



VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

NOVEMBER 10, 2025 AT 7:00 PM

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

AGENDA

REGULAR MEETING

7:00 PM

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. APPROVAL OF MINUTES**
 - A. Business Finance & Budget Committee - Special Meeting - November 1, 2025
 - B. Village Council & Committee of the Whole - Regular Meeting - November 3, 2025
- V. MAYOR'S REPORT**
 - A. As Submitted
- VI. RECESS TO THE COMMITTEE OF THE WHOLE**
- VII. COMMITTEE OF THE WHOLE**
 - A. POLICE POLICY & CODE SERVICES COMMITTEE**
DOUG MYSLINSKI, CHAIR
 - 1. Consider an Ordinance Transferring Special Use Ordinance #O-123-03 to Permit the Continued Operation of a Restaurant/Bar at 110 N. Brockway Street
Council District: Six
 - 2. Consider an Ordinance Granting Variations for a Driveway Expansion and a Lot Coverage Variation at 42 W. Robertson Street
Council District: Six
 - 3. As Submitted
 - B. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE**
GREG LANGER, CHAIR
 - 1. Motion to Authorize the Village Manager to Enter into an Agreement for Geographic Information System Services with Municipal GIS Partners

2. As Submitted

C. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIR

1. Consider Continued Discussion of the FY 2026 Proposed Budget & Capital Investment Plan

2. As Submitted

D. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIR

1. As Submitted

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIR

1. As Submitted

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIR

1. As Submitted

VIII. RECONVENE THE VILLAGE COUNCIL MEETING

IX. CONSENT AGENDA

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

- A. Consider an Ordinance Transferring Special Use Ordinance #O-123-03 to Permit the Continued Operation of a Restaurant/Bar at 110 N. Brockway Street
Council District: Six
- B. Consider an Ordinance Granting Variations for a Driveway Expansion and a Lot Coverage Variation at 42 W. Robertson Street
Council District: Six
- C. Motion to Authorize the Village Manager to Enter into an Agreement for Geographic Information System Services with Municipal GIS Partners

X. REPORTS OF STANDING COMMITTEES

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, CHAIR

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE
JOE FALKENBERG, CHAIR

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE
SCOTT LAMERAND, CHAIR

1. As Submitted

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

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

1. As Submitted

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

1. As Submitted

XI. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XII. CLOSED SESSION AS REQUIRED

XIII. RECOGNITION OF AUDIENCE

XIV. ADJOURNMENT



BUSINESS FINANCE AND BUDGET COMMITTEE

NOVEMBER 1, 2025 AT 9:00 AM

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

MINUTES

SPECIAL MEETING

9:00 AM

I. CALL TO ORDER

Councilman Falkenberg called the Business Finance & Budget Committee to order at 9:00 AM.

II. ROLL CALL

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

Also Present:

Village Clerk Maureen Pasqualucci, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Director of Community Development Mike Jacobs, Director of Public Works Matt Barry, Police Deputy Chief David Brandwein, Police Deputy Chief Angelo Calanca, Police Deputy Chief Brian Gowney, Fire Customer Service Supervisor Sarah McKillop, Fire Chief Scott Mackeben, Deputy Fire Chief Anthony Lavacchi, Deputy Fire Chief Matthew Buzzard, Fire Division Chief Robert Kluzek, IT Director Larry Schroth, Director of Finance Andrew Brown, Assistant Finance Director Sara Sadoski, Accountant Abigail Redlinger, Director of Human Resources Monika Pandya

III. AGENDA ITEMS

A. Consider a Discussion of the CY 2026 Proposed Budget & Capital Investment Plan

Chairman of the Business Finance & Budget Committee, Councilman Falkenberg introduced the financial overview, and conveyed his sincere appreciation to the 331 employees, all departments, the Finance Director and Village Manager for their collective efforts to achieve this balanced proposed budget.

Village Manager Reid Ottesen presented the CY2026 Proposed Annual Budget and Capital Investment Plan which totals \$152,336,203. Of this, \$94,518,919 represents the Operations Budget while the remaining \$57,817,284 represents our Capital Budget, TIF Districts, Debt Service, Transfers, Casualty/Liability Insurance Program, and Pension Administration requirements. In total, this represents a decrease of 4.03% over the CY 2025 budget. The Proposed Budget includes no change to the property tax levy and no new taxes or fees, while there is a focus on infrastructure investments, strategic IT outsourcing, and a renewed focus and investment in the Downtown District.

Revenue overview includes the following:

- Sales Tax Receipts (Now over 27% of Operating Revenues)
- State Income Tax Increase of \$1.63 million
- Local Use Tax Decrease of \$1.39 million
- Declining Cable Television Fee
- Ambulance Fee Adjustment
- General Fee Increase of 2.66%
- Water Rate: \$0.40 Increase per 1,000 Gallons
- Refuse Fee: No Increase

Village Manager Reid Ottesen and Finance Director Andrew Brown discussed state income tax revenue. Ottesen spoke about significant fluctuations in state income tax revenues, while Brown addressed state struggles with reconciling income tax and reassessment figures.

Ottesen presented a comparison between property tax and sales tax revenue, noting a spread of 2% between the two. Ottesen mentioned the budget doesn't reflect Deer Park sales tax.

Village Manager Ottesen presented State Sales Tax and State Use Tax, further elaborating on revenue from online businesses.

Councilman Myslinski questioned the e-commerce calculation. Ottesen reviewed the change in how e-commerce tax has been collected and remitted over time.

Councilman Kozlowski questioned the million dollar increase in sales tax and Ottesen responded that a large portion came from the new car dealerships and big box stores such as Walmart and Target. Ottesen emphasized the diversification of Palatine's sales tax base.

Councilman Koslowski and Ottesen discussed cable franchise fees and streaming services fees. According to Ottesen, the village remains open to exploring a potential streaming fee; however, such a measure is presently unnecessary, as the proposed budget is balanced.

Mayor Schwantz commented on sales tax dollars and collection of them instead of tax levies. He also addressed Deer Park parcels and questioned Rand Road developments. Ottesen responded that there is a TIF district and multiple water agreements to support potential development projects.

The Total Operating proposed budget is \$94,518,919 for CY2026. Ottesen reported that ambulance fee revenues are included in this budget.

Ottesen spoke about personnel services and recognized the contributions of village employees, noting that benefit costs continue to rise. He also reviewed budget comparisons with neighboring municipalities, highlighting Palatine as a best value community.

Councilman Kozlowski asked about a drop in supplies from the overall expenditures budget.

Director of Public Works Matt Barry presented the Public Works Operating Budget, noting a change in supplies due to the in-house milling and paving program transitioning into a more cost prohibitive resurfacing program coupled with contracted work. He also discussed recycling initiatives, employee retention, reconstruction of Kerry Court, potential Bears relocation impact, and conducting a 10-year evaluation of future water and sewer needs.

Fire Chief Scott Mackeben reported an increase of 1% to the proposed Fire Department Budget while initiatives move forward improving facilities — including a new administration office, repairs to the training tower behind Station 84, re-mounting an ambulance, and replacing an administrative vehicle. He also highlighted training programs, improving shared services with Inverness and Rolling Meadows and planning for leadership transition.

Deputy Fire Chief Matthew Buzzard added that the Harper tower training facility is nearly finished, with completion estimated by Spring 2026.

Councilman Myslinski questioned response times and goals. Mackeben answered that the department is meeting the standards.

Deputy Police Chief Angelo Calanca reported on the new Community Engagement and Planning Division, Neighborhood Based Policing and Community Services. This includes enhanced social service coordination and renewed emergency management. He also spoke about the initiative of online reporting along with other initiatives including:

- Strengthen recruitment and retention efforts.
- Rebrand and optimize the Community Engagement and Planning Division.
- Continue to actively pursue grant opportunities and external funding.
- Enhance training and threat preparedness.

- Implement a secure online reporting platform that allows residents to conveniently report non-emergency incidents.
- Continue proactive criminal and traffic enforcement through targeted patrols, data-driven deployment strategies, and collaboration with specialized units and regional task forces.
- Work in conjunction with the Village Manager and Public Works on an evaluation of the impact of the potential Bears relocation and impact on Palatine.

Ottesen continued with a brief overview of the other departments.

- Analysis of a potential TIF District along the eastern portion of the Northwest Highway corridor.
- Develop a long-term capital funding strategy.
- Prepare an RFP for refuse services.
- Conduct a cost benefit analysis for the IPBC (health insurance) membership to determine future viability.
- Integrate Managed IT Provider into organization.
- Coordinate an expansion of the Downtown streetscape and wayfinding signage.

Regarding the non-operating and capital investment budget, Ottesen referenced the 10-20-year long term planning, flexibility and grant-seeking efforts, with \$3.67 million received this year. He noted since its inception in 2010, telecommunication revenue has decreased. Once again, compared to neighboring communities, Palatine continues to do more with less.

Director of Public Works Matt Barry talked about 10-year expenditures and operating funds reallocated to capital projects. He discussed exploring new revenue sources for the Capital program, due to a gap between projected expenditures and expected revenue sources.

Ottesen presented the gap for capital revenues that we are funding with utility and property tax dollars since telecommunication taxes are waning. He explained that future funding will need to come from sources beyond the telecommunications tax, offering multiple other revenue options to consider.

Finance Director Andrew Brown discussed alternative funding options for long-term capital needs. Funding these options by the end of the year could assist with keeping up with pension and insurance costs. Potential revenue sources include:

- **Increase Current Taxes:** Food and Beverage, Home Rule Sales, or Hotel/Motel Tax.
- **Increase Fees:** Building, Zoning, or Inspections

- **Explore New Taxes and Fees:** Natural Gas Utility Tax, Local Motor Fuel Tax, or Property Tax Increase
- **Criteria:** Equitable, Reliable, and Sustainable

Councilman Myslinski questioned revenue from EV vehicles and Director Brown referred to the current utility tax dedicated to capital and its relationship to the local motor vehicle tax.

Finance Director Brown discussed TIF Districts, TIF Surplus Rebates, and General Obligation Bonds.

Ottesen announced that the Business, Finance and Budget Committee has Follow-up discussions are scheduled for November 3 and November 10. The required Public Hearing will take place on November 17th, with final budget adoption on December 1.

IV. RECOGNITION OF AUDIENCE

No one came forward.

V. ADJOURNMENT

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

MEETING ADJOURNED AT 11:02 AM.

