



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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

AGENDA

OCTOBER 14, 2019

Regular Meeting

7:00 PM

I. ROLL CALL

II. PLEDGE TO THE FLAG

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - October 7, 2019

IV. MAYOR'S REPORT

1. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE



VI. COMMITTEE OF THE WHOLE

A. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

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

B. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Consider an Ordinance Granting a Special Use for a Restaurant at 803-805 N. Quentin Road (Council District: One)
2. Consider an Ordinance Granting a Variation from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow the Installation of a Power Pole and Capacitor Bank in the Williams Drive Right-Of-Way (Council District: Four)

3. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider a Resolution Supporting and Consenting to the Renewal of the Class 7c Cook County Tax Classification for the Property Located at 2234 N. Rand Road (Council District: One)
2. As Submitted

D. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Motion to Accept a Perpetual Water Main Easement within the Little City Campus
2. Consider a Motion to Extend the Contract for 2019-2020 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks
3. Consider a Resolution to Approve an Intergovernmental Agreement Between the Village of Palatine and the Palatine Township Road District for Snow and Ice Control Services
4. As Submitted

E. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

F. BUSINESS FINANCE & BUDGET COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

VII. RECONVENE THE VILLAGE COUNCIL MEETING



VIII. CONSENT AGENDA

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

1. Consider a Request for Temporary Street Closures and Waiver of the Village's Sound Amplification Ordinance for the Sikh Religious Society's 'Birthday Anniversary Parade/Procession' on November 9, 2019 (Council District: One)
2. Consider an Ordinance Granting a Special Use for a Restaurant at 803-805 N. Quentin Road (Council District: One)
3. Consider an Ordinance Granting a Variation from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow the Installation of a Power Pole and Capacitor Bank in the Williams Drive Right-Of-Way (Council District: Four)
4. Consider a Resolution Supporting and Consenting to the Renewal of the Class 7c Cook County Tax Classification for the Property Located at 2234 N. Rand Road (Council District: One)
5. Consider a Motion to Accept a Perpetual Water Main Easement within the Little City Campus
6. Consider a Motion to Extend the Contract for 2019-2020 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks
7. Consider a Resolution to Approve an Intergovernmental Agreement Between the Village of Palatine and the Palatine Township Road District for Snow and Ice Control Services
8. Consider a Resolution Authorizing a Letter of Credit Reduction for the Grove Avenue Resubdivision (Council District: One)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII. ADJOURNMENT



VILLAGE OF PALATINE
 VILLAGE HALL - COUNCIL CHAMBERS
 200 E. WOOD STREET
 PALATINE, IL 60067-5339 – (847) 359-9050
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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

OCTOBER 7, 2019

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:00 PM

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

Also Present:

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

II. PLEDGE TO THE FLAG

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

III. APPROVAL OF MINUTES

- Village Council & Committee of the Whole - Regular Meeting - September 16, 2019 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

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

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Friday & Saturday October 11 & 12: 5:30PM-8PM
Harvest Hayride & Bonfire
Twin Lakes

Every Saturday 7AM–1 PM through October
Palatine Summer Farmers' Market
Palatine Train Station Parking Lot

Saturday October 12: 11AM-4PM
Fall Festival
Palatine Stables

Monday October 14: 9AM-4PM
School's Out Fun
Falcon Park Recreation Center

Monday October 14: 9AM-4PM
School's Out Trip - Stades Farm & Market
Through Salt Creek Rural Park District

Monday October 14: 10:30AM-11:30AM
Family Friendly Theatre, The Barnyard Mystery
Cutting Hall Performing Arts Center

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:02 PM

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

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

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

VI. COMMITTEE OF THE WHOLE

A. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:02 PM

GREG SOLBERG, CHAIRMAN

1. Consider an Ordinance Authorizing the Village to Enter Into Membership with the Intergovernmental Personnel Benefit Cooperative's Health Insurance Pool
- **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained that the Village of Palatine provides health insurance and other related insurance and wellness benefits for its full-time employees and statutory required retirees. The Village has maintained a self-insured status for over twenty years and regularly reviews the benefit levels and networks to determine if there are alternatives that would provide comparable value and coverage. Over the past several years, while we still have been able to perform within expected market standards, we have not been able to outperform expectations. This led to a comprehensive review of options for the upcoming plan year (2020). Medical trend for 2020 is predicted to be between a 6% to 7.5% increase. We sought a proposal from the Intergovernmental Personnel Benefit Cooperative (IPBC), a group of similarly situated municipalities. IPBC provided the Village with a proposal that would result in a 3% increase that would be in place for two years. This results in a first year savings of approximately \$150,000 and a second year savings of an additional \$385,000 (assuming a very modest 2% increase from Horton in Year 2). The proposed program will remain with Blue Cross/Blue Shield Network; members will be able to maintain same doctors, just receive a new insurance card. Risk will be shared instead of being solely on the Village. The Village's employee health insurance committee has endorsed the Village Manager's recommendation to switch to IPBC and achieve estimated savings of \$150,000 in the first year. Staff recommends approval of an ordinance authorizing membership in IPBC for an 18 month minimum commitment with a rate lock and a two-year rate lock on the premiums, with a 5 year target.

In response to Councilman Kozlowski, Ottesen stated dental will change networks, and third party membership is different, but the network is the same. This is a minimal change for employees which was a goal.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. As Submitted -

Nothing was submitted.

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

B. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:07 PM*BRAD HELMS, CHAIRMAN*

1. Consider a Motion Approving the Halloween Events, Including Waiver of the Sound Amplification Ordinance, on October 26-27, 2019 at Tap House Grill, 56 W. Wilson Street - **Approved by Voice Vote** (Council District: Six)

Deputy Village Manager Mike Jacobs presented Tap House Grill's proposal to host multiple Halloween related events in their parking lot on October 26 & 27, 2019. The proposed events in a tent (40' x 80') and small stage area in their parking lot, with barricades, include on Saturday, October 26 a Halloween Hustle Post Party (9 AM - Noon) with announcements of the race awards/winners and a DJ. Later that day a BBQ, Brews & Boo's Bash (4 PM - 7 PM & 8 PM - Midnight) is planned that includes a costume party and live music. The tent will be used Sunday, October 27, from 4 - 8 PM, for Kids Pumpkin & Taffy Apple Decorating. The requested sound waiver hours for the 'BBQ, Brews & Boo's' event are from 4 - 7 PM and 8 PM - Midnight on Saturday. The proposed hours would start earlier and extend beyond the ending time (11 PM) approved by the Council last year. Based on the Council's previous approvals, Staff recommends the sound waiver hours for Saturday, October 26 end at 11 PM. Action is at the discretion of the Village Council.

Councilman Helms leaned toward 11:00 PM.

Scott Ward, owner Tap House Grill, stated that most Halloween costume contests occur at midnight, that's the reason for extending the additional hour. The tent sides muffle the sounds of the music. He suggested the band to end at 11:30 and costume announcements at 11:30 PM.

Mayor Schwantz noted that even announcements of costume winners would be amplified. The suggestion is to allow amplified sound until 11:30 PM.

With consideration for downtown residents, Councilman Kozlowski, seconded by Councilman Millar, offered a substitute motion to allow amplified sound to 11:30 PM.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. As Submitted -

Nothing was submitted.

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:14 PM*SCOTT LAMERAND, CHAIRMAN*

1. Consider an Ordinance Rezoning the Property at 704 E. Dundee Road from Planned Development to R-2 Single-Family Residential - **Motion Carried by Voice Vote** (Council District: Three)

Planning & Zoning Director Ben Vyverberg explained a one-story single-family residence at the northwest corner of E. Dundee Road and Lynda Drive in 2005 received Final Planned Development approval and was rezoned accordingly, to allow for the conversion of the existing home into a real estate office that was never implemented and the required improvements were not made. Therefore, the Petitioners are seeking to rezone the property to its previous R-2 Single-Family Residential zoning and to maintain the current single-family residential use. The Plan Commission voted 7-0 to approve and staff concurs.

In response to Councilman Helms, Vyverberg stated that code enforcement issues existed between the Village and a previous tenant selling cars.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. As Submitted -

Nothing was submitted.

D. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:16 PM*DOUG MYSLINSKI, CHAIRMAN*

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

1. Consider an Ordinance Increasing the Number of Class G (Beer & Wine) Liquor Licenses by One for Takumi Japanese Homemade Curry, 3 E. Northwest Highway - **Motion Carried by Voice Vote** (Council District: Six)

Village Manager Reid Ottesen reported the Village Council approved a Special Use on September 17, 2018 for Takumi Japanese Homemade Curry at 3 E. Northwest Highway, who now is applying for a Class G (beer & wine) Liquor License.

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

2. Consider an Ordinance Increasing the Number of Class G (Beer & Wine) Liquor Licenses for Mendokoro Benkei, 23 E. Northwest Highway - **Motion Carried by Voice Vote** (Council District: Six)

Village Manager Reid Ottesen reported the Village Council approved a Special Use on September 17, 2018 for Mendokoro Benkei at 23 E. Northwest Highway, who now is applying for a Class G (beer & wine) Liquor License, and noted that it is 102 feet from the Quest Academy Children's Museum, satisfying Code. Ottesen clarified that a school can expand toward a liquor establishment, but a liquor establishment cannot locate closer than 100 feet from a school.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

3. Consider an Ordinance Transferring Special Use Ordinance # O-041-09 for Used Car Sales Use at 2088 N. Rand Road - **Motion Carried by Voice Vote** (Council District: Three)

Ben Vyverberg explained the subject property, previously Car Outlet, a used car sales use, operated under an existing Special Use. Kalou Motorsport Inc. (Ninos Kalou) is requesting a transfer of the existing Special Use with no changes, to permit the continued operation of the business at 2088 N. Rand Road. Kalou plans to repave and restripe worn areas of the parking lot. Staff recommends approval of the Special Use transfer to Kalou Motorsport Inc., pursuant to the revised site and business plans, for the property at 2088 N. Rand Road.

In response to Councilman Kozlowski, the new owner plans to open expeditiously. Mayor Schwantz noted that the new owner should be clearly familiar with our code restricting use of balloons and other distracting items, etc.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

4. As Submitted -

Nothing was submitted.

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

7:21 PM

TIM MILLAR, CHAIRMAN

1. Consider an Ordinance Authorizing the Village Manager to Dispose of Excess Vehicles and Equipment - **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained that anything with title has to have Council authorization for disposal at public auction. This has been done, replacements have come in, and old vehicles will be sold at public auction to realize best return.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. Consider an Ordinance Amending Chapter 18-Traffic, Section 18-33-Vehicle Seizure and Impoundment of the Village of Palatine's Code of Ordinances - **Motion Carried by Voice Vote**

Village Manager Reid Ottesen explained that staff is proposing Text Amendments to Chapter 18-33 (Vehicle Seizure and Impoundment of the Village Code) to delete language which mentions the word "seizure" and to amend citation references to the State's Cannabis Control Act. The text amendment also includes references to the impoundment of vehicles for violations of the Cannabis Control Act in order to be in compliance with the new State law (effective 1/1/2020). Staff recommends approval of the Text Amendments to Chapter 18-33 of the Village Code to delete reference to the word "seizure" and bring the ordinance into compliance with the Cannabis Control Act.

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

3. As Submitted -

Nothing was submitted.

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:22 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Motion Authorizing the Village Manager to Execute a Supplemental Proposal for Construction Engineering Services for the Village's Water Pressure Zone Revisions Part C Project - **Approved by Roll Call**

Public Works Director Matt Barry explained the Village Council awarded a contract to Patnick Construction, Incorporated for construction of the Water Pressure Zone Revisions Part C Project, with construction engineering services awarded to Doland Engineering. Due to scope changes requested by the Village, including additional work to accommodate the State's planned adjustments to Dundee Road east of Rand Road, the project completion is anticipated to extend beyond the original time period. For Doland Engineering to continue performing construction engineering through that time, additional funds are being requested. Staff recommends authorizing the Village Manager to execute the supplemental proposal from Doland Engineering for Construction Engineering Services for the Water Pressure Zone Revisions Part C Project. Funding is available in the Water Fund of the 2019 Capital Improvement Program to accommodate this work.

In response to Councilman Kozlowski, Barry stated that the project will take 30 days longer than anticipated.

RESULT:	APPROVED BY ROLL CALL [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. Consider a Motion to Rescind the Contract for the 2019 Crack Sealing Program - **Approved by Voice Vote**

Public Works Director Matt Barry explained that twenty-eight sections of street have been identified for crack sealing this year, amounting for approximately 33,000 pounds. The Village participated in a joint-bid for crack sealing coordinated through the Municipal Partnering Initiative (MPI). On May 6, 2019, the Village Council awarded a contract for crack sealing services to

Patriot Pavement Maintenance of Des Plaines, Illinois. Palatine's expected scope of services was different than those listed in the bid documents. The Village has typically filled cracks without routing out the cracks prior to save a step, control costs, and complete more crack filling each year at a lesser cost. Patriot refused to honor the contract pricing for crack filling without having a separate activity and additional paving for routing cracks prior to filling. Following the Council's rescinding of the contract, staff may recommend the Manager execute contracts with SKC Construction and Behm Pavement Maintenance. Both contracts would be below \$20,000 individually, thus there will be no further Council action necessary. Staff recommends rescinding the contract for the 2019 Crack Sealing Program.

In response to Councilman Kozlowski, Barry stated that through a miscommunication, the project was not fully defined in the agreement.

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

3. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:26 PM

Reconvene the Village Council Meeting - Motion Carried by Voice Vote

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

VIII.CONSENT AGENDA

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

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

1. Consider a Motion to Approve 2019 Warrant #19 - **Approved**
2. Consider an Ordinance Authorizing the Village to Enter Into Membership with the Intergovernmental Personnel Benefit Cooperative's Health Insurance Pool - **Approved**

Ordinance #O-80-19
3. Consider an Ordinance Rezoning the Property at 704 E. Dundee Road from Planned Development to R-2 Single-Family Residential - **Approved** (Council District: Three)

Ordinance #O-81-19
4. Consider an Ordinance Increasing the Number of Class G (Beer & Wine) Liquor Licenses by One for Takumi Japanese Homemade Curry, 3 E. Northwest Highway - **Approved** (Council District: Six)

Ordinance #O-82-19
5. Consider an Ordinance Increasing the Number of Class G (Beer & Wine) Liquor Licenses for Mendokoro Benkei, 23 E. Northwest Highway - **Approved** (Council District: Six)

Ordinance #O-83-19
6. Consider an Ordinance Transferring Special Use Ordinance # O-041-09 for Used Car Sales Use at 2088 N. Rand Road - **Approved** (Council District: Three)

Ordinance #O-84-19
7. Consider an Ordinance Authorizing the Village Manager to Dispose of Excess Vehicles and Equipment - **Approved**

Ordinance #O-85-19

8. Consider an Ordinance Amending Chapter 18-Traffic, Section 18-33-Vehicle Seizure and Impoundment of the Village of Palatine's Code of Ordinances - **Approved**

Ordinance #O-86-19

9. Consider a Motion Authorizing the Village Manager to Execute a Supplemental Proposal for Construction Engineering Services for the Village's Water Pressure Zone Revisions Part C Project - **Approved**
10. Consider a Motion to Rescind the Contract for the 2019 Crack Sealing Program - **Approved**

IX. REPORTS OF STANDING COMMITTEE

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

7:26 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:26 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:27 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:27 PM

BRAD HELMS, CHAIRMAN

1. Consider a Motion Approving the Halloween Events, Including Waiver of the Sound Amplification Ordinance, on October 26-27, 2019 at Tap House Grill, 56 W. Wilson Street - **Approved by Roll Call** (Council District: Six)

This item was discussed at the Fire Policy & Community Information Committee Meeting earlier this evening. The motion is to allow sound amplification until 11:30 PM on Saturday October 26, as determined in Committee.

RESULT:	APPROVED BY ROLL CALL [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

2. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:28 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:28 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS – Time: 7:28 PM

A. VILLAGE MANAGER – Time: 7:28 PM

1. As Submitted -

No Report

B. VILLAGE CLERK – Time: 7:28 PM

1. As Submitted -

No Report

C. VILLAGE ATTORNEY – Time: 7:28 PM

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 7:28 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:28 PM

No one came forward.

XIII.ADJOURNMENT – Time: 7:28 PM

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

SUBMITTED BY:

Margaret R. Duer
Village Clerk

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

Consider a Request for Temporary Street Closures and Waiver of the Village's Sound Amplification Ordinance for the Sikh Religious Society's 'Birthday Anniversary Parade/Procession' on November 9, 2019

BACKGROUND: The Sikh Religious Society, 1280 Winnetka Street, has requested the temporary closure of streets within a portion of the Village and a waiver of the Village's Sound Amplification Ordinance to allow for a 'Parade/Procession' on Saturday, November 9, 2019. The parade is in recognition of the 550th Guru Nanak Dev Ji Birth Anniversary.

KEY ISSUES:

- The parade procession will begin at 9 AM and end at approximately 1 PM.
- The planned route, which utilizes streets within the neighborhood surrounding their facility, is outlined on the attached map. Notification of the event to area residents will be required.
- The Police Department will use on-duty personnel to assist with the event.

ALTERNATIVES:

1. Approve the temporary closure of streets.
2. Do not approve the temporary closure of streets.

RECOMMENDATION: Action is at the discretion of the Committee.

ACTION REQUIRED: Action is at the discretion of the Committee.

ATTACHMENTS:

- Sikh Religious Society Parade

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
Village Manager's Office, 200 E. Wood St., Palatine, IL 60067 Fax: 847-359-9094

INSTRUCTIONS: PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

GENERAL EVENT INFORMATION

Name of Event

550th Guru Nanak Dev Ji Birthday

Exact Address of Event

1280 Winnetka St, Palatine, IL 60067

Type of Event (Check all applicable)

☐ Festival ☐ Run/Walk ☒ Parade ☐ Car Show ☐ Craft Fair ☐ Fireworks ☐ Other

Date(s) of Event

Nov 9, 2019

Hours of Event

9am - 1pm

Total Hours (Set-Up - Tear Down)

6

Phone number/website for publication

847-358-1117

Estimated attendance

300

Last years actual attendance

Describe the event's community and/or cultural benefit

In November Sikh community will be celebrating 550th Birth Anniversary of Guru Nanak Dev Ji, fi

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Sikh Religious Society

Contact person from Sponsoring Organization

Sponsoring Organization Address

City

Zip

IL

Phone Number

E-Mail

Website

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

E-mail

Organizer/Coordinator Address

City

Zip

Phone Number

Cell Phone Number

Fax Number

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact

E-mail

Emergency Contact Address

City

Zip

Phone Number (24hours)

Cell Phone Number

Fax Number

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
Village Manager's Office, 200 E. Wood St., Palatine, IL 60067 Fax: 847-359-9094

INSTRUCTIONS: PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

EVENT OVERVIEW

Are you providing/serving food at your event that is considered potentially hazardous, being prepared on-site, or being re-packed and sold in bulk?

☐ Yes ☒ No

Below are some foods exempt from a permit (not all are listed):
-Pre-packaged, non-potentially hazardous foods (i.e. packaged cookies, chips, crackers, bread, etc.)
-Non-potentially hazardous, minimally cut, unprocessed fruits or vegetables (i.e. apples, bananas, etc.)

QUESTIONS ON WHAT QUALIFIES AS EXEMPT? CALL (847) 359-9090.

If yes, how many vendors? _____

Each vendor must submit a Temporary Food Event Permit Application 14 days prior to the event. Applications can be found at:
<http://www.palatine.il.us/events/forms/applications.aspx>.
Questions? Contact (847) 359-9090. Please see application for full details on what is required.

Are you erecting either: (1) tent(s) larger than 20'x40' (or 800 sq. ft.) or (2) that accommodates more than 100 people or (3) temporary structure(s) (i.e. stage) taller than 2' in height or (4) that will be equipped with temporary electrical power?

☐ Yes ☒ No

If yes, you must submit a Temporary Structure Permit Application 30 days prior to the event. Applications can be found at:
<http://www.palatine.il.us/events/forms/applications.aspx>.
Questions? Contact (847) 359-9037. Electric submissions are NOT accepted. Please see application for full details on what is required.

Are you serving alcoholic beverages at your event?

☐ Yes ☒ No

Alcohol vendors must submit a Special Event Liquor License 60 days prior to the event. You must obtain a Special Event Liquor License for each liquor vendor. Applications can be found at:
<http://www.palatine.il.us/events/forms/applications.aspx>.
Questions? Contact (847) 359-9031.

Will the event include a Race/Walk or Parade?

☒ Yes ☐ No

If yes, you must complete, Page 3, Section 1.

Will electronic sound amplification equipment or a public address system be used at the event?

☒ Yes ☐ No

If yes, you must complete, Page 3, Section 2.

Are you utilizing any public parking lots, Village streets or other Village property for your event?

☒ Yes ☐ No

If yes, you must complete, Page 3, Section 3.

ACKNOWLEDGEMENT/SIGNATURE

By signing this document, I certify that the information provided above is correct. I agree to conduct the special event in compliance with all applicable codes, ordinances, laws and the conditions contained in the special event permit.

Balwant K. Kumar
Signature of Organizer

9/24/2019
Date

Application must include the following documentation

- ☒ Special Event Application (Page 1, 2, 3, 4)
- ☒ Certificate of Insurance (see Section 5)
- ☒ Site Plan and/or Race/Parade Route Map

***You MUST submit a new site plan or parade/race route on an annual basis.**

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
Village Manager's Office, 200 E. Wood St., Palatine, IL 60067 Fax: 847-359-9094

INSTRUCTIONS: PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

Name of Event

550th Guru Nanak Dev Ji Birth Anniversary

SECTION 1: RACE/WALK, PARADE INFORMATION

☐ Not Applicable

Starting Location

1280 Winnetka St

Ending Location

1280 Winnetka St

Approximate Number of Attendees (runners/marchers)

250

Approximate Number of Vehicles (cars/floats)

3

Location of Assemble (Registration)

1280 Winnetka St

Location of Personal Vehicle Parking

1280 Winnetka St

Please attach a course map, with location of the staging area, start/finish lines, and water/first aid stations

SECTION 2: NOISE CONTROL PLAN

☐ Not Applicable

Please attach a Site Plan, with the location of the stages and sound systems, the location and direction of all speakers, and the proximity to residential properties

Amplified sound will be used from: (am/pm)

9 AM

Amplified sound will be used to: (am/pm)

1 PM

Describe the sound system(s)

Will use sound system for music during procession.

