



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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

SEPTEMBER 13, 2021

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:00 PM

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

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Patrick Brankin, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief Dave Daigle, Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Paul Mehring and Director of Human Resources Pam Jackson

II. PLEDGE TO THE FLAG – Time: 7:00 PM

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

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - September 7, 2021 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

IV. MAYOR'S REPORT**1. Presentation of the Village of Palatine's 2021 Hometown Pride Awards -**

Mayor Schwantz, members of the Beautification Commission and Elias Koutas presented the 28th annual Hometown Pride Awards recognizing extraordinary effort to beautify Palatine with their outstanding landscaping and entryway decor.

2. As Submitted -

Mayor Schwantz announced upcoming events:

Friday, September 17 - 19
Rotary Club of Palatine Oktoberfest
Corner of Smith and Slade Streets

Saturday, September 18, 8:10 AM - 11:00 AM
Hawk Hustle 3 K Fun Run
Hunting Ridge Elementary School

Saturday, September 18, 9 AM - 11 AM
Shredding Event
Palatine Township

Saturday, September 18, 11:30 AM
Oktoberfest Casual Bike Ride
Bike Palatine Club, Slade and Smith Streets

Sunday, September 19, 7:45 AM - 1 PM
Knights of Columbus Blood Drive
St. Theresa Catholic Church

Sunday, September 19, 1 PM - 4 PM
Historical Society's Cemetery Walk
Hillside Cemetery
Smith Street, north of Colfax

V. RECESS TO THE COMMITTEE OF THE WHOLE

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

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

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider an Ordinance Granting a Minor Variation to Allow a Shed at 332 W. Helen Road - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Minor Variation to Permit a Shed to be located in an easement with approval from neighbors and utilities. Staff recommends approval of the Minor Variation.

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

2. Consider an Ordinance Approving a Special Use Transfer to Permit the Continued Operation of a Used Automobile Sales, Repair and Detailing Facility at 2105 N. Rand Road - **Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use Transfer to John Desimone and Shawn Cahoney (All in Auto Inc.) to permit the continued operation of a used automobile sales (Top Notch Auto Sales), repair and detailing facility. Staff recommends approval of the Special Use Transfer at 2105 N. Rand Road.

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

3. As Submitted -

Nothing was submitted.

B. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. Cedar & Elm Reconstruction Council District: Two
Motion was to approve Items A. and B.

Public Works Director Matt Barry explained to use State grant money for the reconstruction of a portion of Cedar Street (south of Illinois) and Elm Street (north of Illinois), a resolution is required to be adopted by the Village Council. Barry recommended engaging the services of BLA, Incorporated in an amount not to exceed \$89,118 to perform the engineering design services for this project.

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

- A. Consider a Resolution Appropriating \$89,118 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street - **Adopted by Voice Vote** (Council District: Two)
- B. Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street - **Approved** (Council District: Two)

2. Crescent Ave. & Ellis St. Reconstruction Council District: One
Motion was to approve Items A. and B.

Public Works Director Matt Barry explained to use State grant money for the reconstruction of a portion of Crescent Avenue and Ellis Street, a resolution is required to be adopted by the Village Council. Barry recommended engaging the services of BLA, Incorporated in an amount not to exceed \$58,397 to perform the engineering design services for this project.

Councilman Millar stated it will be good to have improved sidewalks for pedestrians, especially students to and from school.

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

- A. Consider a Resolution Appropriating \$58,397 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street - **Adopted by Voice Vote** (Council District: One)

- B. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street - **Approved by Voice Vote** (Council District: One)
3. Consider a Motion to Approve Change Order #1 for the 2021 Drainage Improvements Project - **Approved by Voice Vote**

Public Works Director Matt Barry recommended approving a change order adding the installation of a storm sewer at the northwest corner of Portage and North Street and a 50/50 public storm sewer in the rear yards of 175, 205, 211 and 217 East Cedarwood Court. The total change order would be \$72,517.

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

4. As Submitted -

Nothing was submitted.

C. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:17 PM

SCOTT LAMERAND, CHAIRMAN

1. Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services - **Adopted by Voice Vote**

Village Manager Reid Ottesen recommended approval of an intergovernmental agreement to be completed by October 1st to allow Palatine to benefit from the Ground Emergency Medical Transportation (GEMT) Program.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. As Submitted -

Councilman Lamerand complimented the Fire Department and Police Department for Saturday's solemn ceremony recognizing the 20th anniversary of 9-11.

D. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:19 PM

BRAD HELMS, CHAIRMAN

1. Consider a Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois - **Adopted by Voice Vote**

Village Manager Reid Ottesen recommended approval of the Redemption Resolution which will allow the owner of the Woods of Countryside Apartment Complex to pay off the balance of the SSA bonds.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Ordinance Terminating Development Agreement Between Village of Palatine and CSC Palatine Apartments, - **Motion Carried by Voice Vote** (Council District: One)

Village Manager Reid Ottesen recommended approval of an ordinance terminating the Development Agreement between the Village and owner of the Woods of Countryside development subject to the redemption of the outstanding bonds.

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

3. As Submitted -

Nothing was submitted.

E. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:21 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:21 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING

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

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

VIII. CONSENT AGENDA

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

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

1. Consider an Ordinance Granting a Minor Variation to Allow a Shed at 332 W. Helen Road - **Approved** (Council District: Two)

Ordinance #O-97-21

2. Consider an Ordinance Approving a Special Use Transfer to Permit the Continued Operation of a Used Automobile Sales, Repair and Detailing Facility at 2105 N. Rand Road - **Approved** (Council District: One)

Ordinance #O-98-21

3. Consider a Resolution Appropriating \$89,118 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street - **Adopted by Roll Call** (Council District: Two)

Resolution #R-31-21

4. Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street - **Approved** (Council District: Two)
5. Consider a Resolution Appropriating \$58,397 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street - **Adopted by Roll Call** (Council District: One)

Resolution #R-32-21

6. Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street - **Approved** (Council District: One)
7. Consider a Motion to Approve Change Order #1 for the 2021 Drainage Improvements Project - **Approved**
8. Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services - **Adopted by Roll Call**

Resolution #R-33-21

9. Consider a Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois - **Adopted by Roll Call**

Resolution #R-34-21

10. Ordinance Terminating Development Agreement Between Village of Palatine and CSC Palatine Apartments, - **Approved** (Council District: One)

Ordinance #O-99-21

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted -

No Report

B. VILLAGE CLERK

1. As Submitted -

No Report

C. VILLAGE ATTORNEY

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:23 PM

No one came forward.

XIII. ADJOURNMENT – Time: 7:23 PM

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

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk



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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

SEPTEMBER 7, 2021

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:00 PM

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

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Mike Jacobs, Village Attorney Patrick Brankin, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief Dave Daigle, Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Paul Mehring, and Director of Human Resources Pam Jackson

II. PLEDGE TO THE FLAG – Time: 7:00 PM

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

III. APPROVAL OF MINUTES – Time: 7:00 PM

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Solberg, Kozlowski, Helms
ABSENT:	Myslinski

1. Village Council & Committee of the Whole - Special Meeting - August 9, 2021 - **Accepted**
2. Village Council & Committee of the Whole - Regular Meeting - August 9, 2021 - **Accepted**

Minutes Acceptance: Minutes of Sep 7, 2021 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. As Submitted -

Mayor Schwantz announced upcoming events:

Saturday, September 11, 9 AM

Patriot Day Remembrance

Palatine Firefighters' Memorial, N. Brockway and W. Slade Street

Saturday, September 11, 11:30 AM - 2:30 PM

Blessing in a Backpack

Christ Lutheran Church

Sunday, September 12, 10 AM - 1 PM

150th Anniversary Celebration

St. Paul United Church of Christ

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:01 PM

Recess to Committee - **Motion Carried by Voice Vote**

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

VI. COMMITTEE OF THE WHOLE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:
7:01 PM

DOUG MYSLINSKI, CHAIRMAN

In the absence of Chairman Myslinski, Vice-Chairman Solberg conducted the Administration, Technology & Community Health Committee Meeting.

1. Consider a Motion Approving a Waiver of the Sound Amplification Ordinance on September 30, 2021 at the Palatine Township Senior Center Parking Lot, 505 S. Quentin Rd. - **Approved by Voice Vote** (Council District: Two)

Village Manager Reid Ottesen presented the Palatine Township Senior Center's request for a waiver of the Sound Amplification Ordinance for a private fundraising event in their parking lot on Thursday, September 30 from 5:30 - 8:30 PM with live music.

Minutes Acceptance: Minutes of Sep 7, 2021 7:00 PM (APPROVAL OF MINUTES)

Organizer Kate Johnson stated this will be held outdoors. Participants will park in the Senior Center Lot, staff will park on streets.

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

2. Consider a Motion Approving the Halloween Hustle 5K & Kids Dash, Including a Waiver of the Village's Sound Amplification Ordinance and Temporary Closure of a Portion of Eric Drive, on Saturday, October 30, 2021 - **Approved by Voice Vote** (Council District: Six)

Village Manager Reid Ottesen presented the Adrenaline Sports Management's request for a waiver of the Village sound amplification ordinance to allow amplified announcements and music from 7 AM - 12 PM for the Halloween Hustle 5K, Saturday, October 30, 2021, from 8 AM to 12 PM. This event is expected to attract approximately 1,000 participants in downtown Palatine. Due to past complaints, Ottesen recommended the hours of 8 AM - 10:30 AM (consistent with 2019). Palatine Police will work with organizers regarding staffing the route and traffic control. The event is required to comply with any Covid-19 guidelines or restrictions in place at the time of the event. Staff recommends action at the discretion of the Council.

Aaron Del Mar, organizer, 1165 Lakeside Drive, Palatine, noted this is the 17th annual Halloween Hustle and agreed to time adjustments for sound amplification.

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

3. As Submitted -

Nothing was submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:11 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider an Ordinance Granting a Minor Special Use to Allow a Shed at 625 N. Eagle Lane - **Motion Carried by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the Petitioner's request for a Minor Special Use to replace a shed 4 feet from the principal structure and 3 feet 10 inches from the interior side lot line (minimum required 10 feet

from principal structure, 5 feet from side lot line). Neighbors have approved. Staff recommends approval of the Minor Special Use.

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

2. Consider an Ordinance Granting a Variation for the Total Square Footage of Accessory Structures in the Side Yard to Allow an Above Ground Pool at 888 W. Brookside Street - **Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Variation to permit total square footage of all accessory structures in the side yard to be 1,082 square feet (maximum permitted 150 sf) to allow an above ground pool. The subject property is unique as the functioning rear yard (with well and septic system) is the side yard by zoning. The ZBA voted unanimously to approve the Variation and staff concurs.

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

3. Consider an Ordinance Granting a Variation for Lot Coverage to Permit a Front Porch at 515 S. Echo Lane - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the Petitioner's request for a Variation to permit lot coverage of 62% to add a porch (maximum permitted 45%, per Code limitations enacted in 2007, after the 1968 pool and patio construction). The building permit for the proposed porch requires down spouts to discharge toward the front of the property. The ZBA voted 5-1 to approve the lot coverage variation. Staff recommends action at the Village Council's discretion.

Councilman Millar expressed concern about further minimizing the permeable area.

Matt Halley, 515 S. Echo Lane, stated he wants the front porch to engage with neighbors and be actively involved in the neighborhood.

Village Manager, Reid Ottesen stated that engineering has studied the property and determined this density on the lot will not have an adverse impact. The pavers surrounding the pool are not impervious.

RESULT:	MOTION CARRIED BY VOICE VOTE [5 TO 0]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Schwantz, Lamerand, Solberg, Kozlowski, Helms
ABSTAIN:	Millar
ABSENT:	Myslinski

4. As Submitted -

Nothing was submitted.

C. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:32 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider a Resolution Recommending Halloween Trick or Treat Hours for October 31, 2021 - **Approved by Voice Vote**

Village Manager Reid Ottesen proposed Trick or Treat Hours from 3 - 7 PM on Sunday, October 31, 2021.

In response to Mayor Schwantz suggesting earlier hours, Ottesen stated it is consistent with past years.

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

2. As Submitted -

Nothing was submitted.

D. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:35 PM

TIM MILLAR, CHAIRMAN

1. Rohlwing Road Project

The Motion was to approve Items A., B., C., & D.

Public Works Director Matt Barry explained the 2021 Capital Plan to rehabilitate Rohlwing Road, from Palatine Road to Northwest Highway to include pavement resurfacing, patching, curb and gutter reconstruction, sidewalk replacement, and ADA required ramp upgrades.

The Illinois Department of Transportation notified the Village of a grant program using proceeds from a general obligation bond in the REBUILD Illinois capital program for capital projects. The Village has been awarded a second allotment of

\$753,029.34 for a capital improvement, of which \$57,500 was appropriated for design engineering services and \$695,529.34 for construction. In order to secure and expend these funds, the State requires Village Resolutions indicating their intended use.

Due to anticipated Illinois Department of Commerce & Economic Opportunity (DCEO) grant funds of \$250,000 for this project, an amended resolution is being proposed to adjust the appropriation amount. Staff recommends approval of the amended resolution appropriating \$637,149.01 of Rebuild Illinois funds for the rehabilitation/reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway.

The Village received the third installment of \$753,029.34 earlier this year. The balance of \$58,380.33 from the second allotment and \$13,607.67 from the third are proposed for construction engineering. Staff recommends approval of the resolution appropriating \$71,988 of Rebuild Illinois funds for construction engineering services for the rehabilitation/reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway. \$350,000 have been appropriated in the 2021 Capital Improvement Budget for this project. \$695,529.34 of the second installment of Rebuild Illinois bond funds was also approved for this project. An additional \$250,000 is anticipated through a grant from the Illinois Department of Commerce & Economic Opportunity (DCEO).

With the grant agreement pending and pre-winter completion desired, Staff recommends capital improvement funds in an amount equal to the reimbursement grant be used. The remaining Rebuild Illinois funds of \$58,380.33 can be used for part of the construction engineering costs. Staff recommends the contract for the 2021 Rohlwing Road Improvements Project be awarded to the low responsive bidder, Arrow Road Construction in the amount of \$887,149.01.

Councilman Millar noted settling along the curb on Palatine Road, and recommended preventing that along Rohlwing.

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

- A. Consider an Amended Resolution Appropriating Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road - **Adopted by Voice Vote**
- B. Consider a Resolution Appropriating Rebuild Illinois Funds for Construction Engineering Services for the Rehabilitation of Rohlwing Road - **Adopted by Voice Vote**
- C. Consider a Motion to Award a Contract for the 2021 Rohlwing Road Improvements Project - **Approved by Voice Vote**

D. Consider a Motion Approving an Agreement with BLA, Incorporated for Construction Engineering Services for the Rohlwing Road Improvements Project - **Approved by Voice Vote**

2. As Submitted -

Nothing was submitted.

E. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:40 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:40 PM

BRAD HELMS, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:40 PM

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

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

VIII. CONSENT AGENDA

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

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

1. Consider a Motion to approve 2021 Warrant #16 - **Approved**

2. Consider a Motion Approving a Waiver of the Sound Amplification Ordinance on September 30, 2021 at the Palatine Township Senior Center Parking Lot, 505 S. Quentin Rd. - **Approved** (Council District: Two)
3. Consider a Motion Approving the Halloween Hustle 5K & Kids Dash, Including a Waiver of the Village's Sound Amplification Ordinance and Temporary Closure of a Portion of Eric Drive, on Saturday, October 30, 2021 - **Approved** (Council District: Six)
4. Consider an Ordinance Granting a Minor Special Use to Allow a Shed at 625 N. Eagle Lane - **Approved** (Council District: Six)

Ordinance #O-93-21

5. Consider an Ordinance Granting a Variation for the Total Square Footage of Accessory Structures in the Side Yard to Allow an Above Ground Pool at 888 W. Brookside Street - **Approved** (Council District: One)

Ordinance #O-94-21

6. Consider a Resolution Recommending Halloween Trick or Treat Hours for October 31, 2021 - **Approved**

Resolution #R-28-21

7. Consider an Amended Resolution Appropriating Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road - **Adopted by Roll Call**

Resolution #R-29-21

8. Consider a Resolution Appropriating Rebuild Illinois Funds for Construction Engineering Services for the Rehabilitation of Rohlwing Road - **Adopted by Roll Call**

Resolution #R-30-21

9. Consider a Motion to Award a Contract for the 2021 Rohlwing Road Improvements Project - **Approved**
10. Consider a Motion Approving an Agreement with BLA, Incorporated for Construction Engineering Services for the Rohlwing Road Improvements Project - **Approved**

11. Consider an Ordinance Amending Chapter 5, Animals of the Code of Ordinance of the Village of Palatine - **Approved**

Ordinance #O-95-21

IX. REPORTS OF STANDING COMMITTEE**A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE***DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:41 PM*BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:41 PM*GREG SOLBERG, CHAIRMAN*

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:41 PM*TIM MILLAR, CHAIRMAN*

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:41 PM*KOLLIN KOZLOWSKI, CHAIRMAN*

1. Consider an Ordinance Granting a Variation for Lot Coverage to Permit a Front Porch at 515 S. Echo Lane - **Motion Carried by Roll Call** (Council District: Two)

This Item was discussed earlier this evening in the Police Policy & Code Services Committee Meeting.

Minutes Acceptance: Minutes of Sep 7, 2021 7:00 PM (APPROVAL OF MINUTES)

Ordinance #O-96-21

RESULT:	MOTION CARRIED BY ROLL CALL [5 TO 0]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Lamerand, Solberg, Kozlowski, Helms
ABSTAIN:	Millar
ABSENT:	Myslinski

2. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS**A. VILLAGE MANAGER**

1. As Submitted -

Village Manager Reid Ottesen and Mayor Schwantz thanked staff for the dedicated effort to make Street Fest a success this year when it was most needed.

B. VILLAGE CLERK

1. As Submitted -

No Report

C. VILLAGE ATTORNEY – Time: 7:43 PM

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 7:43 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:43 PM

No one came forward.

XIII.ADJOURNMENT – Time: 7:44 PM

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

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Sep 7, 2021 7:00 PM (APPROVAL OF MINUTES)

Presentation of the Village of Palatine's 2021 Hometown Pride Awards

BACKGROUND

For the past twenty-eight years, the Village of Palatine has conducted a program designed to recognize the efforts of individuals, businesses, and organizations that have beautified their surroundings for the pleasure of our community. Once again, the 'Hometown Pride Award' program was conducted in 2021.