SUBMITTED BY:

Maureen Pasqualucci
Village Clerk



VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

NOVEMBER 3, 2025 AT 7:00 PM

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

MINUTES

REGULAR MEETING

7:00 PM

I. CALL TO ORDER

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

II. ROLL CALL

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

Also Present:

Village Clerk Maureen Pasqualucci, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Village Attorney Rick Veenstra, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief William Nord, Deputy Police Chief David Brandwein, Deputy Police Chief Brian Growney, Deputy Police Chief Angelo Calanca, Fire Chief Scott Mackeben, IT Director Larry Schroth, Director of Finance Andrew Brown, Director of Human Resources Monika Pandya

III. PLEDGE TO THE FLAG

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

IV. APPROVAL OF MINUTES

- A. Village Council - Special Meeting - October 20, 2025
- B. Village Council & Committee of the Whole - Regular Meeting - October 20, 2025

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

V. MAYOR'S REPORT

A. As Submitted

Mayor Schwantz announced upcoming events:

Thursday, November 6: 5:30 PM – 7:00 PM

Quentin Road Phase I Study Public Hearing
Cotillion Banquets

Tuesday, November 11: 11:00 AM

Veterans Day Ceremony hosted by American Legion Post 690
Cutting Hall

Thursday, November 13: 7:00 PM

District 3 and 4 Fall Residents' Meeting
Village Hall

Holiday Light Recycling Program

The Village of Palatine is partnering with the Solid Waste Agency of Northern Cook County and Elgin Recycling to recycle holiday string lights. They can be dropped off at Palatine Village Hall at the Community Services counter between Monday, November 3rd, 2025 through Friday, January 30, 2026.

VI. RECESS TO THE COMMITTEE OF THE WHOLE

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

VII. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIR

1. Consider an Ordinance Reinstating the Planned Development and Designating Custom Design & Product Development LLC as the Builder for Lot 2 in North Haven Estates Subdivision
Council District: One

Director of Planning & Zoning Ben Vyverberg presented an ordinance to reinstate the planned development for Lot 2 in the North Haven Estates subdivision. Vyverberg noted that two homes in the development were never completed and explained that this ordinance resumes the process originally initiated in 2008.

He further stated that a security deposit is required from the petitioner and confirmed that all other conditions remain in place, including the proposed elevations.

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

2. As Submitted
Nothing Submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIR

1. Consider an Ordinance Granting a Special Use to Permit a Medical Office at 150 W. Northwest Highway
Council District: Six

Director of Planning & Zoning Ben Vyverberg spoke about a permit for a medical office, noting a special use review is necessary for the general business district.

Councilman Myslinski asked about allocated parking, and Vyverberg responded that it should not interfere with nearby businesses or their busy operating hours.

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

2. Consider an Ordinance Granting a Special use to Permit a Medical Office at 60 W. Palatine Road
Council District: Six

Director of Planning & Zoning Ben Vyverberg presented a special use permit request for a medical office facility. Vyverberg explained that the business operates during limited hours and has off-street parking. He stated that there are no parking concerns during regular business hours and noted that, under certain conditions, employees may be required to comply with downtown parking policy requirements.

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

3. Consider an Ordinance Granting a Special Use to Permit a Tobacco and Electronic Cigarette Store at 293 N. Northwest Highway
Council District: Six

Director of Planning & Zoning Ben Vyverberg spoke about a special use permit for a tobacco and electronic cigarette store and referenced applicable code requirements. Vyverberg mentioned that emails had been received questioning the tenant mix and its compatibility with nearby businesses. He also addressed matters related to window signage.

Councilman Myslinski asked about the indoor and outdoor smoking policy. In response, Vyverberg stated that the store must comply with the Clean Air Act.

Councilman Helms objected to the type of business due to its proximity to nearby businesses that serve youth.

Resident Joyce Slavick, 515 Benton Street, expressed concerns about the location of the establishment due to nearby businesses and urged that no further tobacco stores be approved.

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

4. Consider an Ordinance Granting a Special Use to Permit a Fence to be Set Back Eight Feet from the Side Lot Line Abutting a Street at 550 E. Knox Street Council District: Three

Director of Planning & Zoning Ben Vyverberg discussed a fence located in a corner side yard that did not comply with code requirements. He noted that the petitioner had been cited and that the required review process had not been followed.

Councilman Myslinski commented that the homeowner was aware of the rules but chose to proceed regardless.

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

5. As Submitted

Nothing Submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

1. 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

Director of Public Works Matt Barry spoke about an intergovernmental agreement for snow and ice services, noting that the relationship with the road district has been in place for 15 years. He explained that service rates are tied to the road district's labor and benefit rates. Barry also mentioned that the geographical coverage area has been reduced. This service is activated during snow events of three inches or more.

Councilman Kozlowski asked who requests these services, and Barry responded that they are initiated by the Village.

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

2. Consider a Motion to Extend the Contract for 2025-2028 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks

Director of Public Works Matt Barry explained a three-year contract extension for snow and ice services covering sidewalks and ground-level areas in downtown Palatine, the Metra train station, and other locations as directed by the Village. He elaborated that the costs are incorporated into the 2025 operating budget and proposed for CY2026.

Councilman Kozlowski asked about the metrics, and Barry's response indicated that the operational focus is based on timing around peak business and commuter periods.

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

3. As Submitted

Nothing Submitted.

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

1. Consider a Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission

Deputy Village Manager Hadley Skeffington-Vos spoke about the Intergovernmental Agreement with the O'Hare Noise Compatibility Commission, explaining that the agreement has been in place since 1996 and is set to expire at the end of this year. She noted that a resolution is required to renew the Village's membership.

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

2. As Submitted

Nothing Submitted.

E. BUSINESS, FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIR

1. Consider Continued Discussion of the CY 2026 Proposed Budget & Capital Investment Plan

Councilman Falkenberg asked for any additional input into the CY2026 Budget.

Village Manager Reid Ottesen explained that this is \$152,000,000 balanced budget with no property tax increases.

Councilman Helms asked about the meeting video, and Ottesen responded that it is available online.

Ottesen announced the Business, Finance and Budget Committee has follow-up discussions are scheduled for November 10th. The Public Hearing is scheduled for November 17th, with the final budget adoption on December 1st.

2. As Submitted

Nothing Submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIR

1. As Submitted

Nothing Submitted.

VIII. RECONVENE THE VILLAGE COUNCIL MEETING

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

IX. CONSENT AGENDA

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

The motion was to approve items A. to D. and F. to I. moving item E. to the Reports of Standing Committee at Police Policy & Code Services Committee.

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

- A. Consider a Motion to Approve Warrant 2025 #21
- B. Consider an Ordinance Reinstating the Planned Development and Designating Custom Design & Product Development LLC as the Builder for Lot 2 in North Haven Estates Subdivision
Council District: One
Ordinance #O-104-25
- C. Consider an Ordinance Granting a Special Use to Permit a Medical Office at 150 W. Northwest Highway
Council District: Six
Ordinance #O-105-25
- D. Consider an Ordinance Granting a Special use to Permit a Medical Office at 60 W. Palatine Road
Council District: Six
Ordinance #O-106-25
- E. Consider an Ordinance Granting a Special Use to Permit a Tobacco and Electronic Cigarette Store at 293 N. Northwest Highway
Council District: Six

This item was removed from Consent Agenda and moved to the Reports of Standing Committee at Police Policy & Code Services Committee.

- F. 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

Resolution #R-23-25

- G. Consider a Motion to Extend the Contract for 2025-2028 Snow and Ice Control Services for Downtown Palatine, Metra Train Station, Ground Level of the Gateway Center, and Arterial Sidewalks

- H. Consider a Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission

Resolution #R-24-25

- I. Consider a Resolution Approving a Security Deposit Reduction for Olms Subdivision Council District: Six

Resolution #R-25-25

X. REPORTS OF STANDING COMMITTEES

- A. **ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE**
GREG LANGER, CHAIR

1. As Submitted

No Report.

- B. **BUSINESS FINANCE & BUDGET COMMITTEE**
JOE FALKENBERG, CHAIR

1. As Submitted

Nothing Submitted.

- C. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE**
SCOTT LAMERAND, CHAIR

1. As Submitted

No Report.

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

1. As Submitted

No Report.

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE
KOLLIN KOZLOWSKI, CHAIR

1. As Submitted

No Report.

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

1. Consider an Ordinance Granting a Special Use to Permit a Tobacco and Electronic Cigarette Store at 293 N. Northwest Highway
Council District: Six

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

2. As Submitted

Consider an Ordinance Granting a Special Use to Permit a Fence to be Set Back Eight Feet from the Side Lot Line Abutting a Street at 550 E. Knox Street
Council District: Three

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

3. As Submitted

No Report

XI. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

Village Manager Reid Ottesen spoke about a police call at Laredo Plaza in October. Ottesen explained about a completed review and mentioned the Safety Act and law enforcement statutes.

Police Chief William Nord summarized the occurrence at 1190 E Dundee Road with three subjects, one individual, and local law enforcement. Nord spoke about the circumstance in detail and defined the Trust and Safety acts.

1. As Submitted

No Report.

B. VILLAGE CLERK

1. As Submitted

No Report.

C. VILLAGE ATTORNEY

1. As Submitted

No Report.

XII. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XIII. RECOGNITION OF AUDIENCE

The following Palatine residents asked the Mayor and Council to pass a Welcoming City Resolution or Ordinance supporting the immigrant community and setting parameters on ICE raids in Palatine.

- Justin O'Rourke, 529 S. Benton Street send a positive message to immigrant residents.
- Tom Soule, 377 Briarwood Lane cited court cases regarding ICE.
- Judy Janes, 162 S. Middleton Ave suggested providing resources to local businesses.
- Jeanne Scown, 1108 W. Glencoe Road stated people are afraid to come to the POC.
- Joyce Slavick, 515 Benton Street - ICE making community less safe; ICE agents inept and appreciate Nord's review; want Welcoming Village ordinance
- John LePress, 110 Oak St noted his disdain for ICE tactics.
- Melissa, 107 S. Greeley Street, District 2 urged protecting residents from ICE.
- Andrew Namowicz, 639 N. Benton St called for an independent investigation.
- Laura Hernandez, 2100 Bayside Drive echoed support for the immigrant community.
- Carol Kenny, 1361 Peppertree called for adoption of resolution or ordinance.
- Barb & John Figlewicz, 1140 W. Wood Street - Garden Club, helps out at POC; Sanborn students come from everywhere; scared for these kids; children being psychologically impacted by this; shouldn't they identify themselves? Gave Chappy's owner the information from Guillas' information, better than the ICE thugs.

- Cathy Reynolds on Hale St spoke about community trust.
- Laura D. 255 N Schiller St spoke about the effect on children of seeing ICE in the community.