Explain how the sound will be controlled and identify the means by which it can be further controlled if necessary:

We will try to keep noise level limited to the procession

The Village has the right to require applicants to revise locations, hours, or plans to control amplified music/speech.

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION

☐ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location	Date of Closure	Time of Closure	Date to Reopen	Time of Reopen

1. No staking in the street or public parking lot is permitted.
2. Only chalk or other Village approved marking is permitted (no spray paint).
3. Any debris/stains must be removed immediately prior to the opening of the street/public parking lot.
4. No structures may be erected on any street/public parking Lot without prior approval/permit.

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
Village Manager's Office, 200 E. Wood St., Palatine, IL 60067 Fax: 847-359-9094

INSTRUCTIONS: PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization

Sikh Religious Society

Name of Event

550th Guru Nanak Dev Ji Birth Anniversary

Date(s) of Event

Nov 9, 2019

To the fullest extent permitted by law, the Organization hereby agrees to defend, indemnify and hold harmless the Village of Palatine, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village of Palatine, its officials, agents and employees, arising in whole or in part or in consequence of the Event, and/or its employees, and or subcontractors' participation in Event, or which may in any way result therefore. The Organization shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Palatine, its officials, agents and employees, in any such action, the Organization shall, at its own expense, satisfy and discharge the same.

The Organization expressly understands and agrees that any performance bond or insurance policies required by the Village of Palatine, or otherwise provided by the Organization shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Palatine, its officials, agents and employees as herein provided.

The Organization expressly understands and agrees that the Village shall be named as an additional insured party on the insurance policy and that the Organization shall have no permission or authority to engage in the Event until evidence deemed acceptable to the Village has been provided to establish that the Village has been named as an additional insured party on the insurance policy.

SIGNATURE

Jairam Singh

Board of Trustee

PRINT NAME

TITLE/POSITION

DATE

9/15/19

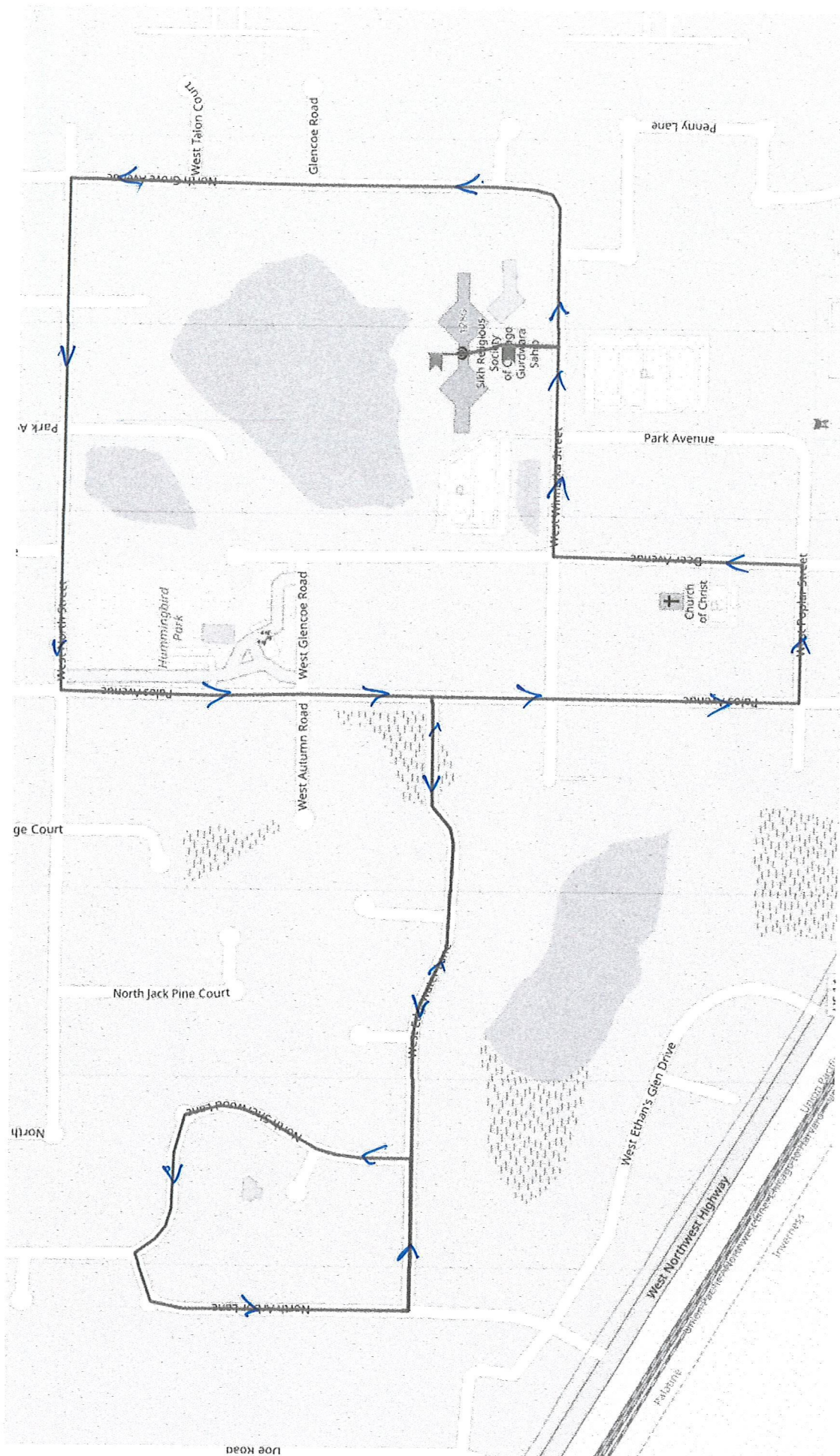
SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Sponsoring Organization will be required to provide an original Certificate of Insurance evidencing the following insurance minimums:

Commercial General Liability - minimum \$1,000,000 per occurrence

Final acceptance of applicant is contingent on applicant naming the Village of Palatine, their employees, agents and officials as additional insured.





CERTIFICATE OF LIABILITY INSURANCE

6.A.1.a

DATE (

09/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Heidi L. Stevenson PHONE (A/C, No., Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: customerservice@churchmutual.com FAX (A/C, No): 855-264-2329	
INSURED SIKH RELIGIOUS SOCIETY 1280 W WINNETKA ST PALATINE IL 60067-1853		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18767	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		0259546-02-032299	10/15/2017	10/15/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

11-9-19 walk in compliance with written contract, agreement or permit requirements, certificate holder is an additional insured under the policy. A267.1 Village of Palatine, their employees, agents and officials as additional insured SAAP 502

CERTIFICATE HOLDER**CANCELLATION**

Village of Palatine
200 E Wood St

Palatine

IL 60067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heidi Stevenson

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Consider an Ordinance Granting a Special Use for a Restaurant at 803-805 N. Quentin Road

BACKGROUND:

The Petitioner is requesting to open a restaurant. Therefore, the Petitioner is requesting approval of the following:

Special Use to permit a restaurant.

KEY ISSUES:

- The Subject Property, located in the Quentin Corners Shopping Center, is zoned Planned Development. The shopping center has a specific use list, but also follows the B-2 General Business use list.
- The Subject Tenant Space is 1,744 square feet and the overall shopping center is 47,483 square feet total.
- This location was previously occupied by Great American Bagel Company
- The Petitioner currently has a restaurant in Chicago - Makki Fast Food and Grill - and is proposing to open a second one at this location. The business plan, floor plan, and menu are attached.
- The proposed hours of operation are daily from 10 AM to 11 PM.
- There would be 4 employees.
- Per the floor plan, 25 seats are proposed.
- The restaurant requires 17 spaces, per the 1/100 square foot requirement parking requirement.
- There are 204 parking spaces available at the shopping center and the required parking would be 200 parking spaces with the proposed restaurant. This leaves a surplus of 4 spaces parking spaces.

ALTERNATIVES:

1. Approve the Special Use for a Restaurant
2. Do not approve the Special Use for a Restaurant

RECOMMENDATION:

Public Hearing:	ZBA meeting - October 8, 2019
Residents testifying:	None
Vote:	The ZBA voted to recommend approval of the request 8-0 and Staff concurs.

ACTION REQUIRED:

A motion to approve the ordinance granting the Special Use for a Restaurant at 803-805 N. Quentin Road.

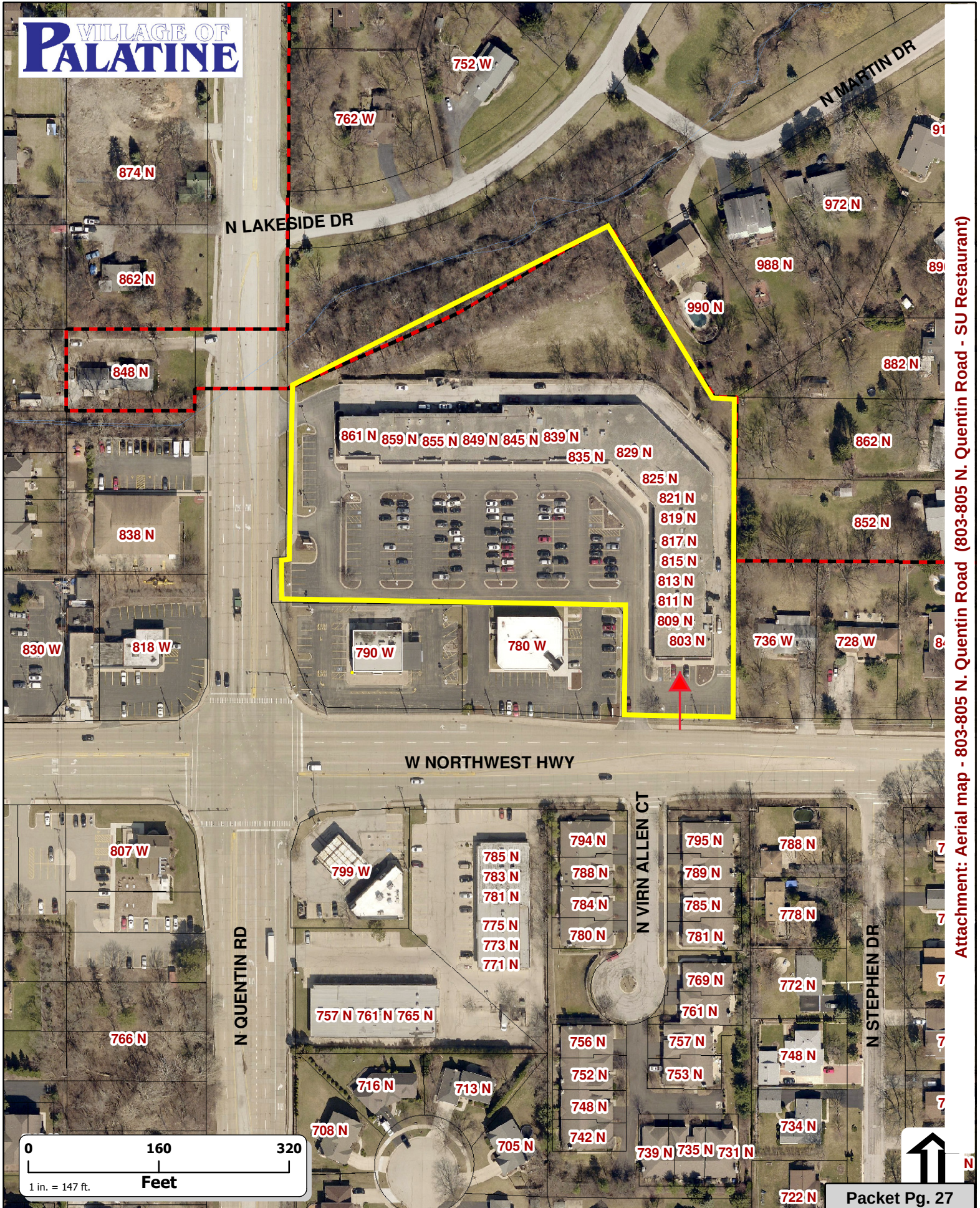
ATTACHMENTS:

- Aerial map - 803-805 N. Quentin Road
- ORD SU 803-805 N Quentin Road
- EXHIBIT - Business Plan
- EXHIBIT - Floor Plan
- Menu - Makki Fast Food and Grill
- Plat of Survey
- Application
- Public Notice
- Draft minutes October 8th ZBA meeting 803-805 N Quentin Road

803 and 805 N Quentin Road

6.B.1.a

VILLAGE OF
PALATINE



ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE
803-805 N. QUENTIN ROAD**

WHEREAS, pursuant to a petition and public hearing on October 8, 2019, of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a restaurant pursuant to Section 11.03 (d)(27) of the Palatine Zoning Ordinance, on the following legally described property:

LOTS 1, 13 AND 14 IN BLOCK 5 IN LAKE PARK ESTATES, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 100 FEET THEREOF) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED MARCH 29, 1955 AS DOCUMENT NO. 16188452 AND ALSO THAT PART OF SAID SOUTHWEST 1/4 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 13, THENCE EAST ALONG THE SOUTH LINE OF LOT 13 FOR A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 13; THENCE NORTH ALONG THE EAST LINE OF LOTS 13 AND 14 FOR A DISTANCE OF 197.94 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID BLOCK 5 FOR A DISTANCE OF 345.69 FEET TO THE NORTHWEST CORNER OF LOT 8 IN AFORESAID BLOCK 5; THENCE SOUTH ALONG THE WEST LINE OF LOTS 8, 9 AND 12 IN AFORESAID BLOCK 5 FOR A DISTANCE OF 400 FEET TO A POINT IN THE NORTH LINE OF NORTHWEST HIGHWAY; THENCE WEST ALONG THE NORTH LINE OF NORTHWEST HIGHWAY FOR A DISTANCE OF 545.69 FEET TO A POINT IN THE EAST LINE OF QUENTIN ROAD; THENCE NORTH ALONG THE EAST LINE OF QUENTIN ROAD FOR A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING, ALL AS SHOWN ON THE AFORESAID PLAT OF SUBDIVISION FOR LAKE PARK ESTATES, ALL IN COOK COUNTY, ILLINOIS.

commonly known as 803-805 N. Quentin Road (02-10-306-020)

Attachment: ORD SU 803-805 N Quentin Road (803-805 N. Quentin Road - SU Restaurant)

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 Special Use to permit a restaurant pursuant to Section 11.03 (d)(27) of the Palatine Zoning Ordinance is hereby granted, subject to the following condition:

1. The Special Use shall substantially conform to the business plan and floor plan submitted by the Petitioner, Khadija Nisar, on 09/05/2019, except as said plans may be changed to conform to the Village Code of 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 _____, 2019

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

APPROVED by me this _____ day of _____, 2019

Mayor of the Village of Palatine

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

Village Clerk

Attachment: ORD SU 803-805 N Quentin Road (803-805 N. Quentin Road - SU Restaurant)

Business Plan Application

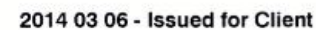
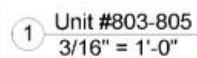
Respected sir,ma'am

The nature of the business is to provide eat in and dine in facility for the patrons. The premises will have an arrangement for (20-25) people.

The hours of operation will be from (10:00 am till 11:00 pm)

We plan to employ (4) employees to in both kitchen and wait staff.

Thank you



A2.1

SEA FOOD

- 60 4 Pc Fish
- 61 5 Pc Fish
- 62 10 Pc Fish
- 63 9 Pc Fish
- 64 Shrimp Basket
- 65 6 Pc Jumbo Shrimp

DESSERTS

- 66 Ice Cream

NAAN

- 67 Normal Naan
- 68 Paratha

BEVERAGES

- 69 Soda Can
- 70 Bottle Water
- 71 Special Falooda
- 72 Lassi

EXTRA SAUCE

- 73 Cheese Sauce
- 74 All Extra Sauces each

Catering Available For:-

- ★ Parties
- ★ Weddings
- ★ Office Meetings
- ★ Birthdays

**Free Delivery
within 10 km**

**(773) 661-4430
2243865345**



**MAKKI
Fast Food
& Grill**

FOR DELIVERY:
U B E R
EATS GRUBHUB

**4702 N. KIMBALL
AVE CHICAGO IL.
60625.
(773) 661**

VALUE MEAL

(Includes Fries & Soda)

- 1 Cheese burger
- 2 Double Cheese burger
- 3 Gyro Cheese Burger
- 4 Philly Steak
- 5 Philly Chicken
- 6 Chicken Sandwich Crispy
- 7 Chicken Grilled
- 8 3 PC Chicken Tenders
- 9 8 PC Chicken Nuggets
- 10 Gyro Sandwich
- 11 Gyro Plate
- 12 Sub Sandwich Combo
- 13 (Terkey, Roast beef or Comed beef)
Gym Shoe
- 14 Italian Beef w/Gyros
- 15 Hot Dog Meal
- 16 (2 Hot Dog)
2 Pizza Puff
- 17 Fish Sandwich
- 18 3 Tacos or 1 Burrito

PIZZA

(Thin Crust 14)

- 19 Cheese
- 20 Veggie
- 21 Chicken
- 22 Beef
- 23 Gyro

WEEKLY SPECIAL

- 24 Nehari
(With 1 PC Naan)
- 25 Haleem
(With 1 PC Naan)
- 26 Chicken Karahi
- 27 Chicken Pulao

B.B.Q

- 28 Chicken Chargha
(with Rice & Big Drink)
- 29 Chicken Chargha
(With 1 Naan & Big Drink)
- 30 Chicken Tikka
- 31 (2 Pc with Naan)

CHICKEN WINGS

- 32 6 Pc
- 33 9 Pc
- 34 12 Pc
- 35 15 Pc

CHICKEN TENDERS

- 36 7 Pc
- 37 10 Pc
- 38 14 Pc

APPETIZERS

- 39 Medium Fries
- 40 Large Fries
- 41 Cheese Fries
- 42 Gyro & Cheese Fries
- 43 Beef & Cheese Fries
- 44 1 PC Pizza puff with Fries
- 45 Cheese sticks 5pc
- 46 Jalapeno Poppers 5pc
- 47 Samosa Veggie 0.99 Beef / chicken
- 48 5 Pc Crispy Onions Ring

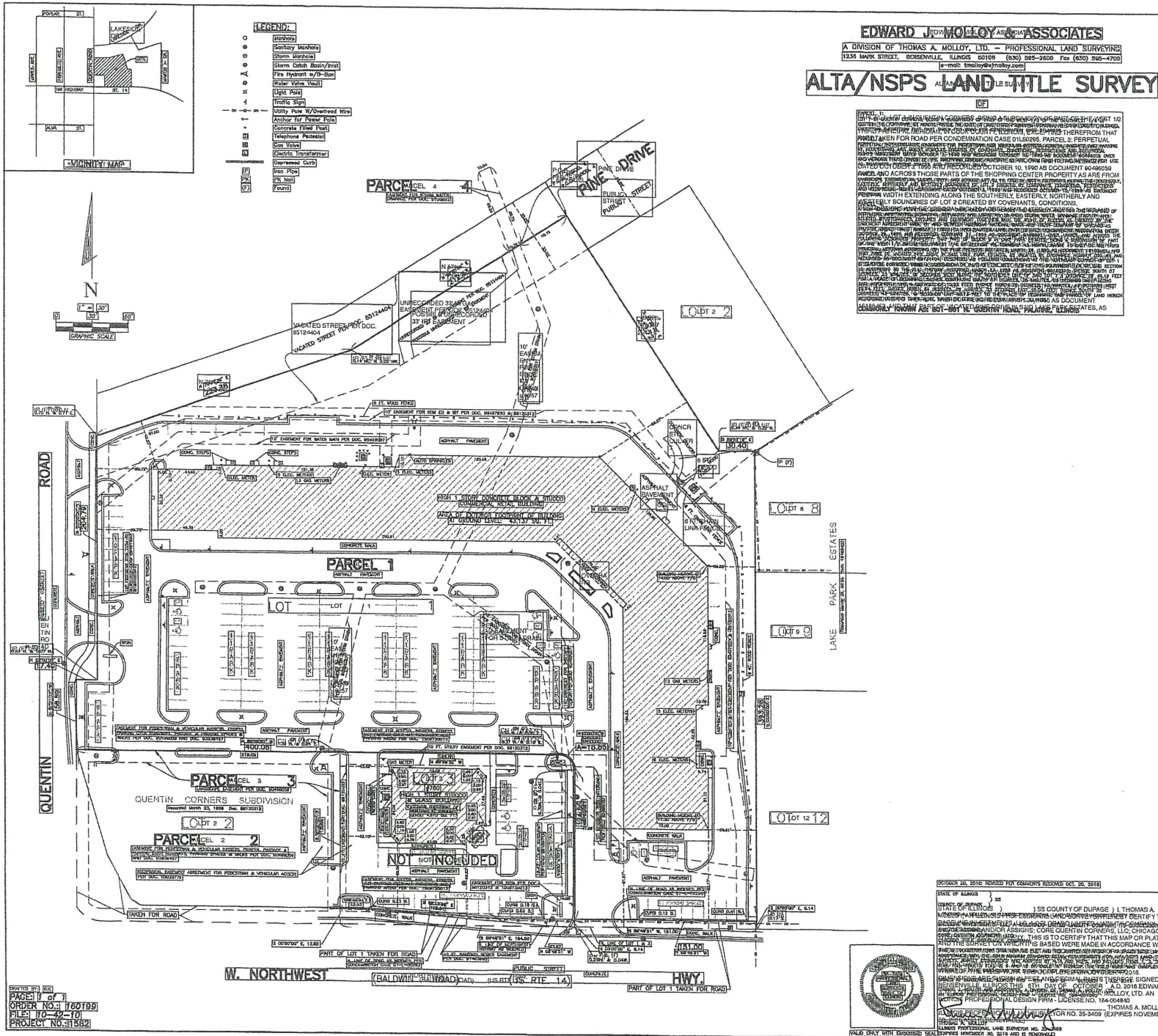
RICE DISHES

- 49 Chicken Biryani
- 50 Beef Biryani
- 51 Veggie Biryani
- 52 Vegetable Egg Fried Rice
- 53 Butter Chicken Masala
(Served with Rice or Pita Bread)
- 54 Gyro with Rice
- 55 Chicken Rice

MAKKI SPECIALS

(Add \$ 2.00 for Fries & Soda)

- 56 Makki Burger
- 57 Gryo Wrap
- 58 Chicken Wrap
- 59 Ban Kabab

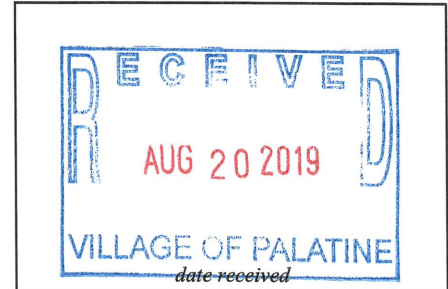


VILLAGE OF PALATINE

SPECIAL USE & VARIATION APPLICATION

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

Office Use Only	Project Planner	Zoning Case # 19-53
	Filing Fee	Notification Deadline
	ZBA Public Hearing Date	Village Council Date



Background Information	PETITIONER(S)		Business Name (if applicable)	
	Khadija nisar		Makki grill	
	Subject Property Address			
	Quentin Rd & Northwest Hwy, palatine I'll 60067			
	AUTHORIZED AGENT (if applicable)		Business Name (if applicable)	
	Address		City/State/Zip Code	
	Telephone	Fax	Email	
	Relationship to Petitioner (contractor, architect, etc.)			
	TYPE OF APPLICATION (check one)			
	☐ Special Use ☐ Special Use Amendment ☐ Variation			
Existing Zoning District		Existing Land Use		Proposed Land Use
Generally describe your request:				
The nature of the business is to provide eat in and dine in facility for the patrons. The premises will				
have an arrangement for 30-35 people. The hours of operations will be from 10am till 11pm. We plan				
to in both kitchen and wait staff .				

