.

Mr. Vyverberg provides additional clarification. He explains that questions had previously been raised regarding fill on the property and did not find any violations for unnecessary fill and did not find any specific engineering violations. The village Engineer and I further inspected the site, but after walking the site, no violations were found. The proposed fence line was adjusted 2 feet to the west will further open the area and, to address utility concerns, have been eliminated. If the final fencing plan location is acceptable to both Fire and Planning & Zoning. If recommended by Planning & Zoning and the Village Council, there would need additional detail provided by the petitioner. He notes that the fence was originally proposed as a solid 5–6' structure but has since been changed to an open fence with a gate, which is acceptable to staff and moving it 2' is acceptable to staff.

STAFF RECOMMENDATION:

The Petitioner has amended the most recent request and proposed to move the fence approximately 2 feet from the lot line. This dimension would avoid the potential

for utility conflicts and also should not interfere with any existing landscaping along the shared lot line. The final proposed gate location will have to be submitted in a manner acceptable to the Fire Marshal. Therefore, Staff recommends approval of the proposed Special Use for a fence in the front yard, subject to the following conditions:

1. The Special Use shall substantially conform to the Site Plan and Fence Elevation submitted by the Petitioner, Victor Baranovici, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The final fencing site plan and fencing location shall be revised in a manner acceptable to the Director of Planning and Zoning and in compliance with the Planned Development Ordinance (#O-46-02) requirements, including tree preservation and landscaping for Clearwater subdivision.
3. The final gate and its manual open operations plan shall be submitted in a manner acceptable to the Fire Marshall. The manual open gate shall not be locked to allow for emergency service access.
4. The proposed fencing shall not be located in the rear yard, nor extend beyond the existing rear building line for the residence of the subject property.
5. A Hold Harmless shall be submitted in a manner acceptable to the Village Engineer, and shall be recorded with the property. The Village shall have no responsibility to replace the fence.

Commissioner Friedman requests clarification of Item #3, stating that it references a manual gate twice while the plan indicates an automatic gate. He notes that if the gate is automated and malfunctions, emergency vehicles would still need access through a manual mechanism.

Mr. Vyverberg states that is correct, and the final gate plans will need to be approved by the Fire Marshal, with any required plan changes made with the building permit review.

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

Commissioner Noonan Made a motion to approve subject staff's conditions, seconded by Commissioner Ruth-Wurster.

DISCUSSION:

Commissioner Kolososki states that the new request looks better, noting that the petitioner has taken care of the property and invested significant money into it. He states that it meets the standards.

Commissioner Roth-Wurster states this has been a long process, as this is the third time the petitioner has come before the commission. She notes that when reviewing the standards for special use, the homes and lakefront property with the public/private road leading up to the house presents a unique circumstance. She explains that the standards for special use relating to health, safety, and welfare have been addressed. The open fence and automated gate provide safety and deterrence, as people are often curious and trespass onto the property. She states this request meets the standards.

Chair Wood states that some people believe gates are a good solution and others do not, making it subjective. She explains that in this case, the petitioner has demonstrated the need for it. She notes that after back and forth with staff and several changes, the request addresses health, safety, and welfare, does not reduce property values, and achieves the petitioner's objectives. She states it is a great solution and hopes it accomplishes the petitioner's goals.

Chair Wood summarized that this request has met the standards and was unanimously approved by a vote of 8-0. This item will tentatively go to Village Council on October 6, 2025.

RESULT:	APPROVED
MOVER:	Patrick Noonan
SECONDER:	Cindy Roth Wurster
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Kevin Cavanaugh, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

V. PUBLIC COMMENT

VI. ADJOURNMENT

RESULT:	APPROVED
MOVER:	Patrick Noonan
SECONDER:	Tim Schubert
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Kevin Cavanaugh, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on August, 12, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Special Use to permit a fence in the front yard of the subject property.

The property is commonly known as 1480 W. Poplar Street.

The Petitioner has revised the initially proposed fencing plan and is now proposing to install a 5-foot tall open-style aluminum fence along the front property line of the subject property. The proposed fence would be located approximately 18 inches west of the front/eastern property line and would end north of the private drive for the subject property, which also abuts the vacant lot directly south of the home at 1480 W. Poplar Street. Both lots are owned by the Petitioner and function as one zoning lot.

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

FILE #: SU-000125-2024

VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 24th day of July 2025

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(Village) (Town) (City) (Township) of PALATINE 1480 W. POPLAR ST.



County of COOK

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- ☐ Rolling Meadows Topics
- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal

IN WITNESS WHEREOF, THE **DES PLAINES JOURNAL, INC.**, has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 24TH day of JULY, A.D., 2025.

By Todd W. Small

President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 24TH day of JULY, A.D., 2025.

My commission expires the 15TH day of JULY, A.D., 2025.

Consider an Ordinance Granting a Live Entertainment Special Use Condition Review and a Special Use Amendment to Special Use Ordinance #O-91-23 to Permit Changes to the Live Entertainment Business Plan and Floor Plan at 1280 E. Dundee Road

BACKGROUND:

The Subject Property, zoned B-2 Shopping Center District, is occupied by Aragvi restaurant. In 2023, the Petitioners received Special Uses for a restaurant, with liquor service, and live entertainment. The Live Entertainment Special Use Ordinance approval included conditions (#2-3), which required the business be operational for at least 6 months prior to commencement of the live entertainment portion of the business operations. Additionally, the live entertainment special use required a staff operations' review and an additional Village Council review. The live entertainment component began after 6 months of operations and Staff (including Police Department site visits) did review the operations. Nevertheless, the Village Council live entertainment review was not completed, as required. The petitioner is aware of this violation. Therefore, in addition to the Village Council live entertainment review, the Petitioner is proposing a special use amendment to recognize a smaller customer dance area, which functions adjacent to and in conjunction with the live entertainment and stage area. Therefore, the Petitioner is requesting approval of the following:

Live Entertainment Special Use Condition Review and a Special Use Amendment to Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floor plan.

KEY ISSUES:

- Aragvi has operated since early 2024 as a Georgian-style full-service restaurant with a bar, in an approximately 10,000 square-foot tenant space (with an additional 10,000 square foot basement area). The basement area is used for both walk-in coolers and permitted storage.
- The current hours of operation are as follows and are not proposed to change: Tuesday - Thursday: 12 PM to 10 PM. Friday - Saturday: 12 PM to 2 AM; Sunday: 12 PM to 8 PM. The restaurant also includes a retail food store, banquet rooms, and a live entertainment stage (approximately 72 square feet).
- The approved live entertainment includes small bands or a DJ, who will perform in the designated stage area near the front entrance. These special events will only be held on Fridays - Sundays.
- The Petitioner did not begin its live entertainment before completing 6-months of the restaurant's operation. Staff and the Police Department completed the initial review of the restaurant and live entertainment operations. Nevertheless, the condition requirements indicated an additional review by the Village Council. Additionally, the restaurant also has a smaller area for customer dancing in

conjunction with the live entertainment. As this was not a component of the business plan, a Special Use Amendment is also a component of this review.

- As part of the initial live entertainment special use, the Petitioners also have an informal area for customers to dance with the live entertainment and stage. It is approximately 150 square feet and located directly adjacent to the stage area. As the dancing area was not included as a part of the Special Use review, the Special Use Amendment includes this component. Other than this area's occasional use for dancing, there are no other proposed changes. The required number of access points to the tenant space also remain unchanged. The Police Department reviewed the initial and revised live entertainment business and security plans, as well as inspecting the live entertainment at the restaurant. As part of this review, the Police Department is not requiring or proposing any additional conditions.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on August 26, 2025

Residents testifying: None.

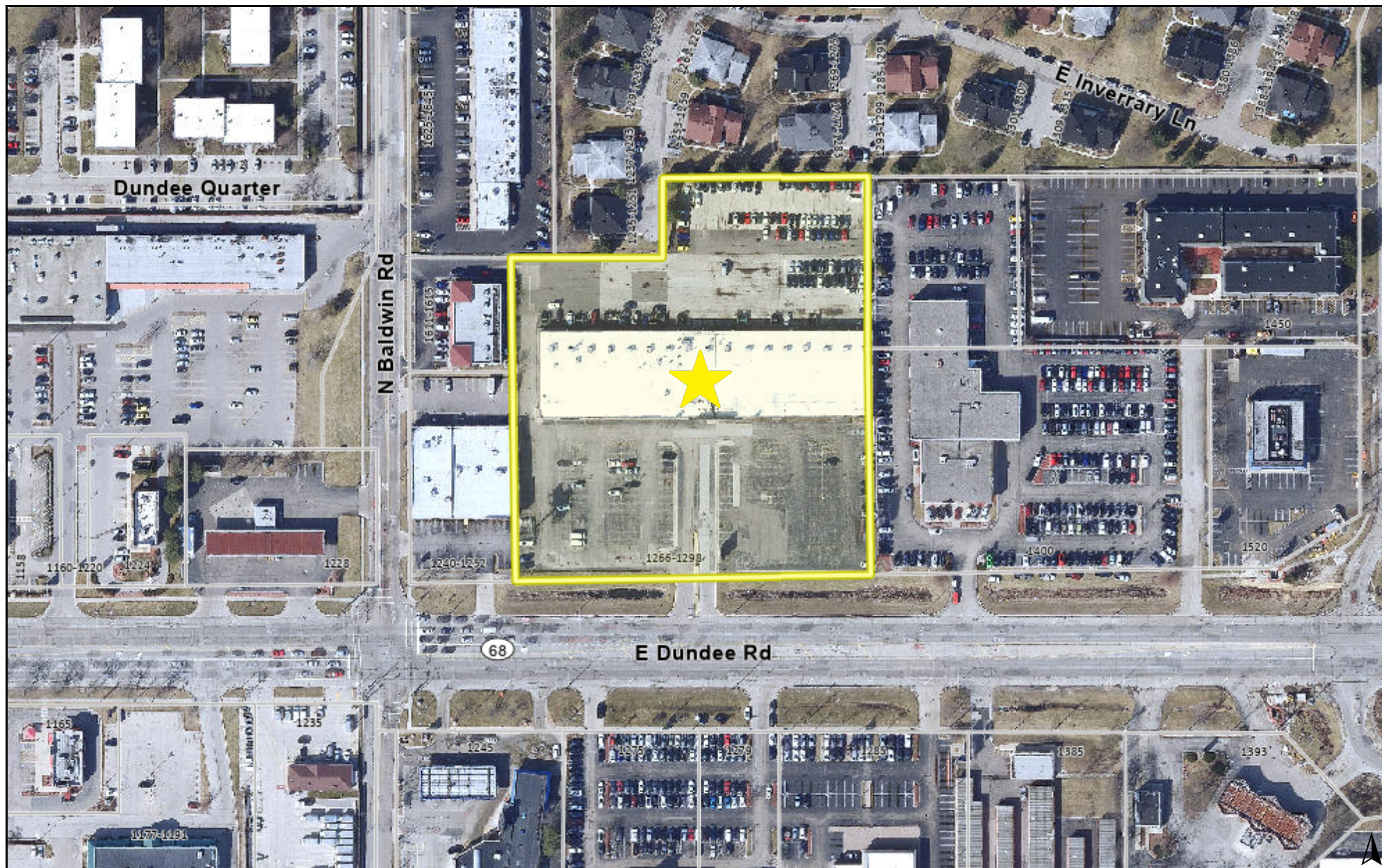
Vote: The PZC voted unanimously to approve the Special Use Amendment and Staff concurs.

ACTION REQUIRED:

A motion to accept the Staff Review of the Live Entertainment Special Use and an ordinance granting a Special Use Amendment Special Use Ordinance #O-91-23 to permit changes to the Live Entertainment Business Plan and Floor Plan.

ATTACHMENTS:

1. Aerial Map
2. ORD SUA 1280 E Dundee Road
3. EXHIBIT - Floorplan with dancing area noted
4. EXHIBIT - REDACTED - Revised security plan & information -Special Use Amendment - 1280 E. Dundee Road
5. PZC Materials - August 26, 2025 Meeting
6. PZC Minutes -1280 E Dundee - Regular Meeting - August 26, 2025
7. Public Notice



0 300 600
ft

Print Date: 3/30/2023

Notes

Cook County Aerial 2020

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.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE AMENDMENT TO SPECIAL USE
ORDINANCE #O-91-23 TO PERMIT CHANGES TO THE LIVE ENTERTAINMENT
BUSINESS PLAN AND FLOORPLAN
1280 E. DUNDEE ROAD**

WHEREAS, pursuant to a petition and public hearing on August 26, 2025, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for an Special Use Amendment to Special Use #O-91-23 to permit amendments to the floorplan and business plan, pursuant to Section 14.05 of the Palatine Zoning Ordinance, on the following legally described property:

THE WEST 66.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED BY DOCUMENT 21960657 RECORDED JUNE 30, 1972 AND EXCEPTING ALSO THAT PART LYING SOUTHERLY OF A LINE 250.00 FEET (AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST 1/4) NORTH OF AND PARALLEL WITH THE NORTH LINE OF DUNDEE ROAD, AS WIDENED BY DOCUMENT 20370146 RECORDED JANUARY 3, 1968, AS CONVEYED TO THE COUNTY OF COOK, BY WARRANTY DEED RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021369), ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 1280 E. Dundee Road (02-01-400-098-0000).

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

SECTION 1: Special Use Amendment to Special Use #O-91-23 to permit amendments to the floorplan and business plan, pursuant to Section 14.05 of the

Palatine Zoning Ordinance, is hereby granted, subject to the following conditions:

- 1. All other conditions of Special Use #O-91-23 shall remain in place.**
- 2. The Special Use Amendment shall substantially conform to the business plans and floorplan amendment, prepared by the Petitioner, except as such plans may be changed to conform to Village Codes and Ordinances.**
- 3. The final security plan shall be submitted in a manner acceptable to the Police Chief and Director of Planning and Zoning.**

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

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

PASSED: This _____ day of _____, 2025

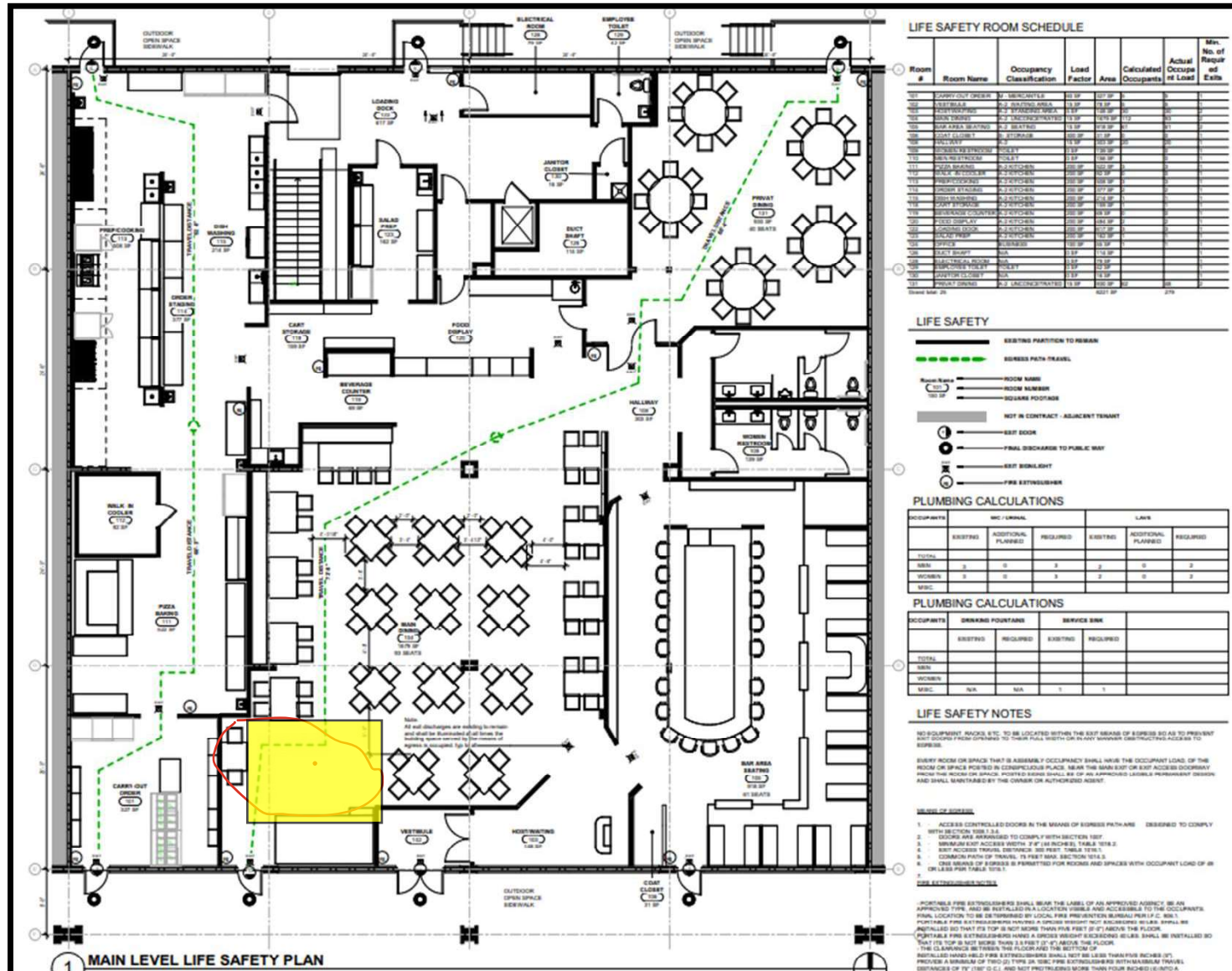
AYES:_____ NAYS:_____ ABSENT:_____ PASS:_____

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



ARAGVI, LLC

Security Plan

1. Security /Security Personnel

For all the events in the restaurant, including with live entertainment, we have 2 in-house security persons on duty all the time. We have licensed security personnel with experience in managing crowds and live entertainment venues. Security personnel are attired in a manner to readily identify them as such.

From the time a live music event ends and for 30 minutes thereafter, one or two persons of personnel shall be stationed outside the premises to assist and encourage patrons to leave safely. For large acts, at least one uniformed law enforcement officer with full police power may be employed (if necessary) until about 30 minutes following the end of the performance. The officer shall be assigned outside as patrons depart. We perform regular audits of all security procedures to ensure that, among other things, maintenance programs are up to date and security procedures are being followed. Additionally, we conduct regular training sessions for employees on security procedures, emergency response, and recognizing suspicious behavior.

In the restaurant are installed high-definition security cameras covering all areas, including entrances, exits, parking lots, and dining areas.

2. Control & Clearance of Parking Lot

Security staff shall regularly patrol both the women's and men's bathroom facilities.

We have mounted video cameras to cover the entrance, exits, and entire premises. Tapes will be made available upon request by the local Police Department. Security staff should regularly patrol the immediate exterior of the building at least once every half-hour, doing so on a random basis.

We provided adequate illumination for the building; the parking lots are illuminated as well.

3. Unruly Patrons/Guests

Restaurant management familiarize all security staff with provisions of the local ordinance for unruly patrons' ordinance. When a patron acts in a manner that is violent, abusive, indecent, profane, boisterous, or otherwise disorderly, the licensee will immediately contact the police and request that the police invoke the provisions of the ordinance.

The restaurant management and employees cooperate with the local police department, and police officers can always enter the restaurant to observe or check the events.

4. Circumstances Under Which the Police Will Be Called

The police will be called, in a timely manner, anytime management or staff have information to believe a crime has been or is about to be committed and/or whenever a threat of or act of violence occurs on the premises or off premises in areas that would be considered in view or earshot of the establishment.

We invite law enforcement to conduct regular security assessments and provide recommendations.

5. Behavioral Management

The restaurant always monitors the number of patrons entering the venue to ensure it does not exceed the maximum capacity.

The restaurant has established clear rules for guest behavior, such as no fighting, harassment, or disruptive behavior. The rules are always clearly explained to the guests by personnel.

The security staff is trained in non-violent conflict resolution, including how to handle unruly guests or situations involving intoxication.

The Restaurant established guest behavior monitoring. If necessary, we can use staff or security to identify guests who may be behaving inappropriately or excessively drunk and remove them before the situation escalates.

6. Handling of Physical Disturbances, Including Fights

Security and management is obligated to ask anyone who is making a conflict situation immediately to leave premises. If necessary, security or management will call the local law enforcement agency for assistance. Management and security will permanently refuse admittance to any chronic problem encounter (to everyone exhibiting challenging behaviors.)

7. Health & Safety Protocols

The Fire Safety is performed as follows:

- Esurance that smoke detectors and fire extinguishers are properly placed and accessible.
- We regularly inspect the kitchen, electrical equipment, and entertainment lighting to prevent fire hazards.
- All personnel are instructed about evacuation procedures that could take place, if necessary.
- The Restaurant has fired alarm systems and ensured they are in working condition.
- All staff know the location of fire exits and how to use extinguishers.

First Aid:

- The Restaurant has a certified first aid responder on-site (license nurse), as well as basic first aid kits.

8. Names and Dates of Birth of All Employees in a Management Capacity

The listing of all names and dates of birth of all employees performed.

9. Insurance Coverage

- **General Liability Insurance:** The restaurant has comprehensive liability insurance covering any incidents during business operations in general (with the coverage of up to \$2,000,000.00)

January 23, 2025

Ivanoff

/ Pavel Ivanoff/

Ben Vyverberg

From: [REDACTED]
Sent: Thursday, December 19, 2024 12:18 AM
To: Ben Vyverberg
Cc: [REDACTED]
Subject: RE: 1280 E. Dundee Road
Attachments: 20241217_192300.jpg; Document 74.pdf

Caution: This is an external email, Please take care when clicking links or opening attachments. When in doubt, please talk with the sender or check with VOP IT

Hello Ben,

In reply to your email and to follow up our phone conversation we would like to inform you the following:

- Our restaurant is open for public from 12:00 PM till 9:00 PM on Tuesday-Thursday; from 12:00 PM till 1:00 AM on Friday and Saturday and from 12:00 PM till 9:00 PM on Sunday.
- We provide the live entertainment on Friday and Saturday from 8:00 PM till 1:00 AM. We have dance floor with capacity up to 30 people. The music time takes about 50% during the diner time. Up to 50% during music time some guests have the opportunity/choice to dance.
- The professional license security guard permanently are presented during the live entertainment time (professional licenses are attached).
- Additionally, we have a musician (saxophonist) on Sundays, but no dancing allowed.

From time to time the police officers observe the restaurant and we did not have any complains or accidents.

Sincerely,
Oleg Gurevich.

From: Ben Vyverberg <BVyverberg@palatine.il.us>
Sent: Friday, December 13, 2024 3:58 PM
To: actaxcenter@gmail.com
Cc: pavelivanoff86@gmail.com
Subject: 1280 E. Dundee Road

Good afternoon Oleg and Pavel –

I am the Director of Planning and Zoning for the Village of Palatine and we met through the Special Use review process, when you were predominately working with Alex Bradshaw. Alex left the Village in November for another job opportunity.

Nevertheless, I was contacted by the Village Manager's office this morning, regarding a live entertainment request at the restaurant for music and dancing. As we discussed through the Special Use review process and at the Village Council meeting in August 2023, the implementation of the Live Entertainment portion of the approval could not begin until the restaurant had been operating for at least 6 months or August 13, 2023.

Additionally, prior to implementing the first live entertainment special event, a security plan was to be submitted to the review and approval of the Palatine Police Department, of which I am not aware of this ever happening. Also, the approved business plan does not discuss or describe any information relative to a dancing show. Therefore, I am not sure what that entails, but the special use approval does not include any such information and they would not be

allowed, without additional Village review. If you are wanting to expand the types of live entertainment offered at the restaurant, a Special Use Amendment would be required.

Prior to the consideration of any live entertainment, it will be necessary to submit the following information for Village review:

1. Updated security plan for the proposed live entertainment and subject to the review and approval by the police department. This should include the proposed hours of the live entertainment and the type of live entertainment proposed. After initial Village review and approval, Live Entertainment may only occur on a Friday, Saturday, or Sunday. Additionally, the security plan should provide the proposed number of security personnel for the event, as well as the during the event and after the close of the event and the restaurant.
2. Floorplan location for the live entertainment activities – note the special use approval limited these activities to the designated stage area within the restaurant (please refer to page 21 of the attached ordinance), which is included within the attachments.

Please review this information and submit the necessary information for Village review. At this point, Live Entertainment is not permitted at the restaurant, until the required materials and Village reviews are complete.

I will be in the office again on Monday and would be available for a conference call or meeting to further discuss.

Thank you,

Ben

Ben Vyverberg
Director of Planning and Zoning
Community Development Department
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

847-359-9048 (direct)
bvyverberg@palatine.il.us



**VILLAGE OF PALATINE
PLANNING AND ZONING COMMISSION**

**1280 E. Dundee Road – Special Use Amendment
August 26, 2025**

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Ben Vyverberg

PETITIONER: Oleg Gurevich, agent for Aragvi restaurant

PLAN NUMBER: SUA-000028-2023

ADDRESS: 1280 E. Dundee Road

BACKGROUND:

The Subject Property is zoned “B-2”, Shopping Center District, and is occupied by Aragvi restaurant. In 2023, the Petitioners received Special Uses for a restaurant, with liquor service, and live entertainment. The current uses within the commercial plaza consist of restaurant, retail, service uses. The Petitioner is proposing to a special use amendment to recognize an area for dancing, adjacent to the live entertainment stage. Therefore, the Petitioner is requesting:

- 1. Special Use Amendment to Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floorplan**

Surrounding Zoning/Uses:

North	Planned Development – Inverrary West
South:	Planned Development – “B-2” General Business District
East:	“B-2”, General Business District – auto dealership
West:	“B-2”, General Business District

KEY ISSUES:

- Aragvi has operated since the beginning of 2024, as a Georgian-style full-service restaurant, with a bar, in an approximately 10,000 square feet tenant space, and an additional 10,000 square feet in the basement. The basement area uses existing walk-in coolers and for permitted storage.
- The current hours of operation are as follows and are not proposed to change:
 - Tuesday - Thursday: 12 PM to 10 PM
 - Friday - Saturday: 12 PM to 2 AM
 - Sunday: 12 PM to 8 PM

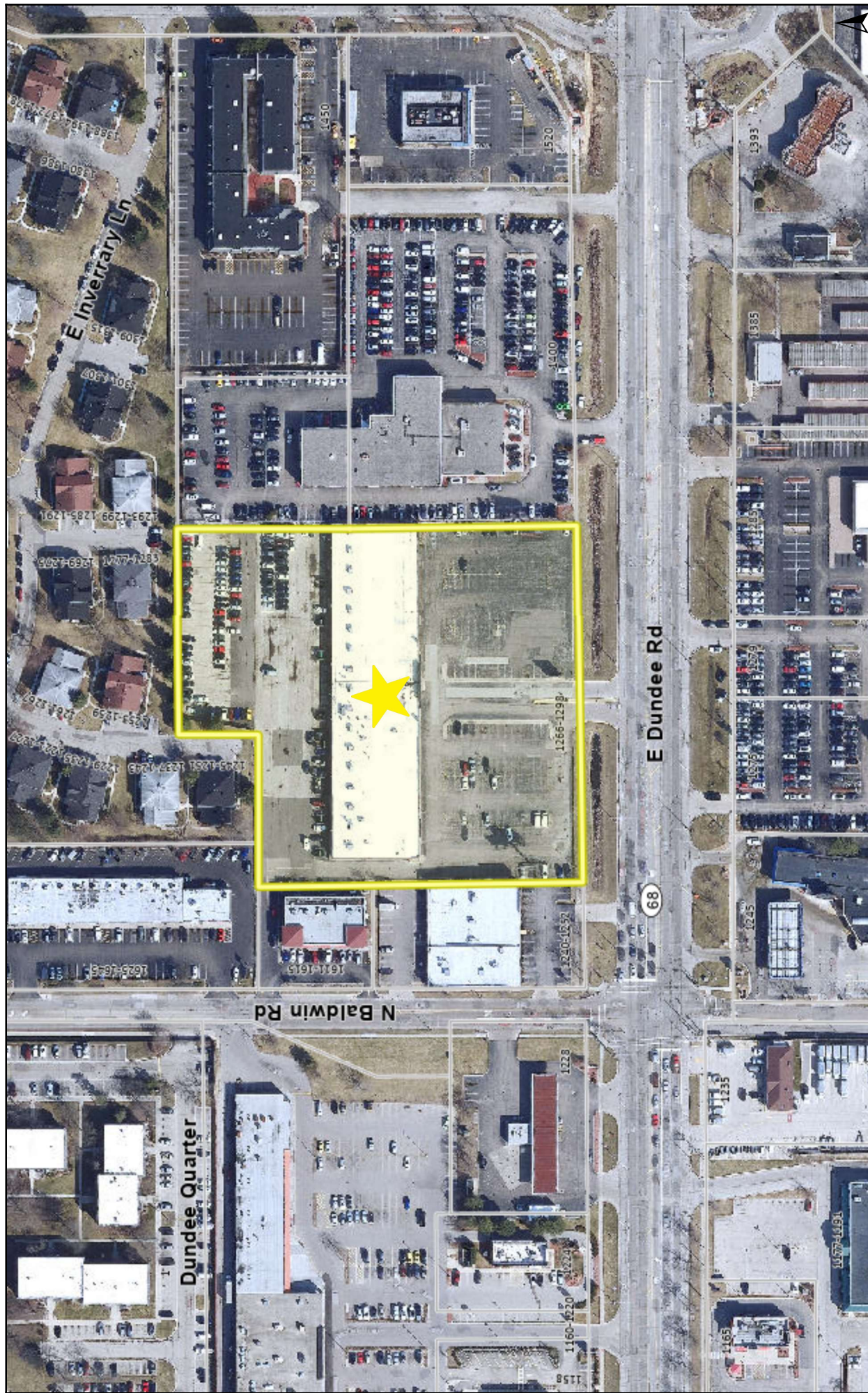
- The restaurant build-out included a retail food store, new kitchen equipment, and an added live entertainment stage (approximately 72 square feet).
- The approved live entertainment includes small bands or a DJ, whom will perform in the designated stage area near the front entrance. These special events will only be held on Fridays - Sundays.
- As part of the initial live entertainment special use, the Petitioners also have an informal area for customers to dance to the live entertainment and stage. It is approximately 150 square feet and located directly north of the stage area. As the dancing area was not included as a component of the live entertainment, it is necessary to amend the special use to include this component. Other than noting its occasional use for customer dancing, there are no other proposed changes to this area. The required number of access doors to the tenant space are also unaffected.