Roman Golash of Juniper Dr spoke about his support of the Palatine Police Department.
Renea Gladstone of Inverness spoke of the impact to visitors to Palatine of ICE.

XIV. ADJOURNMENT

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

MEETING ADJOURNED AT 8PM.

SUBMITTED BY:

Maureen Pasqualucci
Village Clerk

Consider an Ordinance Transferring Special Use Ordinance #O-123-03 to Permit the Continued Operation of a Restaurant/Bar at 110 N. Brockway Street

BACKGROUND:

The Subject Property is zoned Planned Development and contains the existing Emmett's Brewing company. Rob Kwiatek of Emmett's PT, LLC is requesting a transfer of the existing Restaurant/Bar. Therefore, the Petitioner is requesting approval of the following:

Transfer of Special Use #O-123-03 to permit the continued operation of a Restaurant/Bar at 110 N. Brockway Street.

KEY ISSUES:

- A Special Use for the Restaurant/Bar ("Emmett's Tavern") was originally granted in May 2003 (Ordinance #O-123-03) to Burns Hospitality Group.
- The Petitioner is not proposing any changes to the restaurant operations, menu, or floor plan. Any significant changes to the floor plan or business operations would require additional Village Council review.
- The Petitioner is the CEO of Emmett's Brewing Company and the requested Special Use transfer would maintain Emmett's presence in downtown Palatine. The requested transfer is a component of the planned succession process from the original Emmett's owners and the Petitioner has worked for Emmett's for 17 years.
- The existing hours of operation would be maintained as follows, Monday-Thursday 11:30 AM - 10 PM; Friday-Saturday 11:30 AM - 10PM; and Sunday 11:30 AM - 9 PM.
- Special Use amendments for live entertainment (Ord. #O-110-07) and floor plan expansion(Ord. #O-156-07) were previously approved in 2007.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the transfer of the Special Use Ordinance #O-123-03 to Rob Kwiatek of Emmett's PT, LLC.

ACTION REQUIRED:

Motion to approve an ordinance transferring Special Use Ordinance #O-123-03 to Rob Kwiatek of Emmett's PT, LLC to permit the continued operation of a Restaurant/Bar at 110 N. Brockway Street.

ATTACHMENTS:

1. Aerial Map
2. ORD - SUT - 110 Brockway
3. EXHIBIT - Business Plan Narrative
4. Special Use Transfer Application
5. O-123-03 - SU - 110 N. Brockway



0 300 600
ft

Print Date: 11/3/2025

Notes

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

ORDINANCE NO. _____

**AN ORDINANCE TRANSFERRING
SPECIAL USE ORDINANCE #O-123-03
110 N. BROCKWAY STREET**

WHEREAS, Ordinance # O-123-03 granted a Special Use to permit a Restaurant/Bar, on the property commonly known as 110 N. Brockway Street; and

WHEREAS, Ordinance # O-110-07 granted a Special Use to permit live entertainment uses with conditions; and

WHEREAS, Ordinance # O-156-07 authorized a floor plan expansion; and

WHEREAS, pursuant to Section 14.05(h) in Appendix A of the Village of Palatine Code of Ordinances, in the event of the sale or lease of this business, the Special Use may be transferred after review and consent of the Village Council; and

WHEREAS, since the Village Council did meet on November 10, 2025, to review a request by Rob Kwiatek of Emmett's PT, LLC, that the Special Use be transferred to permit the continued operation of a Restaurant/Bar, with no substantial changes, and it was the recommendation of the Village Council that the transfer of the Special Use to Rob Kwiatek of Emmett's PT, LLC be approved, without additional amendment.

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

SECTION 1: That the Special Use granted by Ordinance #O-123-03 is hereby transferred to Rob Kwiatek of Emmett's PT, LLC, to permit the continued operation of Restaurant/Bar, pursuant to the attached Special Use Ordinance and associated plans and subject to the following conditions:

- 1. That the special use by ordinance O-123-03 is hereby transferred to Robert Kwiatek of Emmett's PT, LLC to permit the continued operation of a restaurant to be known as Emmett's Brewing Company**

SECTION 2: All conditions of Special Use Ordinance #O-123-03, as amended, shall remain in full force and effect.

DATED: This ____ day of _____, 2025

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

APPROVED by me this ____ day of _____, 2025

Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk

this ____ day of _____, 2025.

Village Clerk

October 2, 2025

Village of Palatine
Zoning Board of Appeals
200 E. Wood Street
Palatine, Illinois 60067

Re: Petition of Special Use Transfer – Emmett’s PT LLC (f/k/a Ale House III, LLC)

Dear Members,

Narrative of Ownership Transition for Emmett’s PT LLC

For nearly three decades, Emmett’s Brewing Company has been a fixture in the community, contributing not only as a dining and gathering destination but also as a long-standing employer and partner in Palatine’s downtown vitality.

As part of a long-term succession plan, the founding owners, Andrew and Matthew Burns, have transferred ownership of Emmett’s Holding Company, LLC — including Emmett’s PT LLC — to Robert (Rob) Kwiatek. Rob has been with the company for over 17 years and has served as Chief Executive Officer since 2020. This transition represents a deliberate and thoughtful generational hand-off from the original founders to experienced leadership who knows the business, its people, and its role in the community.

The goals of this transaction are threefold:

1. **Continuity of Operations** – The business will continue to operate as Emmett’s Brewing Company, with no disruption in service or operations. The same staff, management, and facilities remain in place.
2. **Preservation of Jobs and Economic Activity** – Emmett’s PT LLC employs dozens of local residents, supports area vendors, and brings customers to the downtown district. Continuity of the PUD use ensures that these economic benefits remain firmly rooted in Palatine.
3. **Succession and Stability** – Rather than selling to an outside group, the founders have transferred ownership to a trusted internal leader who has proven himself capable of stewarding the company’s future. This ensures that the company’s values, community focus, and operational standards remain intact.

The ownership transition has been structured to be seamless. There are **no changes to the property, building footprint, or zoning compliance**. The business continues under the same legal entity — Emmett’s PT LLC — with only the ownership interests in its parent company changing hands. The property continues to be operated in full compliance with the Village’s Planned Unit Development approvals, and no modifications to the approved use are being requested.

In short, this is not a new operator seeking to introduce a new use, but rather a continuity of the same Emmett’s Brewing Company that has been serving Palatine for decades, now entrusted to a leader who has been integral to its operations for many years.

Sincerely,



Robert S Kwiatek
Manager
Emmett’s PT LLC



SPECIAL USE TRANSFER

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

CONTACT INFORMATION WORKSHEET

PETITIONER(S)		Business Name (If applicable)	
Rob Kwiatek - Emmett's PT LLC d/b/a Emmett's Brewing Co.			
Address		City/State/Zip Code	
110 N Brockway St, Palatine IL 60067			
Telephone		Fax	
847-452-1652			
Email			
rob.kwiatek@emmettsbrewingco.com			
Subject Property Address			
110 N Brockway St, Palatine IL 60067			
AUTHORIZED AGENT (if applicable)		Business Name (if applicable)	
Same as above			
Address		City/State/Zip Code	
Telephone		Fax	
Email			



SPECIAL USE TRANSFER

Department of Planning & Zoning

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

Required Materials

- ☐ Application Form
- ☐ Business Plan (including but not limited to nature of business, hours of operation, number of employees, floor plan, menu, and any proposed changes to the business)
- ☐ Proof of Ownership

Business Owner(s):

Emmett's Holding LLC as sole member of Emmett's PT LLC d/b/a Emmett's Brewing Co.

Rob Kwiatek as sole owner of Emmett's Holding LLC and manager of both entities

Subject Property Address:

110 N Brockway St, Palatine IL 60067

The owner(s) listed above are requesting that Special Use Ordinance # O-123-03 be transferred from No Change in Entities only change in LLC members to individuals(s) and/or company listed above. I have read the ordinance(s) and agree to comply with all applicable ordinance(s) and any conditions contained therein. As the new business owner(s), the following changes (if any) are proposed to the business operation and/or floor plan:

No changes to operations or use from previously approved ordinance

I understand that if the Village determines the nature or characteristics of the business will substantially change, a new Special Use may be required.

Petitioner's Signature

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

Rob Kwiatek, Manager of Emmett's Holding LLC and its subsidiary Emmett's PT LLC

10/23/25

Name

Date

Robert Kwiatek

Digitally signed by Robert Kwiatek
Date: 2025.10.23 15:29:31 -05'00'

Signature

Signature of Consent from Landlord, Property Owner(s), or Former Operator

I consent to the Special Use Transfer of the above mentioned property and that the information contained on page 1 herein and in any accompanying documents is accurate to the best of my knowledge.

Andrew Burns, Manager, Brockway RE Holding LLC

10/23/25

Name

Date

400fc084-3195-4a49-
a7d0-781efb3726a7

Digitally signed by 400fc084-3195-4a49-
a7d0-781efb3726a7
Date: 2025.10.23 11:07:01 -05'00'

Signature

ORDINANCE NO. 0-123-03

**ORDINANCE GRANTING A SPECIAL USE
FOR A RESTAURANT AND BAR WITH OUTDOOR SEATING
100 AND 108 N BROCKWAY EMMETT'S TAVERN**

PETITIONER'S EXHIBIT

3

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
On June 2, 2003**

ORDINANCE NO. 0-123-03

**AN ORDINANCE GRANTING A SPECIAL USE
FOR A RESTAURANT AND BAR WITH OUTDOOR SEATING
100 AND 108 N. BROCKWAY STREET – EMMETT'S TAVERN**

WHEREAS, pursuant to a public hearing held on April 21, 2003, May 5, 2003 and June 2, 2003, of which public notice was given as required by law, the Village Council 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 hearings and reported its findings regarding granting a Special Use for a restaurant and bar with outdoor seating to be known as Emmett's Tavern, pursuant to Sec. 11.03(D)(19) of the Palatine Zoning Ordinance, on the following legally described property:

Lots 1, 2, 5 and 7 of the subdivision of part of the East 1/2 of the Southeast 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, recorded as Document Number 129579

commonly known as 100 and 108 N. Brockway Street

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 for a restaurant and brewery with outdoor seating to be known as Emmett's Tavern, pursuant to Sec. 11.03 (D)(19) of the Palatine Zoning Ordinance is hereby granted, subject to the following conditions:

- 1. The Special Use to permit the operation of a restaurant is granted solely to Andrew Burns and the Burns Hospitality Group, and may be transferred only after review by the Zoning Board of Appeals and consent of the Village Council. In the event of the sale or lease of this business, the existing and prospective proprietors shall appear before a public meeting of the Zoning Board of Appeals. The Zoning Board of Appeals shall review the request and in its sole discretion, shall either:**