KEY ISSUES

Forty-two nominations were received this year. Judges for the contest are members of the Village's Beautification Commission. Each entry was reviewed by the judges and the final recommendations were as follows:

Single-Family:

1st Place: 1207 W. Whytecliff Road - Glenna & Larry Schneider

2nd Place: 304 N. Schiller Street - Dave & Sande Korshak

3rd Place: 712 S. White Willow Bay - Laura Barnett

Business

1st Place: 311 E. Illinois Avenue - Ernie Loberg Construction

Multi-Family:

1st Place: 162 S. Stonington Drive - Richard Scalzo

2nd Place: W. Wood Street/Mahogany Court - The Groves of Palatine

3rd Place: 909 E. Kenilworth Avenue - Marge Reynolds

Subdivision Entrance or Cul-De-Sac Island:

1st Place: 132 W. Johnson Street/133 W. Palatine Road - The Benchmark of Palatine

2nd Place: Bridge View West Homeowners' Association

3rd Place: Windhill Subdivision

'Doors' of Palatine:

1st Place: 712 S. White Willow Bay - Laura Barnett

2nd Place: 1207 W. Whytecliff Road - Glenna & Larry Schneider

3rd Place: 1045 W. Yale Court - Darlene Napolitano

ALTERNATIVES

1. Present the 2021 Hometown Pride Awards.
2. Refer back to the Beautification Commission.

RECOMMENDATION

The Beautification Commission recommends the awards be presented to the selected winners.

REQUIRED ACTION

Presentation of the 2021 Hometown Pride Awards.

ATTACHMENTS:

- 2021 Hometown Pride Award Presentation

Village of Palatine

2021 Hometown Pride Awards

Awards in five categories:

- | Single-Family Home
- | Business
- | Multi-Family
- | Subdivision Entrance or Cul-De-Sac Island
- | “Doors” of Palatine

Single-Family: 3rd Place

712 S. White Willow Bay – Laura Barnett



Single-Family: 2nd Place

304 N. Schiller Street – Dave & Sande Korshak



Single-Family: 1st Place

1207 W. Whytecliff Road – Glenna & Larry Schneider



Business: 1st Place Ernie Loberg Construction

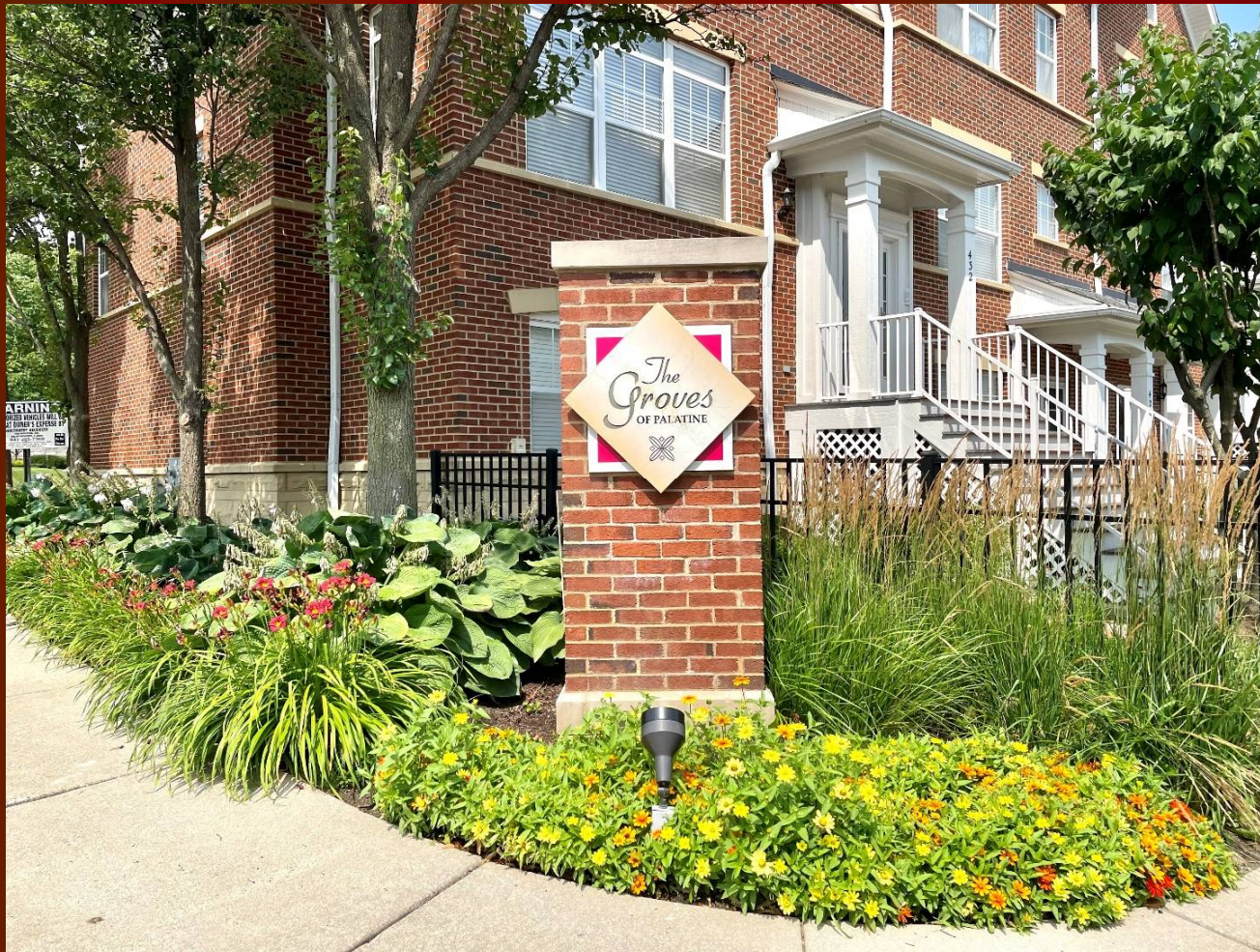


Multi-Family: 3rd Place

909 E. Kenilworth Avenue – Marge Reynolds



Multi-Family: 2nd Place The Groves of Palatine



Multi-Family: 1st Place

162 S. Stonington Drive – Richard Scalzo



Subdivision or Cul-De-Sac: 3rd Place Windhill Subdivision



Subdivision or Cul-De-Sac: 2nd Place Bridge View West Homeowners' Association



Subdivision or Cul-De-Sac: 1st Place The Benchmark of Palatine



“Doors” of Palatine: 3rd Place 1045 W. Yale Court – Darlene Napolitano



“Doors” of Palatine: 2nd Place

1207 W. Whytecliff Road – Glenna & Larry Schneider



“Doors” of Palatine: 1st Place 712 S. White Willow Bay – Laura Barnett



2021 Hometown Pride Awards

The Village of Palatine And Beautification Commission

Thank you for keeping Palatine beautiful!

Consider an Ordinance Granting a Minor Variation to Allow a Shed at 332 W. Helen Road

BACKGROUND:

The Subject Property, zoned R-2 Single-Family Residential, contains a single-family residence and related improvements. The Petitioners are building a shed that encroaches in a utility easement. Therefore, the Petitioners are requesting approval of the following:

Minor Variation to Permit a Shed to be located in an easement.

KEY ISSUES:

- Per Code, accessory structures cannot be located in utility easements without applying for relief.
- The proposed shed is 7.6' x 7.6' (approximately 58 square feet) and approximately 10 feet in height, which is below the maximum allowed height of 15 feet. The shed complies with the required 5 foot setbacks from the side and rear property lines.
- The property at 316 W. Helen received similar relief in 2015.
- As required, the Petitioners have obtained the required sign-off approvals from the neighboring property owners, as well as the utility companies.

ALTERNATIVES:

1. Approve the Minor Variation to Permit a Shed to be located in an easement.
2. Do not approve the Minor Variation to Permit a Shed to be located in an easement.

RECOMMENDATION:

This request was reviewed by the relevant Departments and the Petitioner submitted the required sign-off approvals from the surrounding residents. Therefore, Staff recommends approval of the Minor Variation.

ACTION REQUIRED:

Motion to approve a Minor Variation to Permit a Shed to be located in an easement for the property at 332 W. Helen Road.

ATTACHMENTS:

- Aerial Map
- ORD Minor VAR 332 W. Helen Rd
- EXHIBIT - Site Plan
- EXHIBIT - Elevation
- Application

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

332 W. Helen Road

6.A.1.a

VILLAGE OF
PALATINE

219 S

228 S

227 S

235 S

329 W

325 W

319 W

311 W

354 W

346 W

342 W

336 W

332 W

326 W

322 W

316 W

308 W

W HELEN RD

355 W

347 W

345 W

341 W

335 W

317 W

313 W

321 S

318 S

319 S

324 S

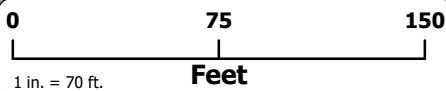
325 S

S MAPLE ST

W DANIELS RD

S MAPLE ST

Attachment: Aerial Map (2021-96 : 332 W. Helen Road - Minor VAR Shed)



ORDINANCE NO. _____

**AN ORDINANCE GRANTING A MINOR VARIATION
332 W. HELEN ROAD**

WHEREAS, pursuant to an application submitted to the Village of Palatine for Minor Variation to Permit a Shed to be located in an easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance on the property commonly known as 332 W. Helen Road (PIN# 02-22-214-016).

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: Minor Variation to Permit a Shed to be located in an easement pursuant to Section 14.03 (b) (2) of the Palatine Zoning Ordinance is hereby granted, subject to the following condition(s):

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

SECTION 2: That the petition for a Minor Variation be attached hereto and form a part of this ordinance.

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

PASSED: This _____ day of _____, 2021

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

APPROVED by me this _____ day of _____, 2021

 Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this
 _____ day of _____, 2021

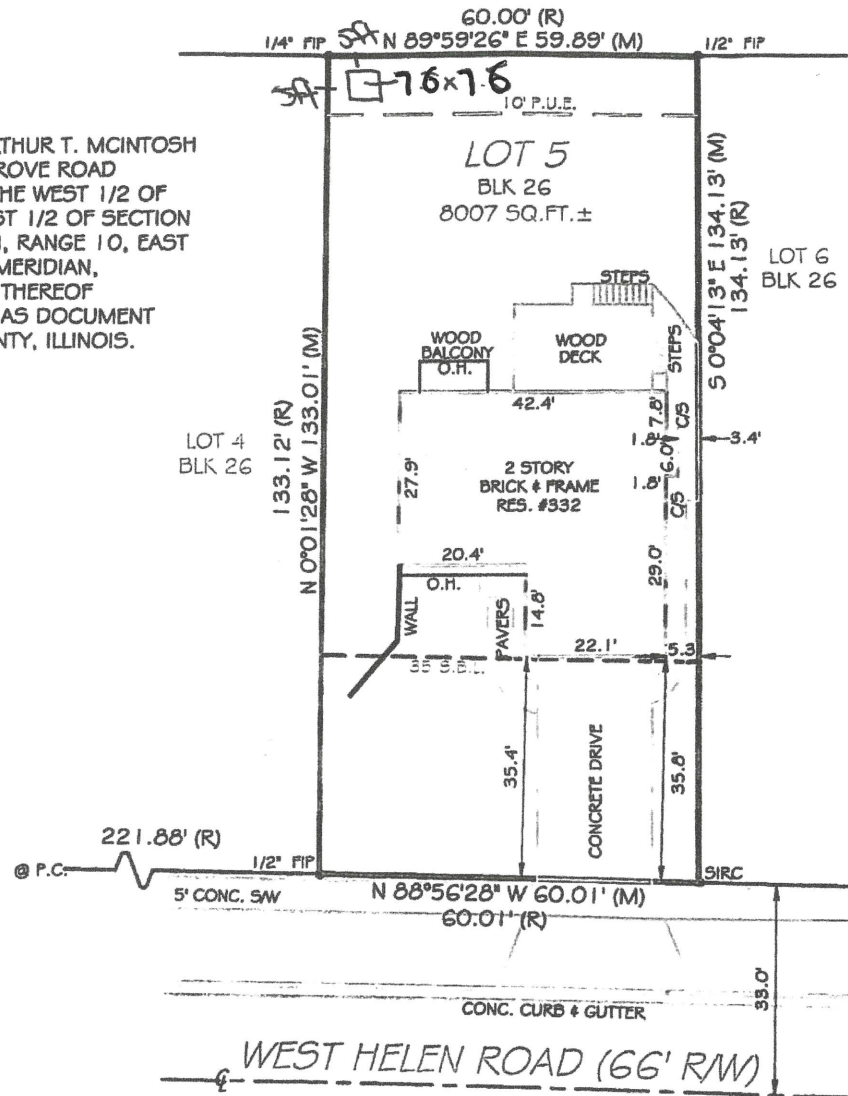
 Village Clerk

FIELD WORK DATE: 8/28/2020

REVISION DATE(S): (REV'D 8/31/2020)

2008.6047
BOUNDARY SURVEY
COOK COUNTY

LOT 5 IN BLOCK 26 IN ARTHUR T. MCINTOSH AND COMPANY'S PLUM GROVE ROAD DEVELOPMENT BEING IN THE WEST 1/2 OF SECTION 23 AND THE EAST 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1926 AS DOCUMENT 9268584, IN COOK COUNTY, ILLINOIS.

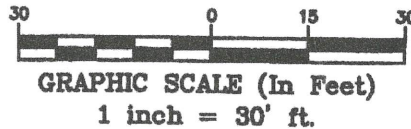


STATE OF ILLINOIS } ss
COUNTY OF LA SALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS 31ST DAY OF AUGUST, 2020 AT 1568 HOLIDAY DRIVE, SANDWICH, IL 60548.

Warren D. Johnson

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2020
EXACTA LAND SURVEYORS
PROFESSIONAL DESIGN FIRM 184008059-0008



THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

CLIENT NUMBER: 20GCO010063RM

DATE: 08/31/20

BUYER: DANIEL SPARKS AND CARA SPARKS

SELLER: JOHN K. WADA AND ARLENE H. WADA

CERTIFIED TO: DANIEL SPARKS AND CARA SPARKS; BOBROFF TITLE SERVICES, INC.; CHICAGO TITLE INSURANCE COMPANY; MINTHUN, AMERICAN FAMILY MUTUAL, INC.; CHICAGO TITLE INSURANCE COMPANY; MINTHUN, AMERICAN FAMILY MUTUAL, INC.

POINTS OF INTEREST

Exacta Proudly Supports

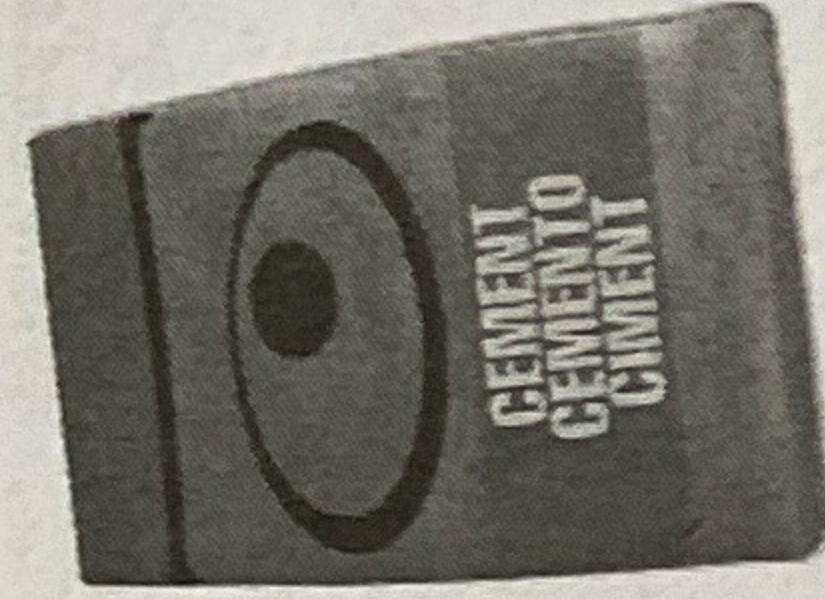
THE PROGRAM

EXACTA LAND SURVEYORS

Packet Pg. 43

► SECTION 1 (CONTINUED) / SECTION 1 (SUITE) / SECCIÓN 1 (CONTINUACIÓN)

CONCRETE REQUIRED / BÉTON REQUIS / CONCRETO REQUERIDO

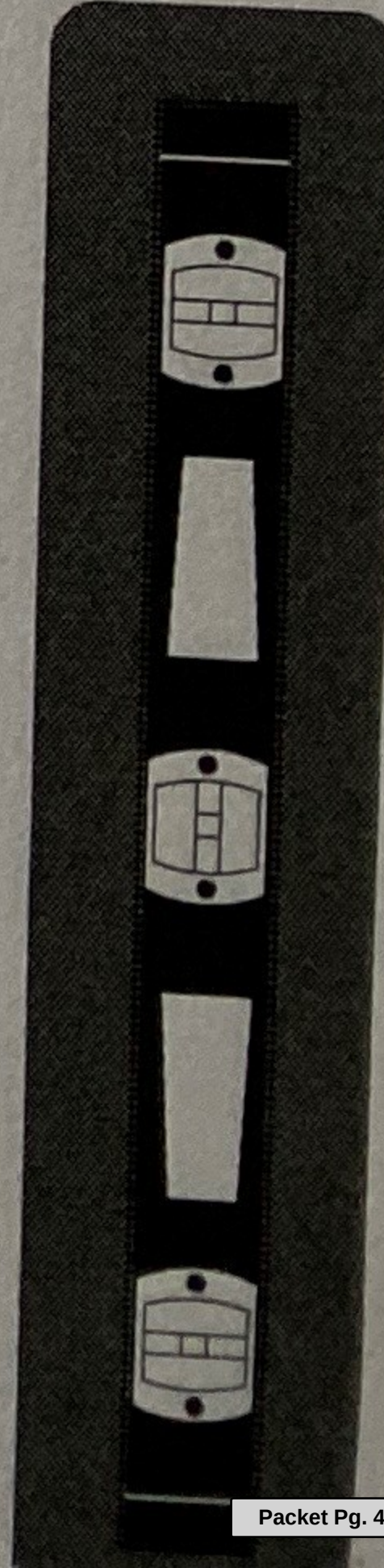
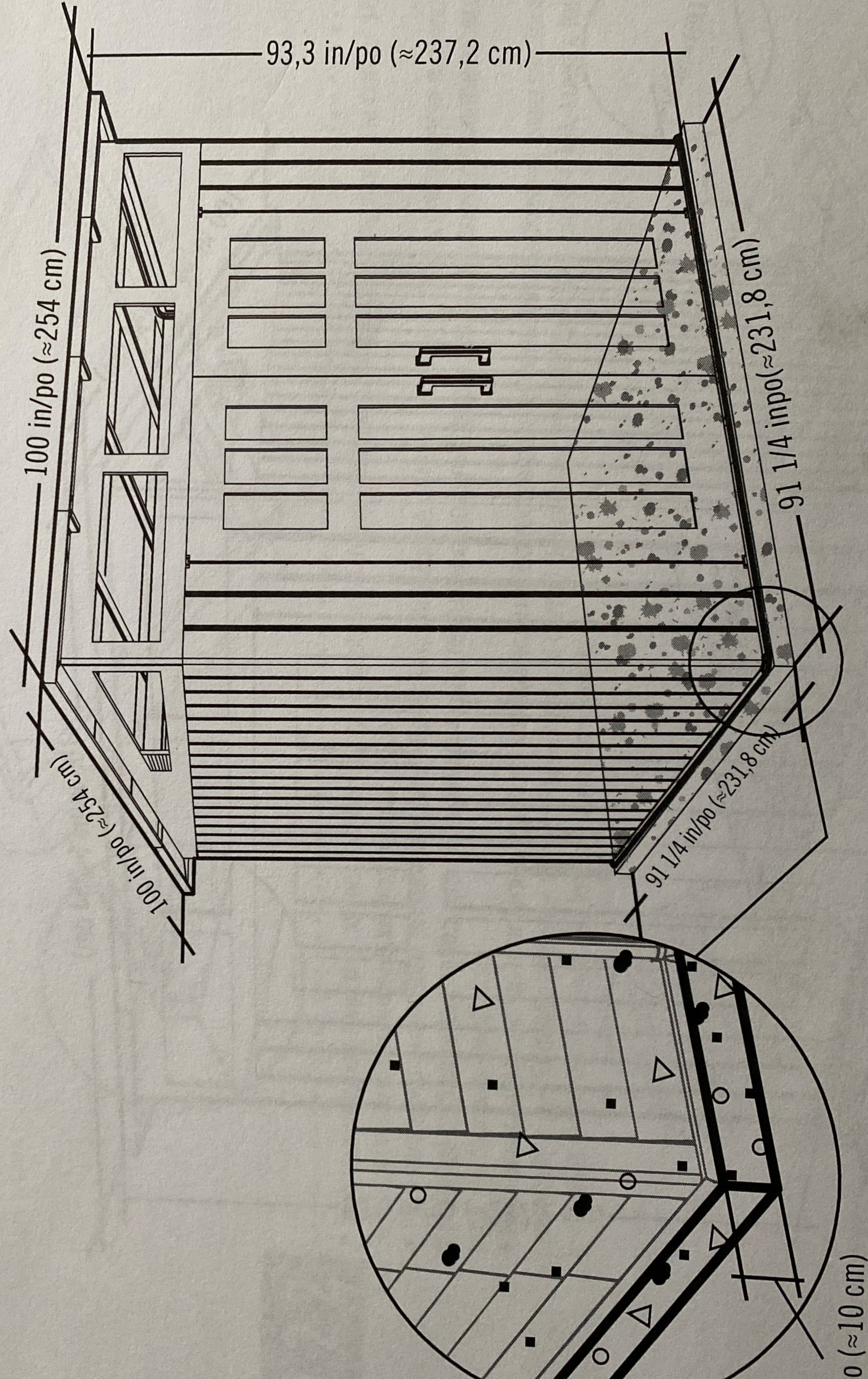