STANDARDS FOR SPECIAL USE: Since this Petition is not for a use publicly operated or traditionally affected with the public interest, those standards under Section 14.05 D (2) and (3) are applicable. Specifically, the Petitioners must show that the Special Use, if granted, will be operated in a manner consistent with the public health, safety, and welfare, and that the Special Use will not have a negative impact on the value of surrounding properties. The Petition for a Special Use is attached, and the Petitioners have attempted to address the required standards.

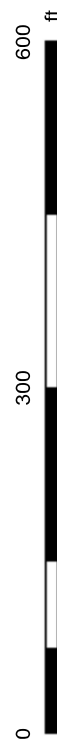
STAFF RECOMMENDATION:

The Petitioner continues to operate the restaurant and live entertainment components of the Special Use, restaurant and retail center. Procedurally, the area for dancing was not included in the initial live entertainment special use business plan. Staff does not object to this area's occasional use for dancing, in conjunction with the music played on the stage. Therefore, Staff recommends approval subject to the following conditions:

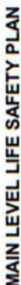
1. All other conditions of Special Use #O-91-23 shall remain in place.
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3. The final security plan shall be submitted in a manner acceptable to the Police Chief and Director of Planning and Zoning.

**Notes**

Cook County Aerial 2020

Print Date: 3/30/2023

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ARAGVI, LLC

Security Plan

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We provided adequate illumination for the building; the parking lots are illuminated as well.

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The Fire Safety is performed as follows:

- Esurance that smoke detectors and fire extinguishers are properly placed and accessible.
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First Aid:

- The Restaurant has a certified first aid responder on-site (license nurse), as well as basic first aid kits.

8. Names and Dates of Birth of All Employees in a Management Capacity

The listing of all names and dates of birth of all employees performed.

9. Insurance Coverage

- **General Liability Insurance:** The restaurant has comprehensive liability insurance covering any incidents during business operations in general (with the coverage of up to \$2,000,000.00)

January 23, 2025

Ivanoff

/ Pavel Ivanoff/

Ben Vyverberg

From: [REDACTED]
Sent: Thursday, December 19, 2024 12:18 AM
To: Ben Vyverberg
Cc: [REDACTED]
Subject: RE: 1280 E. Dundee Road
Attachments: 20241217_192300.jpg; Document 74.pdf

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From time to time the police officers observe the restaurant and we did not have any complains or accidents.

Sincerely,
Oleg Gurevich.

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Sent: Friday, December 13, 2024 3:58 PM
To: [REDACTED]
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Nevertheless, I was contacted by the Village Manager's office this morning, regarding a live entertainment request at the restaurant for music and dancing. As we discussed through the Special Use review process and at the Village Council meeting in August 2023, the implementation of the Live Entertainment portion of the approval could not begin until the restaurant had been operating for at least 6 months or August 13, 2023.

Additionally, prior to implementing the first live entertainment special event, a security plan was to be submitted to the review and approval of the Palatine Police Department, of which I am not aware of this ever happening. Also, the approved business plan does not discuss or describe any information relative to a dancing show. Therefore, I am not sure what that entails, but the special use approval does not include any such information and they would not be

allowed, without additional Village review. If you are wanting to expand the types of live entertainment offered at the restaurant, a Special Use Amendment would be required.

Prior to the consideration of any live entertainment, it will be necessary to submit the following information for Village review:

1. Updated security plan for the proposed live entertainment and subject to the review and approval by the police department. This should include the proposed hours of the live entertainment and the type of live entertainment proposed. After initial Village review and approval, Live Entertainment may only occur on a Friday, Saturday, or Sunday. Additionally, the security plan should provide the proposed number of security personnel for the event, as well as the during the event and after the close of the event and the restaurant.
2. Floorplan location for the live entertainment activities – note the special use approval limited these activities to the designated stage area within the restaurant (please refer to page 21 of the attached ordinance), which is included within the attachments.

Please review this information and submit the necessary information for Village review. At this point, Live Entertainment is not permitted at the restaurant, until the required materials and Village reviews are complete.

I will be in the office again on Monday and would be available for a conference call or meeting to further discuss.

Thank you,

Ben

Ben Vyverberg
Director of Planning and Zoning
Community Development Department
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

847-359-9048 (direct)
bvyverberg@palatine.il.us

SHEET 2 OF 2

THEREFROM THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE WEST 66.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED BY DOCUMENT 21960657 RECORDED JUNE 30, 1972 AND EXCEPTING ALSO THAT PART LYING SOUTHERLY OF A LINE 250.00 FEET (AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST 1/4) NORTH OF AND PARALLEL WITH THE NORTH LINE OF DUNDEE ROAD, AS WIDENED BY DOCUMENT 20370146 RECORDED JANUARY 3, 1968, AS CONVEYED TO THE COUNTY OF COOK, BY WARRANTY DEED RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021369), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1266-98 E. Dundee Road, Palatine, IL 60074. The Real Property tax identification number is 02-01-400-098-0000.

ORDINANCE NO. O-91-23

**AN ORDINANCE GRANTING A SPECIAL USE
1280 E. DUNDEE ROAD**

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on August 14, 2023**

ORDINANCE NO. 0-91-23

AN ORDINANCE GRANTING A SPECIAL USE
1280 E. DUNDEE ROAD

WHEREAS, pursuant to a petition and public hearing on June 27, 2023, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for Special Use to permit restaurant to operate with a local liquor license pursuant to Section 11.03 (d) (26); and for a Special Use to permit a restaurant to operate with live entertainment pursuant to Section 11.03 (d) (19) of the Palatine Zoning Ordinance, on the following legally described property:

THE WEST 66.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THRID PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED BY DOCUMENT 21960657 RECRDED JUNE 30, 1972 AND EXCEPTING ALSO THAT PART LYING SOUTHERLY OF A LINE 250.00 FEET (AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST 1/4) NORTH OF AND PARALLEL WITH THE NORTH LINE OF DUNDEE ROAD, AS WIDENED BY DOCUMENT 20370146 RECRODED JANUARY 3, 1968, AS CONVEYED TO THE COUNTY OF COOK, BY WARRANTY DEED RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021369), ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 1280 E. Dundee Road (02-01-400-098-0000).

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

SECTION 1: Special Use to permit restaurant to operate with a local liquor license pursuant to Section 11.03 (d) (26); and for a Special Use to permit a restaurant to operate with live entertainment pursuant to Section 11.03 (d) (19) of the Palatine Zoning

Ordinance, is hereby granted, subject to the following condition:

1. The Special Use shall substantially conform to the Floor Plan and Business Plan submitted by the Petitioner, Pavel Ivanoff, except as such plans may be changed to conform to the Village Codes and Ordinances.
2. Hours of operation shall be no later than 2 AM for special events and for those with live entertainment. Prior to implementing the first special event, the Petitioner shall submit a security plan in a manner acceptable to the Police Department and Planning and Zoning Director. This could include additional security measures and protocols required by the Village.
3. The live entertainment special use and license shall not be permitted to commence until after the restaurant has been in operation for a period of 6 months and a corresponding Staff review of their operations. This review will allow for additional conditions if deemed necessary by staff. If Staff does not support the implementation of live entertainment, the live entertainment component of the Special Use will be forwarded to the Village Council for further consideration. If authorized in the future, the live entertainment shall only be on the weekends, Friday through Sunday, and shall only be located at the designated stage area within the restaurant.

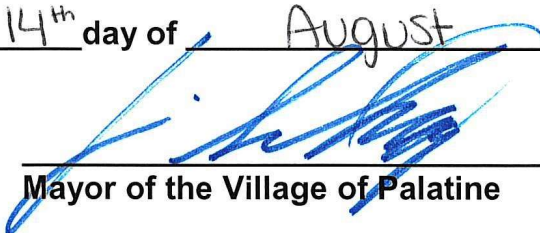
SECTION 2: That a copy of the public notice is attached hereto and form a part of this ordinance.

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

PASSED: This 14th day of August, 2023

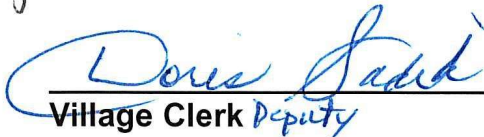
AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 14th day of August, 2023



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
14th day of August, 2023



Village Clerk Deputy

THEREFROM THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE WEST 66.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED BY DOCUMENT 21960657 RECORDED JUNE 30, 1972 AND EXCEPTING ALSO THAT PART LYING SOUTHERLY OF A LINE 250.00 FEET (AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST 1/4) NORTH OF AND PARALLEL WITH THE NORTH LINE OF DUNDEE ROAD, AS WIDENED BY DOCUMENT 20370146 RECORDED JANUARY 3, 1968, AS CONVEYED TO THE COUNTY OF COOK, BY WARRANTY DEED RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021369), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1266-98 E. Dundee Road, Palatine, IL 60074. The Real Property tax identification number is 02-01-400-098-0000.

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

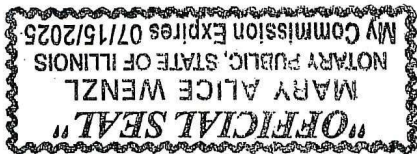
and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of PALATINE 1280 E. DUNDEE RD.

County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 8TH day of JUNE, A.D. 20 23, and the last publication thereof was made on the 8TH day of JUNE, A.D. 20 23.



Mary Alice Wenzl
IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 8TH day of JUNE, A.D. 20 23.

By *Tom Wenzl*
President
Title of Corporate Officer
County of Cook
State of Illinois

Subscribed and sworn to before me this 8TH day of JUNE, A.D. 20 23.
My commission expires the 15TH day of JULY, A.D. 20 25.

- Your Legal appeared in the following Journal & Topics Newspapers (Des Plaines Journal, Inc.)
- ☒ Des Plaines Journal
 - ☒ Elk Grove Village Journal
 - ☒ Mt. Prospect Journal
 - ☒ Niles Journal
 - ☒ Park Ridge-Golf Mill Journal
 - ☒ Prospect Heights Journal
 - ☒ Rosemont Journal
 - ☒ Arlington Heights Topics
 - ☒ Buffalo Grove Topics
 - ☒ Palatine Topics
 - ☒ Rolling Meadows Topics
 - ☒ Wheeling Topics
 - ☐ Suburban Journal
 - ☐ Northwest Journal
 - ☐ Glenview Journal

THEREFROM THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE WEST 66.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED BY DOCUMENT 21960657 RECORDED JUNE 30, 1972 AND EXCEPTING ALSO THAT PART LYING SOUTHERLY OF A LINE 250.00 FEET (AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST 1/4) NORTH OF AND PARALLEL WITH THE NORTH LINE OF DUNDEE ROAD, AS WIDENED BY DOCUMENT 20370146 RECORDED JANUARY 3, 1968, AS CONVEYED TO THE COUNTY OF COOK, BY WARRANTY DEED RECORDED OCTOBER 7, 1981 AS DOCUMENT 26021369), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1266-98 E. Dundee Road, Palatine, IL 60074. The Real Property tax identification number is 02-01-400-098-0000.

ARAGVI, LLC Business Plan

Background & History

ARAGVI, LLC began on November 1st, 2017, in the city of Buffalo Grove, Illinois as a bakery, later it had expended its business to a small restaurant. Focusing on the goals of “Quality, Healthy, and Tradition” the company is family operation making each dish in our own kitchens from scratch. ARAGVI, LLC has three generations of family member working together to fulfill the idea “Honor the Customer, Quality Comes First”. Through hard work and dedication, ARAGVI, LLC began building its brand around the idea of delicious and authentic traditional Georgian food.

Over the years the different type of populations, representing different communities had started to stop by our bakery and restaurant to enjoy hot, freshly Soup, Khachapuri (bread) and Kebabs. We honor the customers by providing them with the freshest, most delicious, and authentic meal experience possible. Traditional Georgian cuisine combines fresh meats, fresh vegetables, herbs, and spices into distinctly flavorful dishes that are considered among the healthiest in the world.

Ownership and Structure

The restaurant has started out as a LLC corporation, owned by its founders Pavel Ivanoff. Mr. Ivanoff will function as the General Manager.

Our Goal

More than just purveyors of authentic traditional Georgian food, we aim to take simple ingredients in its most basic form and transform it into delicious products for our customers. Our restaurant will make every item from scratch; this means we make every item from its most original form whether it be flour, salt, oil, cheese, and meat for our famous oven baked khachapuri or freshly ground pork and lamb.

Expectations

The most important assumption in the Projected Profit and Loss statement is the gross margin, higher than industry averages. We do see moderate growth over the first five years, because restaurants depend on word of mouth, and we'll be able to meet capacity requirements to

grow. Our gross revenue increased more than three times for the last two year and surpassed one million dollars.

Location

Our business has been opened at 136 Mchenry Rd, Buffalo Grove, IL but due to plaza remodeling, it was terminated by the city in June 2022. We are happy to reopen it at 1280 E Dundee Rd, Palatine, IL.

Premises will be used in accordance with proposed hours of operation (Monday – close, Tuesday to Thursday from 12:00PM to 10:00PM, Friday and Saturday from 12:00PM to 2:00AM, Sunday from 12:00PM to 8:00PM) with the following restrictions:

1. The rear door, accessible through the back party room, will not be utilized as an entrance or exit, except in emergency situations.
2. The staff will be instructed that in the rear of the tenant space to be mindful of the adjacent residential neighbors.
3. The cutoff time for the live entertainment will be in accordance with the license, village's permit, and policy.

Target Market

Our primary customer base is from north-west suburbs of Chicago (immigrants from former Soviet Union countries). Between they have combined population of 1,000,000.00 people with median income of \$70K. These people looking for good food and a fascinating atmosphere. We want the businessman, happy couples, high-end singles, families, tourists with money, wealthy image seekers and compulsive spenders. We focus on these specific groups because these are the types of people who frequent other restaurants and bars in the area. They are the ones that are willing to spend their money on good dining and service at a value price. We generally know the characteristics of our clientele with the available demographics. As the city of Palatine is re-developing, we can see that a fine dining establishment like Aragvi's is needed here. The city will have much to offer and the people that it draws expect a place where they will get the best of everything. Aragvi's Restaurant will offer a new fine dining concept to the area. The elegant atmosphere, our excellent food and our friendly staff will stand out and make a name in

Palatine. We will succeed by giving people a combination of excellent and interesting food in an environment that attracts successful people that want to get a little bit more out of life than just the ordinary!

Competition

Everyone that sells prepared meals is our competition though because we all compete for the same home meal replacement dollar. But no one in the area is offering the same menu, based on the traditional Georgian recipes. However, there are two segments of the restaurant industry that are our main competition: the casual dining restaurant concept and the fine dining value restaurant. The key is to deliver the best food at the best price with the highest level of service. This is the very definition of value. This concept is at the heart of Aragvi's Restaurant.

Marketing Plan

We will employ three different marketing tactics to increase customer awareness of Aragvi's Restaurant. Our most important tactic will be social media word-of-mouth/in-store marketing. This will be by far the cheapest and most effective of our marketing programs.

1. Word-of-mouth/In-store Marketing
2. Local Store Marketing
3. Local Media

Sales Plan

Our sales plan is to establish and maintain our position with our local customers. The strategy is to build more customers in order to increase revenue. Sales in our business is client service. It

is repeat business. We will focus on making all our customers happy with our food, service, and entertainment options. Our strategy in the restaurant is to have an experienced staff that know the food, wine and liquor. We will train every new employee so they will fit in with Aragvi's concept, which is "Wonderful food, reasonably priced wine and knowledgeable service in an outstanding atmosphere."

Our Advantages

- Location – most of our target customers live 20 miles around this place.
- Hours – we will be open 6 days a week.
- Special Evenings – on Friday's and Saturday's it will be operating until 2:00AM of the morning for special occasions (alcohol will be served until 2:00AM).
- Time-by-time we will be offering the banquet service for special occasions, such as weddings, birthdays etc.
- On Fridays, Saturdays and during special occasions we will be providing live and/or DJ music to our customers (Sound Regulation will be in place in accordance with Illinois Statutes and Regulations).

Keys to Success

Restaurateurs must look for ways to differentiate their place of business in order to achieve and maintain a competitive advantage. The founder of Aragvi, LLC realizes this. With the small redevelopment, it needs a place that will fit into the 'new look' of the community that is sophisticated and entertaining. The fact that no other restaurants in the area has this concept and atmosphere presents us with a window of opportunity and an entrance into a profitable niche in the market.

Aragvi's Restaurant's objectives for the first three years of operation includes:

- Keeping food cost under 35% revenue.
- Keeping employee labor cost between 24-29% of revenue.
- Stay as a small restaurant with excellent food and service.

- Providing a full security to our customers, by installing the security cameras, randomly checking ID and hiring the security guys for days, when expecting unusual capacity.
- Averaging sales between \$1,000,000-1,500,000 per year.
- Achieve 12% return on investment to investors for the first two years and 15% for the next three years.

Menu



KHACHAPURI



A bread in a category all its own, khachapuri inspires near-addiction in visitors who try it. Piping hot, oozing with cheese and butter, and made with love, khachapuri is an indulgence that isn't soon forgotten.

KHINKALI



These traditional dumplings are made of dough wrapped around a savory meat filling. The most common filling is a juicy mixture of beef and pork.

REFLECTED CEILING LEGEND

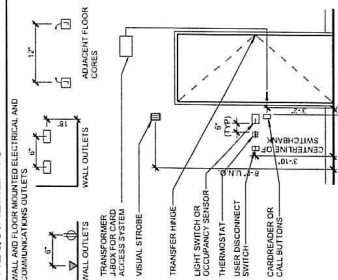
SYMBOL	CEILING TYPES
	2 x 4 CEILING TILE AND GRID
	2 x 2 CEILING TILE AND GRID
	CEILING TILE AND GRID, CAST IN PLACE
	NEW GYPSUM BOARD CEILING OR SOFFIT
	NEW MLWOK CEILING OR SOFFIT
SYMBOL	LIGHT FIXTURE TYPES
	2' x 2' RECESSED LIGHT FIXTURE
	LINEAR RECESSED LIGHT FIXTURE
	LINEAR PENDANT LIGHT FIXTURE
	LINEAR SURFACE MOUNTED LIGHT FIXTURE

	RECESSED WALL WASHER
	RECESSED SQUARE DOWNLIGHT
	RECESSED SQUARE WALL WASHER
	TRACK LIGHT
	WALL SCONCE
	LINEAR WALL SCONCE - VERTICAL
	LINEAR WALL SCONCE - HORIZONTAL
	FLUORESCENT STRIP OR TASK LIGHT
	COVE LIGHTING
	DECORATIVE PENDANT

PLAN LEGENDS

	PARTITION OR ELEMENT TO REMAIN
	EXISTING CONSTRUCTION, AREA OF BUILDING NOT IN CONTRACT (N.I.C.)
	NON-LOAD BEARING PARTITION OR ELEMENT TO BE DEMOLISHED
	NEW PARTITION OR ELEMENT

MOUNTING HEIGHTS & SPACING REQUIREMENTS



NOTE: REVIEW MOUNTING HEIGHTS WITH ARCHITECT PRIOR TO BACK-BOX INSTALLATION

ARCHITECTURAL SYMBOLS

COLUMN GRID & BUBBLES

1

A

WALL SECTION

SECTION NUMBER

SHEET NUMBER

DETAIL SECTION

DETAIL NUMBER

SHEET NUMBER

DETAIL REFERENCE BUBBLE

3

2

INTERIOR ELEVATIONS

ELEVATION NUMBER

SHEET NUMBER

ROOM REFERENCE

CONFERENCE ROOM

ROOM NAME

ROOM

ROOM NUMBER

DOOR TAGS

DOOR NUMBER

PARTITION DETAIL

PARTITION TYPE

BUILDING ELEVATION

FLOOR NAME

BUILDING DATUM ELEV.

NOT IN CONTRACT

HATCHED AREA NOT IN CONTRACT

AREA NOTED AS OCCUPIED OR UNOCCUPIED WITH CLASSIFICATION

N.I.C.

OCCUPIED AREA

UNOCCUPIED AREA

CLASSIFICATION

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PLAN LEGENDS

	PARTITION OR ELEMENT TO REMAIN
	EXISTING CONSTRUCTION AREA OF BUILDING NOT IN CONTRACT (N.I.C.)
	NON-LOAD BEARING PARTITION OR ELEMENT TO BE DEMOLISHED
	NEW PARTITION OR ELEMENT

CONCRETE | WOOD

FLOORING	MATL 8'-0"	CEILING TAG - MATERIAL & HEIGHT	CEILING HT.	CEILING TAG - HEIGHT

CEILING HT. 1'-0"

—(?)— SHEET NOTE NUMBER

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KEYED NOTE TAG
① — KEYED NOTE NUMBER

EQUIPMENT/RESTROOM ACCESSORY TAG

FINISH TAG

——FINISH TYPE

FURNITURE TAG	FURNITURE TYPE
FURN	

PLUMBING EQUIPMENT TAG

	EQUIPMENT TYPE
PF-01	

WORKPOINT

 POINT OF BEGINNING
FOR DIMENSIONING

CHECKED BY:	AV
DRAWN BY:	AV
PROJECT NUMBER:	D23.005

PROJECT NUMBER:

DWG INDEX, HATCH,
ANNOTATION SYMS., &
MOUNT. LOCATIONS, &
ABBREVIATIONS

ID0.10

OLYMPUS
DESIGN & DEVELOPMENT



**ALEKSANDR D.
VAYSMAN
ARCHITECT**

1005 MADISON LANE
ELGIN, ILLINOIS 60124
TEL: 815.398.1100
F: 815.398.8772

WWW.OLYMPUSDESIGNDEVELOPMENT.COM
INFO@OLYMPUSDESIGNDEVELOPMENT.COM



RESTAURANT - INTERIOR REMODELING

1280 E. DUNDEE ROAD.
PALATINE, IL 60074



**ALEKSANDR D.
VAYSAN
ARCHITECT**

1425 MADIELINE LANE
ELGIN ILLINOIS 60124
WWW.OLYMPUSDEVELOPMENT.COM
INFO@OLYMPUSDEVELOPMENT.COM
P. 312.858.6772



RESTAURANT - INTERIOR REMODELING

1280 E. DUNDEE ROAD.
PALATINE, IL 60074

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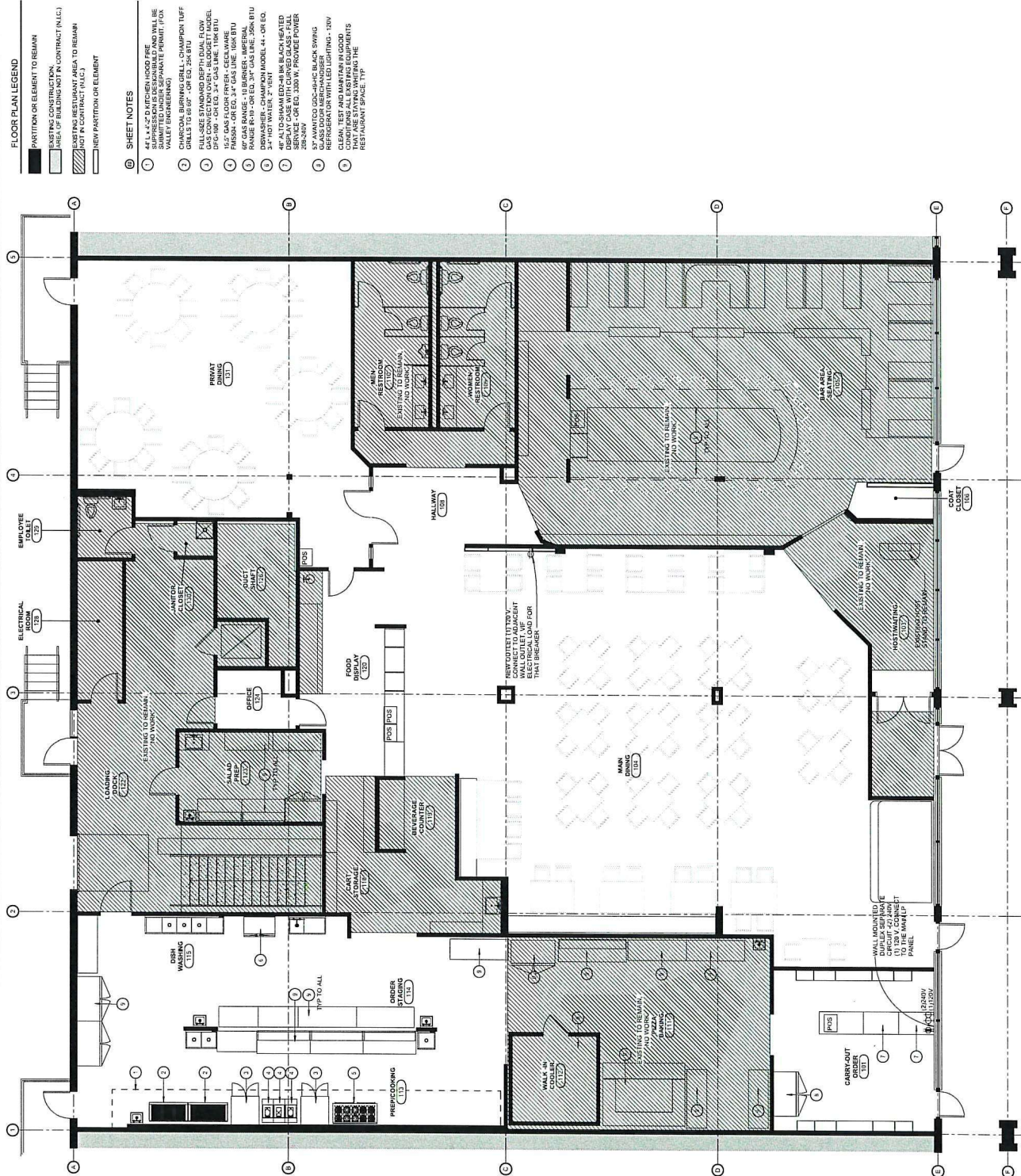
CLERKED BY: _____

DRAWN BY: _____ **AM**

PROJECT NUMBER:

MAIN LEVEL
EQUIPMENT, POWER
PLAN

ID4.01



1 MAIN LEVEL EQUIPMENT, POWER PLAN

SCALE: 3/16" = 1'-0"



**ALEKSANDR D.
VAYSMAN
ARCHITECT**
1425 MADELINE LANE
ELGIN ILLINOIS 60124
WWW.OLYMPUSDEVELOPMENT.COM
INFO@OLYMPUSDEVELOPMENT.COM
P: 312.852.6772



RESTAURANT - INTERIOR REMODELING

1280 E. DUNDEE ROAD.
PALATINE, IL 60074

[illegible]

CHECKED BY:	AN
DRAWN BY:	AN

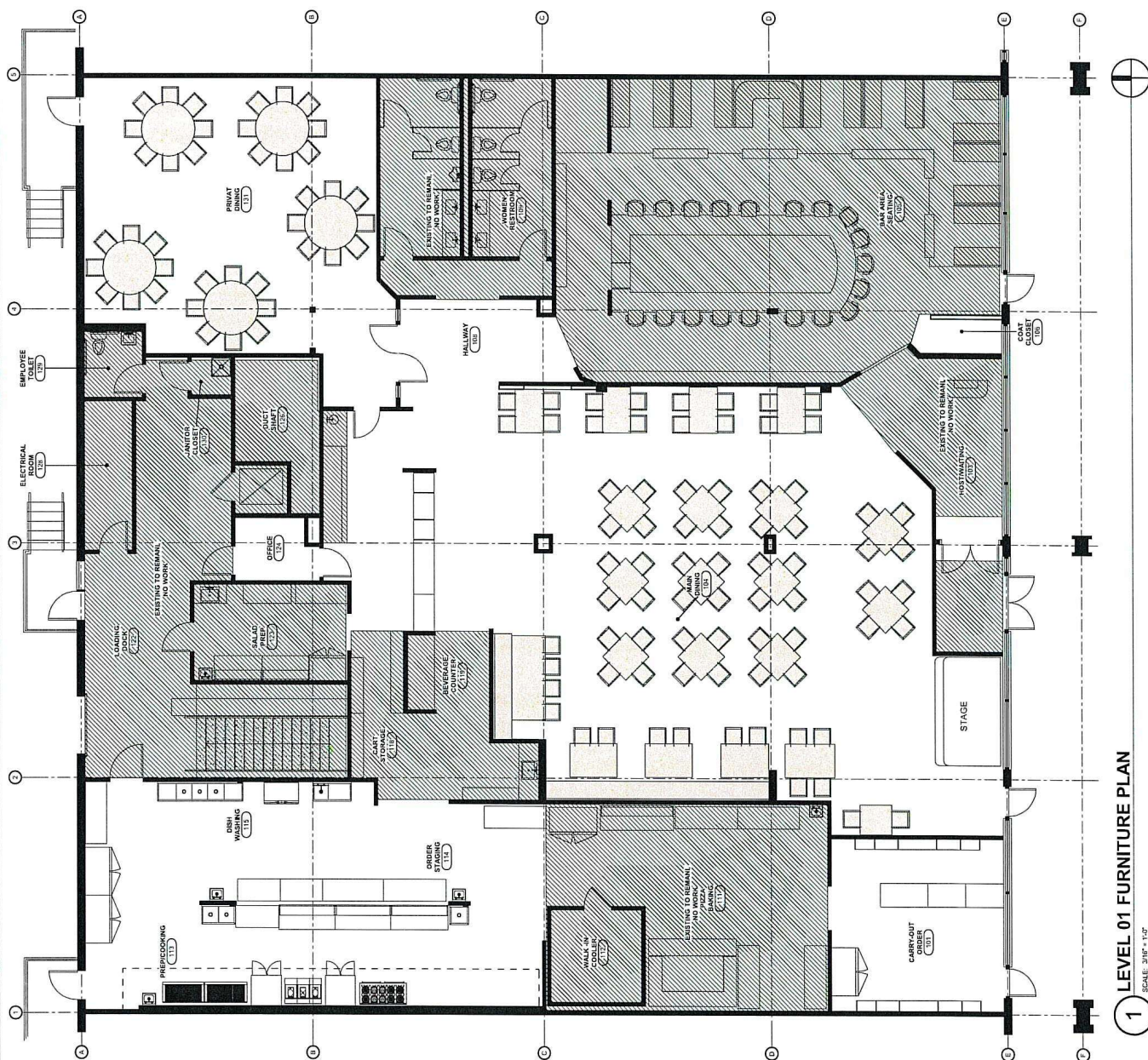
PROJECT NUMBER:

MAIN LEVEL FURNITURE
PLAN - FOR REFERENCE
ONLY

ID6.01

FLOOR PLAN LEGEND

- | | |
|---|---|
|  | PARTITION OR ELEMENT TO REMAIN |
|  | EXISTING CONSTRUCTION.
AREA OF BUILDING NOT IN CONTRACT (N.I.C.) |
|  | EXISTING RESTURANT AREA TO REMAIN
NOT IN CONTRACT (N.I.C.) |
|  | FURNITURE - OWNER PROVIDE, GC INSTALL |
|  | NEW PARTITION OR ELEMENT |



LEVEL 01 FURNITURE PLAN

2004-05-01

[illegible]

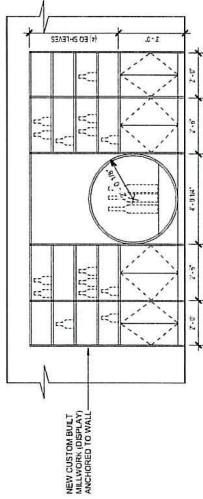
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PROJECT NUMBER:

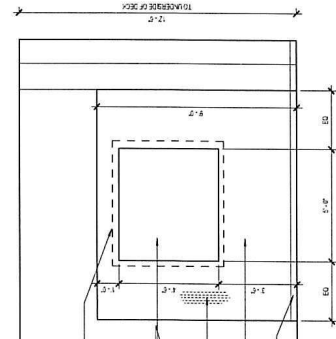
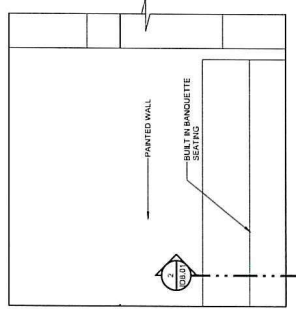
INTERIOR ELEVATIONS

ID7.01

INTERIOR ELEVATION - STORE DISPLAY

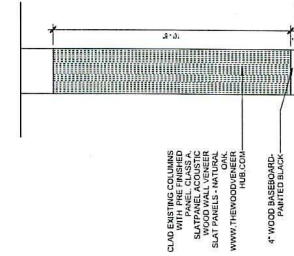
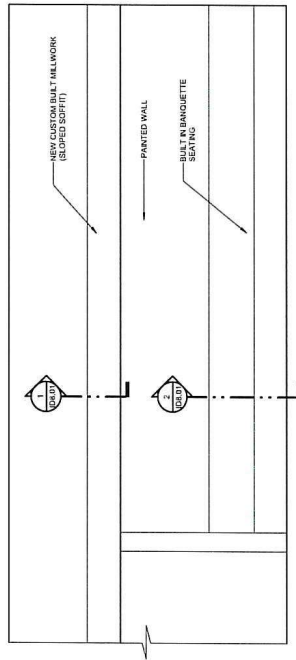


INTERIOR ELEVATION - BANQUETTE 1



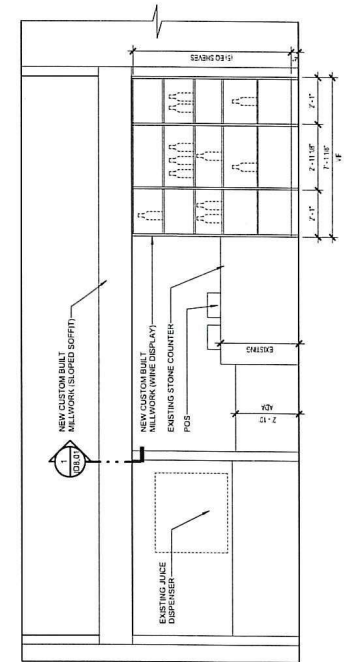
1 INTERIOR ELEVATION - GREEN WALL

INTERIOR ELVATION - BANQUETTE 2



COLUMN TYPE

3 INTERIOR ELEVATION - WINE DISPLAY





**ALEKSANDR D.
VAYSMAN
ARCHITECT**

1425 MADELINE LANE
ELGIN ILLINOIS 60124
WWW.OLYMPUSDEVELOPMENT.COM
INFO@OLYMPUSDEVELOPMENT.COM



EXP. 11-30-2024

**RESTAURANT -
INETRIOR
REMODELING**

1280 E. DUNDEE ROAD.
PALATINE, IL 60074

[illegible]

CHECKED BY:

DRAWN BY:

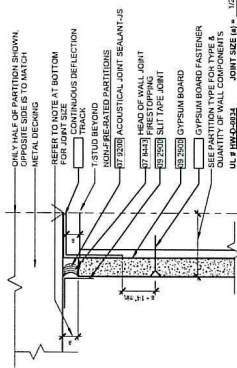
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PARTITION TYPES AND DETAILS

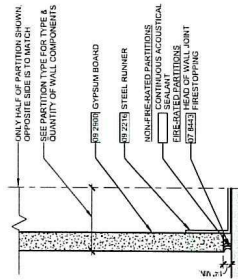
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PARTITION TYPES AND DETAILS
GENERAL NOTES

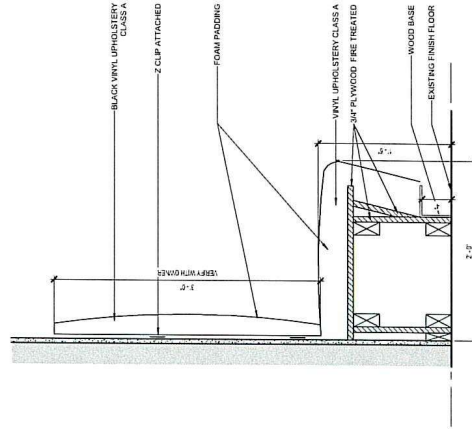
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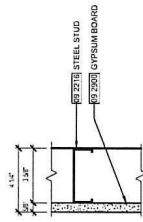
4 FRAMED PARTITION - HEAD



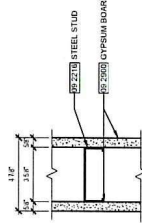
2 FRAMED PARTITION - BASE



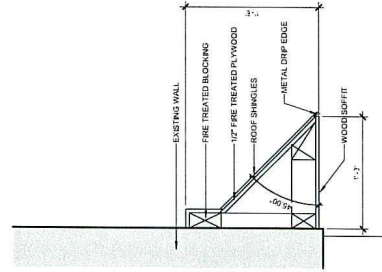
BANQUETTE SEATING DETAIL



F4 FURRED PARTITION



FRAMED WALL



1 SOFFIT DETAIL



SPECIAL USE & VARIATION APPLICATION

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

CONTACT INFORMATION WORKSHEET

PETITIONER(S) Pavel Ivanoff		Business Name (If applicable) Aragvi
Address 1280 E. Dundee Road		City/State/Zip Code Palatine, IL 60074
Telephone 224-801-8622	Fax	
Email		
Subject Property Address 1280 E. Dundee Road		
AUTHORIZED AGENT (if applicable) Oleg		Business Name (if applicable)
Address 1280 E. Dundee Road		City/State/Zip Code Palatine, IL 60074
Telephone same as above	Fax	
Email		

I swear that the information contained on Page 1 herein and in any accompanying documents is accurate to the best of my knowledge.

Evano H
Signature

8/22/2025
Date

Required Materials

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

Additional Materials (as required by the Village)

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

Petitioner Justification

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

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

NA

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

No changes to the initial approval, just to allow to use a dance floor.

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

No, it is the existing restaurant for over the year.

4. With respect to live entertainment uses, the use shall not:
- a. Produce noise levels so great as to constitute an unreasonable interference for persons outside the confines of the establishment
 - b. Impose undue health, sanitation or safety burdens on the village
 - c. Create excessive demands on the Village of Palatine Police Department
 - d. Be of a nature otherwise prohibited by law or village ordinance
5. For fence standards, see Section 14.05 of the Palatine Zoning Ordinance

No



SPECIAL USE APPLICATION

Department of Planning & Zoning

200 E. Wood Street • Palatine, IL • 60067-5339
Telephone: (847) 359-9047 • Fax (847) 963-6247

Petitioner Name

Aragvi, LLC (Pavel Ivanoff)

Business Name (if applicable)

Aragvi's Restaurant

Subject Property Address

1280 E. Dundee Road

Please provide a description of your proposed request:

The premises will be used for full service restaurant and small retail food store.

Petitioner Justification

Special Uses shall not be granted except on findings based upon the evidence in each specific case. Please address the following standards as these will be used in considering the specific relief you are seeking.

That use deemed necessary for the public convenience at that location. Explain:

We will be offering the Georgian food. We do not any any competitor in the area.

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

Our food will be prepared mostly from the organic ingredients purchased in the USA and imported from Georgia.

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

No new improvements need to be done to operate our restaurant.

In order to supplement the above standards, the Zoning Board of may also consider the following:

With respect to front yard fencing and fencing in a rear yard/side yard abutting a street, the following additional standards must be met:

a. Will meet the following aesthetic criteria:

- i. Will not destroy existing vistas in the area;
- ii. Will enhance the appearance of the homes and the streets in the area; and
- iii. Will not detract from the overall appearance of the community; or

b. The fencing is found to be necessary to protect private property or the safety of the inhabitants of the property.

We will not destroy existing vistas in the area; we will enhance the appearance of the homes and the streets in the area; and we will not detract from the overall appearance of the community.

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday August 26, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Special Use Amendment to Special Use Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floorplan.

The property is commonly known as 1280 E. Dundee Road.

The Petitioner is proposing to include dancing and a small dance floor area to correspond with the live music activities within the restaurant and floorplan.

The above petition has been filed by, Oleg Gurevich, agent, on behalf of Aragvi restaurant and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

FILE #: SU-000028-2023

VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 7th day of August 2025

CERTIFICATE OF PUBLICATION

DES PLAINES JOURNAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, does hereby CERTIFY that it is the publisher of the:

Journal & Topics Newspapers
AKA Des Plaines Journal, Inc.
622 Graceland Ave.
Des Plaines, IL 60016-4556

and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

(Village) (Town) (City) (Township) of PALATINE 1280 E. DUNDEE RD..
☒ ☐ ☐ ☐
County of COOK

and State of Illinois, continuously for more than one year prior to date of the first publication of the notice attached hereto, and that said newspaper(s) complies with the requirements of Paragraphs 5 and 10, Chapter 100, of the Illinois Revised Statutes.

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 7TH day of AUGUST, A.D. 2025, and the last publication thereof was made on the 7TH day of AUGUST, A.D. 2025.

Your Legal appeared in
the following Journal & Topics
Newspapers
(Des Plaines Journal, Inc.)

- ☐ Des Plaines Journal
- ☐ Elk Grove Village Journal
- ☐ Mt. Prospect Journal
- ☐ Niles Journal
- ☐ Park Ridge-Golf Mill Journal
- ☐ Prospect Heights Journal
- ☐ Rosemont Journal
- ☐ Arlington Heights Topics
- ☐ Buffalo Grove Topics
- ☒ Palatine Topics
- ☐ Rolling Meadows Topics
- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 7TH day of AUGUST A.D., 2025.

By Todd Wessell

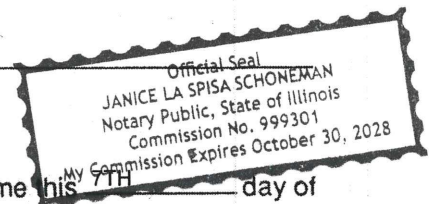
President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 7TH day of AUGUST A.D., 2025.

My commission expires the 30TH day of October A.D., 2028.





PLANNING AND ZONING COMMISSION

AUGUST 26, 2025 AT 7:00 PM

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

MINUTES

REGULAR MEETING

7:00 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES

- A. Draft Planning & Zoning Commission meeting minutes: 8-12-2025

RESULT:	APPROVED
MOVER:	Cindy Roth Wurster
SECONDER:	Rodney Bettenhausen
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Stephen Fedota, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

IV. PUBLIC HEARING

- A. 1280 E. Dundee Road

- 1. Special Use Amendment to the Special Use Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floorplan

SU-000028-2023 – 1280 E Dundee Rd

Notice was published in the Journal & Topics on August 7th, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

- 1. Application
 - 2. Floor Plan

3. Security Plan
4. Plat of Survey
5. Real Estate Disclosure
6. Public Notice

Background:

Ms. Bremanis provides background and states the Subject Property is zoned "B-2", Shopping Center District, and is occupied by Aragvi restaurant. In 2023, the Petitioners received Special Uses for a restaurant, with liquor service, and live entertainment. The current uses within the commercial plaza consist of restaurant, retail, service uses. The Petitioner is proposing a special use amendment to recognize an area for dancing, adjacent to the live entertainment stage. The Petitioner is requesting a Special Use Amendment to Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floorplan

Sworn in petitioner: Oleg Gurevich – 1280 E Dundee Rd – Agent for Aragvi Restaurant

Mr. Gurevich, agent for Aragvi Restaurant, stated that the business has operated for 18 months without issues. He explained that while the restaurant offers live entertainment and music, it is not a nightclub. He noted that dancing is optional and typically occurs when patrons hear a favorite song. He emphasized that tables are not moved and that dancing is a cultural activity enjoyed by their patrons.

Chairman Wood asked if there have been any security problems.

Ms. Bremanis stated that she was not aware of any.

Ms. Bremanis presented a picture of the area and floor plan, explaining where the music and proposed dance area would be located.

Commissioner Roth-Wurster asked if there would be any changes to the floor plan.

Chairman Wood asked if the hours would remain the same.

Mr. Gurevich confirmed there would be no changes to the floor plan and the hours would remain the same.

Chairman Wood asked how much square footage would be used.

Mr. Gurevich stated the dance area would be approximately 150 square feet.

Commissioner Bettenhausen questions a door shown on the plan.

Mr. Gurevich states it is an employee door only.

Ms. Bremanis provided additional information, noting that this is a small venue with a DJ, and there would be no change to the overall use or business hours, only the addition of a small dance area with the live entertainment.

Commissioner Friedman asked if there was an egress door.

Ms. Bremanis stated that Fire Prevention reviewed the plans and had no issues.

STAFF RECOMMENDATION:

The Petitioner continues to operate the restaurant and live entertainment components of the Special Use, restaurant and retail center. Procedurally, the area for dancing was not included in the initial live entertainment special use business plan. Staff does not object to this area's occasional use for dancing, in conjunction with the music played on the stage. Therefore, Staff recommends approval subject to the following conditions:

1. All other conditions of Special Use #O-91-23 shall remain in place.
2. The Special Use Amendment shall substantially conform to the business plans and floorplan amendment, prepared by the Petitioner, except as such plans may be changed to conform to Village Codes and Ordinances.
3. The final security plan shall be submitted in a manner acceptable to the Police Chief and Director of Planning and Zoning.

-

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

Commissioner Roth-Wurster made a motion to approve subject staff's conditions; seconded by Commissioner Noonan.

DISCUSSION:

Commissioner Roth-Wurster stated the standards were met and that the request would maintain public health, safety, and welfare.

Commissioner Fedota stated there were no security problems and noted the requested activity occurs naturally.

Chairman Wood stated there would be no negative impact, and the area requested was very small. Is in approval of the request.

Chairman Wood summarized that this request met the standards and was unanimously approved by a vote of 8-0. This item will tentatively go to the Village Council on September 15th, 2025

RESULT:	APPROVED
MOVER:	Cindy Roth Wurster
SECONDER:	Patrick Noonan
AYES:	Jan Wood, Cindy Roth Wurster, Tim Schubert, Stephen Fedota, Eric Friedman, Patrick Noonan, Rodney Bettenhausen, Robert Kolososki
NAYES:	None

PUBLIC NOTICE

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FILE #: SU-000028-2023

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Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 7th day of August 2025

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and that said newspaper(s) is a secular newspaper of general circulation and has been published weekly in the

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☒ ☐ ☐ ☐
County of COOK

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- ☐ Rosemont Journal
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- ☐ Buffalo Grove Topics
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- ☐ Wheeling Topics
- ☐ Suburban Journal
- ☐ Northwest Journal
- ☐ Glenview Journal

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By Todd Wessell

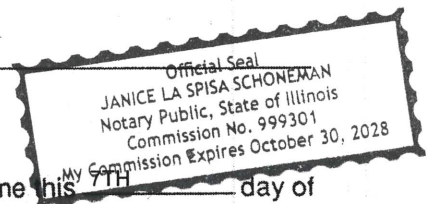
President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 7TH day of AUGUST A.D., 2025.

My commission expires the 30TH day of October A.D., 2028.



Consider a Motion to Authorize the Village Manager to Execute an Agreement with BLA Incorporated for the Slade Street Design Engineering Services

BACKGROUND:

In September 2023, the Village Council authorized execution of a contract with Design Workshop, Inc. to prepare conceptual designs for a variety of streetscape, public space, signage, and gateway improvements within downtown Palatine. These design concepts were concurred with by the Village Council in 2024 with the first project now under construction at 50 N. Brockway Street. Parking was added, a public use license was established on privately owned parking, and the improvement will be complete prior to winter. This parking enhancement to the northwest of Brockway at Slade, allows for the improvement of Slade Street to the east to proceed, which will convert some on-street parking spaces to an expanded pedestrian space with outdoor dining areas.

KEY ISSUES:

- Design civil engineering will be performed and coordinated by BLA with landscape architecture services through their sub-consultant Hitchcock Design Group.
- The planned improvements to be designed include pavement, utility, parking, and lighting improvements from Greeley Street to Plum Grove Road.
- The project will be designed under one coordinated effort with two construction contracts planned. The first to include underground work related to the water main and storm sewer improvements with the intent to have that constructed by Memorial Day weekend of 2026. The second contract would consist of the roadway and streetscape improvements with construction targeted for September through November of 2026.
- A general overview of parking in the vicinity will be completed. Angled parking on the south side of Slade Street east of Brockway will be removed and replaced with landscape planters and sidewalk.

BUDGET IMPACT:

Tax Increment Financing Funds have been appropriated in the 2025 Capital Improvement Program to accommodate the proposed work.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA Incorporated for design engineering services for the Slade Street Improvement in the amount of \$211,877.

ACTION REQUIRED:

A motion to authorize the Village Manager to execute the proposal from BLA Incorporated for design engineering services for the Slade Street Improvement in the amount of \$211,877.

ATTACHMENTS:

1. Slade Street_ Streetscape_Proposal_2025-09-11



September 11, 2025

VIA EMAIL

Village of Palatine
Attn: Mr. Matt Barry, P.E.
148 W. Illinois Avenue
Palatine, IL 60067

Re: Professional Services Proposal
Slade Street Design Engineering Services

Dear Mr. Barry:

BLA, Inc. has been requested by the Village of Palatine to perform Phase II engineering design for the Slade Street improvement. The project begins at Greeley Street and extends east along Railroad Avenue to Plum Grove Road. The project location also encompasses the parking lot north of Slade Street (between Brockway Street and the railroad tracks) as well as the open green space at the corner of Plum Grove Road and Palatine Road. The project will include the design of proposed Slade Street roadway resurfacing / reconstruction, watermain replacement, storm sewer improvements, sidewalk reconstruction, parking modifications, streetscape improvements, irrigation, planters with fencing, ada improvements, and light pole relocations.

The project will be designed under one project work order but the plan set will be divided into two contracts. The first contract will include the underground work related to the water main and storm sewer improvements. The intent is to have the underground contract let, awarded, and constructed prior to Memorial Day weekend 2026. The second contract consists of the roadway and streetscape improvements to be let in July 2026 with construction beginning after the Palatine's Street Fest 2026.

This scope of work assumes all design engineering elements necessary to successfully provide Phase II engineering plans and contract documents for project letting. Subconsultant's scope of work are provided under the corresponding tasks below and indicated to be conducted by others under the direction of BLA.

CIVIL ENGINEERING SCOPE OF WORK AND FEES

Task 1 – Engineering Plan Set and Contract Documents (Roadway and Utility)

BLA will prepare the engineering contract plans, specifications, and estimate of cost (PS&E). This will include submittals to the Village at the Pre-Final and Final PS&E development levels. It is anticipated that a concept / preliminary level design will be submitted and coordinated with the Village prior to proceeding into the Pre-Final plans. The PS&E is anticipated to consist of the following:

- *Cover Sheet with Location Map*
- *Index, General Notes, Standards*
- *Summary of Quantities*
- *Typical Section(s)*
- *Schedule of Quantities*
- *Alignment, Ties, & Benchmarks*
- *Removal Plan*
- *Plan Sheets-Geometrics*
- *Plan Sheets-Grading*
- *Suggested MOT*
- *Soil and Erosion Control*
- *Drainage & Utility Plan*
- *Watermain Plan*
- *Landscaping & Restoration*
- *Pavement Marking & Signing*
- *ADA Ramp Grading Plans*

- IDOT District One Highway Standards and Village Standards
- Cross Sections
- Special Provisions, Bid Documents (IDOT & Local)
- Estimate of Cost

The watermain improvement will include full replacement from Greeley Road and extend along Railroad Avenue. A 2” service will be extended from Plum Grove Road into the green space at the intersection of Plum Grove Road and Palatine Road for a future water feature.

This task includes time and effort to create two separate contract documents for letting purposes. The underground improvements including water main and storm sewer will be in the first contract. The above ground improvements in the first contract will consist of only restoring the existing pavement and landscape areas disturbed by the utility improvements. The second contract will consist of roadway and streetscape improvements. Both sets will include full plans, specifications, and estimates.

An general overview analysis of the parking in the vicinity will be completed. It is anticipated that the angle parking on the south side of Slade Street is to be removed and replaced with landscape planters and sidewalk. Due to the removal of the parking an analysis regarding the number of stalls in the vicinity will be performed. This includes the north parking lot with a comparison between angle parking and 90 degree parking. The number of stalls will be determined and combined with the total parking stalls allowed for Village use in the parking lots north of Slade Street west of Greeley Street and the parking lot north of Slade Street between Greeley Street and Brockway Street.

Street lighting relocations if necessary, will be indicated in the contract plans. Village standards and details will be included for the relocation. In addition the plans will include a 2” conduit and tracer wire for future fiber optics. Type A communication manholes will be included if the location is placed in the pavement.

This work shall be performed for a budget fee of.....\$121,000.00

Task 2 – Streetscape Design

Refer to the sub-consultant’s proposal for scope of work.

This work shall be performed for a budget fee of.....\$39,000.00

Task 3 – Calculations and Design Computations

This task includes the time and effort required to perform the storm sewer design calculations for the storm sewer improvements. It is anticipated that the existing storm sewer will be replaced requiring capacity analysis to be performed to determined the proposed size. The design elements will be incorporated into the Drainage and Utility Plan. Where the existing storm sewer is in good condition and able to accommodate capacity requirements the existing storm sewer is anticipated to remain.

This work shall be performed for a budget fee of.....\$5,160.00

Task 4 – Permits

BLA will prepare the IEPA Stormwater Pollution Prevention Plan (SWPPP) and the IEPA Water permit. The IEPA Stormwater Pollution Prevention Plan (SWPPP) will consist of the preparation of form BDE 2342 and erosion control and sediment control plan measures for the proposed improvements as it has been required to be prepared to comply with the provisions of the NPDES Permit Number ILR10, by IEPA for the storm water discharges from

construction activities in a project with greater than 1-acre disturbances. This will also include preparation of a Notice of Intent (NOI) form which will be included in the project specifications for use by the Phase III engineering consultant. In addition, the IEPA Watermain Permit will be prepared for submittal and approval, which will consist of completion of the form, mailing to the IEPA, and obtaining the approval prior to construction.

This work shall be performed for a budget fee of.....\$2,120.00

Task 5 – Utility Coordination

BLA will update the JULIE One-Call Design Ticket performed in the Phase I to obtain current atlases of utility facilities within and adjacent to the project. These atlases will be reviewed and cross checked against the topographic survey and a site visit will be performed to confirm the accuracy of the existing facilities. All utilities will be analyzed for conflicts with the proposed improvements, which consists of the final condition as well as temporary conditions throughout construction. A conflict list and exhibits will be prepared for each utility company identifying locations of direct conflicts and “watch & protect” locations. These documents will be submitted to the utility companies at various stages throughout the Phase II design to initiate communication and coordinate potential relocations. It is anticipated that the submittals will occur at the preliminary, prefinal, and final stages of the design. BLA will review utility relocation design drawings provided by each utility company as part of this task’s scope of work. A detailed utility coordination record log will be developed and maintained throughout the Phase II process.

In addition, it is anticipated that scheduled utility coordination meetings will benefit the project to discuss potential utility conflicts. The hours for the scheduled utility meetings are included within the scope **Task 8 - Agency Coordination & Meetings** below.

This work shall be performed for a budget fee of.....\$3,810.00

Task 6 – Public Involvement

BLA anticipates engaging the property owners along the improvement throughout the design process. BLA will prepare exhibits and generate engagement summaries for the record. A formal Open house is not anticipated.

This work shall be performed for a budget fee of.....\$2,400.00

Task 7 – Geotechnical Investigation / LPC 663 / CCDD

BLA will obtain 6 soil borings in the project location which includes Slade Street, Railroad Avenue and the north parking lot. The borings are for CCDD and roadway base determination (non-structural) and will be at a depth of 10 feet. The borings will be taken in locations of the existing pavement in order to obtain pavement cores as well. Borings will be backfilled with soil cuttings and restored.

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation, all soil samples obtained as part of this geotechnical evaluation will be field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-662/663 form to be included into the project bidding documents. Fee includes a flagger for traffic protection while cores are being obtained.

This work shall be performed for a budget fee of.....\$10,350.00

Task 8 – Topographic Survey

BLA will obtain full topographic survey of the project location. The limits of the survey are from west of Greeley Street extending east along Slade Street and Railroad Avenue to the eastern side of Plum Grove Road. Included in the extent of the topographic survey is the green space at the intersection of Plum Grove Road and Palatine Road as well as the north parking lot between Brockway Street and the railroad. Along Slade Street the topographic survey will extend to the face of the buildings on the south side of the roadway. The topographic survey shall consist of obtaining all existing features within the project corridor including (but not limited to) pavement cross sectional elevations, driveway aprons, visible above-ground “dry” utilities (electric, telephone, etc.), and detailed measure downs of public facilities (sanitary, water, storm) along with top of casting elevations (rim grade, flange elevations, etc.). Project right-of-way and property lines will be prepared from research through tax map records and coordination with the Village regarding any existing easements that may be present.

A two title commitments will be requested for the properties adjacent to the alley on the south side of Slade Street. The title commitments are for information only and a plat of highways is not anticipated to be prepared.

This work shall be performed for a lump sum fee of.....\$14,200.00

Task 9 – Agency Coordination & Meetings

BLA will facilitate coordination meetings with the Village of Palatine including associated correspondence via conference call, e-mail or in person, as required. A Village Phase II Kickoff Meeting is anticipated and assumed to be attended by the BLA project manager and other BLA staff. Additional coordination meetings between the Village are anticipated as well as with other agencies including Private Utility Companies

- Consultant & Village
 - Kickoff Meeting (1)
 - Coordination Meetings (3)
- Private Utility Company Meetings (3)

In addition, included in this task are two (2) field site visits for topography survey accuracy, plan comparison, and field checks. Upon project letting BLA anticipates attending the pre-construction meeting.

- Plan in Hand Review / Field Check meetings (2)
- Pre-construction Meeting (1)

BLA will prepare appropriate exhibits, agendas, and meeting summaries for all meetings attended.

This work shall be performed for a budget fee of.....\$4,420.00

Task 10 – Administration Management & QC/QA

This item includes general internal project management, project start up, staffing, scheduling, invoicing, budget control, contract administration, documentation, and in-house project coordination. In addition, this task consists sub-consultant management. BLA will perform the QC/QA throughout the project; the detailed QC/QA will be emphasized at the time of the milestone submittals. This effort includes QC/QA oversight for sub-consultants’ tasks.

This work shall be performed for a budget fee of.....\$7,400.00

Task 11 – Post Design Services (Phase III Assistance)

BLA will respond to requests for information (RFI) during construction. It is anticipated that due to the streetscape aspects of the improvement and the vicinity of the project (downtown), the Contractor may submit RFIs requesting alternative construction methods, procedures, sequences, or materials that may require approval by the Designer.

BLA will review all shop drawings and related construction submittals for designer review for this project. Construction submittals are anticipated to be associated with watermain, storm sewer, and streetscape related items, as needed.

BLA will attend the pre-construction meeting. Refer to *Task 8 – Agency Coordination & Meeting* for the hours associated with the pre-construction meeting.

This work shall be performed for a budget fee of.....\$1,200.00

Z.01 – Project Direct Costs

Direct costs associated with plan set production, bid set printing, and project Vehicle Days have been evaluated for the project. BLA may use all or a portion of this amount.

This work shall be performed for a budget fee of\$817.00

Total Fee Proposal

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

This work shall be performed for a not-to exceed fee of\$211,877.00

NOT INCLUDED SCOPE OF WORK ITEMS

The following items are not included in the Phase II project scope of work but can be added at the Village's request throughout the design process.

- *Structural Design – (Retaining Walls, Box Culverts, etc)*
- *Preliminary Site Investigation (PSI)*
- *Wetland Delineation / Environmental Survey Request*
- *Army Corps Permit / Soil and Water Conservation District Permit*
- *Tree Health, Species, and Condition Survey*
- *Lighting Improvement Desing / Photometrics*
- *Storm Sewer / Sanitary Sewer Televising*
- *Sanitary Sewer Improvements*
- *Wayfinding Signage Design*
- *IDOT Permitting*
- *US Fish and Wildlife Bat Assessment*
- *Plat of Highways / Land Acquisition / Negotiations*
- *Open House / Public Information Meeting*
- *Phase III Construction Engineering*

Rate Table & Fees

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

Principal	\$265.00
Director of Construction Engineering.....	\$245.00
Director of Preliminary Design Services	\$245.00
Director of Structural Engineering.....	\$235.00
Senior Structural Engineer.....	\$220.00
Senior Transportation Engineer	\$200.00
Senior Resident Engineer.....	\$185.00
Director of Design.....	\$185.00
Director of Municipal Services.....	\$185.00
Senior Project Manager.....	\$175.00
Senior Drainage Engineer	\$170.00
Director of Environmental Services.....	\$160.00
Resident Engineer II	\$150.00
Project Manager	\$135.00
Resident Engineer I.....	\$125.00
Structural Engineer II.....	\$120.00
Project Engineer.....	\$115.00
Documentation Engineer	\$115.00
Construction Engineer II.....	\$110.00
Structural Engineer I.....	\$105.00

Public Outreach Coordinator	\$105.00
Design Engineer.....	\$95.00
Construction Engineer I	\$95.00
Clerical Assistance.....	\$70.00
Engineering Intern	\$55.00
Vehicle (per day).....	\$65.00
Vehicle (half-day)	\$32.50
Reimbursable Expenses/Direct Costs	as incurred (pass through, no markup)

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

Invoices will be mailed out monthly. Payment is to be made within thirty days after receipt of our invoice.