- 1.1 Recommend that the Village Council approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the Special Use Ordinance, or
- 1.2 If the Zoning Board of Appeals deems that the new proprietor contemplates a change in use which is inconsistent with this Special Use Ordinance, the new proprietor shall be required to petition for a public hearing before the Zoning Board of Appeals to amend the Special Use Ordinance. (Standard Condition)
- 2 The Special Use shall substantially conform to the engineering plans by Seton Engineering, dated 8/6/02 and to the Elevations, Floor Plan and Landscape Plan by Tilton, Kelley and Bell attached hereto as Exhibit "A", except as such plans may be changed to conform to Village Codes and Ordinances and the conditions below (Standard Condition)
- 3 The hours of operation of the outdoor café shall be limited to Sunday through Thursday 9:00 AM to 11:00 PM and Friday and Saturday from 9:00 AM to 1:00 AM. (Staff)
- 4 Any change to the floor plan, including the expansion of the seating area into the basement shall receive Village Council approval (Staff)

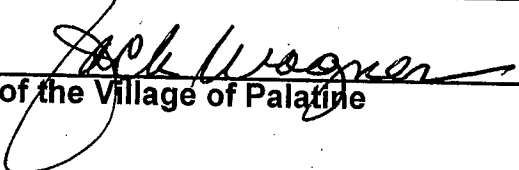
SECTION 2: That the petition for special use, the minutes of the Village Council and the public notice be attached hereto and form a part of this ordinance.

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

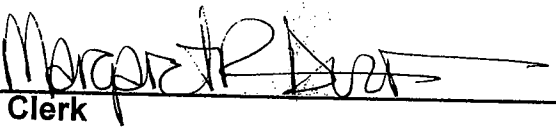
PASSED: This 2nd day of June, 2003

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

APPROVED by me this 2nd day of June, 2003

Pro-Tem 
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 2nd
day of June, 2003


Village Clerk

Consider an Ordinance Granting Variations for a Driveway Expansion and a Lot Coverage Variation at 42 W. Robertson Street

BACKGROUND:

The Petitioner is seeking Variations to expand an existing driveway with paver stones. Therefore, the petitioner is requesting the following:

Variations to permit a driveway to be set back 1-foot, instead of the minimum required 2-feet, pursuant to Section 7.04 (i)(2), and to permit the lot coverage to be 52%, instead of the maximum permitted coverage of 45%.

KEY ISSUES:

The Subject Property is zoned “R-2” Single-Family district and is located within the Robertson & Patton's Addition to Palatine Subdivision. The property is approximately 8,712 square feet in area and consists of a single-family residence and a detached garage.

- The Petitioner is proposing to expand the existing driveway width by two feet. The application materials and justification indicate that the driveway area is constrained, and the expanded area would enhance mobility when moving vehicles. The expansion will consist of landscaping paver stones and would provide a driveway aisle width of 11.5 feet in which to maneuver vehicles. The location and placement of the home reduces the driveway to 9.5 feet, at its narrowest.
- The proposed expansion encroaches one foot into the required 2-foot setback for residential driveways. An open space of one foot will be maintained between the lot line and the proposed driveway expansion. The expansion will not conflict with any additional residential driveway standards established by the zoning ordinance.
- The dimensions of the subject lot are compliant with “R-2” zoning district standards. At 66 feet wide, the subject lot is narrower than the current minimum required lot width of 75 feet.
- The proposed expansion also exceeds the maximum permitted lot coverage in the “R-2” zone district. Existing lot coverage is approximately 49%. With the driveway expansion, the lot coverage increases 238 square feet and raises the overall lot coverage to 52% of the subject property. The Petitioner removed some of the existing sidewalk and patio areas in the rear yard. With a detached garage and other related single-family improvements, the lot coverage is comparable to the other similarly sized lots with detached garages in this neighborhood.
- A letter of support has been submitted by the neighbor located immediately west of the subject property and directly abutting the driveway expansion.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on October 28, 2025.

Residents testifying: None.

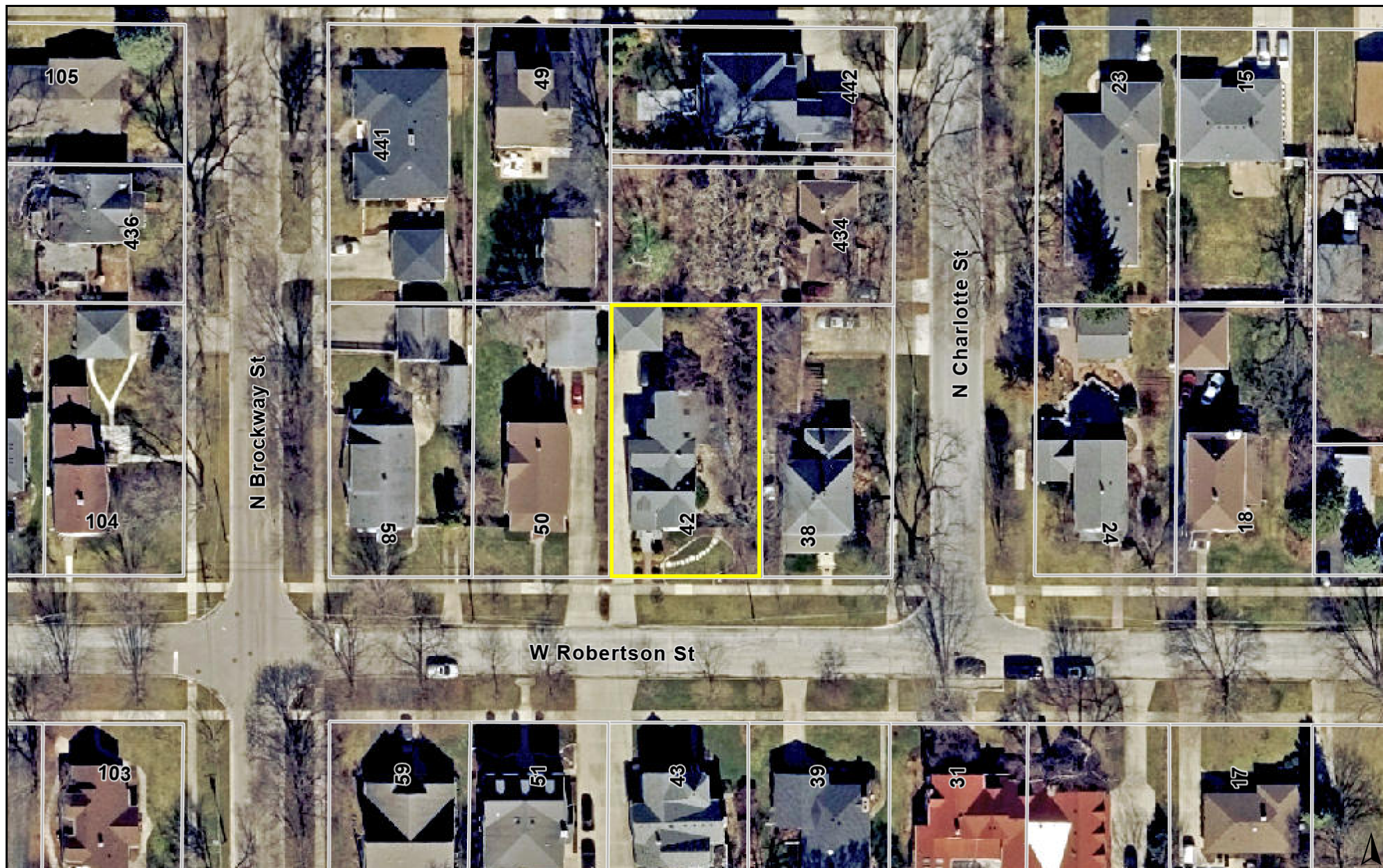
Vote: The PZC voted unanimously to approve a variation. Staff concurs.

ACTION REQUIRED:

Motion approving a variance to permit a driveway expansion at the subject property.

ATTACHMENTS:

1. Aerial Map
2. ORD - SU 42 W. Robertson
3. EXHIBIT - Site Plan
4. EXHIBIT - Letter of Support - Redacted
5. PZC Materials
6. Draft PZC Minutes -10-28-25
7. Public Notice



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ft

Print Date: 10/7/2025

Notes

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIATIONS AT
42 W. ROBERTSON STREET**

WHEREAS, pursuant to a petition and public hearing on October 28, 2025, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for variations to permit a driveway to be set back 1 foot, instead of the minimum required 2 feet, pursuant to Section 7.04 (i)(2), and to permit a lot coverage of 52%, instead of the maximum permitted coverage of 45%, pursuant to 10.06(g)(1)(b) of the Palatine zoning ordinance, on the following legally described property:

THE WEST ½ OF LOTS 42 AND 43 IN BLOCK “D” IN ROBERTSON AND PATTENS ADDITION TO PALATINE, A SUBDIVISION OF THE SOUTH ½ EAST OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 42 W. Robertson Street (PIN# 02-15-214-007-0000)

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

SECTION 1: The variations to permit a driveway to be set back 1 foot, instead of the minimum required 2 feet, pursuant to Section 7.04 (i)(2), and to permit a lot coverage of 52%, instead of the maximum permitted coverage of 45%, pursuant to

10.06(g)(1)(b) of the Palatine Zoning Ordinance, are hereby granted, subject to the following condition(s):

1. The variations shall substantially conform to the plans submitted by the petitioner, dated 09/12/2025, except as such plans may be changed to conform to Village Codes and Ordinances.

