



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

AUGUST 8, 2022

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	Absent	
Brad Helms	District 6 Councilman	Present	

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Village Attorney Patrick Brankin, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Deputy Police Chief Bill Nord, Deputy Fire Chief Anthony Lavacchi, IT Director Larry Schroth, Director of Finance Paul Mehring, and Director of Human Resources Pam Jackson

II. PLEDGE TO THE FLAG

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

III. APPROVAL OF MINUTES

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

1. Village Council & Committee of the Whole - Special Meeting - August 1, 2022 - **Accepted**
2. Village Council & Committee of the Whole - Regular Meeting - August 1, 2022 - **Accepted**

IV. MAYOR'S REPORT

1. Certificate of Recognition for Lifelong Resident of Palatine, Eleanor S. Williams -

Mayor Schwantz presented a Certificate of Recognition to family member James Agee, relative of Eleanor Williams for her 100 years of dedication to Palatine.

2. As Submitted -

Mayor Schwantz announced upcoming events:

Monday August 11: 9AM-5PM

Palatine Chamber of Commerce Annual Golf Outing
Palatine Hills Golf Course

Sunday August 13: 11AM-9PM

SummerFest
St. Thomas of Villanova

Monday August 15: 12PM-8PM

The Bridge Youth & Family Services Golf & Bunco Youth Classic Fundraiser
Inverness Golf Club

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:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider an Ordinance Granting a Special Use for a Rear Yard Setback Reduction for an Addition at 936 S. Mallard Court - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the request for a Special Use to replace a deck with a 205 sq. ft. sunroom addition, with a 21 foot setback (minimum required 45 ft.). Two similar sunrooms exist on Mallard and adjacent homeowners have signed consent forms. The ZBA

voted unanimously to approve the Special Use and staff concurs. The petitioner sent his apologies for his unavoidable absence.

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

2. As Submitted -

Nothing was submitted.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

In the absence of Chairman Kozlowski, Councilman Helms served as Chairman of the Community & Economic Development Committee.

1. Consider an Ordinance Granting a Preliminary & Final Plat of Subdivision, Preliminary & Final Planned Development, and Rezoning from R-1 to Planned Development at 1025 & 1037 W. Kenilworth Avenue - **Motion Carried by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for Preliminary and Final Planned Development and Preliminary and Final Plat of Subdivision Approval to permit a 4-lot single-family residential development, and to rezone to R-1 Single-Family Residential. Adjacent properties are R-1 Residential with larger lots. This project contains two single-family residential lots with a combined area of 1.39 acres. The proposed plan does not significantly alter the drainage pattern. Three residents testified with concerns about subdividing larger lots, the inability to subdivide surrounding lots, and substandard width of Middleton Ave. Vyverberg announced Council and staff are in receipt of the emailed objection. The Plan Commission voted 3-2 to approve the requested residential subdivision subject to staff's conditions and staff concurs.

In response to Councilman Lamerand, Vyverberg confirmed accessibility for utility vehicles on Middleton.

Village Manager Reid Ottesen clarified the requirement for a pad on both sides of Middleton with consideration for homeowners' landscaping on the existing side of Middleton. Fire hydrants will benefit existing homeowners. Ottesen explained the 3-year timeframe for completion of a PUD with the possibility of applying for a one-year extension.

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

2. As Submitted -

Nothing was submitted.

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG SOLBERG, CHAIRMAN

1. Approval of a Resolution Directing the Mayor to Execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park for the Provision of Water - **Adopted by Voice Vote**

Village Manager Reid Ottesen explained the 1999 Intergovernmental Agreement between the Village of Palatine and the Village of Deer Park in which Palatine would provide water to the portion of Deer Park bounded by Lake Cook, Quentin, and Rand Roads. A 2013 Amendment expanded the water service area and provided for a sharing of 20% of sales tax dollars for new developments. Deer Park is seeking an additional 105,000 gallons per day to service the existing and an extended area along Rand Road frontage. The proposed agreement would increase the sales tax sharing in return for the additional water for a term of the shorter of 25 years or the term of our agreement with the Northwest Water Commission. Ottesen noted the unique situation where one community is receiving sales tax from another. Staff recommends approval of the Intergovernmental Agreement.

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

2. As Submitted -

Nothing was submitted.

D. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider a Supplemental Resolution Appropriating \$46,458.11 of Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road - **Adopted by Voice Vote**

Public Works Director Matt Barry explained the 2021 rehabilitation of

Rohlwing Road, from Palatine Road to Northwest Highway, including sidewalk replacement, and ramp upgrades to meet ADA requirements.

IDOT is offering 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 was awarded a second allotment of \$753,029.34 for a capital improvement. \$57,500 of the grant was previously appropriated for design engineering services and \$695,529.34 was appropriated for construction.

To secure and use these funds, the State requires Resolutions be passed by the Village indicating the intended use, prior to the State granting or denying their approval. This supplemental Resolution appropriates an additional \$46,458.11 due to an expansion of repairs beyond the initial estimate associated with actual construction. Notably, additional sidewalks were found to qualify for replacement. \$659,870 of Rebuild Illinois funds remain available, targeted for the improvement of Crescent and Ellis in 2023. It is recommended that the Resolution be approved.

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

2. Consider a Motion Authorizing the Village Manager to Execute an Agreement for Use of Public Rights-of-Way with Everstream GLC Holdings, LLC - **Approved by Voice Vote**

Public Works Director Matt Barry reported Everstream GLC Holdings, LLC, certified by the Illinois Commerce Commission (ICC), proposes to use select Village of Palatine rights-of-way to install and maintain underground fiber optic cable. The agreement would grant Everstream the ability to install, operate, repair, and replace equipment within the Village's rights-of-way only at the specified locations, for a 20-year agreement with an additional 10-year renewal. Staff recommends authorizing the Village Manager to execute an agreement with Everstream.

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

3. As Submitted -

Nothing was submitted.

E. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:22 PM*TIM MILLAR, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:22 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:22 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:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

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:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

1. Consider an Ordinance Granting a Special Use for a Rear Yard Setback Reduction for an Addition at 936 S. Mallard Court - **Approved** (Council District: Two)

Ordinance #O-79-22

2. Consider an Ordinance Granting a Preliminary & Final Plat of Subdivision, Preliminary & Final Planned Development, and Rezoning from R-1 to Planned Development at 1025 & 1037 W. Kenilworth Avenue - **Approved** (Council District: One)

Resolution #R-19-22
Ordinance #O-80-22
Ordinance #O-81-22

3. Approval of a Resolution Directing the Mayor to Execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park for the Provision of Water - **Adopted by Roll Call**

Resolution #R-20-22

4. Consider a Supplemental Resolution Appropriating \$46,458.11 of Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road - **Adopted by Roll Call**

Resolution #R-21-22

5. Consider a Motion Authorizing the Village Manager to Execute an Agreement for Use of Public Rights-of-Way with Everstream GLC Holdings, LLC - **Approved**

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER – Time: 7:23 PM

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

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:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

SUBMITTED BY:

Margaret R. Duer
Village Clerk



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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE
AUGUST 1, 2022

Village Hall - Council Chambers

Special Meeting

6:30 PM

I. ROLL CALL – Time: 6:30 PM

II. CALL TO ORDER – Time: 6:30 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 and Village Manager Reid Ottesen

III. REQUEST FOR CLOSED SESSION

1. Consider a Motion Requesting a Closed Session Pursuant to 5 ILCS 120/2 (c) (1) and (21) - **Approved by Roll Call**

RESULT:	APPROVED BY ROLL CALL [UNANIMOUS]
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

IV. ADJOURNMENT – Time: 7:10 PM

Adjourn the Closed Session - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Kollin Kozlowski, District 5 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

AUGUST 1, 2022

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:13 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 Hadley Skeffington-Vos, Village Attorney Mike Kujawa, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief Dave Daigle, Fire Chief Patrick Gratziana, IT Director Larry Schroth, and Director of Finance Paul Mehning

II. PLEDGE TO THE FLAG – Time: 7:13 AM

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

III. APPROVAL OF MINUTES – Time: 7:13 PM

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

1. Village Council & Committee of the Whole - Special Meeting - July 11, 2022 - **Accepted**
2. Village Council & Committee of the Whole - Regular Meeting - July 11, 2022 - **Accepted**

Minutes Acceptance: Minutes of Aug 1, 2022 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. Certificate of Recognition for Fremd High School Boys Track at the IHSA State Championship -

Mayor Schwantz presented Certificates of Recognition to Coach Jeff Williams and Will Stewart, member of the Fremd High School Boys Track Team, for taking 3rd place in the 100 Meter Dash at the IHSA State Track Meet.

2. As Submitted -

Mayor Schwantz announced upcoming events:

Wednesday August 3: 7:30PM-8:30PM
Allegro Community Chorus
Fred P. Hall Amphitheater

Friday August 5: 6:30PM
Turtle Trek Race
Twin Lakes

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:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

VI. COMMITTEE OF THE WHOLE**A. POLICE POLICY & CODE SERVICES COMMITTEE**

BRAD HELMS, CHAIRMAN

1. 16 N. Brockway St. (Council District Six)
Motion is to approve Items A. and B.

Planning & Zoning Director Ben Vyverberg presented Pizza Bella's request for a Special Use for a restaurant with a Liquor License in the Downtown Area and Variations for moving signage on the front (east) side and mural signage on the west side, and Variations for parking noting the available on-street and off-street parking.

Proposed signage is 230 sq. ft., well beyond the 75 sq. ft. permitted, with a 115 sq. ft. painted sign on the south side of the building, an 80 sq. ft. Pizza Bella

painted sign and a 35 sq. ft. protruding sign with moving part proposed on Brockway.

In responses to Councilman Lamerand, Vyverberg stated maintenance of signage is in the agreement.

Councilman Millar asked about policy, with the potential of protruding, moving signage expanding to other businesses in downtown.

Councilman Helms wanted all possibilities in downtown to be considered.

Councilman Solberg opposed any protruding signage, noting removing such signs is even more challenging.

Village Manager Reid Ottesen suggested installing the sign flat on the building.

Mayor Schwantz asked about the Italian flag and only counting the words, "Pizza Bella" as sign total when flat on the building.

Councilman Helms asked if the Tap House paintings on east wall are considered signage.

Tony DeFilppis, owner, Pizza Bella, stated that he is open to compromise, to make it work.

Councilman Millar asked if the sign would be moving if parallel to the building.

DeFilppis would prefer it smaller and protruding.

Mayor Schwantz said no movement on protruding sign, others objected to any movement.

Councilman Helms referred the signage to staff. Ottesen is clear on Council feelings.

In response to Mayor Schwantz, DeFilppis stated he has arranged for space with the neighboring bank for the catering van. Employees will park in parking deck. Ottesen added that the agreement is finalized with BMO Harris for evening parking.

Ottesen stated that 15-minute parking spaces are sometimes approved to benefit businesses, especially in this case where 70% of the business is expected to be carry-out.

Motion maker and seconder agreed to front signage located parallel to the building with no movement and a total of 230' signage as approved by Manager.

DeFilppi stated he expects to open in November and that the 3rd floor will be

used for storage. Gaming is not a top priority. Walk up window allows service without entering the building. No liquor can be passed through the window. Ottesen noted that administrative approval can be implemented to have outside seating on sidewalk.

RESULT:	ADOPTED BY ROLL CALL [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

- A. Consider an Ordinance Granting a Special Use to Permit a Restaurant with a Local Liquor License and Variations for Signage at 16 N. Brockway Street - **Approved** (Council District: Six)
- B. Consider an Ordinance Increasing the Number of Class D (Restaurant) Liquor Licenses by One for Pizza Bella at 16 N. Brockway Street - **Approved** (Council District: Six)
2. Consider a Motion Granting Approval of a Waiver of the Village's Sound Amplification Ordinance for Patio Music at Chicago Culinary Kitchen, 2391 N. Hicks Road, on August 7 & August 20, 2022 - **Approved by Voice Vote** (Council District: Three)

Village Manager Reid Ottesen recommended approval of the Chicago Culinary Kitchen's request for a waiver of the Sound Amplification Ordinance for live music events on their patio on Sunday, August 7 & 20 from 3PM to 7PM, with band facing West toward Hicks Road.

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

3. As Submitted -

Nothing was submitted.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:52 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider an Ordinance Approving the Village of Palatine's 2022 CDBG Action Plan - **Motion Carried by Voice Vote**

Planning & Zoning Director Ben Vyverberg reported the Village has satisfied its HUD requirement to hold a 30-day public review and comment period for its CDBG Draft Action Plan. No public comments were submitted. The Village's anticipated CDBG FY 2022 entitlement is \$479,813 (a 1% decrease from last year). Staff sent FY2022 CDBG notices to each social service agency that either applied for or received funds in the past four years. Staff

recommends approving an Ordinance adopting the Village of Palatine's CDBG 2022 Action Plan.

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

2. As Submitted -

Nothing was submitted.

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:53 PM

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion to Accept and Place on File the Results of the IDOT MFT Documentation Review from January 1, 2013 through December 31, 2021 - **Approved by Voice Vote**

Public Works Director Matt Barry reported the Village was found to be in full compliance with state requirements for receipt and disbursement of MFT funds (1-1-2013 through 12-31, 2021) and recommended the Mayor and Village Council accept and place on file the IDOT MFT Documentation Review with no deficiencies.

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

2. As Submitted -

Nothing was submitted.

D. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:54 PM

TIM MILLAR, CHAIRMAN

1. Consider a Motion to Accept the Village of Palatine's 2022 Mid-Year Financial Review and Staff Recommendations -

Village Manager Reid Ottesen introduced Palatine's 2022 Mid-Year Financial Review.

Finance Director Paul Mehring reported after consideration of the planned use of reserves in the 2022 budget, an “available” reserve balance of \$34.6 million exists and recommended these reserves be allocated as follows:

- \$2.5 million for Economic Stabilization;

- \$1.5 million for sales tax/supply chain disruption uncertainty;
- \$180k for pension smoothing;
- \$1 million to offset CY 2021 budget revenue from vehicle stickers;
- \$6 million for pension unfunded liability pay down (\$3M immediately and \$750k budgeted for each of the next 4 years); and
- \$1.769 million for Debt Service Reserve. Key Revenue Indicators for 2022 are indicating revenues are tracking slightly above budget projections, while expenditures are tracking in line at the midpoint of the year. Staff recommends the Village Council accept the 2022 Mid-Year Financial Review and recommendations.

Personnel is 85% of budget. Police and Fire Pensions are consolidated. Mehring stated staff is recommending the elimination of the Vehicle Sticker program, which will save approximately \$75 per household. In 2029, we will call in bonds 6 years early, by setting aside \$6 million each year to prepare. Ottesen stated he agrees with Mehring on stabilization fund to maintain services. Pension funding may well benefit by investment now. The reserve is commendable to reduce the debt, and we are now on the verge of being debt free in 2029. That is the legacy we want to leave for the Village of Palatine.

Councilman Millar commended staff for this success. The Village will save \$1.6 million per year by not having debt after 2029.

Mayor Schwantz asked how long we could sustain ourselves if a recession occurs in the near future. Ottesen stated we have reserves and will survive. We are ready to sustain 18 months. Schwantz complimented staff.

Motion to Accept and Place on File the Mid-Year Finance Review - Motion Carried by Voice Vote

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Greg Solberg, District 4 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Motion to Concur with Staff's Proposed Use of Village ARPA Grant Funds -

Village Manager Reid Ottesen reported as part of the American Rescue Plan Act (ARPA), the Village received a total of \$12,012,529 in two installments (May 2021 and July 2022). As these funds are eligible to be spent over a multi-year period, this "ARPA Spending Plan" will be fluid and subject to revision as circumstances warrant. All decisions related to this ARPA Spending Plan will be brought to the Mayor and Council for concurrence. Staff is recommending Revenue Replacement allocations as follows:

- \$10M is public-safety focused, with funds directed towards the Fire Station 82 project, replacement of a Fire tower truck, replacement of Police and Fire in-

vehicle computer hardware, Police body cameras, in-car cameras and Tazers, replacement of an ambulance, outdoor warning siren upgrades and replacements, Lucas compression devices for Fire, Village-wide LED conversation and the sidewalk program.

- \$2.012M is focused in managing and treating storm water or subsurface drainage water for storm water will be allocated to creek stabilization and water/sewer project to be determined.

Staff recommends the Village Council concur with the Proposed ARPA Spending Plan.

Motion to Concur With The Proposed ARPA Spending Plan - Motion Carried by Voice Vote

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

3. Consider an Ordinance Amending the Village of Palatine's Calendar Year 2022 Budget (2nd Quarter Budget Adjustments) - **Motion Carried by Voice Vote**

Finance Director Paul Mehring reported the Department of Finance and Operations continues to monitor Village fiscal activities through quarterly budget reviews to identify potential problem areas and take corrective action at an early stage. The 2nd Quarter 2022 Budget Adjustments are made up of: \$212,718 for a budget increase using new revenue offsets and \$1,996,411 for a budget increase using reserves. These adjustments increase the expenditure budget with no revenue offset, thus decrease fund reserves. These changes increase the total Village-Wide 2022 budget in the amount of \$2,209,129. Staff recommends the Village Council approve the 2nd Quarter Budget Adjustments.

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

4. As Submitted -

Nothing was submitted.

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

8:23 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 8:23 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 8:24 PMReconvene the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, 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:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

1. Consider a Motion Ratifying the Village Manager's Approval of 2022 Warrant # 14 - **Approved**
2. Consider a Motion to Approve Warrant 2022 #15 - **Approved**

3. Consider an Ordinance Granting a Special Use to Permit a Restaurant with a Local Liquor License and Variations for Signage at 16 N. Brockway Street - **Approved** (Council District: Six)

Ordinance #O-75-22

4. Consider an Ordinance Increasing the Number of Class D (Restaurant) Liquor Licenses by One for Pizza Bella at 16 N. Brockway Street - **Approved** (Council District: Six)

Ordinance #O-76-22

5. Consider a Motion Granting Approval of a Waiver of the Village's Sound Amplification Ordinance for Patio Music at Chicago Culinary Kitchen, 2391 N. Hicks Road, on August 7 & August 20, 2022 - **Approved** (Council District: Three)

6. Consider an Ordinance Approving the Village of Palatine's 2022 CDBG Action Plan - **Approved**

Ordinance #O-77-22

7. Consider a Motion to Accept and Place on File the Results of the IDOT MFT Documentation Review from January 1, 2013 through December 31, 2021 - **Approved**

8. Consider a Motion to Accept the Village of Palatine's 2022 Mid-Year Financial Review and Staff Recommendations -

9. Motion to Concur with Staff's Proposed Use of Village ARPA Grant Funds -

10. Consider an Ordinance Amending the Village of Palatine's Calendar Year 2022 Budget (2nd Quarter Budget Adjustments) - **Approved**

Ordinance #O-78-22

11. Consider a Resolution Regarding the Review of Closed Session Minutes - **Adopted by Roll Call**

Resolution #R-18-22

IX. REPORTS OF STANDING COMMITTEE

- A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:
8:25 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 8:25 PM*TIM MILLAR, CHAIRMAN*

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 8:25 PM*KOLLIN KOZLOWSKI, CHAIRMAN*

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 8:25 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 8:25 PM*SCOTT LAMERAND, CHAIRMAN*

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 8:25 PM*BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS**A. VILLAGE MANAGER – Time: 8:25 PM**

1. As Submitted -

No Report

B. VILLAGE CLERK – Time: 8:25 PM

1. As Submitted -

No Report

C. VILLAGE ATTORNEY – Time: 8:25 PM

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 8:25 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 8:25 PM

No one came forward.

XIII. ADJOURNMENT – Time: 8:25 PMAdjourn the Village Council Meeting - **Motion Carried by Voice Vote**

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

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Certificate of Recognition for Lifelong Resident of Palatine, Eleanor S. Williams

4.1

BACKGROUND:

A Certificate of Recognition in memory of Eleanor S. Williams, a lifelong resident of Palatine for over 100 years, is being presented to the family.

Consider an Ordinance Granting a Special Use for a Rear Yard Setback Reduction for an Addition at 936 S. Mallard Court

BACKGROUND:

The Petitioners are proposing to construct a 205 square foot sunroom addition, which would encroach approximately 24 feet into the minimum required rear yard setback of 45 feet. The proposed addition replaces an existing deck off the rear of the home. Therefore, the Petitioners are requesting approval of the following:

Special Use to permit an addition to be set back 21 feet from the rear lot line, instead of the minimum required 45 feet.

KEY ISSUES:

- The Subject Property is approximately 14,500 square feet and consists of a two-story home that is existing non-conforming to the current required rear yard setback for an R-1B zoned property.
- The Subject Property's pie shape and the positioning of the existing home create some unique circumstances. The proposed addition will replace an existing deck that has a setback of 14 feet from the rear lot line.
- The Subject Property received an Administrative Variation for the rear yard setback for the existing deck (#O-94-92). The Administrative Variation granted a "Variation of eleven (11) feet to permit a deck to be fourteen (14) feet from the rear lot line..." and encroaches an additional 7 feet when compared to the current proposal for a setback reduction.
- Staff notes there are two adjacent homes on Mallard Court with similar rear yard setbacks to the proposed. The Petitioners also obtained consent signatures from the immediately adjacent property owners.

ALTERNATIVES:

1. Approve the Special Use for a rear yard setback reduction for a sunroom addition.
2. Do not approve the Special Use for a rear yard setback reduction for a sunroom addition.

RECOMMENDATION:

Public Hearing: ZBA meeting on July 26, 2022.

Residents testifying: None.

Vote: The ZBA voted unanimously to recommend approval of the Special Use for a rear yard setback reduction and Staff concurs.

ACTION REQUIRED:

A motion to approve the ordinance granting a Special Use for a rear yard setback reduction to permit a sunroom addition at 936 S. Mallard Court.

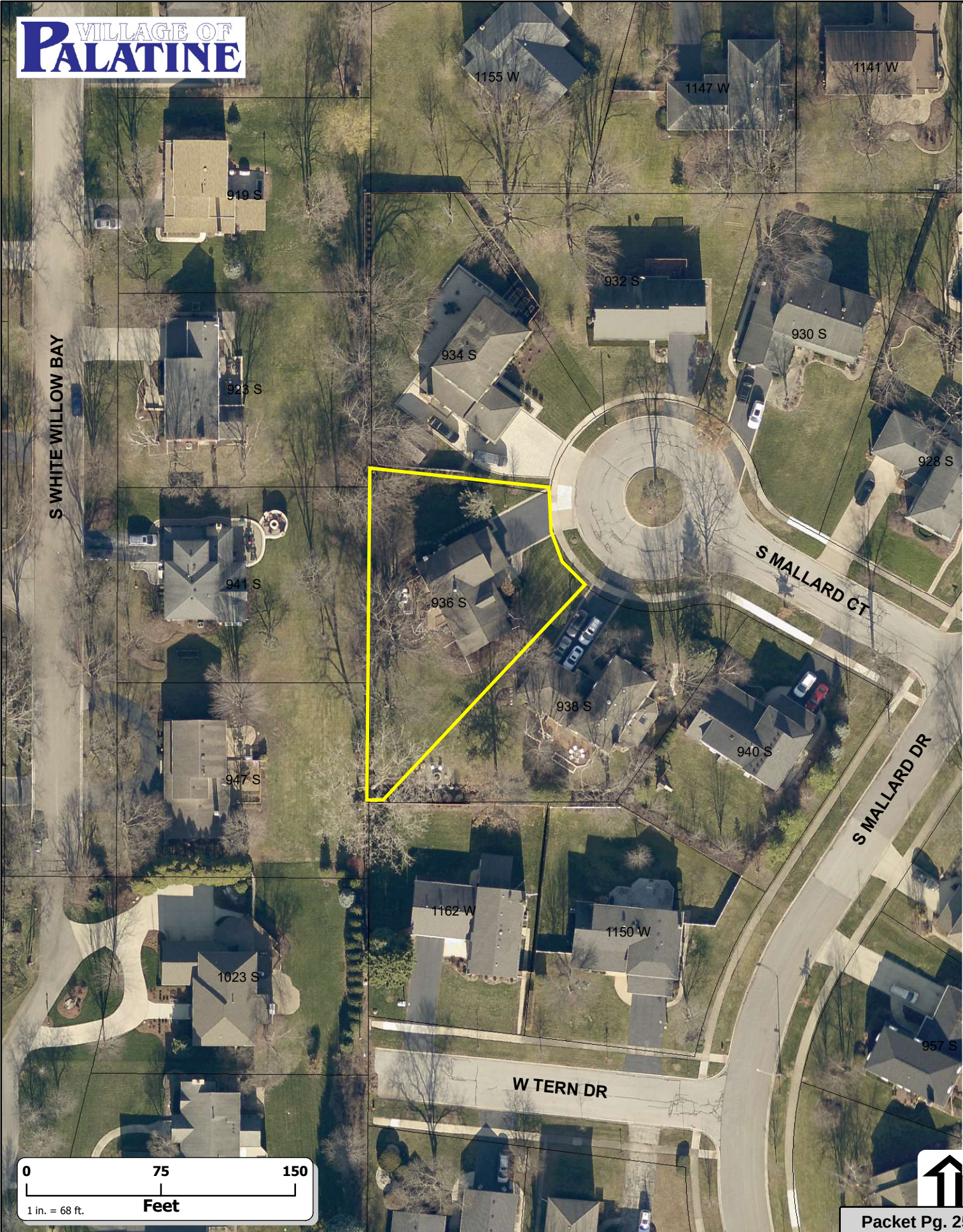
ATTACHMENTS:

- Aerial Map
- ORD SU 936 S Mallard Ct
- EXHIBIT - Site Plan
- EXHIBIT - Elevations
- July 26, 2022 ZBA Materials
- Draft ZBA Minutes

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

936 S. Mallard Court

VILLAGE OF
PALATINE



Attachment: Aerial Map (2022-70 : 936 S. Mallard Court - SU Addition Setback)

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE
936 S. MALLARD COURT**

WHEREAS, pursuant to a petition and public hearing on July 26, 2022, of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a sunroom addition to be setback 21 feet from the rear lot line, instead of the minimum required 45 feet pursuant to Section 10.06 (c) (12) of the Palatine Zoning Ordinance, legally described property:

LOT 24 IN BLOCK 5 IN HUNTING RIDGE UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 14, 1969 AS DOCUMENT NO. 20808410, IN COOK COUNTY, ILLINOIS.

commonly known as 936 South Mallard Court (02-28-204-024-0000).

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

SECTION 1: Special Use to permit a sunroom addition to be setback 21 feet from the rear lot line, instead of the minimum required 45 feet pursuant to Section 10.06 (c) (12) of the Palatine Zoning Ordinance, subject to the following condition(s):

Attachment: ORD SU 936 S Mallard Ct (2022-70 : 936 S. Mallard Court - SU Addition Setback)

ORDINANCE NO. _____
 Page 2 of 2

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by the Petitioners, Andrew & Katie Hellman, except as such plans may be changed to conform to Village Codes and Ordinances.

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

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

PASSED: This _____ day of _____, 2022

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

APPROVED by me this _____ day of _____, 2022

 Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2022

 Village Clerk

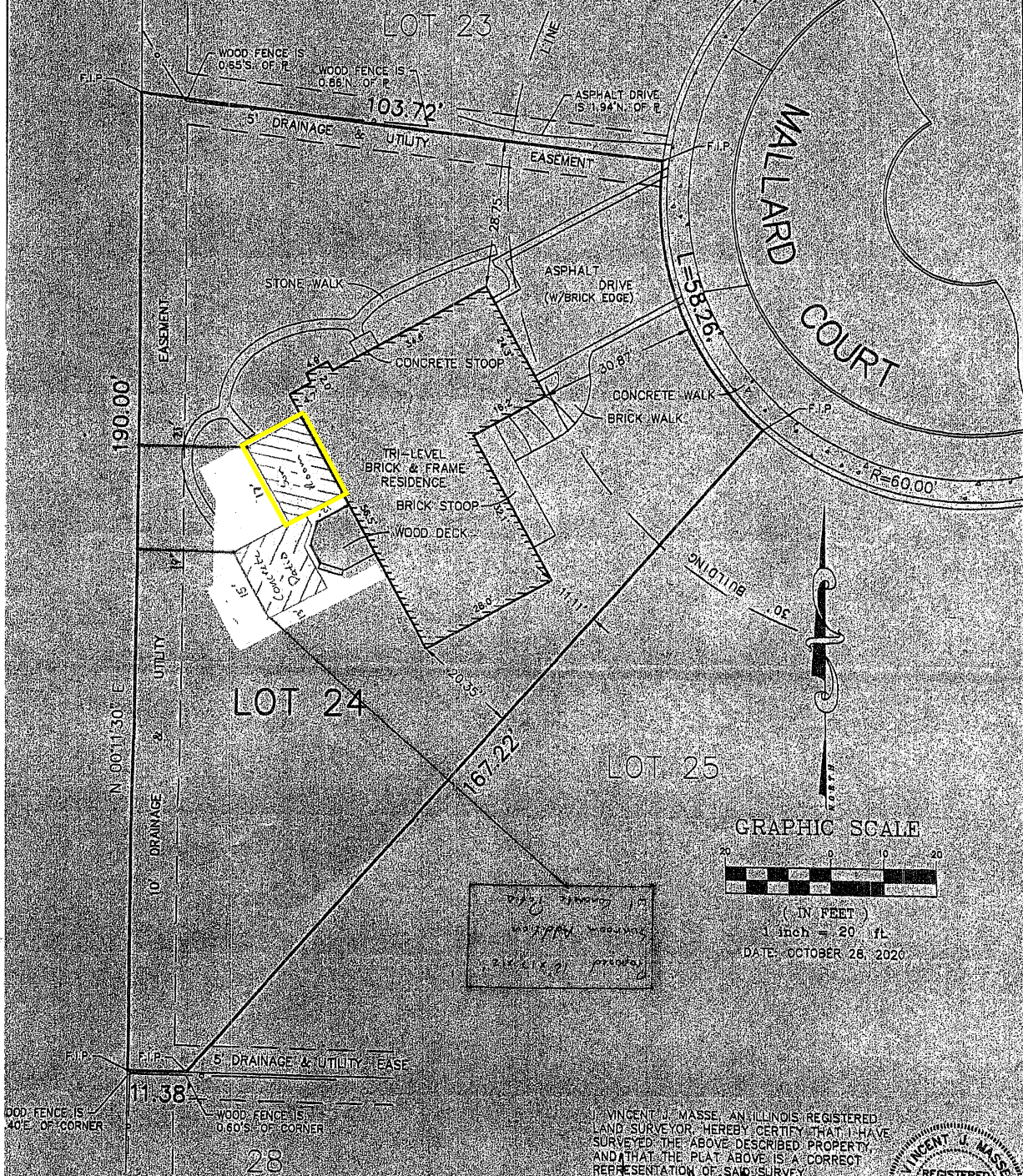
Attachment: ORD SU 936 S Mallard Ct (2022-70 : 936 S. Mallard Court - SU Addition Setback)

PLAT OF SURVEY

ORDERED BY:
SUSAN J. KIM LAW
21860 W. FIELD PARKWAY
SUITE 118
DEER PARK, IL 60010
PHONE: (847) 780-6404

LOT 24 IN BLOCK 5 IN HUNTING RIDGE UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 14, 1969 AS DOCUMENT NO. 20808410, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 936 MALLARD COURT, PALATINE, ILLINOIS 60067



NOTES:

COMPARE YOUR DESCRIPTION AND SITE MONUMENTS WITH THIS PLAT AT ONCE AND REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION. REFER TO YOUR DEED, ABSTRACT AND/OR TITLE POLICY.