1.1

1 yd³ (≈0,77 m³)

CONCRETE PLATFORM / PLATE-FORME EN BÉTON / PLATAFORMA DE CONCRETO

- The concrete should be approximately 4" (≈10 cm) thick. The actual dimensions of the shed, at its widest and longest points, are 100" x 100" (254 cm x 254 cm). Ensure you select a site that will accommodate these measurements. **The floor dimensions are a bit smaller than those of the roof; therefore, you will need to build a level platform of, at least, 91 1/4" x 91 1/4" (231,8 x 231,8 cm). These are the measurements of the platform—not the floor. The highest point of the shed is 93,3" (≈237,2 cm).**
- Le béton doit être un épaisseur de ≈10 cm (4 po). Les dimensions réelles de votre abri, aux points les plus large et long, sont 254 x 254 cm (100 x 100 po). S'assurer de sélectionner un site qui accommodera ces dimensions. **Les dimensions du plancher de l'abri sont plus petites que le toit ; ensuite, il faut créer une surface nivelée d'au moins 231,8 x 231,8 cm (91 1/4 po x 91 1/4 po). Ces mesures sont de la plate-forme — non le plancher. Le plus haut point de l'abri est ≈237,2 cm (93,3 po).**
- El concreto debe tener, por lo menos, ≈10 cm (4 in) de espesor. Las dimensiones reales de la caseta, a sus puntos más ancho y largo, son 254 cm x 254 cm (100 x 100 in). Asegurarse de seleccionar un sitio que acomodará estas medidas. **Las dimensiones del piso de la caseta son más pequeñas que el tejado; por lo tanto, se necesita crear una superficie nivelada mínimo de 231,8 x 231,8 cm (91 1/4 in x 91 1/4 in). Estas medidas son las de la plataforma, no el piso. La altura de la caseta es ≈237,2 cm (93,3 in).**





DEPARTMENT OF PLANNING & ZONING

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

MINOR VARIATION REQUEST

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

1. Name of Petitioner(s): Cara Sparks
 Address: 332 W Helen Rd Palatine IL 60067
 Home Telephone: [REDACTED]
 Business Telephone: [REDACTED] Email: [REDACTED]
2. Describe the proposed Variation: Storage Shed in the back of our yard in the PUE

3. The petitioner's signature below indicates that he/she owns the property and that the information contained in this application and on any accompanying documents is true to the best of his/her knowledge.

Signature(s) of Petitioner(s)

Cara Sparks

Date: 8/12/21

Attachment: Application (2021-96 : 332 W. Helen Road - Minor VAR Shed)

Consider an Ordinance Approving a Special Use Transfer to Permit the Continued Operation of a Used Automobile Sales, Repair and Detailing Facility at 2105 N. Rand Road

BACKGROUND:

The Subject Property received a Special Use to operate the Top Notch Auto Sales in 1995. The Petitioner is requesting approval of the following:

- Special Use Transfer of Ordinance #O-02-95, to John Desimone and Shawn Cahoney (All in Auto Inc.) to permit the continued operation of a used automobile sales, repair and detailing facility.

KEY ISSUES:

- The Subject Property is zoned B-5 Highway Business District. The Special Use was approved in 1995 (Ordinance #O-02-95) for the Top Notch Auto Sales.
- There no proposed changes to the current Special Use approval or conditions. All in Auto has a current registration with the Secretary of State and the Petitioners have secured a lease for the property, subject to the zoning review.
- Any changes to the floor plan or business operations would require Village review. Staff has also provided the temporary sign regulations to the Petitioner, as part of the Special Use transfer application process.

ALTERNATIVES:

1. Recommend approval of the Special Use Transfer.
2. Do not recommend approval of the Special Use Transfer.

RECOMMENDATION:

Staff recommends approval of the Special Use Transfer at 2105 N. Rand Road.

ACTION REQUIRED:

A motion to approve the Special Use Transfer of Ordinance # O-02-95 to John Desimone and Shawn Cahoney (All in Auto Inc.) to permit the continued operation of a used automobile sales, repair and detailing facility at 2105 N. Rand Road.

ATTACHMENTS:

- Aerial Map
- ORD SUT 2105 N. Rand Road
- Application
- Special Use Ordinance #O-02-95

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



ORDINANCE NO. _____

**AN ORDINANCE TRANSFERRING
SPECIAL USE ORDINANCE #0-02-95
2105 N. RAND ROAD**

WHEREAS, Ordinance #0-123-16 granted a Special Use for a used automobile sales, repair and detailing facility (Top Notch Auto Sales) on the property commonly known as 2105 N. Rand Road; 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 September 13, 2021 to review a request by John Desimone and Shawn Cahoney (All in Auto Inc.) that the Special Use be transferred to permit the continued operation of a used automobile sales, repair and detailing facility, with no substantial changes and it was the recommendation of the Village Council that the transfer of the Special Use to John Desimone and Shawn Cahoney (All in Auto Inc.) be approved without 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 #0-02-95 is hereby transferred to John Desimone and Shawn Cahoney (All in Auto Inc.), to permit the continued operation of a a used automobile sales, repair and detailing facility.

SECTION 2: All conditions of Special Use Ordinance #0-02-95 shall remain in full force and effect.

DATED: This ____ day of _____, 2021

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

APPROVED by me this ____ day of _____, 2021

Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk
this ____ day of _____, 2021.

Village Clerk

VILLAGE OF PALATINE

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)

Business Owner(s):

John Desimone

Shawn Mahoney

Subject Property Address:

2105 N. RAND RD, Palatine, IL 60074

The owner(s) listed above are requesting that Special Use Ordinance # 0-2-95 be transferred from Joseph Rojan - Top Notch Auto Brokers 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 Proposed Changes

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

Attachment: Application (2021-97 : 2105 N Rand Road - SU Transfer)



Signature Page

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

John V. Desimone President

Name

8/4/2021

Date

☒ [Signature] Pres

Signature

NO Proposed changes to the use
permitted under special USE # 02-95

Attachment: Application (2021-97 : 2105 N Rand Road - SU Transfer)

ORDINANCE NO. 0-2-95

SPECIAL USE TO PERMIT OPERATION OF A USED AUTOMOBILE SALES,
REPAIR AND DETAILING FACILITY AT 2105 N. RAND ROAD

Published in pamphlet form by authority of the
President and Board of Trustees of the Village of Palatine
on January 9, 1995

ORDINANCE NO. O-2-95

AN ORDINANCE
GRANTING A SPECIAL USE TO PERMIT OPERATION
OF A USED AUTOMOBILE SALES, REPAIR AND DETAILING FACILITY
2105 N. RAND ROAD

WHEREAS, pursuant to a petition and public hearing held on January 9, 1995, of which public notice was given as required by law, the Board of Trustees 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 to permit operation of a used automobile sales, repair and detailing facility pursuant to Section 11.06 e (6) of the Palatine Zoning Ordinance on the following legally described property.

That part of the South Half of the North East Quarter of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian described as follows:

Commencing at the intersection of the Northwestern right of way line of State Route 53 with the Northeastly right-of-way line of Rand Road (U.S. Route 12); thence Northeastly along the Northwestern right of way line of State Route 53, a distance of 156.99 feet; thence Northwesternly, parallel with the Northeastly right of way line of Rand Road (U.S. Route 12), a distance of 94.1 feet; thence Southwesterly a distance of 148.95 feet to a point on the Northeastly right of way line of Rand Road (U.S. Route 12) that is 172.0 feet Northwesternly of (measured along said Northeastly right of way line) place of beginning; thence Southeastly along the Northeastly right of way line of Rand Road (U.S. Route 12) a distance of 172.0 feet to the point of beginning, in Cook County, Illinois.

commonly known as 2105 N. Rand Road
(hereinafter sometimes called the "subject property").

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

SECTION 1: A Special Use to permit operation of a used automobile sales, repair and detailing facility in a B-5 General Business District pursuant to Sec. 11.06 (e)(6) of the Palatine Zoning Ordinance is hereby granted to Joseph Brogan, dba Top Notch Auto Broker's, Inc. and shall not be assignable, for the above

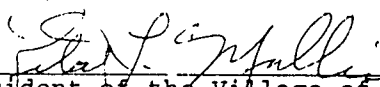
described property subject to the following conditions:

1. The proposed used car facility shall conform to the site plan, attached hereto as Exhibit "A", except as such plans may be changed to conform to Village Codes and Ordinances and the conditions below.
2. The parking lot shall be patched and sealcoated and the customer parking areas shall be striped no later than June 30, 1995, unless an extension is specifically granted by the Village Board. No parking of vehicles is permitted in gravel or unpaved areas of the site unless said unpaved areas are paved and striped according to Village Codes.
3. All vehicle repair or detailing shall be conducted within the building and there shall be no storage of disabled vehicles outside the building.
4. Banners, streamers and temporary signs shall only be permitted for a maximum of seven (7) consecutive days, four (4) times a year with a Temporary Event Sign Permit issued from the Village in accordance with Section 8.06 (c) of the Palatine Zoning Ordinance. Temporary event signs may be permitted as part of a grand opening promotion for a period not to exceed 30 days.
5. The operation shall be subject to a one-year review by the Village Board to assess the compliance with the standards required for a Special Use and the conditions in the Special Use Ordinance.
6. The landscape plan which includes the planting of parkway trees along Hicks and Rand Roads, shall be completed no later than June 30, 1995.
7. The illegal bench signs at the corner of Hicks and Rand Roads shall be removed prior to the opening of the business.

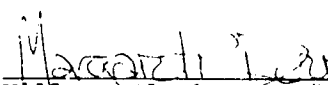
SECTION 2: That the petitions for special use, copies of the public notice and the minutes and findings of the Board of Trustees be attached hereto and form a part of this ordinance.

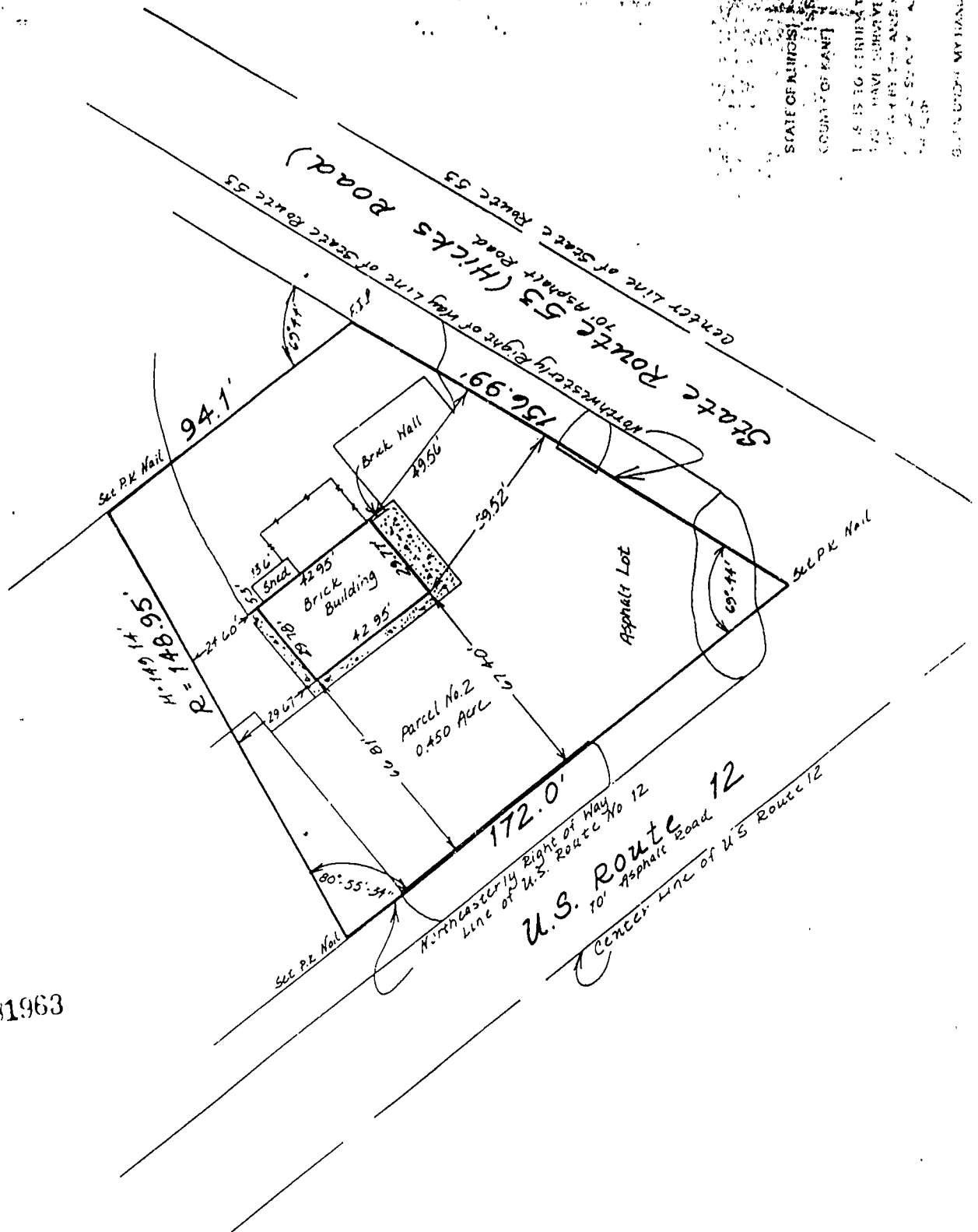
SECTION 3: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

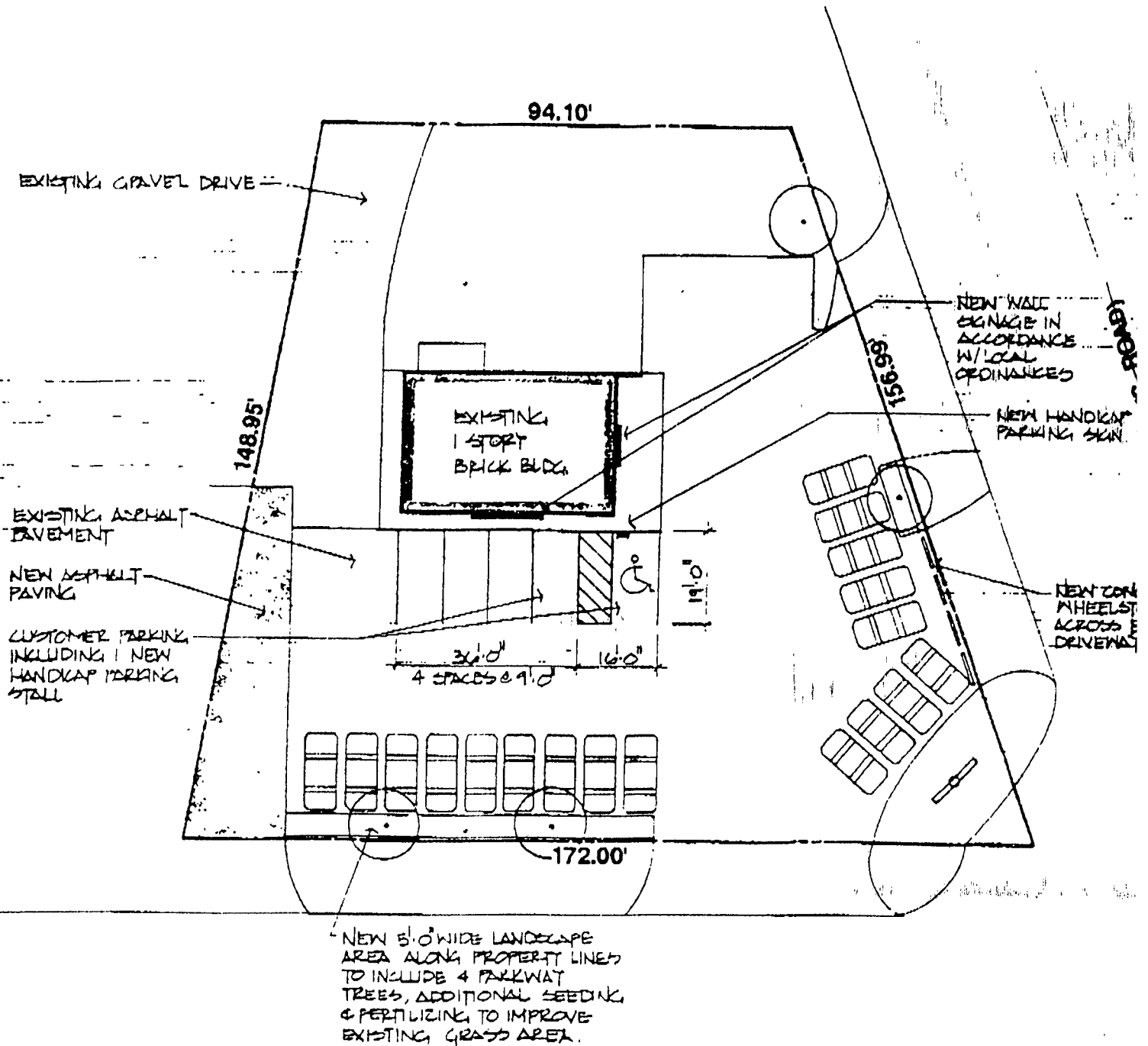
PASSED: This 9th day of January, 1995
 AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0
 APPROVED by me this 9th day of January, 1995


 President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 9th day of January, 1995


 Village Clerk





Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

EXHIBIT "A"

DEPT. OF COMMUNITY DEVELOPMENT,
VILLAGE OF PALATINE

PETITION FOR HEARING

SPECIAL USE

FOR OFFICE USE ONLY

Zoning Docket # _____

Property recorded in Torrens _____

Filing Fee \$ _____ Date Filed _____

PLEASE TYPE OR PRINT IN INK:

1. Name of Petitioner(s): Joseph Brogan/Top Notch Auto Sales
 Address: 20277 North Rand Road, Palatine, IL 60067
 Telephone No. n/a Business Telephone No. 202-9500 City, State, Zip _____
2. Authorized Agent of Petitioner (if different):
 Name: Jerome W. Pinderski, Jr./Pinderski & Pinderski, Ltd.
 Address: 115 West Colfax/P.O.Box 889, Palatine, IL 60078-0889
 Telephone No. 358-5220 Relationship to Petitioner: Attorney City, State, Zip _____
3. Property interest of Petitioner(s): Lessee
 Owner, Lessee, Contract Purchaser, etc. _____
4. Address of the property for which this application is being filed: 2105 North Rand Road
 _____ Palatine, Illinois
5. All existing land use(s) on the property are:
 The property has historically been used for automotive service and automotive repairs.
6. The proposed use(s) on the property, if this petition is approved is (are):
 Sale of used vehicles, and the sale of related automotive goods and services.
7. Current zoning of property: B-5
8. State the specific action requested. City ordinance numbers and distances where applicable.
 Special Use Permit, pursuant to Section 11.06 (e) (6.) to use property for the sale of used vehicles, and the sale of related automotive goods and services.