Attachment: Application (803-805 N. Quentin Road - SU Restaurant)



SPECIAL USE

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

The purpose is to provide a south asian eatery at the location as there is no other south a n restaurant and grill around. Specifically indian cuisine.

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

The use is designed as per the health and safety regulations and necessary insurances will be in place.

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

The use will not cause any injury and damage to surrounded property values. All the necessary measures will be taken in order to protect their interests.

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

Attachment: Application (803-805 N. Quentin Road - SU Restaurant)

PUBLIC NOTICE

A public hearing will be held before the Palatine Zoning Board of Appeals on Tuesday, October 8, 2019 at 7:00 P.M., in the Village Council Chambers in the Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

Special Use to permit a restaurant pursuant to Section 11.03 (d)(27) of the Palatine Zoning Ordinance. The property is commonly known as 803-805 N. Quentin Road (02-10-306-020).

The Petitioner is proposing to open a new restaurant. The above petition has been filed by Khadija Nisar, Makkhi Grill and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

FILE #: 19-53
VILLAGE OF PALATINE
Jan Wood, Chair
Palatine Zoning Board of Appeals

DATED: This 23rd day of September, 2019
Published in Daily Herald
September 23, 2019 (4532695)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/23/2019 in said **DAILY HERALD**.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY

Authorized Agent

Control # 4532695

Attachment: Public Notice (803-805 N. Quentin Road - SU Restaurant)

4. 803-805 N. Quentin Road - **Recommended to Approve**

Notice was published in the Daily Herald on September 23, 2019 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. Application for Special Use
2. Proof of Ownership
3. Plat of Survey
4. Business Plan
5. Menu
6. Floor Plan
7. Public Notice

Sworn in Ms. Khadija Nisar

Ms. Nisar stated she has a restaurant in Chicago on Kimball and wants to open a second branch on Quentin Road in Palatine. She stated she hasn't seen any Halal restaurants in Palatine and the majority of Muslims look to eat at such. Ms. Nisar explained the food is the same as other fast food but Muslims that follow halal require this special preparation which her restaurant will have. She point out her menu has the Halal sign.

Mr. Larson clarified location is where the bagel place used to be.
Ms. Bremanis answered yes.

Mr. Larson asked if it will be sit down and takeout.
Ms. Nisar answered both.

Mr. Larson asked about parking concerns.
Ms. Bremanis stated the center is over parked.

Ms. Nisar spoke to her menu varying from the taco shop.

Ms. Wood clarified the location.
Ms. Bremanis referred to the existing conditions slide to show location explaining it was once Great American Bagel and considered a deli.

Ms. Bremanis gave a brief overview stating the property is zoned planned development and follows the B2 standards. She stated Great American Bagel was allowed without a special use because the planned development has a use list which permitted bakeries and delis. Ms. Bremanis stated the tenant space is 1744 square feet. She spoke to the proposed hours of operation being 10am-11pm daily and will have 4 employees. Ms. Bremanis spoke to the floor plan having 25 seats. She spoke to the parking requirements explaining the center is over parked by 4 spaces. She stated Community Services, Engineering, Fire Prevention, and Environmental Health have reviewed and have not identified any

issues.

STAFF RECOMMENDATION:

The Petitioner is proposing to relocate an existing restaurant to this tenant space. The space was previously occupied by Great American Bagel however Great American Bagel did not require a Special Use per the Planned Development. The center is over parked by 4 spaces. While the parking spaces in front of the tenant space are limited, there is adequate parking in the main parking lot. The proposed use will be occupying a vacant tenant space and should not have a negative impact on the surrounding properties. Therefore, Staff recommends approval of the Special Use subject to the following conditions:

1. The Special Use shall substantially conform to the business plan and floor plan submitted by the Petitioner, Khadija Nisar, on 09/05/2019, except as said plans may be changed to conform to the Village Code of Ordinances. There were no further questions. The public hearing was closed.

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

Ms. 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 14, 2019.

RESULT:	RECOMMENDED TO APPROVE [UNANIMOUS]
MOVER:	Kevin Cavanaugh, Commissioner
SECONDER:	Brent Larson, Commissioner
AYES:	Larson, Roth-Wurster, Wood, Luszczyk, McGinn, Cavanaugh, Dittrich, Pirog

IV. COMMUNICATIONS**V. ADJOURNMENT**

Consider an Ordinance Granting a Variation from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow the Installation of a Power Pole and Capacitor Bank in the Williams Drive Right-Of-Way

BACKGROUND:

Commonwealth Edison (ComEd) has applied for a permit to install a new power pole and capacitor bank in the Williams Drive right-of-way within the Village of Palatine. This installation was requested by ComEd in order to optimize the voltage in the area.

KEY ISSUES:

- As a utility company, ComEd is subject to the requirements of Chapter 16 and may not place any above ground structures within the right-of-way unless approved by the Village Council. The new pole and capacitor bank require that a variance be granted.
- The proposed work is for the installation of one new power pole and one capacitor bank in front of 1177 N. Williams Drive.
- ComEd's Voltage Optimization Program seeks to improve the regulation of voltage, which includes the installation of capacitor banks. Capacitor banks can only be installed on existing mainlines and the only mainline in the target area is along Williams Drive. The new pole is being requested as there are no empty ComEd poles in the area.

ALTERNATIVES:

1. Approve the ordinance granting a variation to ComEd for the installation of one additional power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.
2. Do not approve the variation.

RECOMMENDATION:

It is recommended that the ordinance granting ComEd a variation from the Village Code be approved to allow the installation of a power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.

ACTION REQUIRED:

Motion to approve the ordinance granting ComEd a variation from Chapter 16 of the Village's Code of Ordinances to allow the installation of a power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.

ATTACHMENTS:

- ComEd Right-of-Way Variation Ordinance
- Proposed Location
- Photo-Example Capacitor Bank on Pole

ORDINANCE NO. _____

**AN ORDINANCE
GRANTING A VARIANCE TO COMMONWEALTH EDISON TO ALLOW THE
INSTALLATION OF ONE ADDITIONAL POWER POLE AND CAPACITOR BANK IN THE
RIGHT-OF-WAY
WITHIN THE VILLAGE OF PALATINE**

WHEREAS, pursuant to the Right-of-Way Ordinance Chapter 16 Section 16-16 of the Village of Palatine Code of Ordinances, prohibits the installation of any above ground facilities within the right-of-way; and

WHEREAS, the Village has received a request by Commonwealth Edison (ComEd) for authorization to allow the installation of one additional power pole and one capacitor bank in the Williams Drive right-of-way; and

WHEREAS, as a utility company, ComEd is subject to the requirements of Chapter 16 and requires that a Variance be granted by the Village Council; and

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 ONE: A Variation to allow Commonwealth Edison (ComEd) to install one additional power pole and one capacitor bank in the Williams Drive right-of-way, is hereby granted.

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

PASSED: This _____ day of _____, 2019

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

APPROVED by me this _____ day of _____, 2019

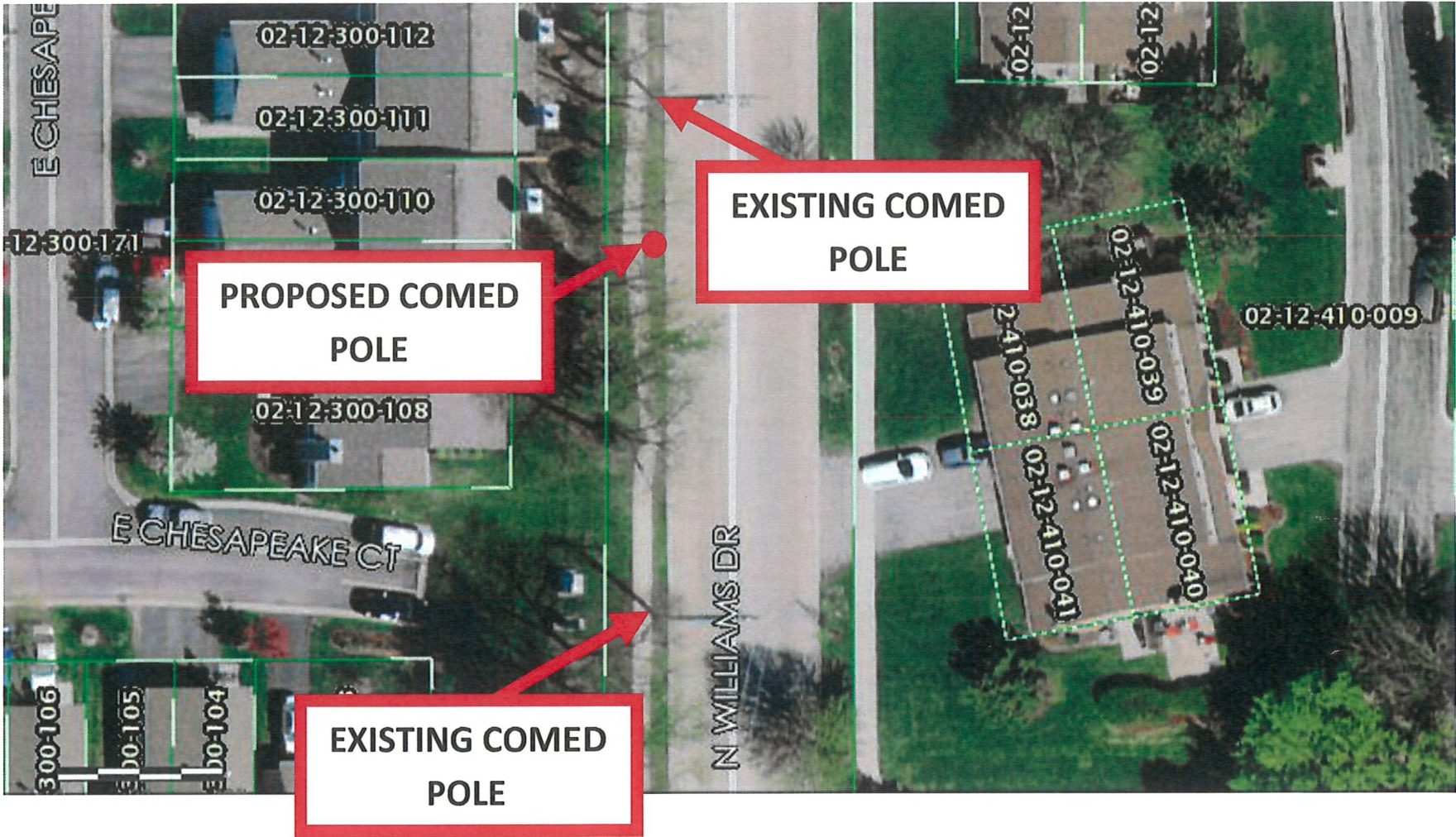
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

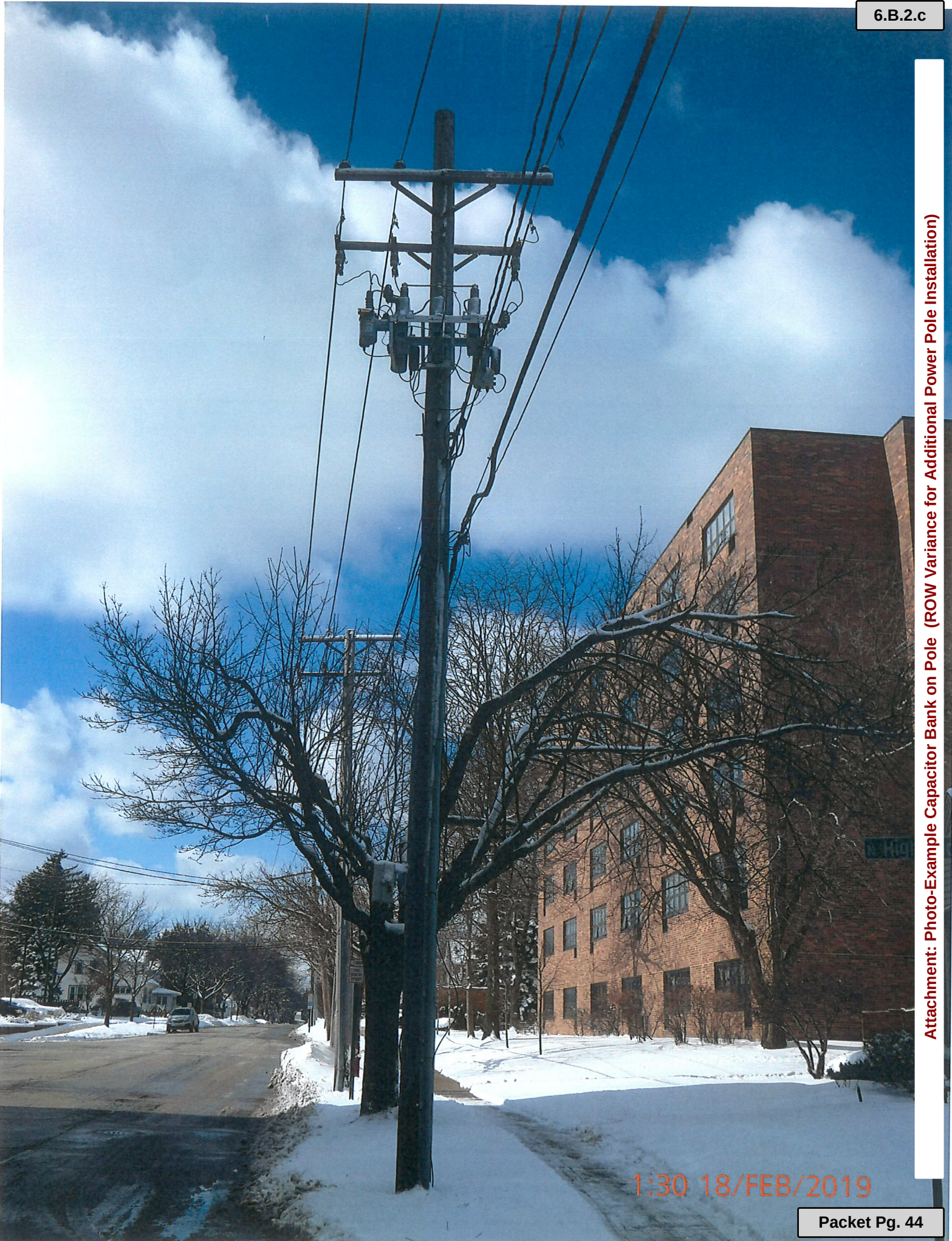
this _____ day of _____, 2019

Village Clerk

Attachment: ComEd Right-of-Way Variation Ordinance (ROW Variance for Additional Power Pole Installation)



Attachment: Proposed Location (ROW Variance for Additional Power Pole Installation)



Attachment: Photo-Example Capacitor Bank on Pole (ROW Variance for Additional Power Pole Installation)

1:30 18/FEB/2019

Consider a Resolution Supporting and Consenting to the Renewal of the Class 7c Cook County Tax Classification for the Property Located at 2234 N. Rand Road

BACKGROUND: In 2015, the Village Council approved a Resolution of Support in conjunction with Enterprise's planned improvements to the property at 2234 N. Rand Road. At the time, the 7c Classification, referred to as Commercial Urban Relief Eligibility (CURE), was a new program, but similar to the County's other tax classification programs (such as 6b). A summary of the 7c program and its eligibility criteria are attached. Enterprise is now requesting the Village's support for the extension of the 7c Classification, thus the Petitioner is seeking approval of the following:

Approval of a resolution supporting and consenting to the renewal of the 7c Cook County Tax Classification for the property located at 2234 N. Rand Road.

KEY ISSUES:

- Following approval of the 7c Classification, the Petitioner redeveloped the property at 2234 N. Rand Road for use as an Enterprise vehicle sales and rental facility. Enterprise completed the development project without any TIF assistance from the Village.
- Projects that qualify for the Class 7c classification receive a reduced assessment level of 10% of fair market value for the first three years, 15% for the fourth year, and 20% for the fifth year. Without this incentive, commercial property would be assessed at 25% of its market value.
- The 7c program does allow for a single renewal of the classification, subject to the program's requirements, a separate endorsement by the Village, and approval by the County.
- The requested 7c renewal classification will provide a 5 year extension, resulting in a 10% assessment level for tax years 2020 - 2022, 15% assessment level for tax year 2023, and 20% assessment level for tax year 2024. The property would then return to the full assessment level of 25% of its market value.

ALTERNATIVES:

1. Recommend approval of the Resolution.
2. Do not recommend approval of the Resolution.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Motion to approve a resolution supporting and consenting to the renewal of the 7c Cook County Tax Classification for the property located at 2234 N. Rand Road.

ATTACHMENTS:

- Resolution - Support Class 7C Extension for 2234 N. Rand Road
- Enterprise 7c Extension Request Letter
- Enterprise - Initial Request for Resolution of Support for 7C
- Cook County Class 7C Program Summary

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING AND CONSENTING TO THE
RENEWAL OF THE COOK COUNTY CLASS 7C INCENTIVE
CLASSIFICATION FOR 2234 N. RAND ROAD**

WHEREAS, the Village of Palatine is a Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Enterprise Leasing Company of Chicago, LLC, a Delaware limited liability company ("Applicant"), has submitted to the Village of Palatine a request for a resolution supporting and consenting to the renewal of the Cook County Property Tax Class 7c Incentive Classification for a property located at 2234 N. Rand Road, Palatine, Illinois (PIN 02-02-101-018-0000) (the "Subject Property"); and

WHEREAS, pursuant to Resolution No. R-5-15, adopted February 2, 2015, supporting and consenting to the Class 7c Incentive on the Subject Property, the Applicant demolished the then existing building, removed existing concrete and asphalt, re-graded the site, installed new storm water management facilities, re-paved the Subject Property, installed exterior lighting in the parking lot, and constructed a new 5,600 square foot building for use as an automotive rental and used automotive sales facility;

WHEREAS, the applicant has provided the Village of Palatine with an economic disclosure statement affidavit; and

WHEREAS, the Village of Palatine has determined that the granting of a renewal of the Class 7c Incentive Classification by the County of Cook to the Applicant for the Subject Property and its commercial use is necessary and beneficial to the local economy and the Village of Palatine; and

Attachment: Resolution - Support Class 7C Extension for 2234 N. Rand Road (2234 N. Rand Road - Enterprise 7C Extension)

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Council of the Village of Palatine that the Village of Palatine hereby consents to and supports the Applicant's application for and request of the renewal of the Class 7c Incentive Classification of its commercial use on the Subject Property located at 2234 N. Rand Road, Palatine, Illinois 60074 (PIN 02-02-101-018-0000) and such commercial use is necessary and beneficial to the local economy and the Village of Palatine.

DATED: This ____ day of _____, 2019.

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

APPROVED by me this ____ day of _____, 2019

Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk this ____ day of _____, 2019.

Village Clerk



REYESKURSON

6.C.1.b

October 9, 2019

Mike Jacobs
Deputy Village Manager
Village of Palatine
Village Manager's Office
200 East Wood Street
Palatine, Illinois 60067-5339

RE: Renewal of Class 7c Incentive
2234 North Rand Road, Palatine, Illinois 60067
PIN 02-02-101-018-0000

Dear Mr. Jacobs:

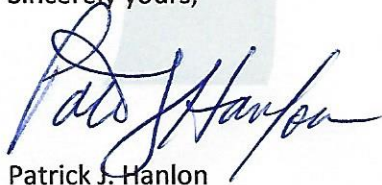
Our client, Enterprise Leasing Company of Chicago LLC ("Enterprise"), desires to renew the Class 7C incentive from the Cook County Bureau of Economic Development and the Cook County Assessor's Office. As part of the Class 7c renewal application process, we respectfully request that the Village of Palatine support Enterprise's renewal application by providing a resolution of support from the Village Board. The renewal of the Class 7c is necessary, and it is beneficial to the local economy and the Village of Palatine.

As a result of the initial Class 7c approval, Resolution No. R-5-15, the Property was redeveloped as an automobile rental and used car sales facility for Enterprise. Enterprise demolished the existing structure, removed concrete and asphalt, re-graded the site, installed new stormwater management facilities, repaved the site, installed exterior lighting in the parking lot, and constructed a new 5,600 square foot building.