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE NOT TO BE ASSUMED BY SCALING.

NO WELL OR SEPTIC IMPROVEMENTS SHOWN HEREON.

THIS PLAT IS NOT CERTIFIED UNLESS A RED SEAL IS PRINTED HEREON.

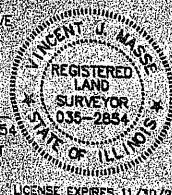
F.I.P. DENOTES FOUND IRON PIPE

F.I.R. DENOTES FOUND IRON ROD

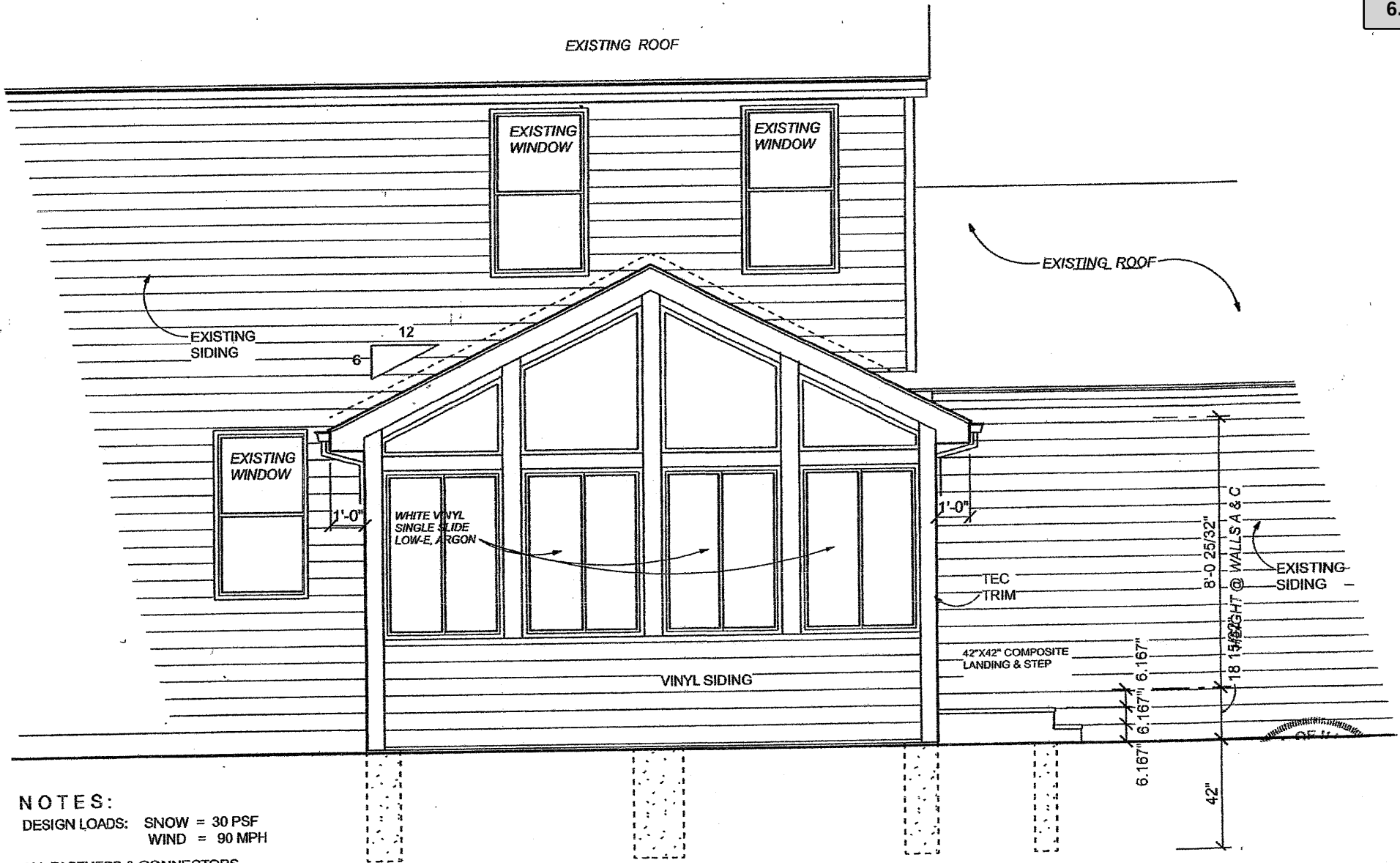
S.I.R. DENOTES SET IRON ROD

VINCENT J. MASSE, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THE PLAT ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

Vincent J. Masse
VINCENT J. MASSE II, LAND SURVEYOR # 2854
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



CHAMBERLIN / MASSE		
LAND SURVEYORS		
14048 W. PETRONELLA DRIVE SUITE 102		
LIBERTYVILLE, ILLINOIS 60048		
PHONE: (847) 362-8444 cm@chambersandmasse.com		
DRAWN BY: D.B.	JOB #: 220278	DRAWING #
CHECKED BY: W.J.M.	F.B.	1. OF 1.



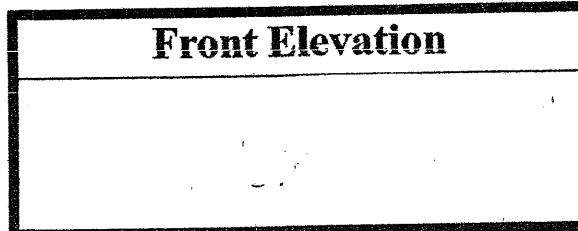
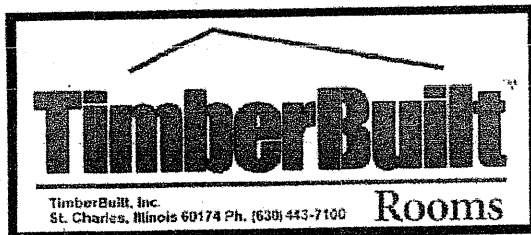
NOTES:

DESIGN LOADS: SNOW = 30 PSF
WIND = 90 MPH

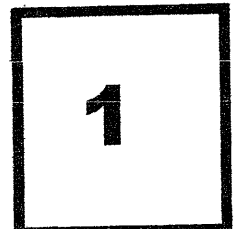
ALL FASTNERS & CONNECTORS
TO BE HOT DIPPED GALVANIZED.
ALL FLASHING TO BE AC2 APPROVED

Front Elevation

SCALE: 1/4" = 1' - 0"



PROJECT:	REVISIONS:
DATE:	
DRAWN BY:	
CLOUD:	





**VILLAGE OF PALATINE
Zoning Board of Appeals**

SCHEDULED 07/26/22 07:00 PM

CASE STAFF STATEMENT (ID # 7758)

936 S. Mallard Court

TO: Palatine Zoning Board of Appeals
Jan Wood, Chair

FROM: Alex Bradshaw

PETITIONER: Andrew & Katie Hellman

CASE NUMBER: 22-28

ADDRESS: 936 S. Mallard Court

PROPOSAL:

Special Use to permit an addition to be set back 21 feet from the rear lot line, instead of the minimum required 45 feet.

<u>LOCATION:</u> 936 S. Mallard Court District 2 (Lamerand)	<u>CURRENT ZONING:</u> R-1B Single-Family Residential
---	---

SURROUNDING CONDITIONS:

North:	R-1B Single-Family Residential
South:	R-1B Single-Family Residential
East:	R-1B Single-Family Residential
West:	R-1A Single-Family Residential

BACKGROUND:

The Petitioners are proposing to construct a 205 square foot sunroom addition that encroaches approximately 24 feet into the minimum required rear yard setback of 45 feet. The proposed addition will replace the existing deck off the rear of the residence. Therefore, the Petitioner is requesting approval of the following:

Special Use to permit an addition to be set back 21 feet from the rear lot line, instead of the minimum required 45 feet.

SITE ANALYSIS:

- The Subject Property is zoned R-1B Single Family and is part of the Hunting Ridge Unit No. 2 Subdivision.
- The Subject Property is approximately 14,500 sf. The lot currently consists of a two-story home that is existing non-conforming to the current required rear yard setback

Attachment: July 26, 2022 ZBA Materials (2022-70 : 936 S. Mallard Court - SU Addition Setback)

for an R-1B zoned property.

- The Subject Property received an Administrative Variation for rear yard setback relief for the existing deck in 1992 (O-94-92). The Admin Variation granted a "Variation of eleven (11) feet to permit a **deck** to be fourteen (14) feet from the rear lot line...", which is encroaches an additional seven (7) feet when compared to the pending setback reduction request.
- The existing residence is existing non-conforming, as the existing rear yard setback is 14 feet, instead of the required 45 feet. The proposed addition will not encroach into the either side yard setback.
- Staff has observed that the two immediately adjacent lots on South Mallard Court have rear yard setbacks similar, between 25 feet - 30 feet, to that which is proposed at the Subject Property.
- Per Code, both building and lot coverage are well under the maximum allowed percentage.
- The Petitioners have obtained signatures of consent from all immediately adjacent property owners.

DEPARTMENTAL REVIEWS:

Community Services	No Issues Identified.
Engineering	No Issues Identified.
Environmental Health	N/A
Fire Prevention	N/A
Public Works	N/A
Police	N/A

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

STAFF RECOMMENDATION:

The Petitioners are proposing to construct a sunroom home addition off the rear of their existing residence. The Subject Property previously received relief for a rear yard setback reduction for the existing deck. The proposed addition has a smaller footprint and will be setback further from the rear lot line than the existing deck. Additionally, the

Case Staff Statement (ID # 7758)
Meeting of July 26, 2022

existing residence as a whole is existing non-conforming to the current required rear yard setback due to the unique layout of the residence on the lot.

Therefore, Staff recommends approval of the requested Special Use, subject to the following condition:

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by the Petitioners, Andrew & Katie Hellman, except as such plans may be changed to conform to the Village's Codes and Ordinances.

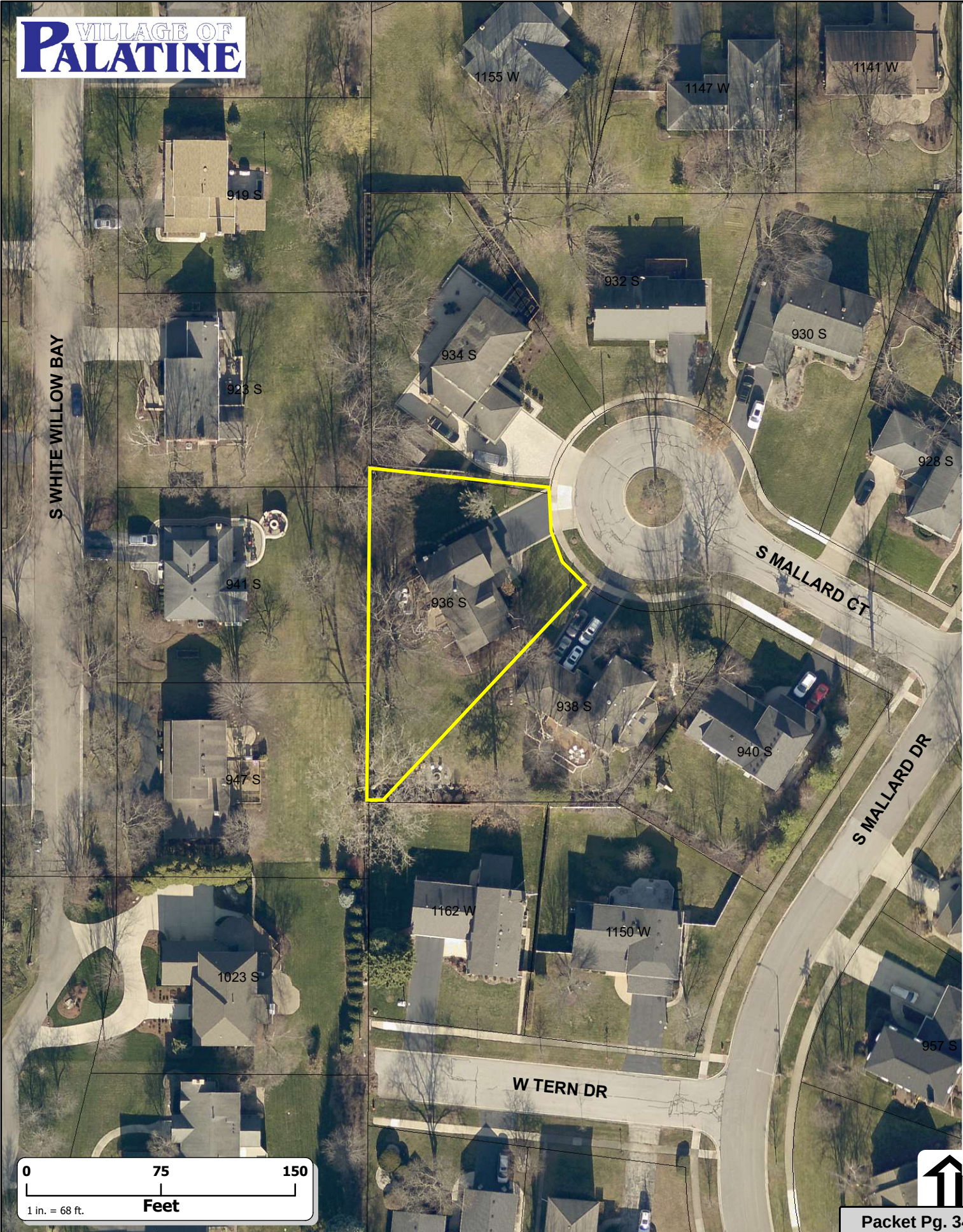
ATTACHMENTS:

- Aerial Map
- Application
- Plat of Survey - Site Plan
- Floor Plan
- Elevations
- Surrounding Property Owners Consent Letter
- Existing Conditions
- Public Notice

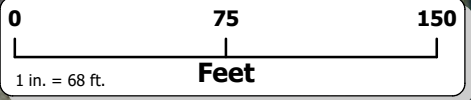
936 S. Mallard Court

6.A.1.e

VILLAGE OF
PALATINE



Attachment: July 26, 2022 ZBA Materials (2022-70 : 936 S. Mallard Court - SU Addition Setback)

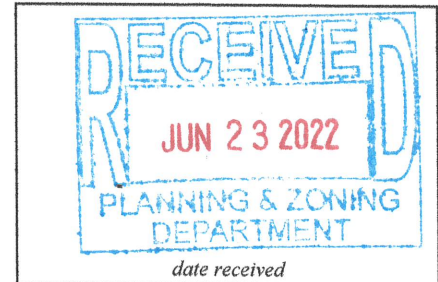




SPECIAL USE & VARIATION APPLICATION

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

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



Background Information	PETITIONER(S) Andrew & Katie Hellman		Business Name (if applicable)	
	Subject Property Address 936 S Mallard Ct			
	AUTHORIZED AGENT (if applicable) Timberbuilt Rooms		Business Name (if applicable)	
	Address 841 Equity Drive, St. Charles, Illinois 60174		City/State/Zip Code	
	Telephone 630-443-7100	Fax 630-443-7101	Email lwelbes@Timberbuiltrooms.com	
	Relationship to Petitioner (contractor, architect, etc.) Contractor			
	TYPE OF APPLICATION (check one) ☒ Special Use ☐ Special Use Amendment ☐ Variation			
	Existing Zoning District R1B	Existing Land Use Deck 22' x 17'	Proposed Land Use Sunroom 12' x 17' x 12'	
	Generally describe your request: The applicant is seeking a sunroom to built to the rear of the property. This sunroom will be 12 Ft deep and 17 Ft long and replacing the existing wood deck structure which is currently extends 22 feet away from the property structure and 17 feet long. This new structure will reflect a smaller footprint extending from the house. Materials used will match the existing house siding color, and roof color as well to blend in with existing color and tone of house. This is a similar structure to that already approved and completed at 1037 Partridge Drive in Palatine. This project was approved and completed in April 2022. The property sits roughly 33 feet from the property line currently which is already under the 45 foot requirement, because of the property angle there is no point that would meet the 45 foot rule. Enclosed are pictures of our property, a floor plan, and a picture of what the structure will look like, not an exact rendering, as the color and roof will match existing home structure. We are asking for an exception to the 45 foot rule between the house and the property line. We do not have 45 feet currently from the home to the lot line, and the current deck structure is 22 feet. The project would result in 10 additional feet of land between property line and home structure, this also is a betterment to the property resulting in greater property values.			

Attachment: July 26, 2022 ZBA Materials (2022-70 : 936 S. Mallard Court - SU Addition Setback)



SPECIAL USE

Required Materials

- Filing Fee of \$ 386.00
- Application Form
- Plat of Survey (must show all current improvements and be sealed by an Illinois certified surveyor)
- Site Plan & Floor plan (dimension, location, and setbacks of all existing and proposed buildings) – **one 11x17 copy each, electronic version preferred**
- ☐ Real Estate Interest Disclosure Form (see attached)
- Proof of Ownership or Lease (e.g. Title Insurance Policy, Deed, or Purchase Contract)
- ☐ Business Plan (if applicable; including, but not limited to nature of business, hours of operation, number of employees, and menu)

Additional Materials (as required by the Village)

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

Petitioner Justification

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

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

N/A

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

Yes

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

Correct, this would improve the value of the property resulting in higher property values in surrounding areas

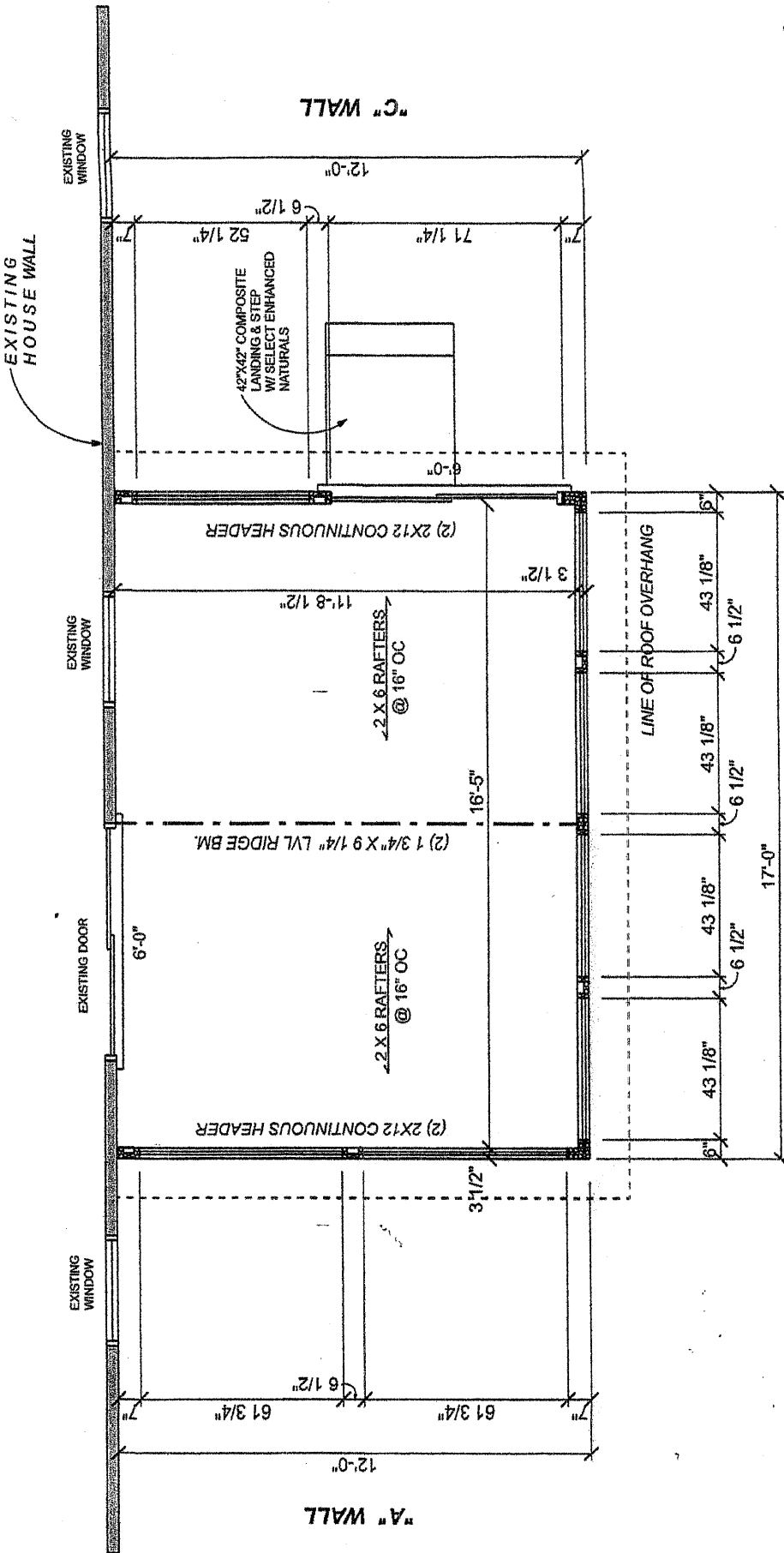
4. With respect to live entertainment uses, the use shall not:

- a. Produce noise levels so great as to constitute an unreasonable interference for persons outside the confines of the establishment
- b. Impose undue health, sanitation or safety burdens on the village
- c. Create excessive demands on the Village of Palatine Police Department
- d. Be of a nature otherwise prohibited by law or village ordinance

5. For fence standards, see Section 14.05 of the Palatine Zoning Ordinance

This effort is for person use only and will not effect anything listed above.

Packet Pg. 37



SUN ROOM FLOOR PLAN

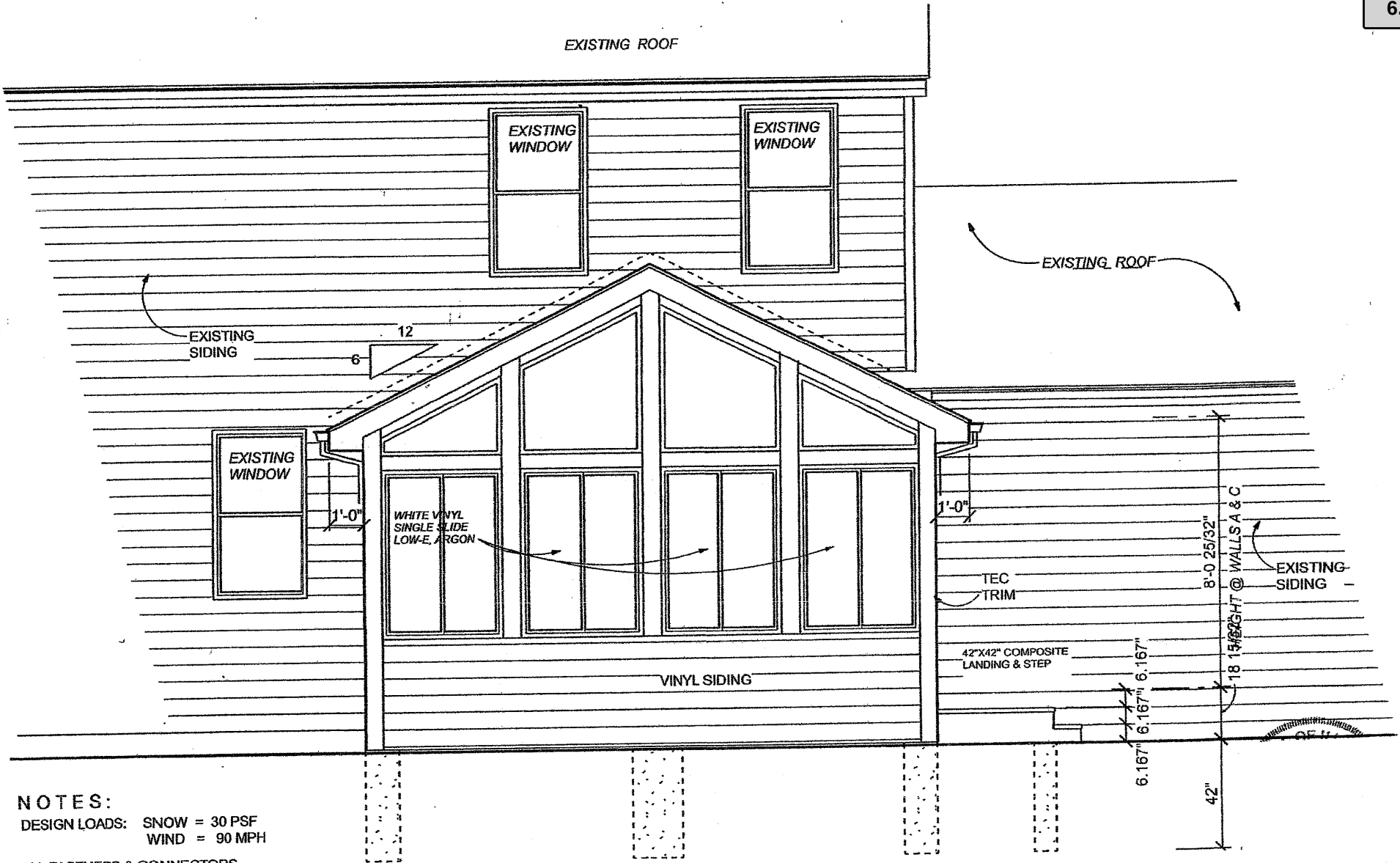
SCALE: 1/4" = 1'-0"

TimberBuilt
Rooms
TimberBuilt, Inc.
61174 Ph. (638) 443-7100
61 Charles Street

First Floor Plan

PROJECT:	REVISIONS:
DATE:	
DRAWN BY:	
CLOUD:	

5



NOTES:
DESIGN LOADS: SNOW = 30 PSF
WIND = 90 MPH
ALL FASTNERS & CONNECTORS
TO BE HOT DIPPED GALVANIZED.
ALL FLASHING TO BE AC2 APPROVED

Front Elevation
SCALE: 1/4" = 1' - 0"



TimberBuilt, Inc.
St. Charles, Illinois 60174 Ph. (630) 443-7100

Front Elevation

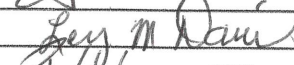
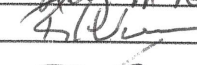
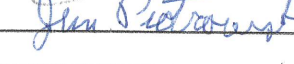
PROJECT:	REVISIONS:
DATE:	
DRAWN BY:	
CLOUD:	





Petition for Property Addition 936 S Mallard Ct Palatine IL

Thank you for considering our discussion. As the owners of 936 S Mallard Ct, we have decided to make an improvement to our property with the addition of a sun porch to the rear of the property. This structure will be 12 x 17 feet and will replace the lower deck area in the north rear of the property. There is a zoning hearing that will take place on July 26th regarding the fact that zoning states there needs to be 45 feet between lot line and structure. In our case, we only have 33 feet and can't control the house placement nor changes to laws over 60+ years. Pictures of the like structure have been shown to homeowners that signed and either accepted or declined below. Addresses and signatures are captured. This petition will be provided to the Village of Palatine as supporting documentation for the hearing set for later this summer. We thank you for the discussion, time and consideration.

Print Name	Address	Agreed	Disagree	Signature
Caroline Gumbard	941 S. White Willow Bay	X		
Lesley Daniel	923 S White Willow Bay	X		
Ros Volesosky	947 S White Willow Bay	X		
Pavel Casel.	939 S Mallard Ct	X		
Jim Piotrowski	938 S. MALLARD CT	X		







PUBLIC NOTICE
 A Public Hearing will be held before the Palatine Zoning Board of Appeals on Tuesday, July 26, 2022 at 7 PM, in the Village Council Chambers at Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:
Special Use to permit an addition to be set back 21 feet from the rear lot line, instead of the minimum required 45 feet.
 The property is commonly known as 936 S. Mallard Court.
 The Petitioners are proposing to construct a 205 square foot sunroom addition that encroaches approximately 24 feet into the minimum required rear yard setback of 45 feet.
 The above petition has been filed by Andrew & Katie Hellman and is available for examination in the office of the Village Clerk, 200 E. Wood Street.
FILE #: 22-28
VILLAGE OF PALATINE
 Jan Wood, Chair
 Palatine Zoning Board of Appeals
DATED: This 11th day of July, 2022
 Published in Daily Herald July 11, 2022 (4585345)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook

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

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 07/11/2022 in said Northwest Suburbs DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY 
 Designee of the Publisher and Officer of the Daily Herald

Control # 4585345

Attachment: July 26, 2022 ZBA Materials (2022-70 : 936 S. Mallard Court - SU Addition Setback)

2. 936 S. Mallard Court

Notice was published in the Daily Herald on July 11, 2022 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. Application for Special Use
2. Proof of Ownership
3. Plat of Survey / Site Plan
4. Floor Plan
5. Elevations
6. Surrounding Property Consent letters
7. Existing Conditions
8. Public Notice

Sworn in staff: Ms. Lyn Bremanis & Mr. Alex Bradshaw

Sworn in the petitioner: Mr. Andrew Hellman 936 S. Mallard Court

Mr. Hellman stated they want to add a small addition to the rear and remove an aging deck. He stated they are looking to add a 3 season room that is 20ft wide by 12ft deep. He stated the current structure is 22ft off the rear of the property. Mr. Hellman explained the property is on an angle and they only have 33ft from property line to foundation so under restriction.

Ms. Wood asked about current deck size

Mr. Hellman stated it is 22 by 18

Mr. Pirog asked if there are homes in the rear

Mr. Hellman answered yes

Mr. Pirog asked if the neighbors have any issues

Mr. Hellman stated they signed off consent along with all other neighbors in the rear

Ms. Wood asked the reason for the addition

Mr. Hellman explained they are looking for additional living space for family gatherings and storage in winter

Mr. Bradshaw gave a brief overview explaining all signatures obtained are from immediate adjacent properties. He stated subject property received an Administrative Variation for rear yard setback relief for the existing deck in 1992. He explained the proposed addition will not encroach in the either side yard setback. Mr. Bradshaw stated Staff has observed that the two immediately adjacent lots on South Mallard Court have rear yard setbacks similar, between 25 feet - 30 feet, to that which is proposed at the Subject Property. He stated both building and lot coverage are well under the maximum allowed percentage and Community Services and Engineering have reviewed and have no issues.

Ms. Wood spoke to the unique shaped lot and asked without sunroom or deck would the home have the 45ft required setback
Mr. Bradshaw answered no explaining it is closer to 35ft.

STAFF RECOMMENDATION:

The Petitioners are proposing to construct a sunroom home addition off the rear of their existing residence. The Subject Property previously received relief for a rear yard setback reduction for the existing deck. The proposed addition has a smaller footprint and will be setback further from the rear lot line than the existing deck. Additionally, the existing residence as a whole is existing non-conforming to the current required rear yard setback due to the unique layout of the residence on the lot.