PETITIONER JUSTIFICATION:

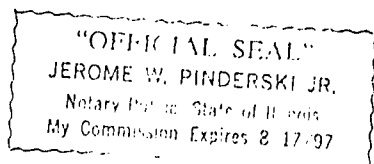
The petitioner is required to present specific evidence, not opinions, that the general standards for the granting of a special use (See Section 14.05), enumerated below, will be met.

9. Describe how the Special Use will be designed, located, and operated so that the public health, safety and welfare will be protected. Petitioner intends to use the property to tastefully display quality used vehicles for sale at retail. Vehicles will be displayed in a manner allowing for easy ingress and egress to the site by patrons. Petitioner is an experienced used car facility operator who has operated a like facility in unincorporated Palatine Township for several years.
10. Describe how the proposed Special Use will not be injurious to the value of other property in the neighborhood in which it is located. Petitioner will take all reasonable care to safeguard its vehicles from damage while on the lot. Signage will be tasteful. New site lighting is planned which will benefit the neighboring commercial properties as well as the adjacent intersection of Hicks and U.S. 12. Cosmetic improvements to the site are also planned.
11. Describe how the Special Use will not impede the normal and orderly development and improvement of the surrounding property.
The neighboring properties along U.S. 12 are already developed with a mix of industrial and commercial uses, including multiple automotive and truck service facilities, a UPS branch facility, and other compatible uses. The subject property has been used for automotive service and repair for many decades. Development has proceeded in conjunction with the property's automotive use character without impediment.
12. The petitioner's signature below indicates that the information contained in this application and on any accompanying documents is true and correct to the best of his/her knowledge.

Date: December 22, 1994

Joseph Brogan

SUBSCRIBED AND SWORN to before me this 22 day of December, 1994.



[Signature]
Notary Public

VILLAGE OF PALATINE
REAL ESTATE INTEREST
DISCLOSURE FORM

Check applicable proceeding:

☒ Annexation ☐ Rezoning
☒ Special Use ☐ Variation
☐ Condemnation ☐ Other _____

1. Name of Disclosing Party (individual, business firm, partnership, corporation, etc.):

Joseph Brogan

2. Address of Disclosing Party:

20277 North Rand Road, Palatine, IL 60067

3. Brief description of the petition:

Special use for sale of used vehicles

4. Common street address of real estate or general description:

2105 North Rand Road, Palatine, IL 60067

5. Legal description of real estate:

See attached legal.

- 5a. PLEASE PROVIDE PROOF AS TO WHETHER OR NOT THIS PROPERTY IS REGISTERED UNDER TORRENS ACT.

6. The name, address, legal nature, and extent of interests of any persons deriving an interest from or through the disclosing or filing party:

Name	Address	Legal Nature and Extent of Interest
First Colonial Tr. Co. Land Trust	104 W. Oak Park Ave. Oak Park, IL 60301	100% legal interest
First Colonial Tr Co., Trustee Gustava King Trust	-same-	50% beneficial interest
Judith Krich	221 Blackhawk Tr Argonquin, IL 60162	50% beneficial interest

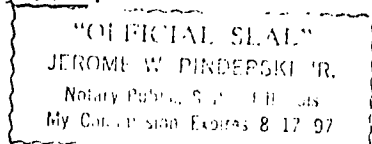
(If additional space is required, please use reverse side or attach rider.)

7. I swear (or affirm) that there are no other persons deriving any interest from or through me or from or through any other person or entities above set forth in the property which is the subject of the contract or application for which I am filing this disclosure notice whom I have not disclosed. I understand that if there are any changes in the interest disclosed in this disclosure notice during the terms of the subject contract or before the Village has taken final action on the matter for which this disclosure notice is filed, I shall file a subsequent disclosure notice disclosing such changes.

Joseph Brogan
Signature of Disclosing Party

SUBSCRIBED AND SWORN TO before me this 22 day of December

19 94



[Signature]
Notary Public

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

RFR

PUBLIC NOTICE

A public hearing will be held before the Palatine Village Board on Monday, January 9, 1995, at 7:30 PM, in the Village Board Room in the Palatine Community Center, 200 E. Wood Street, relative to a request for a Special Use for a used car sales and repair operation (Top Notch Auto Sales) on property recently annexed.

The property is legally described as follows:

That part of the South Half of the North East Quarter of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, lying North Easterly of Rand Road (U.S. Route 12) and North Westerly of State Route 53 (Hicks Road), plat of which was recorded on April 4, 1932 as Document 11068762, in Cook County, Illinois, excepting therefrom the following described parcel:

commencing at the intersection of the Northwesterly right of way line of State Route 53 with the Northeasterly right-of-way line of Rand Road (U.S. Route 12); thence Northeasterly along the Northwesterly right of way line of State Route 53; a distance of 156.99 feet; thence Northwesterly, parallel with the Northeasterly right of way line of Rand Road (U.S. Route 12), a distance of 94.1 feet for a point of beginning; thence continuing Northwesterly along the last described course, extended Northwesterly, a distance of 175.50 feet; thence Southwesterly a distance of 147.55 feet to a point on the Northeasterly right of way line of Rand Road (U.S. Route 12) that is 314.93 feet Northwesterly of the point of commencement, as measured along said Northeasterly right of way line of Rand Road (U. S. Route 12); thence Southeasterly along the Northeasterly right of way line of Rand Road (U.S. Route 12) a distance of 142.93 feet thence Northeasterly 148.95 feet to the point of beginning, in Cook County, Illinois.

commonly known as 2105 N. Rand Road and the vacant land located north and west of 2111 N. Rand Road.

The above petition has been filed by First Colonial Trust Company, as trustee U/T/A number 6466 and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

VILLAGE OF PALATINE

Michael D. Kadlecik
Village Manager

DATED: This 24th day of December, 1994.

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

TO: Administration FROM: Community Development *UX* DATE: January 4, 1995

☒ ORDINANCE DESCRIPTION: Consider an Ordinance granting a Special Use to
☐ RESOLUTION permit the operation of a Used Automobile Sales, Repair and Detailing
☐ MOTION facility at 2105 N. Rand Road. (Brogan) DISTRICT: 3
☐ PUBLIC HEARING _____
☐ DISCUSSION ONLY _____

COMMITTEE ACTION:

UNANIMOUS APPROVAL

DATE: 1-4-95

BACKGROUND: The subject property is located at the northeast corner of the Rand Road and Hicks Road intersection. The building at 2105 N. Rand Road was formerly occupied by an automotive repair and sales shop, and is currently vacant. The petitioner, Joseph Brogan, would like to open and operate a used car sales, repair and detailing facility on this site. He currently operates Top Notch Auto Sales on Rand Road north of Lake-Cook Road.

DISCUSSION: Since the property is in a "B-5" Highway Business District, Used Automobile Sales, Repair and Detailing are only permitted as a Special Use. The owner of the property had intended on submitting his petition for a Special Use at the time of annexation; however, this was inadvertently left out. The proposed use is consistent with other used car dealerships which are located on Rand Road between Hicks Road and Lake-Cook Road. The attached site plan indicates the design of the proposed facility. All parking and maneuvering areas should be limited to areas paved with asphalt or concrete. Landscaping is sparse and should be added around the site. In addition, there are two (2) advertising bench signs which have been added to the site recently. These are considered off site advertising signs and were not permitted by the Cook County Zoning Ordinance, as such these are not a legal non-conforming use. Staff is proposing that these signs be removed from the property prior to the operation of the Used Automobile facility.

ALTERNATIVES:

1. Recommend approval of an Ordinance granting a Special Use to permit the operation of a Used Automobile Sales, Repair and Detailing facility at 2105 N. Rand Road.
2. Do not recommend approval of the Ordinance.

RECOMMENDATION OR CONCLUSION: Staff recommends approval of an Ordinance for the Special Use at 2105 N. Rand Road, subject to the conditions in the attached Ordinance. The property is located on Rand Road, where several other used car dealerships are located. The proposed use would be consistent with other uses in the general vicinity.

BUDGET IMPACT: N/A

ACTION REQUIRED: Motion to recommend approval of an Ordinance granting a Special Use to permit the operation of a Used Automobile Sales, Repair and Detailing facility at 2105 N. Rand Road.

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

TO: Administration FROM: Community Development PK DATE: January 9, 1995

☐ ORDINANCE
☐ RESOLUTION
☐ MOTION
☒ PUBLIC HEARING
☐ DISCUSSION ONLY

DESCRIPTION: Public hearing for a proposed Special Use to permit the operation of a Used Automobile Sales, Repair and Detailing facility at 2105 N. Rand Road. (Brogan) DISTRICT: 3

COMMITTEE ACTION:

DATE:

BACKGROUND: The subject property is located at the northeast corner of the Rand Road and Hicks Road intersection. The building at 2105 N. Rand Road was formerly occupied by an automotive repair and sales shop, and is currently vacant. The petitioner, Joseph Brogan would like to open and operate a used car sales, repair and detailing facility on this site. He currently operates Top Notch Auto Sales on Rand Road north of Lake-Cook Road.

DISCUSSION: Since the property is in a "B-5" Highway Business District, Used Automobile Sales, Repair and Detailing are only permitted as a Special Use. The owner of the property had intended on submitting his petition for a Special Use at the time of annexation; however, this was inadvertently left out. The proposed use is consistent with other used car dealerships which are located on Rand Road between Hicks Road and Lake-Cook Road. The attached site plan indicates the design of the proposed facility. All parking and maneuvering areas should be limited to areas paved with asphalt or concrete. Landscaping is sparse and should be added around the site. In addition, there are two (2) advertising bench signs which have been added to the site recently. These are considered off site advertising signs and were not permitted by the Cook County Zoning Ordinance, as such there are not a legal non-conforming use. Staff is proposing that these signs be removed from the property prior to the operation of the Used Automobile facility.

ALTERNATIVES:

1. Open the public hearing, take public testimony and close the public hearing.
2. Continue the public hearing to a specific date and time.

RECOMMENDATION: Staff recommends that the public hearing be opened for the purpose of taking public testimony, and that the public hearing subsequently be closed.

BUDGET IMPACT: N/A

ACTION REQUIRED: Separate motions to open and close the public hearing.

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

PUBLIC NOTICE

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commencing at the intersection of the Northwesterly right of way line of State Route 53 with the Northeasterly right-of-way line of Rand Road (U.S. Route 12); thence Northeasterly along the Northwesterly right of way line of State Route 53; a distance of 156.99 feet; thence Northwesterly, parallel with the Northeasterly right of way line of Rand Road (U.S. Route 12), a distance of 94.1 feet for a point of beginning; thence continuing Northwesterly along the last described course, extended Northwesterly, a distance of 175.50 feet; thence Southwesterly a distance of 147.55 feet to a point on the Northeasterly right of way line of Rand Road (U.S. Route 12) that is 314.93 feet Northwesterly of the point of commencement, as measured along said Northeasterly right of way line of Rand Road (U. S. Route 12); thence Southeasterly along the Northeasterly right of way line of Rand Road (U.S. Route 12) a distance of 142.93 feet thence Northeasterly 148.95 feet to the point of beginning, in Cook County, Illinois.

commonly known as 2105 N. Rand Road and the vacant land located north and west of 2111 N. Rand Road.

The above petition has been filed by First Colonial Trust Company, as trustee U/T/A number 6466 and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

VILLAGE OF PALATINE

Michael D. Kadlecik
Village Manager

DATED: This 24th day of December, 1994.

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

Legal Notices

Public Notice

A public hearing will be held before the Palatine Village Board on Monday, January 9, 1995, at 7:30 PM, in the Village Board Room in the Palatine Community Center, 200 E. Wood Street, relative to a request for a Special Use for a used car sales and repair operation (Top Notch Auto Sales) on property recently annexed.

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Commencing at the intersection of the Northwestern right of way line of State Route 53 with the Northeastern right-of-way line of Rand Road (U.S. Route 12); thence Northeastly along the Northwestern right of way line of State Route 53; a distance of 156.99 feet; thence Northwesternly, parallel with the Northwestern right of way line of Rand Road (U.S. Route 12), a distance of 94.1 feet for a point of beginning; thence continuing Northwesternly along the last described course, extended Northwesternly, a distance of 175.50 feet; thence Southwesternly a distance of 147.55 feet to a point on the Northeastern right of way line of Rand Road (U.S. Route 12) that is 314.93 feet Northwesternly of the point of commencement, as measured along said Northeastern right of way line of Rand Road (U.S. Route 12); thence Southeasternly along the Northeastern right of way line of Rand Road (U.S. Route 12) a distance of 142.93 feet thence Northeasternly 148.95 feet to the point of beginning, in Cook County, Illinois.

Commonly known as 2105 N. Rand Road and the vacant land located north and west of 2111 N. Rand Road.

The above petition has been filed by First Colonial Trust Company, as trustee U/T/A number 6466 and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

MICHAEL D. KADLECIC

Village Manager

Village of Palatine

Dated: This 24th day of December, 1994

Published in Palatine-Inverness Herald December 24, 1994

CERTIFICATE OF PUBLICATION PADDOCK PUBLICATIONS, INC.

Daily Herald

VILLAGE OF PALATINE

DEC 29 1994

OFFICE

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 **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been published daily in the Village of _____ Palatine _____

County(ies) of _____ Cook _____

and State of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village, County(ies) and State.

I further certify that **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended to Act approved July 17, 1959-III. Revised Statutes, Chap. 100, Para. 1 and 5.

That a notice of which the annexed printed slip is a true copy, was published

December 24, 1994

in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed and its corporate seal affixed hereto, by MARGIE FLANDERS, its Treasurer, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Margie Flanders Treasurer.

Attachment: Special Use Ordinance #O-02-95 (2021-97 : 2105 N Rand Road - SU Transfer)

Consider a Resolution Appropriating \$89,118 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street

BACKGROUND:

Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, are scheduled to be rehabilitated in the 2022 Capital Improvement Plan. The scope of rehabilitation work includes pavement resurfacing, patching, new curb and gutter installation, sidewalk replacement, and ramp upgrades to meet ADA requirements.

In 2020, the Illinois Department of Transportation notified the Village they are implementing a grant program using proceeds from a general obligation bond in the REBUILD Illinois capital program to provide Local Public Agencies with funds for capital projects. The Village has been awarded a third allotment of \$753,029.34 for a capital improvement. The 2021 budget was adjusted earlier this year to reflect this addition.

In order to secure and expend these funds, the State requires that resolutions be passed by the Village indicating their intended use similar to the use of Motor Fuel Tax proceeds. The State then reviews these resolutions, granting or denying their approval.

KEY ISSUES:

- Reconstruction activities include: removal of all the asphalt pavement, base and sub-base repair and/or replacement, new curb and gutter installation, spot sidewalk replacement and drainage improvements. The pavement will be replaced with 4" of asphalt.

ALTERNATIVES:

1. Approve the resolution appropriating Rebuild Illinois funds in the amount of \$89,118 for the design engineering services for the reconstruction of Cedar Street and Elm Street.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the resolution appropriating \$89,118 of Rebuild Illinois funds for design engineering services for the reconstruction of Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, be approved.

ACTION REQUIRED:

Motion to approve the resolution appropriating \$89,118 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue.

ATTACHMENTS:

- IDOT CL 2021-12 RBI Bonds Release 3
- RBI Disbursement 3 Palatine

- Resolution

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



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois 62764

March 18, 2021

CIRCULAR LETTER 2021-12

REBUILD ILLINOIS BOND GRANTS THIRD INSTALLMENT

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS / MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS – DIRECTORS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

The Illinois Department of Transportation (IDOT) will provide local public agencies with the third installment of the \$1.5 billion grant program from the local government component of the REBUILD ILLINOIS capital bill program. This third installment consists of \$250 million that will be distributed based on the regular Motor Fuel Tax (MFT) formula. These \$250 million are not MFT distributions, rather represent grants made from bond sale proceeds that must be deposited into each Local Public Agencies' MFT account, and must be expended for transportation use with IDOT oversight.

Distribution allotments may be viewed on-line at:
<http://www.idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/mft-distribution/> under "REBUILD ILLINOIS".

This installment will be disbursed primarily through mailed checks from the Illinois Comptroller's Office and Local Public Agencies can anticipate receiving this funding during the week of March 21, 2021.

If you have any questions regarding this circular letter, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov.