The Class 7c incentive classification exists for 5 tax years and can be renewed. This Class 7c incentive provides for the property to be assessed at 10% for the first three years, 15% in year four, and 20% in year five. The renewal of the Class 7c can be submitted in the third year of the Class 7c incentive classification, which Enterprise would like to do. The 2019 tax year is the third year of the Class 7c incentive classification. Renewal of the Class 7c incentive for another term of 5 years will provide for a 10% assessment level for tax years 2020 – 2022, 15% assessment level for the tax year 2023, and 20% assessment level for the tax year 2024.

We respectfully request a Village of Palatine Board Resolution supporting the renewal of the Class 7c for this property.

Sincerely yours,



Patrick J. Hanlon

Attachment: Enterprise 7c Extension Request Letter (2234 N. Rand Road - Enterprise 7C Extension)



January 5, 2015

Mike Jacobs
Deputy Village Manager
Village of Palatine
Village Manager's Office
200 East Wood Street
Palatine, Illinois 60067-5339

RE: Class 7c Incentive for Enterprise Leasing Company of Chicago
2234 North Rand Road

Dear Mr. Jacobs:

Our client, Enterprise Leasing Company of Chicago ("Enterprise") desires to secure a Class 7C incentive from the Cook County Assessor's Office to facilitate redevelopment of the captioned property. Class 7C is an economic incentive granted by Cook County; the Village will not be asked to process or manage the incentive. Endorsement by the Village, however, is required. Accordingly, we respectfully request that the Village of Palatine support Enterprise's application for the Cook County incentive by providing a resolution of support from the Village Board.

Initially, the incentive lasts for five years; but the period may be extended upon endorsement of the Village and approval by the County.

Per the Commercial Urban Relief Eligibility (CURE) of the Cook County Real Estate Property Assessment Classification Code Section 74-63 (11) to qualify for the incentive, a project must meet the following criteria:

1. **Real Estate Tax Analysis:** The property's Assessed Value, Equalized Assessed Value, or Real Estate taxes have declined or remained stagnant for three of the last six years due to the depressed condition of the property;
2. **Viability and Timeliness:** Applicant must demonstrate that if the Class 7C is granted, the commercial development project: (a) is reasonably expected to be viable; and (b) likely to go forward on a reasonably timely basis; and (c) will result in the economic enhancement of the property.
3. **Assistance and Necessity:** Applicant must demonstrate that "*but for*" the Class 7C incentive, the commercial development would not go forward, and that the commercial development is likely to be economically feasible when the incentive expires.
4. **Increased Tax Revenue and Employment:** Applicant must demonstrate that as a result of the incentive and commercial development, real property tax revenue and employment at the property ultimately will increase.

January 5, 2015

Jacobs

Page 2 of 2

The proposed Enterprise project conforms to the foregoing criteria and is therefore eligible for the Class 7C incentive. Without the incentive, however, the project is not economically viable, and Enterprise is not likely to proceed with the development.

We would be grateful for the Village Board's endorsement of the application, and we request that the Board consider a resolution of support at its earliest convenience.

Thank you,

Amy Kurson

Attachment: Enterprise - Initial Request for Resolution of Support for 7C (2234 N. Rand Road - Enterprise 7C Extension)



CLASS 7c

ELIGIBILITY BULLETIN

The Class 7c Incentive and Its Benefits

The Class 7c Incentive – Commercial Urban Relief Eligibility (CURE) of the Cook County Real Property Assessment Classification Ordinance ("Ordinance") is intended to encourage commercial projects which would not be economically feasible without assistance. The five-year (5) incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated; the utilization of vacant structures abandoned for at least twelve (12) months, including the land upon which they are situated; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value, including qualified land related to the rehabilitation.

Projects which qualify for the Class 7c incentive will receive a reduced assessment level of ten percent (10%) of fair market value for the first three years, fifteen percent (15%) for the fourth year and twenty percent (20%) for the fifth year. Without this incentive, commercial property would normally be assessed at twenty-five percent (25%) of its market value.

The Class 7c incentive is available to "real estate used primarily for commercial purposes", which is defined in the Ordinance as:

"Any real estate used primarily for buying and selling of goods and services, or for otherwise providing goods and services, including any real estate used for hotel and motel purposes."
[74-62]

Where projects qualify for the incentive as new construction or reoccupied abandoned property, the incentive will apply to them in their entirety, including the land upon which they are located. For projects involving substantial rehabilitation of existing structures, the incentive applies to the added value which is attributable to the rehabilitation and to the land, if vertical or horizontal square footage has been added, in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** The reduced assessment continues for five years from the date that the new construction or substantial rehabilitation is completed and substantial occupied or, in the case of abandoned property, from the date of substantial reoccupation.

Under the Ordinance, "abandoned property" qualifies if it consists of:

"Buildings and other structures that, after having been vacant and unused for at least 12 continuous months."

Abandonment for twelve (12) consecutive months may be evidenced by utility bills, Internal Revenue Service statements, certified business statements, and records of building code violations. Proof of re-

occupancy may be evidenced by sworn statements from persons with knowledge, occupancy permits and utility statements.

Eligibility Requirements

The four (4) mandatory eligibility factors of the Ordinance are as follows:

1. Real Estate Tax Analysis:

That the Property's (the real estate that is subject of the Incentive application) Assessed Value, Equalized Assessed Value or Real Estate taxes for three of the last six years, have declined or remained stagnant due to the depressed condition;

2. Viability and Timeliness:

There is a reasonable expectation that the development, re-development or rehabilitation of the commercial development project is viable and likely to go forward on a reasonably timely basis if granted Class 7c designation and will therefore result in the economic enhancement of the property. Therefore, submitted evidence of economic viability and timely completion of the project should be relevant and specific in addressing the following points:

A. New Construction and Rehabilitation Incentive

- i) **Construction Documentation:** architectural exhibits and building plans; site plans demonstrating the relationship of the proposed development to its private and public surroundings including open spaces, service areas, driveways, parking areas, walks and adjacent streets, sidewalks and buildings; a description of structures to be demolished and of buildings to be rehabilitated or reoccupied. The applicant must provide a development schedule which at least includes the starting date of construction, the projected completion of construction and the projected date for occupancy.
- ii) **Financial Documentation:** Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.
- iii) **Owners, Developers, Prime Tenants and other Interested Parties:** The business experience and financial strength of the participants is important to the project's viability. The applicant should therefore provide sufficiently detailed information about the developers, owners, prime tenants, and any other interested parties, including their names and addresses. Information about owners must include all general and limited partners and beneficiaries of a land trust. Any material, legal or tax liabilities, which might affect the project's viability must be disclosed.

B. Vacancy Incentive:

- i. **Evidence of Vacancy:** The development must be vacant for 12 months or more.
- ii. **Evidence of Marketing:** Documents evidencing that the property was marketed for 6 months or more.
- iii. **Financial Documentation:** Income Tax Statements for the last three (3) years, including Schedule E's and/or recent appraisals. A description of any lawful, participation agreement between the developer and any taxing districts for the sharing of future profits should also be included.

3. Assistance and Necessity:

Certification of the commercial development project for Class 7c designation will:

A. "But For" Certification: The Incentive materially assists development, redevelopment or rehabilitation of the property and the commercial development property would not go forward without the full Incentive offered under Class 7c.

B. Condition Subsequent Certification: Be economically feasible when the incentive expires.

4. Increased Tax Revenue and Employment:

Certification of the commercial development project for Class 7c designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities of the property. The applicant must supply a statistical analysis projecting the added real estate tax revenue and employment which will result from the development, with and without the incentive. Employment figures should be categorized to show projections for new full and part-time employment and for temporary construction employment.

Application Procedures

An Eligibility Application for Class 7c, accompanied by supporting documentation, must be submitted to the Assessor and the Bureau of Economic Development prior to the commencement of construction, rehabilitation or reoccupation. At the time of filing the application, a filing fee of \$500.00 must be paid.

The Application must include a resolution or ordinance from the municipality where the real estate is located or from the Cook County Board of Commissioners if the real estate is located in an unincorporated area.

The resolution or ordinance must expressly state that the municipality has reviewed the Incentive Classification Initial Questionnaire (IC - IQ), and that the four eligibility factors which must be present to demonstrate that the area is "in need of commercial development" are satisfied and that the municipality consents to and supports the Application.

To be eligible for a Certificate of Error (when applicable), the municipal resolution must explicitly state that they are in support of its issuance.

Where EDAC fails to return a finding stating whether the conditions of Subsection (a)(1) to (a)(4) of the ordinance are present within 30 days, and upon further application of the requesting party to the Assessor's Office, the Assessor may conduct its own review of the application, supporting data and facts and may certify the commercial development for incentive classification and grant the incentive.

During the term of the incentive, the Class 7c recipient must file an annual affidavit attesting to the use of the property and the number of workers employed at the Class 7c site. The affidavit must be verified and returned to the Assessor within twenty-one (21) days. Failure to file the triennial report within that time will result in the loss of the incentive.

Class 7c classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located (or by the County Board, if the property is located in an unincorporated area of Cook County). The resolution or ordinance must expressly state that the municipality or County, as the case may be, supports and consents to the renewal of the Class 7c incentive and that it has determined that use of the property is necessary and beneficial to the local economy. The notice of intent to request a renewal will be submitted to the Bureau of Economic Development. The owners must notify the Bureau of Economic Development of their intent to request this renewal prior to their requesting a resolution or ordinance from the municipality or County Board. An additional resolution will be required from the Economic Development Advisory Committee (EDAC). The number of renewal period requests is limited to one.

Please note that the incentive is cancellable by the taxpayer and revocable by the Assessor's Office, the Cook County Board or by the Municipality as provided by Ordinance. If the incentive is canceled or revoked, the taxpayer is required to pay back the savings, which is the difference between the incentive class and the classification the property would have been without the incentive, for the tax year that the cancellation or revocation occurred.

Consider a Motion to Accept a Perpetual Water Main Easement within the Little City Campus

BACKGROUND:

In 1992, the Little City Foundation and the Village of Palatine entered into an agreement for Little City to connect its potable water distribution system to the Village's water system and obtain Village water service. A First Amended Agreement was entered into in 2013. The Village and Little City are seeking to amend the existing agreements in order to allow for additional easements to facilitate an interconnection with the Village of Hoffman Estates.

KEY ISSUES:

- A detailed engineering study was completed as a joint venture between Hoffman Estates and Palatine, identifying the need to interconnect the two communities to improve reliability for local emergencies, or any supply interruption, as the two communities obtain Lake Michigan water from differing sources.
- A portion of the existing watermain would be replaced with larger diameter transmission watermain. Some additional new watermain would be constructed within the campus.
- In order to maintain a safe and reliable water system, the Village will accept ownership and maintenance of select portions to the installed water system after construction.
- A temporary public utility easement is required for the Village to construct the new water main and a perpetual easement is required to confirm ownership of portions of the new water main and allow access for future maintenance.
- Design engineering will proceed subsequent to this agreement being approved.

ALTERNATIVES:

1. Accept the perpetual easement.
2. Do not accept the perpetual easement.

RECOMMENDATION:

Staff recommends acceptance of the perpetual water main easement for the Little City campus.

ACTION REQUIRED:

Motion to accept a grant of a perpetual water main easement for the Little City campus.

ATTACHMENTS:

- Proposed Second Amended Agreement
- Proposed Improvements
- 1992 Agreement
- 2013 First Amended Agreement

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

Patrick T. Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison St. / Suite 5300
Chicago, Illinois 60602

THE ABOVE SPACE FOR RECORDER'S USE

**SECOND AMENDED AGREEMENT BETWEEN THE
VILLAGE OF PALATINE AND LITTLE CITY FOUNDATION FOR WATER SERVICE**

This Second Amended Agreement by and between the Village of Palatine (hereinafter referred to as the "Village"), 200 E. Wood Street, Palatine, Illinois, and Little City Foundation, an Illinois not-for-profit corporation, Palatine, Illinois (hereinafter referred to as "Little City").

WITNESSETH:

WHEREAS, the Village owns and operates a water utility system serving both Village residents and residents of unincorporated territory adjacent to the Village; and

WHEREAS, Little City owns and operates a residential facility for developmentally disabled persons, in close proximity to the Village and immediately adjacent to the Village's water mains, on property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, in 1992 the Village and Little City entered into an agreement for Little City to connect its potable water distribution system to the Village water system and obtain Village water service and the Village agreed to such connection pursuant to certain provisions (the "1992 Agreement"); and

WHEREAS, in 2013, the Village and Little City entered into a First Amended Agreement for water service (the "2013 Agreement"); and

WHEREAS, the Village and Little City seek to further amend the existing agreements for the purpose of providing an interconnection of water systems with the Village of Hoffman Estates and install a replacement water main.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Village, at its expense, will install all water mains and facilities, including hydrants and meters, required for the expansion and connection of its potable water distribution system to the Village's water system thus enabling additional water service to be provided to the Subject Property and to further provide a water interconnect with the Village of Hoffman Estates. Said installation shall comply with Village codes and regulations.

2. Attached hereto as Exhibit B are a depiction of the expanded water service area and facilities. In addition to what is currently owns, Little City will own and maintain all water system improvements, connections and service lines shown in red on Exhibit B. A permanent easement (set forth below) for the continued maintenance thereof and for the Village facility, shall be conveyed to the Village. The Village will own and maintain the water system improvements, connections and lines set forth in yellow on Exhibit B.

3. The Village shall obtain all required permits for said installation, including a permit from the Illinois Environmental Protection Agency.

4. Water meters will be purchased from the Village and installed by Little City, pursuant to Village specifications, in all buildings on the Subject Property which utilize potable water.

5. Little City shall pay the Village's standard connection, extension, and meter fees in accordance with the Fee Schedule Supplement to the Village Code of Ordinances, as amended from time to time.

6. Little City shall pay for all water usage, as measured by the installed water meters at the rate for all premises not within the Village as defined by the Village Code of Ordinances and as amended from time to time. Should the Subject Property be annexed to the Village, Little City shall pay for all water usage at the Village's tax exempt water rates as amended from time to time.

7. Little City hereby grants the Village a temporary construction easement and perpetual easement on, over, under and across areas on either side of and containing all existing, proposed or future water mains, services and appurtenances thereto for the construction, control, maintenance (including to ensure that there are no cross-connections that threaten contamination of the Village's water system) and repair of the water system improvements and facilities located therein and owned and maintained by Village and/or Little City. For the protection of the developmentally disabled persons residing at Little City, in the event the Village causes such repair and maintenance to be performed, those persons performing the work will be escorted while on the Subject Property by a representative of the Little City administration. The Village agrees to provide 14 days advance notice to Little City prior to any work commencing. Further, it is agreed that the Village bears no degree of responsibility for the quality of water beyond the meter connection point to the Little City system. The easements granted pursuant to this paragraph are set forth on Exhibit C and shall be in full force and effect upon the execution of this Agreement.

8. Little City agrees not to annex the Subject Property to any municipality other than the Village without the approval of the Village of Palatine Village Council. It is understood that Little City will not seek annexation to the Village unless: 1) said annexation is consistent with any boundary agreement(s) entered into between the Village of Palatine and the Village of Inverness, and ii) unless said property is contiguous.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. The Village's obligation to provide water to Little City is subject to the requirements, procedures and policies applied to all unincorporated water customers of the Village. Further, Little City expressly acknowledges that this Water Service Agreement and the Village's ability to resell water may be limited by the Village's agreements with the Northwest Water Commission and by any water conservation measures imposed by the Village, the United States of America, the State of Illinois, or any governmental body or agency having jurisdiction thereof.

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

12. Little City shall not assign or transfer this Agreement or any rights, obligations or interest herein without the written consent of the Village, which consent will not be unreasonably withheld or delayed.

13. This Agreement shall become effective at such time as the corporate authorities of the Village has authorized its Mayor to execute the Agreement and shall continue in force and effect for a period of twenty-five (25) years from the date of execution, but in no event longer than the term of the Agreement with the Northwest Water Commission and the term of the Intergovernmental Agreement. Provided however, that the easement rights granted pursuant to this Agreement shall be perpetual.

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

14. In the event of a conflict between this Second Amendment and the 1992 Agreement or the 2013 Agreement the terms of this Second Amendment shall control.

15. This Agreement may be recorded by the Village.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

VILLAGE OF PALATINE

By: _____
Its Mayor

ATTEST:

Village Clerk

LITTLE CITY FOUNDATION

By:  _____
Its: Executive Director

ATTEST:

Controller

F:\PTBrankin\PALATINE\Little City\Little City-Palatine-Water Agreement-Second Amended 9.30.19 Clean.docx

Attachment: Proposed Second Amended Agreement (Easement for Water Main in Little City Campus)

EXHIBIT A
Legal Description

EXHIBIT B

Connections and Service Lines

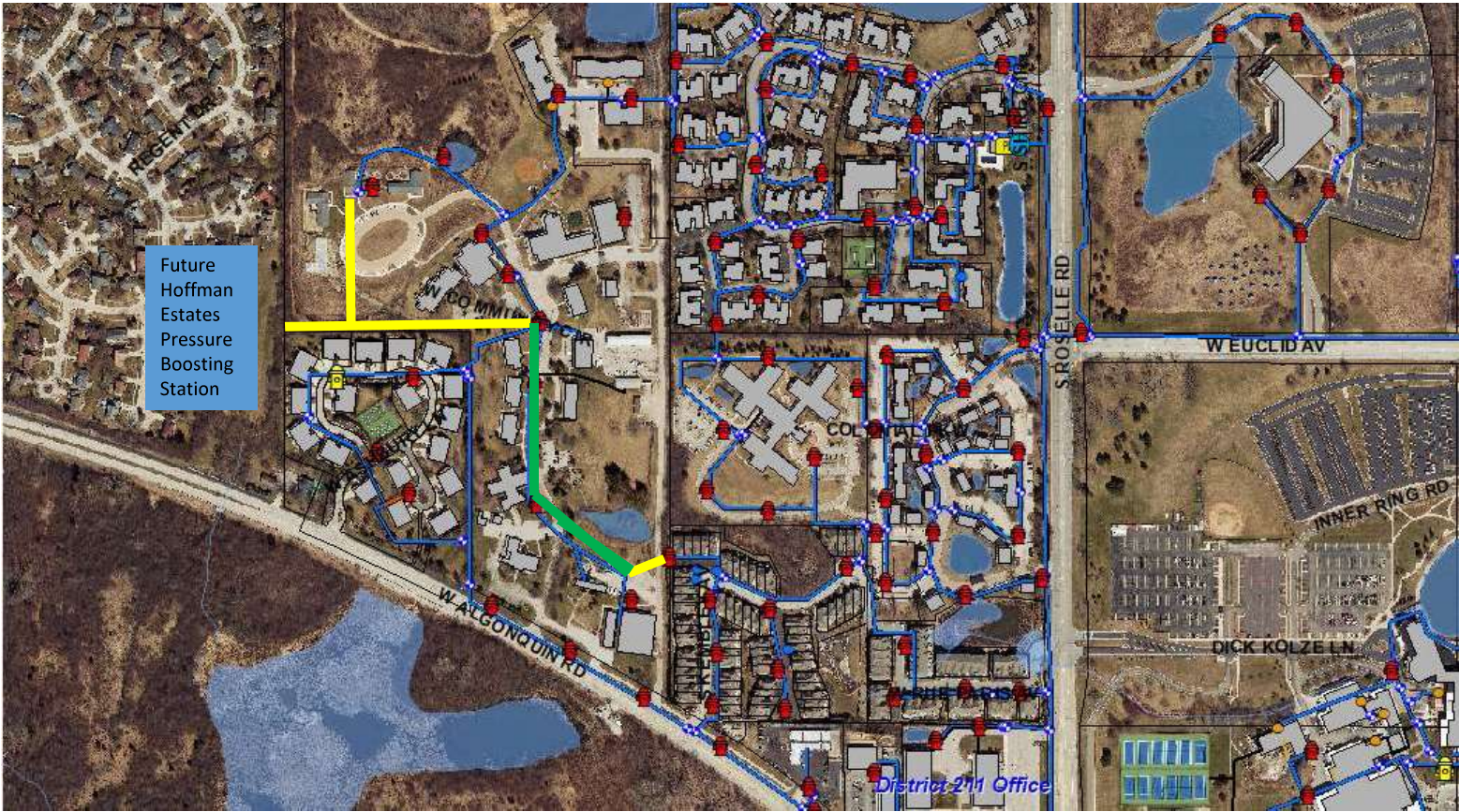
Attachment: Proposed Second Amended Agreement (Easement for Water Main in Little City Campus)

EXHIBIT C

Village's Standard Connection, Extension and Meter Fees

Attachment: Proposed Second Amended Agreement (Easement for Water Main in Little City Campus)

Little City Proposed Improvements



Replaced and upsized Watermain in existing easement

New Watermain in proposed easement 2

Attachment: Proposed Improvements (Easement for Water Main in Little City Campus)

RESOLUTION NO. R-34-92

A RESOLUTION AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF PALATINE AND
LITTLE CITY FOUNDATION CONCERNING
PROVIDING PUBLIC WATER TO LITTLE CITY FOUNDATION
AND OTHER CONDITIONS

BE IT RESOLVED by the President and Board of Trustees of the Village of Palatine, Cook County, Illinois, that the Village of Palatine enter into an agreement with Little City Foundation, a true copy of which is attached hereto and made a part hereof concerning inter alia providing water service to the Little City Foundation; and

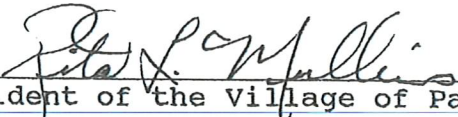
That the President and Village Clerk are hereby authorized and directed to execute said Agreement on behalf of the Village of Palatine; and

That the Clerk is directed to record said Agreement.

PASSED: This 11th day of May, 1992.

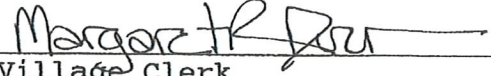
AYES: 4 NAYS: 0 ABSENT: 2 PASS: 0

APPROVED BY ME THIS 11th day of May, 1992.