Client understands and agrees that on January 1, 2026 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 10%.

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

Thank you for requesting BLA, Inc. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,
BLA, Inc.



Matthew Cesario, P.E.
Vice President / Director of Design

ACCEPTANCE:

VILLAGE OF PALATINE

BY: _____
TITLE: _____
DATE: _____



September 5, 2025

Matt Cesario
Vice President / Director of Design
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, Illinois 60143

RE: Village of Palatine – Downtown Streetscape Improvements

Dear Matt,

Thank you for asking Hitchcock Design Group to submit this proposal to provide landscape architectural services for the downtown streetscape improvements in Palatine. We appreciate the opportunity to be involved in the project and advance our relationship with you and your colleagues at BLA.

PROJECT UNDERSTANDING

We understand that the Village of Palatine previously approved a concept plan for streetscape improvements within the downtown and would now like to advance the improvements on Slade Street from Greeley to Railroad Avenue, the parking lot north of Slade Street, down Railroad Avenue to the intersection of Plum Grove Road, and the Public Space at the intersection. The water feature and gateway signage as shown in the concept plan are not included and will be advanced by the Village at a later date.

Our role will be to advance the landscape architectural components as outlined in the Scope of Services, to be incorporated into the bid and construction documents prepared by BLA.

SCOPE OF SERVICES

We propose to complete Preliminary through Final Design, producing documents suitable for bidding and construction, as outlined in the attached Scope of Services.

Our understanding is that the project will advance following the Final Concept document dated March 25, 2024, as provided by the Village. During the Preliminary Design phase, we will work with you and Village representatives to confirm the design direction and will only advance to the Final Design phase once approved. Our proposal is based on advancing the design generally as depicted, and significant changes may require modification to our scope of work and proposed fees.



PROFESSIONAL FEES

We propose to complete the outlined services for the following professional fees:

Pre-Design	\$4,500
Schematic Design (Preliminary Engineering)	\$8,000
Design Development (Pre-Final Engineering)	\$10,900
<u>Construction Documents (Final Engineering)</u>	<u>\$15,600</u>
TOTAL PROFESSIONAL SERVICES:	\$39,000 Fixed Fee

Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$500.

We can provide Bidding and Construction Phase Services as additional services to be negotiated based on the scope, scale, and complexity of the final improvement recommendations.

PROJECT TEAM

I will oversee our work and will be directly involved throughout the project. Mike Wood will be our project manager and will be responsible for routine project communications with you and the rest of the project team and will be supported by other members of our Naperville studio as needed to advance the work in a timely manner.

2

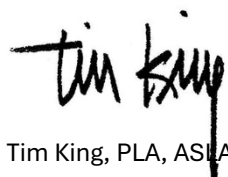
AUTHORIZATION AND SCHEDULE

We can begin this work within two weeks of your authorization. Our understanding is that the goal is to complete final documents for bidding by July 2026. Once authorized, we will work with BLA and the Village to develop a detailed project schedule.

Thank you again for the opportunity to work with BLA and the Village of Palatine. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group



Tim King, PLA, ASLA
Principal

Encl: Scope of Services



Scope of Services

Village of Palatine – Downtown Streetscape Improvements

September 5, 2025

The geographic limits of the improvements include Slade Street from Greeley to Railroad Avenue, the parking lot north of Slade Street, Railroad Avenue to the intersection of Plum Grove Road, and the Public Space at the intersection. The improvements will be as shown in the Final Concept document dated March 25, 2024, as provided by the Village. The water feature and gateway signage as shown in the concept plan are not included and will be advanced by the Village at a later date.

PRELIMINARY DESIGN SERVICES

A. Pre-Design

Objective: Confirm the project goal, objectives, resources, stakeholder interests and best practices that will be the basis for design.

Process: Specifically, HDG will:

1. (Mtg #1) Participate in a kick-off meeting with BLA and Village representatives confirming:
 - a. Preferred Concept components and project area
 - b. Budget
 - c. Consultant responsibilities
 - d. Village responsibilities
 - e. Stakeholder involvement
 - f. Submittal, review, and approval processes
 - g. Schedule
 - h. Other administrative considerations
2. Observe and photograph the project area and immediate surroundings to identify readily apparent physical conditions and patterns of use.
3. Review existing data provided by BLA as it relates to the landscape architectural components including:
 - a. Aerial photography
 - b. Boundaries, property ownership and easements
 - c. Topographic surveys
 - d. Geo-technical reports
 - e. Environmental reports
 - f. Utility atlases
 - g. Power and communication utilities



4. Review codes and requirements related to the landscape architectural components including:
 - a. Jurisdictional boundaries and code requirements
 - b. Operational and maintenance practices
 - c. Approval, permitting, and construction requirements

B. Schematic Design (Preliminary Engineering)

Objective: Reach consensus on the type, location, organization, scale, character, and potential cost of the specific streetscape improvements.

Process: Specifically, HDG will:

1. Review the preliminary streetscape geometric plans prepared by BLA and provide input regarding the streetscape design.
2. Review and summarize the design of the **Preliminary Streetscape Components** as provided by the Village including:
 - a. Sidewalks and paving materials
 - b. Decorative crosswalks
 - c. Curbed planters
 - d. Trees in tree grates
 - e. Trees and plantings
3. Coordinate with BLA to prepare a **Preliminary Construction Cost Opinion** based on the preferred concept.
4. Submit the summary of the Preliminary Streetscape Components and Preliminary Construction Cost Opinion to BLA and Village representatives and review to reach consensus on the items to advance.
5. (Mtg #2) Review the Preliminary Design documents with BLA and Village representatives.

2

Deliverables: **Preliminary Streetscape Components; Preliminary Construction Cost Opinion**

FINAL DESIGN SERVICES

A. Design Development (Pre-Final Engineering)

Objective: Reach consensus with the Village on the final design, probable cost, and implementation strategy for the proposed improvements.

Process: Specifically, based on the approved Preliminary Design, HDG will:

1. Review the pre-final streetscape geometric plans prepared by BLA and provide input regarding the streetscape components.



2. Prepare **Design Development Documents** illustrating the final size, horizontal and vertical geometry, structure, materials, and finishes, as appropriate, for the proposed landscape architectural components including:
 - a. Sidewalks and paving materials
 - b. Decorative crosswalks
 - c. Curbed planters
 - d. Trees in tree grates
 - e. Trees and plantings
3. Collect and review **Product Data** and Material Samples. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
4. Prepare a summary of quantities and updated **Construction Cost Opinion** and provide to BLA to incorporate into the overall project construction cost estimate.
5. (Mtg #3) Review the Design Development Documents with BLA and Village representatives (60% review).

Deliverables: **Design Development Documents; Product Data and Material Samples; Outline Specifications; Construction Cost Opinion**

3

B. Construction Documents (Final Engineering)

Objective: Produce the final Construction Drawings and Project Specifications that will be used to bid and construct the specified improvements.

Process: Specifically, following approval of the Design Development documents, HDG will:

1. Review the final streetscape geometric plans prepared by BLA and provide input regarding the streetscape components.
2. Finalize and submit the **Construction Drawings** for the landscape architecture components and submit to BLA to incorporate into the overall project documents, including:
 - a. Streetscape component materials, callout plan, and enlargements based on BLA plans.
 - b. Construction details including:
 - i. Sidewalks and paving materials
 - ii. Decorative crosswalks
 - iii. Curbed planters
 - iv. Tree grates
 - c. Planting plan, details, and materials list
 - d. Irrigation (performance plan and specifications)



3. Prepare and submit and submit the **Project Specifications** for the landscape architecture components to BLA to incorporate into the overall project documents.
4. Update the summary of quantities and **Construction Cost Opinion** and provide to BLA to incorporate into the overall project construction cost estimate.
5. (Mtg #4) Review the Construction Documents with BLA and Village representatives (90% review).
6. Revise, stamp, and submit the final documents to BLA to incorporate into the overall project documents.

Deliverables: **Construction Drawings; Project Specifications; Construction Cost Opinion**

BIDDING AND CONSTRUCTION SERVICES

We can provide services during Bidding and Construction to be negotiated following completion of Final Design, based on the scope, scale, complexity, and schedule of the work to be performed.

GENERAL PROJECT ADMINISTRATION

In addition to the services outlined above, HDG will administer the performance of its own work throughout the term of the contract by providing the following services:

4

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings.
2. Participate in bi-weekly virtual teleconferences and inform your representative about our progress.

B. Schedules

1. Contribute to creation of the project schedule.
2. Coordinate the activities of our staff with the project team.

C. Staffing

1. Select and assign staff members to appropriate tasks and services.
2. Prepare and administer contractual agreements.

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing, and data files.
2. Maintain appropriate time and expense records.

EXCLUDED SERVICES

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent, and



probable additional cost of the additional services, and perform only such additional services following your written authorization. The following items can be provided as additional services and are not included in the basic services.

1. Services beyond the items specifically listed above.
2. Additional meetings not specified in this scope of services.
3. Individual stakeholder meetings and/or public meetings.
4. Design of components not outlined in this scope of services.
5. Design beyond the geographic limits outlined in the scope of services.
6. Three dimensional graphic illustrations of the proposed improvements.

September 5, 2025

Mr. Matt Cesario, P.E.
BLA, Inc.
333 Pierce Rd., Ste. 200
Itasca, IL 60143

PROPOSAL AND CONTRACT

Pavement Cores, Soil Borings, Laboratory Testing and
Geotechnical Engineering and Analysis for the Proposed
Slade Street Improvements – Palatine, IL

Dear Mr. Cesario,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have visited the site. The proposal has been based upon your criteria.

The scope of work SEECO is prepared to undertake is as follows:

- SEECO proposes to perform 6 soil borings/cores through the pavement in the roadway proposed for improvement. A truck mounted drill rig will core through the existing pavement to determine the thickness of the pavement and base course, as well as type of aggregate and existing subgrade soil conditions. Locations will be in general accordance with a site drawing provided. The borings will be advanced to 10 feet below the existing grade.
- Representative soil samples will be collected and field screened from 6 locations for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC- 663 form.

For CCDD Certification services, based upon preliminary due diligence, four (4) discrete samples will be chemically analyzed by an Environmental Laboratory for the following parameters: pH, VOCs, SVOCs, Total and TCLP Lead and Total 8 RCRA Metals. An additional 2 samples will be tested for pH. If chemical analysis results indicate no contamination above MAC Table objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. Preparation of LPC 663 Forms and performance of environmental chemical analysis is no guarantee that material will be accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included.

PROPOSAL AND CONTRACT

Pavement Cores, Soil Borings, Laboratory Testing and
Geotechnical Engineering and Analysis for the Proposed
Slade Street Improvements – Palatine, IL

September 5, 2025

- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength will be performed on all samples. pH will be determined on one sample per boring.
- Upon completion of the field and laboratory work, a report with the boring locations and logs will be completed. The report will include existing pavement types and thicknesses encountered, thickness and type of base course materials, type of subgrade material, laboratory test results, depth to seasonally high groundwater, if encountered, and general construction considerations. Subgrade preparation recommendations based upon encountered soil conditions will be provided as well as watermain installation recommendations. No pavement design cross sections are included.

The cost for the above Geotechnical and CCDD services will be \$10,350.00

Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required will be charged at negotiated costs. Approval will be obtained prior to initiating additional work, if any.

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth. Assumes all drilling locations will be accessible to a truck mounted drill rig.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

APPROVED:

SEECO Consultants, Inc.

Name of Firm

Authorized Signature

Date

Please sign one copy and return it to our
office and retain one copy for your files.

DCC:eb

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Attachment


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

SEECO Consultants Inc. - General Conditions-0213

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.



September 8, 2025

Via e-mail: mcesario@bla-inc.com

Mr. Matt Cesario
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, IL 60143

RE: Proposal for Professional Land Surveying Services
Slade Street – Palatine, Illinois
Compass Proposal Number: 25-513

Dear Matt:

Thank you for the opportunity to provide this proposal for Professional Land Surveying services. For a fee of \$14,200.00, Compass Surveying Ltd will prepare a Topographic Map of the referenced site. This work will be performed in accordance with the minimum standards of practice for Topographic Surveying and Mapping, as set forth in Title 68 of the Illinois Administrative Code, Section 1270.56. The Topographic limits and specifications are shown on the attached Exhibits. Please note that boundary analysis is not within the scope of this project, therefore the site boundary will not be depicted on the final drawing.

At this time, we can complete this project in approximately 5-6 weeks of authorization to proceed (weather permitting). Please note that additional copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client or other(s) comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return via e-mail to admin@clsurveying.com or fax at 630.820.7030. This proposal is valid for 45 days.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David P. Filipski".

David P. Filipski, PLS
Vice President

DPF/mdr
Attachment(s)

Accepted By: _____
(Signature and Date)

Print Name: _____

Invoice To: _____

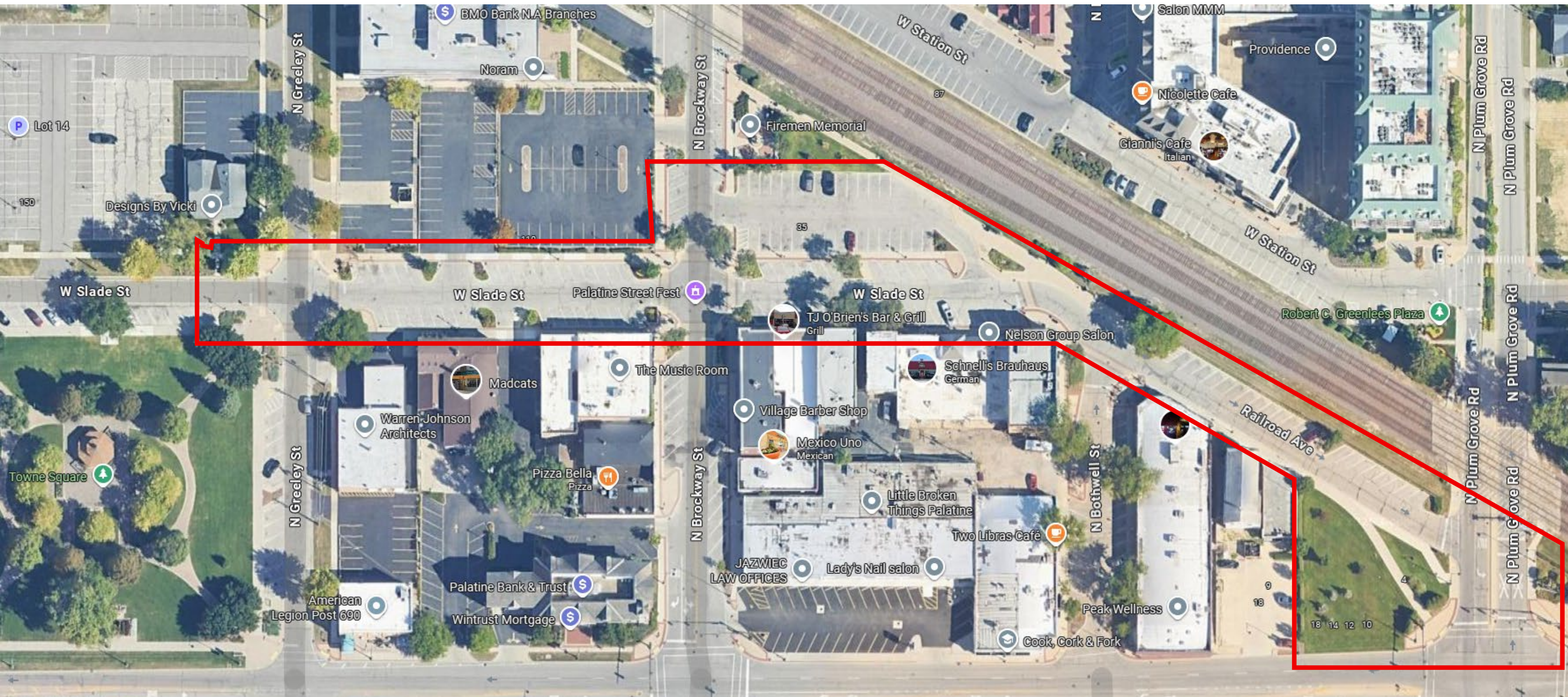


Exhibit
TOPOGRAPHIC SPECIFICATIONS

VERTICAL DATUM



NAVD88

Set 2 site benchmarks

SITE GRID / COVERAGE



50 feet paced

Visible high/low points falling between grid points will be measured.

OBSERVED IMPROVEMENTS

NOTE: Spot elevations, one foot contour lines, and other above ground improvements and observable natural features within the specified limits will be shown on the map.

BUILDINGS



Show top of foundation, finished floor elevation, existing grade and building dimensions of buildings within map area.



Provide all addresses of existing buildings on site.

PAVED AREAS



Show existing sidewalk elevations at 50' intervals (width & material will be shown).



Show elevation of top of curb and gutters at approximate 50' intervals.



Show type of curb and gutter on site and on roadways.



Show edge of pavement, high and low points at approximate 50' intervals.



Show striping in parking areas.



Show striping and type of median in roadways.

MISCELLANEOUS



Lighting



Fences



Guardrails



Other observed improvements

UTILITIES



Observable utilities (storm, sanitary, water): RIM and INVERT/TOP OF PIPE elevations will be measured for storm and water structures. Pipe sizes will be given when available. **Due to heavy traffic and safety concerns, utilities falling in roadways may not be accessible, and therefore rim and/or invert information will not be included.**



Non-observable utilities (gas, telephone, electric, cable tv, etc.): Compass will contact J.U.L.I.E. for a design stage locate. A request for utility information will be sent to the municipality and utility companies servicing the area. Utility maps and data may or may not be received within specified time frame. Meeting with municipalities and utility companies is not included in the scope of this project. Utility information received subsequent to release of survey can be added to the drawing at the request of the client as an additional service, and will be performed on a time and materials basis.

TREES

NOTE: Trees will be located and identified as "coniferous" or "deciduous". Tagging trees is not included in this scope.



All isolated trees or limits of clusters/tree lines

FINAL PRODUCTS

NOTE: The North arrow, legend of symbols and abbreviations used on the drawing will be shown.

- ☒ The scale of the drawing will be 1" = TBD' (unless otherwise directed).
- ☒ Drawing sheets will be 24" x 36" in size (unless otherwise directed).
- ☒ Site pictures will be provided.
- ☒ Utility atlases will be provided.
- ☒ Electronic files will be provided in the following format:
 - ☒ .dwg (AutoCad) ☒ .pdf

REIMBURSABLES

All additional printing, electronic copies and delivery charges are reimbursable to the project.



2025 BILLING RATES FOR PROFESSIONAL SERVICES

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$350.00
Principal (Research / Consultation / Preparation)	\$150.00
Professional Land Surveyor	\$150.00
Senior Project Manager	\$150.00
Survey Project Manager	\$130.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$165.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$230.00
Senior CAD Technician	\$130.00
Project Assistant	\$105.00
Clerical	\$ 75.00

**Survey crew rates include vehicle, insurance, equipment and materials and are charged Portal – To – Portal*

Reimbursable Expenses:

Title Commitment Procurement	Cost + 15%
Outside Services	Cost + 15%
Overnight Delivery / FedEx	Varies by location
Black/White (Bond) copies 11"x17"	\$3.50/sheet
Black/White copies (Bond) 24"x36"	\$4.00/sheet

FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Proven Performance Since 1983

COMPASS SURVEYING LTD
GENERAL CONDITIONS (Rev. 09/25/07)

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

Date: _____

Client Initials: _____

Consider a Discussion Regarding Downtown Parking Signage and Related Issues

BACKGROUND:

The Village previously engaged Design Workshop, Inc. to prepare conceptual designs for a variety of streetscape, public space, gateway, and signage improvements within downtown Palatine. These concepts were reviewed with the Village Council in May 2024, allowing the Village Council to provide design input and establish prioritization for the various potential projects/improvements. Following the Village Council's review, the Village engaged Design Workshop, Inc. to prepare some more detailed designs for parking and wayfinding signage.

KEY ISSUES:

- In conjunction with the preparation of signage designs, Design Workshop, Inc. conducted an on-site visit to downtown Palatine. This site visit allowed staff to outline the existing and planned public improvements, while also providing Design Workshop, Inc. an opportunity to provide a fresh perspective on the downtown area and its various features.
- An important element of any parking signage program is the development of a corresponding parking lot naming system. The Village's existing naming system utilizes only letters (see attached map), which fails to provide any location identifiers. The proposed signage improvements prepared by Design Workshop, Inc. include a new parking lot naming system, utilizing location descriptions to differentiate between the various parking lots.
- The proposed parking lot entrance signage design builds off other existing design elements within downtown Palatine, while also utilizing more traditional parking identifiers to more easily identify public parking resources throughout the downtown.
- The proposed entrance signs include two different size options to address potential space limitations at preferred installation locations.
- The Village's Beautification Commission concurs with the proposed signage design, and supports the option of including a stone element at the base of the sign. The Village Manager will be presenting the design to the Downtown Business Association on Wednesday evening.
- Staff will review the proposed signage at the October 6 Village Council meeting and is seeking input to then allow for Design Workshop, Inc. to prepare the final signage design and related specifications.

BUDGET IMPACT:

N/A

RECOMMENDATION:

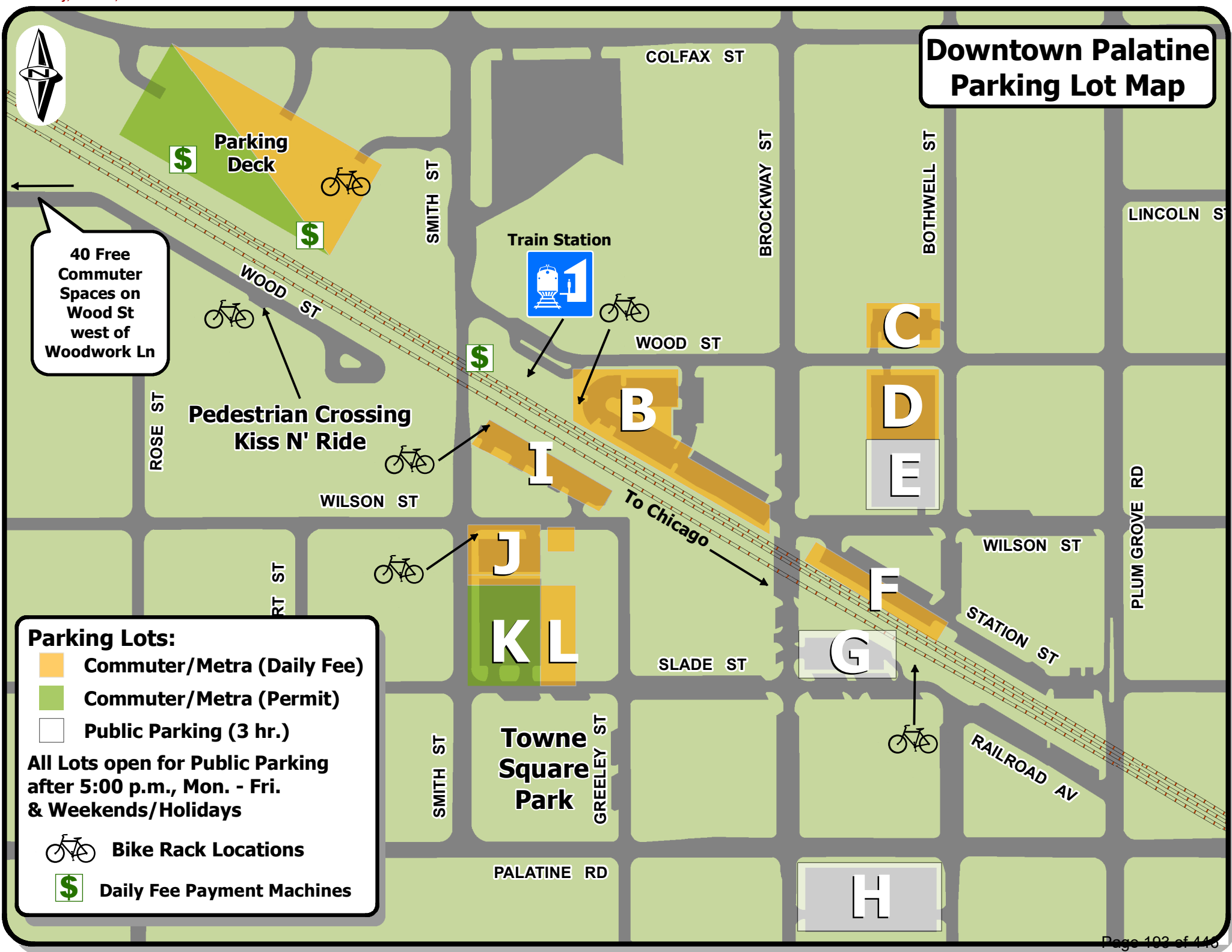
N/A

ACTION REQUIRED:

Discussion and direction so the Village's design consultant can proceed with the final signage design and corresponding specifications.

ATTACHMENTS:

1. Existing Downtown Palatine Parking Lot Map
2. Sign Concept Info for VC Review Oct 6 2025



Downtown Palatine Parking Lot Map

40 Free
Commuter
Spaces on
Wood St
west of
Woodwork Ln

Parking Lots:

-  Commuter/Metra (Daily Fee)
-  Commuter/Metra (Permit)
-  Public Parking (3 hr.)

All Lots open for Public Parking
after 5:00 p.m., Mon. - Fri.
& Weekends/Holidays

 **Bike Rack Locations**

 **Daily Fee Payment Machines**

Parking Sign Concepts



DESIGNWORKSHOP

1390 Lawrence Street, Suite 100 | Denver, Colorado 80204 | 720.749.1338

PREFERRED PARKING LOT NAMES





ARCHED TOP



Existing Condition

Large Monument
front

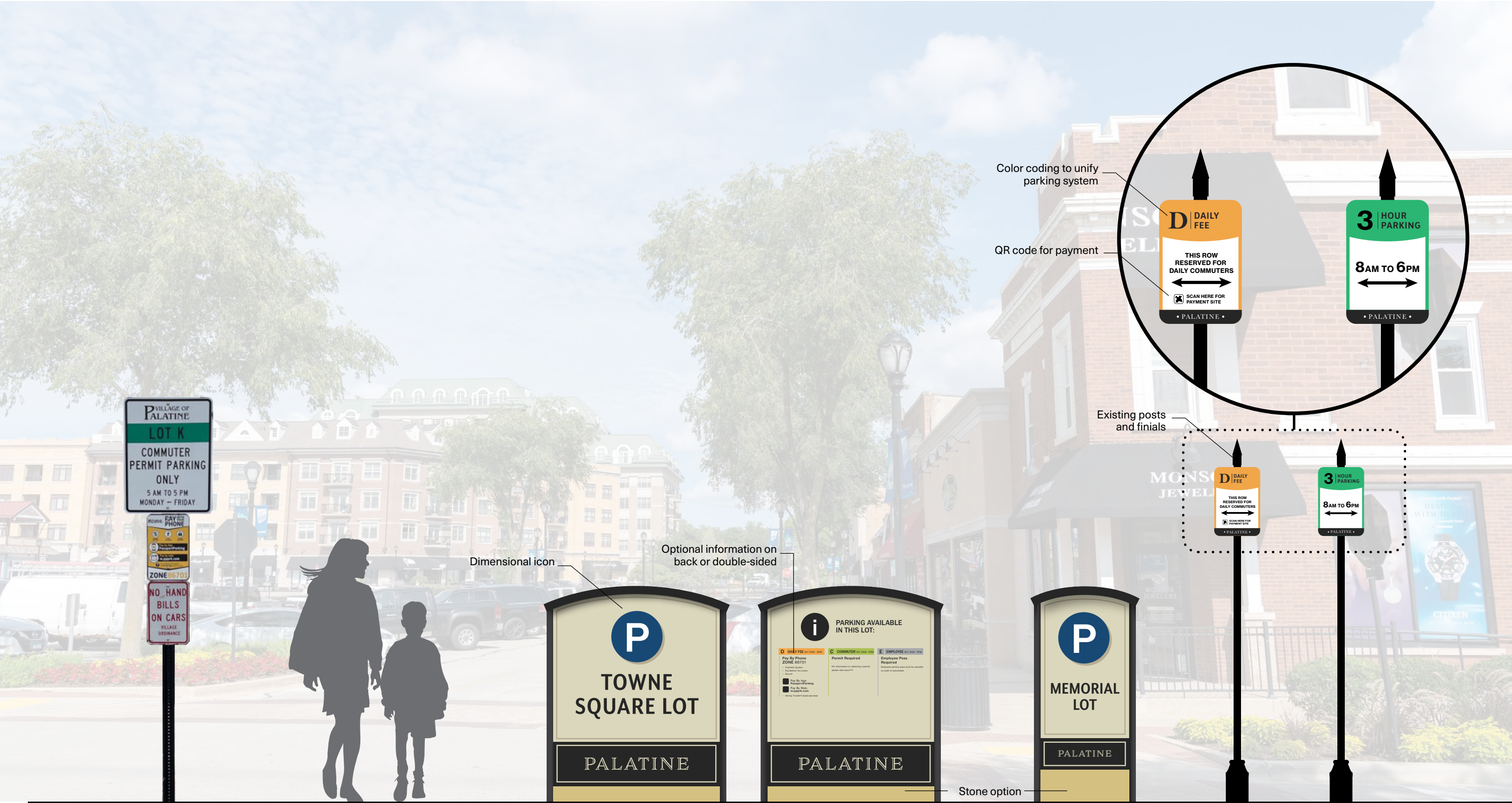
Large Monument
back

Small Monument
front

Lot Signs

Street Signs

ARCHED TOP | NOTES



Existing Condition

DESIGNWORKSHOP

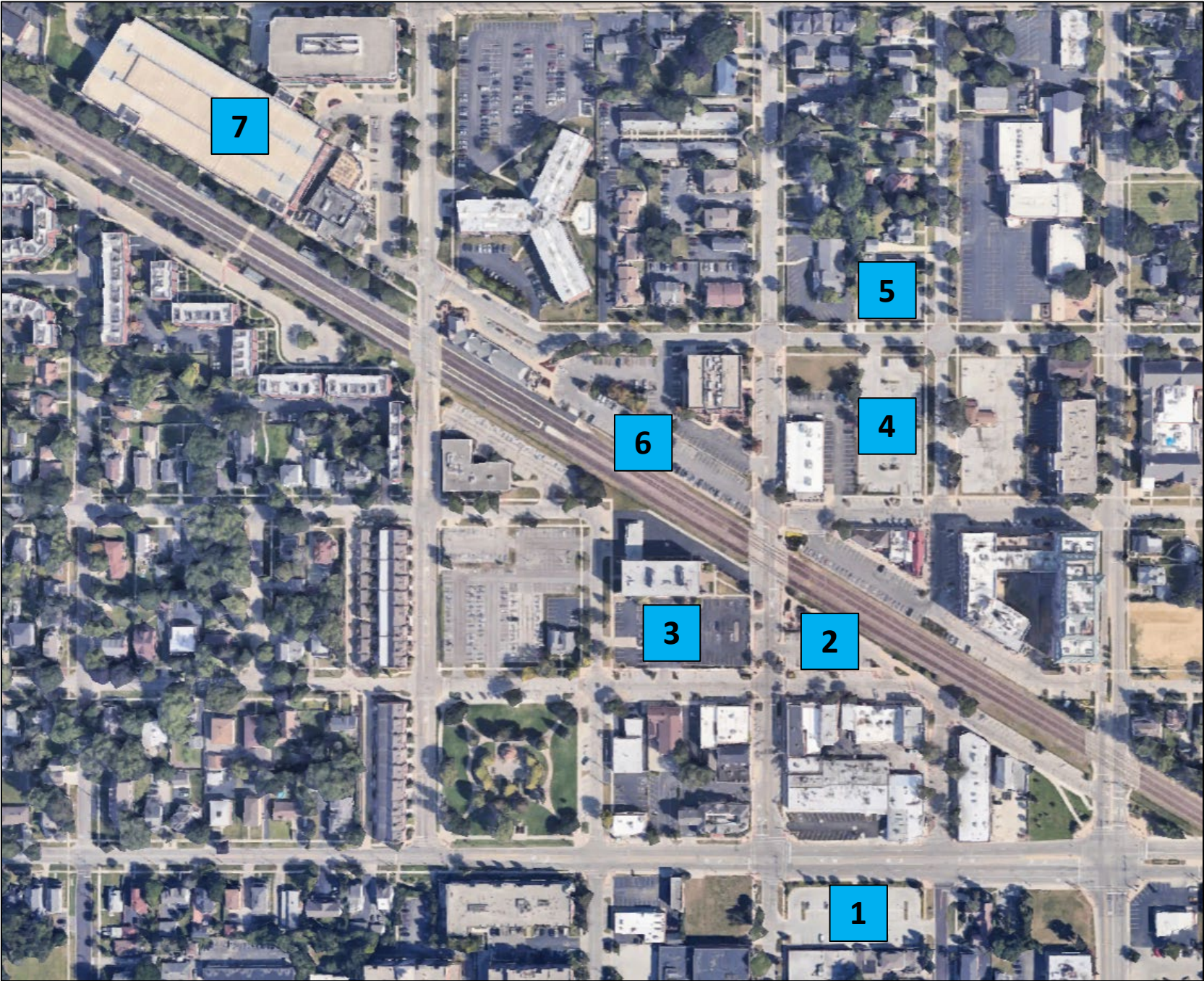
For Lots:
Gateway, Towne Square,
50N, Palatine, Wood Wilson

For Lots:
S. Station, Train Station,
Bothwell, Memorial

Lot Signs

Street Signs





Consider an Ordinance Authorizing the Village Manager to Negotiate and Enter Into an Agreement for a TIF District Eligibility Study, Redevelopment Plan, and Designation Services for the Proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors

BACKGROUND:

The Village has created several TIF Districts throughout the community to help facilitate reinvestment and redevelopment. Portions of the Northwest Highway corridor (south/east of Palatine Road to the Village limits) have seen limited investment in recent years, with many of the properties having challenges such as access and lot depth/width. In addition, the potential redevelopment of the former Arlington Park Race Track property could also have corresponding impacts on the Village of Palatine's infrastructure. With all of these issues in mind, Staff is recommending the completion of a TIF District Eligibility Study and related analysis for the area.