Sincerely,

George A. Tapas, P.E., S.E
 Engineer of Local Roads and Streets

cc: Brian Otten, Illinois Association of County Engineers
 Brad Cole, Illinois Municipal League
 Bryan Smith, Township Officials of Illinois
 Donald Goad, Township Highway Commissioners of Illinois

FY 2021 Distribution

Rebuild Illinois: Bond Grant Installment #3

Type: 1 = County, 2 = Township, and 3 = Municipality

Agency Name	Agency Type	Allotment
Palatine	3	\$753,029.34
Palos Heights	3	\$137,464.62
Palos Hills	3	\$192,044.07
Palos Park	3	\$53,239.40
Park Forest	3	\$241,373.16
Park Ridge	3	\$411,679.91
Phoenix	3	\$21,572.55
Posen	3	\$65,761.14
Prospect Heights	3	\$178,555.73
Richton Park	3	\$149,887.52
River Forest	3	\$122,713.13
River Grove	3	\$112,333.26
Riverdale	3	\$148,822.07
Riverside	3	\$97,482.90
Robbins	3	\$58,621.55
Rolling Meadows	3	\$264,703.15
Rosemont	3	\$46,154.72
Sauk Village	3	\$115,397.79
Schaumburg	3	\$815,308.56
Schiller Park	3	\$129,534.18
Skokie	3	\$711,586.75
South Barrington	3	\$50,141.91
South Chicago Heights	3	\$45,462.73
South Holland	3	\$241,977.28
Steger	3	\$105,116.78
Stickney	3	\$74,537.35
Stone Park	3	\$54,326.81
Streamwood	3	\$437,799.84
Summit	3	\$121,417.02
Thornton	3	\$25,680.57
Tinley Park	3	\$622,825.14
Westchester	3	\$183,630.33
Western Springs	3	\$142,517.26
Wheeling	3	\$413,525.22
Willow Springs	3	\$60,675.56

Attachment: RBI Disbursement 3 Palatine (Resolution Appropriating Funds for Cedar and Elm Reconstruction Design Engineering)



**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00110-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the Village

Local Public Agency Type

of Palatine

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Cedar Street	0.25	FA 2180	Illinois Avenue	End of cul-de-sac
Elm Street	0.5	FA 2260	Dorset Avenue	Illinois Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Design engineering services for roadway reconstruction including new curb and gutter installation, ramp upgrades to meet ADA requirements, drainage improvements, base repairs, and installation of new bituminous pavement.

2. That there is hereby appropriated the sum of Eighty-nine thousand, one hundred eighteen

Dollars (\$89,118.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Margaret R. Duer

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Palatine

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Palatine

Name of Local Public Agency

at a meeting held on September 13, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street

BACKGROUND:

Cedar Street, from Illinois Avenue to the Cedar Street cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, are scheduled to be rehabilitated next year using Rebuild Illinois grant funds as well as an appropriation within the soon to be approved 2022 Capital Investment Plan. A portion of this grant funding was identified to allow for design engineering.

KEY ISSUES:

- Over 820 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated for design engineering services for the reconstruction of Cedar Street and Elm Street in the not-to-exceed amount of \$89,118.

BUDGET IMPACT:

Funding from Rebuild Illinois grant funds is included in the Capital Improvement Program to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the reconstruction of Cedar Street and Elm Street in the not-to-exceed amount of \$89,118.

ATTACHMENTS:

- BLA Proposal

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

August 26th, 2021VIA EMAIL

Village of Palatine
Attn: Mr. Matt Barry
Director of Public Works
148 W. Illinois Avenue
Palatine, IL 60067

Re: Professional Services Proposal
Cedar Street–Phase II from Illinois Avenue to cul de sac (Locally & Rebuild Illinois Funded)
Elm Street–Phase II from Dorset Avenue to Illinois Avenue (Locally & Rebuild Illinois Funded)

Dear Mr. Barry:

BLA, Inc. has been requested by the Village of Palatine to perform the Phase II engineering design for the roadway reconstruction of Cedar Street from Illinois Avenue to the end of the cul de sac, the roadway reconstruction of Elm Street from Dorset Ave to Gilbert Road, and the resurfacing of Elm Street from Gilbert Road to Illinois Avenue. Cedar Street (FA 2180) and Elm Street (FA 2260) are classified as local road. Cedar Street and Elm Street are urbanized typical sections with two lanes with an average width of 26'-0" and sidewalk on both sides of the roadway. The length of the project is approximately 0.25 miles and 0.5 miles for Cedar Street and Elm Street respectively. The existing pavement is bituminous is showing signs of distress, rutting and cracking. The bituminous pavement along Cedar Street will be reconstructed in place with new curb and gutter and the existing drainage issues such as ponding will also be corrected as part of the project. For Elm Street, the bituminous pavement will be reconstructed with new curb and gutter from Dorset Avenue to Gilbert Road and resurfaced from Gilbert Road to Illinois Avenue.

We have the experience that is required for this project, along with the ability to complete the project on time. All work would be performed out of our Itasca office.

CIVIL ENGINEERING SCOPE OF WORK AND FEES

S.01 – Topographic Survey

BLA shall field verify and measure the existing site condition and prepare a current topographic plan of the area proposed for the project improvements. Our team will conduct field survey work to obtain the required survey information of the subject property to establish the existing topographic features within and directly adjacent to the proposed improvements. The topographical survey will extend to roughly five feet beyond the existing right of way and will include survey and invert information for the utility structures within the project limits.

For Elm Street from Gilbert Road to Illinois Avenue, the topo will include survey at the intersection corners for purposes of providing ADA compliance and will be supplemented by existing maps and field verified measurements.

BLA will perform on-site measurements and visual observations in conjunction with Village GIS mapping and existing plan data in order to establish project quantities.

This work shall be performed for a lump sum fee of\$11,000.00

Attachment: BLA Proposal (Cedar Street and Elm Street Reconstruction Design Engineering Services)

G.01 – Exploratory Engineering Services

BLA will obtain 3 soil boring along Cedar Street and will obtain 2 soil boring along Elm Street from Dorset Avenue to Gilbert Road within the reconstruction limits and 2 pavement cores from Gilbert Road to Illinois Avenue within the resurfacing limits. Cores and borings will be backfilled with soil cuttings and surface patched to match existing. The resulting cores will provide verification of pavement thickness for use in design.

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

This work shall be performed for a budget fee of\$6,500.00

E.01 – Phase II Engineering

BLA will prepare the final engineering contract Plans, Specifications and Estimate of Cost including Pre-final and Final submittals for the Village of the Rohlwing Road improvements.

The following design criteria shall pertain to the design:

- Along the reconstruction portions of Cedar Street and Elm Street, the pavement section and subgrade will be removed and replaced with subgrade improvement and full depth HMA pavement.
- Along the resurfacing portion from Gilbert Road to Illinois Avenue, the use of milling, leveling course and other methods of re-establishing the base cross slope and/or crown shall be provided as part of the design engineering plans. An HMA overlay up to 3.75" including leveling binder to fill depressions and correct crown deficiencies will be placed upon the pavement surface.
- The existing curb will be reconstructed in place. All driveways with curb reconstruction will include 2' of replacement in-kind unless otherwise agreed upon.
- Existing curb elevations and storm sewer structure rim elevations will be evaluated to determine if minor profile adjustments are necessary for positive drainage. Additional structures will be evaluated to collect any ponding that is collecting at low points.
- Along Cedar Road, the ADA ramps appear to be ADA complaint but will be verified using the topographical survey. Along Elm Street, curb ramp updating for all non-compliant all pedestrian crossings at the four (4) identified intersections within the project limits will be designed at the following intersections with Elm Street Road:
 - Kimball Ave (2 corners)
 - Echo Lane (2 corners)
 - Gilbert Road (4 corners)
 - Illinois Avenue (2 corners)

BLA will coordinate with the Village to determine appropriate ramp crossing and whether receiving ramps shall be proposed or crossings shall be removed.

- With the project receiving Rebuild Illinois (RBI) funds, the project will require a formal prefinal and final submittals and reviews with IDOT local roads. BLA will request a kick-off meeting with IDOT local

roads to determine the appropriate forms, submittal process, bid documents and any other requirements that are needed to comply with the funding requirements.

- BLA will submit an Environmental Survey Request to IDOT to receive environmental and historical clearance for the sidewalk improvements.

BLA will perform the following major tasks for the plan preparation:

- | | | |
|--|--|---|
| • <i>Cover Sheet with Index, State Standards, Location Map</i> | • <i>Removal Plan</i> | • <i>Standards and Village Standards</i> |
| • <i>General Notes</i> | • <i>Plan Sheets</i> | • <i>Cross Sections</i> |
| • <i>Summary and Schedule of Quantities</i> | • <i>Pavement Marking and Signing Plan</i> | • <i>Special Provisions, Bid Documents (IDOT & Local)</i> |
| • <i>Typical Section(s)</i> | • <i>Storm Sewer and Utility Plans</i> | • <i>Estimate of Cost</i> |
| • <i>Alignment, Ties, & Benchmarks</i> | • <i>ADA Ramp Grading Plans</i> | |
| | • <i>IDOT District One Highway</i> | |

This work shall be performed for a budget fee of\$71,068.00

Z.01 – Project Direct Costs

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

This work shall be performed for a budget fee of\$550.00

Total Fee Proposal

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

This work shall be performed for a budget fee of\$89,118.00

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

- | | |
|--------------------------------------|----------------------------|
| • Plat of Highways | • Public Meetings/Hearing |
| • Structural Design (Retaining Wall) | • Traffic Signal Design |
| • Phase III Construction Observation | • Environmental Consulting |
| • Detention Calculations | |

Rate Table & Fees

See BLR Form 05514 (Cost Estimate of Consultant Services Worksheet Fixed Raise) as Exhibit E for the attached Local Public Agency Engineering Services Agreement with Illinois Department of Transportation (BLR 05530).

Invoices will be mailed out monthly. Payment is to be made within thirty days after receipt of our invoice.

Client understands and agrees that on January 1, 2022 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 10%.

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

Thank you for requesting BLA, Inc. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,

BLA, Inc.



Dan Bruckelmeyer, P.E.
 President/Chief Executive Officer

ACCEPTANCE:

VILLAGE OF PALATINE

BY: _____

TITLE: _____

DATE: _____



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Palatine	Cook	21-00110-00-PV	
Project Number	Contact Name	Phone Number	Email
	Matt Barry	(847) 705-5200	MBarry@palatine.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Cedar Street	FA 2180	0.25 miles	
Location Termini			
Illinois Avenue to end of the cul de sac			
Add Location Remove Location			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Elm Street	FA 2260	0.5 miles	
Location Termini			
Dorset Avenue to Illinois Avenue			
Add Location Remove Location			

Project Description

The bituminous pavement along Cedar Street will be reconstructed in place with new curb and gutter and the existing drainage issues such as ponding will also be corrected as part of the project. For Elm Street, the bituminous pavement will be reconstructed with new curb and gutter from Dorset Avenue to Gilbert Road and resurfaced from Gilbert Road to Illinois Avenue.

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other **Rebuild Illinois Bond Funds**

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Rebuild Illinois Bond Funds**

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
BLA Inc	Jacob Thede	(630) 438-6400	jthede@bla-inc.com
Address	City	State	Zip Code
333 Pierce Road	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- For Preliminary Engineering Contracts:
 - To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

- To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).

2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.
Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error

or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
BLA Inc.	36-4263432	\$71,618.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- JADE Hanna Surveyors	46-2570487	\$11,000.00
- Seeco Consultants Inc.	36-3458492	\$6,500.00
Subconsultant Total		\$17,500.00
Prime Consultant Total		\$71,618.00
Total for all work		\$89,118.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date)

Name of Local Public Agency

Palatine

Local Public Agency Type

Village

Clerk

By (Signature & Date)

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

BLA Inc

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00110-00-PV

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

S.01 – Topographic Survey

BLA shall field verify and measure the existing site condition and prepare a current topographic plan of the area proposed for the project improvements. Our team will conduct field survey work to obtain the required survey information of the subject property to establish the existing topographic features within and directly adjacent to the proposed improvements. The topographical survey will extend to roughly five feet beyond the existing right of way and will include survey and invert information for the utility structures within the project limits.

For Elm Street from Gilbert Road to Illinois Avenue, the topo will include survey at the intersection corners for purposes of providing ADA compliance and will be supplemented by existing maps and field verified measurements.

BLA will perform on-site measurements and visual observations in conjunction with Village GIS mapping and existing plan data in order to establish project quantities.

G.01 – Exploratory Engineering Services

BLA will obtain 3 soil boring along Cedar Street and will obtain 2 soil boring along Elm Street from Dorset Avenue to Gilbert Road within the reconstruction limits and 2 pavement cores from Gilbert Road to Illinois Avenue within the resurfacing limits. Cores and borings will be backfilled with soil cuttings and surface patched to match existing. The resulting cores will provide verification of pavement thickness for use in design.

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- ADA Ramp Grading Plans
- IDOT District One Highway

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

- Plat of Highways • Public Meetings/Hearing
- Structural Design (Retaining Wall) • Traffic Signal Design
- Phase III Construction Observation • Environmental Consulting
- Detention Calculations

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00110-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed: October 2021

Kickoff Meeting with Village and IDOT: October 2021

Topographic Survey & CCDD Field Work: October-November 2021

Submit Prefinal Plans, Specifications, and Estimate to Village and IDOT: February, 2022

Submit Final Plans, Specifications, and Estimate to Village and IDOT: April, 2022

Letting: June 2022

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00110-00-PV

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	1	\$550.00	\$550.00
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				\$550.00

Attachment: BLA Proposal (Cedar Street and Elm Street Reconstruction Design Engineering Services)

Local Public Agency	County	Section Number
Village of Palatine	Cook	21-00110-00-PV

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Attachment: BLA Proposal (Cedar Street and Elm Street Reconstruction Design Engineering Services)

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
 Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
 Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
 If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplementa
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s) Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional locations
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type

From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.

Name of Local Public Agency

Insert the name of the LPA.

By

The LPA clerk will sign here.

By

The LPA official authorized to sign this agreement will sign and date here.

Name of Local Public Agency

Insert the name of the Local Public Agency.

Local Public Agency Type

Insert the type of LPA.

Seal of LPA

The LPA will seal the document here.

Title

Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name

Insert the name of the engineering firm the agreement is with.

By

The person(s) authorized to sign this agreement from the engineering firm will sign and date here.

Title

Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer

Upon approval the Regional Engineer will sign and date here.

Exhibit A

Insert the scope of services covered by this agreement for this project.

Exhibit B

Insert the project schedule that applies to this agreement.

Exhibit C

Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.

Exhibit D

Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.

Exhibit E

Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514).

If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.

Exhibit

Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

Village of Palatine

County

Cook

Section Number

21-00110-00-PV

Consultant (Firm) Name

BLA Inc.

Prepared By

Jacob Thede

Date

8/13/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 9 MONTHS
START DATE 10/1/2021
RAISE DATE 1/1/2022
END DATE 6/30/2022

OVERHEAD RATE 101.89%
COMPLEXITY FACTOR
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	1/1/2022	3	33.33%
1	1/2/2022	7/1/2022	6	68.00%

The total escalation = 1.33%

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00110-00-PV

MAXIMUM PAYROLL RATE 78.00

ESCALATION FACTOR	1.33%
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PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Attachment: BLA Proposal (Cedar Street and Elm Street Reconstruction Design Engineering Services)

Consider a Resolution Appropriating \$58,397 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street

BACKGROUND:

Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, are scheduled to be rehabilitated in the 2022 Capital Improvement Plan. The scope of rehabilitation work includes pavement resurfacing, patching, new curb and gutter installation, sidewalk replacement, and ramp upgrades to meet ADA requirements.

In 2020, the Illinois Department of Transportation notified the Village they are implementing a grant program using proceeds from a general obligation bond in the REBUILD Illinois capital program to provide Local Public Agencies with funds for capital projects. The Village has been awarded a third allotment of \$753,029.34 for a capital improvement. The 2021 budget was adjusted earlier this year to reflect this addition.

In order to secure and expend these funds, the State requires that resolutions be passed by the Village indicating their intended use similar to the use of Motor Fuel Tax proceeds. The State then reviews these resolutions, granting or denying their approval.

KEY ISSUES:

- Reconstruction activities include: removal of all the asphalt pavement, base and sub-base repair and/or replacement, new curb and gutter installation, spot sidewalk replacement and drainage improvements. The pavement will be replaced with 4" of asphalt.

ALTERNATIVES:

1. Approve the resolution appropriating Rebuild Illinois funds in the amount of \$58,397 for the design engineering services for the reconstruction of Crescent Avenue and Ellis Street.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the resolution appropriating \$58,397 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, be approved.

ACTION REQUIRED:

Motion to approve the resolution appropriating \$58,397 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end.

ATTACHMENTS:

- Resolution
- IDOT CL 2021-12 RBI Bonds Release 3

- RBI Disbursement 3 Palatine

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



**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00111-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the Village

Local Public Agency Type

of Palatine

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Crescent Avenue	0.26	FA 0569	Kenilworth Avenue	Dorset Avenue
Ellis Street	0.24	FA 0558	Quentin Road	Dead end

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Design engineering services for roadway reconstruction including new curb and gutter installation, ramp upgrades to meet ADA requirements, drainage improvements, base repairs, and installation of new bituminous pavement.

2. That there is hereby appropriated the sum of Fifty-eight thousand, three hundred ninety-seven

Dollars (\$58,397.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Margaret R. Duer

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Palatine

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Palatine

Name of Local Public Agency

at a meeting held on September 13, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois 62764

March 18, 2021

CIRCULAR LETTER 2021-12

REBUILD ILLINOIS BOND GRANTS THIRD INSTALLMENT

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS / MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS – DIRECTORS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

The Illinois Department of Transportation (IDOT) will provide local public agencies with the third installment of the \$1.5 billion grant program from the local government component of the REBUILD ILLINOIS capital bill program. This third installment consists of \$250 million that will be distributed based on the regular Motor Fuel Tax (MFT) formula. These \$250 million are not MFT distributions, rather represent grants made from bond sale proceeds that must be deposited into each Local Public Agencies' MFT account, and must be expended for transportation use with IDOT oversight.

Distribution allotments may be viewed on-line at:
<http://www.idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/mft-distribution/> under "REBUILD ILLINOIS".

This installment will be disbursed primarily through mailed checks from the Illinois Comptroller's Office and Local Public Agencies can anticipate receiving this funding during the week of March 21, 2021.

If you have any questions regarding this circular letter, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov.

Sincerely,

George A. Tapas, P.E., S.E
 Engineer of Local Roads and Streets

cc: Brian Otten, Illinois Association of County Engineers
 Brad Cole, Illinois Municipal League
 Bryan Smith, Township Officials of Illinois
 Donald Goad, Township Highway Commissioners of Illinois

FY 2021 Distribution

Rebuild Illinois: Bond Grant Installment #3

Type: 1 = County, 2 = Township, and 3 = Municipality

Agency Name	Agency Type	Allotment
Palatine	3	\$753,029.34
Palos Heights	3	\$137,464.62
Palos Hills	3	\$192,044.07
Palos Park	3	\$53,239.40
Park Forest	3	\$241,373.16
Park Ridge	3	\$411,679.91
Phoenix	3	\$21,572.55
Posen	3	\$65,761.14
Prospect Heights	3	\$178,555.73
Richton Park	3	\$149,887.52
River Forest	3	\$122,713.13
River Grove	3	\$112,333.26
Riverdale	3	\$148,822.07
Riverside	3	\$97,482.90
Robbins	3	\$58,621.55
Rolling Meadows	3	\$264,703.15
Rosemont	3	\$46,154.72
Sauk Village	3	\$115,397.79
Schaumburg	3	\$815,308.56
Schiller Park	3	\$129,534.18
Skokie	3	\$711,586.75
South Barrington	3	\$50,141.91
South Chicago Heights	3	\$45,462.73
South Holland	3	\$241,977.28
Steger	3	\$105,116.78
Stickney	3	\$74,537.35
Stone Park	3	\$54,326.81
Streamwood	3	\$437,799.84
Summit	3	\$121,417.02
Thornton	3	\$25,680.57
Tinley Park	3	\$622,825.14
Westchester	3	\$183,630.33
Western Springs	3	\$142,517.26
Wheeling	3	\$413,525.22
Willow Springs	3	\$60,675.56

Attachment: RBI Disbursement 3 Palatine (Resolution Appropriating Funds for Crescent and Ellis Reconstruction Design Engineering)

Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street

BACKGROUND:

Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, are scheduled to be rehabilitated next year using Rebuild Illinois grant funds as well as an appropriation within the soon to be approved 2022 Capital Investment Plan. A portion of this grant funding was identified to allow for design engineering.