Therefore, Staff recommends approval of the requested Special Use, subject to the following condition:

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by the Petitioners, Mr. Hellman & Katie Hellman, except as such plans may be changed to conform to the Village's Codes and Ordinances.

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

Ms. Roth-Wurster made a motion to approve subject staff's conditions; seconded by Mr. McGinn

DELIBERATIONS:

Ms. Roth-Wurster stated standards have been met. She pointed out it is helpful to see neighbors with the same condition. She spoke to the standards of uniqueness

Mr. McGinn pointed out the lots on White Willow are large so it won't encroach too much on them.

Ms. Wood agreed. She thinks it is good the sunroom is smaller than the deck and is happy neighbors are on board.

Ms. Wood summarized that this request has met the standards and was unanimously approved by a vote of 4-0. This item will tentatively go to Village Council on August 8, 2022

RESULT:	RECOMMENDED TO APPROVE [UNANIMOUS]
MOVER:	Cindy Roth-Wurster, Commissioner
SECONDER:	Theodore McGinn, Commissioner
AYES:	Roth-Wurster, Wood, McGinn, Pirog
ABSENT:	Luszczak, Cavanaugh

Consider an Ordinance Granting a Preliminary & Final Plat of Subdivision, Preliminary & Final Planned Development, and Rezoning from R-1 to Planned Development at 1025 & 1037 W. Kenilworth Avenue

BACKGROUND:

This project contains two single-family residential lots with a combined area of 1.39 acres. The Petitioner, owner, is seeking Planned Development approval to subdivide and rezone the property from R-1 to Planned Development. Therefore, the Petitioner is seeking approval of the following:

1. Preliminary and Final Planned Development;
2. Preliminary and Final Plat of Subdivision to permit a 4-lot single-family residential development; and
3. Rezoning from R-1 Single-Family Residential to Planned Development Single-Family Residential.

KEY ISSUES:

Zoning and Site Design

- The Subject Properties are currently zoned R-1 Single-Family Residential. The proposed lots meet all of the R-2 bulk and setback requirements. The following table provides summarizes the proposed lots:

	Proposed Lot Size (9,000 sq. ft. for interior lots; 10,000 sq. ft. for corner lots)	Lot Width (75' for interior lots; 85' for corner lots)	Lot Depth (110' required)
Lot 1 - Currently 1037	14,997	102.16'	146.89'
Lot 2 - Currently 1025	14,999	102.16'	148.89'
Lot 3	15,303	75'	203.98'
Lot 4	15,294	75'	203.98

- Properties directly north, west, south and southeast of the subject site remain mostly R-1 zoning with larger lots (approximately 15,000 square feet or more). Recent surrounding developments to the northwest, northeast and east have been rezoned to Planned Development and generally conform to the R-2 residential requirements or were rezoned R-2.
- Recent comparable developments in the surrounding area, include the following (see attached exhibit):
 - o 2002: Clyde Place Subdivision, located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision (Planned Development).

- o 2003: Birchtree Subdivision, located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision (Planned Development).
- o 2002: Harrison Place Subdivision, located at southeast corner of Harrison Court and Kenilworth Avenue, received approval for a 4-lot subdivision (Planned Development).
- o 2013: Parkway Subdivision, located at southwest corner of Glencoe and Middleton, received approval for a 4-lot subdivision (rezoning from R-1 to R-2).
- The subject properties are located within Sub-Area “A”. This section of Sub-Area “A” still maintains the large lots from the 1994 plan; however, there have been multiple Planned Development approvals in the area consistent with the proposed subdivision and aligned with the R-2 standards.
- Middleton Avenue, running south from Kenilworth Avenue, narrows to a substandard width at approximately 10 feet wide and services two single-family residences. The street terminates at the 10-acre detention basin, therefore, would not be further extended.

Engineering

- Sanitary sewer would be provided through connecting to the existing services in the Middleton Avenue right-of-way.
- Water service would connect to the new water main, which will be installed along the eastern side of the Middleton Avenue right-a-way.
- Storm water generally drains to the south and east currently and the proposed plan does not significantly alter the drainage pattern. Storm water will be conveyed through bioretention facilities. These facilities satisfy MWRD’s required volume control measures. Cash in lieu of detention will be required.
- Sidewalks shall be constructed along the frontage of each new lot along Middleton Avenue. Parkway trees would be planted in accordance with Code.

RECOMMENDATIONS:

Public Hearing:	Plan Commission - June 21, 2022.
Residents testifying:	3 - questions and concerns about subdividing larger lots, the inability to subdivide surrounding lots, and substandard width of Middleton Ave.
Vote:	The Plan Commission voted 3-2 to approve the requested residential subdivision subject to Staff's conditions and Staff concurs.

ALTERNATIVES:

1. Approve the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision.

2. Do not the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision.

ACTION REQUIRED:

A motion to approve the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision 1025 and 1037 W. Kenilworth Avenue.

ATTACHMENTS:

- Aerial Map
- ORD - PFPD Garden Gate Subdivision
- Legal Description - Pre-Final Planned Development
- EXHIBIT - Engineering Plans
- EXHIBIT - Project Narrative
- EXHIBIT - Conceptual Elevations
- RES - PFSUB Garden Gate Subdivision
- EXHIBIT - Plat of Subdivision
- ORD - Rezone
- Similar Subdivision Examples
- Plan Commission materials 6-21-22
- PC Meeting Minutes 6-21-22

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

1025 and 1037 W Kenilworth Ave.

6.B.1.a

VILLAGE OF
PALATINE



Attachment: Aerial Map (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

0 150 300
1 in. = 139 ft. Feet



ORDINANCE NO. _____

**AN ORDINANCE GRANTING
PRELIMINARY AND FINAL PLANNED DEVELOPMENT APPROVAL FOR
1025 AND 1037 W. KENILWORTH AVENUE**

WHEREAS, upon petition of owners of said property, a Public Hearing was held by the Plan Commission of the Village of Palatine on June 21, 2022 and in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Plan Commission, having made its findings in a report to the Mayor and Village Council of the Village of Palatine regarding a request for a Preliminary and Final Planned Development to permit a 4-lot residential subdivision, on the following legally described property:

PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as 1025 & 1037 W. Kenilworth Avenue (PIN #: 02-21-213-014-0000 & 02-21-213-015-0000).

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

SECTION 1: That Preliminary and Final Development to permit a 4-lot residential subdivision, is hereby granted, subject to the following conditions:

Attachment: ORD - PFPD Garden Gate Subdivision (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

1. The Planned Development shall substantially conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and the Engineering Plans prepared by Bono Consulting Civil Engineers., dated 11/22/2019 last revised 06/01/2022, except as such plans may be revised to conform to Village Codes and Ordinances.
2. All future residences shall follow the Village's R-2 Standards.
3. A Planned Development letter of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.
4. The Final Engineering Plans and Final Engineer's Cost Estimate shall be revised in a manner acceptable to the Village Engineer.

SECTION 2: That the petition for preliminary and final planned development, a copy of the public notice, be attached hereto and form a part of this ordinance.

SECTION 3: This ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This _____ day of _____, 2022

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

APPROVED by me this _____ day of _____, 2022

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ day of _____, 2022

Village Clerk

LEGAL DESCRIPTION – 1025 & 1037 West Kenilworth Avenue

PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

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PROPOSED SUBDIVISION OF EXISTING RESIDENTIAL LOTS

SITE DEVELOPMENT PLAN

1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

SECTION: 21
TOWNSHIP: 42N
RANGE: 10E

PIN(S):
02-21-213-014,
02-21-213-015

BENCHMARK INFO
JOB BENCH MARK: CROSS CUT AT NE MIDDLETON AVENUE & KENILWORTH AVENUE, ELEV= 768.35
TRANSFERRED FROM VALVE VAULT RIM BENCHMARK AT SE CROSS GLENCOE ROAD & MIDDLETON AVENUE, ELEV = 778.78. FROM SPACE CO JOB 7583

AERIAL MAP



DRAWING INDEX:

- SUBDIVISION PLANS:
- TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
 - EXISTING TOPOGRAPHY, DEMOLITION & TREE PRESERVATION PLAN
 - PROPOSED GRADING & DRAINAGE PLAN
 - PROPOSED UTILITY PLAN
 - SITE PLAN & GEOMETRIC PLAN
 - CONSTRUCTION NOTES
 - STANDARD DETAILS

- WATERMAIN PLANS:
- PROPOSED WATERMAIN PLAN
 - STANDARD NOTES & DETAILS
 - DETAILS
 - DETAILS (CONT.)
 - DETAILS (CONT.)

	LEGEND:	
	EXISTING	PROPOSED
PROPERTY LINE	---	---
SANITARY SEWER LINE	— > > —	— > > —
WATER LINE	— W —	— V —
STORM SEWER LINE	— > > —	— > > —
STORM MANHOLE	⊙	●
SANITARY MANHOLE	⊙	⊙
COMBINED SEWER	— > > —	— > > —
COMBINED MANHOLE	⊙	⊙
CATCH BASIN	⊙	⊙
INLET	⊙	⊙
WATER VALVE VAULT	⊙	⊙
WATER VALVE	⊙	⊙
GRADE	▽	▽
DRAINAGE DIVIDE	—	—
CURB & GUTTER	==	==
CLEANOUT	—	—
DOWNSPOUT (ROOF DRAINS)	←-○-→	←-○-→
WATER B. BOX	—	—
TREE PROTECTION FENCE	—	—
CONSTRUCTION FENCE	—	—
INLET FILTER BASKET	—	—
TRAFFIC DIRECTION PAVEMENT MARKING	→	→
FIRE HYDRANT	⊙	⊙
RETAINING WALL WRAILING	—	—
TOP OF CURB	T/C XXX.XX	T/C XXX.XX
BOTTOM OF CURB	B/C XXX.XX	B/C XXX.XX
TOP OF CURB	T/C XXX.XX	T/C XXX.XX
BOTTOM OF GUTTER	B/G XXX.XX	B/G XXX.XX
WALK	W XXX.XX	W XXX.XX
BOTTOM OF WALK	B/W XXX.XX	B/W XXX.XX
DESRESSED CURB	D/C XXX.XX	D/C XXX.XX
BOTTOM OF GUTTER	B/G XXX.XX	B/G XXX.XX
MOUNTABLE CURB	M/C XXX.XX	M/C XXX.XX
BOTTOM OF GUTTER	B/C XXX.XX	B/C XXX.XX

PUBLIC IMPROVEMENTS REQUIRED AT TIME OF SUBDIVISION APPROVAL

- WATER SERVICES
 - MAIN TAP WITH CORP. STOP
 - 1.5" COPPER PIPE
 - B-BOX
- SANITARY SERVICES
 - NEW WYE CONNECTIONS
 - CAPPED 6" PVC SERVICES
- ROADWAY IMPROVEMENTS
 - RIBBON CURB
 - ROAD PATCHING ALONG CURB
 - SIDEWALK
- STORM SEWER
 - NEW STRUCTURES AND 8" MAIN
 - SERVICE STUBS FOR ALL LOTS
- BIORETENTION FACILITIES
- MAIN GRADING ELEMENTS:
 - SOUTH SIDEYARD SWALE AND MIDLOT SWALE

PROJECT DESCRIPTION

THE REAR YARDS OF 1025 & 1037 W. KENILWORTH AVENUE WILL BE SPLIT OFF TO CREATE TWO NEW LOTS ON S. MIDDLETON AVENUE.

PROPOSED LOT SIZES:

1025 W. KENILWORTH — 14,998 S.F.
1037 W. KENILWORTH — 14,997 S.F.
LOT 3 S. MIDDLETON — 15,302 S.F.
LOT 4 S. MIDDLETON — 15,296 S.F.

TOTAL DISTURBED AREA FOR PROJECT = 30,598 S.F. (LOTS 3 & 4)

NOTE

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction.

Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call:
J.U.L.I.E. 1 (800) 892-0123



EXP. 11-30-23

- I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS WILL NOT ADVERSELY IMPACT THE SUBJECT PROPERTY, THE SURROUNDING PROPERTIES OR THE PUBLIC RIGHT-OF-WAY WITH RESPECT TO STORMWATER DRAINAGE, AND THAT A SAFE OVERFLOW ROUTE HAS BEEN ESTABLISHED.
- I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PROPOSED IMPROVEMENT IS NOT LOCATED IN FLOOD PROTECTION AREAS BASED ON THE INFORMATION FROM THE FEMA MAPS.

W. A. Hepburn

ENGINEER

6-2-2022

DATE

TITLE SHEET, LEGEND, SITE LOCATION MAP, &
AERIAL MAP
PROPOSED SUBDIVISION OF EXISTING LOTS
1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

NOT FOR CONSTRUCTION

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NUMBER: 19459

START DATE: NOV. 22, 2019

GRAPHIC SCALE

0

SCALE: NTS

SHEET NUMBER

1 OF 7

BCI
BONO CONSULTING, INC.
CIVIL ENGINEERS
1018 BUSSE HIGHWAY PH : (847) 823-3300
PARK RIDGE, IL 60068 FAX: (847) 823-3303
bbono@bonoconsulting.com

TOPOGRAPHICAL SURVEY

OF

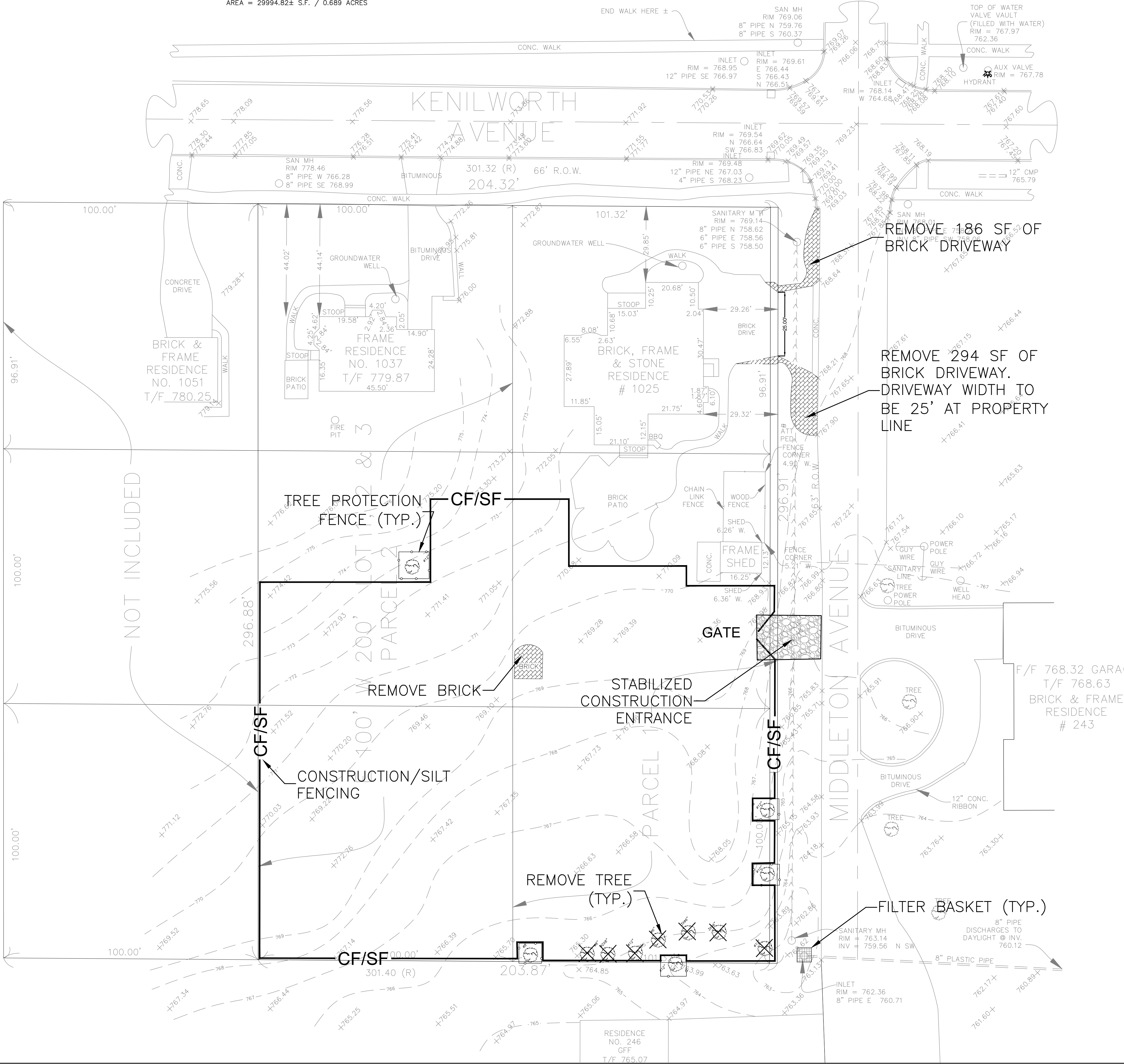
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AREA = 29994.82± S.F. / 0.689 ACRES

MURRY AND MOODY, LTD.
Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960



BEST MANAGEMENT PRACTICES SEQUENCE

NOTE: UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: PARKING, LAY DOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, MASON'S AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DEVOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS. IN ADDITION, NOTE ANY OFF-SITE AREAS WHERE FILL IS IMPORTED FROM OR SOIL IS EXPORTED TO ON THE SITE MAPS.

- PHASE - I
1. INSTALL TREE PROTECTION FENCING AND EROSION CONTROL SILT FENCE, INLET FILTER BASKETS, MAINTAIN THROUGHOUT PROJECT.
 2. USE MIDDLETON AVE. FOR CONSTRUCTION ACCESS, USE DRIVEWAY FOR CONSTRUCTION.
 3. INSTALL STABILIZED CONSTRUCTION ENTRANCE, OBSERVE ALL APPROPRIATE MATC/DOOT TRAFFIC CONTROL MEASURES FOR CONSTRUCTION TRAFFIC ENTERING HIGHWAY, CONTRACTOR IS RESPONSIBLE FOR KEEPING ROADS FREE OF MUD AND DEBRIS.
 4. PROTECT TREES THAT ARE SHOWN TO BE PROTECTED.
 5. CLEAR AND REMOVE BRUSH AND TREES.
 6. INSTALL UTILITIES AND PERFORM MASS GRADING.

HALT ALL ACTIVITIES AND CONTACT THE VILLAGE TO PERFORM INSPECTION AND CERTIFICATION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT THE STORMWATER PRE-CONSTRUCTION MEETING WITH THE CONSTRUCTION MANAGER, AGENCY(IES) AND GROUND-DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

ALL EXCEPTIONS NOTED ON THE BMP CERTIFICATION FORM MUST BE ADDED TO THE FIRST DAILY REPORT AS A DEFICIENCY OR DEFICIENCIES AND RESOLVED WITHIN 24-HOURS. BMPs CAN NOT BE CERTIFIED IF ANY EXCEPTION REQUIRES GREATER THAN 24-HOURS TO RESOLVE.

DAILY INSPECTIONS AND REPORTING USING THE SWPPP MANAGEMENT TOOL MUST START THE DAY OF OR IMMEDIATELY AFTER BMP CERTIFICATION.

- PHASE - II
1. CONSTRUCT AND STABILIZE SEDIMENT BASINS AND SEDIMENT TRAP(S) WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL BASINS AND TRAPS).
 2. INSTALL AND STABILIZE HYDRAULIC CONTROL STRUCTURES (DIKES, SWALES, CHECK DAMS, ETC.).
 3. BEGIN CLEARING/DEMO AND GRUBBING THE SITE.
 4. BEGIN FINAL GRADING THE SITE.

- PHASE - III
1. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENuded AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE. IF ACTIVITY WILL RESUME WITHIN 14 DAYS, TEMPORARY SEEDING IS NOT REQUIRED.
 2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
 3. INSTALL AND STABILIZE HYDRAULIC CONTROL STRUCTURES (DIKES, SWALES, CHECK DAMS, ETC.).
 4. INSTALL INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
 5. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENuded AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE. IF ACTIVITY WILL RESUME WITHIN 14 DAYS, TEMPORARY SEEDING IS NOT REQUIRED.
 6. PREPARE SITE FOR HOUSE CONSTRUCTION.
 7. FINAL GRADING AND STABILIZATION.
 8. INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES.
 9. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
 10. CONTINUE DAILY INSPECTION REPORTS UNTIL THE FINAL DAILY INSPECTION REPORT, MARKED "READY TO TERMINATE PERMIT", IS SIGNED BY THE CONSTRUCTION MANAGER AND SUBMITTED VIA THE SWPPP MANAGEMENT TOOL.
 11. STABILIZE SITE AND INSTALL ALL FENCES CONCURRENTLY.

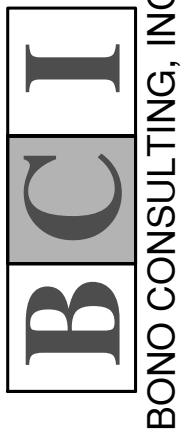
NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY ONLY IF ALL PRECEDING BMPs HAVE BEEN COMPLETELY INSTALLED.

EARTHWORK / EROSION & SEDIMENTATION CONTROL

- 1) All construction activities that involve earthwork shall meet the National Pollutant Discharge Elimination System Phase II requirements:
 - a) Submittal of a Notice of Intent (NOI) to IEPA.
 - b) Possession of a completed and signed Stormwater Pollution Prevention Plan (SWPPP) and a graphic Erosion and Sediment Control (ESC) plan.
 - c) Implementation of the SWPPP.
 - d) Submittal of an Incidence of Noncompliance (ION) if an event occurs.
 - e) Weekly reports after ½" rainfall or 5" snowfall.
 - f) Documentation of changes to ESC plan.
 - g) Submittal of a Notice of Termination (NOT) when final stabilization is achieved.
 - h) Follow Illinois Urban Manual (IUM) for sediment and erosion control structure installation.
- 2) Any wetland mitigation shall begin prior to any grading work and shall be in accordance with the approved mitigation permit plan and requirements.
- 3) In order to protect and ensure against flooding, all top of foundations shall be set a minimum of one (1') foot above the high water level of adjacent stormwater management facilities such as retention/detention ponds.
- 4) The contractor shall maintain existing positive drainage from off-site at all times during construction.
- 5) Within the limits of proposed grading the soil shall be compacted to not less than the following percentages of modified proctor dry density in accordance with ASTM D 1557-78:
 - a) Under structures. Building slabs, steps and pavements. Compact six (6") inch maximum lifts of subgrade. Backfill or fill material at 95% modified proctor dry density.
 - b) Under walkways. Compact six (6") inch maximum lifts of dry subgrade, backfill, or fill material at 95% modified proctor dry density.
 - c) Under lawn or unpaved areas. Compact six (6") inch maximum lifts of subgrade, backfill, or fill material at 85% modified proctor dry density.
- 6) All erosion control work shall comply with "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control."
- 7) Stripping of vegetation, grading or other soil disturbance, especially in designated wetland areas, shall be done in a manner which will minimize soil erosion, and shall be in accordance with the approved drawings, mitigation and permit requirements.
- 8) The contractor shall take precautionary measures to minimize earthwork in areas where trees are to be saved as shown on the plans or determined in the field.
- 9) The extent of the area which is exposed and free of vegetation and the duration of its exposure shall be kept within practical limits as directed by the Village Engineer.
- 10) Sedimentation shall be retained on site. Sediment fence shall be installed along the perimeter of all graded areas or as required to prevent sediment from entering and/or leaving the site.
- 11) Dust produced from the site shall be kept to a minimum during dry periods by spraying water as required to the Village Engineer's satisfaction and is to be considered incidental.
- 12) All mud shall be removed from all tires before leaving the site and the roads shall be kept clean and clear of mud and debris at all times.
- 13) Culverts and drainage ditches shall be kept clean and clear of obstructions during the construction period.
- 14) Silt fences shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and integrity. The underside of bales shall be kept in close contact with the earth below at all times to prevent water from washing beneath them.
- 15) Water courses and drainage swales adjacent to construction activities shall be monitored as necessary, for evidence of silt intrusion and other adverse environmental impacts. Any problems or deficiencies shall be corrected immediately upon their discovery.
- 16) Sod all unpaved areas of parkways, right-of-way and front yards to rear wall of the building. Any and all other site seeding may be used, in some instance particularly for the back yard, only with prior approval by the Village Engineer.
- 17) The contractor shall install all erosion control items prior to commencement of any work.
- 18) The contractor shall install temporary orange fence around all trees to remain and wetland areas to be mitigated.

DEMOLITION NOTES

1. Install temporary tree protection fencing prior to any demolition work.
2. Install temporary 6' high chain link fence with fabric around the proposed work area as shown on the drawing.
3. Contractor to call JULIE at 1-800-892-0123, minimum of 48 hours prior to initiating any excavation or demolition.
4. Contractor shall verify the exact elevation and location of all existing utilities and appurtenances prior to construction, to avoid interferences.
5. Appropriate precautions shall be taken to avoid damage to and to protect existing utilities and appurtenances in the vicinity of work. Contractor shall be responsible for the protection of all underground or overhead utilities even though they may not be shown on the plans, any utility that is damaged during construction shall be repaired to the satisfaction of the Village and the owner, or replaced.
6. Any open excavations, or potentially dangerous areas shall be fenced or guarded in an acceptable manner at the end of each day for the protection of the contractor's employees and general public safety.
7. Bono Consulting Inc is not liable for any construction site safety. Contractor to take all OSHA regulated and applicable local safety precautions to safe guard all potentially hazard sites/work.
8. Contractor is responsible for keeping roads free of excessive debris at all times.
9. Any soil, mud or debris that is washed, tracked, or deposited onto the street shall be removed before the end of each day.
10. Topographic survey by Murry and Moody, LTD.
11. All excavation shall be tapered, or, shored and maintained pumped dry.
12. Do not create dust or other nuisance to neighboring properties during construction
13. "No trespassing" signs shall be mounted on the fencing in conspicuous locations until construction is completed and approved
14. Any gate in the perimeter fence shall be adequately hinged to prevent entry, except to allow ingress and egress to and from site, such gate must be looked at all times, other than permitted hours of construction.



BONO CONSULTING, INC.
CIVIL ENGINEERS

1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
bbono@bonoconsulting.com

EXIST. TOPOGRAPHY, DEMOLITION &
TREE PRESERVATION PLAN
PROPOSED SUBDIVISION OF EXISTING LOTS
1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

NOT FOR CONSTRUCTION

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WHOLLY OR IN PART, EXCEPT WHEN
AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NUMBER: 19459

START DATE: NOV. 22, 2019

GRAPHIC SCALE

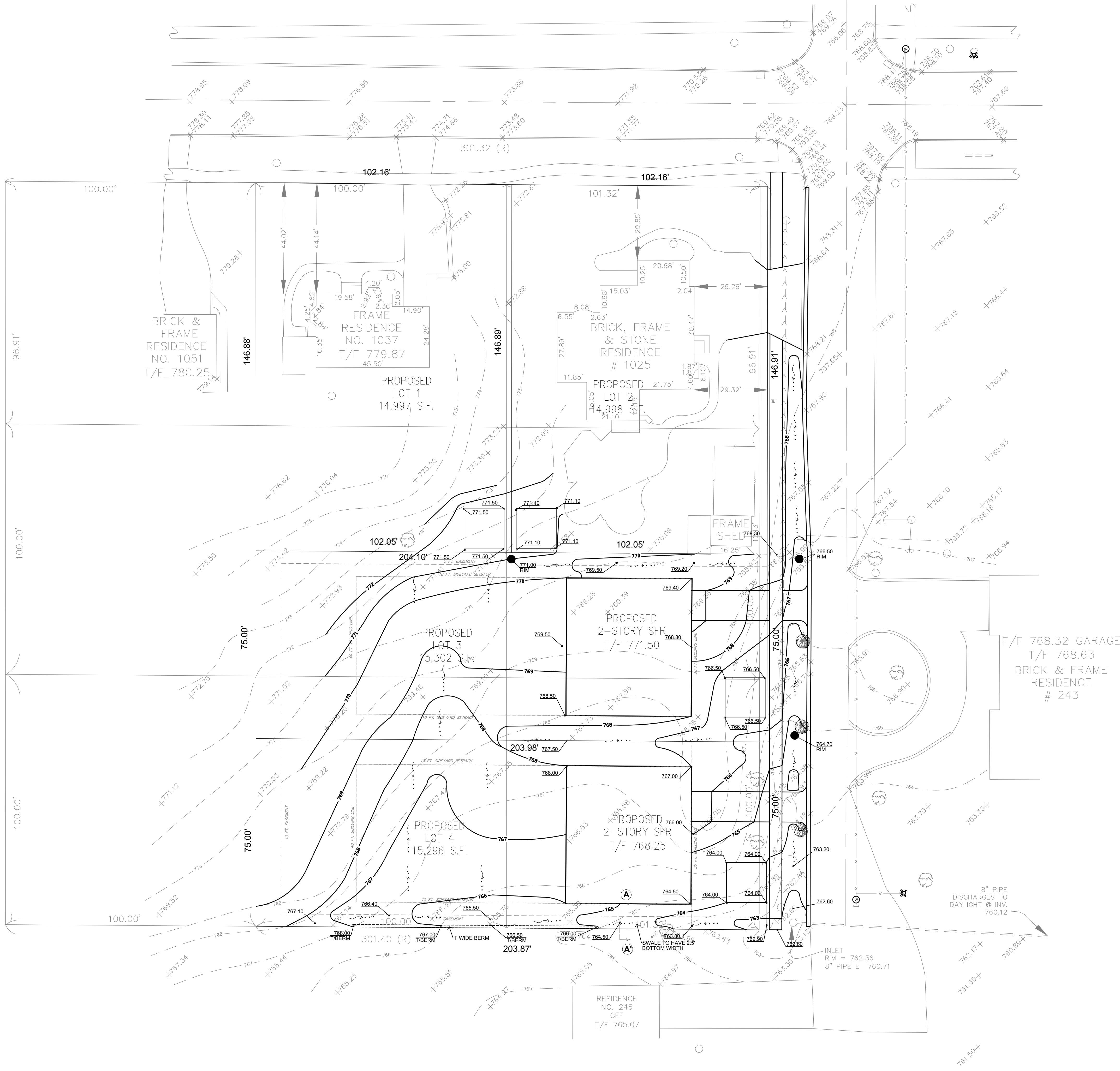
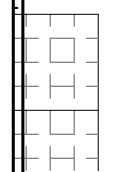
SCALE: 1"=20'-0"

SHEET NUMBER

2 OF 7



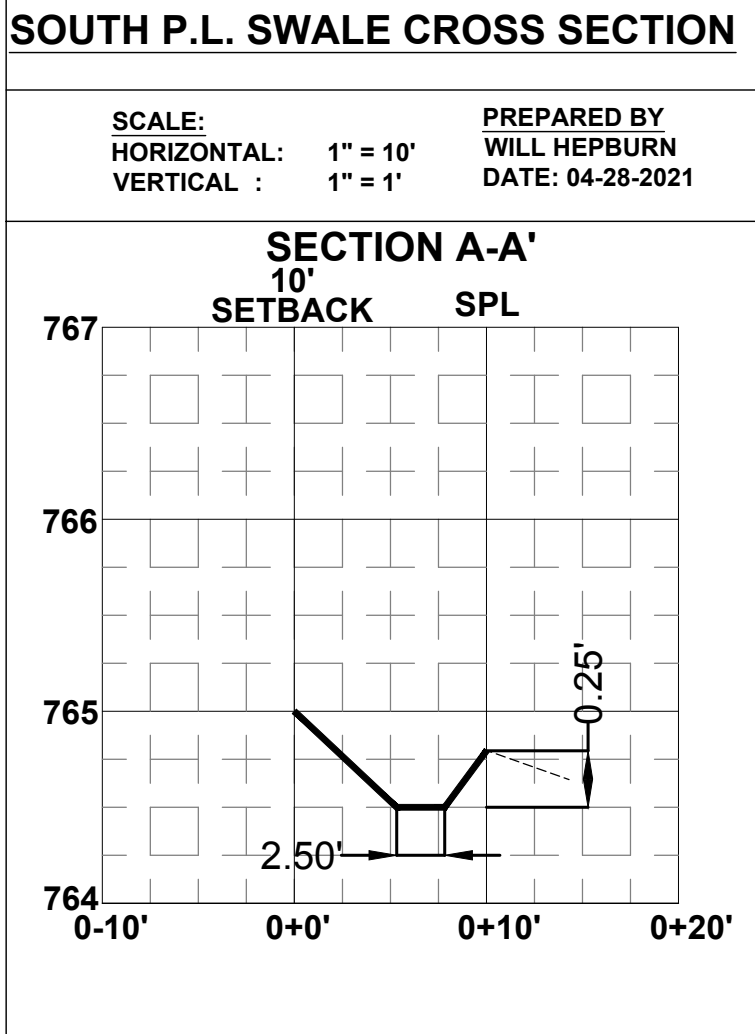
RT AVE.
SECTION
PREPARED BY
DATE: 04-28-2021



PROPOSED FLOW ANALYSIS OF BACKYARD SWALE	
TRIBUTARY AREA:	0.531 ACRES
IMPERVIOUS AREA:	0.000 ACRES
COMPOSITE C:	0.40
RAINFALL INTENSITY (24 HR-100 YR)	12.34 IN./HR
RUNOFF VOLUME (Q)	2.62 CFS

CAPACITY ANALYSIS OF BACKYARD SWALE	
SLOPE	0.03
MANNING'S n	0.03
FLOW DEPTH d	0.25 FEET
BOTTOM WIDTH	2.5 FEET
FLOW AREA (Trapezoidal shaped)	1.29 SQ. FT.
WETTED PERIMETER	10.45 FEET
HYDRAULIC RADIUS	0.12
SWALE CAPACITY	2.75 CFS

1025 & 1037 W. KENILWORT AVE.