KEY ISSUES:

- Recognizing the Northwest Highway corridor's importance, as well as its corresponding development challenges, there is a desire to help promote and facilitate reinvestment and redevelopment within this area.
- The Study Area comprises approximately 165 parcels and 180 acres.
- As outlined in the attached proposal from SB Friedman Development Advisors, the consultant services related to a Tax Increment Finance (TIF) Eligibility Study, Redevelopment Plan and Designation Services for the proposed 2025 East Northwest Highway Corridor TIF Study would be in an amount not to exceed \$49,290.

BUDGET IMPACT:

Not to exceed \$49,290.

RECOMMENDATION:

Staff recommends approval of an Ordinance authorizing the Village Manager to negotiate and enter into an agreement for a TIF eligibility study, redevelopment plan, and designation services for the proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors.

ACTION REQUIRED:

A motion to approve an ordinance authorizing the Village Manager to negotiate and enter into an agreement for a TIF eligibility study, redevelopment plan, and designation services for the proposed East Northwest Highway Corridor TIF Study Area with SB

Friedman Development Advisors.

ATTACHMENTS:

1. Ord Authorizing NW Hwy TIF Study Area with SB Friedman
2. SBF Palatine - TIF Designation Proposal_2025_08-22

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE
VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO
AN AGREEMENT FOR A TIF ELIGIBILITY STUDY, REDEVELOPMENT PLAN,
AND DESIGNATION SERVICES FOR THE PROPOSED
EAST NORTHWEST HIGHWAY CORRIDOR TIF STUDY AREA WITH
SB FRIEDMAN DEVELOPMENT ADVISORS**

WHEREAS, several portions of the East Northwest Highway Corridor (the Corridor) have not been subject to growth and redevelopment through investment by private enterprise and would not reasonably be anticipated to be developed without the benefits provided by a TIF District.

WHEREAS, the Village Council desires to promote and protect the public health, safety and welfare of the Corridor by encouraging redevelopment within the Corridor.

WHEREAS, the Village Council sought to determine whether this portion of the Northwest Highway corridor qualified as a TIF District.

WHEREAS, Section 11-74.4-4.1 requires the Village to act by Ordinance or Resolution to provide for a TIF feasibility study on the designation of an area as a redevelopment project area.

WHEREAS, the Village of Palatine, Cook County, Illinois (the "Village") is a duly organized and existing home rule municipality created under the provisions of the laws of the State of Illinois; and

NOW THEREFORE, Be it ordained, by the Mayor and Village Council of the Village of Palatine, acting in the exercise of its home rulepower that:

SECTION 1: The foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION 2: The Village Council affirms by this Ordinance that the Village Manager is authorized to negotiate and enter into an agreement with SB Friedman Development Advisors to perform a TIF feasibility study on the designation of the

Corridor as set forth in the attached Exhibit "A" as a redevelopment project area in an amount not to exceed \$49,290 (not including related out of pocket expenses).

SECTION 3: As illustrated in Map 1. Study Area in the attached Exhibit A, the Study Area generally includes land located on both the east and west sides of Northwest Highway (between Palatine Road and Kenilworth Road), as well as properties to the north of Northwest Highway, from Kenilworth Road to Consumers Avenue.

SECTION 4: The purpose of the proposed redevelopment plan and project is to encourage reinvestment in the study area, to bring municipal utilities to the area, and to facilitate redevelopment.

SECTION 5: Tax Increment Financing under the TIF Act allows a municipality to create a TIF District. Once created the amount of real estate taxes generated from the TIF District over and above the real estate taxes generated in the base year of the TIF will be put into a TIF Fund so that those dollars constituting the incremental increase in taxes will be available to be spent on specified costs as delineated in the TIF Act. Individual projects will be the subject of redevelopment agreements. Utilizing TIF Funds to pay for TIF eligible expenses allows developers and property owners to invest money that they would not otherwise be willing to invest without the financial assistance provided by the TIF Fund. The benefit to the municipality, residents and taxpayers is to provide an influx of investment dollars in an area that would not otherwise be redeveloped. At the end of the TIF period, the real estate taxes over and above the base year's amount are then distributed to the taxing bodies and the amount of real estate taxes to be generated from the TIF District is anticipated to be higher than if no reinvestment occurred.

SECTION 6: The Ordinance is a declaration of Village intent, pursuant to Section 65 ILCS 5/11-74.4-4 (J), to reimburse the Village for the planning expenditures incurred after the date of this Ordinance, including but not limited to those incurred in the feasibility study.

SECTION 7: If any section, paragraph, clause or provisions of this ordinance shall be held invalid, thereof shall not affect any other provision of this ordinance.

SECTION 8: Inquiries for additional information regarding this potential TIF District should be made to Reid Ottesen, Village Manager, (847) 358-7500. His address is 200 E Wood Street, Palatine, IL 60067

SECTION 9: This Ordinance shall be in full force and effect upon 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 October, 2025.

Village Clerk

August 21, 2025

Mr. Michael W. Jacobs, AICP
Community Development
Village of Palatine
200 E Wood Street
Palatine, IL 60067

Proposal: Northwest Highway TIF District Designation Support

Dear Mr. Jacobs,

Pursuant to our recent discussions, SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the Village of Palatine (the "Village") to provide tax increment financing ("TIF") consulting services related to a proposed TIF district. This letter outlines our proposed scope of services, timeframe and fees to determine the eligibility of a potential TIF district located along Northwest Highway roughly from Palatine Road to Consumers Avenue (the "Study Area"), and, pending confirmation of eligibility, to prepare a redevelopment plan and provide designation support for the TIF district.

Background and Approach

It is our understanding that the Village seeks to encourage private investment and support redevelopment in the Study Area. The Study Area comprises approximately 165 parcels and 180 acres, as shown on **Map 1** on the following page.

SB Friedman proposes to first work with Village staff, your legal counsel and any other Village consultants to evaluate the eligibility of the Study Area for designation as a TIF district under the Illinois TIF Act (the "Act"). All parcels in the Study Area appear to be improved, so this evaluation requires assessment of improved land eligibility factors as defined in the Act.

If the Study Area or a subset of the Study Area is found to be eligible, and the Village elects to move forward with designation, SB Friedman would then conduct a full TIF designation process for the proposed TIF district, including the following steps:

- Prepare Redevelopment Project Area (RPA) Plan and Project document (the "Plan")
- Prepare required notices and mailing lists
- Complete public approval process.

These steps would be undertaken in close coordination with the Village and your legal counsel. For budgeting purposes, given the existing land uses in the Study Area, we have assumed that a Housing Impact Study will be required.

Map 1. Study Area



Scope of Services

Our proposed scope of services and work steps are as follows:

PHASE 1: CONDUCT TIF ELIGIBILITY RECONNAISSANCE STUDY

1) **Conduct Project Kickoff Call.** We will conduct a kickoff call with the Village to:

- Discuss the project scope and timeframe;
- Confirm the Study Area boundary;
- Review existing documents compiled by the Village, including the Village's first and current Comprehensive Plans and current zoning map;
- Identify additional key sources of data that we will need for our analysis;

- Confirm the assumptions to be used in developing the TIF district budgets, goals and objectives, and projections of future incremental property taxes, and;
 - Confirm SB Friedman, Village staff, and legal counsel responsibilities.
- 2) **Obtain and Examine Necessary Data.** We will pursue key data to determine whether the Study Area qualifies for TIF district designation under the TIF Act. To complete our eligibility analysis, we will:
- Obtain current GIS parcel shape files and/or existing base maps from the Village and/or County, and prepare internal base maps;
 - Obtain and review building age data (if any);
 - Obtain and review five-year history of building permit data for parcels within the Study Area;
 - Obtain information about infrastructure age and condition from Village staff and others, as available;
 - Prepare PIN list, and order and enter taxpayer data;
 - Analyze six-year history of equalized assessed values (EAV) for the Study Area and Village; and
 - Enter, proof and map eligibility criteria, as required.
- 3) **Conduct Fieldwork.** We will conduct field research for the Study Area to document field-observable eligibility factors. We anticipate up to one day of field research in the Village for two staff members, including travel time and collection of addresses that will be needed for required noticing.
- 4) **Analyze EAV Growth.** We will analyze the growth in EAV over the past six years (five year-to-year periods) and compare Study Area growth to Village growth and Consumer Price Index growth over those periods.
- 5) **Analyze Additional Eligibility Factors/Required Findings and Tests.** Based on our field research and other data, we will assess the presence and distribution of factors to establish eligibility and to meet the “but for...” and “lack of growth through private investment” requirements, as outlined in the Act. The eligibility findings will be documented in a series of maps for the Study Area. If for any reason the Study Area does not qualify for a TIF district designation, we will meet with you to discuss potential strategies at that point.
- 6) **Prepare Eligibility Study Summary.** We will prepare slides documenting the findings of our eligibility research, including maps and tables.
- 7) **Conduct Call with Village.** We will conduct a call with the Village to discuss our findings and recommendations. We assume at this point a decision will be made to move forward with the district designation.

PHASE 2: FINALIZE ELIGIBILITY RESEARCH AND PREPARE REDEVELOPMENT PLAN AND PROJECT DOCUMENT

- 1) **Prepare Maps of the Proposed TIF District.** A series of maps of the proposed TIF district will be prepared for inclusion in the Redevelopment Plan and Project document. These maps will include: the proposed boundary, documented distribution of eligibility factors, existing land use, and future land use.
- 2) **Obtain and Proof Boundary Legal Description.** We will engage and manage a licensed surveyor on the Village’s behalf to draft a boundary legal description for the proposed TIF district. If the Village prefers to work with a particular surveyor, we will engage with that company. Otherwise, we can use a surveyor with whom we have

worked in the past. To ensure accuracy of the boundary legal description, we will conduct a proof of the description. We will work with Cook County to ensure that they are comfortable with the legal description prior to filing the TIF plan with the Village Clerk.

3) Prepare Draft Plan. We will prepare a plan for the proposed TIF district. As required by the Act, the Plan will include:

- Redevelopment Project Area (RPA) Description
- Boundary Legal Description of the RPA
- Summary of Blight/Conservation Area Conditions and Analysis of Eligibility Factors
- Redevelopment Plan Goals, Objectives and Strategy
- Existing and Proposed Land Use
- Most Recent EAV and Estimated Future EAV
- Estimated Redevelopment Project Costs (line-item budget)
- Assessment of Impacts on Other Taxing Districts
- Affirmative Action Plan
- Statement of Conformance with Other Community Plans

Preliminary projections of incremental property taxes from the TIF district will be prepared to confirm the supportable budget for the TIF plan and estimating the future EAV of the Redevelopment Project Area, as required by the Act.

We will prepare final Eligibility Reports and Redevelopment Plan and Project documents combining the Eligibility Study, redevelopment plan, legal description, appropriate maps, and other required documentation. We anticipate first preparing draft documents to be distributed to and reviewed by the Village. Following one round of revisions and feedback, we will finalize the Plan, which must be filed with the Village Clerk at least 10 days prior to introduction to the Village Board.

PHASE 3: PREPARE MAILING LISTS AND SUPPORT NOTICE PROCESS

1) Create Mailing Lists for Noticing. The Act requires that municipalities make a good faith effort to provide notice of the availability of the Eligibility Report and Redevelopment Plan and how to obtain the report by mail to all residential addresses within 750 feet of the boundary of any proposed TIF district. We will prepare maps identifying this buffer area. We will conduct fieldwork to gather the addresses in this area as part of our initial fieldwork. Additionally, we will prepare other mailing lists for noticing, as required by the Act. Our proposed scope includes preparation of the following mailing lists:

- Affected taxing bodies and Illinois Department of Commerce & Economic Opportunity
- Taxpayers within the proposed TIF area
- Taxpayers of properties within the proposed TIF area for which taxes were not paid in the prior year
- Residential addresses within 750 feet of the TIF boundary

The Village may elect to engage a mailing company for preparation and distribution of the mailings or to prepare the mailings using Village staff resources.

- 2) **Support Notice and Approval Process.** We assume that the Village will print and prepare the mailings and publish required notices in local newspapers. We will coordinate with the Village to ensure all mailing addresses are provided in a timely fashion.

We assume that the Village's legal counsel will establish and manage a timeline for mailings, meetings and noticing based on state law, the overall project timeline, newspaper publishing dates, and the Village Board meeting schedule.

PHASE 4: SUPPORT PUBLIC REVIEW PROCESS

- 1) **Present Findings at Joint Review Board and Public Hearing.** We will attend and, as appropriate, make presentations at key meetings that are part of the review process as provided in the Act. These meetings include the Joint Review Board Meeting and the Public Hearing, both of which we assume will be held in person.

PHASE 5: HOUSING IMPACT STUDY

- 1) **Prepare Housing Impact Study**
 - a. Estimate income distribution of households in proposed TIF
 - b. Estimate number and type of households that could be displaced
 - c. Identify replacement housing options
- 2) **Attend Public Meeting and Present Findings**

Additional Services

If additional meetings are required, we are able to attend and present our findings at the billing rates provided below. We are also available to provide other TIF-related services, such as tax increment projections or financial deal reviews for projects requesting TIF assistance.

Timeline

Based on the scope of the work outlined herein and our experience with similar projects, we estimate it will take approximately 30 to 45 days to complete Phase 1, 30 to 45 days to complete Phase 2, and 90 to 120 days to complete Phases 3, 4 and 5. However, we will work with you to meet any specific deadlines, where possible.

Professional Fees

Professional fees for our services will be based on the time required at the billing rates of the SB Friedman personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses will total **\$49,290**, as shown in the detailed budget below.

Other expenses to be incurred directly by the Village that are not included in this estimate include:

- Surveyor: boundary legal description
- Required mailings and notices

- Research into tax-delinquent properties
- Legal counsel

This fee estimate is based upon the Scope of Service described above and the time budgets shown in the detailed budget. The fee estimate has been prepared based on certain assumptions as to the time required and is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually agreeable revision may be made. Fees and expenses for our services will not exceed the total budget estimate without further authorization from the Village.

Actual billings will be based on time expended as follows:

Partner/Senior Vice President	\$375	Senior Associate	\$230
Vice President	\$300	Associate	\$211
Senior Project Manager	\$276	Research Associate	\$195
Project Manager	\$255		

These rates will be in effect until December 31, 2025, after which rates are subject to adjustment.

Detailed Budget

		Senior Vice President	Sr. Associate
TASK	TOTAL	\$375	\$230
Phase 1: Conduct TIF Eligibility Reconnaissance Study			
1 Conduct Project Kickoff Call	\$605	1	1
2 Obtain and Examine Necessary Data	\$1,670	2	4
3 Conduct Fieldwork	\$5,760	8	12
4 Analyze EAV Growth	\$1,670	2	4
5 Analyze Additional Eligibility Factors/Required Findings and Tests	\$6,680	8	16
6 Prepare Eligibility Study Summary	\$2,590	2	8
7 Conduct Call with Village	\$605	1	1
Phase 2: Finalize Eligibility Research and Prepare Redevelopment Plan and Project			
8 Prepare Maps of the Proposed TIF District	\$3,340	4	8
9 Obtain and Proof Boundary Legal Description	\$1,210	2	2
10 Prepare Plan	\$4,260	4	12
Phase 3: Create Mailing Lists and Support Noticing Process			
11 Create Mailing Lists for Noticing	\$2,130	2	6
12 Support Noticing and Approval Process	\$980	2	1
Phase 4: Support Public Approval Process			
13 Present Findings at Joint Review Board and Public Hearing	\$7,260	12	12
Phase 5: Housing Impact Study			
14 Estimate Income Distribution and Demographic Profile of Households	\$2,675	1	10
15 Estimate # and Types of Households that Could Be Displaced	\$2,675	1	10
16 Identify Replacement Housing Options for Displaced Households/Write-up	\$1,755	1	6
17 Attend and Present at Public Meeting (and prep)	\$2,880	4	6
Total Hours	176	57	119
Total Professional Fees	\$48,745	\$21,375	\$27,370
Reimbursable Expense Estimate	\$545		
TOTAL ESTIMATED BUDGET	\$49,290		

Allowance for Boundary Legal Description

Mailing Costs and Title Company Tax Delinquency Research

Assumed incurred directly by Village

Assumed incurred directly by Village

Three in-person meetings are included in this fee estimate:

- Joint Review Board meeting
- Public Hearing
- Public Meeting for Housing Impact Study

Additional meeting time and additional services, beyond what is included in the Scope of Services and detailed budget will be billed hourly at the rates provided above.

Local travel, publications, maps, outside data purchased specifically for this project, use of owned or licensed databases, report production, and other out-of-pocket expenses are included in this estimate and will be billed in addition to professional fees as incurred (without markup). Travel time will be billed in full.

Invoices will not be rendered more frequently than monthly as our work progresses for services and costs incurred. All invoices are payable within 30 days. If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred through that date.

The attached **Limitations of Our Engagement** apply to this engagement.

Acceptance Procedures

We appreciate the opportunity to assist the Village. To indicate your acceptance of this proposal, please sign and return it to us as authorization for to proceed.

Sincerely,



Geoff Dickinson, AICP
Senior Vice President
(312) 384-2404 | gdickinson@sbfriedman.com

Accepted:

Signature Date

Name Title

Limitations of Our Engagement

Our deliverable will be based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our deliverable, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the deliverable to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our study will not ascertain the legal and regulatory requirements applicable to this project, including zoning, other State and local government regulations, permits, and licenses. No effort will be made to determine the possible effect on this project of present or future federal, state or local legislation, including any environmental or ecological matters.

Furthermore, we will neither evaluate management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.

Preliminary tax increment financing (TIF) projections are anticipated to be prepared under this engagement for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed TIF district boundary and from inflationary increases in value. These projections are intended to provide an estimate of the final equalized assessed value (EAV) of the TIF district for inclusion in the final deliverable and to provide a level of assurance that the increment to be generated would be sufficient to cover estimated project costs.

As such, our deliverable and the preliminary projections prepared under this engagement are intended solely for your information, for the purpose of considering establishing a TIF district. These projections should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the deliverable nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

We acknowledge that upon submission to the Village the deliverable may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the deliverable under such Act.

Consider a Motion Authorizing the Village Manager to Execute an Agreement for Managed IT Services with DeKind Computer Consultants

BACKGROUND:

An individual in the IT department is retiring, leaving a significant opening for the first time in many years. As recommended by the IT Strategic Plan, staff reviewed the IT staffing model to look at options for both the use of in-house employee(s) and outsourced services for the Village.

In February 2025, the Village issued a Request for Qualifications (RFQ) for IT Managed Services, specifically targeting the outsourcing of the Systems Administrator / Systems Engineer position. By March 2025, a total of 17 responses were received. A review committee—comprised of staff from Finance, Administration, and IT—was formed to evaluate the proposals.

Following an initial review, seven firms were selected for interviews based on qualifications. After the interviews, four companies were chosen to move forward in the selection process. For each of these, a detailed Statement of Work (SOW) was developed to assess their capabilities more thoroughly.

Upon completion of the SOWs, the committee narrowed the field to two finalists and entered into contract negotiations, including the development of Service Level Agreements (SLAs). Ultimately, DeKind Computer Consultants of North Barrington, IL was selected as the vendor providing the most comprehensive and cost-effective solution for the Village's IT Managed Services needs.

KEY ISSUES:

- In the proposed agreement, Dekind will provide an onsite person from 8:30 to 4:30 pm every weekday (173 hours monthly) to provide for system operations and maintenance. Additionally, all after-hours calls will be handled by DeKind personnel, allowing the Village to leverage the increased consultant staff availability to provide support. 32 hours of overtime are included each month for remote after-hour support. If the 32 hours are unused, the hours will pool for use on larger projects.
- The contract provides 35 hours of a virtual CIO for consultation, planning, and strategic discussions.
- The Agreement includes a Service Level Agreement with penalties, ensuring the Village can measure service provided and recover costs if the expectations are not met.
- The initial agreement is for one year with the option for two one-year renewals. If necessary, the Village can terminate the agreement for no-cause with a 120-day

notice and a prorated penalty.

- The cost of the first year of the contract is \$259,200. The Village will see an increase of approximately 25% production time due to the hours provided in the contract and DeKind covering all leave time with another employee.

BUDGET IMPACT:

\$259,200 is included in the Proposed CY2026 Budget

RECOMMENDATION:

Authorize the Village Manager to enter into an agreement with DeKind Computer Consultants.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute an agreement for Managed IT Services with DeKind Computer Consultants.

ATTACHMENTS:

1. Managed IT Companies - RFQ Responded
2. Draft Agreement DeKind

IT Managed Service

	Headquarters	Local Office	Years in Business
7Layer Solutions	Schaumburg	Schaumburg	15 years
Alineds	Austin TX	Springfield IL	2013
Bahwan CyberTek	MA & CA; 50 countries/4 continents		20 years in US
BetterWorld	DC, Denver, Chicago	Naperville	20 years
Dekind		North Barrington	24 years
Empist	Chicago	Elmhurst	25 years
Golden Five	California	Canada, India, CA	since 2014
Interdev	Georgia	office in Glenview	45 years
Mindsight		based in suburban chicago	founded 2004
Nobletec	Lombard	Lombard	
Ntiva	Lombard	Lombard	since 2004
Orbis	Aurora, IL	Aurora, IL	22 years
Pace		Naperville IL	since 1983
Prescient	Schaumburg,	Schaumburg,	27 years
Sentinel Tech	Chicago	Downer's Grove	1982
SoftSages	Pennsylvania	Chicago	20 yrs
Verity		Downer's Grove	2014

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

**VILLAGE OF PALATINE
PROFESSIONAL SERVICES AGREEMENT
Information Technology Services**

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICE PROVIDER.

A. Engagement of I.T. Service Provider. The Village desires to engage the IT Service Provider otherwise know as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company:

Street:

City, State, Zip:

Telephone:

Email:

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Palatine.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B and Exhibit B-1 to this Agreement ("Scope of Work and Service Level Agreements"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/ IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services as outlined in Section/Appendix B.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.

- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Service Provider shall regularly report to the IT Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** If the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the initial and primary project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Escalation.** Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least one-hundred and twenty (120) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider Village will receive prior notification of Key Project Personnel change from Service Provider.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff. In the event that any staff member or subcontractor is found to be incompetent, unfaithful, abusive, or disorderly, the Firm shall take appropriate corrective action, which may include reprimanding and, if necessary, replacing the individual at the request of the Village Manager.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one 2 years following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees of the Service Provider without the express written consent of the Service Provider.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement and pass an FBI background check before obtaining access to Confidential Information and for purposes of CJIS compliance.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** Each party shall, without regard to the availability or unavailability of any insurance coverage of either party, indemnify, defend, and hold harmless the other party, including its officials, employees, agents, and attorneys, from and against any and all claims, demands, lawsuits, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative costs, arising out of or in connection with the Indemnifying Party's performance or failure to perform its obligations under this Agreement, except to the extent caused by the sole negligence of the Indemnified Party.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.
- D. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6F to this Agreement. For good cause shown, the IT Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Palatine named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
2. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Service Provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Service Provider's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Service Provider's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

4. The Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Service Provider shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Service Provider and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Service Provider shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

All subcontractors shall furnish separate certificates and endorsements for the requirements stated herein.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE (cont.)

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Palatine, its officials, employees, agents and volunteers for losses arising from work performed by Service Provider for the municipality.

K. Failure to Comply

In the event the Service Provider fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Service Provider.

L. Professional Liability

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following: a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision of this Agreement, the Village may terminate this Agreement, without cause, upon One-hundred and twenty (120) calendar days' prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to payment for (i) Services actually performed and reimbursable expenses actually incurred prior to termination, and (ii) a termination fee equal to up to two (2) months of service, calculated as Forty-Three Thousand Two Hundred Dollars (\$43,200.00), reduced by eight and thirty-three hundredths percent (8.33%) for each month of Services completed under this Agreement. For example, if termination occurs after (1) month of services, the termination fee shall be reduced to 91.67% of \$43,200.00. This termination fee shall reset at the commencement of each annual term of this Agreement.

Term. Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and shall remain in effect until December 31, 2026 (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods "Renewal Term" or for any other period as mutually agreed to by

the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 25-mile radius with a center point of 200 East Wood Street Palatine, IL 60067.

Should Service Provider enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Service Provider and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

The Service Provider shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Service Provider in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Palatine ("Village")
200 East Wood Street.
Palatine, IL 60067
Attn: Village Manager
Email: rottesen@palatine.il.us
cc: pbrankin@palatine.il.us
cc: HSkeffingtonVos@palatine.il.us

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Company: DeKind Computer Consultants
Street: 2024 IL Route 176
City, State, Zip: Crystal Lake, IL, 60014
Attention: Nick Thommes
Email: Nick@dekind.com
Cc: Bdekind@dekind.com
CC: Jeremy@dekind.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- O. **No Waiver of Tort Immunity.** 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 Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PALATINE

By: _____
Reid Ottesen, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. Provide the name of the person filling the onsite position. If the responsibilities of an onsite position are to be split by two or more people then provide all names and the monthly hours each will provide. If a position is remote no onsite assigned personnel data is required simply include the hours and note that the position is remote by marking Yes or No in that column.

Position/Job Title	Monthly Hours	Personnel Name	Remote	Cost Per Month
After Hours Support	32		X	\$2,880.00
Tier 3- Systems Administrator	173			\$15,570.00
Tier 4- vCIO	35		X	\$3,150.00
Total Monthly Cost				\$21,600.00
Total Annual Cost				\$259,200.00

Optional Additional IT Staffing Services. The services listed in the cost matrix below may be added in the future at the discretion of the Village Manager. Pricing below will increase in accordance with section 3E of the Agreement.

Service Provider shall complete the below cost matrix. Provide Monthly Hours allotted to each position. If a position proposed is remote simply note that the position is remote by marking Yes or No in that column. Include Position Descriptions for each optional additional staffing service listed below.

Exhibit B. Scope of Work and Exhibit B-1 Service Level Agreements shall be modified to include the responsibilities of additional positions, when such services are engaged.