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

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

PASSED: This _____ day of _____, 2025

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

APPROVED by me this _____ day of _____, 2025

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2025

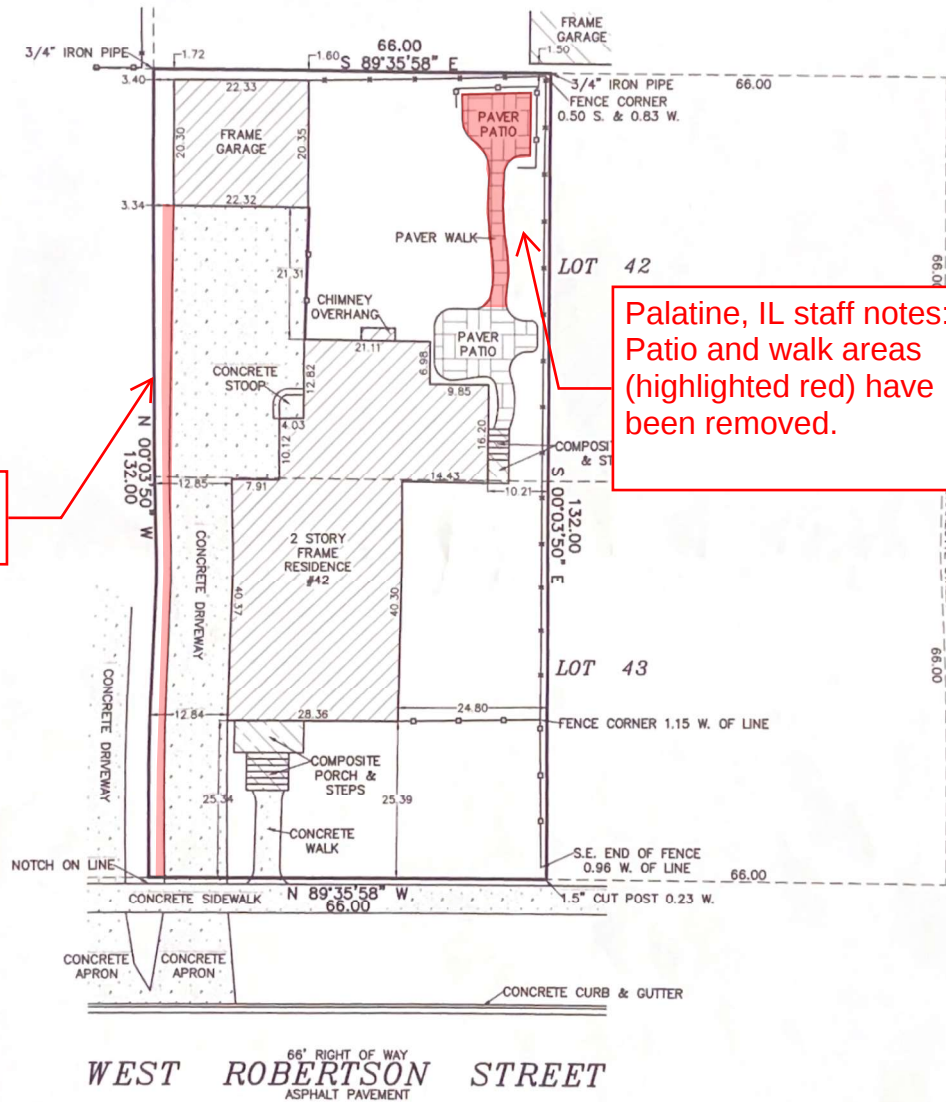
Village Clerk

PLAT OF SURVEY

OF

THE WEST 1/2 OF LOTS 42 AND 43 IN BLOCK "D" IN ROBERTSON AND PATTESS ADDITION TO PALATINE, A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

BASIS OF BEARING
(ASSUMED)



Proposed 2-ft
driveway ribbon.

Palatine, IL staff notes:
Patio and walk areas
(highlighted red)
have been removed.

LEGEND

- CHAIN LINK FENCE
- WOOD FENCE

MEASURED LOT AREA = 8,712 SQ. FT. (0.200 ACRES)

- All dimensions shown are given in feet & decimal parts thereof
- No angles or distances are to be assumed by scaling
- Legal description, building lines and easements are taken from recorded subdivision plat and/or other available documentation. Refer to title policy, deed or local jurisdiction for building setbacks and easements not shown hereon and report any discrepancies.

Scale: 1"=20'
Order # 25-132
Address: 42 W. Robertson St.
Palatine, IL 60067
P.I.N. 02-15-214-007
Ordered by: Alma & Alma, Ltd.



THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL

STATE OF ILLINOIS } ss.
COUNTY OF KANE }

I, Keith E. DeLaney, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Keith E. DeLaney, Illinois P.L.S. #035-003385
Dated: May 27, 2025

Field work completed: May 27, 2025
Professional Design Firm Lic. No. 184.005204
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Sept 15, 2025

To: Village of Palatine Planning Committee

From: Property owners: 50 W Robertson St, Palatine
David E Bornside
Margaret V Heath

Re: Variance: Paver Ribbon for 42 W Robertson St (Kelly Schnell)

It is our understanding that there is a request to add a 24 inch paver ribbon along the existing driveway at 42 W Robertson St. This addition will be within the property line between their residence and ours. As property owners at 50 W Robertson St, we do not have any objections with this request.

David E Bornside

Date 9/15/2025

Margaret V Heath

Date 9/15/2025



**VILLAGE OF PALATINE
PLANNING AND ZONING COMMISSION**

42 W. Robertson Street – Variation

October 28, 2025

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Ryan Auer

PETITIONER: Kelly Schnell, Owner

PLAN NUMBER: VAR-000216-2025

ADDRESS: 42 W. Robertson Street

BACKGROUND:

The Petitioner is seeking a variation to expand an existing driveway with paver stones. Therefore, the petitioner is requesting the following:

- 1. Variation to permit a driveway to be setback one foot, instead of the minimum required 2 feet, pursuant to Section 7.04 (i)(2).**
- 2. Variation to permit lot coverage of 55%, instead of the maximum permitted coverage of 45%.**

Surrounding Zoning/Uses:

North	"R-2", Single-Family District (Robertson & Patton's Add. to Palatine)
South:	"R-2", Single-Family District (Robertson & Patton's Add. to Palatine)
East:	"R-2", Single-Family District (Robertson & Patton's Add. to Palatine)
West:	"R-2", Single-Family District (Robertson & Patton's Add. to Palatine)

KEY ISSUES:

- The Subject Property is zoned "R-2" Single-Family district, and is located within the Robertson & Patton's Addition to Palatine Subdivision. The property is approximately 8,172 square feet in size and consists of a single-family residence with a detached-garage.

- The Petitioner is proposing to expand the existing driveway width by 2 feet. The petitioner states the driveway area is constrained and is seeking to enhance mobility when moving around parked vehicles. The expansion will consist of landscaping paver stones.
- The proposed expansion will encroach 1 foot into the required 2-foot setback for residential driveways. An open space of 1 foot will be maintained between the lot line and the proposed driveway expansion. The expansion will not conflict any additional residential driveway standards established by the zoning ordinance.
- The principal structure is positioned near to the western side lot line. The submitted plat of survey displays the principal structure setback at a distance of 13 feet from this side lot line. The existing driveway is 10 feet wide and cannot be expanded to the east.
- The dimensions of the subject lot are compliant with “R-2” zoning district standards. The subject lot is 66 feet wide. Lots platted prior to the 1958 date are permitted a minimum lot width of 50 feet. The respective subdivision was annexed prior to 1958 and has no record of plat modification.
- The proposed expansion will exceed the maximum permitted lot coverage in the “R-2” zone district. Existing lot coverage is approximately 4,254 square feet. Adding the proposed 238 square-foot expansion will raise the total lot coverage for the site to a total of 4492 square feet – covering 55% of the subject property.
- A letter of support has been submitted by the neighbor located immediately west of the subject property; nearest to the proposal.

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

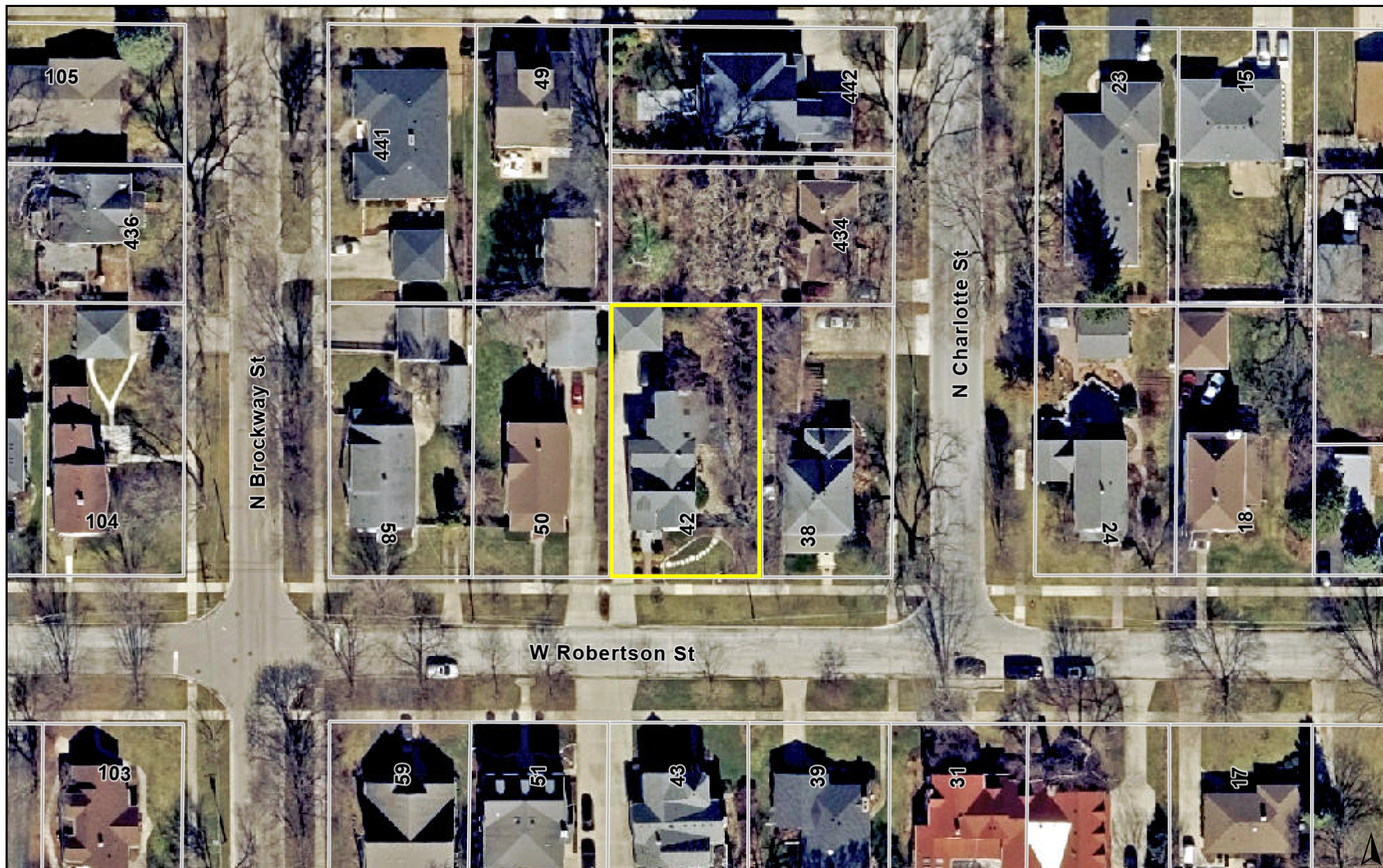
STAFF RECOMMENDATION:

The applicant is requesting to widen the existing driveway at the subject property. The expansion will result in an encroachment upon the minimum two-foot setback for residential driveways. The principal structure and driveway are positioned near a lot line and does limit the owner’s ability to expand the driveway in either direction. The proposed improvements will exceed the lot coverage maximum for the respective zoning district. Staff does not anticipate the request to conflict with the standards for variations.