President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 11th day of May, 1992.



Village Clerk

Attachment: 1992 Agreement (Easement for Water Main in Little City Campus)

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

This Agreement by and between the Village of Palatine (hereinafter referred to as the "Village"), 200 E. Wood Street, Palatine, Illinois, and Little City Foundation, an Illinois not-for-profit corporation, Palatine, Illinois (hereinafter referred to as "Little City");

W I T N E S S E T H:

WHEREAS, the Village owns and operates a water utility system serving both Village residents and residents of unincorporated territory adjacent to the Village; and

WHEREAS, Little City owns and operates a residential facility for developmentally disabled persons, in close proximity to the Village and immediately adjacent to the Village's water mains, on property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, Little City desires to connect its potable water distribution system to the Village water system and obtain Village water service and the Village is agreeable to such connection pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Little City, at its expense, will install all water mains

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

and facilities, including hydrants and meters, required for the connection of its potable water distribution system to the Village's water system thus enabling water service to be provided to the Subject Property, as shown on Exhibit "B" attached hereto and made a part hereof. Said installation shall comply with Village codes and regulations and shall be subject to approval of the Village Engineer.

2. Little City will own and maintain all water system improvements on its own property, excluding the connections and service lines interconnecting the Village water main within the Shires of Inverness to the Ashbury Subdivision. The connections and service lines are shown in red on Exhibit "C," which portion, together with a permanent easement (in form satisfactory to the Village) for the continued maintenance thereof, shall be conveyed to and become the property of the Village, by deed or bill of sale satisfactory to the Village.

3. Little City shall obtain all required permits for said installation, including a permit from the Illinois Environmental Protection Agency.

4. Upon completion of the installation, and approval and acceptance thereof by the Village, Little City will abandon and seal its existing well, and provide the Village with certification from a State of Illinois licensed well driller that the sealing of said

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

well complies with all applicable laws and regulations. Concurrent with such abandonment and sealing, the Village shall provide water service to Little City. Water meters will be purchased from the Village and installed by Little City, pursuant to Village specifications, in all buildings on the Subject Property which utilize potable water.

5. Little City shall pay the Village's standard connection, extension, and meter fees as shown on Exhibit "D" attached.

6. Little City shall pay for all water usage, as measured by the installed water meters at the Village's non-resident user water rates from time to time in effect. Should the Subject Property be annexed to the Village, Little City shall pay for all water usage at the Village's tax exempt water rates from time to time in effect.

7. Little City hereby grants the Village a perpetual easement on, over, under and across areas ten (10) feet in width on either side of all existing, proposed or future water mains, services and appurtenances thereto for the control, maintenance and repair of the water system improvements and facilities located therein and owned and maintained by Little City; provided, however, that the Village shall perform repair and maintenance work only to avoid or terminate a public health or safety emergency resulting from Little City's

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

failure to repair and maintain the same, following prior written notice by the Village to do so. For the protection of the developmentally disabled persons residing at Little City, in the event the Village causes such repair and maintenance to be performed, those persons performing the work will be escorted while on the Subject Property by a representative of the Little City administration. The Village's reasonable cost and expense of such maintenance work shall be paid by Little City. If not paid when due and after notice of default having been sent to Little City, then the cost of such maintenance work shall constitute a lien upon the Subject Property, and the Village may file a notice of such lien with the Recorder of Deeds of Cook County, Illinois, and may enforce said lien in the manner provided by law.

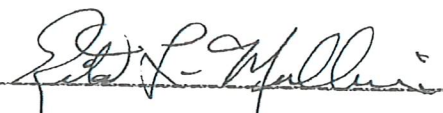
8. Little City agrees not to annex the Subject Property to any municipality other than the Village without the approval of the Village of Palatine Board of Trustees. It is understood that Little City will not seek annexation to the Village unless: i) said annexation is consistent with any boundary agreement(s) entered into between the Village of Palatine and the Village of Inverness and ii) unless said property is contiguous.

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

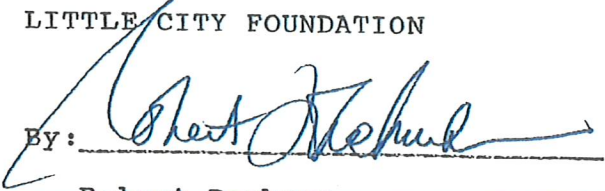
VILLAGE OF PALATINE

By: 
Its President

ATTEST:


Village Clerk

LITTLE CITY FOUNDATION

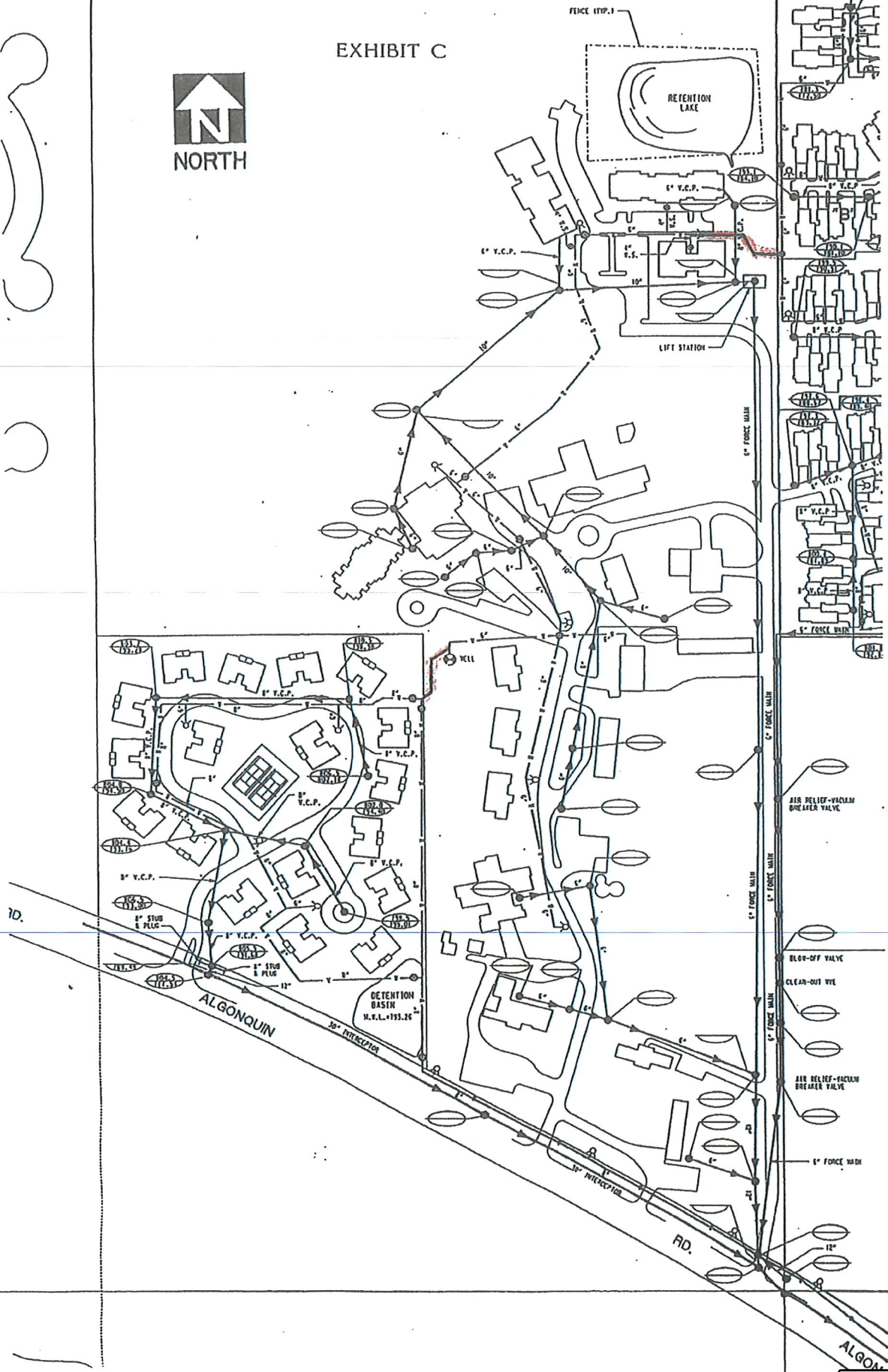
By: 
Robert Dachman

Its Executive Director

ATTEST:


Abraham Eshkenazi, Controller

EXHIBIT C



Attachment: 1992 Agreement (Easement for Water Main in Little City Campus)

EXHIBIT DLITTLE CITY FOUNDATION

REVISED 12/4/91
 REVISED 12/20/91
 REVISED 1/9/92

INDIVIDUAL WATER METER COSTS

<u>BUILDING</u>	<u>TAP SIZE</u>	<u>METER SIZE</u>	<u>CONNECTION FEE, \$</u>	<u>METER FEE, \$</u>	<u>EXTENSION FEE, \$</u>	<u>TOTAL COST, \$</u>
Administration	1"	1"	215	178	493	886
Florarium	1"	3/4"	215	79	316	610
AVSC	1 1/2"	1 1/4"	415	178	711	1,304
VDW	1"	3/4"	215	79	316	610
Spruce	1 1/2"	1 1/4"	415	178	711	1,304
Maintenance	1"	3/4"	215	79	316	610
Evergreen	1"	1"	215	178	493	886
EDC	2 1/2"	2"	900	1,605	2,844	5,349
Rec. Center	2"	1 1/2"	630	426	1,264	2,320
Kitchen	1 1/2"	1 1/4"	415	178	711	1,304
Cedar	2"	1 1/2"	630	426	1,264	2,320
Pine	1"	1"	215	178	493	886
Birchwood	1"	1"	215	178	493	886
Maple	1"	1"	215	178	493	886
Redwood	3"	2"	1,235	1,605	2,844	5,684
Dental	1"	3/4"	215	79	316	610
North Building	1 1/2"	1 1/2"	415	426	1,264	2,105
South Building	1 1/2"	1 1/2"	415	426	1,264	2,105
West Building	1 1/2"	1 1/2"	415	426	1,264	2,105
Country Store	1"	3/4"	215	79	316	610
Exterior Maintenance Building	1"	3/4"	215	79	316	610
TOTALS			\$8,250.00	\$7,238.00	\$18,502.00	\$33,990.00

Attachment: 1992 Agreement (Easement for Water Main in Little City Campus)

EAL

FOR Flood & Water Comm. FROM: Adminis. DATE: 4/27/92

ORDINANCE	DESCRIPTION:	REVIEW OF AGREEMENT BETWEEN
		VILLAGE OF PALATINE AND
RESOLUTION		LITTLE CITY FOUNDATION FOR THE
		PROVISION OF WATER TO LITTLE CITY
MOTION		AND OTHER TERMS AND CONDITIONS
PUBLIC HRG.		
DISCUSSION		

 COMMITTEE ACTION: UNANIMOUS APPROVAL DATE 4-27-92

BACKGROUND From time to time since 1986 Administration and representatives from Little City have discussed the provision of Village water service to the Little City Foundation. These discussions have culminated in the attached Agreement.

DISCUSSION The Agreement provides in relevant part that Little City, at its expense, will install all watermains and facilities fully in compliance with all Village codes and regulations; Little City will own and maintain all water system improvements on its property with the Village receiving an easement from Little City to permit maintenance in the event that Little City fails to maintain said lines; Little City will further abandon and seal its existing well in compliance with all applicable laws and regulations; Little City will pay the standard Village connection, extension and meter fees as indicated by Exhibit D; Little City shall pay the non-resident user water rates until such time it is annexed into the Village; Little City agrees not to annex the subject property to any other municipality without the Village's approval; and future annexation to any Village is conditioned on consistency of said annexation with the boundary agreement between Palatine and Inverness.

ALTERNATIVES 1. Approve the Agreement with Little City
 2. Do not approve the Agreement.

RECOMMENDATION OR CONCLUSION It is recommended that the Village authorize the Village President to sign the agreement.

BUDGET IMPACT \$34,000 in connection fees and non-resident user fees.

ACTION REQUIRED Resolution authorizing the execution of an agreement between the Village of Palatine and Little City Foundation.

Attachment: 1992 Agreement (Easement for Water Main in Little City Campus)

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

This Agreement by and between the Village of Palatine (hereinafter referred to as the "Village"), 200 E. Wood Street, Palatine, Illinois, and Little City Foundation, an Illinois not-for-profit corporation, Palatine, Illinois (hereinafter referred to as "Little City");

W I T N E S S E T H:

WHEREAS, the Village owns and operates a water utility system serving both Village residents and residents of unincorporated territory adjacent to the Village; and

WHEREAS, Little City owns and operates a residential facility for developmentally disabled persons, in close proximity to the Village and immediately adjacent to the Village's water mains, on property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, Little City desires to connect its potable water distribution system to the Village water system and obtain Village water service and the Village is agreeable to such connection pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Little City, at its expense, will install all water mains

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

and facilities, including hydrants and meters, required for the connection of its potable water distribution system to the Village's water system thus enabling water service to be provided to the Subject Property, as shown on Exhibit "B" attached hereto and made a part hereof. Said installation shall comply with Village codes and regulations and shall be subject to approval of the Village Engineer.

2. Little City will own and maintain all water system improvements on its own property, excluding the connections and service lines interconnecting the Village water main within the Shires of Inverness to the Ashbury Subdivision. The connections and service lines are shown in red on Exhibit "C," which portion, together with a permanent easement (in form satisfactory to the Village) for the continued maintenance thereof, shall be conveyed to and become the property of the Village, by deed or bill of sale satisfactory to the Village.

3. Little City shall obtain all required permits for said installation, including a permit from the Illinois Environmental Protection Agency.

4. Upon completion of the installation, and approval and acceptance thereof by the Village, Little City will abandon and seal its existing well, and provide the Village with certification from a State of Illinois licensed well driller that the sealing of said

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

well complies with all applicable laws and regulations. Concurrent with such abandonment and sealing, the Village shall provide water service to Little City. Water meters will be purchased from the Village and installed by Little City, pursuant to Village specifications, in all buildings on the Subject Property which utilize potable water.

5. Little City shall pay the Village's standard connection, extension, and meter fees as shown on Exhibit "D" attached.

6. Little City shall pay for all water usage, as measured by the installed water meters at the Village's non-resident user water rates from time to time in effect. Should the Subject Property be annexed to the Village, Little City shall pay for all water usage at the Village's tax exempt water rates from time to time in effect.

7. Little City hereby grants the Village a perpetual easement on, over, under and across areas ten (10) feet in width on either side of all existing, proposed or future water mains, services and appurtenances thereto for the control, maintenance and repair of the water system improvements and facilities located therein and owned and maintained by Little City; provided, however, that the Village shall perform repair and maintenance work only to avoid or terminate a public health or safety emergency resulting from Little City's

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

failure to repair and maintain the same, following prior written notice by the Village to do so. For the protection of the developmentally disabled persons residing at Little City, in the event the Village causes such repair and maintenance to be performed, those persons performing the work will be escorted while on the Subject Property by a representative of the Little City administration. The Village's reasonable cost and expense of such maintenance work shall be paid by Little City. If not paid when due and after notice of default having been sent to Little City, then the cost of such maintenance work shall constitute a lien upon the Subject Property, and the Village may file a notice of such lien with the Recorder of Deeds of Cook County, Illinois, and may enforce said lien in the manner provided by law.

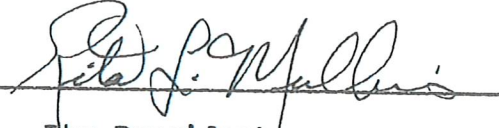
8. Little City agrees not to annex the Subject Property to any municipality other than the Village without the approval of the Village of Palatine Board of Trustees. It is understood that Little City will not seek annexation to the Village unless: i) said annexation is consistent with any boundary agreement(s) entered into between the Village of Palatine and the Village of Inverness and ii) unless said property is contiguous.

AGREEMENTVILLAGE OF PALATINE/LITTLE CITY FOUNDATION

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

VILLAGE OF PALATINE

By: 

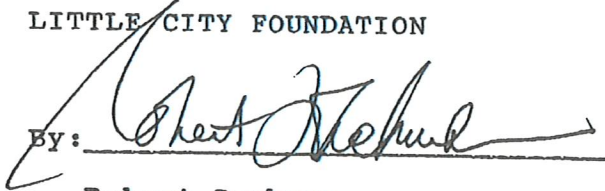
Its President

ATTEST:



Village Clerk

LITTLE CITY FOUNDATION

By: 

Robert Dachman

Its Executive Director

ATTEST:



Abraham Eshkenazi, Controller

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

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

td.



Doc#: 1315049003 Fee: \$52.00
Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/30/2013 10:37 AM Pg: 1 of 8

Pins: 02-29-401-036
02-29-401-038
02-29-401-039

THE ABOVE SPACE FOR RECORDER'S USE

**FIRST AMENDED AGREEMENT BETWEEN THE
VILLAGE OF PALATINE AND LITTLE CITY FOUNDATION FOR WATER SERVICE**

This First Amended Agreement by and between the Village of Palatine (hereinafter referred to as the "Village"), 200 E. Wood Street, Palatine, Illinois, and Little City Foundation, an Illinois not-for-profit corporation, Palatine, Illinois (hereinafter referred to as "Little City").

WITNESSETH:

WHEREAS, the Village owns and operates a water utility system serving both Village residents and residents of unincorporated territory adjacent to the Village; and

WHEREAS, Little City owns and operates a residential facility for developmentally disabled persons, in close proximity to the Village and immediately adjacent to the Village's water mains, on property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, in 1992 the Village and Little City entered into an agreement for Little City to connect its potable water distribution system to the Village water system and obtain Village water service and the Village agreed to such connection pursuant to certain provisions; and

WHEREAS, the Village and Little City seek to amend the existing agreement for the purpose of expanding the area to be served in Little City and to amend other provisions.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Little City, at its expense, will install all water mains and facilities, including hydrants and meters, required for the connection of its potable water distribution system to the Village's water system thus enabling water service to be provided to the Subject Property. Said

installation shall comply with Village codes and regulations and shall be subject to approval of the Village Engineer.

2. Little City will own and maintain all water system improvements on its own property, excluding the connections and service lines interconnecting the Village water main within the Shires of Inverness to the Ashbury Subdivision. The connections and service lines are shown in red on Exhibit "B", which portion, together with a permanent easement (in form satisfactory to the Village) for the continued maintenance thereof, shall be conveyed to and become the property of the Village, by deed or bill of sale satisfactory to the Village.

3. Little City shall obtain all required permits for said installation, including a permit from the Illinois Environmental Protection Agency.

4. Water meters will be purchased from the Village and installed by Little City, pursuant to Village specifications, in all buildings on the Subject Property which utilize potable water.

5. Little City shall pay the Village's standard connection, extension, and meter fees in accordance with the Fee Schedule Supplement to the Village Code of Ordinances, as amended from time to time.

6. Little City shall pay for all water usage, as measured by the installed water meters at the rate for all premises not within the Village as defined by the Village Code of Ordinances and as amended from time to time. Should the Subject Property be annexed to the Village, Little City shall pay for all water usage at the Village's tax exempt water rates as amended from time to time.

7. Little City hereby grants the Village a perpetual easement on, over, under and across areas ten (10) feet in width on either side of all existing, proposed or future water mains, services and appurtenances thereto for the control, maintenance (including to ensure that there are no cross-connections that threaten contamination of the Village's water system) and repair of the water system improvements and facilities located therein and owned and maintained by Little City. For the protection of the developmentally disabled persons residing at Little City, in the event the Village causes such repair and maintenance to be performed, those persons performing the work will be escorted while on the Subject Property by a representative of the Little City administration. The Village's reasonable cost and expense of such maintenance work shall be paid by Little City. If not paid when due and after notice of default having been sent to Little City, then the cost of such maintenance work shall constitute a lien upon the Subject Property, and the Village may file a notice of such lien with the Recorder of Deeds of Cook County, Illinois, and may enforce said lien in the manner provided by law. Further, it is agreed that the Village bears no degree of responsibility for the quality of water beyond the meter vault of the connection point to the Little City system.

8. Little City agrees not to annex the Subject Property to any municipality other than the Village without the approval of the Village of Palatine Village Council. It is understood that Little City will not seek annexation to the Village unless: 1) said annexation is consistent with any boundary agreement(s) entered into between the Village of Palatine and the Village of Inverness, and ii) unless said property is contiguous.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. The Village's obligation to provide water to Little City is subject to the requirements, procedures and policies applied to all unincorporated water customers of the Village. Further, Little City expressly acknowledges that this Water Service Agreement and the Village's ability to resell water may be limited by the Village's agreements with the Northwest Water Commission and by any water conservation measures imposed by the Village, the United States of America, the State of Illinois, or any governmental body or agency having jurisdiction thereof.