Position/Job Title	Monthly Hours		Remote	Cost Per Month
Tier 1- Help Desk/Network Engineer	173			\$13,840.00
Tier 1- Help Desk/Network Engineer	86			\$7,740.00
Tier 2- Senior Network Engineer	173			\$15,570.00
Tier 2- Senior Network Engineer	86			\$7,740.00
Tier 3 – Network Administrator	173			\$15,570.00
Tier 3 – Network Administrator	86			\$7,740.00
Tier 4- Security Specialist	-		X	\$125/Hour
IT Project Manager	-		X	\$125/Hour
Database Administration	-	We have a subcontractor that does database services, as needed	X	\$395/Hour

Exhibit A.
Position Descriptions

Provide a Job Title or Position name and include a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed.

Tier 1 Technician (Help Desk / Network Engineer)

Acts as the first point of contact for users, resolving basic technical issues and troubleshooting.

- Responds to support requests through phone, email, and ticketing systems
- Handles routine problems such as password resets, account lockouts, and software installation errors
- Provides support for desktops, laptops, printers, and common peripherals
- Possesses basic knowledge of Windows and Mac operating systems
- Understands fundamental networking concepts like IP, DNS, DHCP, and VPN
- Documents incidents and escalates unresolved issues to higher tiers
- Demonstrates strong communication and customer service skills
- Documents resolutions, procedures, and SOPs

Tier 2 Technician (Intermediate Support / Senior Network Engineer)

Addresses escalated technical problems requiring more advanced troubleshooting and broader expertise.

- Performs in-depth troubleshooting for OS and application issues
- Supports network connectivity and helps resolve firewall and routing problems
- Manages Active Directory, group policies, and user permissions
- Conducts hardware repairs on workstations, servers, and network devices
- Configures and troubleshoots email platforms including Microsoft 365 and Exchange
- Has proficiency with networking protocols and services (TCP/IP, DNS, DHCP, VPN, VLANs)
- Utilizes scripting tools (PowerShell, Bash, Python) for automation
- Implements and manages endpoint security solutions
- Mentors Tier 1 technicians
- Documents resolutions, procedures, and SOPs

Tier 3 Technician (Senior Support / Systems Administrator)

Serves as an expert for complex issues, infrastructure design, and long-term technical solutions.

- Designs, configures, and maintains enterprise networks and server infrastructure
- Executes advanced troubleshooting for routing, switching, firewalls, WAN/LAN connectivity
- Administers network backup configuration, monitoring, and testing
- Administers virtualization platforms such as VMware and Hyper-V
- Manages cloud infrastructure (AWS, Azure, Google Cloud)
- Develops automation scripts and deployment processes
- Documents resolutions, procedures, and SOPs
- Works with vendors and provides escalation support
- Leads technical projects and mentors other technicians

Virtual Chief Information Officer (vCIO)

Key Responsibilities

- Strategic IT Planning
- Oversees disaster recovery planning and execution
- Develops and maintains multi-year technology roadmaps
- Conducts Quarterly Business Reviews (QBRs) to align IT strategy with client goals
- Leads the creation of annual IT budgets and forecasts
- Provides cost-benefit analyses and ROI models for technology investments
- Collaborate with finance to consolidate bills and optimize spending
- Assesses client IT environments for risks, inefficiencies, and improvement opportunities
- Guides lifecycle planning for hardware, software, cloud services, and licensing
- Recommends cybersecurity best practices
- Provides monthly reports on IT performance and budget adherence

Exhibit A.
After Hours Support

For purposes of this Agreement, "After Hours Support" shall mean any request of Tier 1, 2 or 3 support for services requiring action outside of the Service Provider's normal business hours of 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday, and when a member of the Service Provider's staff is not regularly scheduled to be on-site at the Village of Palatine.

The Village may roll over unused pre-purchased After Hours Support from one ~~monthly~~ billing period to the next ("Rollover Hours"), provided that an active Agreement remains in effect at the time of rollover, and subject to the restriction that no Rollover Hours may be used during the first six (6) months of the initial term of the Agreement. All rollover hours shall be valued at the discounted rate set forth in *Exhibit A* (currently Ninety Dollars (\$90.00) per hour during the initial term of this Agreement).

Rollover Hours may also be redeemed for Database Administration services at an exchange rate of four (4) Rollover Hours for one (1) Database Administration hour.

Rollover Hours may be applied to reduce the termination fee otherwise due under this Agreement, subject to a maximum reduction of fifty percent (50%) of the pro-rated termination fee.

Any services performed in excess of the pre-purchased Rollover Hours plus After Hours Support in a given month shall be billed at One Hundred Twenty-Five Dollars (\$125.00) per hour or the Service Provider's then-current Standard Service Rate, whichever is greater.

Exhibit B.
Scope of Work

Scope of Work

- 1) **General Purpose:** The purpose of this agreement is for the Village of Palatine (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will help identify opportunities for continued development and enhancement. The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.
 - a. The Service Provider shall provide staffing as described in Exhibit A in order to fulfill the Base Services described herein and meet the SLA requirements as described in Exhibit B-1.
 - b. The Service Provider is the provider for IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity.
 - c. The Service Provider will help facilitate and manage resources, cost, and technical innovation for the Village.
- 2) **Confidentiality:** Village documents provided to prepare the Agreement may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - a. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below. i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - b. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider. The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects scheduled will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.
 - c. **Optional Services:** May include a unique service (i.e., Database Design) requested by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.
- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - a. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Service Provider will provide an IT Manager to manage staffing resources, provide reports and manage projects.

- i. **Process Documentation:** These services shall include the documentation of all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs). These documented processes shall reside on Village storage resources and shall be the property of the Village
 - b. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk.
 - c. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix.
 - i. Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.
 - ii. The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.
 - iii. Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.
 - d. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix.
 - e. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Managed Cloud Services, and Software Licensing.
 - f. **Database Management:** These services include ensuring backup and recovery using Commvault solutions. Monitoring and Optimization of the current database environment using SQLdm toolset. Service Provider shall provide encryption of databases at rest, increase communication security and work with Village staff/contractors for both storage , operations of the database environment and engaging with 3rd party software providers' support teams to complete these goals. This does not include any development or modifications of "home grown" databases with no 3rd party support
- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - a. Management and Administration
 - b. End User Services
 - c. Data Center Services
 - d. Network and Telecom Services
 - e. Applications Support
 - f. Database Management

- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. Facilities and equipment include, but are not limited to the following:
- a. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - b. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - c. A telephone line and phone to originate and receive outside calls.
 - d. A network connection with adequate speed and access to the Internet.
 - e. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- a. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - b. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data. The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - c. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - d. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.

Exhibit B-1. Service Level Agreements

This Service Level Agreement (SLA) is an agreement for the delivery of the specified services by the Service Provider to the Village. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a document specifying the terms and conditions under which delivery is accomplished and defines the terms between any internal or external service providers.

This Agreement holds the Service Provider accountable for the quality and performance levels of the services and the service availability. If the Service Provider fails to meet the agreed upon SLAs for three SLA Service Types the Service Provider shall be subject to a penalty of 2.5% of the total monthly invoice. If the Service Provider fails to meet the SLAs for five or more SLA Service Types the penalty shall be 5% of the total monthly invoice. If however, during the subsequent month the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one calendar year. The Village reserves the right to waive SLA penalties.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

Service Types describe the typical service to be provided by the Service Provider.

Service Level Priority describes the agreed upon criticality of the Service Type.

Response Times describes the time the Service Provider has from time of notification of an issue until the Service Provider has resolved the issue and how frequently the Service Provider must meet the resolution target time. Response times are expressed in business hours which is understood to mean Monday through Friday from 8:00 am to 5:00pm.

A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

Reported describes the minimum frequency that the Service Provider shall compile and report to the IT Director the SLA Compliance for each Service Type, including the number of requests for each Service Type, and time to resolution.

The following events shall be excluded in calculating Uptime SLA:

1. Planned maintenance windows, the Service Provider shall provide no less than 8 hours advance notice of maintenance via email, unless otherwise approved by the IT Director or their designee.
2. Any unavailability caused by circumstances beyond the Service Provider's reasonable control, including without limitation, unavailability due to the Village or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the Village.
3. Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies, Audio Visual Systems Vendor, Phone System Vendor) stops the SLA clock. The Service Provider will continue to communicate and work with the 3rd party vendor until the issue is resolved. Regular updates shall be provided to the Village when this occurs.

Consider a Motion to Authorize the Village Manager to Purchase 2026 Light-Duty Fleet Consistent with the Capital Improvement Plan

BACKGROUND:

The proposed 2026 Capital Vehicle Replacement Budget includes \$438,340 for the replacement of Police vehicles. The purchases include seven patrol vehicles.

Order bank windows through purchasing cooperatives are opening and closing in less than one month, and the ability to even order units in the near term has been questionable. Pre-purchasing vehicles was authorized in 2022, 2023, and 2024 to reduce the risk of an inability to secure replacement vehicles crucial for Police operations.

Greater flexibility in purchasing methods is suggested to address factory capacity issues, short openings of order banks, and long lead times which could result in a threat to the public health, safety or welfare of the general public. It is recommended that the Village Manager be authorized to secure the replacement of the specific units referenced in the 2026 budget plan ahead of schedule. A corresponding reduction in the proposed 2026 budget would be made.

KEY ISSUES:

- The units planned for 2026, which would be accelerated for 2025, include seven police vehicles.
- Cooperative contracts previously bid will be spot-checked to confirm the best available price can be achieved. If a more favorable offer can be secured than a previously competitively priced cooperative contract, this will be accepted. Staff would be able to order into order banks when they become offered while also evaluating purchasing from dealers' lots.
- Five of the patrol units are replacing in-kind hybrid Ford Interceptors. A life-cycle evaluation confirmed the increased initial cost of hybrids could be recuperated during the life of the unit. This is primarily due to the ability to transfer prisoner partitions in the existing units. All future replacement and patrol units will be similarly evaluated prior to selecting recommended replacements.
- Two of the patrol units are proposed to replace the existing hybrid Ford Interceptors with Dodge Durangos, as the hybrid production quantities are being reduced, increasing lead times.
- The total cost after upfitting is \$63,000 for the hybrid Ford Interceptors and \$61,670 for the Dodge Durangos.

BUDGET IMPACT:

The \$438,340 would be from a budget adjustment advancing planned expenditures for

2026 into 2025. A corresponding reduction in the proposed 2026 budget would occur.

RECOMMENDATION:

Staff recommends that the Village Manager be authorized to purchase up to \$438,340 for accelerating the purchase of scheduled replacements for the Police fleet.

ACTION REQUIRED:

Motion to authorize the Village Manager to purchase up to \$438,340 for accelerating the purchase of scheduled replacements for the Police fleet.

ATTACHMENTS:

1. 2026 Advance Purchase Memo

MEMORANDUM

To: Matt Barry
CC: Katie Lapid, Adam Begale
From: Jim Keats – Fleet Services Coordinator
Date: 9/30/2025
Subject: 2026 Advance Purchase Patrol Vehicles

Issue: As in years past, the Fleet division has found the need to analyze reasons for advance purchase police vehicles. This year an unfortunate accident has forced us to purchase a replacement vehicle for the Gang task force. While searching for said replacement vehicle Fleet was advised to perform a quick search of “in-stock” vehicles for the possibility of advance purchase for VE0005. Advance purchase is analyzed every year due to the timing of order banks, the limited availability of pursuit vehicles and the long lead times for hybrid pursuit vehicles. This year, the same was done by contacting manufacturers and dealers as well as comparing co-op purchasing agreements.

Analysis: A 1000 mile search was performed for any in-stock pursuit vehicles. This search was done for ease of purchase and early replacement. Unfortunately, at the mid-year time frame, the search had only turned up dealers that sell “ready for road” packages and some dealers that wanted premium pricing for units we didn’t specify directly. Since dealers don’t generally stock police or municipal vehicles, at this time, I could only find the following:

- 2025 Ford Explorer PIU V-6 Non-Hybrid \$46,000-\$48,905
- 2025 Dodge Durango Pursuit V-8 \$46,004
- 2025 Chevrolet Tahoe Pursuit \$54,535

All of these finds are overpriced from what we normally order our vehicles for and the overage isn’t enough to make it feasible to purchase, regardless of the convenience.

At this time, our 2026 VE0005 plan is to purchase 1) Tahoe, 2) V-6 Durangos, and 5) Hybrid Explorers. The Tahoe purchase is complete and the order banks for the Durango and Explorer is currently open.

Recommendation: The fleet division recommendation at this time is to advance purchase the following:

- 2) Dodge Durango V-6 Pursuit: \$40,293 dealer, \$600 graphics, \$18,900 upfitting, \$600 strip, \$203 plates = **\$60,596**
- 5) Ford Explorer Interceptor PIU Hybrid: \$48,391 dealer. \$600 graphics, \$13,800 upfitting, \$600 strip, \$203 plates = **\$63,594** (add \$4500 for new PD equipment)

This recommendation is due to several factors. First is secure our place in line with the allocation of fuel-efficient patrol vehicles. At this time no dealer stocks Hybrid Explorers or v-6 Durangos. Second is the extended build time for Hybrid explorers. Our last order took approximately seven months to complete. Third is due to the extensive mileage on our current patrol units. Five out of seven are already over 100,000 miles. Forth, is to secure our 2025 pricing on vehicles and equipment. Even if said vehicles get upfitted in 2026, we can secure our pricing upon orders of vehicles and equipment. Finally, Ford is offering a zero-price increase for early orders.

Consider a Motion Authorizing the Village Manager to Execute an Extension to the Service Agreement with Sikich CPA, LLC

BACKGROUND:

The Village's auditing services agreement with Sikich CPA, LLC ended with their completion of the Village's FY 2024 audit. Sikich has been instrumental in the Village's successful implementation of recent GASB Standards and in acquiring the GFOA's prestigious Certificate of Achievement in Financial Reporting during their current engagement. Staff requested Sikich CPA, LLC provide a proposal for an extension of the current agreement for professional auditing services.

KEY ISSUES:

- The proposed fee for FY 2025 increased 6.8% from FY 2024, which was the final year of the contract agreed upon in 2020.
- The two-year proposal cost is \$108,630 (average cost of \$54,315). This represents a 2.3% per year increase over the FY 24 cost. The optional two-year extension, if exercised, would include a 3.0% escalator each year.
- The three-year proposal cost is \$162,850 (average cost of \$54,283). This represents a 2.3% per year increase over the FY 24 cost. The optional three-year extension, if exercised, would include a 3.0% escalator each year.
- Sikich CPA, LLC is the incumbent provider of these services. It will be required that they rotate their audit fieldwork team as in prior agreements.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends accepting Sikich CPA, LLC's proposal for professional auditing services for the years 2025 - 2027 with the option for 2028 - 2030.

ACTION REQUIRED:

A motion to accept the Proposal for Professional Auditing Services.

ATTACHMENTS:

1. VOPal 2025-2028 Proposal_

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

September 2, 2025

Mr. Andrew D. Brown
Director of Finance
Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

Dear Andrew:

Sikich CPA LLC is pleased to be considered for the re-appointment as independent auditors for the Village of Palatine (the Village). We believe that our qualifications, experience and expertise are clearly distinguishable as we have demonstrated to the Village and are evident by:

- The quality of our professional staff, as noted by their advanced degrees and their active participation in numerous civic and professional organizations.
- The expertise that we possess in the local government industry, as demonstrated by:
 - Our clients' success in obtaining the coveted Certificate of Achievement for Excellence in Financial Reporting.
 - Our staff's presentations at conferences, seminars and training courses for various state and local government organizations.
 - Our leadership roles in the state CPA Society and the Illinois Government Finance Officers Association on implementing complex new pronouncements.
- The benefits our clients receive from the audit planning and significant preliminary work we perform so that audit issues may be identified early and resolved on a timely basis.
- The depth of our audit procedures, as depicted in our specific audit approach and as noted by our government clients.
- The quality and timeliness of the information that we provided to the Village.
- The experience we have providing professional services to Illinois local governments ; which assists us in identifying best practices in the industry that we share with our clients.

Our Firm's expertise will not only enable the Village to apply for and receive the coveted Certificate of Achievement for Excellence in Financial Reporting if the Village chooses to, but also to correctly and cost effectively implement new statements and interpretations issued by the Governmental Accounting Standards Board. We believe this proposal demonstrates our capabilities to serve not only as independent auditors, but also as valued advisors and consultants to the Village, the Board of Trustees, and management.

Our audit team is tailored to each client's specific needs drawing staff from our state and local government team. We emphasize:

- Consistency and quality of staffing in multi-year engagements, including assigning staff from our state and local government team who focus on providing services to the local government industry year-round and assigning staff who are familiar with the accounting software used by the Village;
- A high degree of efficiency using the latest audit technology available;
- The identification of opportunities for improved financial or procedural performance; and
- A focus on areas that present the greatest audit risk.

We are prepared to commit the resources necessary to provide services of the highest quality to the Village of Palatine. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of work to be performed and the timing requirements and are committed to performing the specified services within the stipulated timeframe.

The Village has requested a proposal for auditing services; we have included two proposal options as detailed in the attachment.

These fees do not include the cost to implement any new GASB pronouncements during the duration of the proposal. We will separately negotiate additional fees related to any pronouncements that become effective during the duration of the proposal.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for sixty (60) days, and look forward to the possibility of serving the Village.

Sincerely,

Sikich CPA LLC



James R. Savio, CPA, MAS
Principal



Kellen O'Malley, CPA, MAS
Director

Village of Palatine, Illinois

Request for Proposal

Professional Auditing Services

Summary Schedule of Professional Fees

PROPOSAL COST SUMMARY #1: TWO YEARS + TWO OPTION YEARS

	<u>2025</u>	<u>2026</u>	Option <u>2027</u>	Option <u>2028</u>
ACFR and Management Letter	\$ 46,000	\$ 47,400	\$ 48,800	\$ 50,300
Single Audit	4,000	4,120	4,240	4,370
TIF Report	3,500	3,610	3,720	3,830
Total	<u>\$ 53,500</u>	<u>\$ 55,130</u>	<u>\$ 56,760</u>	<u>\$ 58,500</u>

PROPOSAL COST SUMMARY #2: THREE YEARS + THREE OPTION YEARS

	<u>2025</u>	<u>2026</u>	<u>2027</u>	Option <u>2028</u>	Option <u>2029</u>	Option <u>2030</u>
ACFR and Management Letter	\$ 45,500	\$ 46,600	\$ 47,800	\$ 49,200	\$ 50,700	\$ 52,200
Single Audit	4,000	4,080	4,160	4,280	4,410	4,540
TIF Report	3,500	3,570	3,640	3,750	3,860	3,980
Total	<u>\$ 53,000</u>	<u>\$ 54,250</u>	<u>\$ 55,600</u>	<u>\$ 57,230</u>	<u>\$ 58,970</u>	<u>\$ 60,720</u>

These fees assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger and will prepare certain schedules of account analysis and confirmations of account balances.

If a Single audit is not required and a Generally Accepted Government Auditing Standards opinion is required for the State of Illinois Grant Accountability and Transparency Act (GATA) compliance, we will negotiate this fee separately.

The fees proposed do not include the cost of implementing any new GASB pronouncements. We would separately negotiate those fees based on the level of effort required for implementation

Village of Palatine

Village Clerk

Mayor

Warrant # 19 having been approved by the Village Council on 10-06-25 hereby authorizes the Treasurer to deposit funds from the accounts indicated below

		Check/ACH Disbursements	Electronic (EFT/W-T) Disbursements	Manual Checks	UB Refunds Processed	Fund Expense
General Fund	100	523,501.55	-	-	-	523,501.55
Federal Equitable Sharing Fund	221	1,485.89	-	-	-	1,485.89
State Equitable Sharing Fund	222	16,130.59	-	-	-	16,130.59
Downtown TIF Fund	233	354,515.96	-	-	-	354,515.96
ARPA Fund	256	664,420.52	-	-	-	664,420.52
Opioid Settlement Fund	257	2,925.00	-	-	-	2,925.00
Capital Equipment Fund	401	100,401.15	-	-	-	100,401.15
Capital Improvements Fund	402	43,584.07	-	-	-	43,584.07
CSF Renovation Fund	435	2,369.15	-	-	-	2,369.15
Water Fund	605	337,845.90	-	-	-	337,845.90
Sewer Fund	610	50,022.64	-	-	-	50,022.64
Refuse Fund	615	-	-	-	1,187.52	1,187.52
Parking Fund	620	13,130.14	-	-	-	13,130.14
Liability Insurance Fund	702	5,782.00	-	-	-	5,782.00
Fleet Services Fund	710	73,004.67	-	-	-	73,004.67
Total Report		2,189,119.23	-	-	1,187.52	2,190,306.75



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1633 - 3M Company									
9435392561	Yellow Reflective Sheeting, Clear Film, White Reflective Sheeting	Open		08/14/2025	09/13/2025	09/22/2025			4,237.00
9435822356	White Reflective Sheeting 36x50 & 30x50, Clear Film 30x50	Open		09/12/2025	10/12/2025	09/22/2025			3,862.18
9435838742	Orange, Yellow & White Reflective Sheeting & Clear Film	Open		09/15/2025	10/15/2025	09/22/2025			3,862.18
9435855702	Clear Film 36x50	Open		09/16/2025	10/16/2025	09/22/2025			886.88
9435855709	Clear Film 36x50	Open		09/16/2025	10/16/2025	09/22/2025			886.88
Vendor 1633 - 3M Company Totals						Invoices	5		\$13,735.12
Vendor 5133 - ABC Plumbing, Heating, Cooling & Electric									
2025-00000841	permit withdraw-21456-2025	Open		09/30/2025	09/30/2025	09/30/2025			100.00
2025-00000842	withdraw blde-21455-2025	Open		09/30/2025	09/30/2025	09/30/2025			100.00
Vendor 5133 - ABC Plumbing, Heating, Cooling & Electric Totals						Invoices	2		\$200.00
Vendor 1553 - Acme Truck & Brake Supply									
01_489903	Parts -T-389	Open		09/15/2025	10/15/2025	09/24/2025			71.02
Vendor 1553 - Acme Truck & Brake Supply Totals						Invoices	1		\$71.02
Vendor 5416 - Advance Auto Parts									
6432523767878	Parts - STOCK	Open		08/25/2025	09/24/2025	09/23/2025			300.90
6432523830770	Parts - PT-411	Open		08/26/2025	09/25/2025	09/23/2025			17.34
6432523930793	Parts - Stock	Open		08/27/2025	10/02/2025	09/24/2025			200.64
6432523930794	Parts - PT-411	Open		08/27/2025	09/26/2025	09/23/2025			21.17
6432524568133	Parts - PT-210	Open		09/02/2025	10/02/2025	09/24/2025			386.75
6432525368411	Parts - T-498	Open		09/10/2025	10/10/2025	09/24/2025			154.99
6432525968697	Parts - STOCK	Open		09/16/2025	10/16/2025	09/23/2025			562.62
6432525968698	Parts - PT-418	Open		09/16/2025	10/16/2025	09/23/2025			6.87
6432526031465	Parts - STOCK	Open		09/17/2025	10/17/2025	09/23/2025			26.40
6432526131488	Parts - E-610 & E-612	Open		09/18/2025	10/18/2025	09/23/2025			21.92
Vendor 5416 - Advance Auto Parts Totals						Invoices	10		\$1,699.60
Vendor 1759 - Air One Equipment, Inc.									
225675	Squad Equipment	Open		09/04/2025	10/03/2025	09/04/2025			177.00
Vendor 1759 - Air One Equipment, Inc. Totals						Invoices	1		\$177.00
Vendor 2611 - Al Warren Oil Co									
W1775260	Motor Fuel	Open		08/26/2025	09/25/2025	09/11/2025			20,147.40
W1781766	Motor Fuel	Open		09/18/2025	10/18/2025	09/24/2025			2,375.90
W1781767	Motor Fuel	Open		09/18/2025	10/18/2025	09/24/2025			17,570.40



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	2611 - Al Warren Oil Co Totals		Invoices		3	\$40,093.70
Vendor 2645 - Alexander Equipment Company, Inc									
219968	Parts - E-626	Open		09/09/2025	10/09/2025	09/24/2025			154.90
220002	Parts - E-626	Open		09/09/2025	10/09/2025	09/24/2025			94.35
220040	Parts - E-626	Open		09/10/2025	10/10/2025	09/23/2025			665.00
			Vendor	2645 - Alexander Equipment Company, Inc Totals		Invoices		3	\$914.25
Vendor 3060 - Allegra Print & Imaging									
106308	Drinking Water Notice Envelopes	Open		08/21/2025	10/02/2025	09/16/2025			1,351.40
106467	Door Hangers-Caring for New Grass Seed	Open		09/15/2025	10/15/2025	09/22/2025			230.97
			Vendor	3060 - Allegra Print & Imaging Totals		Invoices		2	\$1,582.37
Vendor 3448 - Anderson Glass Tinting									
944106	Squad Window Tinting	Open		09/08/2025	10/08/2025	09/24/2025			300.00
			Vendor	3448 - Anderson Glass Tinting Totals		Invoices		1	\$300.00
Vendor 5669 - Annie's Restaurant & Pancake House, LLC									
092325Refund1	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			100.00
			Vendor	5669 - Annie's Restaurant & Pancake House, LLC Totals		Invoices		1	\$100.00
Vendor 5021 - Arlington Heights Ford LLC									
202675	Repairs- T-493	Open		08/22/2025	10/05/2025	09/11/2025			3,831.40
166643H	Parts - T-512	Open		09/03/2025	10/03/2025	09/24/2025			95.77
166699H	Parts - T-480	Open		09/04/2025	10/04/2025	09/24/2025			250.91
166700H	Parts - T-500	Open		09/06/2025	10/06/2025	09/24/2025			869.47
166959H	Parts - Stock	Open		09/10/2025	10/10/2025	09/24/2025			546.15
167023H	Parts - T-488	Open		09/11/2025	10/11/2025	09/24/2025			169.12
167104H	Parts - T-488	Open		09/11/2025	10/11/2025	09/24/2025			9.04
167351H	Parts - T-420	Open		09/17/2025	10/17/2025	09/30/2025			19.65
167367H	Parts - T-420	Open		09/17/2025	10/17/2025	09/30/2025			42.42
167430H	Parts - STOCK	Open		09/20/2025	10/20/2025	09/30/2025			182.28
167431H	Parts - T-495	Open		09/20/2025	10/20/2025	09/30/2025			232.32
			Vendor	5021 - Arlington Heights Ford LLC Totals		Invoices		11	\$6,248.53
Vendor 1443 - Arlington Power Equipment									
247729	Parts - PT-48	Open		09/15/2025	10/15/2025	09/23/2025			40.60
248027	Parts - PT-48	Open		09/17/2025	10/17/2025	09/23/2025			86.99
248032	Credit Memo	Open		09/17/2025	10/17/2025	09/23/2025			(30.45)
			Vendor	1443 - Arlington Power Equipment Totals		Invoices		3	\$97.14
Vendor 1841 - B & H Photo-Video									



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
237230648	Camera Equipment for Forensic Unit	Open		09/09/2025	10/09/2025	09/24/2025			11,701.09
237270776	Camera Equipment for Forensic Unit (SD Memory Cards)	Open		09/10/2025	10/10/2025	09/24/2025			223.50
Vendor 1841 - B & H Photo-Video Totals									Invoices 2
									\$11,924.59
Vendor 5457 - Badazz Marketing - Happy's LLC									
092325Refund4	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			100.00
Vendor 5457 - Badazz Marketing - Happy's LLC Totals									Invoices 1
									\$100.00
Vendor 1101 - Beverly Materials LLC									
325544	Wash Stone-WMB Restoration Repair	Open		09/06/2025	10/06/2025	09/22/2025			1,625.42
Vendor 1101 - Beverly Materials LLC Totals									Invoices 1
									\$1,625.42
Vendor 1722 - BLA, Inc									
2433-12	Illinois Avenue Improvements Construction Engineering	Open		05/31/2025	09/22/2025	09/15/2025			6,841.30
Vendor 1722 - BLA, Inc Totals									Invoices 1
									\$6,841.30
Vendor 5662 - Bobs Bullet Boring Inc									
I250910972	Directional Bore Conduit East Side of Towne Square	Open		09/10/2025	10/10/2025	09/22/2025			3,000.00
Vendor 5662 - Bobs Bullet Boring Inc Totals									Invoices 1
									\$3,000.00
Vendor 1857 - Brian Edward Landscaping Inc									
25338	Landscape Installation/Alterations at Fire Station 82	Open		09/12/2025	10/12/2025	09/23/2025			4,500.00
Vendor 1857 - Brian Edward Landscaping Inc Totals									Invoices 1
									\$4,500.00
Vendor 4850 - Builders Asphalt, Llc									
176446	Binder and Surface for Hot Paving	Open		09/09/2025	10/09/2025	09/08/2025			393.18
Vendor 4850 - Builders Asphalt, Llc Totals									Invoices 1
									\$393.18
Vendor 5627 - Building Automation Solutions									
INV-000005973	Police & VH HVAC Automation Maintenance & Support-7/1/25-9/30/25	Open		09/17/2025	10/17/2025	09/25/2025			4,175.00
Vendor 5627 - Building Automation Solutions Totals									Invoices 1
									\$4,175.00
Vendor 5678 - Builtech Services, LLC									
1	50 N. Brockway Parking Lot Improvements DPW-2516	Open		09/30/2025	10/15/2025	10/01/2025			345,658.40



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 5678 - Builtech Services, LLC Totals						Invoices	1		\$345,658.40
Vendor 4978 - C. Acitelli Heating & Piping Contractors, Inc									
2203	VAV Controller BAS Integration-Village Hall	Open		09/10/2025	10/10/2025	09/29/2025			856.00
Vendor 4978 - C. Acitelli Heating & Piping Contractors, Inc Totals						Invoices	1		\$856.00
Vendor 3232 - Angelo R Calanca									
2025-00000845	Special Investigations - Case # 25-006422	Open		09/25/2025	10/06/2025	09/24/2025			100.00
2025-00000846	Special Investigations - Case # 25-007104	Open		09/25/2025	10/06/2025	09/24/2025			300.00
Vendor 3232 - Angelo R Calanca Totals						Invoices	2		\$400.00
Vendor 3725 - Cambridge Computer Services Inc									
93686	OVM Lic	Open		09/11/2025	10/11/2025	09/29/2025			148.19
Vendor 3725 - Cambridge Computer Services Inc Totals						Invoices	1		\$148.19
Vendor 5218 - Casey Automotive									
425045	Repairs & Maintenance - T- 436	Open		08/26/2025	09/25/2025	09/23/2025			150.98
425055	Repairs & Maintenance - T- 400	Open		08/26/2025	10/02/2025	09/24/2025			228.33
425451	Repairs & Maintenance - T- 475	Open		09/09/2025	10/09/2025	09/23/2025			745.18
425724	Repairs & Maintenance - T- 506	Open		09/18/2025	10/18/2025	09/23/2025			82.49
Vendor 5218 - Casey Automotive Totals						Invoices	4		\$1,206.98
Vendor 2732 - CDW Government Inc									
AF9FB8Y	Brother Receipt Paper Rolls (Ticket Printers)	Open		09/11/2025	10/11/2025	09/24/2025			1,673.80
Vendor 2732 - CDW Government Inc Totals						Invoices	1		\$1,673.80
Vendor 5594 - CGMT, Inc									
12833	Material Testing 2025 Roadway Improvements DPW-2416	Open		08/30/2025	09/29/2025	09/15/2025			7,670.00
Vendor 5594 - CGMT, Inc Totals						Invoices	1		\$7,670.00
Vendor 5673 - Chicago Culinary Kitchen									
092325Refund2	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			244.00
Vendor 5673 - Chicago Culinary Kitchen Totals						Invoices	1		\$244.00
Vendor 2555 - Chicago Parts & Sound									
40V0060325	Parts - Stock	Open		09/04/2025	10/04/2025	09/24/2025			39.12
40V0064371	Parts - STOCK	Open		09/19/2025	10/19/2025	09/23/2025			114.20