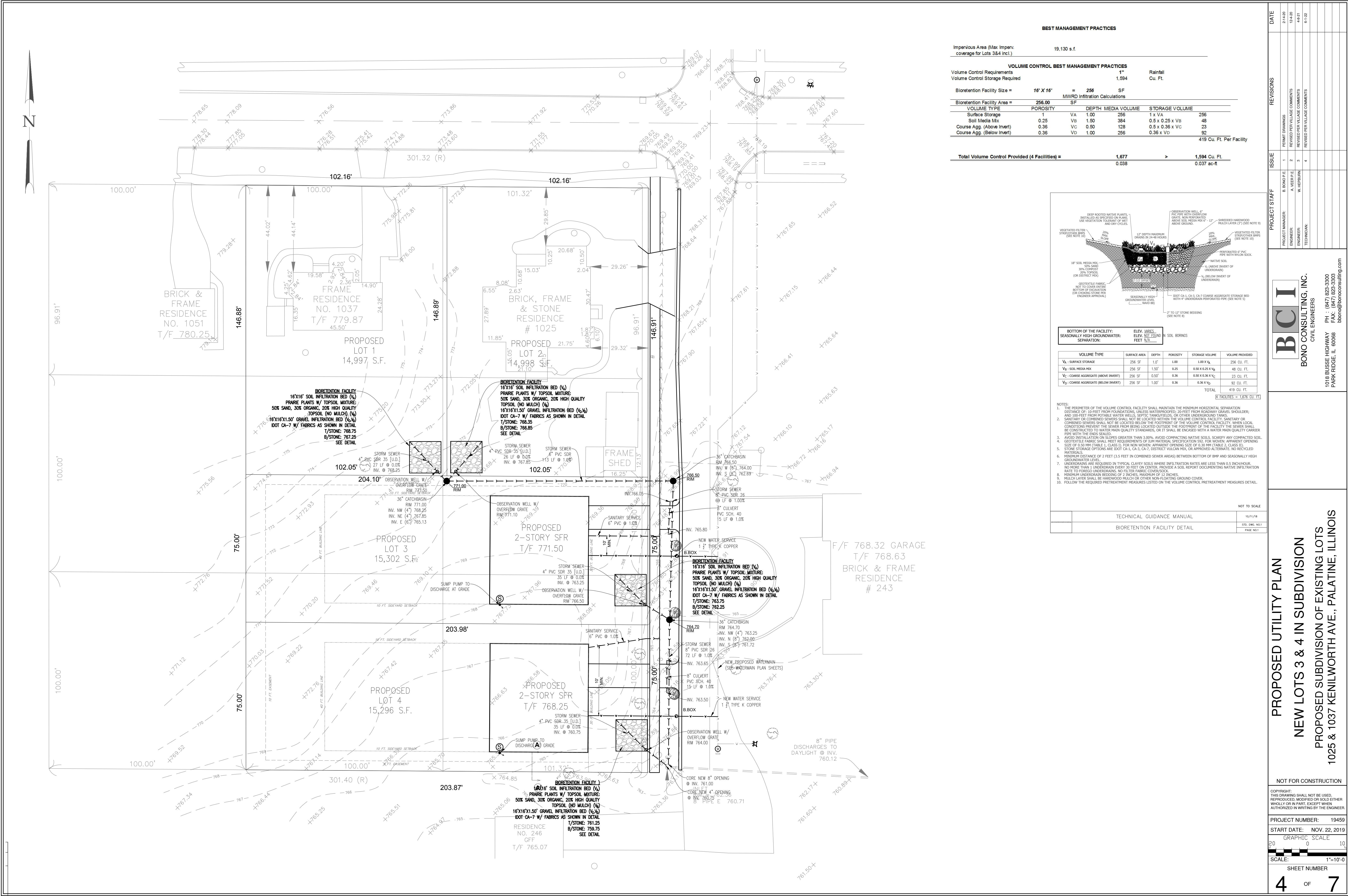
PROPOSED GRADING & DRAINAGE PLAN
NEW LOTS 3 & 4 IN SUBDIVISION
PROPOSED SUBDIVISION OF EXISTING LOTS
1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

NOT FOR CONSTRUCTION	
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PROJECT NUMBER: 19459	
START DATE: NOV. 22, 2019	
GRAPHIC SCALE	
SCALE: 1"=10'-0"	
SHEET NUMBER	
3	OF 7

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FAX: (847) 823-3303
bbono@bonocconsulting.com

PROJECT STAFF		ISSUE		REVISIONS		DATE
PROJECT MANAGER:	B. BONO P.E.	1	FINAL DRAWINGS			
ENGINEER:	A. VERPEY	2	REVISED PER VALU COMMENTS			3-14-20
ENGINEER:	W. HEPBURN	3	REVISED PER VALU COMMENTS			12-2-20
TECHNICIAN:		4	REVISED PER VALU COMMENTS			4-28-21
						6-1-22



BEST MANAGEMENT PRACTICES

Impervious Area (Max Imperv. coverage for Lots 3&4 incl.) 19,130 s.f.

VOLUME CONTROL BEST MANAGEMENT PRACTICES

Volume Control Requirements Volume Control Storage Required 1,594 Cu. Ft.

Bioretention Facility Size = 16' X 16' = 256 SF

MWRO Infiltration Calculations

Bioretention Facility Area = 256.00 SF

VOLUME TYPE POROSITY DEPTH MEDIA VOLUME STORAGE VOLUME

Surface Storage 1 VA 1.00 256 1 x VA 256

Soil Media Mix 0.25 VB 1.50 384 0.5 x 0.25 x VB 48

Course Agg. (Above Invert) 0.36 VC 0.50 128 0.5 x 0.36 x VC 23

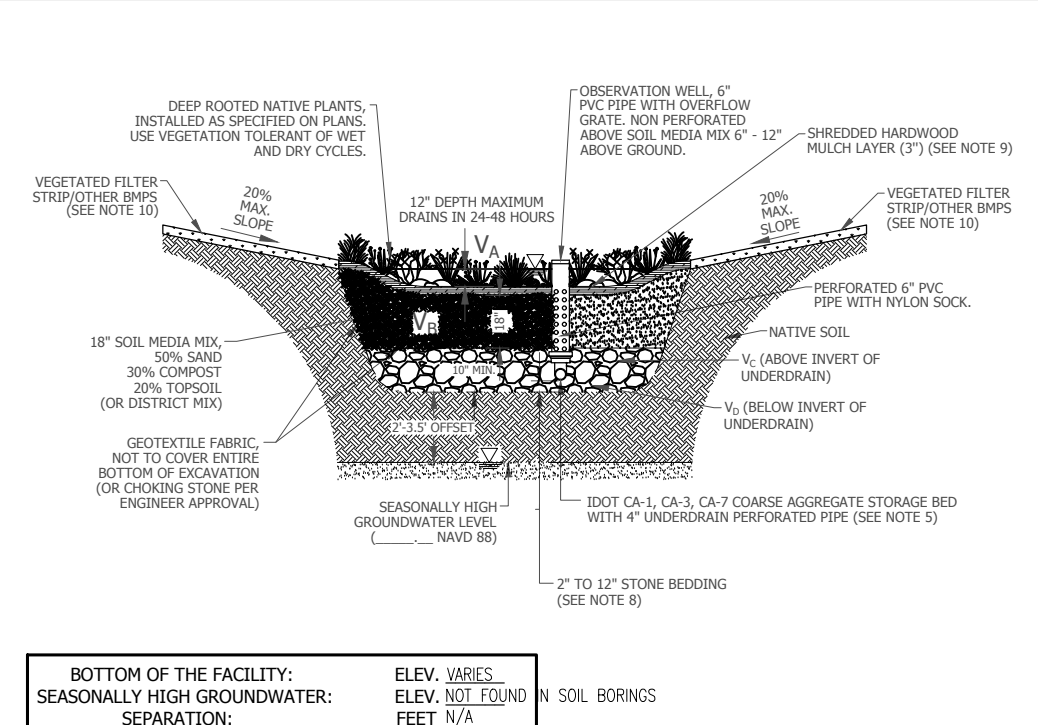
Course Agg. (Below Invert) 0.36 VD 1.00 256 0.36 x VD 92

419 Cu. Ft. Per Facility

Total Volume Control Provided (4 Facilities) = 1,677

0.038 > 1,594 Cu. Ft.

0.037 ac-ft



VOLUME TYPE	SURFACE AREA	DEPTH	POROSITY	STORAGE VOLUME	VOLUME PROVIDED
VA : SURFACE STORAGE	256 SF	1.0'	1.00	1.00 X VA	256 CU. FT.
VB : SOIL MEDIA MIX	256 SF	1.50'	0.25	0.50 X 0.25 X VB	48 CU. FT.
VC : COARSE AGGREGATE (ABOVE INVERT)	256 SF	0.50'	0.36	0.50 X 0.36 X VC	23 CU. FT.
VD : COARSE AGGREGATE (BELOW INVERT)	256 SF	1.00'	0.36	0.36 X VD	92 CU. FT.
TOTAL					419 CU. FT.

- NOTES:
- THE PERIMETER OF THE VOLUME CONTROL FACILITY SHALL MAINTAIN THE MINIMUM HORIZONTAL SEPARATION DISTANCE OF: 10-Feet FROM FOUNDATIONS, UNLESS WATERPROOFED; 20-Feet FROM ROADWAY GRAVEL SHOULDER; AND 100-Feet FROM POTABLE WATER WELLS, SEPTIC TANKS/FIELDS, OR OTHER UNDERGROUND TANKS.
 - SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED WITHIN THE VOLUME CONTROL FACILITY. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED BELOW THE FOOTPRINT OF THE VOLUME CONTROL FACILITY. WHEN LOCAL CONDITIONS PREVENT THE SEWER FROM BEING LOCATED OUTSIDE THE FOOTPRINT OF THE FACILITY THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN QUALITY STANDARDS, OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE SEWER SLOPE.
 - AVOID INSTALLATION ON SLOPES GREATER THAN 3.00%. AVOID COMPACTING NATIVE SOILS. SCARIFY ANY COMPACTED SOIL.
 - GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF ASTM MATERIAL SPECIFICATION 562 FOR WOVEN APPARENT OPENING SIZE OF 0.30 MM (TABLE 1, CLASS I), FOR NON WOVEN APPARENT OPENING SIZE OF 0.30 MM (TABLE 2, CLASS II).
 - STONE STORAGE OPTIONS ARE DOT CA-1, CA-3, CA-7, DISTRICT VULCAN MIX, OR APPROVED ALTERNATE. NO RECYCLED MATERIALS.
 - MINIMUM DISTANCE OF 2 FEET (0.5 FEET IN COMBINED SEWER AREAS) BETWEEN BOTTOM OF BMP AND SEASONALLY HIGH GROUNDWATER LEVEL.
 - UNDERDRAINS ARE REQUIRED IN TYPICAL CLAYEY SOILS WHERE INFILTRATION RATES ARE LESS THAN 0.5 INCH/HR. NO MORE THAN 1 UNDERDRAIN EVERY 30 FEET ON CENTER. PROVIDE A SOIL REPORT DOCUMENTING NATIVE INFILTRATION RATE TO FOREGO UNDERDRAINS. NO FILTER FABRIC COVER SOIL.
 - MULCH LAYER SHALL BE HARDWOOD MULCH OR OTHER NON-FLOATING GROUND COVER.
 - MINIMUM UNDERDRAIN BEDDING OF 2 INCHES, MAXIMUM OF 12 INCHES.
 - FOLLOW THE REQUIRED PRETREATMENT MEASURES LISTED ON THE VOLUME CONTROL PRETREATMENT MEASURES DETAIL.

TECHNICAL GUIDANCE MANUAL	10/11/18
BIORETENTION FACILITY DETAIL	STD. DWG. NO. 1 PAGE NO. 1

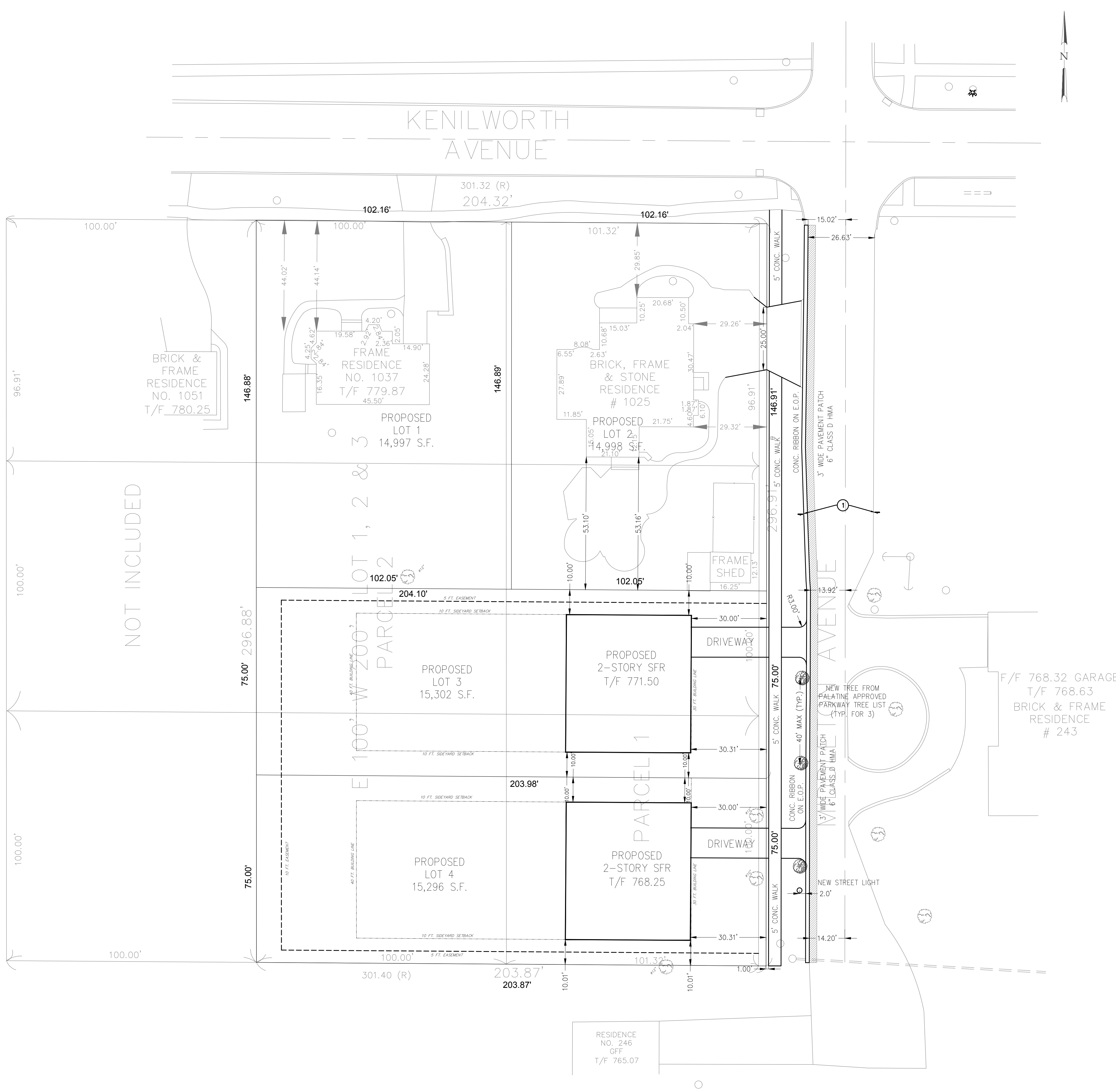
DATE	REVISIONS	PROJECT STAFF
9-14-19	1. PERMITS	PROJECT MANAGER
12-1-19	2. REVISED PERMITS COMMENTS	ENGINEER
4-8-21	3. REVISED PERMITS COMMENTS	ENGINEER
6-1-22	4. REVISED PERMITS COMMENTS	TECHNICIAN

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Attachment: EXHIBIT - Engineering Plans (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub Pj)



1025 Kenilworth, Palatine				
Date: 9.25.20				
	Existing		Proposed	
	Sq. Ft.	Acres	Sq. Ft.	Acres
Lot Area	30906	0.709	14998	0.344
Building	2737	0.063	2737	0.063
Driveway, Walks, Stoops, Patio, etc.	3295	0.076	3156	0.072
Impervious Area	6031	0.138	5893	0.135
Pervious Area	24874	0.571	788	0.018
Percentage Impervious Area (%)	19.51%		39.29%	
Increase in Impervious Area	-138 SF			

1037 Kenilworth, Palatine				
Date: 9.25.20				
	Existing		Proposed	
	Sq. Ft.	Acres	Sq. Ft.	Acres
Lot Area	29688	0.682	14977	0.344
Building	1280	0.029	1280	0.029
Driveway, Walks, Stoops, Patio, etc.	1248	0.029	1248	0.029
Impervious Area	2528	0.058	2528	0.058
Pervious Area	27160	0.623	788	0.018
Percentage Impervious Area (%)	8.52%		16.88%	
Increase in Impervious Area	0 SF			

SIGNAGE LEGEND	
①	NO PARKING THIS SIDE OF STREET (R7-13)

PROJECT STAFF		ISSUE		REVISIONS		DATE
PROJECT MANAGER	B. BOND P.E.	1	PERMIT DRAWINGS			2-14-20
ENGINEER	A. VENTURA	2	REVISED PER VILLAGE COMMENTS			1-14-20
ENGINEER	M. REPPENHAGEN	3	REVISED PER VILLAGE COMMENTS			4-8-21
TECHNICIAN		4	REVISED PER VILLAGE COMMENTS			6-1-22

BCI

BONO CONSULTING, INC.
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FAX: (847) 823-3503
bbono@bonoconsulting.com

SITE PLAN & GEOMETRIC PLAN
ENTIRE SUBDIVISION
PROPOSED SUBDIVISION OF EXISTING LOTS
1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

NOT FOR CONSTRUCTION

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AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NUMBER: 19459
START DATE: NOV. 22, 2019
GRAPHIC SCALE
20 0 20
SCALE: 1"=20'-0"
SHEET NUMBER
5 OF 7

GENERAL CONSTRUCTION NOTES

1. The construction shall be under the general inspection of the Village engineer and the owner's engineer.

2. All work shall be in accordance with the applicable sections of the following specifications:

a. Illinois Department of Transportation (I.D.O.T.) "Standard Specifications for Road and Bridge Construction" April 1, latest edition.

b. "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition.

c. "Illinois Recommended Standards for Sewage Works" as published by the I.E.P.A.

d. "Manual on Uniform Traffic Control Devices" (M.U.T.C.D.) latest edition.

e. The Subdivision and Development Codes and Standards of the local authority.

f. "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois" published by the Association of Illinois Soil and Water Conservation Districts.

Where a contradiction occurs with any part of the standard specifications, the most stringent requirement shall take precedence, as determined by the engineer.

The contract documents (Plans and Specifications/General Notes) shall supersede the standard specifications. If there is a conflict between the plans and specifications, the most stringent requirement shall take precedence, as determined by the engineer.

The contractor shall have at least one copy of all applicable specifications as well as one copy of the contract documents (Plans and Specifications) available at the job site at all times that work is in progress.

3. Should any discrepancies or conflicts on the plans, quantities or specifications be discovered by the contractor, whether prior to awarding or after the award of the contract, the engineer's attention shall be called to the same before work is begun thereon and so that proper corrections can be made.

4. Contract Documents and Drawings:

A. The engineer's drawings (The Plans) shall be included as part of the contract documents.

B. The contractor is required to review the soils report for the site.

C. All bidders shall carefully examine the drawings and specifications prepared for the work. They shall visit the site of the work and acquaint themselves with all local conditions, codes, and requirements affecting the contract. If awarded the contract, they shall not be allowed extra compensation by reason of any unforeseen difficulties or obstacles which the bidder could have discovered or reasonably anticipated prior to the bidding.

D. Should it appear that the work covered by the contract documents is not sufficiently detailed or explained, an RFI form shall be submitted to the engineer for further drawings or explanations as may be necessary to clarify the point in question prior to the contract award. It is the intention of the contract documents to provide a job complete in every respect. The contractor is responsible for this result and to turn over the project in complete operating condition, irrespective of whether the contract documents cover every individual item in minute detail.

5. The Local Department of Public Works and Community Development shall be notified 24 hours in advance to schedule inspections for sidewalk, curb and gutter driveways, aprons, paving, grading, watermain, sewer main and utility services.

6. Work shall not take place without required traffic control devices and barricades in place per the M.U.T.C.D.. Any deficiency of safety or traffic control devices shall be just cause to stop the project until such time as the deficiency is corrected.

7. Village streets shall not be closed without the written permission of the Local Department of Engineering and Community Development and then only after proper notification has been given to the Police and Fire Departments.

8. The contractor shall immediately remove mud, soil or debris deposited on public streets and alleys. Failure to keep streets & alleys clean shall be just-cause for issuance of a Stop Work Order or citation.

9. Signs located in the public right-of-way must not be removed or damaged. If a sign needs to be moved, notify the Public Works Department.

10. Construction materials shall not be stored within the Village Right-Of-Way.

11. The owner/contractor shall be responsible for obtaining all required Federal, State, County, I.E.P.A. permits.

The contractor shall, at his own expense, obtain all other permits, licenses, etc., as may be required for the execution of this work, give all necessary notices, pay all fees required, post all bonds, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety.

All required insurance and/or bonds shall be provided by the contractor as may be required by the permitting agency.

The contractor shall meet all of the requirements of any permits as might be issued for this work by other agencies, and shall pay for at their sole expense any surety or bonds as may be required by the permitting agency.

12. The contractor is responsible for having a set of approved engineering plans with the latest revision date on the job site at all times during the construction period.

13. The contractor shall indemnify and save harmless the owner, Bono Consulting Inc., and their officers and employees; the Village and their officers, employees, agents, and engineers, and from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgment of every nature and description brought or recovered against them, by reason of any act or omission of said contractor, their agents, subcontractors or employees, in the execution of the work or in the guarding of it.

14. The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered and that the actual location of those which are shown may be different from the location as shown on the plans. The contractor is to verify the location of all utilities prior to the start of work and is responsible for damage to same. The contractor shall call J.U.L.I.E. 1-800-892-0123 and the Village public works department for utility locates before excavating.

15. Existing utilities are shown on the plans according to information obtained from utility companies and surveys. The owner and engineer do not guarantee the accuracy or completeness of this information. The contractor shall make their own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement. The contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and proposed improvements. If the contractor encounters a conflict between the proposed improvement and existing utility that was not located in advance by the contractor, then the contractor shall at no cost to owner, relocate the proposed improvements and/or utility to avoid the conflict.

The contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these companies of any and all services or facilities owned or operated by them within the limit of this improvement.

Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the contractor shall notify the respective owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the contractor, including the removal of all cables, manhole covers and other appurtenances which the owner desires to salvage. After such arrangements have been made, the contractor will proceed with the work as directed by the engineer. All utility lines and appurtenances which are abandoned shall be removed and legally disposed of by the contractor.

No extra compensation will be allowed by the contractor for any expense incurred by complying with these requirements or because of delays, inconvenience or interruptions in their work resulting from the failure of any utility company to remove, relocate, reconstruct or abandon their services. The responsibility for prompt and timely removal, relocation, reconstruction or abandonment of their facilities by all utility companies involved, and the coordination of their own work with that of these companies to the end that work on this improvement is not delayed because of the necessary changes in the existing utilities, public or private, shall rest upon the contractor.

16. The flow from any field tiles draining off-site properties shall be maintained. The contractor shall notify the engineer if any such field tiles are encountered and shall show them on a set of as-built plans.

17. All existing utilities or improvements, including walks, curbs, pavements and parkways damaged or removed during construction shall be promptly restored to their respective original condition.

18. All existing pavement or concrete to be removed shall be saw cut along the limits of the proposed removal. Payment for sawing shall be included in the cost of the removal of each item.

19. The contractor is to verify all critical elevations prior to commencing work and if there are any discrepancies, is to notify the engineer immediately. The contractor shall call to the attention of the engineer any errors or discrepancies which may be suspected in the lines and grades which are established by the surveyor, and shall not proceed with the work until any lines and grades which are to be believed to be in error have been verified or corrected by the engineer.

20. No holes are to be left open in the pavement or the parkway over a holiday, weekend, or after 3 p.m. on the day preceding a holiday or weekend.

21. Any bracing, sheeting or special construction methods deemed necessary by the contractor in order to install the proposed improvements shall be considered incidental to the cost of the project. Any additional soils data needed to confirm the contractor's opinions of the subsoil conditions shall be done at the contractor's expense. The contractor shall obtain the owner's written authorization to access the site to conduct a supplemental soils investigation.

22. Whenever the performance of work is indicated on the plans, and no item is included in the contract for payment, the work shall be considered incidental to the contract and no additional compensation will be allowed.

23. All items shown to be removed, shall be legally disposed of off-site.

24. All work performed under this contract shall be guaranteed against all defects in materials and workmanship of whatever nature by the contractor and his surety for a minimum period of 12 months from the date of final acceptance of the work by the Village, other applicable governmental agencies, and the owner.

25. No work shall be performed on adjacent private property without the written permission of the property owner.

EARTHWORK AND GRADING

1. All earthwork shall be done in accordance with the state of Illinois, "Standard Specifications for Road and Bridge Construction," latest edition and "Supplemental Specifications and Recurring Special Provisions," latest edition. Included in this work, but not necessarily limited to the following are: clearing, stripping and stockpiling of topsoil, mass grading and fine grading of the site and roadways, excavation of unsuitable materials and excavation of detention ponds, landscape mound construction, and miscellaneous topsoil respread and seeding.

2. Any earthwork summaries provided by the engineer are intended to be used as a guide for the contractor in determining the scope of the completed project. It is the responsibility of the contractor to determine all material quantities and appraise themselves of all site conditions. The contract price submitted by the contractor shall be considered as lump sum for the complete project. **No claims for extra work will be recognized unless ordered in writing by the owner.**

3. The initial establishment of erosion control procedures and the placement of erosion control fence, etc. shall be installed by the contractor prior to the start of mass grading.

4. All grading operations are to be supervised and inspected by the owner's engineer or their representative. All testing, inspection, and supervision of soil quality, unsuitable soil removal and its replacement, and other soils related operations shall be entirely the responsibility of the soils engineer. No undercut shall be performed or claims for extra work without authorization by the owner and documentation by the soils engineer.

5. Clearing shall consist of the removal and disposal of all obstructions such as trees, hedges, fences, walls, accumulations of rubbish of whatever nature, and all logs, shrubs, brush, grass, weeds, and other vegetation and stumps. These items shall be performed whenever they occur within the street right of ways, and within the limits of construction. Trees to be saved shall be identified by the Engineer on the construction plans. All trees, except those designated to be saved, and all stumps shall be cut and legally disposed of. Trees, stumps, and hedges within the limits of construction shall be removed completely. Trees designated to be saved as indicated on the plans, or as directed by the engineer, shall be protected in accordance with the procedures outlined in Article 201.05 of the "Standard Specifications for Road and Bridge Construction."

6. Strip topsoil down to firm subbase. stockpile quantity necessary for landscaping, and remove other materials from the site.

7. Excavation shall consist of the excavation, removal, and satisfactorily disposal or placement and compaction of all materials taken from within the site for the construction of embankments, subgrade, subbase, shoulders, intersections, ditches, waterways, entrances, approaches and incidental work, and the removal and satisfactory disposal of unstable and unsuitable materials and their replacement with satisfactory materials where required.

8. After stripping and excavating to the proposed subgrade level, as required, the building and parking areas should be proof-rolled with a loaded, tandem-axle dump truck or similar rubber tired vehicle, loaded with at least 9 tons per axle. Proof-rolling aids in providing a firm base for compaction of fills, and help to delineate soft, loose, or disturbed areas that may exist below subgrade level. Proof-rolling is especially important to help evaluate the surficial stability of existing fill soils that may be left in place below floor slabs and pavements. Soils which are observed to rut or deflect excessively (more than 1 inch) under the moving load should either be scarified and re-compacted with a smooth drum vibratory roller for granular soils, a sheeps foot roller for cohesive soils, or undercut and replaced with properly compacted and documented structural fill. The proof-rolling and undercutting activities should be observed and documented by a representative of the geotechnical engineer and should be performed during a period of dry weather. In addition to proof-rolling, the subgrade soils should be scarified and compacted to at least 90 percent of the Modified Proctor maximum dry density ASTM D 698 for a depth of at least 8 inches below the surface.