Therefore, Staff recommends approval of the requested variation with the following

conditions:

1. The variation shall substantially conform to the plans prepared by the petitioner, except as such plans may be changed to conform to Village Codes and Ordinances.



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Print Date: 10/7/2025

Notes

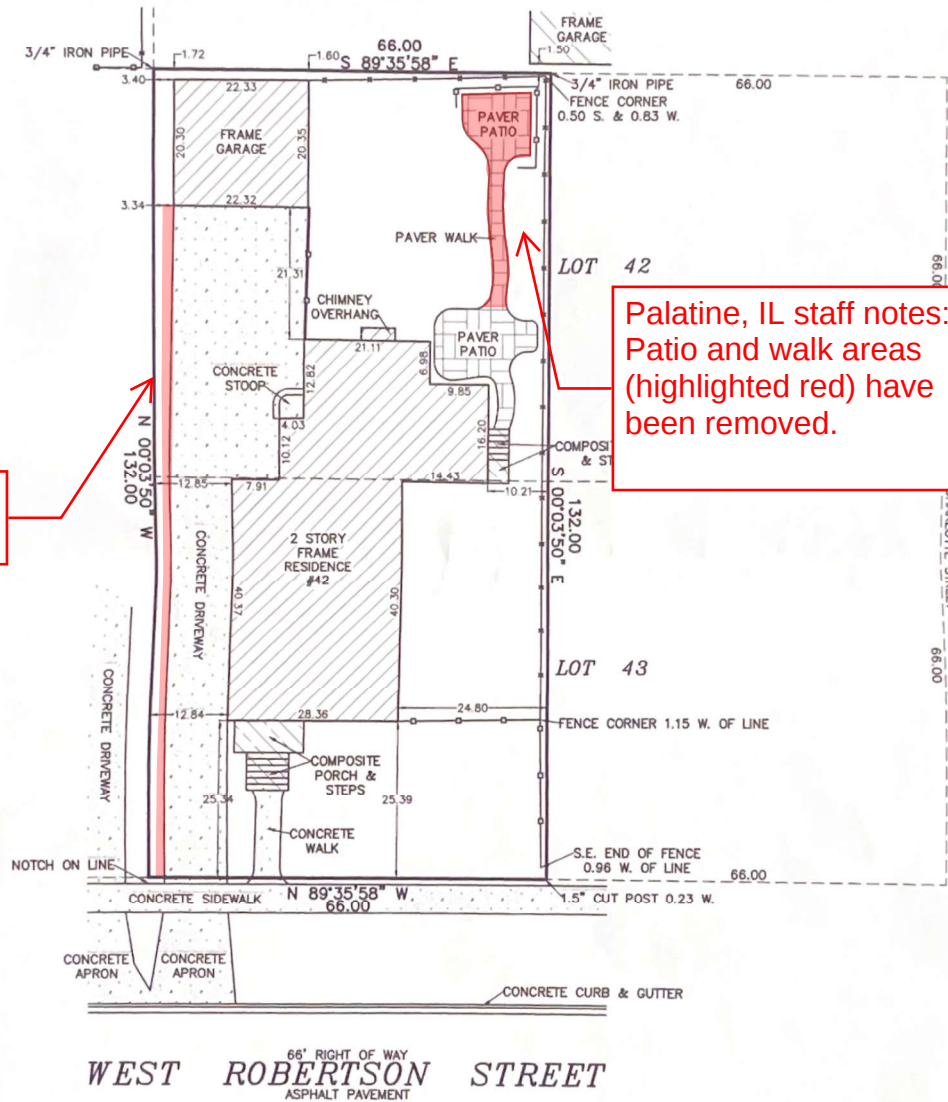
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently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

PLAT OF SURVEY

OF

THE WEST 1/2 OF LOTS 42 AND 43 IN BLOCK "D" IN ROBERTSON AND PATTENS ADDITION TO PALATINE, A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

BASIS OF BEARING
(ASSUMED)



Proposed 2-ft
driveway ribbon.

Palatine, IL staff notes:
Patio and walk areas
(highlighted red) have
been removed.

LEGEND
—●— CHAIN LINK FENCE
—○— WOOD FENCE

MEASURED LOT AREA = 8,712 SQ. FT. (0.200 ACRES)

- * All dimensions shown are given in feet & decimal parts thereof
- * No angles or distances are to be assumed by scaling
- * Legal description, building lines and easements are taken from recorded subdivision plat and/or other available documentation. Refer to title policy, deed or local jurisdiction for building setbacks and easements not shown hereon and report any discrepancies.

Scale: 1"=20'
Order # 25-132
Address: 42 W. Robertson St.
Palatine, IL 60067
P.I.N. 02-15-214-007
Ordered by: Alma & Alma, Ltd.



STATE OF ILLINOIS } ss.
COUNTY OF KANE }

I, Keith E. DeLaney, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Keith E. DeLaney Illinois P.L.S. #035-003385
Dated: May 27, 2025

Field work completed: May 27, 2025
Professional Design Firm Lic. No. 184.005204
This professional service conforms to the current Illinois minimum standards for a boundary survey.

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL



VARIATION APPLICATION

Department of Planning & Zoning

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

Petitioner Name

Kelly Schnell

Business Name (if applicable)

Subject Property Address

42 W ROBERTSON STREET

Please provide a description of your proposed request:

We would like to add a 2' paver ribbon along the side of our driveway. This will turn a non-functioning space between the neighboring driveway and ours into a functional space to allow us to get in and out of our cars along our long, narrow driveway. This will also allow my children safe access with their bikes as they pass beside the cars in the driveway.

Petitioner Justification

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

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

We currently have limited space along the left side of our driveway. Parking along side the house creates a pinch point we are trying to alleviate. This will help devote a space to access the sidewalk and the road. We also believe this will add beauty and charm to our home.

That the plight of the owner is due to unique circumstances:

Right now the central space between the driveways serves no real purpose. We are trying to combine function and beauty with the addition of the ribbon. We did this on our previous home on Plum Grove and it was a beautiful addition to our landscape.

That the Variation, if granted, will not alter the essential character of the locality:

The addition of the ribbon will impose no adverse effects to the surrounding area. My neighbor in the house next door is amenable to the addition of the pavers and will provide a letter stating so as well at a future date. Again this will bring both function and beauty to our home and the neighborhood in general.

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

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

This request will not create adverse impacts on the surrounding properties.

Sept 15, 2025

To: Village of Palatine Planning Committee

From: Property owners: 50 W Robertson St, Palatine
David E Bornside
Margaret V Heath

Re: Variance: Paver Ribbon for 42 W Robertson St (Kelly Schnell)

It is our understanding that there is a request to add a 24 inch paver ribbon along the existing driveway at 42 W Robertson St. This addition will be within the property line between their residence and ours. As property owners at 50 W Robertson St, we do not have any objections with this request.

David E Bornside

Date 9/15/2025

Margaret V Heath

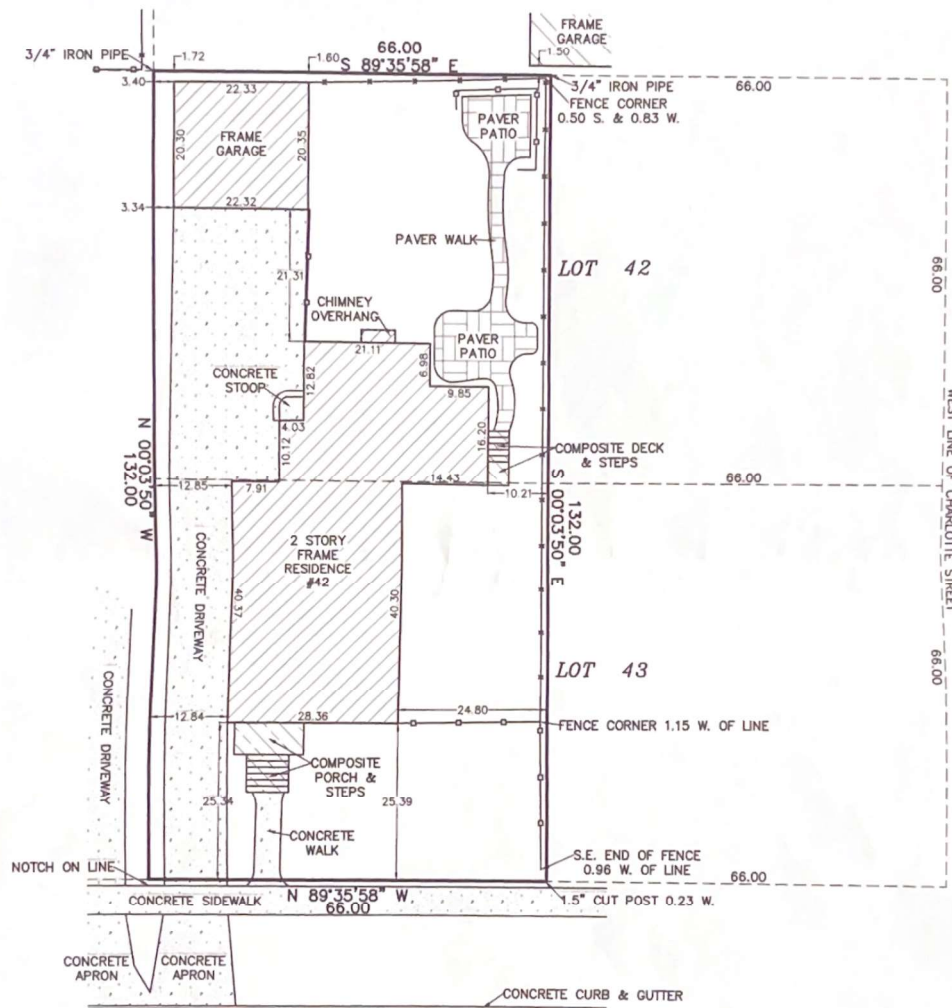
Date 9/15/2025

PLAT OF SURVEY

OF

THE WEST 1/2 OF LOTS 42 AND 43 IN BLOCK "D" IN ROBERTSON AND PATTENS ADDITION TO PALATINE, A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

BASIS OF BEARING
(ASSUMED)



66' RIGHT OF WAY
WEST ROBERTSON STREET
ASPHALT PAVEMENT

LEGEND

- CHAIN LINK FENCE
- WOOD FENCE

MEASURED LOT AREA = 8,712 SQ. FT. (0.200 ACRES)

- * All dimensions shown are given in feet & decimal parts thereof
- * No angles or distances are to be assumed by scaling
- * Legal description, building lines and easements are taken from recorded subdivision plat and/or other available documentation. Refer to title policy, deed or local jurisdiction for building setbacks and easements not shown hereon and report any discrepancies.