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
40V0064393	Parts - E-612	Open		09/19/2025	10/19/2025	09/23/2025			105.00
40C0014377	Credit Memo	Open		09/24/2025	10/04/2025	09/24/2025			(11.00)
			Vendor 2555 - Chicago Parts & Sound Totals	Invoices			4		\$247.32
Vendor 3050 - Cintas #22									
4239667135	Village Hall Carpets	Open		08/11/2025	10/02/2025	09/16/2025			155.79
4242683349	Village Hall Carpets	Open		09/08/2025	10/08/2025	09/16/2025			155.79
4243208499	Shop Rags	Open		09/12/2025	10/12/2025	09/16/2025			18.07
4243208588	Uniform Cleaning	Open		09/12/2025	10/12/2025	09/16/2025			135.22
4243941580	Uniform Cleaning	Open		09/19/2025	10/19/2025	09/16/2025			143.67
4243941596	CSF Carpets	Open		09/19/2025	10/19/2025	09/16/2025			160.00
4243941642	Shop Rags	Open		09/19/2025	10/19/2025	09/16/2025			18.07
			Vendor 3050 - Cintas #22 Totals	Invoices			7		\$786.61
Vendor 2707 - Ciorba Group Inc									
10-33603	Baldwin Road Culvert Replacement Phase II Engineering Services	Open		09/05/2025	10/05/2025	09/22/2025			7,604.22
0033514	Salt Creek Streambank Stabilization Construction Eng DPW-2471	Open		09/08/2025	10/08/2025	09/15/2025			41,836.50
			Vendor 2707 - Ciorba Group Inc Totals	Invoices			2		\$49,440.72
Vendor 1488 - CNS Tire Supply									
27826	Parts - PT-246	Open		08/26/2025	10/02/2025	09/24/2025			305.50
27834	Parts - Stock	Open		09/04/2025	10/04/2025	09/24/2025			1,490.28
27840	Parts - PT-166	Open		09/09/2025	10/09/2025	09/24/2025			310.00
			Vendor 1488 - CNS Tire Supply Totals	Invoices			3		\$2,105.78
Vendor 2383 - Colfax Welding & Fabricating									
64790	Parts - T-413	Open		09/04/2025	10/04/2025	09/24/2025			521.69
			Vendor 2383 - Colfax Welding & Fabricating Totals	Invoices			1		\$521.69
Vendor 3033 - Comcast Cable									
CC 09-25 A	Backup Internet Connections	Open		09/16/2025	10/14/2025	09/29/2025			43.03
PD25-Sept	Monthly Service Fee's (09/11/25 - 09/10/25)	Open		09/04/2025	10/02/2025	09/24/2025			18.48
			Vendor 3033 - Comcast Cable Totals	Invoices			2		\$61.51
Vendor 2980 - Commonwealth Edison									
4271086000 8/25	Electricity-0 N Rand Rd N Winslowe Dr/Camera	Open		08/18/2025	09/17/2025	09/16/2025			7.01
6000574000 8/25	Electricity-0 N Rand Rd E Lilly Ln/Camera	Open		08/18/2025	09/17/2025	09/16/2025			6.90



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
8997338111 8/25	Electricity-0 N Rand Rd N Williams Dr/Camera	Open		08/18/2025	09/17/2025	09/16/2025			9.20
5298556000 8/25	Electricity-0 N Rand Rd N Capri Dr/Camera	Open		08/25/2025	09/24/2025	09/16/2025			9.25
5892617000 8/25	Electricity-Middleton Pond Aerator	Open		08/27/2025	09/26/2025	09/16/2025			164.72
			Vendor 2980 - Commonwealth Edison	Totals		Invoices	5		\$197.08
Vendor 5604 - Compassion Funeral Service, Inc									
2505510	Body Transport to Cook County Medical Examiners Ofc (25-006917)	Open		09/11/2025	09/26/2025	09/24/2025			350.00
			Vendor 5604 - Compassion Funeral Service, Inc	Totals		Invoices	1		\$350.00
Vendor 2741 - Conserv FS									
65201668	Restoration Materials	Open		09/10/2025	10/10/2025	09/22/2025			1,404.30
			Vendor 2741 - Conserv FS	Totals		Invoices	1		\$1,404.30
Vendor 5523 - Continua Interiors									
194660	Station 82 Admin Furniture	Open		09/12/2025	10/11/2025	09/15/2025			56,464.04
			Vendor 5523 - Continua Interiors	Totals		Invoices	1		\$56,464.04
Vendor 5303 - Convergent Technologies									
IN00387914	Fire Station 82 Addition Access Control Security	Open		09/17/2025	10/17/2025	09/15/2025			9,351.94
			Vendor 5303 - Convergent Technologies	Totals		Invoices	1		\$9,351.94
Vendor 2584 - Currie Motors Inc									
M4775	2025 Ford E-Transit Van T-554	Open		07/01/2025	10/01/2025	09/26/2025			55,843.00
			Vendor 2584 - Currie Motors Inc	Totals		Invoices	1		\$55,843.00
Vendor 3056 - Dekra-Lite Industries, Inc									
ARINV026195	Lorca Illuminated Arches and Gift Box	Open		09/05/2025	10/05/2025	09/22/2025			15,823.75
			Vendor 3056 - Dekra-Lite Industries, Inc	Totals		Invoices	1		\$15,823.75
Vendor 5625 - DH Pace Company, Inc									
SVC/264-854404	PW Cold Storage Garage Door Repair	Open		08/29/2025	09/28/2025	09/12/2025			1,764.80
			Vendor 5625 - DH Pace Company, Inc	Totals		Invoices	1		\$1,764.80
Vendor 2828 - Director Of Illinois State Police									
34806	Declaration of Forfeiture	Open		09/11/2025	10/06/2025	09/18/2025			2,894.00
34807	Declaration of Forfeiture	Open		09/11/2025	10/06/2025	09/18/2025			912.00
			Vendor 2828 - Director Of Illinois State Police	Totals		Invoices	2		\$3,806.00



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Vendor 3811 - Dive Right In Scuba Inc 265119	Dive Team Equipment	Open		09/18/2025	10/17/2025	09/22/2025			459.85
Vendor 3811 - Dive Right In Scuba Inc Totals						Invoices	1		\$459.85
Vendor 4781 - Document Imaging Services, LLC 3619	Toner	Open		09/11/2025	10/11/2025	09/29/2025			109.00
Vendor 4781 - Document Imaging Services, LLC Totals						Invoices	1		\$109.00
Vendor 5509 - Efraim Carlson & Son Inc 11	Fire Station 82 Addition and Renovations DPW-2453	Open		09/03/2025	10/03/2025	10/01/2025			380,779.62
Vendor 5509 - Efraim Carlson & Son Inc Totals						Invoices	1		\$380,779.62
Vendor 5398 - EMS Management & Consultants, Inc. EMS-018848	Ambulance Billing Charges - Aug	Open		08/31/2025	10/15/2025	09/15/2025			7,276.08
Vendor 5398 - EMS Management & Consultants, Inc. Totals						Invoices	1		\$7,276.08
Vendor 5612 - Michael Fell 2025-00000827	Lead Water Service Line Replacement Program Reimbursement	Open		09/15/2025	09/22/2025	09/22/2025			9,116.51
Vendor 5612 - Michael Fell Totals						Invoices	1		\$9,116.51
Vendor 3563 - FGM Architects 23-3804.02-19	Fire Stations 82 and 85 Renovations Phase 2 Services	Open		09/08/2025	10/07/2025	09/10/2025			2,476.60
Vendor 3563 - FGM Architects Totals						Invoices	1		\$2,476.60
Vendor 5331 - Finuccio & Sons 092325Refund3	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			154.00
Vendor 5331 - Finuccio & Sons Totals						Invoices	1		\$154.00
Vendor 2195 - FMP 50-6288230	Parts - Stock	Open		09/05/2025	10/05/2025	09/24/2025			562.00
60-487738	Parts - Stock	Open		09/05/2025	10/05/2025	09/24/2025			14.88
50-6293221	Parts - Stock	Open		09/08/2025	10/08/2025	09/24/2025			85.68
162-215877	Parts - Stock	Open		09/09/2025	10/09/2025	09/24/2025			204.96
50-6295152	Parts - Stock	Open		09/09/2025	10/09/2025	09/24/2025			48.48
50-6297645	Parts - STOCK	Open		09/10/2025	10/10/2025	09/30/2025			907.17
50-6308575	Parts - T-420	Open		09/16/2025	10/16/2025	09/30/2025			629.14
50-6308747	Parts - T-420	Open		09/16/2025	10/16/2025	09/30/2025			546.68
162-216588	Parts - T-420	Open		09/18/2025	10/18/2025	09/30/2025			8.06
50-6312735	Parts - T-420	Open		09/18/2025	10/18/2025	09/30/2025			72.12



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			Vendor	2195 - FMP Totals		Invoices	10		\$3,079.17
Vendor 1621 - Fox Valley Fire & Safety									
IN00801883	Annual Fire Alarm Inspection-595 N. Hicks Rd	Open		09/09/2025	10/09/2025	09/23/2025			1,328.00
			Vendor	1621 - Fox Valley Fire & Safety Totals		Invoices	1		\$1,328.00
Vendor 5073 - FulLife Safety LLC									
72411	Overshoes - M-999	Open		08/26/2025	10/02/2025	09/24/2025			462.00
72486	Electrical Glove Kit - M-999	Open		09/11/2025	10/11/2025	09/24/2025			166.00
72487	Parts - STOCK	Open		09/11/2025	10/11/2025	09/23/2025			186.45
			Vendor	5073 - FulLife Safety LLC Totals		Invoices	3		\$814.45
Vendor 1667 - Gilio Landscape Contractors									
10077	grass- 630-636 E Northwest Hwy-9/11	Open		09/11/2025	10/02/2025	09/15/2025			85.00
10078	grass- 630-636 E Northwest Hwy 9/11	Open		09/11/2025	10/02/2025	09/15/2025			85.00
10081	grass- 410 N Northwest Hwy	Open		09/17/2025	10/17/2025	09/15/2025			85.00
10084	grass- 1325 N Grove Dr	Open		09/17/2025	10/07/2025	09/15/2025			85.00
10087	grass- 651 S Benton 9/17	Open		09/18/2025	10/08/2025	09/15/2025			85.00
			Vendor	1667 - Gilio Landscape Contractors Totals		Invoices	5		\$425.00
Vendor 2281 - Grainger									
9636177074	Village Hall Lights	Open		09/10/2025	10/10/2025	09/16/2025			52.25
			Vendor	2281 - Grainger Totals		Invoices	1		\$52.25
Vendor 1173 - Graybar Electric Company, Inc.									
9350154887	LED-8024M345-G7-FW	Open		09/09/2025	10/09/2025	09/16/2025			977.82
9350147382	Underground Boxes and Covers-Towne Square	Open		09/08/2025	10/08/2025	09/22/2025			660.33
			Vendor	1173 - Graybar Electric Company, Inc. Totals		Invoices	2		\$1,638.15
Vendor 1916 - Harvard Maintenance Inc									
1774229	Village Hall Janitorial Service-September 2025	Open		09/01/2025	10/01/2025	09/23/2025			3,708.02
1774303	Train Station Janitorial Service-September 2025	Open		09/01/2025	10/01/2025	09/23/2025			8,523.95
			Vendor	1916 - Harvard Maintenance Inc Totals		Invoices	2		\$12,231.97
Vendor 5338 - Carl Phil Hemmeler									
2025-00000843	Reimbursement for Fuel - USPIS Cases	Open		09/24/2025	10/06/2025	09/24/2025			314.50
			Vendor	5338 - Carl Phil Hemmeler Totals		Invoices	1		\$314.50
Vendor 1827 - ICC									



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Q15.000034999	sidwell membership	Open		07/25/2025	09/17/2025	09/15/2025			310.00
			Vendor 1827 - ICC Totals			Invoices	1		\$310.00
Vendor 5293 - Illinois Department of Healthcare and Family Svcs									
2025FY25Q4-199	GMET Payment Quarter 4	Open		08/29/2025	09/28/2025	09/12/2025			328,127.97
			Vendor 5293 - Illinois Department of Healthcare and Family Svcs Totals			Invoices	1		\$328,127.97
Vendor 2822 - Illinois Secretary Of State									
PWVM T-562	New Vehicle Title & Plates - T-562	Open		09/05/2025	10/05/2025	09/24/2025			173.00
			Vendor 2822 - Illinois Secretary Of State Totals			Invoices	1		\$173.00
Vendor 1604 - Illinois State Police									
20250703601	Fingerprinting for Employment (3601-July)	Open		08/01/2025	09/15/2025	09/24/2025			135.00
20250804348	Background Checks- August	Open		09/17/2025	10/16/2025	09/15/2025			81.00
			Vendor 1604 - Illinois State Police Totals			Invoices	2		\$216.00
Vendor 4750 - Interspiro Inc									
511313	Divator DP1 Surface Supply Hose & Equip	Open		09/10/2025	10/09/2025	09/10/2025			3,946.00
511314	Water Rescue Team Equipment	Open		09/10/2025	10/09/2025	09/10/2025			696.15
			Vendor 4750 - Interspiro Inc Totals			Invoices	2		\$4,642.15
Vendor 2992 - James Messineo									
JM SEPT 2025	Administrative Adjudication	Open		09/30/2025	09/30/2025	09/30/2025			1,275.00
			Vendor 2992 - James Messineo Totals			Invoices	1		\$1,275.00
Vendor 2695 - JG Uniforms Inc									
151415	Misc Uniform/Equipment Items/Vest Carriers (Voronchak)	Open		09/02/2025	10/02/2025	09/24/2025			57.50
151650	Misc Uniform/Equipment Items/Vest Carriers (Badge)	Open		09/06/2025	10/06/2025	09/24/2025			130.00
151820	Misc Uniform/Equipment Items/Vest Carriers (K9 Patches)	Open		09/11/2025	10/11/2025	09/24/2025			80.00
151986	Misc Uniform/Equipment Items/Vest Carriers (Suarez)	Open		09/17/2025	10/17/2025	09/24/2025			390.00
			Vendor 2695 - JG Uniforms Inc Totals			Invoices	4		\$657.50
Vendor 3869 - John Nelson Architect Inc									
JN 09/29/25	plan review/consultation 9/10-9/26	Open		09/29/2025	09/29/2025	09/15/2025			350.00



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Vendor 3869 - John Nelson Architect Inc Totals						Invoices	1		\$350.00
Vendor 2452 - John Neri Construction Co #2 Payout	2025 Water Main Replacement Contract 1 DPW-2521	Open		08/28/2025	09/27/2025	09/22/2025			316,638.16
Vendor 2452 - John Neri Construction Co Totals						Invoices	1		\$316,638.16
Vendor 3631 - Johnson Controls Security Solutions LLC									
41709857	Alarm Monitoring	Open		09/13/2025	10/01/2025	09/30/2025			245.10
41709859	Alarm Monitoring 148 W. Illinois Ave - 10/1/25- 12/31/25	Open		09/13/2025	10/13/2025	09/23/2025			230.35
Vendor 3631 - Johnson Controls Security Solutions LLC Totals						Invoices	2		\$475.45
Vendor 3357 - KONE Inc									
1158995230	Annual Elevator Testing QEI Fees-595 N. Hicks Road	Open		08/31/2025	09/30/2025	09/23/2025			1,861.20
1158988299	Parking Deck Elevator Emergency Phones	Open		08/20/2025	10/01/2025	09/30/2025			3,577.11
Vendor 3357 - KONE Inc Totals						Invoices	2		\$5,438.31
Vendor 4999 - Kristin La Russo									
09172025	Municipal Clerk Meeting - MCANNWS	Open		09/17/2025	10/17/2025	09/18/2025			70.00
Vendor 4999 - Kristin La Russo Totals						Invoices	1		\$70.00
Vendor 5137 - Lakeshore Recycling Systems, LLC									
V937633	Waste Disposal	Open		09/15/2025	10/15/2025	09/22/2025			250.16
Vendor 5137 - Lakeshore Recycling Systems, LLC Totals						Invoices	1		\$250.16
Vendor 4345 - Liftoff Llc									
8197Add27	Office 365 License Addition	Open		07/10/2025	10/01/2025	09/23/2025			46.00
8339Ren2025	Office 365 Licenses/Renewal	Open		09/21/2025	10/20/2025	09/23/2025			51,343.20
Vendor 4345 - Liftoff Llc Totals						Invoices	2		\$51,389.20
Vendor 5128 - M.J. Taylor Law, LLC									
MJT SEPT 2025	Village Prosecution Legal Services	Open		09/30/2025	09/30/2025	09/30/2025			3,450.00
Vendor 5128 - M.J. Taylor Law, LLC Totals						Invoices	1		\$3,450.00
Vendor 4957 - MacQueen Equipment, LLC									
P35180	Parts - STOCK	Open		08/22/2025	09/21/2025	09/22/2025			99.42
P35524	Parts - T-504	Open		09/10/2025	10/10/2025	09/22/2025			61.24
Vendor 4957 - MacQueen Equipment, LLC Totals						Invoices	2		\$160.66
Vendor 5066 - Marco Technologies LLC									



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564433134	Copier Maintenance Agreement	Open		09/15/2025	10/09/2025	09/29/2025			1,271.91
Vendor 5066 - Marco Technologies LLC Totals									Invoices 1 1,271.91
Vendor 4780 - Marsh USA, Inc									
399961045175	Duer Bond Credit	Open		09/17/2025	09/17/2025	09/17/2025			(100.00)
399961902073	Pasqualucci Bond	Open		09/17/2025	09/17/2025	09/17/2025			175.00
399963300540	Mayoral Commercial Bond	Open		09/23/2025	09/23/2025	09/23/2025			325.00
Vendor 4780 - Marsh USA, Inc Totals									Invoices 3 400.00
Vendor 1709 - Master Hitch									
110182	Parts - PT-166	Open		09/11/2025	10/10/2025	09/22/2025			5.96
Vendor 1709 - Master Hitch Totals									Invoices 1 5.96
Vendor 4065 - Master Truck & Trailer Llc									
S114011	Parts - T-559	Open		08/27/2025	09/26/2025	09/22/2025			298.95
S115091	Parts - T-560	Open		08/27/2025	09/26/2025	09/22/2025			298.95
S115668	Parts - T-561	Open		08/27/2025	09/26/2025	09/22/2025			298.95
Vendor 4065 - Master Truck & Trailer Llc Totals									Invoices 3 896.85
Vendor 2756 - Mc Master Carr Supply Co.									
52081950	Parts - STOCK	Open		09/15/2025	10/15/2025	09/23/2025			50.45
Vendor 2756 - Mc Master Carr Supply Co. Totals									Invoices 1 50.45
Vendor 5584 - MES Service Company LLC									
IN2324256	TIC Repair	Open		08/22/2025	09/21/2025	09/04/2025			275.00
IN2343608	Fire Investigator Mask Filters	Open		09/22/2025	10/21/2025	09/30/2025			766.43
Vendor 5584 - MES Service Company LLC Totals									Invoices 2 1,041.43
Vendor 3966 - Mexico Uno Inc									
092325Refund5	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			238.00
Vendor 3966 - Mexico Uno Inc Totals									Invoices 1 238.00
Vendor 1118 - Mid American Water Of Wauconda Inc									
285748W	B-Box Parts	Open		09/11/2025	10/11/2025	09/22/2025			1,492.00
Vendor 1118 - Mid American Water Of Wauconda Inc Totals									Invoices 1 1,492.00
Vendor 1298 - Mike's Bike Shop, Inc.									
2025-00000829	Lights for Crossing Guards	Open		09/23/2025	10/06/2025	09/24/2025			272.00
Vendor 1298 - Mike's Bike Shop, Inc. Totals									Invoices 1 272.00
Vendor 2421 - Mikes Towing/Auto & Truck Repair									
1075005	Safety Lane-T-410,E-479,T-468,E-618,T-395,T-451,T-419,T-459	Open		09/05/2025	10/05/2025	09/22/2025			338.00



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Vendor 2421 - Mikes Towing/Auto & Truck Repair Totals				Invoices			1		\$338.00
Vendor 5430 - Modaxo Traffic Management									
INV0020043	Red Light Camera Vendor Fees (August)	Open		09/17/2025	10/17/2025	09/24/2025			3,570.96
Vendor 5430 - Modaxo Traffic Management Totals				Invoices			1		\$3,570.96
Vendor 1405 - MPC Communications & Lighting Inc									
25-1230	Ambulance Mount	Open		09/16/2025	10/15/2025	09/17/2025			515.00
Vendor 1405 - MPC Communications & Lighting Inc Totals				Invoices			1		\$515.00
Vendor 5599 - Napa Auto Parts									
482215	Credit Memo	Open		08/13/2025	10/08/2025	09/11/2025			(77.16)
482543	Parts - T-533	Open		08/18/2025	10/02/2025	09/11/2025			57.23
483020	Credit Memo	Open		08/21/2025	10/08/2025	09/11/2025			(63.00)
483427	Parts - PT-411	Open		08/26/2025	10/02/2025	09/29/2025			73.81
483603	Credit Memo	Open		08/27/2025	10/08/2025	09/11/2025			(126.00)
484002	Parts - Stock	Open		09/02/2025	10/08/2025	09/11/2025			105.48
484070	Parts - T-504	Open		09/03/2025	10/03/2025	09/11/2025			9.38
484515	Parts - PT-166	Open		09/08/2025	10/08/2025	09/11/2025			77.89
484621	Parts - Stock	Open		09/09/2025	10/05/2025	09/11/2025			41.36
484648	Parts - T-425	Open		09/09/2025	10/08/2025	09/11/2025			137.20
484832	Parts - PT-219	Open		09/11/2025	10/11/2025	09/11/2025			54.50
484880	Parts - PT-219	Open		09/11/2025	10/11/2025	09/11/2025			57.77
485013	Parts - PT-166	Open		09/12/2025	10/12/2025	09/11/2025			2.04
485138	Parts - E-222	Open		09/15/2025	10/15/2025	09/11/2025			11.44
485158	Parts - Stock	Open		09/15/2025	10/08/2025	09/11/2025			91.62
485236	Credit Memo	Open		09/15/2025	10/08/2025	09/11/2025			(112.27)
485278	Parts -PT-418	Open		09/16/2025	10/16/2025	09/29/2025			21.70
485360	Parts - PT-249	Open		09/17/2025	10/17/2025	09/29/2025			8.83
485361	Parts - Stock	Open		09/17/2025	10/17/2025	09/29/2025			55.32
485657	Parts -E-610/612	Open		09/19/2025	10/19/2025	09/29/2025			93.48
485658	Parts - Stock	Open		09/19/2025	10/19/2025	09/29/2025			467.46
Vendor 5599 - Napa Auto Parts Totals				Invoices			21		\$988.08
Vendor 5568 - Napleton's Arlington Hts Chrysler Dodge Jeep Ram									
325384	Repairs - T-498	Open		09/11/2025	10/11/2025	09/26/2025			1,377.61
Vendor 5568 - Napleton's Arlington Hts Chrysler Dodge Jeep Ram Totals				Invoices			1		\$1,377.61
Vendor 5030 - Nelson Fire Protection									
35163	Annual Sprinkler Inspection- 595 N. Hicks Rd	Open		09/17/2025	10/17/2025	09/23/2025			940.00
Vendor 5030 - Nelson Fire Protection Totals				Invoices			1		\$940.00
Vendor 1541 - NIPSTA									



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95742160	Fire Academy-Mertes	Open		09/01/2025	09/30/2025	09/30/2025			5,495.00
			Vendor 1541 - NIPSTA Totals			Invoices	1		\$5,495.00
Vendor 1414 - Northwest Central 911 System									
1751	Station 82 Communication Equip Relocation	Open		08/28/2025	09/27/2025	09/10/2025			327.39
			Vendor 1414 - Northwest Central 911 System Totals			Invoices	1		\$327.39
Vendor 2224 - Northwest Community Hospital									
PAL082525	In-Station CE Fees Q1	Open		08/25/2025	09/24/2025	09/04/2025			2,925.00
			Vendor 2224 - Northwest Community Hospital Totals			Invoices	1		\$2,925.00
Vendor 3002 - Northwest Community Hospital-OEHS									
37826	2025 NCH-O&EH - PD 1 new hire (OV) Physical Exam	Open		09/11/2025	09/15/2025	09/15/2025			505.00
37621	Annual Exams- August	Open		09/01/2025	09/30/2025	09/10/2025			2,432.00
37731	Physicals/DOT Screening	Open		09/01/2025	10/01/2025	09/15/2025			36.00
			Vendor 3002 - Northwest Community Hospital-OEHS Totals			Invoices	3		\$2,973.00
Vendor 1567 - Nugent Consulting Group LLC									
1493	2025 Nugent Consulting LLC (Q4-2025 Oct-Dec) 4 of 4 installments	Open		09/19/2025	09/22/2025	09/22/2025			5,382.00
			Vendor 1567 - Nugent Consulting Group LLC Totals			Invoices	1		\$5,382.00
Vendor 5203 - ODP Business Solutions, LLC									
37230463	Drinking Water Notice Mailing	Open		08/31/2025	09/30/2025	09/16/2025			393.51
			Vendor 5203 - ODP Business Solutions, LLC Totals			Invoices	1		\$393.51
Vendor 1214 - On Time Embroidery Inc.									
143348	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			132.00
145027	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			141.00
145197	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			177.00
145198	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			22.00
145206	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			205.00
145292	Clothing	Open		09/18/2025	10/17/2025	09/30/2025			262.00
			Vendor 1214 - On Time Embroidery Inc. Totals			Invoices	6		\$939.00
Vendor 3147 - Reid T Ottesen									
InsurReimbur0925	Insurance Reimbursement Reid 09-2025	Open		09/16/2025	09/16/2025	09/16/2025			779.00
ICMA2025	TT&E - 2025 ICMA RTO	Open		09/12/2025	10/08/2025	09/12/2025			360.00
			Vendor 3147 - Reid T Ottesen Totals			Invoices	2		\$1,139.00
Vendor 2572 - Paddock Publications, Inc									



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
350841	Ad# - 2348940,2348941,349127,2 349128	Open		09/15/2025	09/30/2025	09/23/2025	09/22/2025		310.50
Vendor 2572 - Paddock Publications, Inc Totals									
							Invoices	1	\$310.50
Vendor 1583 - Palatine Park District									
25-1074	Coffee Machine Rental	Open		09/15/2025	10/15/2025	09/16/2025			24.99
Vendor 1583 - Palatine Park District Totals									
							Invoices	1	\$24.99
Vendor 4834 - Palumbo Management LLC									
S-INV032131	Hauling of Smith Street Staging Pile	Open		09/08/2025	10/08/2025	09/08/2025			870.00
Vendor 4834 - Palumbo Management LLC Totals									
							Invoices	1	\$870.00
Vendor 1784 - Parent Petroleum									
1769934	Lubricants & Additives - STOCK	Open		09/03/2025	10/03/2025	09/22/2025			3,539.56
Vendor 1784 - Parent Petroleum Totals									
							Invoices	1	\$3,539.56
Vendor 5581 - Parts Authority LLC									
431-957798A	Parts - T-482	Open		08/02/2025	09/01/2025	09/23/2025			149.09
431-970217A	Parts - T-489	Open		08/02/2025	09/01/2025	09/23/2025			149.09
457-866703	Parts - STOCK	Open		09/05/2025	10/05/2025	09/22/2025			14.66
450-232292	Parts - STOCK	Open		09/09/2025	10/09/2025	09/22/2025			52.10
466-092484	Parts - STOCK	Open		09/09/2025	10/09/2025	09/22/2025			52.10
Vendor 5581 - Parts Authority LLC Totals									
							Invoices	5	\$417.04
Vendor 4703 - Peralte-Clark Llc									
16	Smith and Colfax Drainage Improvements Feasibility Study	Open		09/09/2025	10/09/2025	09/22/2025			1,620.12
Vendor 4703 - Peralte-Clark Llc Totals									
							Invoices	1	\$1,620.12
Vendor 1276 - Pirtek O'Hare									
BO-T00024705	Cylinder Repair - E-111	Open		09/04/2025	10/04/2025	09/22/2025			800.00
Vendor 1276 - Pirtek O'Hare Totals									
							Invoices	1	\$800.00
Vendor 2167 - Pomp's Tire Service, Inc.									
280176525	Parts - STOCK	Open		09/15/2025	10/15/2025	09/22/2025			1,224.04
Vendor 2167 - Pomp's Tire Service, Inc. Totals									
							Invoices	1	\$1,224.04
Vendor 2953 - Quadient, Inc									
40259570	Village Wide Postage Machine - Parts	Open		09/06/2025	10/06/2025	09/15/2025			37.00
17820071	Village Wide Postage Machine - Supplies	Open		09/08/2025	10/06/2025	09/15/2025			621.00