9. Where encountered, loose sands and asphalt grindings should be re-compacted with a vibratory roller. Clay subgrade soils can be easily disturbed by construction activities and are sensitive to moisture. Therefore, extra care should be used to avoid disturbing these soils during construction activities. If the soils become unstable during construction, or if near surface soft subgrade soils are encountered, it is recommended that coarse aggregate be placed on the subgrade until a stable base for compaction of fill is achieved. Typically, 12 to 24 inches of course aggregate are required, depending in the consistency of the subgrade. The course aggregate should consists of clean, crushed stone gravel between 1/4 and 3 inches in size. The course aggregate should be spread in a max. of 12-inch layers and consolidated with compaction equipment until it is "locked" in place.

10. Topsoil excavation shall consist of the removal and stockpiling, or placing on fill slopes or placing in mounds, of the uppermost layers of organic soil. Topsoil shall be stockpiled on the areas as shown on the plans or as directed by the engineer.

11. Topsoil respread shall consist of placing a minimum of a four (4) inch layer of topsoil over the unpaved areas within the construction limits.

12. 4" topsoil & sod shall be placed on all disturbed areas within the right of way.

13. Refer to the landscape plans for additional information on ground cover & planting requirements.

14. Embankment shall be placed in accordance with Section 205 of the "Standard Specifications for Road and Bridge Construction." All embankments located within structural fill areas shall be constructed to a minimum 95% of the modified proctor density (ASTM D1557). Embankments located in non-structural fill areas shall be constructed to a minimum of 90% of the modified proctor density (ASTM D1557).

15. Completed grading (finished fine grade) for all proposed improvements shall be within a tolerance of plus or minus one-tenth (0.1) feet of design subgrade elevations.

16. The subgrade for the proposed streets and pavement areas shall be proof-rolled by the contractor in the presence of the Village engineer and soils engineer. Any unstable areas encountered shall be removed and replaced as directed by the Village engineer and soils engineer. Any unstable areas shall be documented by the soils engineer.

17. It shall be the responsibility of the contractor to remove from the site any and all materials and debris which results from their construction operations at no additional expense to the owner.

18. When in the opinion of the soils engineer, unsuitable soil conditions are encountered within utility trenches which require the removal of unsuitable materials below the depth of the bedding specified, the contractor shall obtain approval by the owner and the owner's engineer prior to removing the unsuitable soils and replace the material with granular compacted bedding material as directed by the soils engineer and the Village. The depth of the removal and replacement shall be documented by the owner's engineer and witnessed by the contractor.

This work, when approved by the owner and owner's engineer, will be measured and paid for at the contract unit price per cubic yard in place for unsuitable soil which price shall include the removal and off-site disposal of unsuitable soil, the additional bedding material, and all labor, materials and equipment required to perform the work as specified.

19. The contractor shall be responsible for hiring and scheduling a qualified testing firm for all soil testing including CCDD testing.This shall be included in the cost of work.

20. Contractor to install salt-tolerant grass in areas shown to be used for snow stockpiles.

21. Pavement areas to be compacted to 95% mod. proctor and 90% mod. proctor for non-pavement areas.

CONSTRUCTION NOTES

PROPOSED SUBDIVISION OF EXISTING LOTS
1025 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS

NOT FOR CONSTRUCTION

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REPRODUCED, MODIFIED OR SOLD EITHER
WHOLLY OR IN PART, EXCEPT WHEN
AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NUMBER: 19459
START DATE: NOV. 22, 2019
GRAPHIC SCALE
0
SCALE: NTS
SHEET NUMBER
6 OF 7

PROJECT STAFF

PROJECT MANAGER
ENGINEER
DESIGNER
TECHNICIAN

B. BONO P.E.
W. HERRIN
W. HERRIN

ISSUE

1
2
3
4

REVIEW DRAWINGS
REVISED PER VILLAGE COMMENTS
REVISED PER VILLAGE COMMENTS
REVISED PER VILLAGE COMMENTS

REVISIONS

DATE

2-14-20
3-10-20
4-4-21
6-1-22

BCI

BONO CONSULTING, INC.
CIVIL ENGINEERS
1018 BUSSE HIGHWAY PH : (847) 823-3300
PARK RIDGE, IL 60068 FAX: (847) 823-3303
bbono@boniconsulting.com

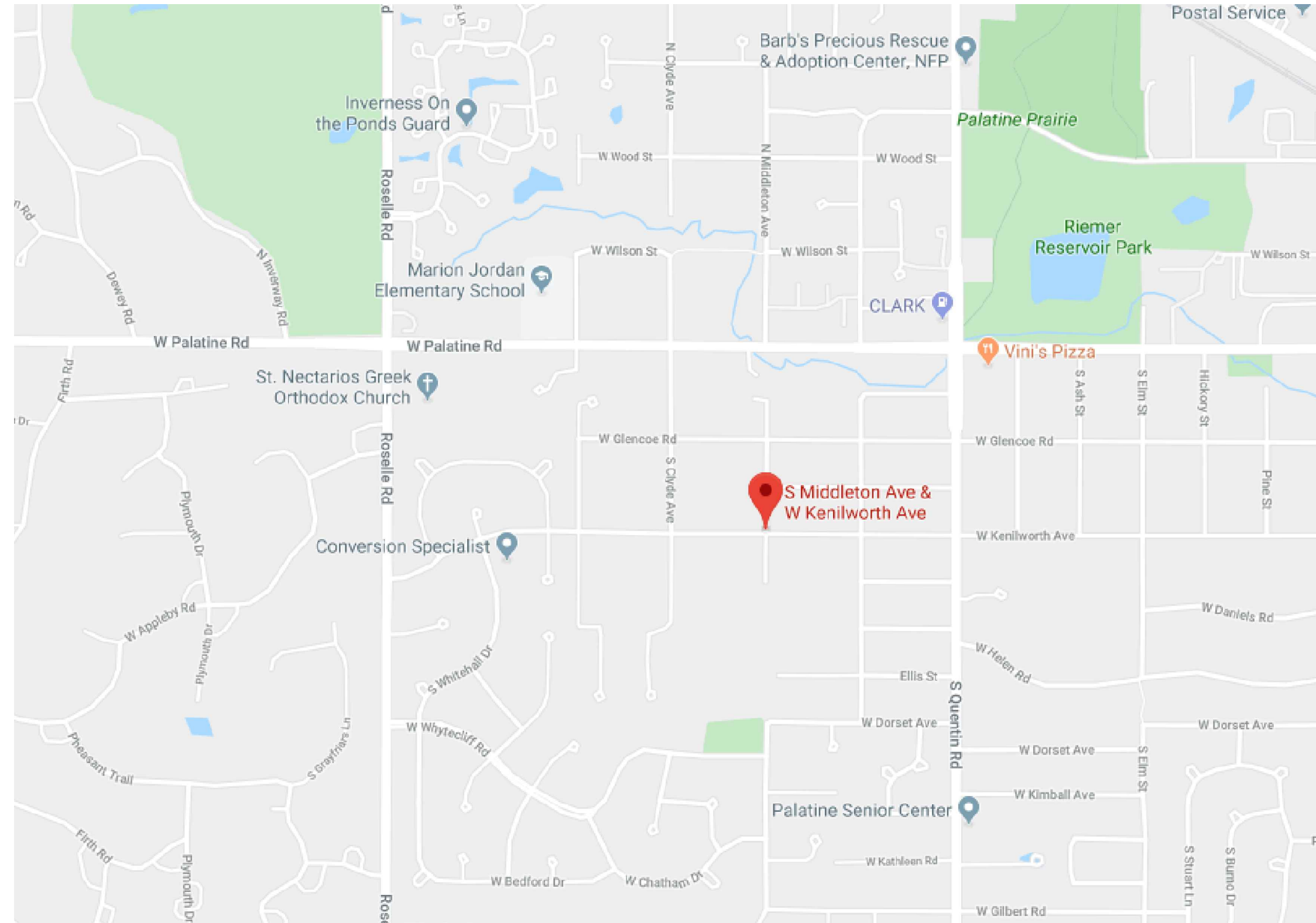
Attachment: EXHIBIT - Engineering Plans (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub Pjd)

Packet Pg. 60

NEW WATERMAIN EXTENSION PLAN KENILWORTH AVE. & MIDDLETON AVE., PALATINE, COOK COUNTY, IL

BENCHMARK INFO
JOB BENCH MARK: CROSS CUT AT NE MIDDLETON AVENUE & KENILWORTH AVENUE, ELEV= 768.35
TRANSFERRED FROM VALVE VAULT RIM BENCHMARK AT SE CROSS GLENCOE ROAD & MIDDLETON AVENUE, ELEV = 778.78. FROM SPACE CO JOB 7583

SITE LOCATION MAP



MURRY AND MOODY, LTD.

Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960

TOPOGRAPHICAL SURVEY

OF

PARCEL 1: LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 29994.82± S.F. / 0.689 ACRES

NOTE

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction.

Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call:

NOTES TO CONTRACTOR

- ALL TRENCHES OR OTHER EXCAVATIONS IN ANY PARKWAY SHALL BE REFILLED AND THE SOD REMOVED IN MAKING SUCH TRENCHES AND EXCAVATIONS SHALL BE REPLACED OR, AFTER REFILLING THE SAME, THE SURFACE SHALL BE SOWED WITH GRASS SEED OR RE-SODDED AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE CARED FOR UNTIL THE SAME IS RESTORED TO AS GOOD CONDITION IN EVERY WAY AS BEFORE THE EXCAVATIONS WERE MADE.
- IT SHALL BE THE DUTY OF EVERY PERSON ENGAGED IN DIGGING INTO ANY STREET, IN PAVING ANY STREET, BUILDING ANY SEWER OR DRAIN OR TRENCH FOR WATER PIPES IN ANY OF THE PUBLIC STREETS OR AVENUES UNDER CONTRACT WITH THE VILLAGE, OR BY VIRTUE OF ANY PERMISSION WHICH MAY HAVE BEEN GRANTED TO THEM BY THE BOARD OF TRUSTEES, OR ANY VILLAGE DEPARTMENT, WHERE SUCH WORK, IF LEFT EXPOSED, WOULD BE DANGEROUS, TO ERECT A FENCE, RAILING OR BARRICADE, AND TO PLACE A SUITABLE COVERING WHERE NECESSARY AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS, AROUND SUCH EXCAVATIONS OR WORK IN SUCH A MANNER AS TO PREVENT DANGER TO PERSONS WHO MAY BE TRAVELING SUCH STREETS, ROADS OR AVENUES AND TO CONTINUE AND UPHOLD SUCH FENCE, RAILING OR BARRICADE UNTIL THE WORK SHALL BE COMPLETED OR THE OBSTRUCTION OR DANGER REMOVED. IT SHALL ALSO BE THE DUTY OF SUCH PERSONS TO PLACE UPON SUCH FENCE, RAILING OR BARRICADE AT TWILIGHT IN THE EVENING SUITABLE AND SUFFICIENT WARNING LIGHTS AND KEEP THEM BURNING THROUGH THE NIGHT DURING THE PERFORMANCE OF SUCH WORK, UNDER THE PENALTY AS PROVIDED IN SECTION 1-1-5 OF THE CODE FOR EVERY NEGLECT, FLARES, LANTERNS, "BOMBS" OR OTHER DEVICES USING A FLAME SHALL NOT BE PERMITTED AS SUITABLE LIGHTS

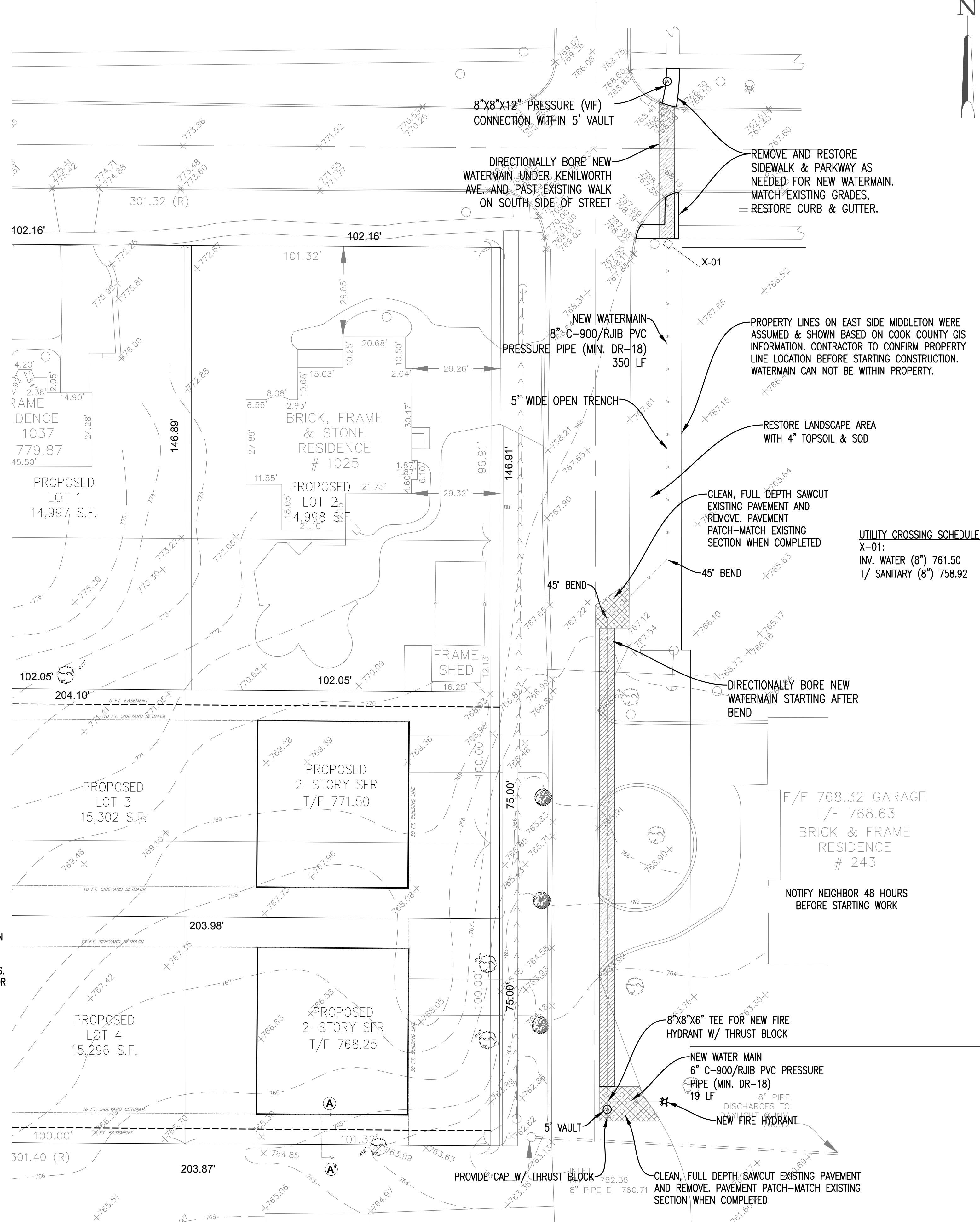
NOTES ON LANE CLOSURE & WORK WITHIN RIGHT-OF-WAY

- ALL LANE CLOSURE AND WORK WITHIN KENILWORTH AVE. & MIDDLETON AVE. TO FOLLOW IDOT AND MUTCD TRAFFIC CONTROL REQUIREMENTS.
- CONSTRUCTION ACTIVITY TO BE BETWEEN 7 AM TO 6 PM.
- STREETS TO BE OPENED COMPLETELY TO TRAFFIC AFTER WORK HOURS. USE STEEL PLATES AND ASPHALT COLD PATCHING OVER TRENCHES FOR ANY WORK THAT NEEDS TO BE CONTINUED TO THE NEXT DAY.



6-2-22

EXP. 11-30-23



DATE	REVISIONS	ISSUE	PROJECT STAFF	PROJECT MANAGER	ENGINEER	DESIGNER	TECHNICIAN
9/14/20	1	PERMIT TRAINING	W. HEPPNER, P.E.	W. HEPPNER, P.E.	A. VERPE		
6/2/22	2	REVISED FOR VILLAGE COMMENTS					

BCI BONO CONSULTING, INC. CIVIL ENGINEERS	1018 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH : (847) 823-3300 FAX : (847) 823-3303 bbono@bonoconsulting.com
PROPOSED WATERMAIN PLAN NEW WATERMAIN EXTENSION KENILWORTH AVE. & MIDDLETON AVE., PALATINE, ILLINOIS	
COPYRIGHT: THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.	
PROJECT NUMBER: 19459	
START DATE: DEC. 16, 2019	
GRAPHIC SCALE	
SCALE: 1"=20'-0"	
SHEET NUMBER	
1 OF 5	