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

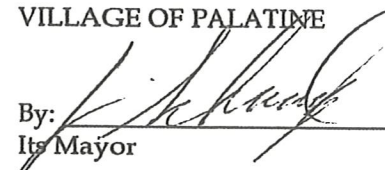
12. Little City shall not assign or transfer this Agreement or any rights, obligations or interest herein without the written consent of the Village, which consent will not be unreasonably withheld or delayed.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

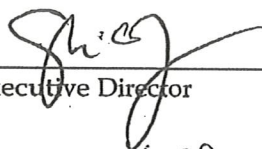
VILLAGE OF PALATINE

By: 
Its MayorJim Schwantz DATE 4/1/13
Printed Name

ATTEST:


Village ClerkMARGARET R. DUER DATE 4/1/13
Printed Name

LITTLE CITY FOUNDATION

By: 
Its: Executive DirectorShawn E. Jeffers DATE 3/21/13
Printed Name

ATTEST:


Chief Financial OfficerLinda LaPorte DATE 3/21/13
Printed Name

EXHIBIT A

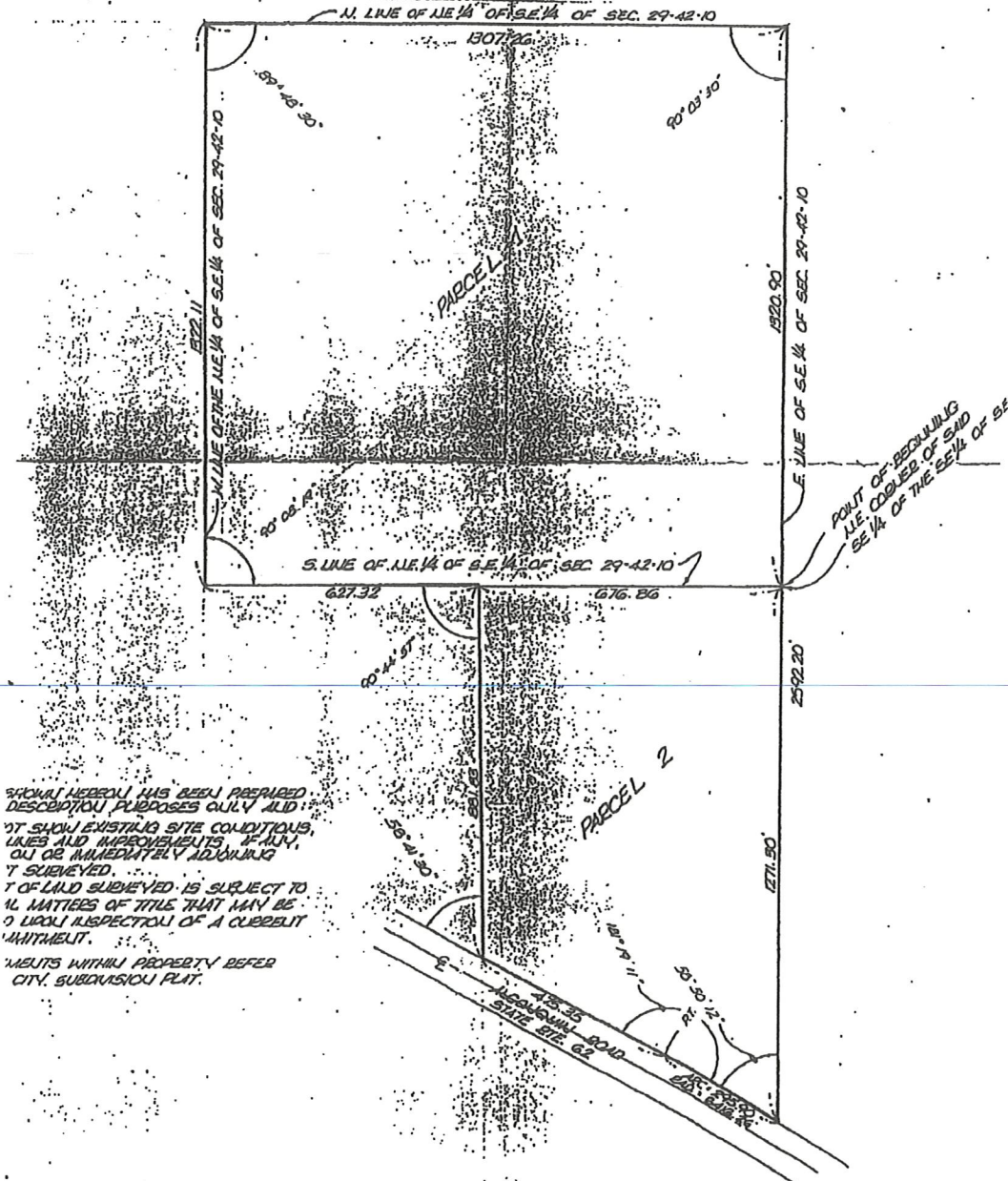
Plat of Survey

by
GENTILE and ASSOCIATES, INC.

registered land surveyors

55
LO
71
7A

PARCEL 1: THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 6416.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD (STATE ROUTE NO. 62); THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 6416.26 FEET FOR AN ARC DISTANCE OF 295.90 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 475.35 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 58 DEGREES 41 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE A DISTANCE OF 681.83 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; (SAID POINT BEING DISTANT 676.86 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER); THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 676.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (ALL LYING WITHIN LITTLE CITY SUBDIVISION)



SHOW HEREON HAS BEEN PREPARED
DESCRIPTION PURPOSES ONLY AND
IT SHOW EXISTING SITE CONDITIONS,
LINES AND IMPROVEMENTS, IF ANY,
ON OR IMMEDIATELY ADJOINING
THE SUBDIVISION.
THE LAND SUBDIVIDED IS SUBJECT TO
ALL MATTERS OF TITLE THAT MAY BE
ON RECORD OR INSPECTION OF A CURRENT
RECORD.

MENTS WITHIN PROPERTY REFER
CITY SUBDIVISION PLAT.

EXHIBIT B
Connections and Service Lines

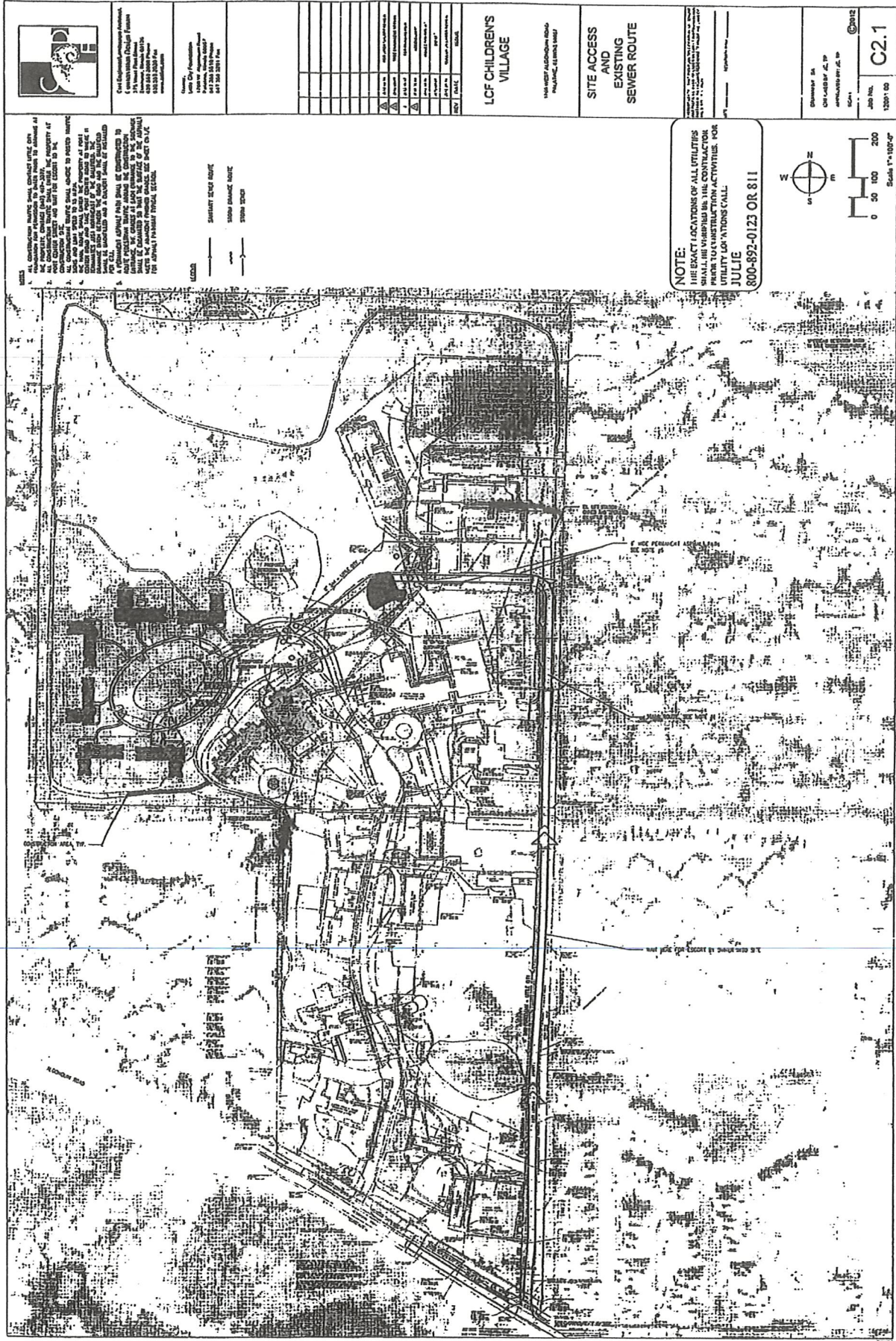


EXHIBIT C

Village's Standard Connection, Extension and Meter Fees**CY 2013 FEES FOR MUNICIPAL LICENSES AND SERVICES****CH.NO. ART.NO. SECT.NO. CLASSIFICATION****CHAPTER 19, Article I - Water and Sewer Services, In General****19 I 19-2 & 19-53 Turn-On Fees**

Between 8 am and 3 pm \$ 52

Between 3 pm and 8 am \$ 155

CHAPTER 19, Article II - Water and Sewer Services, Water**19 II 19-16 Per Unit Construction Fees for Water**

Unincorporated Properties \$ 132

19 II 19-19 Water system development surcharge. Based on Diameter of Service Pipes.

1 Inch \$ 351

1-1/2 Inches \$ 498

2 Inches \$ 1,027

2-1/2 Inches \$ 1,468

3 Inches \$ 2,014

3-1/2 Inches \$ 2,572

4 Inches \$ 3,392

5 Inches \$ 5,153

6 Inches \$ 7,322

8 Inches \$ 7,942

10 Inches \$ 19,903

12 Inches \$ 28,570

19 II 19-20 Water Tap and Meter Inspection Fee

Business and Manufacturing \$ 53

19-II 20 & 51 Business and Manufacturing***1 Inch Tap, 3/4 Inch Meter***

Meter \$ 335

Tap Fee \$ 278

Extension Fee \$ 508

1-1/2 Inch Tap, 1 Inch Meter

Meter \$ 384

Tap Fee \$ 278

Extension Fee \$ 792

EXHIBIT C (cont.)

2 Inch Tap, 1-1/2 Inch Meter

Meter \$ 682
 Tap Fee \$ 278
 Extension Fee \$ 2,030

3 Inch Tap, 2 Inch Meter

Meter \$ 839
 Tap Fee \$ 278
 Extension Fee \$ 4,567

4 Inch Tap, 3 Inch Meter

Meter \$ 2,054
 Tap Fee \$ 278
 Extension Fee \$ 8,117

6 Inch Tap, 4 Inch Meter

Meter \$ 3,430
 Tap Fee \$ 278
 Extension Fee \$ 18,265

19-II 20 Mileage Charge for Connection with Municipal Facility
 Per Acre or Fraction Thereof \$ 310

19-II 26 Unauthorized Use
 Water Rate per Gallon \$ 12.11

19-II 27 Penalty for Unauthorized Use
 Not Less Than \$ 52 but Not More Than \$ 776

19-II 62 (B) For All Services to Premises Not Within the Village
 Basic User Billing Charge, per Month \$ 2.31
 Water Consumption Charge, per 1,000 Gallons (Minimum Charge 5,000 Gallons)
 19-62 (B) (1) For Premises Outside of the Village not in Deer Park
 For the First 74,810 Gallons \$ 11.17
 For All Consumption Over 74,810 Gallons \$ 12.11

TYPE: MOTION SUBMITTED BY: ENG DATE: 4/1/13

DESCRIPTION: Consideration of a Motion Authorizing the Mayor to Execute the First Amendment to the Existing Water Service Agreement with the Little City Foundation

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☐	<i>Financially Stable Government</i>	☐	<i>Safe Place to Live</i>
☒	<i>Cost Effective Services Responsive to Citizens</i>	☐	<i>Downtown as a Community Focal Point</i>
☐	<i>Open Government w/ Involved Citizens</i>	☒	<i>Regional Partnerships</i>

COMMITTEE ACTION:

DATE:

BACKGROUND:

In 1992, the Village and Little City entered into an agreement for Little City to connect its potable water distribution system to the Village's water system. Little City is now planning to construct six new residential buildings.

KEY ISSUES:

An amendment to the original Water Service Agreement was drafted to allow service to these new buildings and also specifying items of responsibility. Little City Foundation has agreed to and executed the proposed amendment to the existing agreement.

ALTERNATIVES:

1. Authorize the Mayor to Execute the First Amendment to the Water Service Agreement.
2. Refer back to Staff with comment.

RECOMMENDATION:

Staff recommends authorizing the execution of the proposed amendment to the existing Water Service Agreement.

BUDGET IMPACT:

Little City will install, own, and maintain the water system on their property, but for two small segments on the east and west ends of the property where the system connects to the Shires of Inverness and the Ashbury Country Homes systems. These segments are owned by the Village of Palatine. The Village will have emergency maintenance rights to enter and repair the Little City water system should Little City fail to do so. Little City will pay for the water usage at the rate established for premises outside the Village limits.

ACTION REQUIRED:

Motion authorizing the Mayor to execute the First Amendment to a Water Service Agreement with Little City Foundation to provide water service for six additional residential buildings.

(4/10/2013) Doris Sadik - Re: Little City Foundation Water Service Agr.

Page 1

From: Michael Danecki
To: Doris Sadik
Date: 4/10/2013 3:18 PM
Subject: Re: Little City Foundation Water Service Agr.

First Amended Agr.

02-29-401-036-0000
02-29-401-038-0000
02-29-401-039-0000

>>> Doris Sadik 04/10/2013 3:11 PM >>>

Mike,

In order for me to record this First Amend. to the above water agreement, I need to include the pin numbers on the document. The original agr. was done by resolution and was not recorded. Do you know the pin numbers?

Doris

Attachment: 2013 First Amended Agreement (Easement for Water Main in Little City Campus)

Consider a Motion to Extend the Contract for 2019-2020 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks

BACKGROUND:

In 2017, Public Works solicited proposals for snow removal and ice control services for the designated lots, streets, and sidewalks within the downtown area, the Metra train station, the ground level of the Gateway Center, and designated Village-wide arterial sidewalks. The contract was awarded to Brian Edward Landscaping, Incorporated of Palatine, Illinois with renewal options for up to four additional years.

KEY ISSUES:

- Brian Edward Landscaping has agreed to an extension for the 2019-2020 winter season with no increase in hourly rate costs. Adjustments are requested for the cost of melting agents. The original agreement was structured at \$11.95 per 50 pound bag of magnesium coated sodium chloride. The requested cost for the 2019/2020 contract is \$14.30 per bag. During the 2015/2016 season, the Village switched from magnesium chloride to magnesium coated sodium chloride. Even with the increase for this upcoming season, it is still \$2 less per bag than using magnesium chloride.
- The 2017-2018 winter season was the first year of the contract. This would be the second renewal from 2019-2020.
- In the past, the effort made by Brian Edward Landscaping has been outstanding in that few, if any, real complaints were received from the public.
- The total cost for the 2018-2019 winter season was \$86,959.60, of which \$60,279.10 was spent on the downtown areas, \$19,382.50 on the train station and Gateway Center, and \$7,298 on arterial sidewalks.

ALTERNATIVES:

1. Extend the contract for Snow and Ice Control Services with Brian Edward Landscaping for one additional winter season.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the contract for Snow and Ice Control Services with Brian Edward Landscaping, Incorporated be extended for one additional winter season.

BUDGET IMPACT:

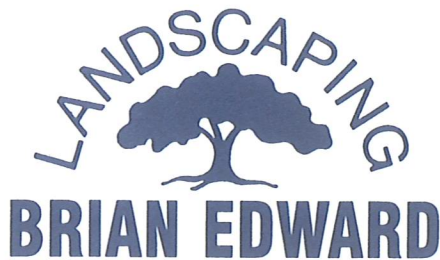
Funds in the amount of approximately \$163,525 are allocated in the 2019 Public Works Operating Budget for contractual snow and ice control services for these areas.

ACTION REQUIRED:

Motion to extend the contract for Snow and Ice Control Services for one additional season with Brian Edward Landscaping, Incorporated of Palatine, Illinois for downtown Palatine, the Metra train station, ground level of the Gateway Center, and arterial sidewalks for the 2019-2020 winter season.

ATTACHMENTS:

- Contract Extension Letter



550 W. Wood Street
Palatine, Illinois 60067

847/358-2835
Fax 847/358-2897

October 02, 2019

Village of Palatine
200 East Wood Street
Palatine, IL 60067

Subject: Snow/Ice Control for Train Station, ground level of the Gateway Parking Deck, downtown Palatine, and the arterial sidewalks

Dear Mr. Barry

The purpose of this letter is in response to your inquiry about the upcoming snow contracts for the winter season. We would like to continue our arrangement with Village as in past years with the same hourly equipment pricing. The ice melt product we have been currently using with success for the past years has now increased in cost. For the upcoming year the cost per bag will be \$14.30 each. With this increase, we are still over \$2.00 per bag less than the previous product that was utilized over 5 years ago. We thank you for the business and look forward to working again with you and your staff to service the Village in the upcoming seasons.

Sincerely,

Brian Budzisz, Pres.
Brian Edward Landscaping, Inc.

Attachment: Contract Extension Letter (2019-2020 Snow and Ice Control Services Contract Extension)

Consider a Resolution to Approve an Intergovernmental Agreement Between the Village of Palatine and the Palatine Township Road District for Snow and Ice Control Services

BACKGROUND:

Several years ago, the Palatine Township Road District approached the Village offering their assistance with both snow and ice control services in areas that the Village had annexed. Analysis indicated that between \$6,000 and \$8,000 could be saved if the Township participated in the Village's snow and ice control operations. Based upon this information, the Council has previously approved an annual intergovernmental agreement with the Palatine Township Road District.

KEY ISSUES:

- The proposed agreement is similar to past years, with the Township providing snow and ice control services for over 18 miles of streets in three general areas. These areas include Kenilworth/Middleton, Dunhaven Woods/Barrington Woods, and Old Hicks/Gardenia.
- The cost for the service is based upon the type of equipment used and the number of hours spent on Village streets. The total value of services for the 2018-2019 winter season was \$52,874.
- Equipment rates are based on current FEMA equipment rates. There were increases to FEMA's rates in August 2019. The FEMA rates have been updated for this upcoming winter season and range from \$11.25 to \$18.40 more per hour, depending on the type of equipment being used.
- Labor rates have an increase of \$0.50 per hour.
- If this agreement is not entered into with the Township, additional contractual services, or full time employees and expansion to the capital fleet, would be needed to maintain the present level of snow and ice control.

ALTERNATIVES:

1. Approve the proposed intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020.
2. Reject the proposed intergovernmental agreement.

RECOMMENDATION:

It is recommended that a resolution adopting the intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020 be approved.

BUDGET IMPACT:

The Public Works Operating Budget has programmed the cost of this snow and ice control service.

ACTION REQUIRED:

Motion to adopt a resolution approving the intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020.

ATTACHMENTS:

- Resolution
- Intergovernmental Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND THE PALATINE TOWNSHIP ROAD DISTRICT
FOR SNOW AND ICE CONTROL SERVICES**

WHEREAS, there are areas where the Village Streets and unincorporated Township Streets are interspersed; and

WHEREAS, it has been determined that it would benefit the health, safety, and welfare of the residents and businesses of the Village of Palatine for the Village to enter into an Intergovernmental Agreement with the Palatine Township Road District (District) that would provide for the District to provide snow and ice control on approximately 18.3 miles of Village Streets; and

WHEREAS, it has also been determined that there would be no lessening of service to the residents of the Village of Palatine; and

WHEREAS, it would benefit both the District and the Village through a sharing of expertise, coordination of efforts, and saving of tax dollars.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Palatine enters into an Intergovernmental Agreement for Snow and Ice Control Services with the Palatine Township Road District (attached hereto as Exhibit "A") and that the Mayor and Village Clerk be authorized to sign said Agreement.

PASSED: This _____ day of _____, 2019

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

APPROVED by me this _____ day of _____, 2019

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ day of _____, 2019

Village Clerk

Attachment: Resolution (IGA Between Village of Palatine and Palatine Township for Snow and Ice Control Services)

INTERGOVERNMENTAL AGREEMENT FOR SNOW AND ICE CONTROL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2019 between the **VILLAGE OF PALATINE**, a unit of local government ("Village"), and the **PALATINE TOWNSHIP ROAD DISTRICT**, a unit of local government ("District"), provides as follows:

1. This Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.
2. The Village and District enter into this Agreement in order to provide snow plowing and ice control services at various locations within the **VILLAGE OF PALATINE** corporate limits.
 - A. The services to be provided pursuant to this Agreement are limited to snow plowing and ice control. The Village shall be responsible for all other services with respect to all roads covered by this Agreement, including but not limited to repair and maintenance (unless the need for such repair or maintenance is due to the negligence of the District).
 - B. The roads subject to this Agreement are identified in **Exhibit A** and is or will be attached to and made a part of this Agreement.
 - C. No Provision within this agreement shall limit the Village's ability to supplement the District's efforts in plowing or salting of Village streets.
3. Prior to the start of any operations, the District will contact the Village to verify the need for salting and or plowing. During the course of operations, periodic updates will be provided by the District as to the status of all Village streets for coordination purposes. Prior to cessation of operations, the District will contact the Village providing a final status report.
4. District agrees that it will provide the same level of services to the Village that it provides within Palatine Township and that the Village will neither be preferred nor discriminated against in terms of the services provided.
5. The Agreement shall be for a term of One (1) year. Either party may terminate this Agreement at any time, with or without cause, upon 30 days prior written notice.
6. Charges to the Village for services rendered by the District through **April 30, 2020** shall be as follows: All prices per hour include drivers/operators.

A. Plow Truck w/ Operator	\$ 166.20 per hour
B. Plow Truck w/ Wing w/ Operator	\$ 182.00 per hour
C. Loader / Plow w/ Operator	\$ 165.00 per hour
D. Loader w/ Blower w/ Operator	\$ 275.70 per hour

**Overtime and Double time for drivers shall be industry standard practice.*

Village of Palatine Intergovernmental Agreement Pay Rates – 2019 – 2020 Winter Season

Labor, equipment and material rates are subject to change within the term of the agreement.