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	2953 - Quadient, Inc Totals		Invoices		2	\$658.00
Vendor 5120 - Rep's Place Llc									
092325Refund6	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			213.00
			Vendor	5120 - Rep's Place Llc Totals		Invoices		1	\$213.00
Vendor 4019 - Rush Truck Centers									
3043024116	Parts - Stock	Open		08/27/2025	10/02/2025	09/29/2025			621.33
3043039610	Parts - STOCK	Open		09/10/2025	10/10/2025	09/22/2025			304.93
3043190967	Parts - STOCK	Open		09/12/2025	10/12/2025	09/22/2025			184.80
			Vendor	4019 - Rush Truck Centers Totals		Invoices		3	\$1,111.06
Vendor 5116 - Salsa Street Inc									
092325Refund7	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			313.00
			Vendor	5116 - Salsa Street Inc Totals		Invoices		1	\$313.00
Vendor 2673 - Schain Banks Kenny & Schwartz									
SCHAIN AUG 2025	Schain Legal Services	Open		09/08/2025	09/25/2025	09/18/2025			23,095.50
			Vendor	2673 - Schain Banks Kenny & Schwartz Totals		Invoices		1	\$23,095.50
Vendor 1609 - Sherwin-Williams									
5955-4	Road Striping Paint	Open		09/10/2025	10/10/2025	09/22/2025			475.00
6153-5	Road Striping Paint	Open		09/15/2025	10/15/2025	09/22/2025			190.00
			Vendor	1609 - Sherwin-Williams Totals		Invoices		2	\$665.00
Vendor 5233 - Hadley Skeffington-Vos									
ICMA2025	TT&E - 2025 ICMA HSV	Open		09/12/2025	10/08/2025	09/12/2025			360.00
			Vendor	5233 - Hadley Skeffington-Vos Totals		Invoices		1	\$360.00
Vendor 4262 - SnoDepot									
INV010816	Freightliner Trans Lines (Stainless)	Open		09/11/2025	10/11/2025	09/22/2025			3,594.00
			Vendor	4262 - SnoDepot Totals		Invoices		1	\$3,594.00
Vendor 1422 - Spunky Dunkers									
2025-00000844	Prisoner Meals (08/14/25 - 09/22/25)	Open		09/22/2025	10/06/2025	09/24/2025			124.80
			Vendor	1422 - Spunky Dunkers Totals		Invoices		1	\$124.80
Vendor 5082 - State Graphics									
111359	business cards- Mary	Open		09/18/2025	10/18/2025	09/15/2025			56.13
			Vendor	5082 - State Graphics Totals		Invoices		1	\$56.13
Vendor 5674 - State of Illinois Organized Retail Crime Fund									



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2025-00000826	Return of FY25 Organized Retail Crime Unexpended Grant Funds	Open		07/21/2025	10/06/2025	09/22/2025			2,850.00
Vendor 5674 - State of Illinois Organized Retail Crime Fund Totals							Invoices	1	\$2,850.00
Vendor 5671 - Strypes Plus More, Inc									
18527	Vehicle Framed Placards	Open		08/29/2025	09/28/2025	09/15/2025			631.50
Vendor 5671 - Strypes Plus More, Inc Totals							Invoices	1	\$631.50
Vendor 1848 - Suburban Trim & Glass									
I143722	Parking Deck 5th Floor Glass Repair	Open		09/08/2025	10/08/2025	09/23/2025			489.70
Vendor 1848 - Suburban Trim & Glass Totals							Invoices	1	\$489.70
Vendor 4966 - T-Mobile									
983355792-0925	Cellular Cameras	Open		09/01/2025	10/02/2025	09/11/2025			77.00
Vendor 4966 - T-Mobile Totals							Invoices	1	\$77.00
Vendor 2491 - Terminix-Anderson									
83538324	wasp-244 N Benton	Open		09/10/2025	10/10/2025	09/15/2025			145.00
83538331	wasp-1612 W North St	Open		09/10/2025	10/10/2025	09/15/2025			145.00
Vendor 2491 - Terminix-Anderson Totals							Invoices	2	\$290.00
Vendor 2545 - Terrace Supply Co									
0071085284	Oxygen	Open		09/15/2025	10/14/2025	09/17/2025			209.66
Vendor 2545 - Terrace Supply Co Totals							Invoices	1	\$209.66
Vendor 5371 - The Coats Company, LLC									
268589	Repairs - E-126	Open		09/01/2025	10/01/2025	09/24/2025			377.14
Vendor 5371 - The Coats Company, LLC Totals							Invoices	1	\$377.14
Vendor 1844 - Third Millennium Associates Inc									
33425	UB Bill Processing - September 2025	Open		09/19/2025	10/19/2025	09/30/2025			2,906.02
Vendor 1844 - Third Millennium Associates Inc Totals							Invoices	1	\$2,906.02
Vendor 3190 - Thomas Dodge Chrysler-Jeep									
F47101	(1) 2025 Dodge Durango Pursuit T-558	Open		07/18/2025	10/01/2025	09/26/2025			40,007.00
Vendor 3190 - Thomas Dodge Chrysler-Jeep Totals							Invoices	1	\$40,007.00
Vendor 1199 - Thompson Elevator Inspection Service Inc									
25-1969	permit inspection ticket for 1555 N. Rand Rd.	Open		09/08/2025	10/08/2025	08/26/2025			75.00
25-1978	8 elev code inp, 12 reinspect	Open		09/09/2025	10/09/2025	09/15/2025			760.00
25-042	Permit Insp 700 N North Ct	Open		09/17/2025	10/17/2025	09/15/2025			75.00



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1199 - Thompson Elevator Inspection Service Inc Totals				Invoices			3		\$910.00
Vendor 5679 - Thrive Pet Healthcare Specialists									
529233	Emergency Medical Care for Stray Dogs	Open		09/18/2025	10/06/2025	09/24/2025			7,805.79
529287	Emergency Medical Care for Stray Dogs	Open		09/18/2025	10/06/2025	09/24/2025			779.58
Vendor 5679 - Thrive Pet Healthcare Specialists Totals				Invoices			2		\$8,585.37
Vendor 4058 - TransUnion Risk and Alternative Data Solutions Inc									
71751-202507-1	Online Investigative Search Engine (07/01/25 - 07/31/25)	Open		08/01/2025	09/15/2025	09/24/2025			261.40
71751-202508-1	Online Investigative Search Engine (08/01/25 - 08/31/25)	Open		09/01/2025	10/15/2025	09/24/2025			189.80
Vendor 4058 - TransUnion Risk and Alternative Data Solutions Inc Totals				Invoices			2		\$451.20
Vendor 4364 - Tre Amici Pizza Llc									
092325Refund8	Refund - Street Fest 2025	Open		09/23/2025	10/21/2025	09/23/2025			187.00
Vendor 4364 - Tre Amici Pizza Llc Totals				Invoices			1		\$187.00
Vendor 5677 - Troch-McNeill Paving Co									
HRDRPW09262025	Hydrant Meter Deposit Refund	Open		09/26/2025	10/10/2025	09/30/2025			703.93
Vendor 5677 - Troch-McNeill Paving Co Totals				Invoices			1		\$703.93
Vendor 3187 - ULINE									
197477573	Station 85 Chairs	Open		09/04/2025	10/03/2025	09/15/2025			1,045.50
Vendor 3187 - ULINE Totals				Invoices			1		\$1,045.50
Vendor 2501 - United Parcel Service									
00004E3E18375	Shipping Charges	Open		09/13/2025	10/13/2025	09/16/2025			30.60
00004E3E18385	Shipping Charges	Open		09/20/2025	10/20/2025	09/26/2025			25.78
Vendor 2501 - United Parcel Service Totals				Invoices			2		\$56.38
Vendor 4342 - US Fire & Safety Equipment Co									
527736	Annual Maintenance of All Fire Extinguishers	Open		09/12/2025	10/12/2025	09/12/2025			638.44
Vendor 4342 - US Fire & Safety Equipment Co Totals				Invoices			1		\$638.44
Vendor 5181 - US Standard Sign Co									
40425	Sign Materials	Open		09/10/2025	10/10/2025	09/22/2025			7,790.40
Vendor 5181 - US Standard Sign Co Totals				Invoices			1		\$7,790.40
Vendor 5528 - V3 Construction Group, Ltd									



Warrant #19

Invoice Due Date Range 09/01/25 - 10/21/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2	Salt Creek Streambank Stabilization DPW-2471	Open		08/07/2025	10/01/2025	09/29/2025			245,996.09
Vendor 5528 - V3 Construction Group, Ltd Totals									\$245,996.09
Vendor 3709 - Verizon Wireless									
6123413676	Cellular Usage	Open		09/12/2025	10/04/2025	09/23/2025			5,668.91
Vendor 3709 - Verizon Wireless Totals									\$5,668.91
Vendor 3263 - Walker Parking Consultants									
310098450014	Engineering Services During Construction at Parking Deck	Open		08/28/2025	09/27/2025	09/22/2025			3,960.00
Vendor 3263 - Walker Parking Consultants Totals									\$3,960.00
Vendor 3209 - Warehouse Direct									
5988481-0	Roll Paper Towel, Bleach, TP, Disinfectant Bathroom Cleaner	Open		08/28/2025	09/27/2025	09/16/2025			952.81
6001248-0	Roll Towel, Toilet Tissue, Multi-Fold Towel	Open		09/19/2025	10/19/2025	09/16/2025			1,248.85
Vendor 3209 - Warehouse Direct Totals									\$2,201.66
Vendor 2752 - West Side Tractor Sales									
W35155	Parts - E-222	Open		09/04/2025	10/04/2025	09/22/2025			514.83
W35156	Parts - STOCK	Open		09/04/2025	10/04/2025	09/22/2025			182.40
W35518	Parts - E-222	Open		09/16/2025	10/16/2025	09/22/2025			118.22
Vendor 2752 - West Side Tractor Sales Totals									\$815.45
Vendor 3901 - Wold Architects and Engineers Inc									
7695	Combined Services Facility Masonry Screen Wall Repair	Open		08/31/2025	09/30/2025	09/15/2025			2,369.15
Vendor 3901 - Wold Architects and Engineers Inc Totals									\$2,369.15
Vendor Bohdan Stakhura									
2025-00000837	Refund - Zoning Sign Deposit	Open		09/26/2025	09/26/2025	09/26/2025			250.00
Vendor Bohdan Stakhura Totals									\$250.00
Grand Totals									\$2,189,119.23

Village of Palatine
Payment Batch Register
 Bank Account: AP - Accounts Payable ZBA
 Batch Date: 09/12/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - Accounts Payable ZBA					
Check	09/12/2025	268417 Utility Management Refund	AKSHAYEV , BEKNIYAZ		73.48
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	105938102-003	09/08/2025	Refund
Check	09/12/2025	268418 Utility Management Refund	AMELIO , RALPH		91.91
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	104606601-001	09/08/2025	Refund
Check	09/12/2025	268419 Utility Management Refund	CARDAMONE , BRIAN		96.35
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	100535709-002	09/08/2025	Refund
Check	09/12/2025	268420 Utility Management Refund	COLEMAN , TERRENCE		28.83
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	305508104-014	09/08/2025	Refund
Check	09/12/2025	268421 Utility Management Refund	DRAGOVITS , MATT		194.08
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	309520003-003	09/08/2025	Refund
Check	09/12/2025	268422 Utility Management Refund	GONZALEZ GOMEZ , DIANA PRISCILLA		223.93
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	104442006-005	09/08/2025	Refund
Check	09/12/2025	268423 Utility Management Refund	JOSEPH , RICH		133.91
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	100615001-008	09/08/2025	Refund
Check	09/12/2025	268424 Utility Management Refund	KERKBASHIAN , GIL		24.94
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential - Single Family	419054001-002	09/08/2025	Refund
Check	09/12/2025	268425 Utility Management Refund	KRAVTSOV , VALERIAN		7.66
		Account Type	Account Number	Transaction Date	Transaction Type
Check	09/12/2025	268426 Utility Management Refund	RACHA , RAKESH		52.15

User: Diana Banczak

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Village of Palatine
Payment Batch Register
 Bank Account: AP - Accounts Payable ZBA
 Batch Date: 09/12/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Account Type Residential - Single Family Account Number 310223002-004 Transaction Date 09/08/2025 Transaction Type Refund					
Check	09/12/2025	268427 Utility Management Refund	WINSLOW , JOHN		58.19
Account Type Residential - Single Family Account Number 104932501-002 Transaction Date 09/08/2025 Transaction Type Refund					
Check	09/12/2025	268428 Utility Management Refund	ZIELINSKY , KYLE		155.79
Account Type Residential - Single Family Account Number 104932501-002 Transaction Date 09/08/2025 Transaction Type Refund					
AP Accounts Payable ZBA Totals:			Transactions: 12		\$1,141.22
Checks:		12	\$1,141.22		

Village of Palatine

Payment Batch Register

Bank Account: AP - Accounts Payable ZBA

Batch Date: 09/19/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - Accounts Payable ZBA						
Check	09/19/2025	268429	Utility Management Refund	POMERLEAU , MARK		33.97
		Account Type	Account Number	Transaction Date	Transaction Type	
AP Accounts Payable ZBA Totals:				Transactions: 1		\$33.97
	Checks:	1	\$33.97			

Batch Date: 09/30/2025

**Consider an Ordinance Granting a Lot Coverage Variation to be 55%,
Instead of the Maximum Allowable 45%, for the Property at 255 N.
Bothwell Street**

BACKGROUND:

The Subject Property, zoned R-2 Single-Family District, contains approximately 8,712 square feet. The property is currently improved with a single-family home, detached garage, and other related improvements.

The Petitioners are seeking a variation to exceed the maximum lot coverage in the R-2 District. The existing lot coverage is approximately 53% and the Petitioner is proposing to construct a deck on the rear of the home. In conjunction with the proposed new deck, the Petitioners also intend to remove certain impervious surfaces, including a set of concrete steps and an approximately 42-foot long sidewalk to the rear yard. Excepting the total coverage relief, the deck complies with all the other zoning and setback requirements of the code. The deck is approximately 240 square feet and would lead from the rear of the home onto a landing/stairs into the rear of the yard. Therefore, the Petitioner is requesting approval of the following:

Variation to permit the total lot coverage to be 55%, instead of the maximum allowable 45%.

KEY ISSUES:

- The Petitioners are proposing to improve their existing home, by adding a deck on the east side of the home, which transitions into the rear yard. As an existing circumstance, the property maintains a lot coverage of 53%, which is legally non-conforming.
- In addition to the proposed deck, the Petitioners would remove an existing 42-foot deep sidewalk into the rear yard and a section of concrete steps on the south side of the home.
- The platting of the lots in this area of the Village date from 1877 through 1903 and are among the earliest subdivisions in Palatine. As a result, the subject property and the vast majority of lots in these neighborhoods are substandard for the current lot widths and area.
- The Petitioners also noted that all the surrounding lots have similar improvements and are of similar size.
- The Village Engineer reviewed the proposed plans and does not have any concerns about the proposed improvements. Additionally, there are no issues of stormwater management problems or localized flooding instances or flooding complaints in this area.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on September 9, 2025.

Residents testifying: None.

Vote: The PZC voted unanimously to approve the Lot Coverage Variation and Staff concurs.

ACTION REQUIRED:

A motion to approve an Ordinance Granting a Variation for Lot Coverage.

ATTACHMENTS:

None

Consider an Ordinance Granting a Special Use for a Fence in the Front Yard at 1480 W. Poplar Street

BACKGROUND:

The Petitioner is seeking Special Use approval for a 5-foot tall open-style aluminum fence along the east side of the property. Therefore, the petitioner is requesting approval of the following:

Special Use to permit a fence in a front yard.

KEY ISSUES:

- The Subject Property, which consists of Lots 1 & 2 in the Clearwater Subdivision, is zoned Planned Development and includes a single-family residential home and adjacent vacant lot.
- The Petitioner is proposing a 5-foot tall open-style aluminum fence around the front and side yards of the property. The Clearwater Planned Development does not permit fences to be installed in the rear yards (west side of the property along the lake) of Lots 1 through 4. In May 2023, the Petitioner pursued zoning relief to allow for the installation of a 6-foot tall solid fence and gate at their driveway along the east side of their property. Staff recommended denial of the request, but clarified that Staff would support the request if the fence were an open/wrought iron-style fence.
- The PZC recommended approval (5-2), conditioned upon that the fence be changed to an open/wrought iron style. The Petitioner never moved forward to the Village Council. The Petitioner revised the plans and returned to the Planning and Zoning Commission in October 2024, where the fencing plan was recommended for approval with an 8-1 vote. At that time, the Petitioner was not prepared to move forward to the Village Council. The Petitioner has since re-applied and again proposes a 5-foot tall open-style fence and a gate across the private drive and within the subject property.
- The Petitioner's proposal to install a 5-foot-tall open-style metal fence along the front property line of the subject property requires the following: The proposed fence would abut the rear yards of the properties along N. Palos Avenue. The previous site plan fence contemplated the fence on the shared property line and ended north of the private drive, accessing the subject property. The current plans move the fence by approximately 2 feet toward the subject home and away from the Palos Avenue homes.
 - At the October 22, 2024, PZC meeting, there were various questions and concerns raised regarding fill in the floodplain and zoning compliance questions for the parking of certain vehicles at the property. After the October 2024 Public Hearing, Staff inspected the property and met with the Petitioner, onsite, on several occasions. In addition to reviewing the

various Code-related questions with the Petitioner, the Village Engineer reviewed the concerns raised and the initial engineering plans and determined there were not any violations of the engineering requirements for the Subdivision or impact to the floodplain.

- In response to questions raised at the initial PZC meeting, the Petitioner has revised the fencing site plan to move the fence approximately 2 feet west to further avoid any existing tree or utility conflicts. Additionally, the revised fence also includes a gate connecting the two sections of the fencing, within the boundaries of the private property and across the driveway.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on September 9, 2025.

Residents testifying: None.

Vote: The PZC voted unanimously to approve the Special Use for a fence in the front yard and Staff concurs.

ACTION REQUIRED:

A motion to approve an ordinance granting a special use for a fence in the front yard.

ATTACHMENTS:

None

Consider an Ordinance Granting a Live Entertainment Special Use Condition Review and a Special Use Amendment to Special Use Ordinance #O-91-23 to Permit Changes to the Live Entertainment Business Plan and Floor Plan at 1280 E. Dundee Road

BACKGROUND:

The Subject Property, zoned B-2 Shopping Center District, is occupied by Aragvi restaurant. In 2023, the Petitioners received Special Uses for a restaurant, with liquor service, and live entertainment. The Live Entertainment Special Use Ordinance approval included conditions (#2-3), which required the business be operational for at least 6 months prior to commencement of the live entertainment portion of the business operations. Additionally, the live entertainment special use required a staff operations' review and an additional Village Council review. The live entertainment component began after 6 months of operations and Staff (including Police Department site visits) did review the operations. Nevertheless, the Village Council live entertainment review was not completed, as required. The petitioner is aware of this violation. Therefore, in addition to the Village Council live entertainment review, the Petitioner is proposing a special use amendment to recognize a smaller customer dance area, which functions adjacent to and in conjunction with the live entertainment and stage area. Therefore, the Petitioner is requesting approval of the following:

Live Entertainment Special Use Condition Review and a Special Use Amendment to Ordinance #O-91-23 to permit changes to the live entertainment business plan and restaurant floor plan.

KEY ISSUES:

- Aragvi has operated since early 2024 as a Georgian-style full-service restaurant with a bar, in an approximately 10,000 square-foot tenant space (with an additional 10,000 square foot basement area). The basement area is used for both walk-in coolers and permitted storage.
- The current hours of operation are as follows and are not proposed to change: Tuesday - Thursday: 12 PM to 10 PM. Friday - Saturday: 12 PM to 2 AM; Sunday: 12 PM to 8 PM. The restaurant also includes a retail food store, banquet rooms, and a live entertainment stage (approximately 72 square feet).
- The approved live entertainment includes small bands or a DJ, who will perform in the designated stage area near the front entrance. These special events will only be held on Fridays - Sundays.
- The Petitioner did not begin its live entertainment before completing 6-months of the restaurant's operation. Staff and the Police Department completed the initial review of the restaurant and live entertainment operations. Nevertheless, the condition requirements indicated an additional review by the Village Council. Additionally, the restaurant also has a smaller area for customer dancing in

conjunction with the live entertainment. As this was not a component of the business plan, a Special Use Amendment is also a component of this review.

- As part of the initial live entertainment special use, the Petitioners also have an informal area for customers to dance with the live entertainment and stage. It is approximately 150 square feet and located directly adjacent to the stage area. As the dancing area was not included as a part of the Special Use review, the Special Use Amendment includes this component. Other than this area's occasional use for dancing, there are no other proposed changes. The required number of access points to the tenant space also remain unchanged. The Police Department reviewed the initial and revised live entertainment business and security plans, as well as inspecting the live entertainment at the restaurant. As part of this review, the Police Department is not requiring or proposing any additional conditions.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on August 26, 2025

Residents testifying: None.

Vote: The PZC voted unanimously to approve the Special Use Amendment and Staff concurs.

ACTION REQUIRED:

A motion to accept the Staff Review of the Live Entertainment Special Use and an ordinance granting a Special Use Amendment Special Use Ordinance #O-91-23 to permit changes to the Live Entertainment Business Plan and Floor Plan.

ATTACHMENTS:

None

Consider a Motion to Authorize the Village Manager to Execute an Agreement with BLA Incorporated for the Slade Street Design Engineering Services

BACKGROUND:

In September 2023, the Village Council authorized execution of a contract with Design Workshop, Inc. to prepare conceptual designs for a variety of streetscape, public space, signage, and gateway improvements within downtown Palatine. These design concepts were concurred with by the Village Council in 2024 with the first project now under construction at 50 N. Brockway Street. Parking was added, a public use license was established on privately owned parking, and the improvement will be complete prior to winter. This parking enhancement to the northwest of Brockway at Slade, allows for the improvement of Slade Street to the east to proceed, which will convert some on-street parking spaces to an expanded pedestrian space with outdoor dining areas.

KEY ISSUES:

- Design civil engineering will be performed and coordinated by BLA with landscape architecture services through their sub-consultant Hitchcock Design Group.
- The planned improvements to be designed include pavement, utility, parking, and lighting improvements from Greeley Street to Plum Grove Road.
- The project will be designed under one coordinated effort with two construction contracts planned. The first to include underground work related to the water main and storm sewer improvements with the intent to have that constructed by Memorial Day weekend of 2026. The second contract would consist of the roadway and streetscape improvements with construction targeted for September through November of 2026.
- A general overview of parking in the vicinity will be completed. Angled parking on the south side of Slade Street east of Brockway will be removed and replaced with landscape planters and sidewalk.

BUDGET IMPACT:

Tax Increment Financing Funds have been appropriated in the 2025 Capital Improvement Program to accommodate the proposed work.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA Incorporated for design engineering services for the Slade Street Improvement in the amount of \$211,877.

ACTION REQUIRED:

A motion to authorize the Village Manager to execute the proposal from BLA Incorporated for design engineering services for the Slade Street Improvement in the amount of \$211,877.

ATTACHMENTS:

None

Consider an Ordinance Authorizing the Village Manager to Negotiate and Enter Into an Agreement for a TIF District Eligibility Study, Redevelopment Plan, and Designation Services for the Proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors

BACKGROUND:

The Village has created several TIF Districts throughout the community to help facilitate reinvestment and redevelopment. Portions of the Northwest Highway corridor (south/east of Palatine Road to the Village limits) have seen limited investment in recent years, with many of the properties having challenges such as access and lot depth/width. In addition, the potential redevelopment of the former Arlington Park Race Track property could also have corresponding impacts on the Village of Palatine's infrastructure. With all of these issues in mind, Staff is recommending the completion of a TIF District Eligibility Study and related analysis for the area.

KEY ISSUES:

- Recognizing the Northwest Highway corridor's importance, as well as its corresponding development challenges, there is a desire to help promote and facilitate reinvestment and redevelopment within this area.
- The Study Area comprises approximately 165 parcels and 180 acres.
- As outlined in the attached proposal from SB Friedman Development Advisors, the consultant services related to a Tax Increment Finance (TIF) Eligibility Study, Redevelopment Plan and Designation Services for the proposed 2025 East Northwest Highway Corridor TIF Study would be in an amount not to exceed \$49,290.

BUDGET IMPACT:

Not to exceed \$49,290.

RECOMMENDATION:

Staff recommends approval of an Ordinance authorizing the Village Manager to negotiate and enter into an agreement for a TIF eligibility study, redevelopment plan, and designation services for the proposed East Northwest Highway Corridor TIF Study Area with SB Friedman Development Advisors.

ACTION REQUIRED:

A motion to approve an ordinance authorizing the Village Manager to negotiate and enter into an agreement for a TIF eligibility study, redevelopment plan, and designation services for the proposed East Northwest Highway Corridor TIF Study Area with SB

Friedman Development Advisors.

ATTACHMENTS:

None

Consider a Motion Authorizing the Village Manager to Execute an Agreement for Managed IT Services with DeKind Computer Consultants

BACKGROUND:

An individual in the IT department is retiring, leaving a significant opening for the first time in many years. As recommended by the IT Strategic Plan, staff reviewed the IT staffing model to look at options for both the use of in-house employee(s) and outsourced services for the Village.

In February 2025, the Village issued a Request for Qualifications (RFQ) for IT Managed Services, specifically targeting the outsourcing of the Systems Administrator / Systems Engineer position. By March 2025, a total of 17 responses were received. A review committee—comprised of staff from Finance, Administration, and IT—was formed to evaluate the proposals.

Following an initial review, seven firms were selected for interviews based on qualifications. After the interviews, four companies were chosen to move forward in the selection process. For each of these, a detailed Statement of Work (SOW) was developed to assess their capabilities more thoroughly.

Upon completion of the SOWs, the committee narrowed the field to two finalists and entered into contract negotiations, including the development of Service Level Agreements (SLAs). Ultimately, DeKind Computer Consultants of North Barrington, IL was selected as the vendor providing the most comprehensive and cost-effective solution for the Village's IT Managed Services needs.

KEY ISSUES:

- In the proposed agreement, Dekind will provide an onsite person from 8:30 to 4:30 pm every weekday (173 hours monthly) to provide for system operations and maintenance. Additionally, all after-hours calls will be handled by DeKind personnel, allowing the Village to leverage the increased consultant staff availability to provide support. 32 hours of overtime are included each month for remote after-hour support. If the 32 hours are unused, the hours will pool for use on larger projects.
- The contract provides 35 hours of a virtual CIO for consultation, planning, and strategic discussions.
- The Agreement includes a Service Level Agreement with penalties, ensuring the Village can measure service provided and recover costs if the expectations are not met.
- The initial agreement is for one year with the option for two one-year renewals. If necessary, the Village can terminate the agreement for no-cause with a 120-day

notice and a prorated penalty.

- The cost of the first year of the contract is \$259,200. The Village will see an increase of approximately 25% production time due to the hours provided in the contract and DeKind covering all leave time with another employee.

BUDGET IMPACT:

\$259,200 is included in the Proposed CY2026 Budget

RECOMMENDATION:

Authorize the Village Manager to enter into an agreement with DeKind Computer Consultants.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute an agreement for Managed IT Services with DeKind Computer Consultants.

ATTACHMENTS:

None

Consider a Motion to Authorize the Village Manager to Purchase 2026 Light-Duty Fleet Consistent with the Capital Improvement Plan

BACKGROUND:

The proposed 2026 Capital Vehicle Replacement Budget includes \$438,340 for the replacement of Police vehicles. The purchases include seven patrol vehicles.

Order bank windows through purchasing cooperatives are opening and closing in less than one month, and the ability to even order units in the near term has been questionable. Pre-purchasing vehicles was authorized in 2022, 2023, and 2024 to reduce the risk of an inability to secure replacement vehicles crucial for Police operations.

Greater flexibility in purchasing methods is suggested to address factory capacity issues, short openings of order banks, and long lead times which could result in a threat to the public health, safety or welfare of the general public. It is recommended that the Village Manager be authorized to secure the replacement of the specific units referenced in the 2026 budget plan ahead of schedule. A corresponding reduction in the proposed 2026 budget would be made.

KEY ISSUES:

- The units planned for 2026, which would be accelerated for 2025, include seven police vehicles.
- Cooperative contracts previously bid will be spot-checked to confirm the best available price can be achieved. If a more favorable offer can be secured than a previously competitively priced cooperative contract, this will be accepted. Staff would be able to order into order banks when they become offered while also evaluating purchasing from dealers' lots.
- Five of the patrol units are replacing in-kind hybrid Ford Interceptors. A life-cycle evaluation confirmed the increased initial cost of hybrids could be recuperated during the life of the unit. This is primarily due to the ability to transfer prisoner partitions in the existing units. All future replacement and patrol units will be similarly evaluated prior to selecting recommended replacements.
- Two of the patrol units are proposed to replace the existing hybrid Ford Interceptors with Dodge Durangos, as the hybrid production quantities are being reduced, increasing lead times.
- The total cost after upfitting is \$63,000 for the hybrid Ford Interceptors and \$61,670 for the Dodge Durangos.

BUDGET IMPACT:

The \$438,340 would be from a budget adjustment advancing planned expenditures for

2026 into 2025. A corresponding reduction in the proposed 2026 budget would occur.

RECOMMENDATION:

Staff recommends that the Village Manager be authorized to purchase up to \$438,340 for accelerating the purchase of scheduled replacements for the Police fleet.

ACTION REQUIRED:

Motion to authorize the Village Manager to purchase up to \$438,340 for accelerating the purchase of scheduled replacements for the Police fleet.

ATTACHMENTS:

None

Consider a Motion Authorizing the Village Manager to Execute an Extension to the Service Agreement with Sikich CPA, LLC

BACKGROUND:

The Village's auditing services agreement with Sikich CPA, LLC ended with their completion of the Village's FY 2024 audit. Sikich has been instrumental in the Village's successful implementation of recent GASB Standards and in acquiring the GFOA's prestigious Certificate of Achievement in Financial Reporting during their current engagement. Staff requested Sikich CPA, LLC provide a proposal for an extension of the current agreement for professional auditing services.

KEY ISSUES:

- The proposed fee for FY 2025 increased 6.8% from FY 2024, which was the final year of the contract agreed upon in 2020.
- The two-year proposal cost is \$108,630 (average cost of \$54,315). This represents a 2.3% per year increase over the FY 24 cost. The optional two-year extension, if exercised, would include a 3.0% escalator each year.
- The three-year proposal cost is \$162,850 (average cost of \$54,283). This represents a 2.3% per year increase over the FY 24 cost. The optional three-year extension, if exercised, would include a 3.0% escalator each year.
- Sikich CPA, LLC is the incumbent provider of these services. It will be required that they rotate their audit fieldwork team as in prior agreements.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends accepting Sikich CPA, LLC's proposal for professional auditing services for the years 2025 - 2027 with the option for 2028 - 2030.

ACTION REQUIRED:

A motion to accept the Proposal for Professional Auditing Services.

ATTACHMENTS:

None