Scale: 1"=20'
Order # 25-132
Address: 42 W. Robertson St.
Palatine, IL 60067
P.I.N. 02-15-214-007
Ordered by: Alma & Alma, Ltd.



STATE OF ILLINOIS } ss.
COUNTY OF KANE }

I, Keith E. DeLaney, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the above described property, and that the above plat is a correct representation of said survey.

Keith E. DeLaney Illinois P.L.S. #035-003385
Dated: May 27, 2025

Field work completed: May 27, 2025
Professional Design Firm Lic. No. 184.005204
This professional service conforms to the current Illinois minimum standards for a boundary survey.

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL



PLANNING AND ZONING COMMISSION

OCTOBER 28, 2025 AT 7:00 PM

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

MINUTES

REGULAR MEETING

7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

- A. DRAFT PZC Minutes - 10/14/25

IV. PUBLIC HEARING

- A. 42 W. Robertson Street

- 1. Variation to permit a driveway to be setback one foot, instead of the minimum required 2 feet, pursuant to Section 7.04 (i)(2) and a Variation to permit lot coverage of 55%, instead of the maximum permitted coverage of 45%.

VAR-000216-2025 – 42 W Robertson St.

Notice was published in the Journal & Topics on October 9th, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

- 1. Application
- 2. Plat of Survey
- 3. Proof of Ownership
- 4. Site Plan
- 5. Letter of Support
- 6. Public Notice

Mr. Auer provides background on the request and states the petitioner is requesting to expand the existing driveway by two feet with paver stones. The proposed driveway will be setback 1' from the nearest lot line, instead of the required 2' setback set forth in the driveway regulations. **The proposal also conflicts with lot coverage maximum for the "R-2" zoning district as the final lot coverage following the**

proposed installation will cover 55% of the subject lot instead of maximum of 45%.

Sworn in petitioner: Kelly Schnell, Owner – 42 W Robertson St.

Mr. Schnell stated he purchased his house last June and noted that some modifications to the landscaping are needed. There is a space between the two lots with approximately 50 elm trees that are over 30 years old. Removing them would be a big change to the property's appearance.

He mentioned establishing a good relationship with his neighbor. He refers to a site plan and explains that the area to the left of the yellow line was planted by him, though it extends slightly onto the neighbor's side.

Mr. Schnell also discussed his plan to install two paver ribbons, referencing a similar layout he had at his previous home at 349 N Plum Grove. He said it was one of his favorite features because it provided both function and safety for his family while also being aesthetically pleasing.

His neighbors, David and Margaret, understand the project and are aware that the new paver area would be located near the property line.

Mr. Schnell explained that his driveway is only 10 feet wide, which requires parking all the way to one side in order to exit the vehicle. The paver ribbons would make it easier to maneuver around the cars.

Commissioner Kolososki clarified the square footage of the existing lot coverage and noted that the property already exceeds the maximum allowed for the "R-2" zoning district, with coverage increasing from 4,254 square feet to 4,492 square feet—already above the 45% limit. He added that the proposed 238 square feet is not equivalent to 10%.

Mr. Auer confirmed that the existing conditions already exceed the maximum lot coverage for "R-2" zoning at 52% for existing coverage, and adding the 238 square-foot paver ribbon would further increase the nonconformity to 55% of lot coverage.

Chairman Wood noted that a patio had been removed and requested the size of the patio that had been removed.

Mr. Auer and the homeowner were unable to confirm the square footage of the patio that was removed.

Mr. Schnell stated that the patio was removed to expand the amount of green space in the backyard for the children and for entertaining purposes.

Chairman Wood reiterated that the property already exceeds the permitted lot coverage.

Mr. Schnell commented that one of the challenges of owning an older home is that the rear garage and the driveway leading to it consume a significant portion of the lot coverage allowance.

Mr. Auer explained that the request is to construct a 2-foot-wide paver ribbon to expand the existing driveway. The proposal encroaches on two zoning regulations: the required 2-foot minimum driveway setback and the maximum 45% lot coverage

permitted in the "R-2" district.

He noted that the review of this request considers both the unique circumstances of the property and any potential impact on surrounding properties. **The positioning of the home on the lot limits the available driveway width, resulting in a substandard driveway compared to contemporary driveway designs.**

Mr. Auer further stated that the rear garage requires a long driveway, which contributes significantly to the overall lot coverage. He clarified that there will remain a one-foot open space between the proposed paver ribbon and the property line. A letter of support was received from the adjacent neighbor for this project. To display the proposal's conformity to the surrounding character, Auer referenced an approved petition in the nearby area. This proposal included an old, small-width lot where a 1.5-foot driveway expansion was approved. This request is comparable and staff does not foresee that it will adversely affect the character of the surrounding area.

Commissioner Friedman sought clarification regarding the lot coverage calculations.

STAFF RECOMMENDATION:

The applicant is requesting to widen the existing driveway at the subject property. The expansion will result in an encroachment upon the minimum two-foot setback for residential driveways. The principal structure and driveway are positioned near a lot line and does limit the owner's ability to expand the driveway in either direction. The proposed improvements will exceed the lot coverage maximum for the respective zoning district. Staff does not anticipate the request to conflict with the standards for variations. Therefore, Staff recommends approval of the requested variation with the following conditions:

1. The variation shall substantially conform to the plans prepared by the petitioner, except as such plans may be changed to conform to Village Codes and Ordinances.

Following staff reading the recommendation, Mr. Schnell asked for clarification regarding the lot coverage.

Commissioner Friedman observed that there may have been a transposed number in the initial figures.

After recalculating, Mr. Auer determined that the lot coverage following the proposal would be approximately 52% (Staff's standard practice is to round up - calculation is 51.5%). The new lot coverage maintains the need for zoning relief, as it exceeds 45% lot coverage.

Commissioner Friedman noted that the public notice referenced a request for 55% lot coverage. However, the new lot coverage does not conflict with the legality of the notice. Mr. Auer agreed. The updated lot coverage is still within the scope of the published notice and staff recommendation. The new lot coverage (52%) remains valid for the Commission to review and make a recommendation to the Village Council.

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

Commissioner Fedota Made a motion to approve subject staff's conditions; seconded by Commissioner Noonan

DISCUSSION:

Commissioner Fedota stated that the request makes sense, noting that it prevents the need to step out of the driver's side into mud. He added that the neighbor's approval supports the request and that this is not an uncommon issue on narrow, substandard lots in the R2 district. He viewed the proposal as a good solution. Commissioner Roth-Wurster stated that the project would not alter the character of the neighborhood. She noted that older homes were built when cars were smaller, and the lot configuration creates a unique circumstance that meets the standards for a variation.

Commissioner Friedman observed that the neighbor most affected by the request has expressed support and engaged in discussions with the applicant.

Chairman Wood commented that the property is narrow but long, which contributes to the lot coverage challenge. She added that the proposal provides a practical solution for maneuvering vehicles and bicycles and meets the standards for a variation.

Chairman Wood summarized that this request has met the standards and was unanimously approved by a vote of 8-0. This item will tentatively go to Village Council on Monday November 10th, 2025.

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

V. PUBLIC COMMENT

VI. ADJOURNMENT

CERTIFICATE OF PUBLICATION

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

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

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

(Village) (Town) (City) (Township) of PALATINE 42 W. ROBERTSON ST.



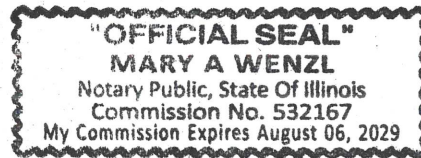
County of COOK

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

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 9TH day of OCTOBER, A.D. 2025, and the last publication thereof was made on the 9TH day of OCTOBER, A.D. 2025.

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

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



Mary A. Wenzl
IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 9TH day of OCTOBER, A.D., 2025.

By Todd Wessell

President

Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 9TH day of OCTOBER, A.D., 2025.

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

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Planning and Zoning Commission on Tuesday, October 28, 2025 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

- 1. Variation to permit a driveway to be setback one foot, instead of the minimum required 2 feet pursuant to Section 7.04 (i)(2).**
- 2. Variation to permit lot coverage of 55%, instead of the maximum permitted coverage of 45%.**

The property is commonly known as 42 W. Robertson Street.

The Petitioner is proposing to expand the existing driveway width by 2 feet for pedestrian access to the rear of the home. The existing improvements cover approximately 52% of the lot. The expansion of the driveway will increase the lot the coverage to an estimated 55%.

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

FILE #: VAR-000216-2025

VILLAGE OF PALATINE

Jan Wood, Chair
Palatine Planning and Zoning Commission

DATED: This 9th day of October 2025

RA

Motion to Authorize the Village Manager to Enter into an Agreement for Geographic Information System Services with Municipal GIS Partners

BACKGROUND:

Three years ago, the Village joined the GIS Consortium and engaged with Municipal GIS Partners (MGP), the consulting company selected by the GIS consortium. The 3-year master agreement with Municipal GIS Partners is due for renewal on January 1, 2026.

The GIS Consortium and MGP have been reliable suppliers of Geographic Information Services (GIS) services, functionality and resources. Our continued partnership with MGP and the GIS Consortium is recommended for the Village, providing access to GIS functionality including MyGIS application, property lookup, and integration with many of our applications. Next year's staffing agreement will reduce our on-site GIS presence from five days a week to four days, providing savings to the Village. The savings are recognition of completing the transfer of all data, systems and interfaces to the GIS Consortium, which was completed earlier this year.