Labor	Regular Time	Over Time	Double Time
Operator/Laborer	\$ 55.50	\$ 77.00	\$ 98.75

Equipment	Vehicle No.	Item Qualifier	Cost
10 Ton Dump Truck	10, 30, 40, 50, 60, 70	GVW - 35,000	\$ 72.05
Snow Plow w/Truck w/Spreader	-	One-Way	\$ 110.70
Snow Plow, Wing w/Truck w/Spreader	-	Leveling Wing	\$ 126.50
Snow Plow w/Loader	-	10 ft and up	\$ 109.50
Snow Blower w/Loader	-	1800 tph	\$ 220.20
Plow Truck w/Operator	Regular Time	One-Way	\$ 166.20
Plow Truck w/Operator	Overtime	One-Way	\$ 187.70
Plow Truck w/Operator	Double Time	One-Way	\$ 209.45
Plow Truck w/ Wing w/Operator	Regular Time	Leveling Wing	\$ 182.00
Loader w/Plow w/Operator	Regular Time	10 ft and up	\$ 165.00
Loader w/Blower w/Operator	Regular Time	1800 tph	\$ 275.70

Exhibit A

Area One

Street	From	To
Clyde Court	Kenilworth Avenue	South End
Hillside Street	Middleton Avenue	Quentin Road
Glencoe Road	Harrison Avenue	Quentin Road
Leonard Road	Crescent Avenue	Quentin Road
Kenilworth Avenue	Harrison Avenue	Quentin Road
Harrison Avenue	Kenilworth Avenue	Harrison Court
Clyde Avenue	Kenilworth Avenue	Palatine Road
Middleton Avenue	Brookside Road	Leonard Road
Crescent Avenue	Dorset Avenue	Leonard Road
Ellis Street	Middleton Avenue	Quentin Road
Dorchester Street	Crescent Avenue	Quentin Road
Brookside Street	Crescent Avenue	Quentin Road

Exhibit A

Area Two

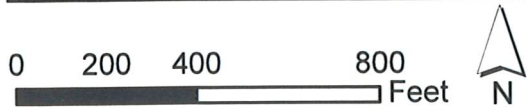
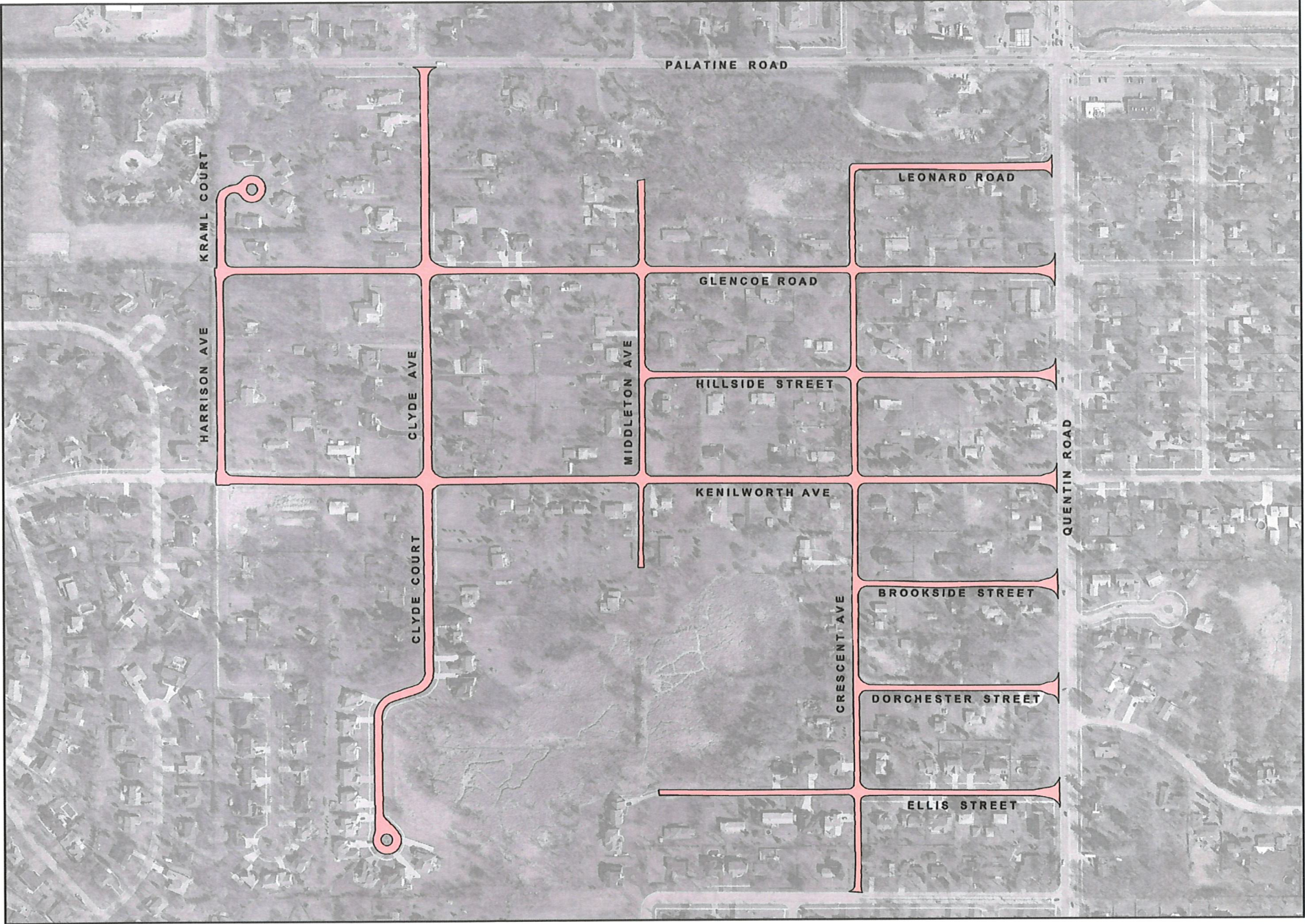
Street	From	To
Rosiland Drive	Quentin Road	Northumberland Pass
Falkirk Place	Troons Crossing	Northumberland Pass
Troons Crossing	Falkirk Place	Rosiland Drive
Ruhl Road	Falkirk Place	Rosiland Drive
Northumberland Pass	Falkirk Place	Rosiland Drive
Haleys Hill Court	Ruhl Road	End
Merylis Terrace	Ruhl Road	Rosiland Drive
Suthers lane	Public Street	Hillcrest
Big Oak Road	Shady Lane	Lake Cook Road
Sunset Road	Shady Lane	Creekwood Drive
Barrington Woods	Creekwood Drive	Lake Cook Road
Creekwood drive	Sunset Road	Barrington Woods
Shady Lane	Sunset Lane	Barrington Woods
Lenwood Drive	Lake Cook Road	Brentwood Drive
Irene Drive	Lake Cook Road	Brentwood Drive
Dee Lane	Lake Cook Road	Brentwood Drive
Brentwood Drive	Dee Lane	Westwood Lane
Rosali Lane	Lenwood Drive	Westwood Lane
Westwood Lane	Rosali Lane	South to Forest Preser
West Center Road	Quentin Road	End
Woodland Street	Quentin Road	Suthers Lane
Suthers Lane	Woodland Street	Hillcrest Street
Helgesen Street	Hillcrest Road	Woodland Street
Hillcrest Street	Helgesen Street	Suthers Lane

Exhibit A

Area Three

Street	From	To
Baldwin Road	Dundee Road	Nichols Road
Kennedy Drive	Dundee Road	North End
Old Hicks Road	Rand Road	Lake Cook Road
Gardenia Lane	Old Hicks Road	Baldwin Road
Old Hicks Court	Old Hicks Road	Castle Court
Nichols Road	Baldwin Road	Old Hicks Road
Westmoreland Drive	Old Hicks Road	Old Hicks Road
Haig Court	Westmoreland Drive	East End
Almond Court	Old Hicks Road	South End
Bradley Court	Old Hicks Road	South End
Wainwright Court	Old Hicks Road	South End
Marshall Court	Old Hicks Road	Gardenis Lane
Capri Drive	Rand Road	Gardenis Lane
Iris Drive	Zinnia Lane	Lilly Lane
Zinnia lane	Laurel Drive	Iris Drive
Aster Avenue	Old Hicks Road	East End
High Grove Lane	Gardenia Lane	South End
Holly Way	Aster Avenue	Capri Drive
Laurel Drive	Lily Lane	Aster Avenue
Spruce Lane	Rand Road	West End
Capri Drive	Rand Road	Denise Avenue
Denise Avenue	Dundee Road	Lynda Avenue
Lynda Avenue	Dundee Road	Diane Lane
Diane Lane	West End & Court	Rand Road
Lee Court	Diane Lane	North End
Jarvis Court	Diane Lane	North End
Lily Lane	Rand Road	East End
Rose Avenue	Lily Lane	Capri Drive
Tulip Way	Capri Drive	East End
Lilac Drive	Capri Drive	Tulip Way
Lilac Place	Lilac Drive	South End
Whispering Oaks	Old Hicks Road	Dead End
Fawn Lane	Hicks Road	Dead End
Forest Knoll Drive	Hicks Road	Dead End

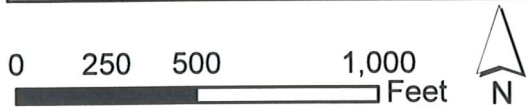
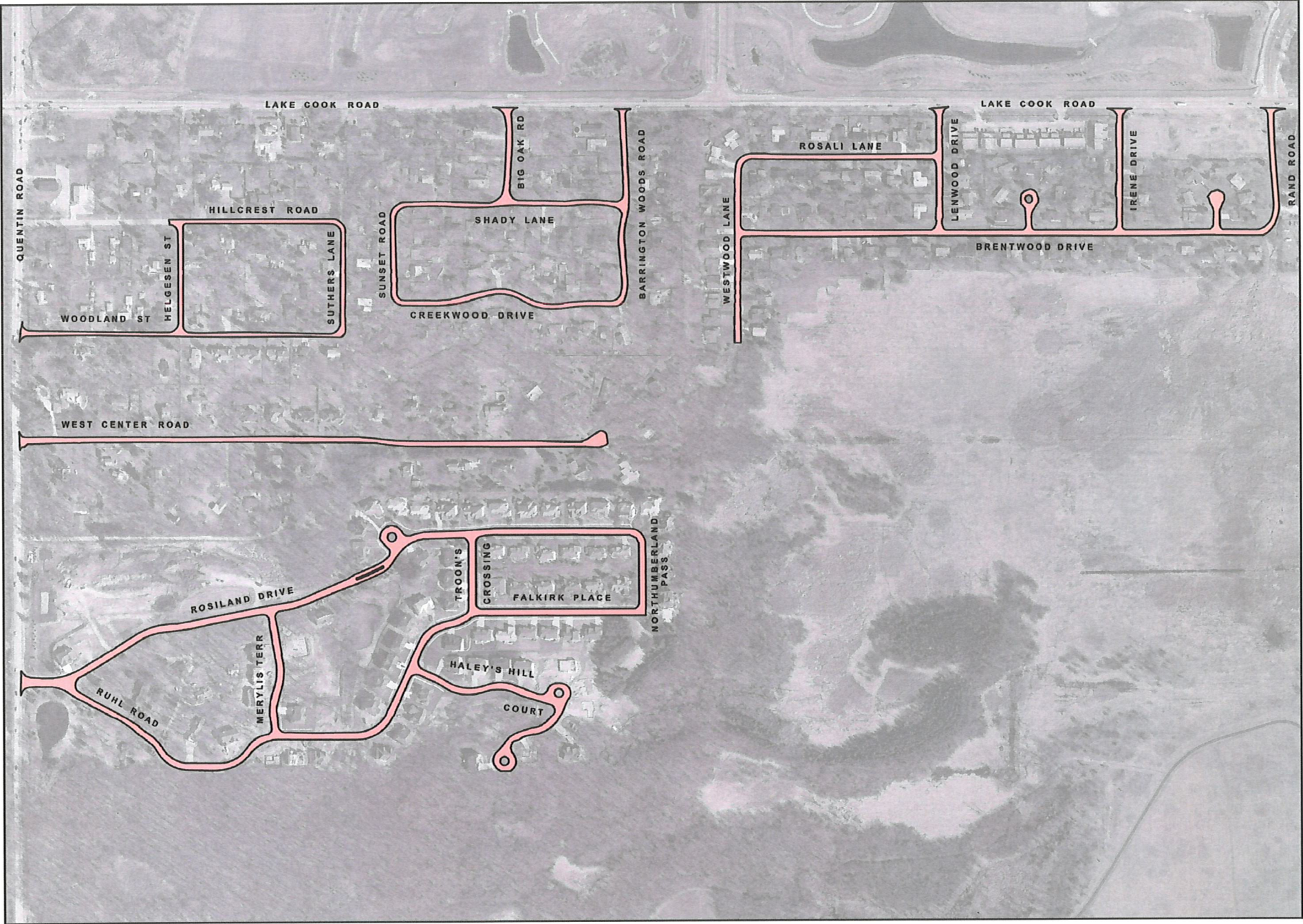
IGA w/ VILLAGE of PALATINE - AREA ONE



Palatine Township Road District
Aaron B. Del Mar - Highway Commissioner
530 North Smith Street Palatine, IL 60067 p.: 847.358.6336

PALATINE
TWSP

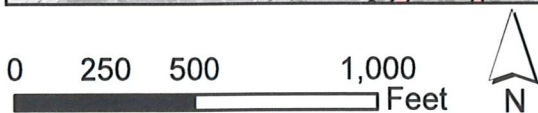
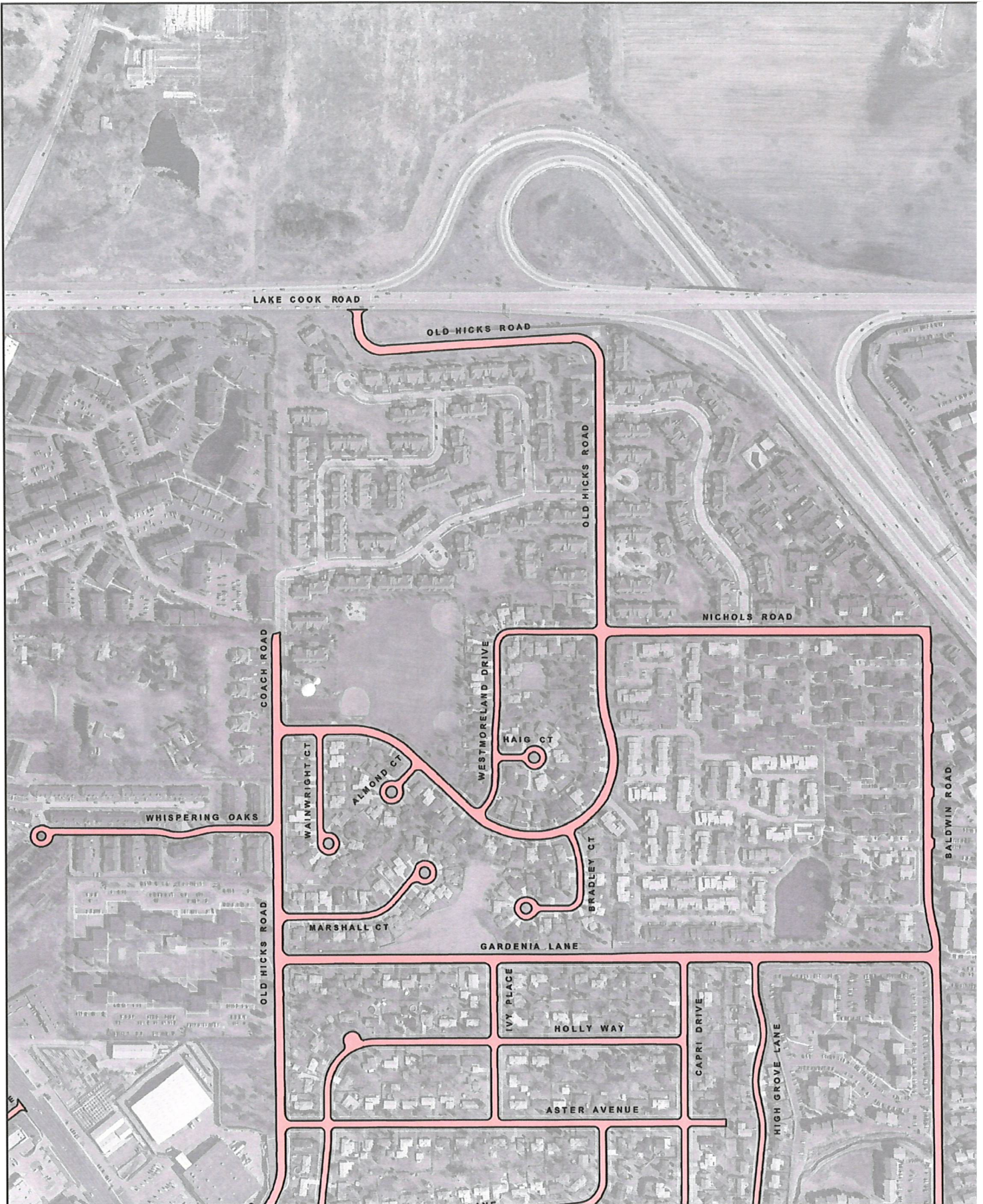
IGA w/ VILLAGE of PALATINE - AREA TWO



Palatine Township Road District
Aaron B. Del Mar - Highway Commissioner
530 North Smith Street Palatine, IL 60067 p.: 847.358.6336

PALATINE
TOWNSHIP

IGA w/ VILLAGE of PALATINE - AREA THREE (a)



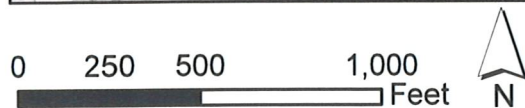
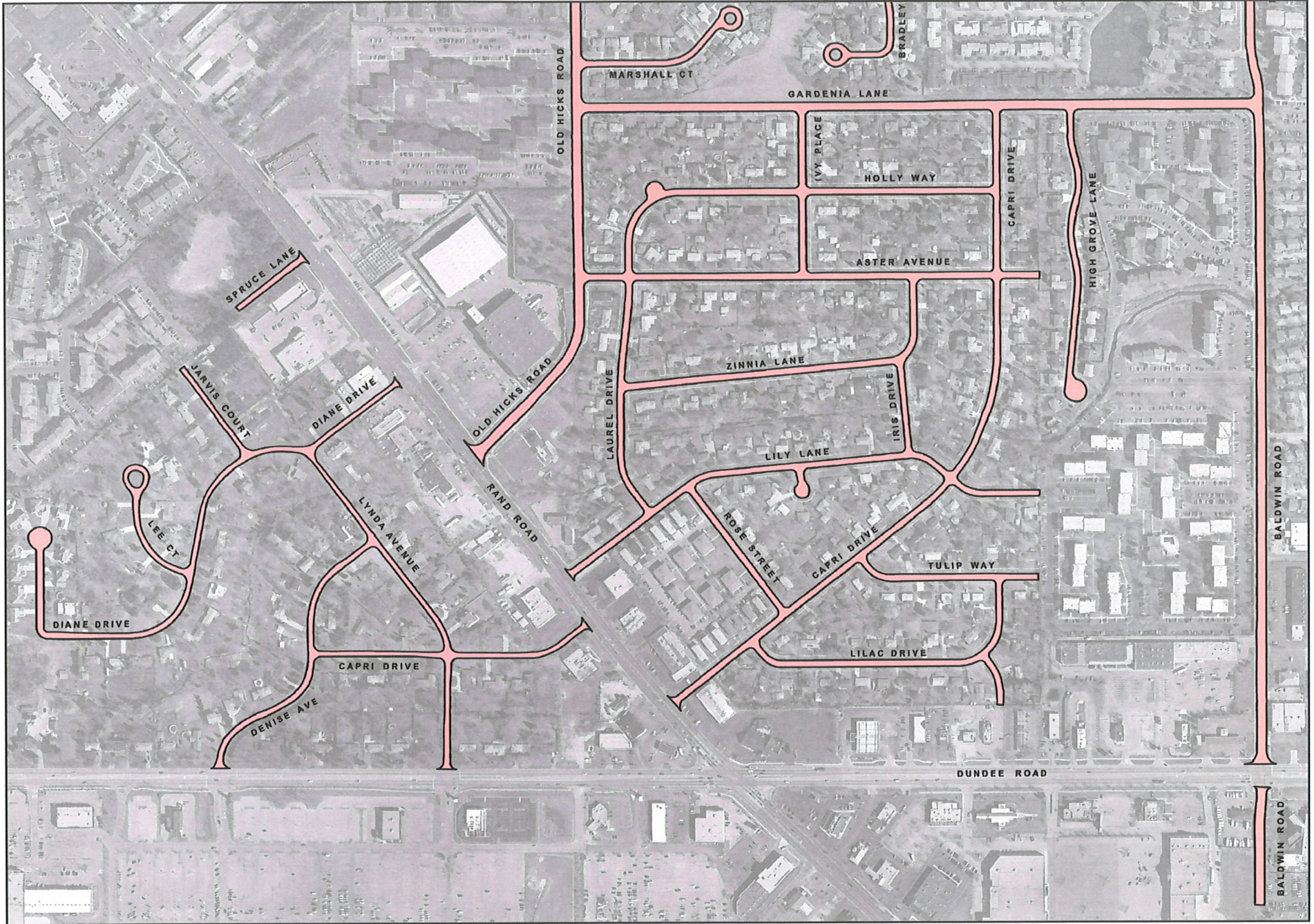
Palatine Township Road District
Aaron B. Del Mar - Highway Commissioner
530 North Smith Street Palatine, IL 60067 p.: 847.358.6336

PALATINE
TWSP

Packet Pg. 104

Attachment: Intergovernmental Agreement (IGA Between Village of Palatine and Palatine Township for Snow and Ice Control Services)