KEY ISSUES:

- Over 520 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated for design engineering services for the reconstruction of Crescent Avenue and Ellis Street in the not-to-exceed amount of \$58,397.

BUDGET IMPACT:

Funding from Rebuild Illinois grant funds is included in the Capital Improvement Program to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the reconstruction of Crescent Avenue and Ellis Street in the not-to-exceed amount of \$58,397.

ATTACHMENTS:

- BLA Proposal

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

August 26th, 2021VIA EMAIL

Village of Palatine
Attn: Mr. Matt Barry
Director of Public Works
148 W. Illinois Avenue
Palatine, IL 60067

Re: Professional Services Proposal
Crescent Avenue–Phase II from Kenilworth Ave. to Dorset Ave. (Locally & Rebuild Illinois Funded)
Ellis Street–Phase II from Quentin Road to dead end (Locally & Rebuild Illinois Funded)

Dear Mr. Barry:

BLA, Inc. has been requested by the Village of Palatine to perform the Phase II engineering design for the roadway reconstruction of Crescent Avenue from Kenilworth to Dorset Avenue and of Ellis Street from Quentin Road to the dead end. Crescent Avenue (FA 0569) and Ellis Street (FA 0558) are classified as local road. Crescent Avenue and Ellis Street are urbanized typical sections with two lanes with an average width ranging from 18'-0" to 26'-0" with no curb and gutter except for isolated areas. Sidewalk resides in isolated segments along both sides of the road, but does not provide continuous connectivity. The length of the project is approximately 0.26 miles and 0.24 miles for Crescent Avenue and Ellis Street, respectively. The existing pavement is bituminous is showing signs of distress, rutting and cracking. The bituminous pavement along Crescent Avenue and Ellis Street will be reconstructed in place with new curb and gutter and the existing drainage issues such as ponding will also be corrected as part of the project. Sidewalk will be proposed within Village right-of-way where feasible.

We have the experience that is required for this project, along with the ability to complete the project on time. All work would be performed out of our Itasca office.

CIVIL ENGINEERING SCOPE OF WORK AND FEES

S.01 – Topographic Survey

BLA shall field verify and measure the existing site condition and prepare a current topographic plan of the area proposed for the project improvements. Our team will conduct field survey work to obtain the required survey information of the subject property to establish the existing topographic features within and directly adjacent to the proposed improvements. The topographical survey will extend to roughly five feet beyond the existing right of way and will include survey and invert information for the utility structures within the project limits.

BLA will perform on-site measurements and visual observations in conjunction with Village GIS mapping and existing plan data in order to establish project quantities.

This work shall be performed for a lump sum fee of\$8,000.00

G.01 – Exploratory Engineering Services

BLA will obtain 2 soil boring along Crescent Avenue and will obtain 2 soil boring along Ellis Street. Cores and borings will be backfilled with soil cuttings and surface patched to match existing. The resulting cores will provide verification of pavement thickness for use in design.

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill

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

This work shall be performed for a budget fee of\$5,000.00

E.01 – Phase II Engineering

BLA will prepare the final engineering contract Plans, Specifications and Estimate of Cost including Pre-final and Final submittals for the Village of the Rohlwing Road improvements.

The following design criteria shall pertain to the design:

- Along the reconstruction portions of Crescent Avenue and Ellis Street, the pavement section and subgrade will be removed and replaced with subgrade improvement and full depth HMA pavement.
- The profile of the roadway will be modified where applicable to allow for proposed curb to be implemented where possible.
- All driveways with curb or shoulder reconstruction will include 2' of replacement in-kind unless otherwise agreed upon.
- Sidewalk will be implemented within existing Village right-of-way where feasible to provide more connectivity.
- Existing storm sewer structure rim elevations and culvert elevations will be evaluated to determine if minor profile adjustments are necessary for positive drainage. Additional structures will be evaluated to collect any ponding that is collecting at low points. With the addition of new curb, inlets will need to be proposed to collect the drainage within the new gutter.
- Along Crescent Avenue and Ellis Street, curb ramp updating for all non-compliant all pedestrian crossings at the five (5) identified intersections and non-continuous entrances within the project limits will be designed at the following intersections:
 - Brookside Street (2 corners)
 - Dorchester (2 corners)
 - Ellis Street (4 corners)
 - Dorset Avenue (2 corners)
 - Quentin Road (2 corners)

BLA will coordinate with the Village to determine appropriate ramp crossing and whether receiving ramps shall be proposed or crossings shall be removed.

- With the project receiving Rebuild Illinois (RBI) funds, the project will require a formal prefinal and final submittals and reviews with IDOT local roads. BLA will request a kick-off meeting with IDOT local roads to determine the appropriate forms, submittal process, bid documents and any other requirements that are needed to comply with the funding requirements.
- BLA will submit an Environmental Survey Request to IDOT to receive environmental and historical clearance for the sidewalk improvements.

BLA will perform the following major tasks for the plan preparation:

- | | | |
|--|--|---|
| • <i>Cover Sheet with Index, State Standards, Location Map</i> | • <i>Removal Plan</i> | • <i>Standards and Village Standards</i> |
| • <i>General Notes</i> | • <i>Plan Sheets</i> | • <i>Cross Sections</i> |
| • <i>Summary and Schedule of Quantities</i> | • <i>Pavement Marking and Signing Plan</i> | • <i>Special Provisions, Bid Documents (IDOT & Local)</i> |
| • <i>Typical Section(s)</i> | • <i>Storm Sewer and Utility Plans</i> | • <i>Estimate of Cost</i> |
| • <i>Alignment, Ties, & Benchmarks</i> | • <i>ADA Ramp Grading Plans</i> | |
| | • <i>IDOT District One Highway</i> | |

This work shall be performed for a budget fee of\$44,847.00

Z.01 – Project Direct Costs

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

This work shall be performed for a budget fee of\$550.00

Total Fee Proposal

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

This work shall be performed for a budget fee of\$58,397.00

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

- | | |
|--------------------------------------|----------------------------|
| • Plat of Highways | • Public Meetings/Hearing |
| • Structural Design (Retaining Wall) | • Traffic Signal Design |
| • Phase III Construction Observation | • Environmental Consulting |
| • Detention Calculations | |

Rate Table & Fees

See BLR Form 05514 (Cost Estimate of Consultant Services Worksheet Fixed Raise) as Exhibit E for the attached Local Public Agency Engineering Services Agreement with Illinois Department of Transportation (BLR 05530).

Invoices will be mailed out monthly. Payment is to be made within thirty days after receipt of our invoice.

Client understands and agrees that on January 1, 2022 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 10%.

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

Thank you for requesting BLA, Inc. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.



Sincerely,

BLA, Inc.

Dan Bruckelmeyer, P.E.
President/Chief Executive Officer

ACCEPTANCE:

VILLAGE OF PALATINE

BY: _____

TITLE: _____

DATE: _____



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Palatine	Cook	21-00111-00-PV	
Project Number	Contact Name	Phone Number	Email
	Matt Barry	(847) 705-5200	MBarry@palatine.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Crescent Avenue	FA 0569	0.26 miles	
Location Termini			
Kenilworth Avenue to Dorset Avenue			
Add Location Remove Location			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Ellis Street	FA 0558	0.24 miles	
Location Termini			
Quentin Road to dead end			
Add Location Remove Location			

Project Description

The bituminous pavement along Crescent Avenue and Ellis Street will be reconstructed in place with new curb and gutter and the existing drainage issues such as ponding will also be corrected as part of the project. Sidewalk will be proposed within Village right-of-way where feasible.

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other **Rebuild Illinois Bond Funds**

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Rebuild Illinois Bond Funds**

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
BLA Inc	Jacob Thede	(630) 438-6400	jthede@bla-inc.com
Address	City	State	Zip Code
333 Pierce Road	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- For Preliminary Engineering Contracts:
 - To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

- To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
- To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent
- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
BLA Inc.	36-4263432	\$45,397.00
Subconsultants		
- JADE Hanna Surveyors	46-2570487	\$8,000.00
- Seeco Consultants Inc.	36-3458492	\$5,000.00
Subconsultant Total		\$13,000.00
Prime Consultant Total		\$45,397.00
Total for all work		\$58,397.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date)

Name of Local Public Agency

Palatine

Local Public Agency Type

Village

Clerk

By (Signature & Date)

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

BLA Inc

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00111-00-PV

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

S.01 – Topographic Survey

BLA shall field verify and measure the existing site condition and prepare a current topographic plan of the area proposed for the project improvements. Our team will conduct field survey work to obtain the required survey information of the subject property to establish the existing topographic features within and directly adjacent to the proposed improvements. The topographical survey will extend to roughly five feet beyond the existing right of way and will include survey and invert information for the utility structures within the project limits.

BLA will perform on-site measurements and visual observations in conjunction with Village GIS mapping and existing plan data in order to establish project quantities.

GG.01 – Exploratory Engineering Services

BLA will obtain 2 soil boring along Crescent Avenue and will obtain 2 soil boring along Ellis Street. Cores and borings will be backfilled with soil cuttings and surface patched to match existing. The resulting cores will provide verification of pavement thickness for use in design.

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

E.01 – Phase II Engineering

BLA will prepare the final engineering contract Plans, Specifications and Estimate of Cost including Pre-final and Final submittals for the Village of the Rohlwing Road improvements.

The following design criteria shall pertain to the design:

- Along the reconstruction portions of Crescent Avenue and Ellis Street, the pavement section and subgrade will be removed and replaced with subgrade improvement and full depth HMA pavement.
- The profile of the roadway will be modified where applicable to allow for proposed curb to be implemented where possible.
- All driveways with curb or shoulder reconstruction will include 2' of replacement in-kind unless otherwise agreed upon.
- Sidewalk will be implemented within existing Village right-of-way where feasible to provide more connectivity.
- Existing storm sewer structure rim elevations and culvert elevations will be evaluated to determine if minor profile adjustments are necessary for positive drainage. Additional structures will be evaluated to collect any ponding that is collecting at low points. With the addition of new curb, inlets will need to be proposed to collect the drainage within the new gutter.
- Along Crescent Avenue and Ellis Street, curb ramp updating for all non-compliant all pedestrian crossings at the five (5) identified intersections and non-continuous entrances within the project limits will be designed at the following intersections:
 - o Brookside Street (2 corners)
 - o Dorchester (2 corners)
 - o Ellis Street (4 corners)
 - o Dorset Avenue (2 corners)
 - o Quentin Road (2 corners)

BLA will coordinate with the Village to determine appropriate ramp crossing and whether receiving ramps shall be proposed or crossings shall be removed.

- With the project receiving Rebuild Illinois (RBI) funds, the project will require a formal prefinal and final submittals and reviews with IDOT local roads. BLA will request a kick-off meeting with IDOT local roads to determine the appropriate forms, submittal process, bid documents and any other requirements that are needed to comply with the funding requirements.
- BLA will submit an Environmental Survey Request to IDOT to receive environmental and historical clearance for the sidewalk improvements.

BLA will perform the following major tasks for the plan preparation:

- Cover Sheet with Index, State Standards, Location Map
- General Notes
- Summary and Schedule of Quantities
- Typical Section(s)
- Alignment, Ties, & Benchmarks
- Removal Plan
- Plan Sheets
- Pavement Marking and Signing Plan
- Storm Sewer and Utility Plans
- ADA Ramp Grading Plans
- IDOT District One Highway Standards and Village Standards
- Cross Sections
- Special Provisions, Bid Documents (IDOT & Local)
- Estimate of Cost

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

- Plat of Highways • Public Meetings/Hearing
- Structural Design (Retaining Wall) • Traffic Signal Design
- Phase III Construction Observation • Environmental Consulting
- Detention Calculations

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00111-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed: October 2021

Kickoff Meeting with Village and IDOT: October 2021

Topographic Survey & CCDD Field Work: October-November 2021

Submit Preliminary Plans, Specifications, and Estimate to Village and IDOT: February, 2022

Submit Final Plans, Specifications, and Estimate to Village and IDOT: April, 2022

Letting: June 2022

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00111-00-PV

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	1	\$550.00	\$550.00
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				\$550.00

Attachment: BLA Proposal (Crescent Avenue and Ellis Street Reconstruction Design Engineering Services)

Local Public Agency	County	Section Number
Village of Palatine	Cook	21-00111-00-PV

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Attachment: BLA Proposal (Crescent Avenue and Ellis Street Reconstruction Design Engineering Services)

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
 Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
 Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
 If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplementa
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s) Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional locations
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type

From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.

Name of Local Public Agency

Insert the name of the LPA.

By

The LPA clerk will sign here.

By

The LPA official authorized to sign this agreement will sign and date here.

Name of Local Public Agency

Insert the name of the Local Public Agency.

Local Public Agency Type

Insert the type of LPA.

Seal of LPA

The LPA will seal the document here.

Title

Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name

Insert the name of the engineering firm the agreement is with.

By

The person(s) authorized to sign this agreement from the engineering firm will sign and date here.

Title

Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer

Upon approval the Regional Engineer will sign and date here.

Exhibit A

Insert the scope of services covered by this agreement for this project.

Exhibit B

Insert the project schedule that applies to this agreement.

Exhibit C

Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.

Exhibit D

Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.

Exhibit E

Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514).

If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.

Exhibit

Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

Village of Palatine

County

Cook

Section Number

21-00111-00-PV

Consultant (Firm) Name

BLA Inc.

Prepared By

Jacob Thede

Date

8/13/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 9 MONTHS
START DATE 10/1/2021
RAISE DATE 1/1/2022
END DATE 6/30/2022

OVERHEAD RATE 101.89%
COMPLEXITY FACTOR
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	1/1/2022	3	33.33%
1	1/2/2022	7/1/2022	6	68.00%

The total escalation = 1.33%

Local Public Agency

County

Section Number

Village of Palatine

Cook

21-00111-00-PV

MAXIMUM PAYROLL RATE 78.00

ESCALATION FACTOR	1.33%
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PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Attachment: BLA Proposal (Crescent Avenue and Ellis Street Reconstruction Design Engineering Services)

Consider a Motion to Approve Change Order #1 for the 2021 Drainage Improvements Project

BACKGROUND:

On Monday, August 9, 2021, the 2021 Drainage Improvements Project contract was awarded to DeVinci Construction, Incorporated of Oak Brook, Illinois in the amount of \$89,705. The costs of this contract were competitive as DeVinci's bid was over 20 percent less than the next lowest bid.

KEY ISSUES:

- The proposed change order would accommodate an additional 50/50 public storm sewer extension to be installed in the back yards of 175, 205, 211 and 217 East Cedarwood Court. It would also accommodate a planned storm sewer improvement at the northwest corner of Portage Avenue and North Street for installation of three new inlets and associated storm sewer piping.
- The proposed change order would increase the total project cost by \$72,517 to complete the additional work.
- Staff is requesting a change order to the contract to accommodate this work.
- Previously bid unit costs would be used except for new items negotiated for the Portage and North storm sewer improvement (items AUP 1 through AUP 9) and for sod restoration for the Cedarwood Court storm sewer extension (item AUP 9).

ALTERNATIVES:

1. Approve change order #1 for the 2021 Drainage Improvements with DeVinci Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends approval of change order #1 for the 2021 Drainage Improvements Project with DeVinci Construction in the amount of \$72,517.

BUDGET IMPACT:

Sewer funds in the amount of \$140,000 are available in the 2021 Capital Improvement Budget to accommodate the Portage Avenue and North Street Storm Sewer Extension project. Savings from utilizing this existing contract can be used to fund the Cedarwood Court 50/50 improvement.

ACTION REQUIRED:

Motion to approve change order #1 for the 2021 Drainage Improvements Project with DeVinci Construction, Incorporated of Oak Brook, Illinois in the amount of \$72,517, for a total contract price of \$162,222.