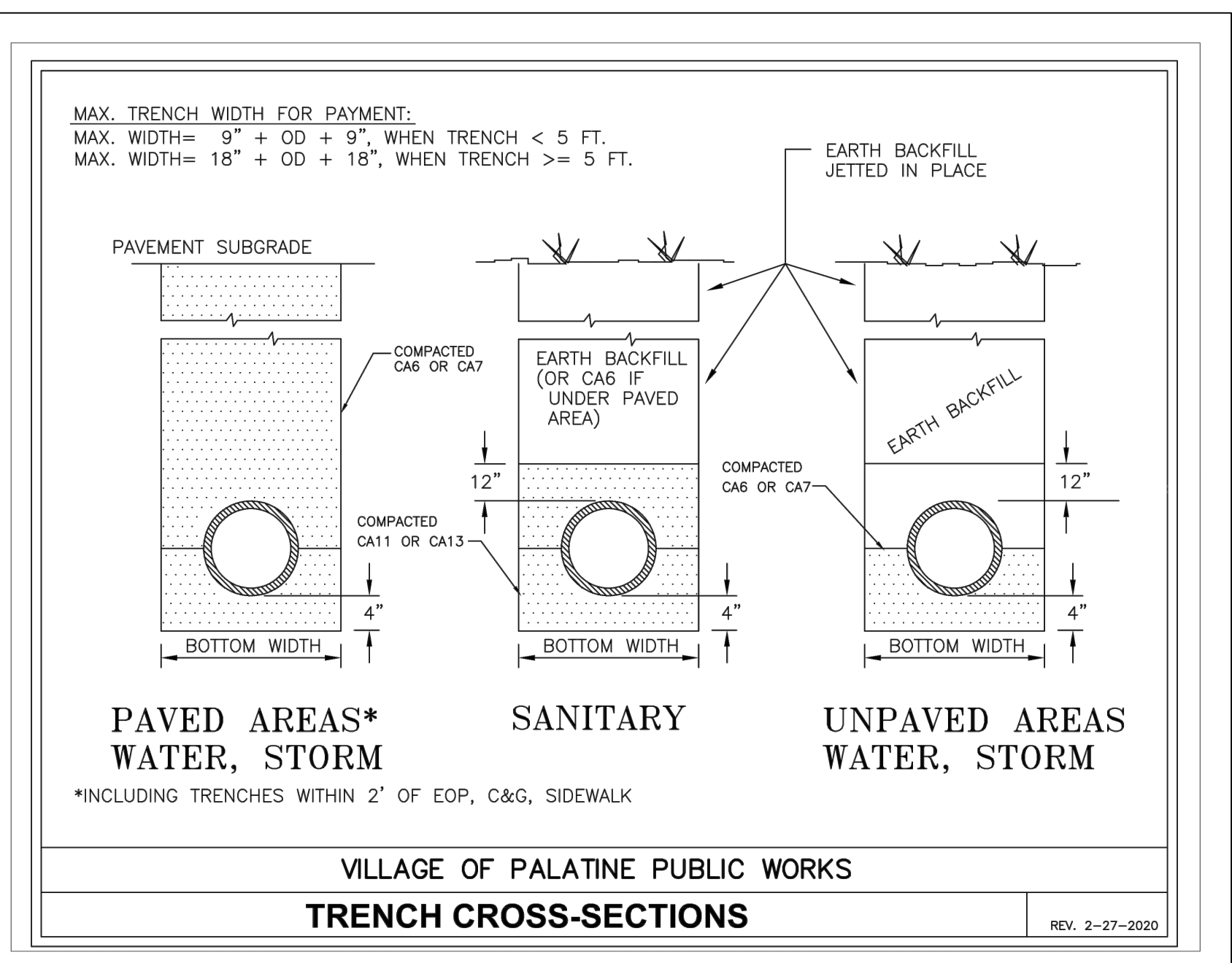
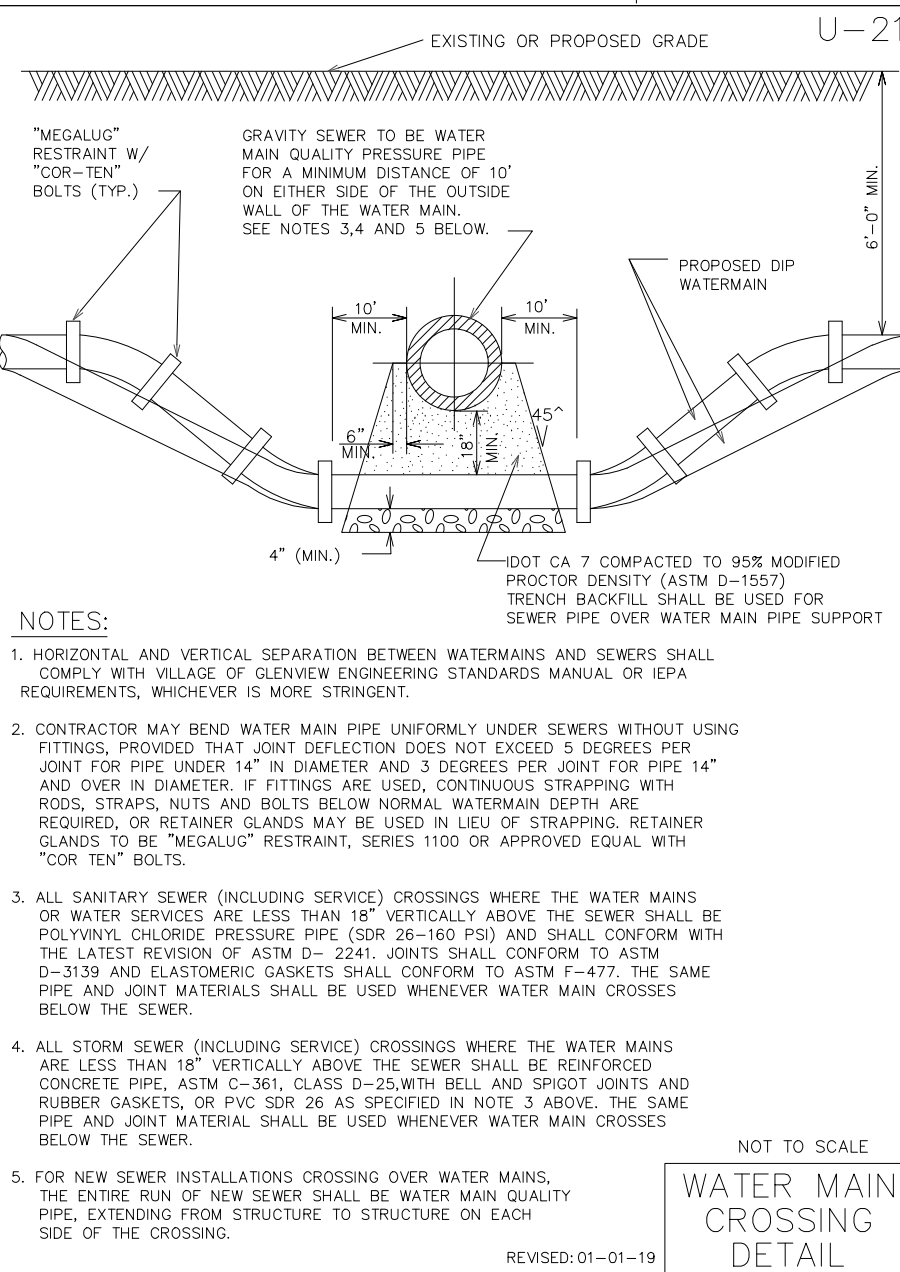
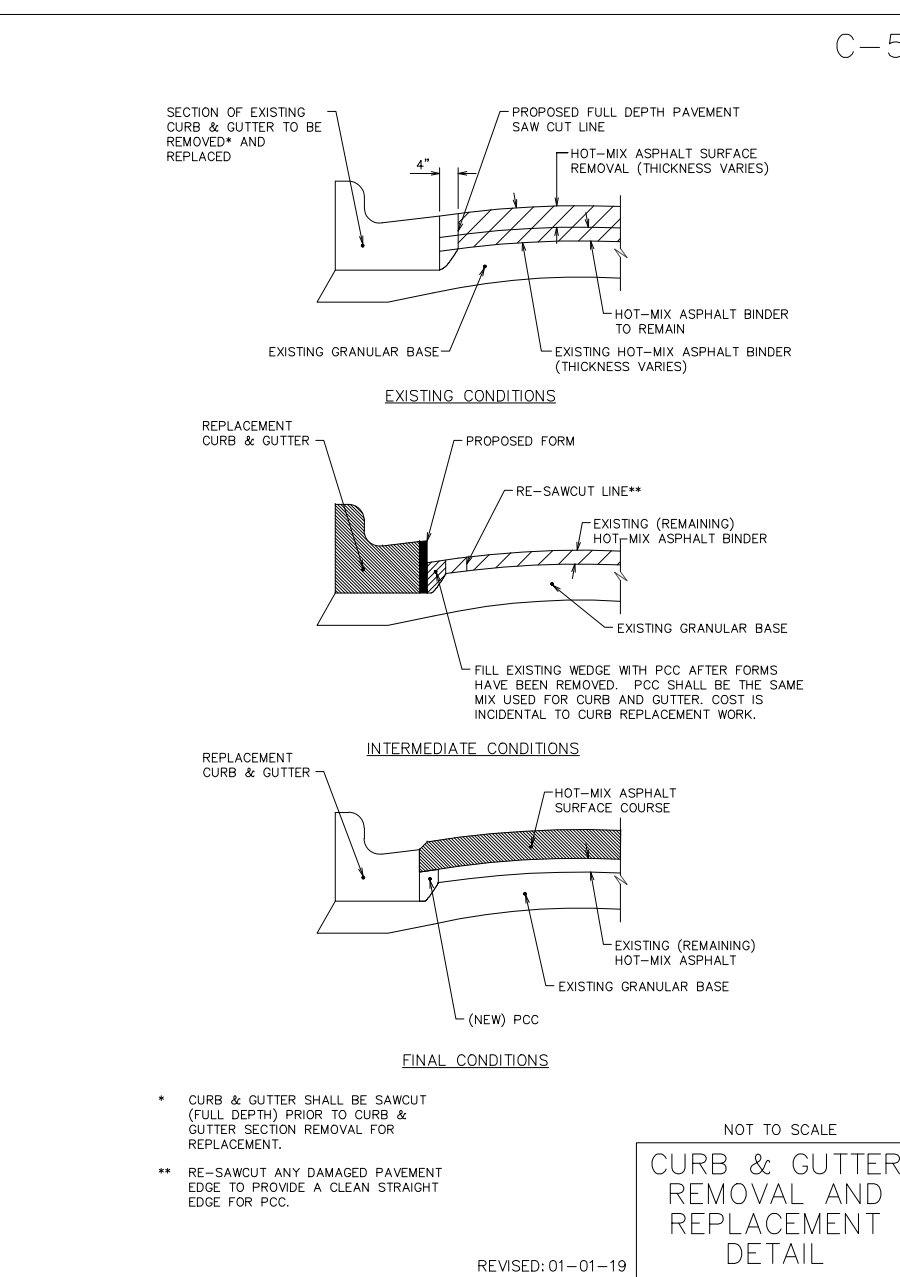
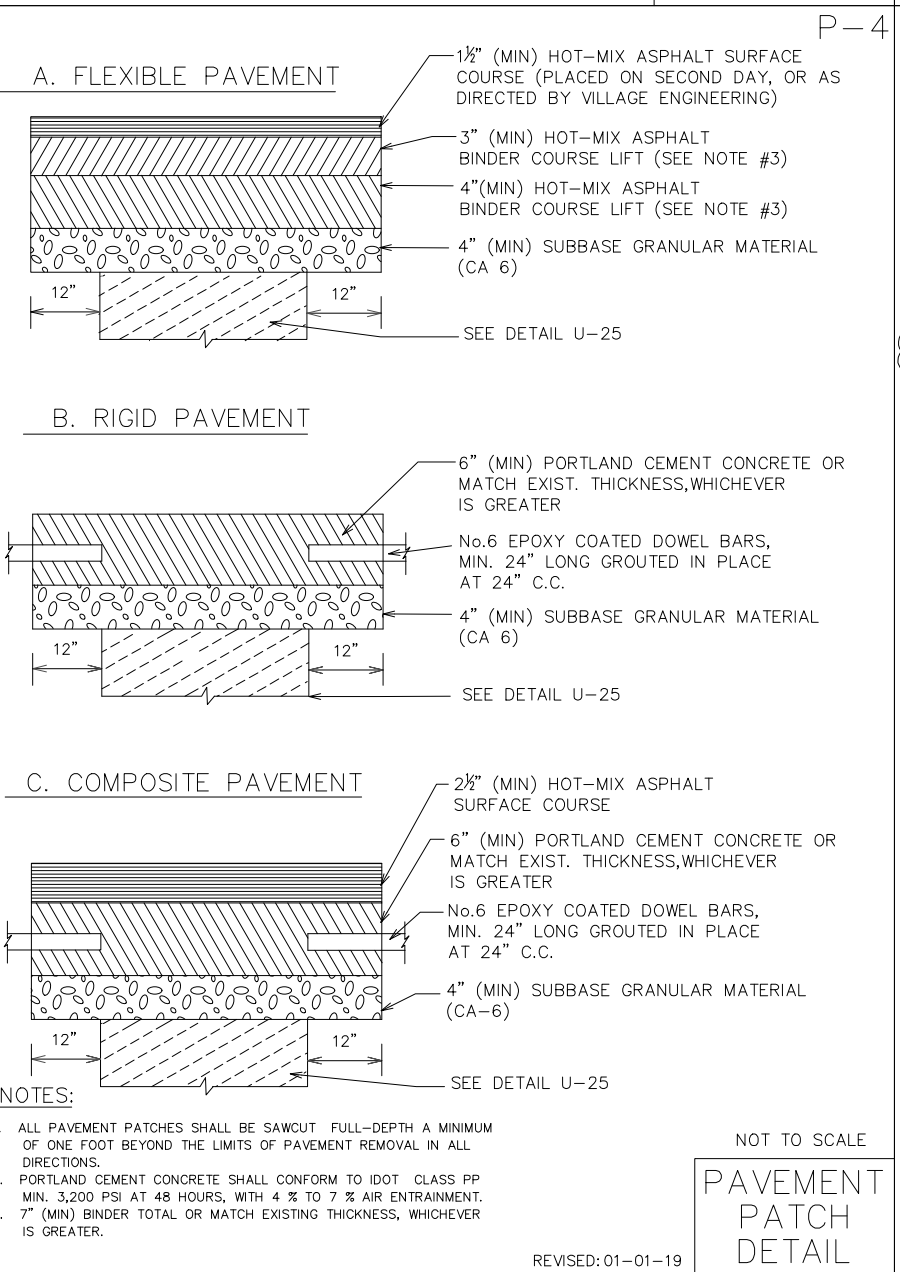
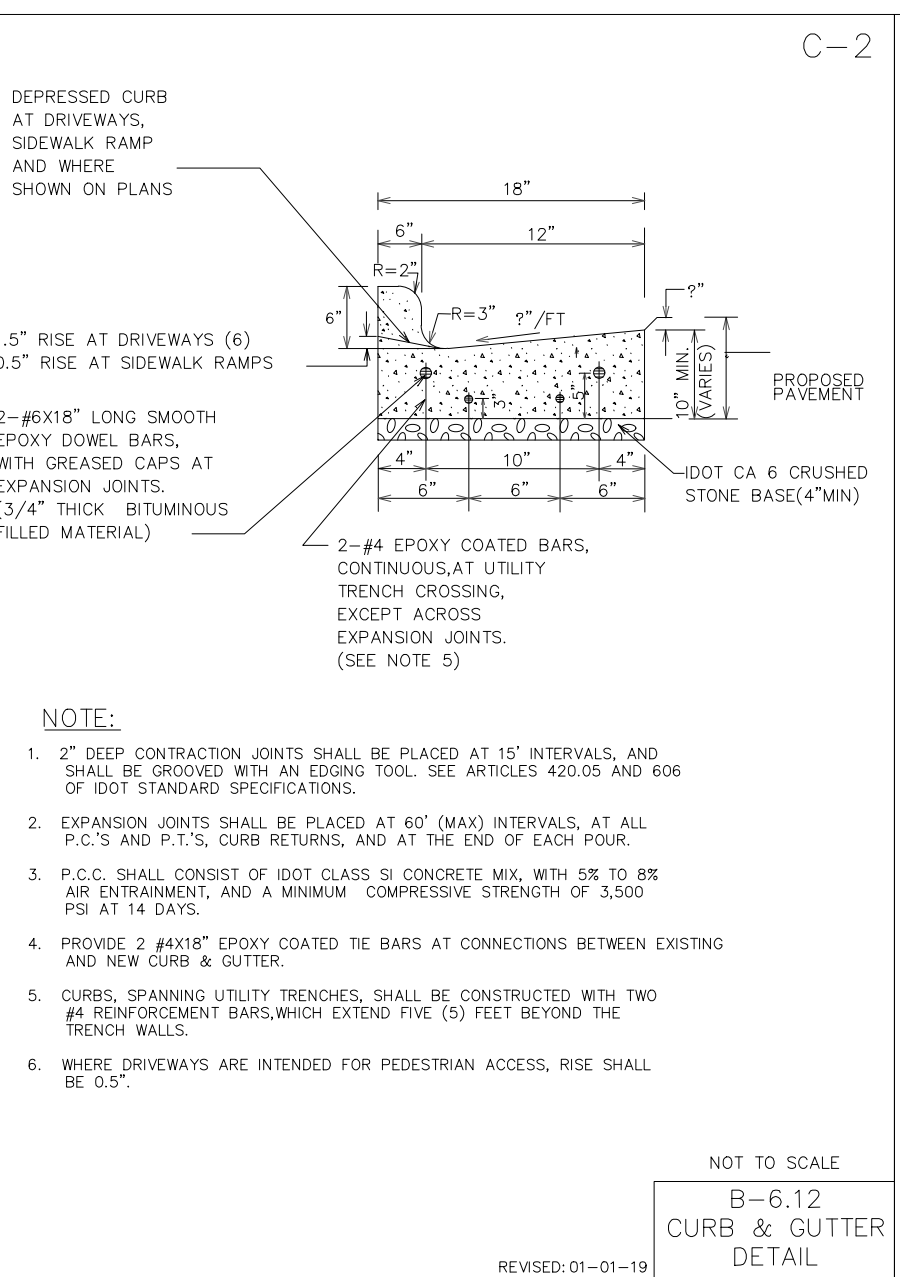
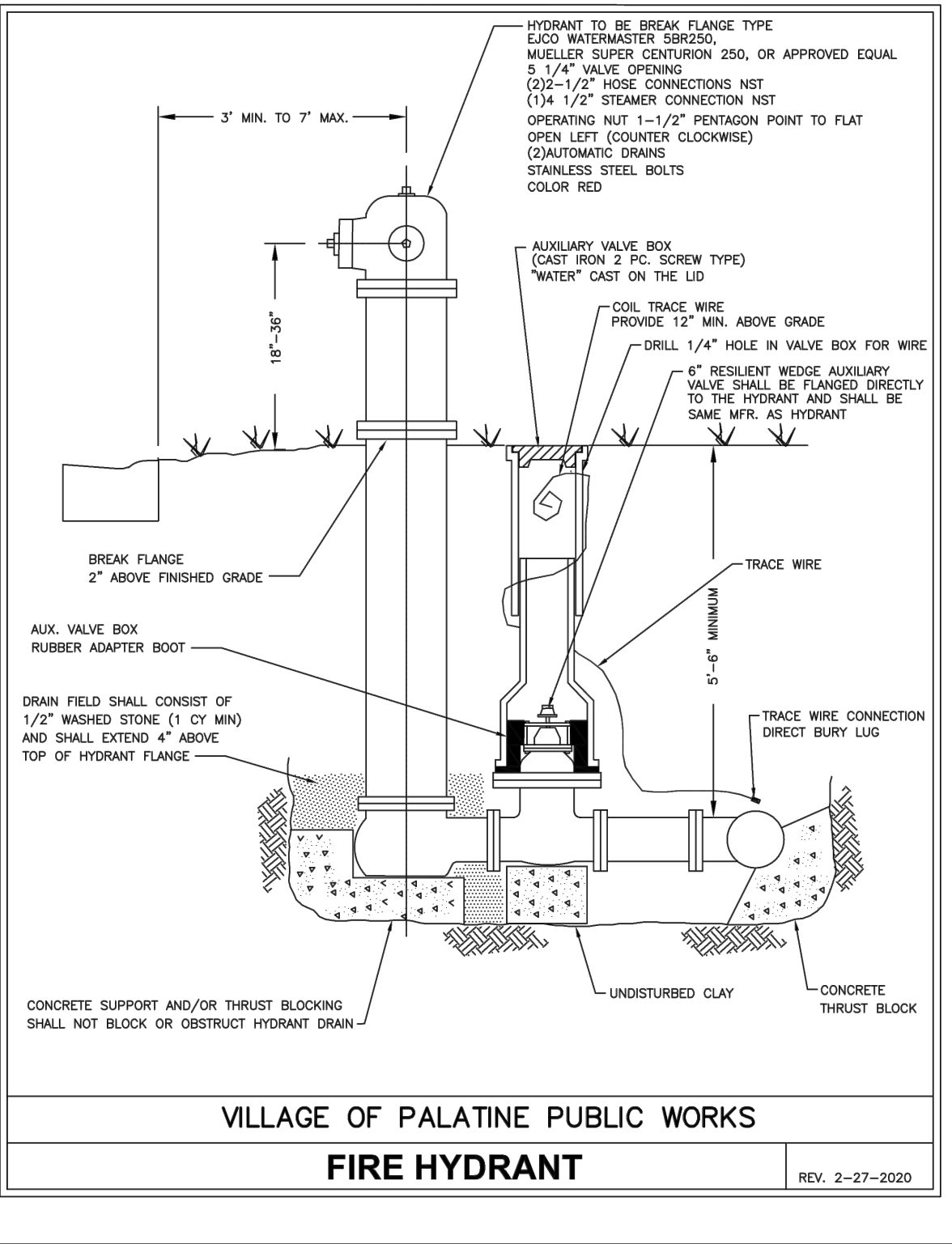
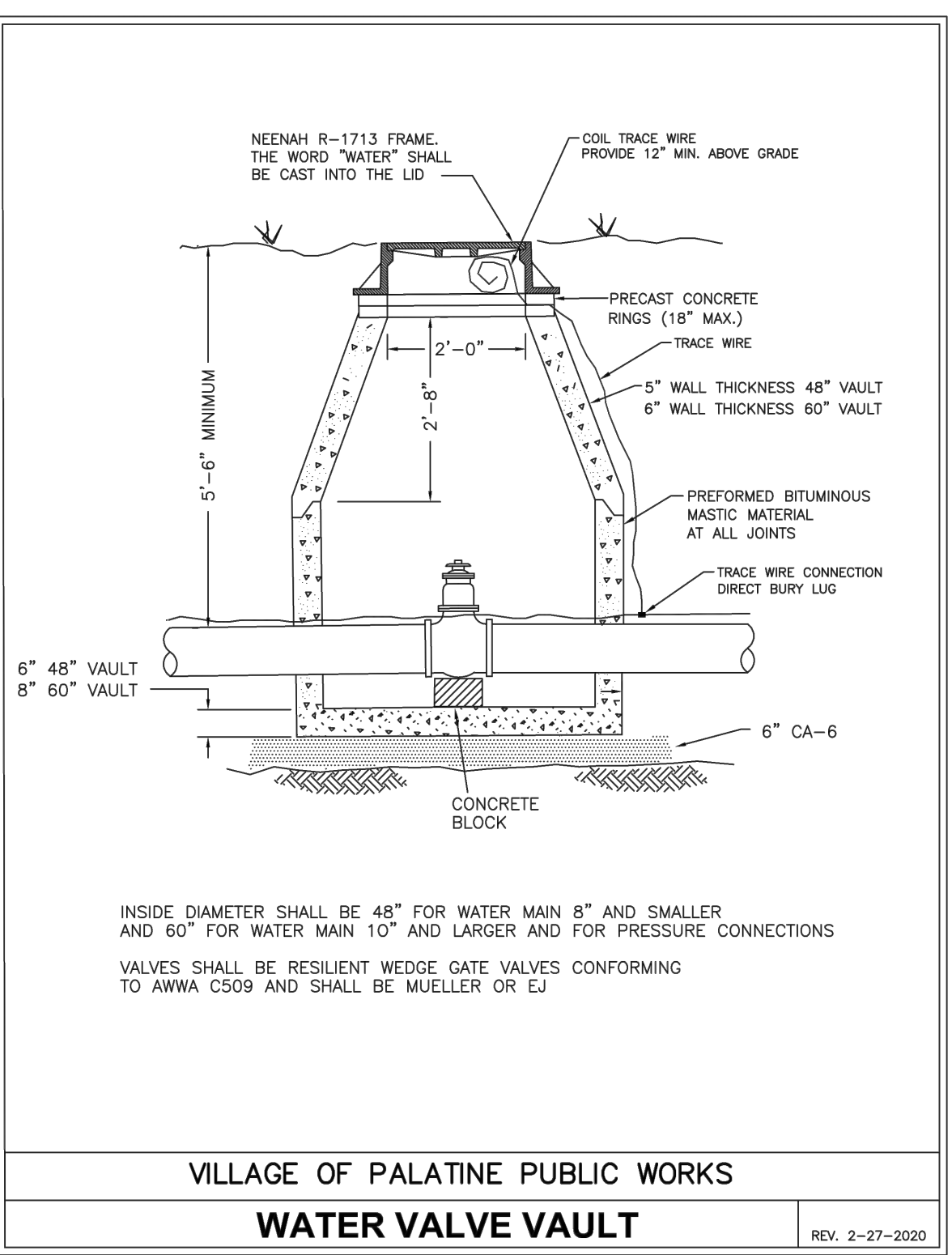
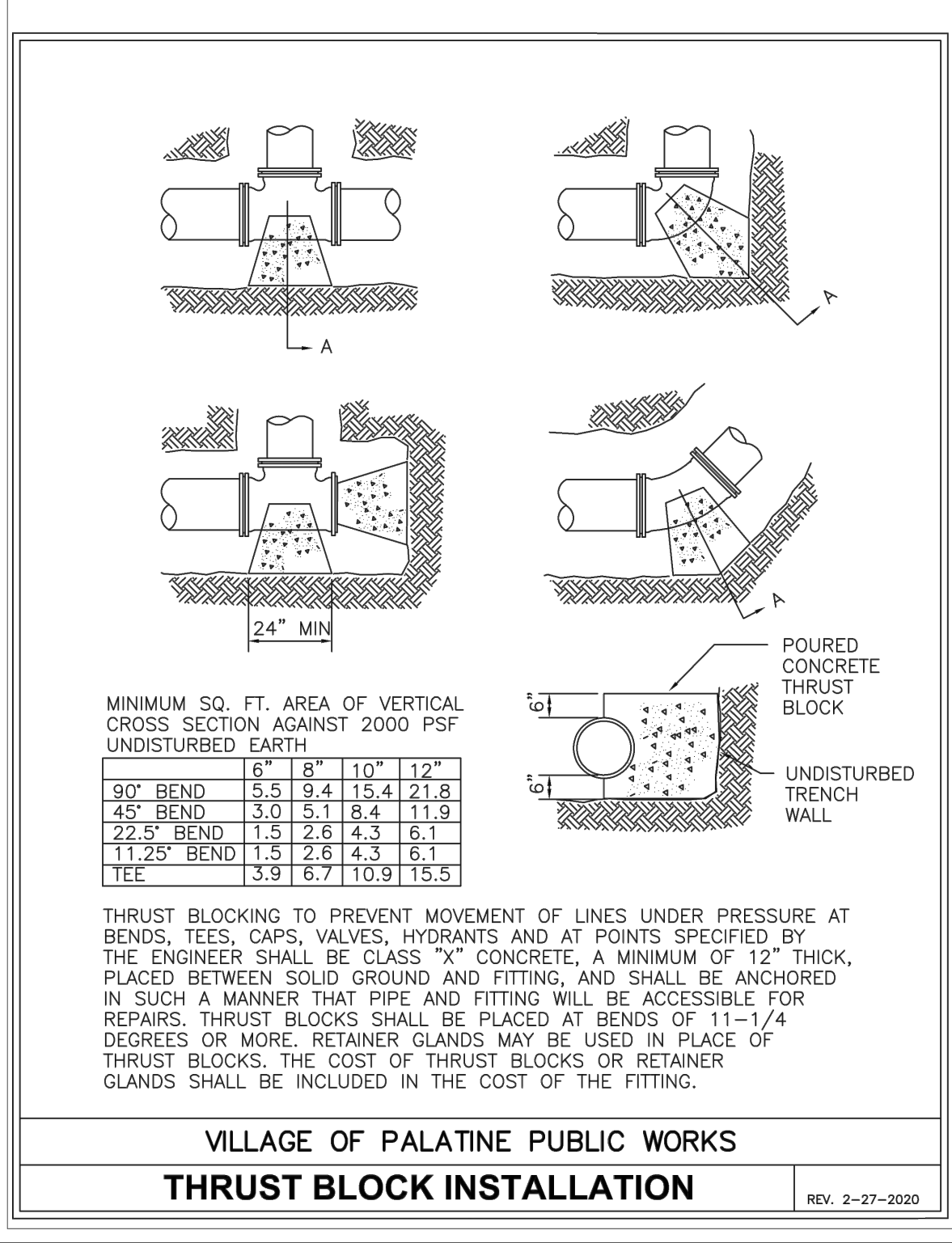
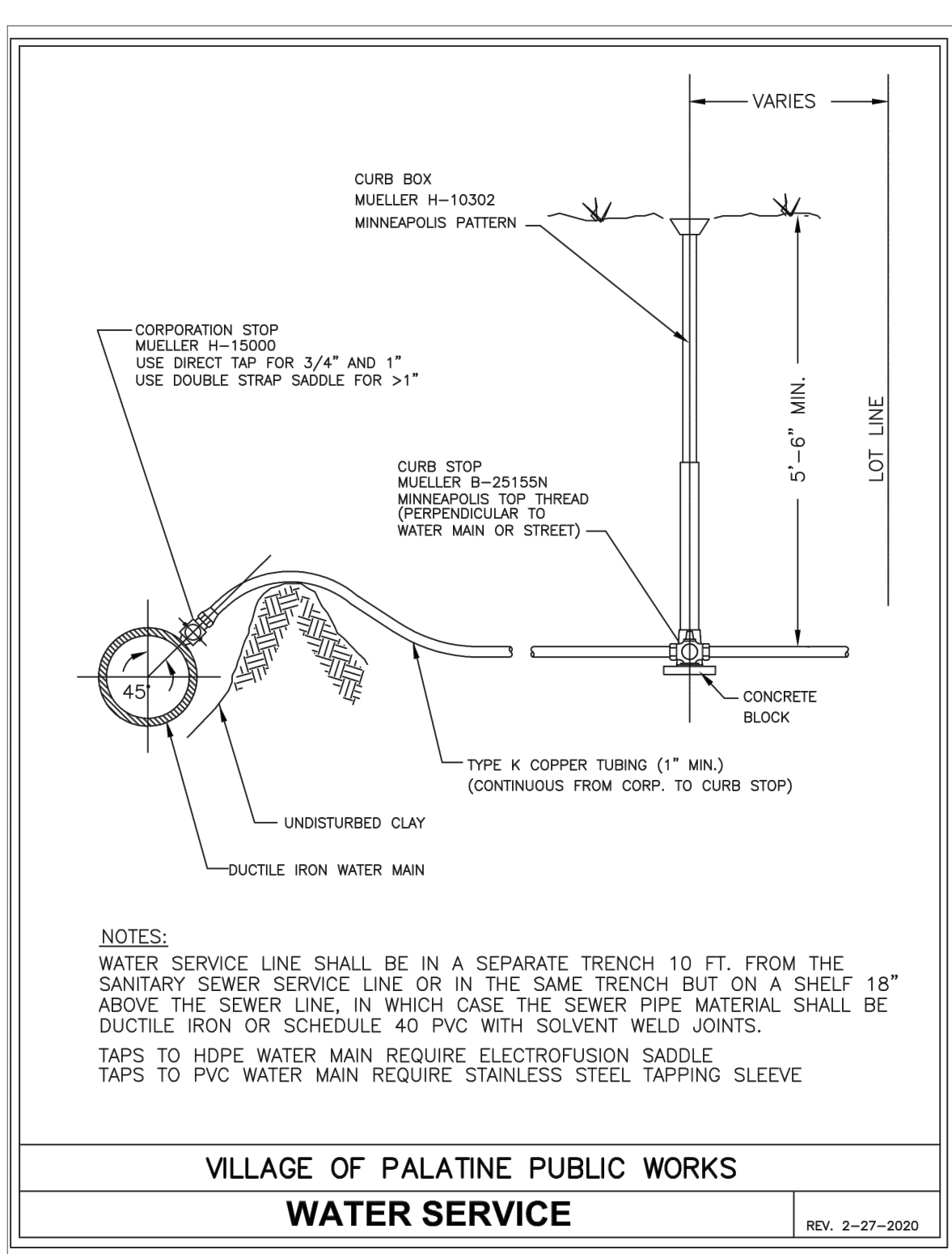
- IEPA NOTES:
- Sewers crossing water mains shall be laid to meet the following specifications:
- Horizontal Separation:
 - Whenever possible, a water main must be laid at least ten feet horizontally from any existing or proposed drain or sewer line.
 - Should local conditions exist which would prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer provided that the water main invert is at least eighteen inches above the crown of the sewer, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
 - If it is impossible to obtain proper horizontal and vertical separation as described in 1 and 2 above, both the water main and sewer must be constructed of pipe material which would conform to water main standards and be pressure tested to assure water tightness before backfilling.
 - Vertical Separation:
 - Whenever water mains cross house sewers, storm drains or sanitary sewers, the water main shall be laid at such an elevation that the invert of the water main is eighteen inches above the crown of the drain or sewer. This vertical separation must be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. This must be measured as the normal distance from the water main to the drain or sewer.
 - Where conditions exist that the minimum vertical separation set forth in 1 above cannot be maintained, or it is necessary for the water main to pass under a sewer or drain, one of the following two measures must be taken:
 - The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten (10) feet.
 - The involved sewer or drain shall be constructed of pipe material which would conform to water main standards until the normal distance from the water main to the sewer is at least ten (10) feet.
 - In making such crossings, center a length of water main pipe over the sewer to be crossed so that the joints will be equidistant from the sewer and as remote there from as possible. Where a water main must cross under a sewer, a vertical separation of eighteen inches between the invert of the sewer and the crown of the water main shall be maintained, along with means to support the larger sized sewer lines to prevent their settling and breaking the water main. The horizontal and vertical separation between water service lines and all sanitary sewers, storm sewers, or any drain should be the same as for water mains, as detailed above, except that when minimum horizontal and vertical separation cannot be maintained, water pipe as described under Vertical Separation above, may be used for sewer service lines.

DEMOLITION NOTES

- Install temporary tree protection fencing prior to any demolition work.
- Protect trenches during excavation or install temporary 6' high chain link fence around the proposed work area as shown on the drawing.
- Contractor to call JULIE at 1-800-892-0123, minimum of 48 hours prior to initiating any excavation or demolition.
- Contractor shall verify the exact elevation and location of all existing utilities and appurtenances prior to construction, to avoid interferences.
- Appropriate precautions shall be taken to avoid damage to and to protect existing utilities and appurtenances in the vicinity of work. Contractor shall be responsible for the protection of all underground or overhead utilities even though they may not be shown on the plans. any utility that is damaged during construction shall be repaired to the satisfaction of the Village and the owner, or replaced.
- Any open excavations, or potentially dangerous areas shall be fenced or guarded in an acceptable manner at the end of each day for the protection of the contractor's employees and general public safety.
- Bono Consulting Inc is not liable for any construction site safety. Contractor to take all OSHA regulated and applicable local safety precautions to safe guard all potentially hazard sites/work.
- Contractor is responsible for keeping roads free of excessive debris at all times.
- Any soil, mud or debris that is washed, tracked, or deposited onto the street shall be removed before the end of each day.
- Topographic survey by Murry & Moody, Ltd.
- All excavation shall be tapered, or, shored and maintained pumped dry.
- Do not create dust or other nuisance to neighboring properties during construction
- "No trespassing" signs shall be mounted on the fencing in conspicuous locations until construction is completed and approved

WATER SYSTEM NOTES

- All watermain/services and water services shall have a minimum cover of 5 1/2 feet.
- Watermains shall be Ductile Iron Pipe, Class 52 conforming to ANSI/A21.51 or AWWA C451. Gaskets and cast iron fittings shall conform to ANSI/A21.11 or AWWA C-140 or G-111. Watermain shall be cement lined in accordance with ANSI/A21.4 or AWWA C-104.
- Water services 2 1/2 inch diameter or smaller shall be Type "K" copper. Compression fittings shall be used to connect new copper pipe to existing service pipe. Water services 3 inch diameter or larger shall be Class 52 Ductile Iron Pipe.
- All new watermain and services 3 inches or larger shall be pressure tested (2 hours - 150 psi) and chlorinated per Village and IEPA requirements. The installation, testing, chlorination and sterilization of all water mains and services shall be performed in accordance with the "Standard Specifications for Water and Sewer Main Construction" and Village standards. A Village inspector **MUST be present for testing and chlorination.** AWWA Sections C-600-77 and C-601 shall apply.
- All watermain shall be bedded with compacted granular CA-6 material with minimum thickness equal to 1/4 the outside diameter of the pipe, but not less than 4 inches.
- Existing water valves shall not be opened/closed without permission of the Village.
- Joints between precast elements, adjusting rings and frames shall be sealed with Butyl Rubber Joint Sealer.
- Thrust blocking shall be installed on watermains at all bends, tees, elbows, offsets, etc.
- The Village Water Department should be contacted for installation questions and/or final inspection of the watermain.
- The contractor is responsible for verifying the location of all existing utilities prior to the start of work and will be responsible for any damage to same.
- Damaged parkway or lawn areas shall be restored with 4 inches of topsoil and sod.
- No "hot taping" is allowed to PVC water main.
- All service taps are required to have a full stainless steel taping clamp (Ford Stainless Steel Saddles Style FC300 or an approved equal).
- No plastic, PVC ABS bends, T's, crosses or valves are allowed in system.
- 12 AWG Tracer Wire is required for watermain installation.



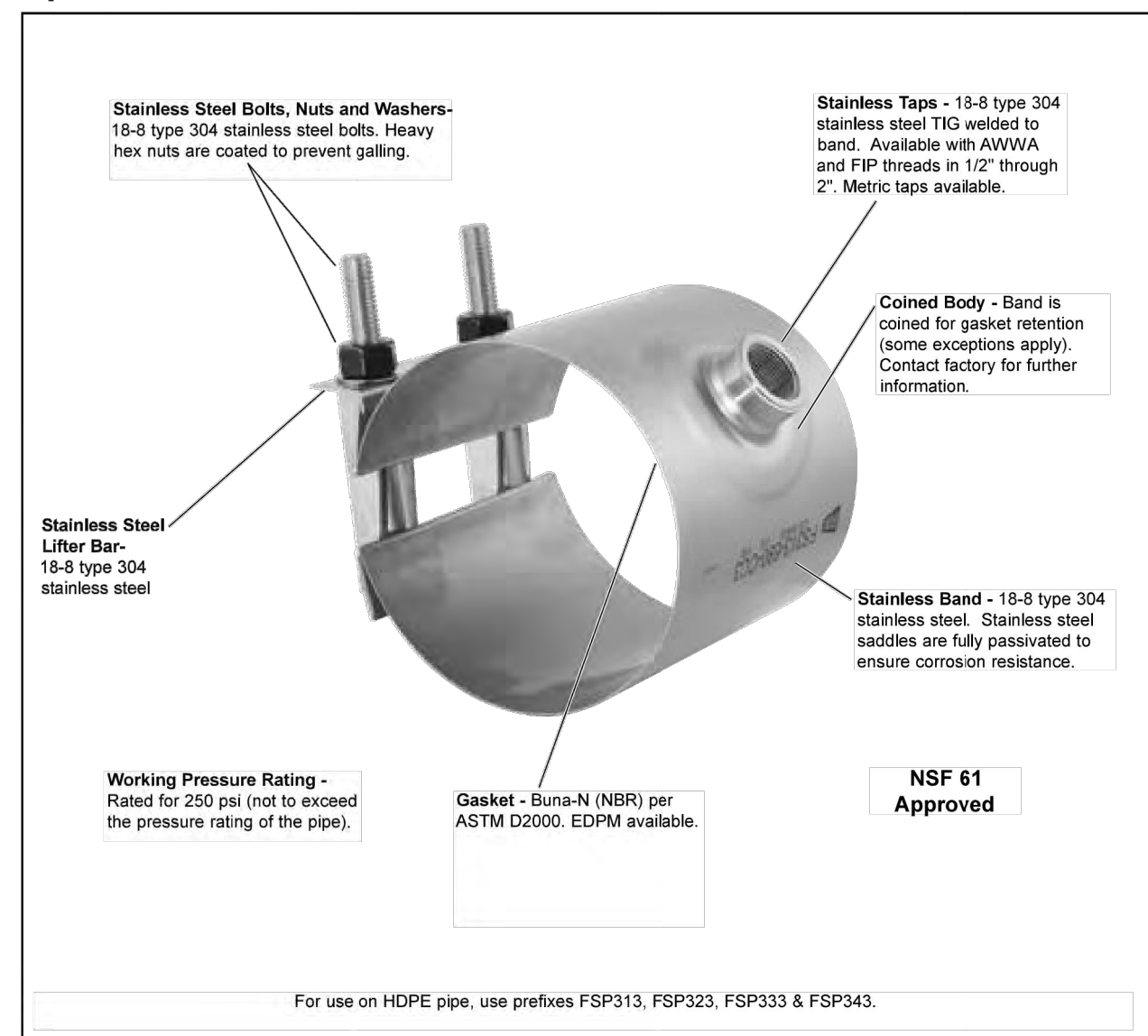
DATE		REVISIONS		PROJECT STAFF		PROJECT MANAGER		ENGINEER		TECHNICIAN	
2-14-20	6-2-22			1	2	W. HERBURA, P.E.	A. VEREPE				
BONO CONSULTING, INC. CIVIL ENGINEERS 1018 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH: (847) 823-3300 FAX: (847) 823-3303 bbono@bonoconsulting.com											
STANDARD NOTES & DETAILS NEW WATERMAIN EXTENSION KENILWORTH AVE. & MIDDLETON AVE., PALATINE, ILLINOIS											
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PROJECT NUMBER: 19459											
START DATE: DEC. 16, 2019											
GRAPHIC SCALE 10 0 10 SCALE: 1"=10'-0"											
SHEET NUMBER 2 OF 5											

Ford Stainless Steel Saddles Style FS300

For 1/2" through 2" Taps

Ford Stainless Steel Saddles are designed for use where corrosive conditions exist. Designed for all pipe types, the stainless steel construction allows the saddle to conform, reducing stress on the pipe.