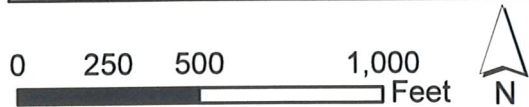
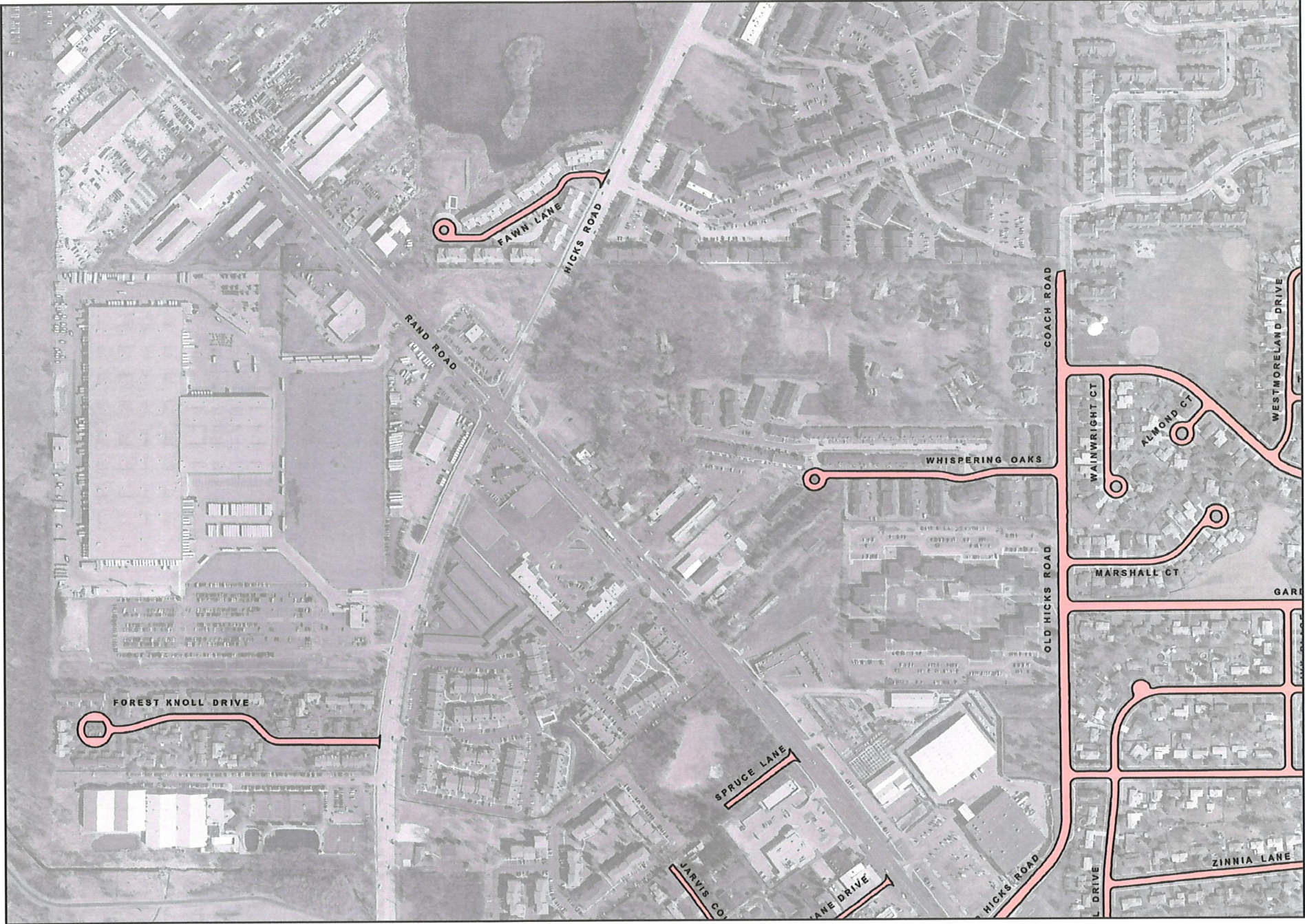
IGA w/ VILLAGE of PALATINE - AREA THREE (b)



Palatine Township Road District
 Aaron B. Del Mar - Highway Commissioner
 530 North Smith Street Palatine, IL 60067 p.: 847.358.6336

PALATINE
 TWP

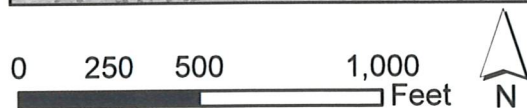
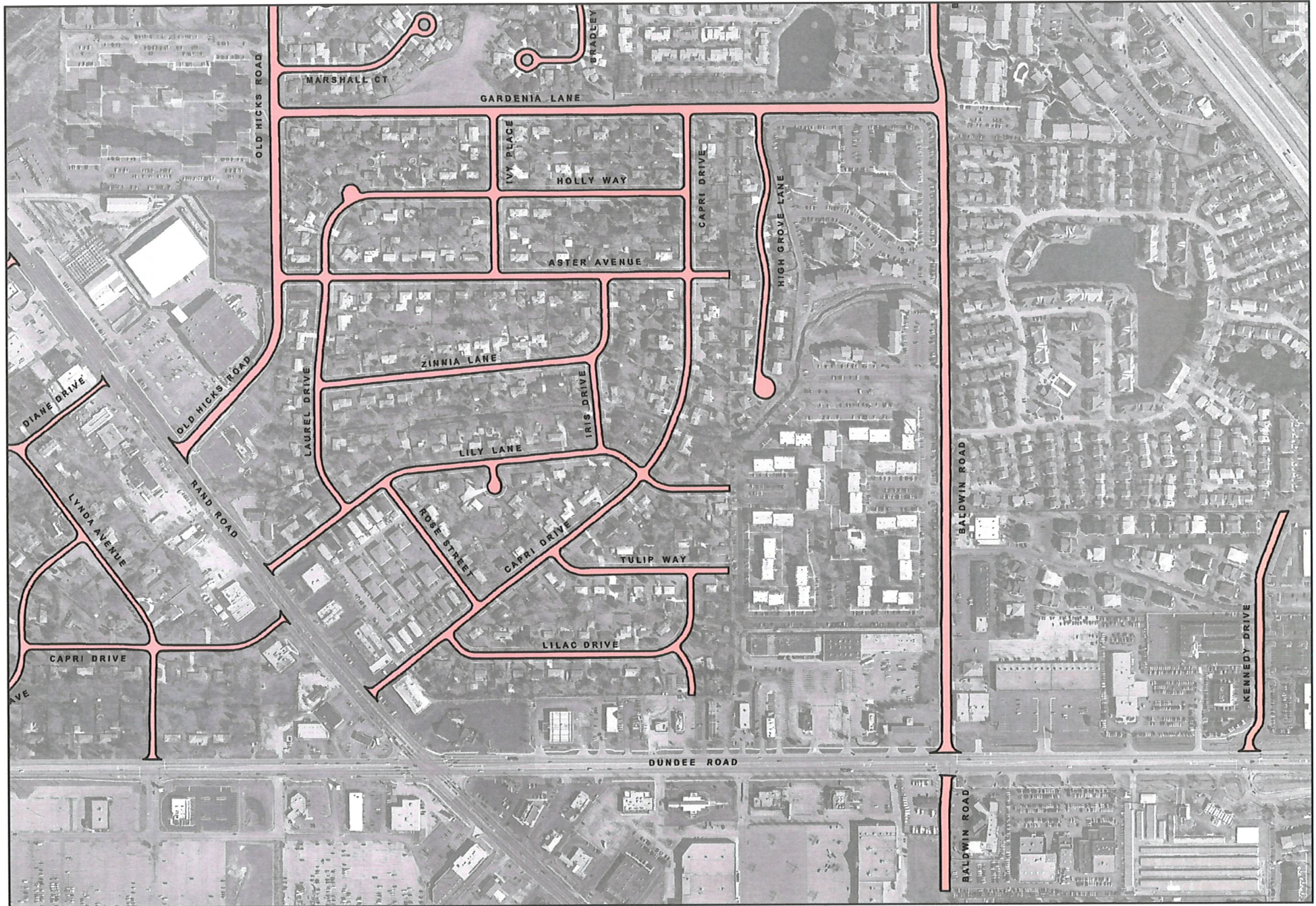
IGA w/ VILLAGE of PALATINE - AREA THREE (c)



Palatine Township Road District
Aaron B. Del Mar - Highway Commissioner
530 North Smith Street Palatine, IL 60067 p: 847.358.6336



IGA w/ VILLAGE of PALATINE - AREA THREE (d)



Palatine Township Road District
 Aaron B. Del Mar - Highway Commissioner
 530 North Smith Street Palatine, IL 60067 p.: 847.358.6336

PALATINE
 TOWNSHIP

Consider a Request for Temporary Street Closures and Waiver of the Village's Sound Amplification Ordinance for the Sikh Religious Society's 'Birthday Anniversary Parade/Procession' on November 9, 2019

BACKGROUND: The Sikh Religious Society, 1280 Winnetka Street, has requested the temporary closure of streets within a portion of the Village and a waiver of the Village's Sound Amplification Ordinance to allow for a 'Parade/Procession' on Saturday, November 9, 2019. The parade is in recognition of the 550th Guru Nanak Dev Ji Birth Anniversary.

KEY ISSUES:

- The parade procession will begin at 9 AM and end at approximately 1 PM.
- The planned route, which utilizes streets within the neighborhood surrounding their facility, is outlined on the attached map. Notification of the event to area residents will be required.
- The Police Department will use on-duty personnel to assist with the event.

ALTERNATIVES:

1. Approve the temporary closure of streets.
2. Do not approve the temporary closure of streets.

RECOMMENDATION: Action is at the discretion of the Committee.

ACTION REQUIRED: Action is at the discretion of the Committee.

Consider an Ordinance Granting a Special Use for a Restaurant at 803-805 N. Quentin Road

BACKGROUND:

The Petitioner is requesting to open a restaurant. Therefore, the Petitioner is requesting approval of the following:

Special Use to permit a restaurant.

KEY ISSUES:

- The Subject Property, located in the Quentin Corners Shopping Center, is zoned Planned Development. The shopping center has a specific use list, but also follows the B-2 General Business use list.
- The Subject Tenant Space is 1,744 square feet and the overall shopping center is 47,483 square feet total.
- This location was previously occupied by Great American Bagel Company
- The Petitioner currently has a restaurant in Chicago - Makki Fast Food and Grill - and is proposing to open a second one at this location. The business plan, floor plan, and menu are attached.
- The proposed hours of operation are daily from 10 AM to 11 PM.
- There would be 4 employees.
- Per the floor plan, 25 seats are proposed.
- The restaurant requires 17 spaces, per the 1/100 square foot requirement parking requirement.
- There are 204 parking spaces available at the shopping center and the required parking would be 200 parking spaces with the proposed restaurant. This leaves a surplus of 4 spaces parking spaces.

ALTERNATIVES:

1. Approve the Special Use for a Restaurant
2. Do not approve the Special Use for a Restaurant

RECOMMENDATION:

Public Hearing:	ZBA meeting - October 8, 2019
Residents testifying:	None
Vote:	The ZBA voted to recommend approval of the request 8-0 and Staff concurs.

ACTION REQUIRED:

A motion to approve the ordinance granting the Special Use for a Restaurant at 803-805 N. Quentin Road.

Consider an Ordinance Granting a Variation from Chapter 16 Rights-of-Way of the Village's Code of Ordinances to Allow the Installation of a Power Pole and Capacitor Bank in the Williams Drive Right-Of-Way

BACKGROUND:

Commonwealth Edison (ComEd) has applied for a permit to install a new power pole and capacitor bank in the Williams Drive right-of-way within the Village of Palatine. This installation was requested by ComEd in order to optimize the voltage in the area.

KEY ISSUES:

- As a utility company, ComEd is subject to the requirements of Chapter 16 and may not place any above ground structures within the right-of-way unless approved by the Village Council. The new pole and capacitor bank require that a variance be granted.
- The proposed work is for the installation of one new power pole and one capacitor bank in front of 1177 N. Williams Drive.
- ComEd's Voltage Optimization Program seeks to improve the regulation of voltage, which includes the installation of capacitor banks. Capacitor banks can only be installed on existing mainlines and the only mainline in the target area is along Williams Drive. The new pole is being requested as there are no empty ComEd poles in the area.

ALTERNATIVES:

1. Approve the ordinance granting a variation to ComEd for the installation of one additional power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.
2. Do not approve the variation.

RECOMMENDATION:

It is recommended that the ordinance granting ComEd a variation from the Village Code be approved to allow the installation of a power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.

ACTION REQUIRED:

Motion to approve the ordinance granting ComEd a variation from Chapter 16 of the Village's Code of Ordinances to allow the installation of a power pole and capacitor bank in the right-of-way in front of 1177 N. Williams Drive.

Consider a Resolution Supporting and Consenting to the Renewal of the Class 7c Cook County Tax Classification for the Property Located at 2234 N. Rand Road

BACKGROUND: In 2015, the Village Council approved a Resolution of Support in conjunction with Enterprise's planned improvements to the property at 2234 N. Rand Road. At the time, the 7c Classification, referred to as Commercial Urban Relief Eligibility (CURE), was a new program, but similar to the County's other tax classification programs (such as 6b). A summary of the 7c program and its eligibility criteria are attached. Enterprise is now requesting the Village's support for the extension of the 7c Classification, thus the Petitioner is seeking approval of the following:

Approval of a resolution supporting and consenting to the renewal of the 7c Cook County Tax Classification for the property located at 2234 N. Rand Road.

KEY ISSUES:

- Following approval of the 7c Classification, the Petitioner redeveloped the property at 2234 N. Rand Road for use as an Enterprise vehicle sales and rental facility. Enterprise completed the development project without any TIF assistance from the Village.
- Projects that qualify for the Class 7c classification receive a reduced assessment level of 10% of fair market value for the first three years, 15% for the fourth year, and 20% for the fifth year. Without this incentive, commercial property would be assessed at 25% of its market value.
- The 7c program does allow for a single renewal of the classification, subject to the program's requirements, a separate endorsement by the Village, and approval by the County.
- The requested 7c renewal classification will provide a 5 year extension, resulting in a 10% assessment level for tax years 2020 - 2022, 15% assessment level for tax year 2023, and 20% assessment level for tax year 2024. The property would then return to the full assessment level of 25% of its market value.

ALTERNATIVES:

1. Recommend approval of the Resolution.
2. Do not recommend approval of the Resolution.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Motion to approve a resolution supporting and consenting to the renewal of the 7c Cook County Tax Classification for the property located at 2234 N. Rand Road.

Consider a Motion to Accept a Perpetual Water Main Easement within the Little City Campus

BACKGROUND:

In 1992, the Little City Foundation and the Village of Palatine entered into an agreement for Little City to connect its potable water distribution system to the Village's water system and obtain Village water service. A First Amended Agreement was entered into in 2013. The Village and Little City are seeking to amend the existing agreements in order to allow for additional easements to facilitate an interconnection with the Village of Hoffman Estates.

KEY ISSUES:

- A detailed engineering study was completed as a joint venture between Hoffman Estates and Palatine, identifying the need to interconnect the two communities to improve reliability for local emergencies, or any supply interruption, as the two communities obtain Lake Michigan water from differing sources.
- A portion of the existing watermain would be replaced with larger diameter transmission watermain. Some additional new watermain would be constructed within the campus.
- In order to maintain a safe and reliable water system, the Village will accept ownership and maintenance of select portions to the installed water system after construction.
- A temporary public utility easement is required for the Village to construct the new water main and a perpetual easement is required to confirm ownership of portions of the new water main and allow access for future maintenance.
- Design engineering will proceed subsequent to this agreement being approved.

ALTERNATIVES:

1. Accept the perpetual easement.
2. Do not accept the perpetual easement.

RECOMMENDATION:

Staff recommends acceptance of the perpetual water main easement for the Little City campus.

ACTION REQUIRED:

Motion to accept a grant of a perpetual water main easement for the Little City campus.

Consider a Motion to Extend the Contract for 2019-2020 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks

BACKGROUND:

In 2017, Public Works solicited proposals for snow removal and ice control services for the designated lots, streets, and sidewalks within the downtown area, the Metra train station, the ground level of the Gateway Center, and designated Village-wide arterial sidewalks. The contract was awarded to Brian Edward Landscaping, Incorporated of Palatine, Illinois with renewal options for up to four additional years.

KEY ISSUES:

- Brian Edward Landscaping has agreed to an extension for the 2019-2020 winter season with no increase in hourly rate costs. Adjustments are requested for the cost of melting agents. The original agreement was structured at \$11.95 per 50 pound bag of magnesium coated sodium chloride. The requested cost for the 2019/2020 contract is \$14.30 per bag. During the 2015/2016 season, the Village switched from magnesium chloride to magnesium coated sodium chloride. Even with the increase for this upcoming season, it is still \$2 less per bag than using magnesium chloride.
- The 2017-2018 winter season was the first year of the contract. This would be the second renewal from 2019-2020.
- In the past, the effort made by Brian Edward Landscaping has been outstanding in that few, if any, real complaints were received from the public.
- The total cost for the 2018-2019 winter season was \$86,959.60, of which \$60,279.10 was spent on the downtown areas, \$19,382.50 on the train station and Gateway Center, and \$7,298 on arterial sidewalks.

ALTERNATIVES:

1. Extend the contract for Snow and Ice Control Services with Brian Edward Landscaping for one additional winter season.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the contract for Snow and Ice Control Services with Brian Edward Landscaping, Incorporated be extended for one additional winter season.

BUDGET IMPACT:

Funds in the amount of approximately \$163,525 are allocated in the 2019 Public Works Operating Budget for contractual snow and ice control services for these areas.

ACTION REQUIRED:

Motion to extend the contract for Snow and Ice Control Services for one additional season with Brian Edward Landscaping, Incorporated of Palatine, Illinois for downtown Palatine, the Metra train station, ground level of the Gateway Center, and arterial sidewalks for the 2019-2020 winter season.

Consider a Resolution to Approve an Intergovernmental Agreement Between the Village of Palatine and the Palatine Township Road District for Snow and Ice Control Services

BACKGROUND:

Several years ago, the Palatine Township Road District approached the Village offering their assistance with both snow and ice control services in areas that the Village had annexed. Analysis indicated that between \$6,000 and \$8,000 could be saved if the Township participated in the Village's snow and ice control operations. Based upon this information, the Council has previously approved an annual intergovernmental agreement with the Palatine Township Road District.

KEY ISSUES:

- The proposed agreement is similar to past years, with the Township providing snow and ice control services for over 18 miles of streets in three general areas. These areas include Kenilworth/Middleton, Dunhaven Woods/Barrington Woods, and Old Hicks/Gardenia.
- The cost for the service is based upon the type of equipment used and the number of hours spent on Village streets. The total value of services for the 2018-2019 winter season was \$52,874.
- Equipment rates are based on current FEMA equipment rates. There were increases to FEMA's rates in August 2019. The FEMA rates have been updated for this upcoming winter season and range from \$11.25 to \$18.40 more per hour, depending on the type of equipment being used.
- Labor rates have an increase of \$0.50 per hour.
- If this agreement is not entered into with the Township, additional contractual services, or full time employees and expansion to the capital fleet, would be needed to maintain the present level of snow and ice control.

ALTERNATIVES:

1. Approve the proposed intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020.
2. Reject the proposed intergovernmental agreement.

RECOMMENDATION:

It is recommended that a resolution adopting the intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020 be approved.

BUDGET IMPACT:

The Public Works Operating Budget has programmed the cost of this snow and ice control service.

ACTION REQUIRED:

Motion to adopt a resolution approving the intergovernmental agreement between the Village of Palatine and the Palatine Township Road District for snow and ice control services through April 30, 2020.

Consider a Resolution Authorizing a Letter of Credit Reduction for the Grove Avenue Resubdivision

On June 13, 2019, the Village Council accepted a Letter of Credit in the amount of \$36,463 to insure the completion of the project improvements for Grove Avenue Resubdivision. The developer has completed certain project improvements, which were inspected and approved by the Village Engineer. The developer has requested a Security Deposit reduction in the amount of \$17,709. Therefore, the Petitioner is seeking approval of the following:

Authorization to reduce a Public Improvement Security Deposit for Grove Avenue Resubdivision.

ANALYSIS:

- The developer has completed some of the required public improvements as outlined in the Grove Avenue Resubdivision and the engineer's estimate of probable cost. These items have been inspected and approved by the Village Engineer.
- The letter of credit could be reduced by \$17,709, resulting in a remainder of \$18,754.

ALTERNATIVES:

1. Authorize the Security Deposit reduction.
2. Do not authorize the Security Deposit reduction.

RECOMMENDATION:

Staff recommends the Security Deposit reduction.

ACTION REQUIRED:

Motion to approve a resolution reducing the Public Improvement Letter of Credit in the amount of \$17,709, leaving a remaining balance of \$18,754.

ATTACHMENTS:

- Aerial map - Grove Avenue Resubdivision
- RES LOC REDUCTION

Vacant Lot North of 1240 W. Winnetka Street

8.8.a



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A SECURITY DEPOSIT REDUCTION FOR
GROVE AVENUE RESUBDIVISION PURSUANT TO THE VILLAGE OF
PALATINE MUNICIPAL CODE, APPENDIX B, SUBDIVISIONS, SECTION 9.02**

WHEREAS, on the 13th day of June, 2019, Deal Construction Co. for good and valuable consideration agreed to install certain public improvements in the Grove Avenue Resubdivision; and

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

WHEREAS, in the matter of the Grove Avenue Resubdivision located at the 1110 N. Grove Avenue and 1114 N. Grove Avenue, a letter of credit in the amount of \$36,463 was deposited with the Village of Palatine on the 13th day of June, 2019; and

WHEREAS, Deal Construction Co. has made application for a reduction of the letter of credit in the amount of \$17,709; and

WHEREAS, a duly authorized agent of the Village of Palatine has inspected the public improvements and has found these improvements to have been satisfactorily completed.

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

Attachment: RES LOC REDUCTION (Grove Avenue Resubdivision - LOC Reduction Request (CA))

SECTION 1: Preliminary approval pursuant to the Palatine Municipal Code, Appendix B Section 9.02 be and is hereby granted for the public improvements having a value of \$17,709.

SECTION 2: The letter of credit is hereby reduced to \$18,754.

PASSED: This _____ day of _____, 2019

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

Mayor

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

Village Clerk

Attachment: RES LOC REDUCTION (Grove Avenue Resubdivision - LOC Reduction Request (CA))