ATTACHMENTS:

- Estimated Project Cost with AUP 1-9
- DeVinci Additional Unit Prices

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

2021 Drainage Improvements

						CO1 Portage & North		CO1 Cedarwood Ct.		171 E Timberlane Drive		439 S Whitehall Drive		48 N Linden Ave		PG Hills Det. Basin					
NO.	Item Description	Unit	Estimated Quantity	Contract Unit Price	Total	Estimated Quantity	Total	Estimated Quantity	Total	Estimated Quantity	Total	Estimated Quantity	Total	Estimated Quantity	Total	Estimated Quantity	Total				
1	8" PVC SDR 26	FT	1,017	\$ 61.00	\$ 62,037.00		\$ -	247	\$ 15,067.00	359	\$ 21,899.00	285	\$ 17,385.00	43	\$ 2,623.00	83	\$ 5,063.00				
2	8" PVC C-900	FT	17	\$ 78.00	\$ 1,326.00		\$ -		\$ -	6	\$ 468.00		\$ -	11	\$ 858.00		\$ -				
3	Pipe Removal	FT	147	\$ 5.00	\$ 735.00	53	\$ 265.00		\$ -		\$ -		\$ -	11	\$ 55.00	83	\$ 415.00				
4	Inlet Type A 2' Dia, Frame & Grate as shown on plans	EA	17	\$ 1,335.00	\$ 22,695.00	3	\$ 4,005.00	4	\$ 5,340.00	6	\$ 8,010.00	3	\$ 4,005.00	1	\$ 1,335.00		\$ -				
5	Remove and Replace Inlet with Type A 2' Dia, Frame & Grate as shown on plans	EA	1	\$ 1,575.00	\$ 1,575.00		\$ -		\$ -	1	\$ 1,575.00		\$ -		\$ -		\$ -				
6	Remove and Replace CB with Type C Catch Basin 2' Dia, Frame & Grate as shown on plans	EA	1	\$ 2,130.00	\$ 2,130.00		\$ -		\$ -		\$ -		\$ -	1	\$ 2,130.00		\$ -				
7	Galvanized Steel Flared End Section 8"	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 1,000.00				
8	3" Rip-Rap on Geotech Fabric	SY	2	\$ 200.00	\$ 400.00		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 400.00				
9	Core Connection To existing Structure	EA	3	\$ 500.00	\$ 1,500.00		\$ -	1	\$ 500.00		\$ -	1	\$ 500.00	1	\$ 500.00		\$ -				
10	PCC Sidewalk 5" Removal & Replacement	SF	500	\$ 12.00	\$ 6,000.00	275	\$ 3,300.00		\$ -	50	\$ 600.00		\$ -	175	\$ 2,100.00		\$ -				
11	Tree Root Pruning	EA	2	\$ 225.00	\$ 450.00		\$ -		\$ -		\$ -		\$ -	1	\$ 225.00	1	\$ 225.00				
12	Clearing	LS	1	\$ 985.00	\$ 985.00		\$ -		\$ -	0.25	\$ 246.25	0.25	\$ 246.25	0.25	\$ 246.25	0.25	\$ 246.25				
13	Curb and Gutter Removal and Replacement	FT	5	\$ 67.00	\$ 335.00		\$ -		\$ -	5	\$ 335.00		\$ -		\$ -		\$ -				
14	Class D patch 6"	SY	1	\$ 200.00	\$ 200.00		\$ -		\$ -	1	\$ 200.00		\$ -		\$ -		\$ -				
15	Bituminous Driveway 3" Removal and Replacement	SY	22	\$ 112.00	\$ 2,464.00		\$ -		\$ -		\$ -		\$ -	22	\$ 2,464.00		\$ -				
16	Temporary Barrier Fence	LS	1	\$ 300.00	\$ 300.00		\$ -		\$ -	0.25	\$ 75.00	0.25	\$ 75.00	0.25	\$ 75.00	0.25	\$ 75.00				
17	Traffic Control & Protection	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.25	\$ 375.00	0.25	\$ 375.00	0.25	\$ 375.00	0.25	\$ 375.00				
18	Soil Testing and LPC-663	LS	1	\$ 1,050.00	\$ 1,050.00		\$ -		\$ -	0.25	\$ 262.50	0.25	\$ 262.50	0.25	\$ 262.50	0.25	\$ 262.50				
19	Construction Layout	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.25	\$ 375.00	0.25	\$ 375.00	0.25	\$ 375.00	0.25	\$ 375.00				
20	Pre-Construction Video	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	0.25	\$ 250.00	0.25	\$ 250.00	0.25	\$ 250.00	0.25	\$ 250.00				
21	Sod Restoration	LS	1	\$ 9,000.00	\$ 9,000.00		\$ -		\$ -	0.25	\$ 2,250.00	0.25	\$ 2,250.00	0.25	\$ 2,250.00	0.25	\$ 2,250.00				
AUP 1	Tree Protection Fencing	LF	64	\$ 12.00	\$ 768.00	64	\$ 768.00		\$ 0								\$ -				
AUP 2	Trench Backfill	CY	75	\$ 38.00	\$ 2,850.00	75	\$ 2,850.00		\$ -								\$ -				
AUP 3	Adjust Ex Pipe Connection	EA	1	\$ 550.00	\$ 550.00	1	\$ 550.00		\$ -								\$ -				
AUP 4	PVC SDR 26 12"	LF	63	\$ 82.00	\$ 5,166.00	63	\$ 5,166.00		\$ -								\$ -				
AUP 5	PVC SDR 26 18"	LF	20	\$ 132.00	\$ 2,640.00	20	\$ 2,640.00		\$ -								\$ -				
AUP 6	PVC SDR 26 21"	L	31	\$ 169.00	\$ 5,239.00	31	\$ 5,239.00		\$ -								\$ -				
AUP 7	36" DIA TY A MH W/ TY1 F&G	EA	3	\$ 2,990.00	\$ 8,970.00	3	\$ 8,970.00		\$ -								\$ -				
AUP 8	48" DIA TY A MH W/ TY1 F&G	EA	1	\$ 3,865.00	\$ 3,865.00	1	\$ 3,865.00		\$ -								\$ -				
AUP 9	Sod Restoration	SY	636	\$ 22.00	\$ 13,992.00	280	\$ 6,160.00	356	\$ 7,832.00								\$ -				
\$ 162,222.00						\$ 43,778.00		\$ 28,739.00		\$ 36,920.75		\$ 25,723.75		\$ 16,123.75		\$ 10,936.75		\$162,222.00			

Attachment: Estimated Project Cost with AUP 1-9 (2021 Drainage Improvements Project Change Order #1)

August 23, 2021



PALATINE - 2021 DRAINAGE IMPROVEMENTS DPW-2103

#	DESCRIPTION	UNIT	QTY	UNIT PRICE
AUP 1	TREE PROTECTION FENCING SP	LF	64	\$ 12.00
AUP 2	TRENCHBACKFILL SP	CY	75	\$ 38.00
AUP 3	ADJ EX PIPE CONNECTION AT DS MH	EA	1	\$ 550.00
AUP 4	PVC SDR 26 12"	LF	63	\$ 82.00
AUP 5	PVC SDR 26 18"	LF	20	\$ 132.00
AUP 6	PVC SDR 26 21"	LF	31	\$ 169.00
AUP 7	36" DIA TY A MH W/TY 1 F&G	EA	3	\$ 2,990.00
AUP 8	48" DIA TY A MH W/TY 1 F&G	EA	1	\$ 3,865.00
AUP 9	SOD LAWN RESTORATION	SY	636	\$ 22.00

Attachment: DeVinci Additional Unit Prices (2021 Drainage Improvements Project Change Order #1)

Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services

BACKGROUND:

Providing quality emergency medical services (EMS) is a primary activity of the Fire Department. It is also a major expense. Fees collected from patients and their insurance companies for EMS cover only a portion of the actual costs incurred for the services that are provided. This is especially the case when the fees are paid through Medicaid, which is a Federally-funded public-aid medical program administered by the State.

The federal government has a program that reimburses public emergency medical service providers for the difference between what Medicaid pays for the treatment and transport of a Medicaid patient and the actual cost of providing this service. This program is called the Ground Emergency Medical Transportation (GEMT) Program.

KEY ISSUES:

To be able to start participating in January 2022, this intergovernmental agreement with HFS and a detailed cost report need to be submitted to HFS by October 1st.

For each Medicaid patient transported, Medicaid will reimburse each fire department based on its class's cost-per-transport minus the amount already paid to the fire department for the transport.

The fire department keeps 50% of the payment and pays 50% back to HFS to maintain and continue the program.

Staff is conservatively estimating \$1,000,000 in revenue for CY 2022, with a "pay-back" to the State of \$500,000, thus resulting in increased "net" revenue of \$500,000.

ALTERNATIVES:

- 1) Adopt the resolution
- 2) Do not adopt the resolution

RECOMMENDATION:

Staff recommends adoption of the resolution, which will result in higher net ambulance fee revenue for the Village beginning in 2022.

ACTION REQUIRED:

Motion to adopt a Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services.

ATTACHMENTS:

- Resolution for IGA
- 2021 GEMT IGA - Exhibit A
- GEMT Memo

RESULT: **ADOPTED BY VOICE VOTE [UNANIMOUS]**

MOVER: Kollin Kozlowski, District 5 Councilman

SECONDER: Doug Myslinski, District 3 Councilman

AYES: Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

RESOLUTION NO. R - ____ - 21

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
CONCERNING REIMBURSEMENT FOR EMERGENCY MEDICAL SERVICES**

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

WHEREAS, the Village of Palatine ("Village") is an Illinois home-rule municipal corporation authorized by Article VII, Section 6 of the Illinois Constitution to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the fees received by the Village for emergency medical services provided by the Fire Department cover only a portion of the actual costs incurred, especially when the fees are paid through Medicaid; and

WHEREAS, Medicaid operates the Ground Emergency Medical Transport program ("GEMT Program") that reimburses emergency medical service providers for a portion of the actual costs of emergency medical services provided to Medicaid patients; and

WHEREAS, , the Illinois Department of Healthcare and Family Services ("HFS") has applied to be part of the GEMT Program, pursuant to which Medicaid would reimburse each participating Illinois fire department based on the regional cost per call minus the amount already paid for the call; and

WHEREAS, after receiving the GEMT Program reimbursement, each participating fire department may keep 50 percent of the reimbursement payment and must remit the remaining 50 percent of the reimbursement payment to HFS; and

WHEREAS, by participating in the GEMT Program both the Village and the State will recoup additional funds to cover the cost of providing emergency medical services to the public without raising the fees for such services; and

WHEREAS, , in order to participate in the HFS GEMT Program, HFS requires that the Village enter into an intergovernmental agreement setting forth each parties' rights and obligations ("IGA"); and

WHEREAS, the Mayor and Village Council has determined that it is in the best interest of the Village to enter into the IGA with HFS;

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

SECTION 1: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Mayor and Village Council.

SECTION 2: The Mayor and Village Council hereby approve the IGA attached to this Resolution as **Exhibit A**.

SECTION 3: The Village Manager is hereby authorized and directed to execute the IGA on behalf of the Village.

SECTION 4: This Resolution shall be operative and effective upon its passage.

ADOPTED by the Village Council of the Village of Palatine, Illinois, this 13th day of September 2021.

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

APPROVED by me this 13th day of September 2021.

ATTESTED and FILED in the Office of the Village Clerk this 13th day of September 2021.

Mayor of the Village of Palatine

Village Clerk

Attachment: Resolution for IGA (IGA for Reimb of EMS Costs)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

Village of Palatine

2021-20-²¹

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and Village of Palatine, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”), hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III

INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV

TERM

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V

TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

Attachment: 2021 GEMT IGA - Exhibit A (IGA for Reimb of EMS Costs)

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: findept@palatine.il.us

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Attachment: 2021 GEMT IGA - Exhibit A (IGA for Reimb of EMS Costs)

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: Reid T. Ottesen _____

TITLE: Village Manager _____

DATE: September 13, 2021 _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON

DIRECTOR

DATE: _____

Attachment: 2021 GEMT IGA - Exhibit A (IGA for Reimb of EMS Costs)

DEPARTMENT OF FINANCE & OPERATIONS INTEROFFICE MEMORANDUM

To: REID OTTESEN, VILLAGE MANAGER
From: PAUL MEHRING, FINANCE DIRECTOR
PATRICK GRATZIANNA, FIRE CHIEF
Subject: IGA FOR REIMBURSEMENT OF AMBULANCE COSTS FOR MEDICAID PATIENTS
Date: SEPTEMBER 7, 2021

Providing quality emergency medical services (EMS) is a primary activity of the Fire Department. It is also a major expense. Fees collected from patients and their insurance companies for EMS cover only a portion of the actual costs incurred for the services that are provided. This is especially the case when the fees are paid through Medicaid, which is a Federally-funded public-aid medical program administered by the State. The average payment on an EMS call for a Medicaid patient during the State's fiscal year 7/2018 – 6/2019 was nearly \$187 – far less than the cost of providing the service (which averages nearly \$2,000).

The federal government has a program that reimburses public emergency medical service providers for the difference between what Medicaid pays for the treatment and transport of a Medicaid patient and the actual cost of providing this service. This program is called the Ground Emergency Medical Transportation (GEMT) Program.

The Illinois Department of Healthcare and Family Services (HFS) has applied for Illinois to be a part of the GEMT Program by amending the State's agreement with Medicaid. This will allow fire departments to be reimbursed for costs in addition to the amount currently being paid by Medicaid.

To be able to start participating in January 2022, an intergovernmental agreement with HFS and a detailed cost report need to be submitted to HFS by October 1st.

The GEMT Program requires the Fire and Finance Departments to complete and submit a detailed cost report. The cost report identifies an average cost per EMS transport for the municipality. HFS will then create "classes" or "regions" of fire departments with similar average costs-per-transport. For each Medicaid patient transported, Medicaid will reimburse each fire department based on its class's cost-per-transport minus the amount already paid to the fire department for the transport. The reimbursement is sent to the fire department, and the fire department keeps 50% of the payment and pays 50% back to HFS to maintain and continue the program.

Attachment: GEMT Memo (IGA for Reimb of EMS Costs)

A conservative first year estimate based on CY 2020 call activity is for an extra \$1,000,000 in reimbursement/fee revenue and \$500,000 in cost return to HFS for \$500,000 in extra “net” revenue.

It is our recommendation that the Village adopt the IGA with HFS to begin to recoup a greater amount of reimbursement for ambulance services starting on January 1, 2022.

Additionally, while researching this topic, we found that the Village’s Ambulance Fees have not been increased since 2018 when they were converted to a “flat fee” per call. In reviewing neighboring communities with a flat fee structure, we found that the Village’s fee is not in alignment with what others are charging. The following table compares the Village’s current fee with those others around us.

	Palatine		Hoffman Estates		Arlington Heights		Mount Prospect	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Flat Rate	774	1,032	1,250	1,500	1,500	1,500	1,500	1,500
Mileage	8.00	8.00	8.32	10.92	12.00	12.00	15.00	15.00

It is important to remember that the Village does not balance bill residents for unpaid amounts. Thus, any increase in this fee would not increase their out-of-pocket cost. An increase would only “capture” any “unused” insurance benefits from residents.

It is our recommendation that the Village increase the flat fee for service to \$1,250 for residents and \$1,500 for non-residents along with a Mileage Fee of \$12, effective January 1, 2022. This change would be reflected in the Fee Schedule Supplement as part of the annual budget adoption.

Attachment: GEMT Memo (IGA for Reimb of EMS Costs)

Consider a Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois

BACKGROUND:

On or about September 22, 2021, CSC Palatine Apartments, LLC (owners of The Woods of Countryside) desire to provide the Village with the funds necessary to call and redeem the SSA Bonds on October 25, 2021.

While these Bonds are solely payable by property taxes levied against parcels located in the Special Area, it is advantageous for the Village to have these Bonds called and redeemed.

KEY ISSUES:

- Staff will not place the irrevocable call notice until the requisite funds are on deposit with our current Trustee who administers these Bonds.
- The redemption of these bonds will:
 - 1) Reduce outstanding debt by \$5,145,000;
 - 2) Eliminate the need for a separate SSA Tax Levy each year; and
 - 3) Allow the Village to dissolve the SSA.

RECOMMENDATION:

Subject to the requisite funds being received by the Village's Trustee on or about September 22, 2021, Staff recommends that these bonds be redeemed on October 25, 2021.

ACTION REQUIRED:

Motion to adopt A Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois.

ATTACHMENTS:

- Redemption Resolution - 2008

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

RESOLUTION NO. R - ____ - 21**A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING
SPECIAL SERVICE AREA NUMBER 5 UNLIMITED AD VALOREM TAX BONDS,
TAXABLE SERIES 2008 OF THE VILLAGE OF PALATINE, ILLINOIS**

WHEREAS, on November 3, 2008, the Village of Palatine adopted ordinance O-151-82 authorizing the issuance of not to exceed \$6,000,000 Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 (The Woods of Countryside Project) of the Village of Palatine, Illinois; and

WHEREAS, the Series 2008 Bonds (“the Bonds”) are redeemable upon giving notice in the manner provided in the ordinances authorizing the issuance of the Bonds; and

WHEREAS, on or about September 22, 2021, the Village will obtain the necessary funds to redeem the \$5,145,000 outstanding balance of the Bonds from CSC Palatine Apartments, LLC (owners of The Woods of Countryside);

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

SECTION 1: Subject to the Village’s confirmation from Wells Fargo Bank, N.A. of the deposit of funds necessary to fund the redemption, the outstanding \$5,145,000 Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 maturing in the years 2022 through 2028, be and the same are hereby redeemed on October 25, 2021.

SECTION 2: Subject to the Village’s confirmation from Wells Fargo Bank, N.A. of the deposit of funds necessary to fund the redemption, the Finance Director is hereby authorized and directed to instruct Wells Fargo Bank, N.A., the paying agent and bond

registrar for the Bonds, to give notice of their redemption to the Depository Trust Company and provide a copy of the redemption notice as an event disclosure on the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board.

SECTION 4: Upon the final redemption of the Bonds, the Finance Director is hereby authorized and directed to 1) instruct Wells Fargo Bank, N.A. to immediately return to CSC Palatine Apartments, LLC any residual funds on deposit after all costs of redemption are paid, and 2) prepare and file Certificates of Reduction with the Cook County Clerk to reduce the property taxes heretofore levied for the payment of the Bonds.

SECTION 5: This resolution shall be operative and effective upon its passage.

ADOPTED by the Village Council of the Village of Palatine, Illinois, this 13th day of September 2021.

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

APPROVED by me this 13th day of September 2021.

ATTESTED and FILED in the Office of the Village Clerk this 13th day of September 2021.

Mayor of the Village of Palatine

Village Clerk

Ordinance Terminating Development Agreement Between Village of Palatine and CSC Palatine Apartments,

BACKGROUND: In 2007 the Village approved the condominium conversion of the property formerly known as the Woods of Countryside. On December 1, 2008, the Village created Special Service Area Number 5 to fund the fire safety and street lighting improvements. This SSA included the issuance of a bond as well as the approval of a Development Agreement that obligated the developer and Village to certain performance standards.

KEY ISSUES: The current owner, CSC Palatine Apartments, LLC is now in the process of making a lump sum payment to retire the outstanding SSA #5 Bond. Once that bond is paid off, there is no longer a need for the obligations contained within the Development Agreement.

One provision of the original project was for the street lights to become dedicated to the Village. Neither the current owner nor the previous owners ever complied with all requirements for the lights to become Village property and as such, they will remain privately owned and maintained with the termination of the Development Agreement.

ALTERNATIVES:

1. Approve the ordinance terminating the Development Agreement.
2. Refer back to staff with comment and direction.

RECOMMENDATION:

Staff recommends approval of the ordinance terminating the Development Agreement upon payment of the SSA #5.

ACTION REQUIRED:

A motion to approve the ordinance terminating the Development Agreement between the Village of Palatine and CSC Palatine Apartments, LLC

ATTACHMENTS:

- DA Termination Ordinance - 9-9-21
- Termination of Development Agreement and Release _ Woods of Countryside 9.2.2021

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

ORDINANCE NO. O - _____ - 21**AN ORDINANCE PROVIDING FOR THE TERMINATION OF DEVELOPMENT
AGREEMENT AND RELEASE BETWEEN
VILLAGE OF PALATINE AND CSC PALATINE APARTMENTS, LLC**

WHEREAS, The Village of Palatine and CSC Renaissance Residential of Countryside, LLC entered into a certain Development Agreement pursuant to the creation of Special Service Area Number 5, dated December 1 2008 (“Development Agreement”); and

WHEREAS, the CSC Palatine Apartments, LLC is the successor-in-interest to Renaissance Residential of Countryside, LLC; and

WHEREAS, the improvements provided for in the Development Agreement have been constructed; and

WHEREAS, CSC Palatine Apartments, LLC desires to redeem the outstanding balance of Special Service Area Number 5;

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

SECTION 1: The Village Manager is authorized to execute the Termination of Development Agreement and Release attached hereto as Exhibit A.

SECTION 2: The Village Manager is authorized to do all things necessary to effectuate the terms of the Termination of Development Agreement and Release and wind up of SSA 5.

O- -21
Page 2 of 2

SECTION 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law. Subject to final review and approval by the Village Attorney.

PASSED: This 13th day of September, 2021

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

APPROVED by me this 13th day of September 2021.

ATTESTED and FILED in the
Office of the Village Clerk this
13th day of September 2021.