KEY ISSUES:

- This agreement will continue the Village's relationship with the GIS Consortium and Municipal GIS Partners on GIS services.
- Services are provided on site 4 days per week (reduction from 5 days in prior years).
- The agreement contains a three-year term with an option for renewals.
- This agreement continues the Village's access to GIS applications and analysis, maintains access to the GIS Consortium's data model, services, and expertise for the Village of Palatine.
- Included in the draft CY 26 budget is the necessary \$199,486.20 funding for the GIS consulting services for next year, a saving of 20% from the original \$249,411.12. This agreement sets out a 3-year framework, but does not commit the Village to any additional years.

BUDGET IMPACT:

\$199,486.20 (CY 2026)

RECOMMENDATION:

Staff recommends authorizing the Village Manager to enter into an agreement with Municipal GIS Partners.

ACTION REQUIRED:

Motion to authorize the Village Manager to enter into an agreement for Geographic Information System services with Municipal GIS Partners.

ATTACHMENTS:

1. MGP Master Palatine 2026 Attachment 1 - Statement of Work
2. MGP Master Palatine 2026



Attachment 1 – Tradition Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete Geographic Information System (GIS) program staffing with technology cost distribution across GISC members
- Access to all membership solutions and products
- Participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will manage, develop, operate, and maintain all or part of the Village of Palatine (the Municipality) GIS program, as directed by the Municipality. Additionally, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program, including:

- Technical professionals supporting the Municipality's program needs
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the fulfillment of Municipality requests, execution of planned projects, and maintenance of the Municipality program required to support the system.

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Direct Program Hours

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2026, through December 31, 2026

Direct Program Hours: 1,318.00

{Onsite presence: Average of 12.36 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.}

Fees and Expenses

The fee for the direct program hours set forth above is **\$16,622.35** per month. The total contract value for the agreement period is **\$199,468.20**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products, and solutions. Services include:

1. Consulting and reporting with all Municipality departments
2. Project identification, management, and delivery
3. User training and onboarding
4. Resource management and scheduling

Data Management

The Consultant is responsible for the GIS and related data based on priorities as directed by the Municipality, including data creation, management, and delivery.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Formation and support of key data stakeholder teams
5. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Integration with ERP and department systems
4. Identifying and communicating new solution opportunities
5. Managing existing solutions to agreed service levels
6. Infrastructure monitoring, alerting, and mitigation
7. Patching, updating, and securing shared infrastructure
8. Researching and evaluating opportunities for development
9. Resource planning and scheduling
10. Scalability planning and right sizing
11. Technical documentation
12. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check**: A tool to standardize address data in Municipality systems and workflows

2. **Address Verification**: A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards**: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer**: A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal**: An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Local Government Data Model**: A database standard developed for, and in partnership with, members of the GISC
7. **myGIS**: A secure staff accessible mapping system to discover and analyze all Municipality GIS data
8. **Project Sharing Catalog**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
9. **Real-Time Solutions**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
10. **Story Maps**: A tool to consume and visualize data from real-time sensors and assets

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2026 (the “**Effective Date**”), by and between the Village of Palatine, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for three (3) years (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Palatine
200 E Wood Street
Palatine, IL 60067
Attention: Larry Schroth
E-mail: lschroth@palatine.il.us

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF PALATINE

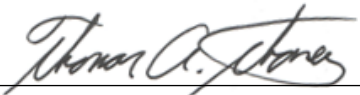
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: 
Name: Brian Dieker
Its: Business Operations Manager

By: 
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)

Consider Continued Discussion of the FY 2026 Proposed Budget & Capital Investment Plan

BACKGROUND:

The public discussion and review of the FY 2026 Proposed Budget & Capital Investment Plan began with a presentation to the Business Finance & Budget Committee on Saturday, November 1, 2025. Additional public discussion was available to Public and Village Council at the public meeting on Monday, November 3, 2025. The proposed FY 2026 budget was made available to the public on the Village's website October 27, 2025.

KEY ISSUES:

The FY 2026 Proposed Annual Budget & Capital Investment Plan totals \$152,336,203. Of this total, \$94,518,919 represents the Operations Budget and the remaining \$57,817,284 represents our Capital Budget, TIF Districts, Debt Service, Transfers, Casualty/Liability Insurance Program, and Pension Administration requirements. In total, this represents a decrease of 4.03% over the FY 2025 budget. The Proposed Budget continues to reflect the impact of the economic climate, while offering the core service levels expected by our residents and, most importantly, lives within our financial means. The Budget proposes no change in property taxes.

The remaining schedule includes:

- Monday, November 17 - Public Hearing
- Monday, December 1 - Budget Adoption

BUDGET IMPACT:

Establish FY 2026 spending authority.

RECOMMENDATION:

Continue public budget review process as needed.

ACTION REQUIRED:

Continued discussion as needed at the discretion of the Village Council.

ATTACHMENTS:

None

Consider an Ordinance Transferring Special Use Ordinance #O-123-03 to Permit the Continued Operation of a Restaurant/Bar at 110 N. Brockway Street

BACKGROUND:

The Subject Property is zoned Planned Development and contains the existing Emmett's Brewing company. Rob Kwiatek of Emmett's PT, LLC is requesting a transfer of the existing Restaurant/Bar. Therefore, the Petitioner is requesting approval of the following:

Transfer of Special Use #O-123-03 to permit the continued operation of a Restaurant/Bar at 110 N. Brockway Street.

KEY ISSUES:

- A Special Use for the Restaurant/Bar ("Emmett's Tavern") was originally granted in May 2003 (Ordinance #O-123-03) to Burns Hospitality Group.
- The Petitioner is not proposing any changes to the restaurant operations, menu, or floor plan. Any significant changes to the floor plan or business operations would require additional Village Council review.
- The Petitioner is the CEO of Emmett's Brewing Company and the requested Special Use transfer would maintain Emmett's presence in downtown Palatine. The requested transfer is a component of the planned succession process from the original Emmett's owners and the Petitioner has worked for Emmett's for 17 years.
- The existing hours of operation would be maintained as follows, Monday-Thursday 11:30 AM - 10 PM; Friday-Saturday 11:30 AM - 10PM; and Sunday 11:30 AM - 9 PM.
- Special Use amendments for live entertainment (Ord. #O-110-07) and floor plan expansion(Ord. #O-156-07) were previously approved in 2007.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the transfer of the Special Use Ordinance #O-123-03 to Rob Kwiatek of Emmett's PT, LLC.

ACTION REQUIRED:

Motion to approve an ordinance transferring Special Use Ordinance #O-123-03 to Rob Kwiatek of Emmett's PT, LLC to permit the continued operation of a Restaurant/Bar at 110 N. Brockway Street.

ATTACHMENTS:

None

Consider an Ordinance Granting Variations for a Driveway Expansion and a Lot Coverage Variation at 42 W. Robertson Street

BACKGROUND:

The Petitioner is seeking Variations to expand an existing driveway with paver stones. Therefore, the petitioner is requesting the following:

Variations to permit a driveway to be set back 1-foot, instead of the minimum required 2-feet, pursuant to Section 7.04 (i)(2), and to permit the lot coverage to be 52%, instead of the maximum permitted coverage of 45%.

KEY ISSUES:

The Subject Property is zoned “R-2” Single-Family district and is located within the Robertson & Patton's Addition to Palatine Subdivision. The property is approximately 8,712 square feet in area and consists of a single-family residence and a detached garage.

- The Petitioner is proposing to expand the existing driveway width by two feet. The application materials and justification indicate that the driveway area is constrained, and the expanded area would enhance mobility when moving vehicles. The expansion will consist of landscaping paver stones and would provide a driveway aisle width of 11.5 feet in which to maneuver vehicles. The location and placement of the home reduces the driveway to 9.5 feet, at its narrowest.
- The proposed expansion encroaches one foot into the required 2-foot setback for residential driveways. An open space of one foot will be maintained between the lot line and the proposed driveway expansion. The expansion will not conflict with any additional residential driveway standards established by the zoning ordinance.
- The dimensions of the subject lot are compliant with “R-2” zoning district standards. At 66 feet wide, the subject lot is narrower than the current minimum required lot width of 75 feet.
- The proposed expansion also exceeds the maximum permitted lot coverage in the “R-2” zone district. Existing lot coverage is approximately 49%. With the driveway expansion, the lot coverage increases 238 square feet and raises the overall lot coverage to 52% of the subject property. The Petitioner removed some of the existing sidewalk and patio areas in the rear yard. With a detached garage and other related single-family improvements, the lot coverage is comparable to the other similarly sized lots with detached garages in this neighborhood.
- A letter of support has been submitted by the neighbor located immediately west of the subject property and directly abutting the driveway expansion.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Public Hearing: Planning & Zoning Commission (PZC) meeting on October 28, 2025.

Residents testifying: None.

Vote: The PZC voted unanimously to approve a variation. Staff concurs.

ACTION REQUIRED:

Motion approving a variance to permit a driveway expansion at the subject property.

ATTACHMENTS:

None

Motion to Authorize the Village Manager to Enter into an Agreement for Geographic Information System Services with Municipal GIS Partners

BACKGROUND:

Three years ago, the Village joined the GIS Consortium and engaged with Municipal GIS Partners (MGP), the consulting company selected by the GIS consortium. The 3-year master agreement with Municipal GIS Partners is due for renewal on January 1, 2026.

The GIS Consortium and MGP have been reliable suppliers of Geographic Information Services (GIS) services, functionality and resources. Our continued partnership with MGP and the GIS Consortium is recommended for the Village, providing access to GIS functionality including MyGIS application, property lookup, and integration with many of our applications. Next year's staffing agreement will reduce our on-site GIS presence from five days a week to four days, providing savings to the Village. The savings are recognition of completing the transfer of all data, systems and interfaces to the GIS Consortium, which was completed earlier this year.

KEY ISSUES:

- This agreement will continue the Village's relationship with the GIS Consortium and Municipal GIS Partners on GIS services.
- Services are provided on site 4 days per week (reduction from 5 days in prior years).
- The agreement contains a three-year term with an option for renewals.
- This agreement continues the Village's access to GIS applications and analysis, maintains access to the GIS Consortium's data model, services, and expertise for the Village of Palatine.
- Included in the draft CY 26 budget is the necessary \$199,486.20 funding for the GIS consulting services for next year, a saving of 20% from the original \$249,411.12. This agreement sets out a 3-year framework, but does not commit the Village to any additional years.

BUDGET IMPACT:

\$199,486.20 (CY 2026)

RECOMMENDATION:

Staff recommends authorizing the Village Manager to enter into an agreement with Municipal GIS Partners.

ACTION REQUIRED:

Motion to authorize the Village Manager to enter into an agreement for Geographic Information System services with Municipal GIS Partners.

ATTACHMENTS:

None