Specifications



AA-32

Ford Stainless Steel Saddles Style FS300

For 1/2" through 2" Taps

Nom. Pipe Size	O.D. Range	Catalog Number	Bolt Size	Bolt Qty.	Band Width		No. Of Sections	Approx. Wt. Lbs. By Tap Size	
					1/2" - 1"	1-1/4" - 2"		1/2" - 1"	1-1/4" - 2"
FS313 SINGLE BAND									
2"	2.38	FS313-238-Tap	1/2"	1	4"	-	1	1.9	-
2-1/2"	2.88	FS313-288-Tap	1/2"	1	4"	-	1	1.9	-
	3.50	FS313-350-Tap	1/2"	1	4"	-	1	2.2	-
3"	3.50-4.10	FS313-410-Tap	1/2"	1	4"	-	1	2.2	-
4"	4.50-4.80	FS313-480-Tap	1/2"	2	6"	7-1/2"	1	3.3	3.9
	4.80-5.20	FS313-520-Tap	1/2"	2	6"	7-1/2"	1	3.3	3.9
5"	5.56	FS313-556-Tap	5/8"	2	6"	7-1/2"	1	4.4	4.8
	5.80-6.40	FS313-640-Tap	5/8"	2	6"	7-1/2"	1	4.4	4.8
6"	6.40-6.80	FS313-680-Tap	5/8"	2	6"	7-1/2"	1	4.7	5.1
	6.80-7.20	FS313-720-Tap	5/8"	2	6"	7-1/2"	1	4.7	5.1
8"	8.00-8.40	FS313-840-Tap	5/8"	2	6"	7-1/2"	1	5.2	5.8
	8.40-8.80	FS313-880-Tap	5/8"	2	6"	7-1/2"	1	5.2	5.8
10"	10.00-10.40	FS313-1040-Tap	5/8"	2	6"	7-1/2"	1	5.8	8.7
	10.40-10.80	FS313-1080-Tap	5/8"	2	6"	7-1/2"	1	5.8	8.7
12"	12.00-12.40	FS313-1240-Tap	5/8"	2	6"	7-1/2"	1	6.4	9.3
	12.40-12.80	FS313-1280-Tap	5/8"	2	6"	7-1/2"	1	6.4	9.3
FS323 DOUBLE BAND									
4"	4.74-5.54	FS323-554-Tap	5/8"	4	6"	7-1/2"	2	5.2	6.7
6"	6.40-7.20	FS323-720-Tap	5/8"	4	6"	7-1/2"	2	5.1	5.8
	8.40-9.20	FS323-920-Tap	5/8"	4	6"	7-1/2"	2	6.3	7.8
8"	10.70-11.50	FS323-1150-Tap	5/8"	4	6"	7-1/2"	2	7.0	9.0
	12.70-13.50	FS323-1350-Tap	5/8"	4	6"	7-1/2"	2	8.0	11.0
10"	14.00-14.80	FS323-1480-Tap	5/8"	4	6"	7-1/2"	2	10.0	12.0
	14.80-15.60	FS323-1560-Tap	5/8"	4	6"	7-1/2"	2	10.0	12.0
12"	15.60-16.40	FS323-1640-Tap	5/8"	4	6"	7-1/2"	2	10.0	12.0
	16.40-17.20	FS323-1720-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
14"	17.20-18.00	FS323-1800-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
	18.00-18.80	FS323-1880-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
16"	18.80-19.60	FS323-1960-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
	19.60-20.40	FS323-2040-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
18"	20.40-21.20	FS323-2120-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
	21.20-22.00	FS323-2200-Tap	5/8"	4	6"	7-1/2"	2	10.5	12.5
FS333 TRIPLE BAND									
4"	21.40-22.60	FS333-2260-Tap	5/8"	6	6"	7-1/2"	3	14.5	17.0
6"	22.60-24.00	FS333-2400-Tap	5/8"	6	6"	7-1/2"	3	14.5	17.0
	24.00-25.40	FS333-2540-Tap	5/8"	6	6"	7-1/2"	3	14.5	17.0
8"	25.40-26.80	FS333-2680-Tap	5/8"	6	6"	7-1/2"	3	15.5	17.5
	26.80-28.20	FS333-2820-Tap	5/8"	6	6"	7-1/2"	3	15.5	17.5
10"	28.20-29.60	FS333-2960-Tap	5/8"	6	6"	7-1/2"	3	15.5	17.5
	29.60-31.00	FS333-3100-Tap	5/8"	6	6"	7-1/2"	3	15.5	17.5
12"	31.00-32.40	FS333-3240-Tap	5/8"	6	6"	7-1/2"	3	17.0	19.5
	32.40-33.80	FS333-3380-Tap	5/8"	6	6"	7-1/2"	3	17.0	19.5
FS343 QUAD BAND									
4"	38.80-37.00	FS343-3700-Tap	5/8"	8	6"	7-1/2"	4	21.0	24.0
6"	37.50-38.10	FS343-3810-Tap	5/8"	8	6"	7-1/2"	4	21.0	24.0

Other sizes and ranges available. Contact factory for details.

For use on HDPE pipe, use prefixes FSP313, FSP323, FSP333 & FSP343.

AA-33

7.26

Mueller Co.

CURB BOXES - EXTENSION TYPE WITH MINNEAPOLIS PATTERN BASE

Rev. 8-04



Extension type curb box with Minneapolis pattern base - for 1/2" through 2" curb valves

The base is tapped to attach to the threaded top of the Minneapolis pattern curb valves. This arrangement helps to prevent frost heave from separating the box from the valve, and excludes dirt and debris. The box is cast iron and is furnished with a cast iron lid and brass pentagon plug (the H-1032 is furnished with a one piece lid that requires a spanner wrench to remove - wrench ordered separately). The upper part of the box is spring loaded and telescopes into the base to allow for grade adjustments within the range given in the dimension charts. Stationary rods, shut-off rods, and pentagon keys are optional and are ordered separately.

Box Selection

Curb Valve & Size	Box Catalog Number	Box Inside Diameter	Base Tapping
3/4"	H-10300	1-1/4"	1-1/2"
	H-10302	1-1/2"	2-1/2" (1-1/2" bushing)
	H-10312**	1"	1-1/2"
	H-10332**	1"	1-1/2"
	H-10300-99008	1-1/4"	2" (1-1/2" bushing)
	H-10302-99004	1-1/2"	2" (1-1/2" bushing)
	H-10300	1-1/4"	1-1/2"
	H-10302	1-1/2"	2-1/2" (1-1/2" bushing)
	H-10312**	1"	1-1/2"
	H-10332**	1"	1-1/2"
1"	H-10300-99008	1-1/4"	2" (1-1/2" bushing)
	H-10302-99004	1-1/2"	2" (1-1/2" bushing)
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
1-1/2"	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
2"	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
MARK II*	H-10300	1-1/4"	1-1/2"
	H-10302	1-1/2"	2-1/2" (1-1/2" bushing)
	H-10312**	1"	1-1/2"
	H-10332**	1"	1-1/2"
	H-10300-99008	1-1/4"	2" (1-1/2" bushing)
	H-10302-99004	1-1/2"	2" (1-1/2" bushing)
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
ORISEAL®	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"
	H-10300-99002	1-1/4"	2"
	H-10302-99005	1-1/2"	2"
	H-10302-99007	1-1/2"	2-1/2" (2" bushing)
	H-10312-99000	1"	2"
	H-10332-99000	1"	2"

** The H-10312 and H-10332 are the same except that the H-10312 has a one piece lid and the H-10332 has a combination lid and pentagon plug.

TO ORDER BOXES SPECIFY EXTENDED LENGTH, SIZE OF MINNEAPOLIS THREAD AND CATALOG NUMBER

CURB BOXES - EXTENSION TYPE WITH MINNEAPOLIS PATTERN BASE

Mueller Co.

7.27

Rev. 8-04

Dimensions and Optional Stationary Rod

H-10300, H-10302 and H-10304 Curb boxes

Curb box catalog number	Box length extended	Box length fully retracted	Weight lbs.	Optional stationary rod Part No.	L'gth inches
H-10300	24	610	18.00	457.0	12.0
	30	762	18.00	457.0	14.0
	36	914	24.00	610.0	15.0
	42	1067	30.00	762.0	16.0
	48	1219	36.00	914.0	17.0
	54	1372	42.00	1067.0	18.0
	60	1524	48.00	1219.0	19.0
	66	1676	54.00	1372.0	20.0
	72	1829	60.00	1524.0	21.0
	78	1981	66.00	1676.0	22.0
H-10302	24	610	21.44	544.5	13.0
	30	762	21.44	544.5	15.0
	36	914	24.00	610.0	16.0
	42	1067	30.00	762.0	17.0
	48	1219	36.00	914.0	18.0
	54	1372	42.00	1067.0	19.0
	60	1524	48.00	1219.0	20.0
	66	1676	54.00	1372.0	21.0
	72	1829	60.00	1524.0	22.0
	78	1981	66.00	1676.0	23.0
H-10304	24	610	21.44	544.5	13.0
	30	762	21.44	544.5	15.0
	36	914	24.00	610.0	16.0
	42	1067	30.00	762.0	17.0
	48	1219	36.00	914.0	18.0
	54	1372	42.00	1067.0	19.0
	60	1524	48.00	1219.0	20.0
	66	1676	54.00	1372.0	21.0
	72	1829	60.00	1524.0	22.0
	78	1981	66.00	1676.0	23.0

Extra lids and plug

Lid with Plug

Plug only

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No: 1.14.1
Prepared by: Bill Travnick	Installation of Trace Wire on Water Mains	Page: 1 of 5
Approved by: Jeff Loll		Supersedes: 1-22-08
		Effective: 10-19-11

GENERAL

- This Construction Standard governs trace wire installation on water mains. A 14 gauge or larger trace wire shall be installed on all water mains. **Exception:** Water mains as part of a relocation project shall have trace wire installed:

- If the length of the relocated section is 600' or greater
- The length of the relocated section is between 200' and 600' and includes a valve (including hydrant branch valves)
- The main being relocated currently has trace wire on it
- All relocated PVC and HDPE water mains
- Where called for on project drawings

Typical hydrant branches, that are perpendicular to the water main, do not require trace wire. Trace wire shall be installed on non-typical hydrant branches (i.e. dog-legged hydrant branch).

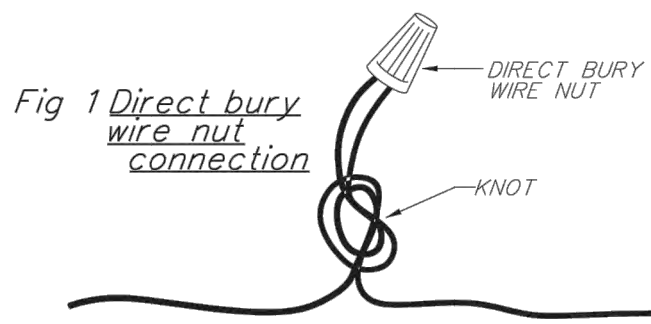
- Take care to protect the wire insulation and repair it with electrical tape if the coating is damaged. Always attach the wire to the lead end of the pipe when boring or plowing and avoid kinking or tangling the wire during installation. Because of the tremendous strain on trace wire when using directional boring equipment, three 10 or 12 gauge wires should be pulled with the main in case one or two wires break.

APPROVED TRACE WIRE MATERIAL

- Trace wire for direct bury installations shall be #14 AWG Copper Clad Steel wire as manufactured by Copperhead Industries, LLC #14 AWG solid Copper wire with 30 mil high molecular weight polyethylene insulation as manufactured by Agave Wire LTD, or approved equal.
- Trace wire for water mains installed by directional boring shall be #12 or #10 AWG copper clad steel wire as manufactured by Copperhead Industries, or approved equal.
- Blue tri-view plastic markers by Rhino w/Test Screws
- 4 ft U-channel posts
- Valve Box Top Sections
- Direct Bury Wire Nuts (Dryconn Direct Bury Wire Nut (10444) manufactured by King Innovation, DBY-6 or DBR-6 as manufactured by 3M or approved equal).
- Direct Bury Lug (Dryconn Direct Bury Lug as manufactured by King Innovation or approved equal).

TRACE WIRE CONNECTIONS

Joining Ends of Trace Wire: Connections into existing trace wire, connections into trace wire used during water main bores, connections between one spool of trace wire to another, and other similar connections shall be made using a direct bury wire nut.



METROPOLITAN UTILITIES DISTRICT	Construction Standard	No: 1.14.1
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Approved by: Jeff Loll		Supersedes: 1-22-08
		Effective: 10-19-11

When connecting trace wire ends together, strip 5/8" of insulation from the end of each wire. Insert the two ends firmly into the direct bury wire nut. Twist the wire nut clockwise while pushing the wires firmly into the nut. Do not over torque. Tie the wires in a knot as shown in Fig 1.

Joining Trace Wire - Branch to Main: Connections of trace wire at tees, crosses, and at locations where the trace wire will be brought to the surface shall be conducted using a direct bury lug. Refer to Fig 2 for this connection style.

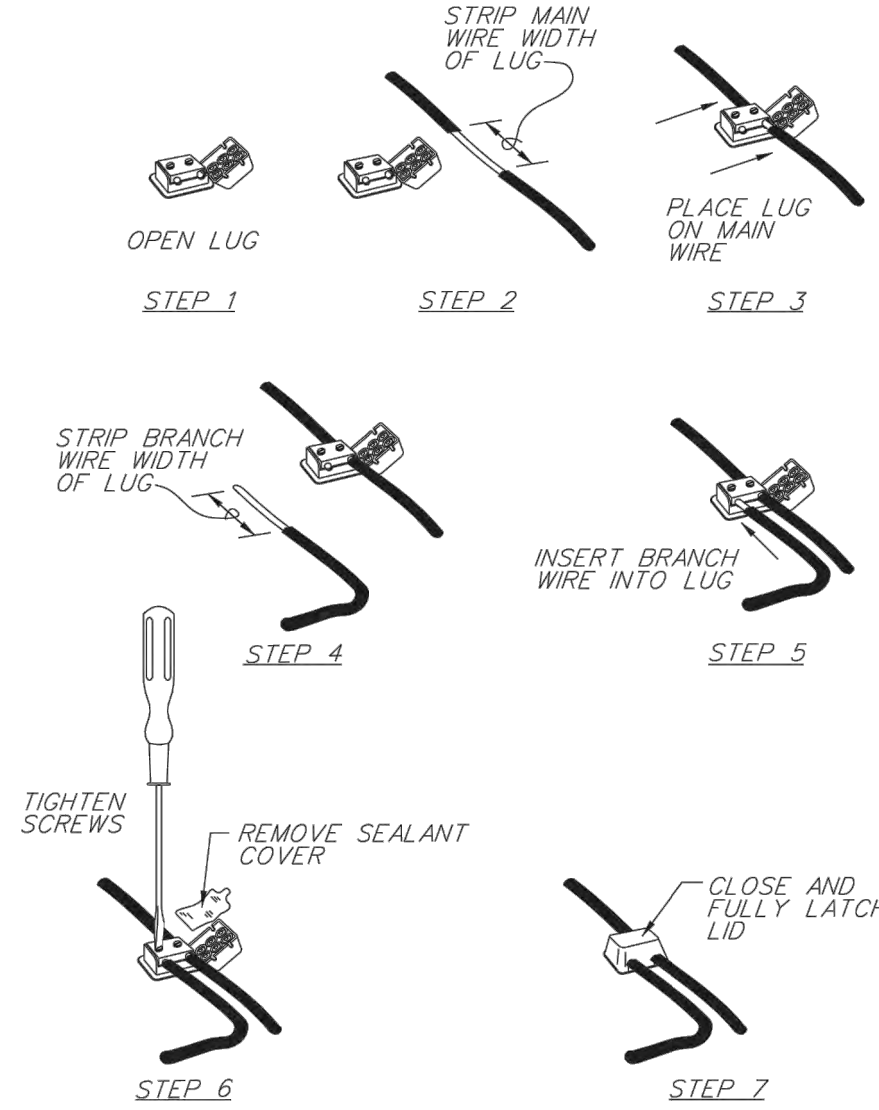
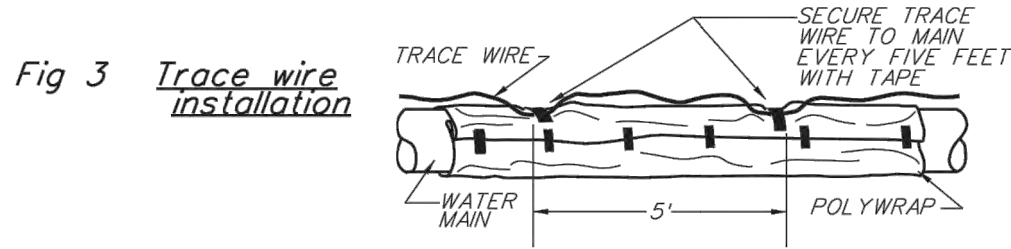


Fig 2 Direct bury lug connection

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No: 1.14.1
Prepared by: Bill Travnick	Installation of Trace Wire on Water Mains	Page: 3 of 5
Approved by: Jeff Loll		Supersedes: 1-22-08
		Effective: 10-19-11

INSTALLATION

Trace wire shall be installed in a continuous fashion. Install trace wire on top of water main and secure to main every five (5) feet with tape as shown in Fig 3.



Bring trace wire to surface at every cc box, vault, blue plastic marker with trace wire connectors, dead end hydrants, and as called out in the drawings. Trace wire shall be brought to the surface at least every one thousand (1,000) feet. Take care not to damage the wire coating. Repair damaged coating with electrical tape.

Trace Wire in a Vault

Trace wire shall be brought up in all vaults. Trace wire shall be brought to the surface according to Fig 4. Do not wrap the trace wire around the steps or any other place where a person entering the vault could trip on the wire.

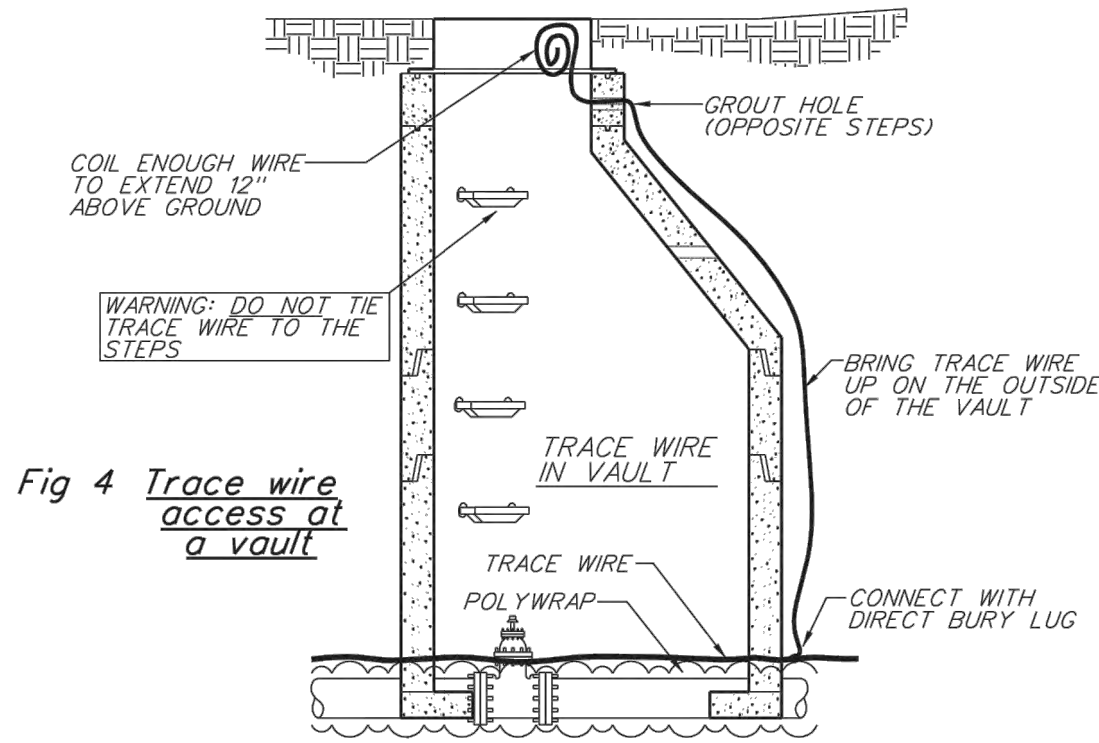


Fig 4 Trace wire access at a vault

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No: 1.14.1
Prepared by: Bill Travnick	Installation of Trace Wire on Water Mains	Page: 4 of 5
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		Effective: 10-19-11

Trace Wire in Blue Plastic Pipe Line Marker

When bringing the trace wire up in a blue plastic pipe line marker, install the trace wire according to Fig 5. Bury a four foot u-channel post two feet in the ground. Run the trace wire up through the marker and slide the blue plastic marker over the post. Bury the bottom six inches of the marker. Connect the trace wire to the brass connecting screws and label the screws with a permanent marker as shown in Fig 5. Note location of trace wire pipeline marker on as-built drawings.

Note: If a marker is used only to mark the main location and not bring up the trace wire, use the blue markers without the trace wire connectors.

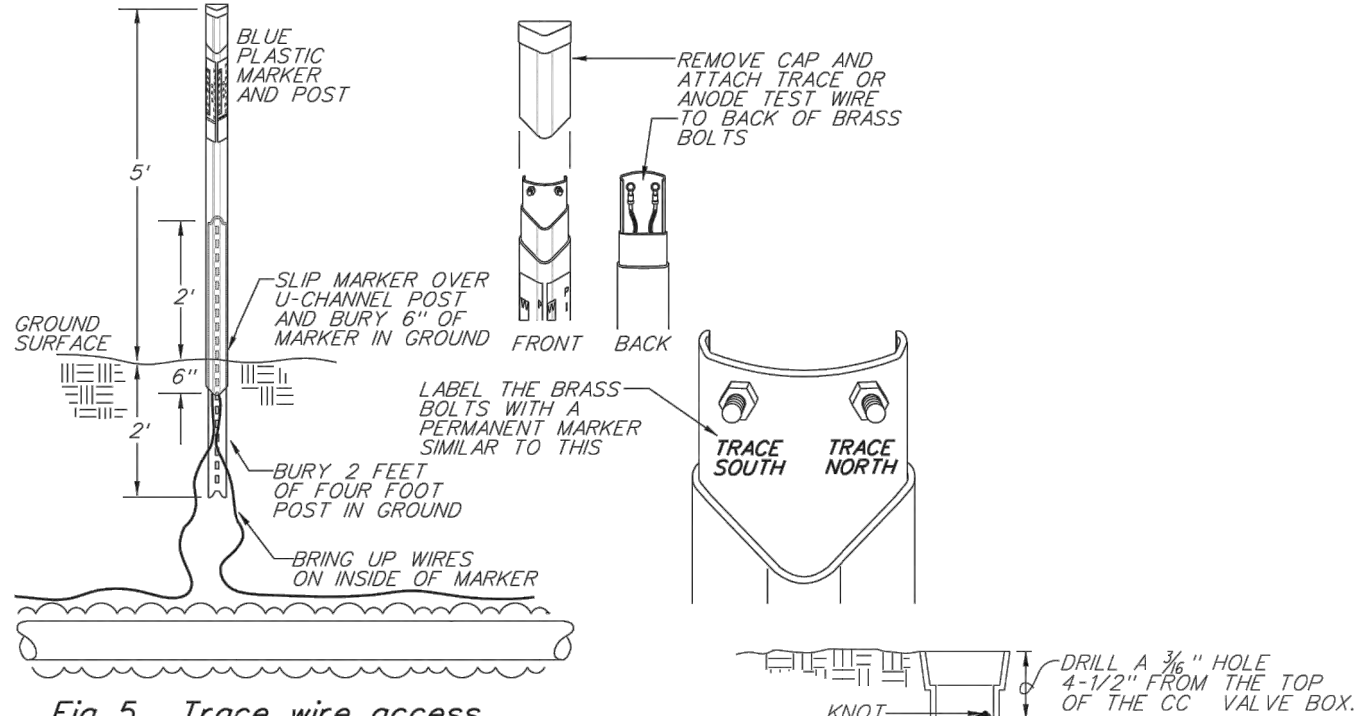


Fig 5 Trace wire access at a pipeline marker

Trace Wire in a CC Valve Box

Trace wire shall be brought up in all cc valve boxes. The trace wire shall be brought to the surface according to Fig 6.

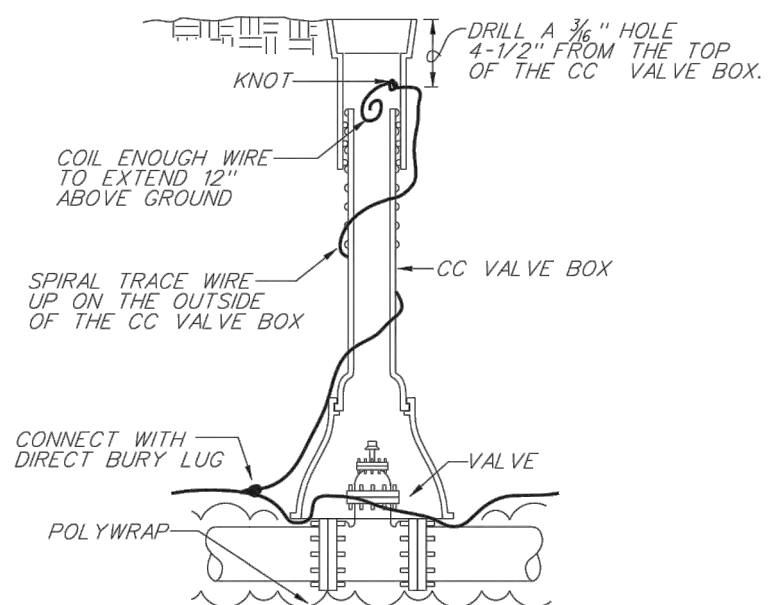


Fig 6 Trace wire access at a CC valve box

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No: 1.14.1
Prepared by: Bill Travnick	Installation of Trace Wire on Water Mains	Page: 5 of 5
Approved by: Jeff Loll		Supersedes: 1-22-08
		Effective: 10-19-11

Trace Wire in PVC Conduit at Hydrant

Trace wire shall be brought up in a PVC conduit at all dead end/end of main fire hydrants without a valve and at hydrants of a non-typical hydrant branch (i.e. dog-legged hydrant branch). Trace wire shall be brought to the surface according to Fig 7. Note location of PVC conduit in relation to the hydrant (i.e. north, east, south or west) on as-built drawings.

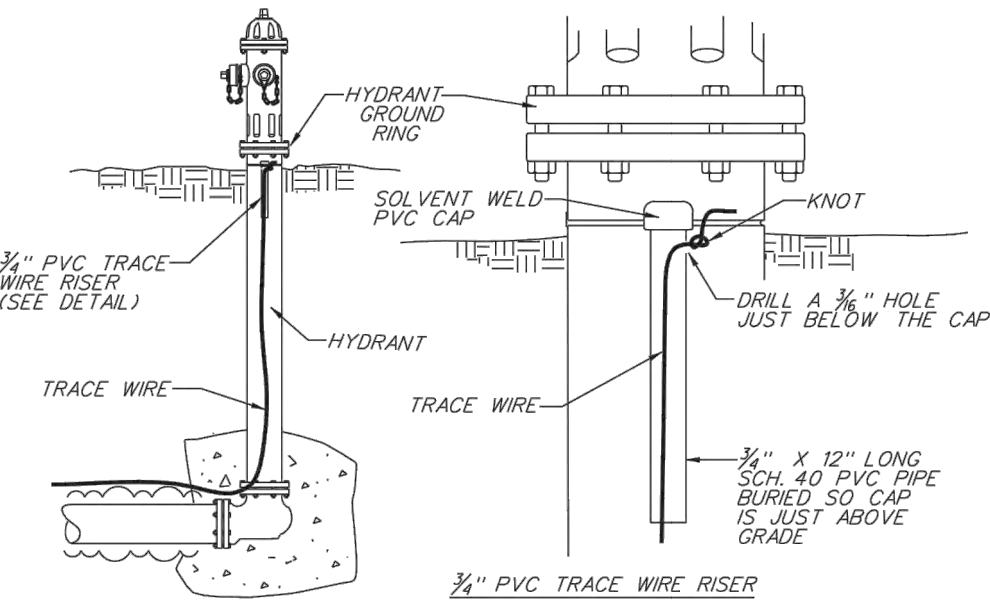


Fig 7 Trace wire access at a hydrant



DATE	REVISIONS	ISSUE	PROJECT STAFF
2-14-20	PERMIT DRAWINGS	1	W. HEBURN, P.E.
6-22-22	REVISED PER VALVE COMMENTS	2	A. VERPE
			ENGINEER
			TECHNICIAN

BCI
BONO CONSULTING, INC.
CIVIL ENGINEERS
1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH : (847) 823-3303
FAX : (847) 823-3303
bbono@bonoconsulting.com

DETAILS
NEW WATERMAIN EXTENSION
KENILWORTH AVE. & MIDDLETON AVE., PALATINE, ILLINOIS

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED,
REPRODUCED, MODIFIED OR SOLD EITHER
WHOLLY OR IN PART, EXCEPT WHEN
AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NUMBER: 19459
START DATE: DEC. 16, 2019
GRAPHIC SCALE
10 0 10
SCALE: 1"=10'-0"
SHEET NUMBER
5 OF 5



B O N O C O N S U L T I N G , I N C .

June 2, 2022

Village of Palatine
Planning and Zoning Department

RE: Project Narrative
Proposed 4-Lot Subdivision
1025 & 1037 W. Kenilworth Ave.
Palatine, IL 60067

To Whom It May Concern,

The owner of this properties wishes to subdivide the existing two lots into 4 new lots. The two existing houses at 1025 & 1037 Kenilworth would remain, while the two, new lots will be available for development of new single family homes.

The vacant lots resulting from the subdivision will provide the opportunity for a builder or user to purchase the vacant lots and construct new homes. This would add quality new construction to the neighborhood, evincing confidence in the area and supporting investment in existing homes.

There is no immediate plan to develop the vacant lots. The site plan included in the submittal is not specific to particular proposed structures, but the structures shown were sized to be about the maximum building size for the lots so that the subdivision engineering design would be for the maximum. When the lots are proposed for development, the site plan and landscaping proposed in conjunction with the construction of the single family homes would have to comply with the Village of Palatine ordinances.

The owner, George Borawski, will also be the petitioner.

If you have any questions regarding the drawings, please contact me at (847) 823-3300 or whepburn@bonoconsulting.com.

Sincerely,

Will Hepburn, P.E.
Engineer III

Civil Engineers Specializing In Drainage & Grading Plans
1018 Busse Highway • Park Ridge, Illinois 60068 • Phone (847) 823-3300 • Fax (847) 823-3303

Attachment: EXHIBIT - Project Narrative (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

Conceptual Elevations



Attachment: EXHIBIT - Conceptual Elevations (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)



Attachment: EXHIBIT - Conceptual Elevations (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

RESOLUTION NO. _____

**A RESOLUTION GRANTING PRELIMINARY AND FINAL SUBDIVISION APPROVAL
1025 AND 1037 W. KENILWORTH AVENUE**

WHEREAS, the Palatine Subdivision Ordinance provides qualifications governing final approval of a Subdivision Plat in Article IV FINAL PLAT; and

WHEREAS, 1025 and 1037 W. Kenilworth Avenue has complied with all the provisions of the Subdivision Ordinance, including a public review before the Plan Commission of the Village of Palatine at the June 21, 2022 meeting.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the Village Council of the Village of Palatine, that the Mayor and the Village Clerk be and are hereby directed and authorized to execute a Preliminary and Final Plat of Subdivision "Garden Gate Subdivision" pursuant to the Palatine Subdivision Ordinance Article IV, Sec. 4.01 (c) (2) (a) and subject to the following condition(s):

1. The development shall substantially conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and the Engineering Plans prepared by Bono Consulting Civil Engineers., dated 11/22/2019 last revised 06/01/2022, except as such plans may be revised to conform to Village Codes and Ordinances.
2. A Public Improvement letter of credit or appropriate security deposit shall be submitted in a manner acceptable to the Village Engineer.
3. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
4. The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD.
5. A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.
6. Recording fees in the amount of \$300 shall be submitted.

Attachment: RES - PFSUB Garden Gate Subdivision (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

RESOLUTION NO.
Page 2 of 2

7. The Final Engineering Plans and Final Engineer's Cost Estimate shall be revised in a manner acceptable to the Village Engineer.
8. Cash-in-lieu of detention shall be submitted in a manner acceptable to the Village Engineer.
9. A construction management plan, indicated the proposed material delivery routes and contractor parking areas, shall be submitted in a manner acceptable to the Village Engineer.
10. A MWRD permit shall be submitted.