Mayor of the Village of Palatine

Village Clerk

TERMINATION OF DEVELOPMENT AGREEMENT AND RELEASE

This Termination of Development Agreement and Release (the “**Agreement**”) is entered into this ____ day of _____, 2021 (the “**Effective Date**”), by and among the **Village of Palatine**, an Illinois municipal corporation (the “**Village**”) and **CSC Palatine Apartments LLC**, a Delaware limited liability company (the “**Developer**”).

RECITALS

WHEREAS, Developer’s predecessor-in-interest, Renaissance Residential of Countryside, LLC, an Illinois limited liability company (“**RRC**”), and the Village entered into that certain Development Agreement for Village of Palatine Special Service Area Number 5 dated December 1, 2008 (the “**Development Agreement**”) pursuant to Palatine Ordinance No. 0-150-08;

WHEREAS, the Development Agreement provided certain incentives for the (i) the construction and installation of a fire suppression system (the “**Fire Safety Improvements**”) in residential buildings of the condominium development commonly known as ‘The Woods at Countryside’ (the “**Project**”) located in the Special Service Area; and (ii) the construction and installation of street lights and related equipment for the Project (the “**Street Lighting Improvements**”); the Fire Safety Improvements and the Street Lighting Improvements are sometimes referred to collectively herein as the “**Improvements**”;

WHEREAS, the Improvements have been constructed;

WHEREAS, Developer and/or RRC received payments from the Village as reimbursement for a portion of the costs of the Improvements in accordance with the terms and conditions of the Development Agreement; and

WHEREAS, Developer and the Village now desire to document termination of the Development Agreement and all obligations or liabilities arising thereunder (except as otherwise provided for herein), all pursuant to the terms contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and releases herein contained, and for certain other good and valuable consideration as set out below, the receipt and sufficiency of which is hereby acknowledged by all parties to this Agreement, Developer and the Village hereby agree as follows:

1. The Recitals made above are incorporated herein and made a part hereof as though fully set forth in this Section 1.

2. **Street Lighting Improvements.** In consideration for the acknowledgments, covenants, promises, recitals, representations and releases made in this Agreement, Developer and the Village hereby agree that, notwithstanding Section 3.2.3 of the Development Agreement, Developer shall retain the Street Lighting Improvements, and that Developer shall cause the electric account(s) related to the Street Lighting Improvements to be transferred to Developer within ten (10) days after the Effective Date. Developer shall be responsible for the payment of all future electric bills for the Street Lighting Improvements. Developer and the Village hereby

Termination of Development Agreement and Release
CSC Palatine Apartments LLC

further agree that, from and after the Effective Date, Developer shall be responsible for the maintenance, repair and replacement of the Street Lighting Improvements.

3. **Release by Developer of the Village.** In consideration of the acknowledgments, covenants, promises, recitals, representations and releases made in this Agreement, Developer, on its own behalf, and on behalf of its officers, directors, shareholders, managers, members, partners, employees, attorneys, successors, heirs, assigns, beneficiaries, agents, parents, subsidiaries, representatives, divisions, and affiliates, does hereby fully and forever release the Village and its officers, directors, shareholders, managers, members, partners, employees, attorneys, successors, heirs, assigns, beneficiaries, agents, parents, subsidiaries, representatives, divisions, and affiliates of and from any and all actions, causes of action, claims, counterclaims, third-party claims, demands, damages, costs, loss of services, expenses and compensation, of any and every kind and description, whether known or unknown, existing as of the Effective Date arising out of or relating to the Development Agreement. Developer covenants and agrees to not sue the Village for any of the claims released herein.

4. **Release by the Village of Developer.** In consideration of the acknowledgments, covenants, promises, recitals, representations and releases made in this Agreement, the Village does hereby fully and forever release Developer, and its officers, directors, shareholders, managers, members, partners, employees, attorneys, successors, heirs, assigns, beneficiaries, agents, parents, subsidiaries, representatives, divisions, and affiliates of and from any and all actions, causes of action, claims, counterclaims, third-party claims, demands, damages, costs, loss of services, expenses and compensation, of any and every kind and description, whether known or unknown, existing as of the Effective Date arising out of or relating to the Development Agreement. The Village covenants and agrees to not sue Developer for any of the claims released herein.

5. **Termination of the Development Agreement.** Developer and the Village acknowledge and agree that the Development Agreement is hereby terminated, effective as of the Effective Date, and the parties thereto shall have no further obligations or liabilities arising or accruing under the Development Agreement.

6. The parties to this Agreement each hereby represent and warrant that there has been no assignment of any nature whatsoever to others, in whole or in part, of any claim which has been released by such party in this Agreement. The parties each specifically agree to indemnify, defend and hold each other harmless from a breach of this representation and warranty by such party.

7. This Agreement sets forth a full and complete agreement between and among the parties hereto and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended or modified only by a writing signed by all parties to this Agreement. This Agreement supersedes any and all proposals, negotiations, representations, or agreements the parties hereto made or had prior to the execution of this Agreement relative to the subject matter of this Agreement.

Termination of Development Agreement and Release
CSC Palatine Apartments LLC

8. The parties to this Agreement acknowledge that the terms of this Agreement were mutually negotiated and agreed upon prior to the preparation of this document with the participation of their respective counsel, and that although this Agreement was processed and physically prepared in the offices of a party hereto, this Agreement shall not be deemed to have been drafted by any of the parties hereto and shall not be construed, interpreted or enforced more strictly against any one party and in favor of another party.

9. In any legal action or other proceeding which is brought for the enforcement or invalidity of this Agreement, or because of an actual or alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred in such action or proceeding, in addition to any other relief to which the party may be entitled.

10. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Each person executing this Agreement represents that it has the authority to enter into this Agreement, the execution, delivery and performance of this Agreement has been duly and validly authorized, and this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

13. Each capitalized term not defined in this Agreement shall have the meaning ascribed to it in the Development Agreement except as otherwise specifically indicated or unless the context clearly indicates to the contrary.

Signature pages to follow

Termination of Development Agreement and Release
CSC Palatine Apartments LLC

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

VILLAGE:

VILLAGE OF PALATINE, ILLINOIS,
an Illinois municipal corporation

By: _____
Mayor

Attest: _____
Village Clerk

DEVELOPER:

CSC PALATINE APARTMENTS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Consider an Ordinance Granting a Minor Variation to Allow a Shed at 332 W. Helen Road

BACKGROUND:

The Subject Property, zoned R-2 Single-Family Residential, contains a single-family residence and related improvements. The Petitioners are building a shed that encroaches in a utility easement. Therefore, the Petitioners are requesting approval of the following:

Minor Variation to Permit a Shed to be located in an easement.

KEY ISSUES:

- Per Code, accessory structures cannot be located in utility easements without applying for relief.
- The proposed shed is 7.6' x 7.6' (approximately 58 square feet) and approximately 10 feet in height, which is below the maximum allowed height of 15 feet. The shed complies with the required 5 foot setbacks from the side and rear property lines.
- The property at 316 W. Helen received similar relief in 2015.
- As required, the Petitioners have obtained the required sign-off approvals from the neighboring property owners, as well as the utility companies.

ALTERNATIVES:

1. Approve the Minor Variation to Permit a Shed to be located in an easement.
2. Do not approve the Minor Variation to Permit a Shed to be located in an easement.

RECOMMENDATION:

This request was reviewed by the relevant Departments and the Petitioner submitted the required sign-off approvals from the surrounding residents. Therefore, Staff recommends approval of the Minor Variation.

ACTION REQUIRED:

Motion to approve a Minor Variation to Permit a Shed to be located in an easement for the property at 332 W. Helen Road.

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

Consider an Ordinance Approving a Special Use Transfer to Permit the Continued Operation of a Used Automobile Sales, Repair and Detailing Facility at 2105 N. Rand Road

BACKGROUND:

The Subject Property received a Special Use to operate the Top Notch Auto Sales in 1995. The Petitioner is requesting approval of the following:

- Special Use Transfer of Ordinance #O-02-95, to John Desimone and Shawn Cahoney (All in Auto Inc.) to permit the continued operation of a used automobile sales, repair and detailing facility.

KEY ISSUES:

- The Subject Property is zoned B-5 Highway Business District. The Special Use was approved in 1995 (Ordinance #O-02-95) for the Top Notch Auto Sales.
- There no proposed changes to the current Special Use approval or conditions. All in Auto has a current registration with the Secretary of State and the Petitioners have secured a lease for the property, subject to the zoning review.
- Any changes to the floor plan or business operations would require Village review. Staff has also provided the temporary sign regulations to the Petitioner, as part of the Special Use transfer application process.

ALTERNATIVES:

1. Recommend approval of the Special Use Transfer.
2. Do not recommend approval of the Special Use Transfer.

RECOMMENDATION:

Staff recommends approval of the Special Use Transfer at 2105 N. Rand Road.

ACTION REQUIRED:

A motion to approve the Special Use Transfer of Ordinance # O-02-95 to John Desimone and Shawn Cahoney (All in Auto Inc.) to permit the continued operation of a used automobile sales, repair and detailing facility at 2105 N. Rand Road.

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

Consider a Resolution Appropriating \$89,118 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street

BACKGROUND:

Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, are scheduled to be rehabilitated in the 2022 Capital Improvement Plan. The scope of rehabilitation work includes pavement resurfacing, patching, new curb and gutter installation, sidewalk replacement, and ramp upgrades to meet ADA requirements.

In 2020, the Illinois Department of Transportation notified the Village they are implementing a grant program using proceeds from a general obligation bond in the REBUILD Illinois capital program to provide Local Public Agencies with funds for capital projects. The Village has been awarded a third allotment of \$753,029.34 for a capital improvement. The 2021 budget was adjusted earlier this year to reflect this addition.

In order to secure and expend these funds, the State requires that resolutions be passed by the Village indicating their intended use similar to the use of Motor Fuel Tax proceeds. The State then reviews these resolutions, granting or denying their approval.

KEY ISSUES:

- Reconstruction activities include: removal of all the asphalt pavement, base and sub-base repair and/or replacement, new curb and gutter installation, spot sidewalk replacement and drainage improvements. The pavement will be replaced with 4" of asphalt.

ALTERNATIVES:

1. Approve the resolution appropriating Rebuild Illinois funds in the amount of \$89,118 for the design engineering services for the reconstruction of Cedar Street and Elm Street.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the resolution appropriating \$89,118 of Rebuild Illinois funds for design engineering services for the reconstruction of Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, be approved.

ACTION REQUIRED:

Motion to approve the resolution appropriating \$89,118 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Cedar Street, from Illinois Avenue to the cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue.

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

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Reconstruction of Cedar Street and Elm Street

BACKGROUND:

Cedar Street, from Illinois Avenue to the Cedar Street cul-de-sac, and Elm Street, from Dorset Avenue to Illinois Avenue, are scheduled to be rehabilitated next year using Rebuild Illinois grant funds as well as an appropriation within the soon to be approved 2022 Capital Investment Plan. A portion of this grant funding was identified to allow for design engineering.

KEY ISSUES:

- Over 820 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated for design engineering services for the reconstruction of Cedar Street and Elm Street in the not-to-exceed amount of \$89,118.

BUDGET IMPACT:

Funding from Rebuild Illinois grant funds is included in the Capital Improvement Program to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the reconstruction of Cedar Street and Elm Street in the not-to-exceed amount of \$89,118.

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

Consider a Resolution Appropriating \$58,397 of Rebuild Illinois Funds for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street

BACKGROUND:

Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, are scheduled to be rehabilitated in the 2022 Capital Improvement Plan. The scope of rehabilitation work includes pavement resurfacing, patching, new curb and gutter installation, sidewalk replacement, and ramp upgrades to meet ADA requirements.

In 2020, the Illinois Department of Transportation notified the Village they are implementing a grant program using proceeds from a general obligation bond in the REBUILD Illinois capital program to provide Local Public Agencies with funds for capital projects. The Village has been awarded a third allotment of \$753,029.34 for a capital improvement. The 2021 budget was adjusted earlier this year to reflect this addition.

In order to secure and expend these funds, the State requires that resolutions be passed by the Village indicating their intended use similar to the use of Motor Fuel Tax proceeds. The State then reviews these resolutions, granting or denying their approval.

KEY ISSUES:

- Reconstruction activities include: removal of all the asphalt pavement, base and sub-base repair and/or replacement, new curb and gutter installation, spot sidewalk replacement and drainage improvements. The pavement will be replaced with 4" of asphalt.

ALTERNATIVES:

1. Approve the resolution appropriating Rebuild Illinois funds in the amount of \$58,397 for the design engineering services for the reconstruction of Crescent Avenue and Ellis Street.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the resolution appropriating \$58,397 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, be approved.

ACTION REQUIRED:

Motion to approve the resolution appropriating \$58,397 of Rebuild Illinois funds for design engineering services for the reconstruction of Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end.

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

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Reconstruction of Crescent Avenue and Ellis Street

BACKGROUND:

Crescent Avenue, from Kenilworth Avenue to Dorset Avenue, and Ellis Street, from Quentin Road to the dead end, are scheduled to be rehabilitated next year using Rebuild Illinois grant funds as well as an appropriation within the soon to be approved 2022 Capital Investment Plan. A portion of this grant funding was identified to allow for design engineering.

KEY ISSUES:

- Over 520 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from BLA, Incorporated for design engineering services for the reconstruction of Crescent Avenue and Ellis Street in the not-to-exceed amount of \$58,397.

BUDGET IMPACT:

Funding from Rebuild Illinois grant funds is included in the Capital Improvement Program to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from BLA, Incorporated of Itasca, Illinois for design engineering services for the reconstruction of Crescent Avenue and Ellis Street in the not-to-exceed amount of \$58,397.

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

Consider a Motion to Approve Change Order #1 for the 2021 Drainage Improvements Project

BACKGROUND:

On Monday, August 9, 2021, the 2021 Drainage Improvements Project contract was awarded to DeVinci Construction, Incorporated of Oak Brook, Illinois in the amount of \$89,705. The costs of this contract were competitive as DeVinci's bid was over 20 percent less than the next lowest bid.

KEY ISSUES:

- The proposed change order would accommodate an additional 50/50 public storm sewer extension to be installed in the back yards of 175, 205, 211 and 217 East Cedarwood Court. It would also accommodate a planned storm sewer improvement at the northwest corner of Portage Avenue and North Street for installation of three new inlets and associated storm sewer piping.
- The proposed change order would increase the total project cost by \$72,517 to complete the additional work.
- Staff is requesting a change order to the contract to accommodate this work.
- Previously bid unit costs would be used except for new items negotiated for the Portage and North storm sewer improvement (items AUP 1 through AUP 9) and for sod restoration for the Cedarwood Court storm sewer extension (item AUP 9).

ALTERNATIVES:

1. Approve change order #1 for the 2021 Drainage Improvements with DeVinci Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends approval of change order #1 for the 2021 Drainage Improvements Project with DeVinci Construction in the amount of \$72,517.

BUDGET IMPACT:

Sewer funds in the amount of \$140,000 are available in the 2021 Capital Improvement Budget to accommodate the Portage Avenue and North Street Storm Sewer Extension project. Savings from utilizing this existing contract can be used to fund the Cedarwood Court 50/50 improvement.

ACTION REQUIRED:

Motion to approve change order #1 for the 2021 Drainage Improvements Project with DeVinci Construction, Incorporated of Oak Brook, Illinois in the amount of \$72,517, for a total contract price of \$162,222.

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

Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services

BACKGROUND:

Providing quality emergency medical services (EMS) is a primary activity of the Fire Department. It is also a major expense. Fees collected from patients and their insurance companies for EMS cover only a portion of the actual costs incurred for the services that are provided. This is especially the case when the fees are paid through Medicaid, which is a Federally-funded public-aid medical program administered by the State.

The federal government has a program that reimburses public emergency medical service providers for the difference between what Medicaid pays for the treatment and transport of a Medicaid patient and the actual cost of providing this service. This program is called the Ground Emergency Medical Transportation (GEMT) Program.

KEY ISSUES:

To be able to start participating in January 2022, this intergovernmental agreement with HFS and a detailed cost report need to be submitted to HFS by October 1st.

For each Medicaid patient transported, Medicaid will reimburse each fire department based on its class's cost-per-transport minus the amount already paid to the fire department for the transport.

The fire department keeps 50% of the payment and pays 50% back to HFS to maintain and continue the program.

Staff is conservatively estimating \$1,000,000 in revenue for CY 2022, with a "pay-back" to the State of \$500,000, thus resulting in increased "net" revenue of \$500,000.

ALTERNATIVES:

- 1) Adopt the resolution
- 2) Do not adopt the resolution

RECOMMENDATION:

Staff recommends adoption of the resolution, which will result in higher net ambulance fee revenue for the Village beginning in 2022.

ACTION REQUIRED:

Motion to adopt a Resolution Approving An Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services Concerning Reimbursement for Emergency Medical Services.

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

Consider a Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois

BACKGROUND:

On or about September 22, 2021, CSC Palatine Apartments, LLC (owners of The Woods of Countryside) desire to provide the Village with the funds necessary to call and redeem the SSA Bonds on October 25, 2021.

While these Bonds are solely payable by property taxes levied against parcels located in the Special Area, it is advantageous for the Village to have these Bonds called and redeemed.

KEY ISSUES:

- Staff will not place the irrevocable call notice until the requisite funds are on deposit with our current Trustee who administers these Bonds.
- The redemption of these bonds will:
 - 1) Reduce outstanding debt by \$5,145,000;
 - 2) Eliminate the need for a separate SSA Tax Levy each year; and
 - 3) Allow the Village to dissolve the SSA.

RECOMMENDATION:

Subject to the requisite funds being received by the Village's Trustee on or about September 22, 2021, Staff recommends that these bonds be redeemed on October 25, 2021.

ACTION REQUIRED:

Motion to adopt A Resolution Authorizing the Redemption of Outstanding Special Service Area Number 5 Unlimited Ad Valorem Tax Bonds, Taxable Series 2008 of the Village of Palatine, Illinois.

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

Ordinance Terminating Development Agreement Between Village of Palatine and CSC Palatine Apartments,

BACKGROUND: In 2007 the Village approved the condominium conversion of the property formerly known as the Woods of Countryside. On December 1, 2008, the Village created Special Service Area Number 5 to fund the fire safety and street lighting improvements. This SSA included the issuance of a bond as well as the approval of a Development Agreement that obligated the developer and Village to certain performance standards.

KEY ISSUES: The current owner, CSC Palatine Apartments, LLC is now in the process of making a lump sum payment to retire the outstanding SSA #5 Bond. Once that bond is paid off, there is no longer a need for the obligations contained within the Development Agreement.

One provision of the original project was for the street lights to become dedicated to the Village. Neither the current owner nor the previous owners ever complied with all requirements for the lights to become Village property and as such, they will remain privately owned and maintained with the termination of the Development Agreement.

ALTERNATIVES:

1. Approve the ordinance terminating the Development Agreement.
2. Refer back to staff with comment and direction.

RECOMMENDATION:

Staff recommends approval of the ordinance terminating the Development Agreement upon payment of the SSA #5.

ACTION REQUIRED:

A motion to approve the ordinance terminating the Development Agreement between the Village of Palatine and CSC Palatine Apartments, LLC

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