DATED: This _____ day of _____, 2022

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

APPROVED by me this _____ day of _____, 2022

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ day of _____, 2022

Village Clerk

Attachment: RES - PFSUB Garden Gate Subdivision (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)



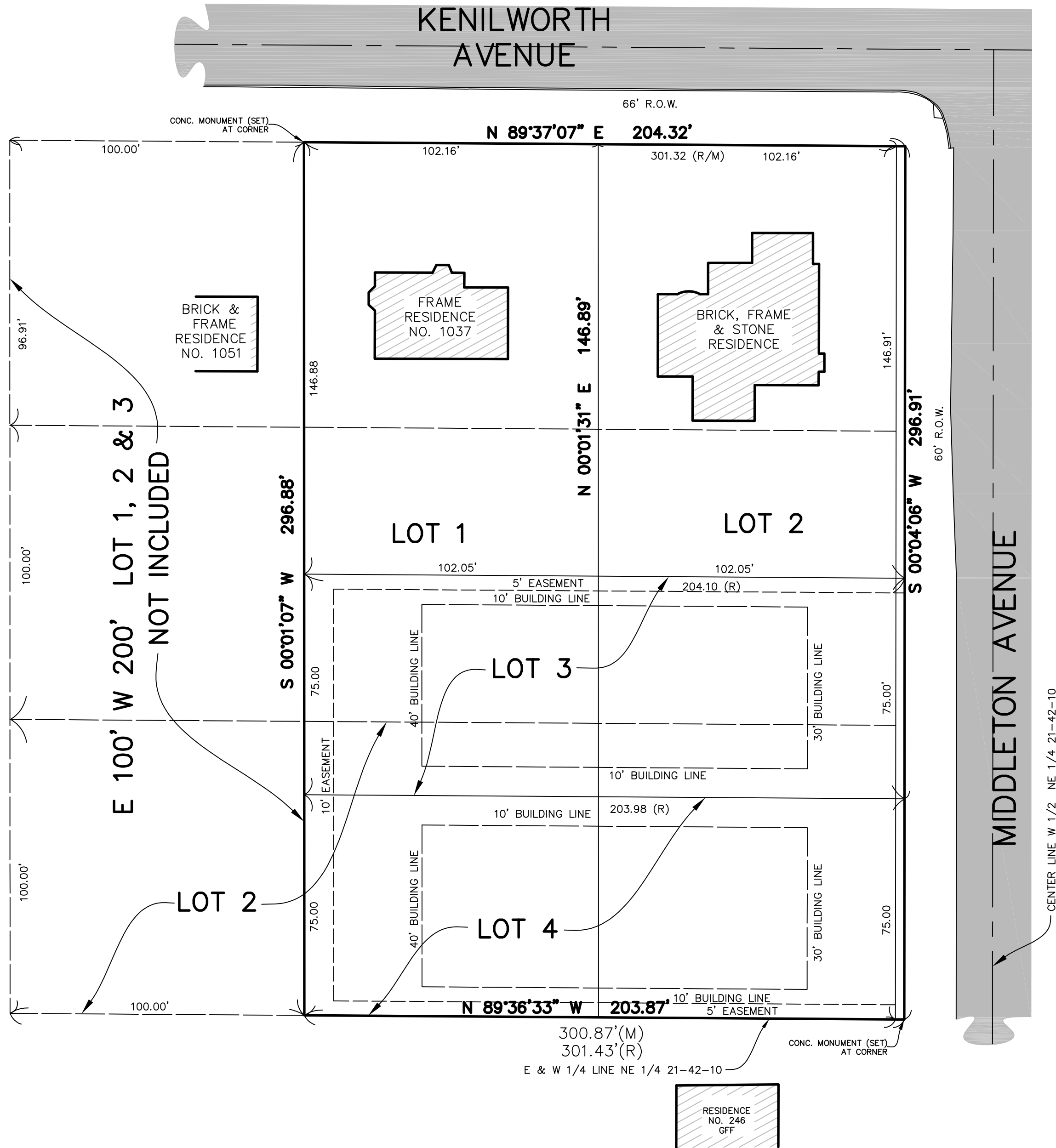
MURRY AND MOODY, LTD.
Land Surveyors
Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960

GARDEN GATE RESUBDIVISION

OF

LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, AND THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 ALL IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 29994.82± S.F. / 0.689 ACRES



LOT 1	14,997.33 SQ. FT / 0.3343 ACRE
LOT 2	14,999.18 SQ. FT / 0.3443 ACRE
LOT 3	15,302.73 SQ. FT / 0.3513 ACRE
LOT 4	15,294.18 SQ. FT / 0.3511 ACRE
GROSS AREA	60,593.42 SQ. FT./ 1.3910 ACRES

NOTE:
1" IRON PIPE SET AT ALL LOT CORNERS, ETC.

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT I, BARBARA C. MURRY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT IN THE FLOOD PLAIN, AS PER COMMUNITY PANEL NO. 17031C0177J EFFECTIVE DATE AUGUST 8, 2008

I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT LAND INCLUDED BY SAID SURVEY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS.

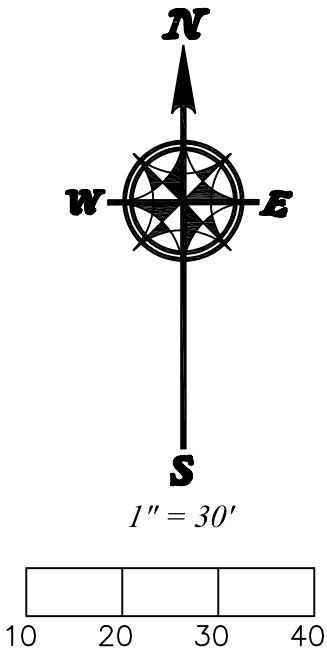
ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF THE SURVEY AND RESUBDIVISION.

GIVEN UNDER MY HAND AND SEAL, AT PALATINE, ILLINOIS THIS 30th DAY OF JULY, 2019.

BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2020



Project Number: 19123200
Field Book: 324L-39-44
Drawing File: 19123200.dwg





MURRY AND MOODY, LTD.
Land Surveyors
Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067
www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960

GARDEN GATE RESUBDIVISION

SURFACE WATER DRAINAGE

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT THE SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

DATED: _____

SIGNED: _____
OWNER

DATED: _____

SIGNED: _____
ILLINOIS' PROFESSIONAL ENGINEER

VILLAGE COLLECTOR

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATED THIS _____DAY OF _____, A.D., 2019.

SIGNED: _____
VILLAGE COLLECTOR

VILLAGE ENGINEER

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE VILLAGE OF PALATINE STANDARDS AND REQUIREMENTS AND WORKING DRAWINGS AND SPECIFICATIONS FOR IMPROVEMENTS HAVE BEEN PREPARED IN CONFORMANCE WITH THE VILLAGE STANDARDS AND REQUIREMENTS AND ALL ENGINEERING FEES DUE THE VILLAGE OF PALATINE HAVE BEEN PAID.

DATED: _____

SIGNED: _____
VILLAGE ENGINEER

VILLAGE OF PALATINE EASEMENT

WHENEVER THE WORDS "PUBLIC UTILITIES" OR "PUBLIC UTILITIES EASEMENT" SHALL APPEAR ON THIS PLAT THE VILLAGE OF PALATINE, A MUNICIPAL CORPORATION, COOK COUNTY, ILLINOIS, AND ITS SUCCESSORS OR ASSIGNS JOINTLY AND SEVERALLY SHALL HOLD A PERPETUAL EASEMENT UNDER, OVER AND ACROSS THE SURFACE OF THE PROPERTY SHOWN WITHIN THE LINES OF THE PLAT MARKED AS SUCH FOR THE INSTALLATION, CONSTRUCTION, USE, REPAIR AND MAINTENANCE OF ALL PUBLIC UTILITY EQUIPMENT INCLUDING BUT NOT LIMITED TO, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS, WATER AND SEWAGE MAIN AND PIPING, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTION SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEE. PROVIDED, HOWEVER, THAT SUCH CONSENT OF THE GRANTEE SHALL NOT RELIEVE THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS FROM THE DUTY AND OBLIGATION TO REMOVE ANY SUCH OBSTRUCTIONS AT THEIR SOLE EXPENSE UPON THE DIRECTION OF THE GRANTEE, WHENEVER THE GRANTEE DEEMS SUCH REMOVAL NECESSARY IN ITS SOLE JUDGMENT TO ENABLE THE GRANTEE TO REPAIR OR MAINTAIN ANY FACILITIES WITHIN THE EASEMENT OR OTHERWISE ALLOW THE GRANTEE FULL USE AND ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREUNDER, AFTER INSTALLATION OF ANY SUCH FACILITIES. THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO UNREASONABLY INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

ELECTRIC AND TELEPHONE

A PERMANENT, NONEXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO ANY ELECTRIC, TELEPHONE AND/OR COMMUNICATION COMPANY OR COMPANIES AUTHORIZED BY THE VILLAGE OF PALATINE, ILLINOIS (HEREIN AFTER "GRANTEE") JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN, AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN AS AND/OR LABELED A "UTILITY EASEMENT," WITHIN DASHED LINES ON THE ATTACHED PLAT OF SUBDIVISION AND PROPERTY DESIGNATED ON THE PLAT FOR STREET AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER THE GRANTEE'S FACILITIES OR IN, UPON OR OVER SUCH EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. SUCH FACILITIES SHALL GENERALLY BE LOCATED UNDERGROUND AND AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE LOCATION OF FACILITIES BY GRANTEE'S SHALL NOT CONFLICT OR INTERFERE WITH PUBLIC IMPROVEMENTS AND ANY CONFLICTS IN USE SHALL BE SUBJECT TO RESOLUTION AND APPROVAL OF GRANTEE'S.

GAS

A PERMANENT, NONEXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH GAS IS HEREBY RESERVED FOR AND GRANTED TO ANY NATURAL GAS COMPANY AUTHORIZED BY THE VILLAGE OF PALATINE, ILLINOIS, IN ALL PLATTED "EASEMENTS" AREAS, STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACED SHOWN ON THIS PLAT. SUCH EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THE PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS OR PUBLIC WAYS OR PLACES. ALL SUCH GAS MAINS AND APPURTENANCES SHALL BE GENERALLY LOCATED UNDERGROUND AND USE OF SAID EASEMENTS SHALL NOT CONFLICT OR INTERFERE WITH ANY PUBLIC IMPROVEMENTS, AND CONFLICTS IN USE SHALL BE SUBJECT TO RESOLUTION AND APPROVAL BY THE VILLAGE.

EASEMENTS APPROVED AND ACCEPTED BY:

Commonwealth Edison Company

By: _____

Date: _____

Title: _____

Ameritech Illinois

By: _____

Date: _____

Title: _____

AT&T Comcast

By: _____

Date: _____

Title: _____

Northern Illinois Gas Company (NICOR)

By: _____

Date: _____

Title: _____

CABLE TELEVISION

A PERMANENT, NONEXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF PALATINE, ILLINOIS, AND/OR TO ANY CABLE TELEVISION COMPANY OR COMPANIES AUTHORIZED BY THE VILLAGE TO INSTALL CABLE TELEVISION FACILITIES WITHIN THE SUBDIVISION (THE "COMPANY") AND THEIR SUCCESSORS AND ASSIGNS IN, UNDER, ACROSS, ALONG, THROUGH AND UPON THE SURFACE OF THE PROPERTY KNOWN AS AND/OR LABELED AS "UTILITY EASEMENT," WITHIN DASHED LINES ON THE ATTACHED PLAT OF SUBDIVISION FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, INSPECTING, MAINTAINING, REMOVING, REPLACING, RENEWING, ALTERING, AND ENLARGING TELEVISION LINES OR APPURTENANCES FROM TIME TO TIME, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH CABLE TELEVISION SERVICE TO THE ATTACHED AREA AND SUCH APPURTENANCES AND THERETO AS THE VILLAGE AND COMPANY MAY DEEM NECESSARY, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE EASEMENTS INCLUDED IN THE PLAT OF SUBDIVISION FOR THE NECESSARY MEN AND EQUIPMENT TO DO ANY AND ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE VILLAGE AND THE COMPANY TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH LINES IN, ON, UPON, ACROSS, UNDER OR THROUGH SUCH EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES AND RIGHTS. SUCH FACILITIES SHALL BE GENERALLY LOCATED UNDERGROUND, AND USE OF SAID EASEMENTS SHALL NOT CONFLICT OR INTERFERE WITH ANY PUBLIC IMPROVEMENTS AND ANY CONFLICTS IN USE SHALL BE SUBJECT TO RESOLUTION AND APPROVAL BY THE VILLAGE.

PLAN COMMISSION

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF PALATINE, COOK

COUNTY, ILLINOIS, AT A MEETING HELD THIS _____DAY OF

_____, A.D., 2019.

SIGNED _____
CHAIRMAN

SIGNED _____
SECRETARY

VILLAGE COUNCIL

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED BY THE COUNCIL OF THE VILLAGE OF PALATINE, COOK COUNTY,

ILLINOIS, THIS _____ DAY OF _____, A.D., 2019.

SIGNED _____
MAYOR

SIGNED _____
VILLAGE CLERK

SURVEYOR'S DESIGNATION OF RECORDING

I, BARBARA C. MURRY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, TO RECORD A CERTAIN PLAT OF RESUBDIVISION KNOWN AS GROVE AVENUE RESUBDIVISION WITH THE COOK COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLES. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES.

DATE: _____

BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2020.



PLAT RECORDED BY: NAME: _____

FIRM/ENTITY: _____

ADDRESS: _____

PHONE: _____

SEND NEXT TAX BILL TO: _____

PERMANENT INDEX NUMBER: 02-24-101-007-0000

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE UNDERSIGNED, AS TRUSTEE UNDER THE PROVISIONS OF GEORGE M. BORAWSKI DECLARATION OF TRUST, THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SUCH OWNER, HAVE CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED, AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE HEREON INDICATED.

AND FURTHER CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREON, THAT TO THE BEST OF OUR KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH LOT LIES:

LOTS 1, 2, 4 AND 4, INCLUSIVE:
SCHOOL DISTRICTS

ELEMENTARY SCHOOL DISTRICT: COMMUNITY CONSOLIDATED #15
HIGH SCHOOL DISTRICT: PALATINE TOWNSHIP #211
COLLEGE DISTRICT: HARPER COMMUNITY #512

THIS _____DAY OF _____, 2020.

SIGNED _____
GEORGE M. BORAWSKI TRUSTEE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID

COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND AT THE SAME TIME OF SAID APPEARANCE ACKNOWLEDGED THAT HE, AS SAID OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, THAT HE SIGNED AND SEALED THE FOREGOING INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREON SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____DAY

OF _____, 2020.

Notary Public Signature and Seal

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN PROPERTIES FROM
"R-1" SINGLE FAMILY RESIDENTIAL TO PLANNED DEVELOPMENT
1025 AND 1037 W. KENILWORTH AVENUE**

WHEREAS, pursuant to a public hearing held on June 21, 2022 before the Plan Commission of the Village of Palatine, in accordance with the applicable provision of the Village Code, and they have reported their findings on a proposal for rezoning the following legally described property from "R-1" Single Family Residential to Planned Development.

PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as 1025 & 1037 W. Kenilworth Avenue (PIN #: 02-21-213-014-0000 & 02-21-213-015-0000).

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

SECTION 1: That the Zoning Ordinance of the Village of Palatine, as amended, is hereby further amended by classifying the property described above as Planned Development.

Attachment: ORD - Rezone (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

SECTION 2: That the Zoning Map of the Village of Palatine is hereby amended to reflect this change.

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

PASSED: This ____ day of _____, 2022

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

APPROVED by me this ____ day of _____, 2022

Mayor of the Village of Palatine

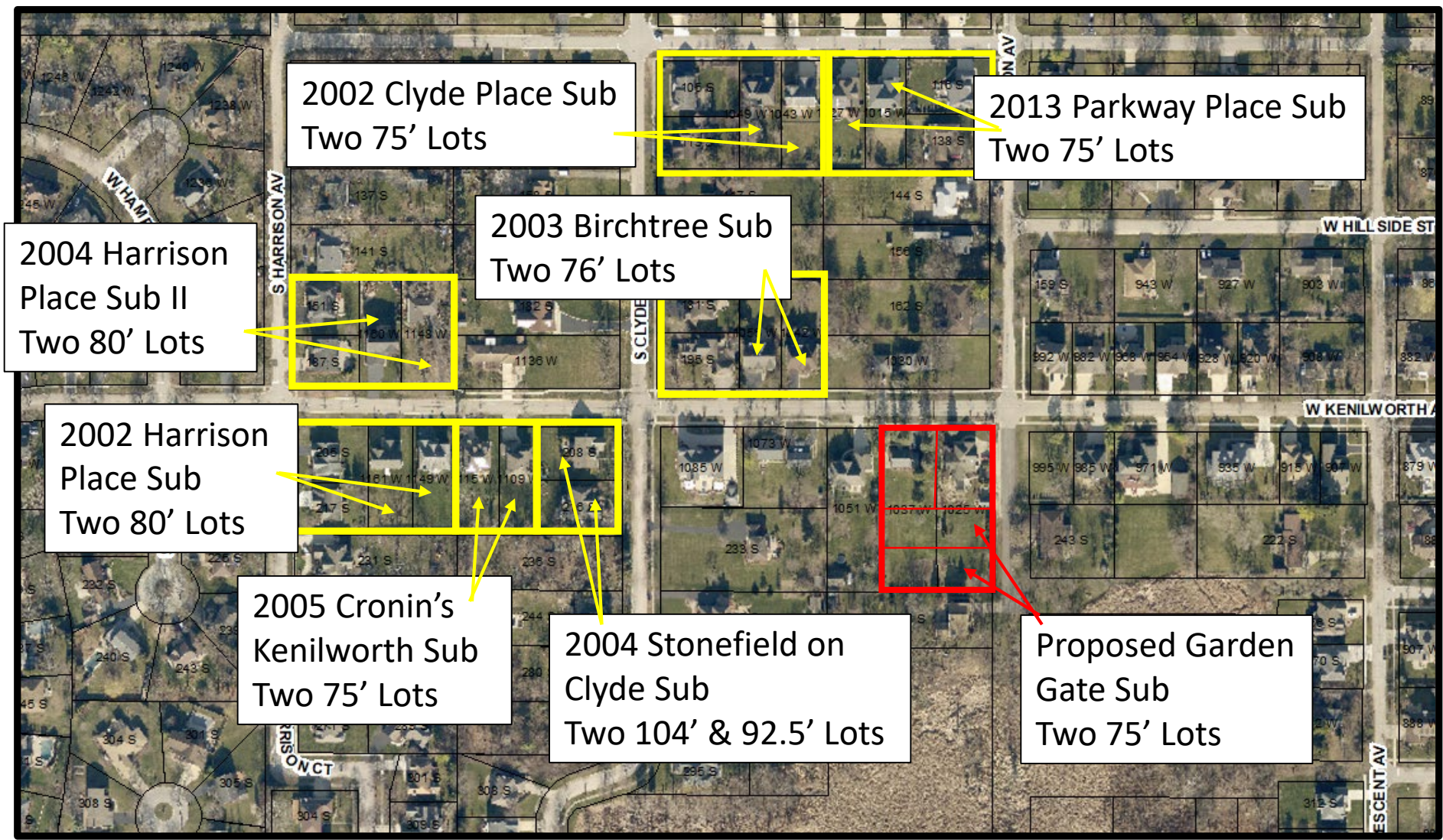
ATTESTED and **FILED** in the office of the Village Clerk this

____ day of _____, 2022

Village Clerk

Attachment: ORD - Rezone (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

Similar Surrounding Subdivisions (2002- Present)



Attachment: Similar Subdivision Examples (2022-71 : 1025 and 1037 W Kenilworth Ave - 4

**VILLAGE OF PALATINE
Plan Commission**

SCHEDULED 06/21/22 07:00 PM

CASE STAFF STATEMENT (ID # 7553)

1025 and 1037 W. Kenilworth Avenue

CASE NUMBER: 2020-10

PETITIONER: George Borawski

LOCATION: 1025 & 1037 W. Kenilworth Avenue

PROPOSAL: Preliminary and Final Planned Development
Preliminary and Final Plat of Subdivision to permit a 4-lot single-family residential development; and,
Rezoning from R-1 Single-Family Residential to P Planned Development.

ZONING AND LAND USE: R-1 Single-Family Residential

SURROUNDING CONDITIONS:

North:	R-1 Single-Family Residential
South:	R-1 Single-Family Residential
East:	R-2 and R-1 Single-Family Residential
West:	R-1 Single-Family Residential

COMPREHENSIVE PLAN: Single-Family Residential

BACKGROUND:

This project contains two single family residential lots that are a combined total of 1.39 acres. The Petitioner, owner, is seeking to rezone the Subject Property from R-1 to Planned Development and subdivide the lots into four separate lots. Therefore, the Petitioner is seeking approval of the following:

- 1. Preliminary and Final Planned Development**
- 2. Preliminary and Final Plat of Subdivision to permit a 4-lot single-family residential development**
- 3. Rezoning from R-1 Single-Family Residential to Planned Development Single-Family Residential**

ANALYSIS:

Zoning and Site Design

- The Subject Properties are currently zoned R-1 Single-Family Residential. The combine lot are 60,593 square feet or 1.39 acres.
- The proposed lots meet all of the bulk and setback requirements for the R-2 district. The following table provides an analysis of the proposed lots:

	Proposed Lot Size (9,000 sq. ft. for interior lots; 10,000 sq. ft. for corner lots)	Lot Width (75' for interior lots; 85' for corner lots)	Lot Depth (110' required)
Lot 1 - Currently 1037	14,997	102.16'	146.89'
Lot 2 - Currently 1025	14,999	102.16'	148.89'
Lot 3	15,303	75'	203.98'
Lot 4	15,294	75'	203.98

- Properties directly north, west, south and southeast of the subject site remain mostly R-1 zoning with larger lots (approximately 15,000 square feet or more). Recent surrounding developments to the northwest, northeast and east have been rezoned to Planned Development that generally conform to the R-2 residential requirements with regards to setbacks and bulk restrictions or have been rezoned R-2.
- Recent Developments in the surrounding area, include the following:
 - 2002 - Clyde Place Subdivision located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision, and Planned Development.
 - 2013 - Parkway Subdivision located at southwest corner of Glencoe and Middleton, received approval for a 4-lot subdivision, and rezoning from R-1 to R-2.
 - 2003 - Birchtree Subdivision located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision, and Planned Development.
 - 2002 - Harrison Place Subdivision located at southeast corner of S. Harrison Court and Kenilworth Avenue, received approval for a 4-lot subdivision, and

Planned Development.

- The subject properties are located within Sub-Area “A”. This section of Sub-Area “A” still maintains the large lots from the 1994 plan, however there have been multiple Planned Development approvals in the area consistent with the proposed subdivision and aligned with the current R-2 standards.
- Middleton Avenue running south from Kenilworth Avenue narrows to a substandard width at approximately 10 feet wide and services two single-family residences. The street terminates at the 10-acre detention basin would, therefore, not be further extended.

Engineering

- Sanitary sewer would be provided through connecting to the existing services in the S. Middleton Avenue right-of-way.
- Water service would connect to the new water main, which will be installed along Middleton Avenue right-a-way, per engineering plans.
- Storm water generally drains to the south and east currently and the proposed plan would not significantly alter the drainage pattern. Storm water will be conveyed through bioretention facilities. These facilities will satisfy MWRD’s required volume control measures. Cash in lieu of detention will be required.
- Sidewalks shall be constructed along the frontage of each new lot, along Middleton Avenue. Parkway trees would be planted in accordance with Code.

RECOMMENDATIONS:

While some of the immediately adjacent properties remain R-1 zoning with larger lots, the proposal is consistent with recent developments immediately northwest, northeast and east of the Subject Property. Therefore, Staff recommends approval of the proposal, subject to the following conditions:

1. The development shall substantially conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and the Engineering Plans prepared by Bono Consulting Civil Engineers., dated 11/22/2019 last revised 06/01/2022, except as such plans may be revised to conform to Village Codes and Ordinances.
2. All future residences shall follow the Village’s R-2 Standards.
3. A Public Improvement letter of credit or appropriate security deposit shall be

submitted in a manner acceptable to the Village Engineer.

4. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
5. A Planned Development letter of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.
6. The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD.
7. A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.
8. Recording fees in the amount of \$300 shall be submitted.
9. The Final Engineering Plans and Final Engineer's Cost Estimate shall be revised in a manner acceptable to the Village Engineer.
10. Cash-in-lieu of detention shall be submitted in a manner acceptable to the Village Engineer.
11. A construction management plan, indicated the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer.
12. A MWRD permit shall be submitted.

ATTACHMENTS:

- Aerial Map
- Applications
- Project Narrative
- Plat of Survey
- Plat of Subdivision
- 1025 & 1037 Kenilworth Engineering Plans
- Letter of Objection
- Public Notice

1025 and 1037 W Kenilworth Ave.

6.B.1.k



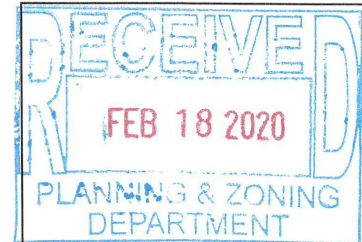
Attachment: Plan Commission materials 6-21-22 (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

VILLAGE OF PALATINE

PRELIMINARY & FINAL PLAT OF SUBDIVISION

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

Office Use Only	Project Planner <u>KR</u>	Zoning Case # <u>20-10</u>
	Filing Fee <u>\$510</u>	Notification Deadline
	PC Public Hearing Date	Village Council Date



date received

PLEASE TYPE OR PRINT IN INK:

- Name of Petitioner(s): George Borawski
- Authorized Agent of Petitioner (if different):
Name: N/A
Address: N/A
Telephone No. N/A Business No. N/A
Email: N/A
Relationship to Petitioner: N/A
- Property Interest of Petitioner(s): Owner
Owner, Lessee, Contract Purchaser, etc.
- Address of the property for which this application is being filed:
1075 W. Kenilworth Ave. Palatine, IL 60067
- All existing land use(s) on the property are:
vacant land
- The proposed use(s) on the property, if this petition is approved is (are):
subdivide property into two separate lots and build two new homes
- Current zoning of property: R-1 Size of the property: .70 acres
- State the specific action requested:
we are requesting to subdivide an existing piece of property into two lots per submitted engineering. The desired use of these two lots is to construct a new custom home on each of the lots.

9. 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.

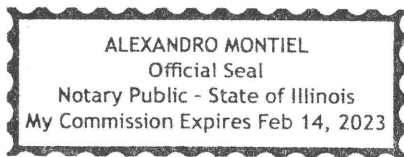
Signature: George M Borawski

Date: 2-14-20

State of Illinois

County of Cook

This instrument was acknowledged before me on February 14th, 20 20 by
George Borawski



(Seal)

Alexandro Montiel
 Notary Public



PRELIMINARY & FINAL PLANNED DEVELOPMENT

Department of Planning & Zoning

200 E. Wood Street • Palatine, IL • 60067-5339

Telephone: (847) 359-9047 • Fax (847) 963-6247

www.palatine.il.us

Office Use Only	Project Planner	Zoning Case #
	Filing Fee	Notification Deadline
	PC Public Hearing Date	Village Council Date

date received

PLEASE TYPE OR PRINT IN INK.

1. Name of Petitioner(s) George M Borowski

2. Authorized Agent of Petitioner (if different)

Name

Address

Telephone No.

Business No.

Email

Relationship to Petitioner

3. Property Interest of Petitioner(s)

OWNER

Owner, Lessee, Contract Purchaser, etc

4. Address of the property for which this application is being filed

1025 W Kenilworth Palatine 60067

5. All existing land use(s) on the property are

6. Current zoning of property R1 Size of the property 1.5 acres

7. Briefly describe the proposed Planned Development with regards to types of uses proposed, number and types of units, development mix, amenities to be provided, etc.

2 ADDITIONAL lots ADDED

Attachment: Plan Commission materials 6-21-22 (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)



REZONING

Department of Planning & Zoning

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

Office Use Only	Project Planner	Zoning Case #
	Filing Fee	Notification Deadline



PLEASE TYPE OR PRINT IN INK:

1. Name of Petitioner(s): George M Borawski

2. Authorized Agent of Petitioner (if different):

Name: _____

Address: _____

Telephone No. _____ Business No. _____

Relationship to Petitioner: _____

3. Property Interest of Petitioner(s): OWNER
 Owner, Lessee, Contract Purchaser, etc.

4. Address of the property for which this application is being filed:

1025 W Kenilworth / 1037 W Kenilworth

5. This petition is for: (check one)

- ☒ Rezoning of currently incorporated property (within Village limits)
☐ Rezoning of currently unincorporated property, in conjunction with annexation

6. All existing land use(s) on the property are:

7. The proposed use(s) on the property, if this petition is approved is (are):

8. Current zoning of property: R1 Size of the Property: 1.50 acres

9. Proposed new zoning classification: ?

PETITIONER JUSTIFICATION:

The Petitioner is required to present specific evidence, not opinions, to justify the proposed rezoning. Please respond to the following questions, attaching a separate sheet if necessary.

10. Describe why the subject property cannot be reasonably developed in accordance with the existing zoning classification.

ADDIng Two ADDitional Lot's

11. Is the proposed zoning classification similar to or harmonious with the existing zoning of surrounding properties? Explain.

yes Single Family Homes

12. Does the proposed zoning classification conflict with the Village's Comprehensive Plan? Explain.

NO Fits into Existing Plan!

13. Will any of the uses permitted under the proposed zoning classification have an injurious effect on the value and/or the use and enjoyment of surrounding properties?

NO - IMPROVE Values OF Existing Property Surrounding.

14. 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.

Signature:

George M Borowski

Date:

8/26/21



B O N O C O N S U L T I N G , I N C .

June 2, 2022

Village of Palatine
Planning and Zoning Department

RE: Project Narrative
Proposed 4-Lot Subdivision
1025 & 1037 W. Kenilworth Ave.
Palatine, IL 60067

To Whom It May Concern,

The owner of this properties wishes to subdivide the existing two lots into 4 new lots. The two existing houses at 1025 & 1037 Kenilworth would remain, while the two, new lots will be available for development of new single family homes.

The vacant lots resulting from the subdivision will provide the opportunity for a builder or user to purchase the vacant lots and construct new homes. This would add quality new construction to the neighborhood, evincing confidence in the area and supporting investment in existing homes.

There is no immediate plan to develop the vacant lots. The site plan included in the submittal is not specific to particular proposed structures, but the structures shown were sized to be about the maximum building size for the lots so that the subdivision engineering design would be for the maximum. When the lots are proposed for development, the site plan and landscaping proposed in conjunction with the construction of the single family homes would have to comply with the Village of Palatine ordinances.

The owner, George Borawski, will also be the petitioner.

If you have any questions regarding the drawings, please contact me at (847) 823-3300 or whepburn@bonoconsulting.com.

Sincerely,

Will Hepburn, P.E.
Engineer III



MURRY AND MOODY, LTD.

Land Surveyors

Illinois Professional Land Surveying Firm Corporation License No. 184-002845

933 S. Plum Grove Road, Suite 101
Palatine, Illinois 60067

www.murrysurvey.com info@murrysurvey.com Phone: (847)358-5960

TOPOGRAPHICAL SURVEY

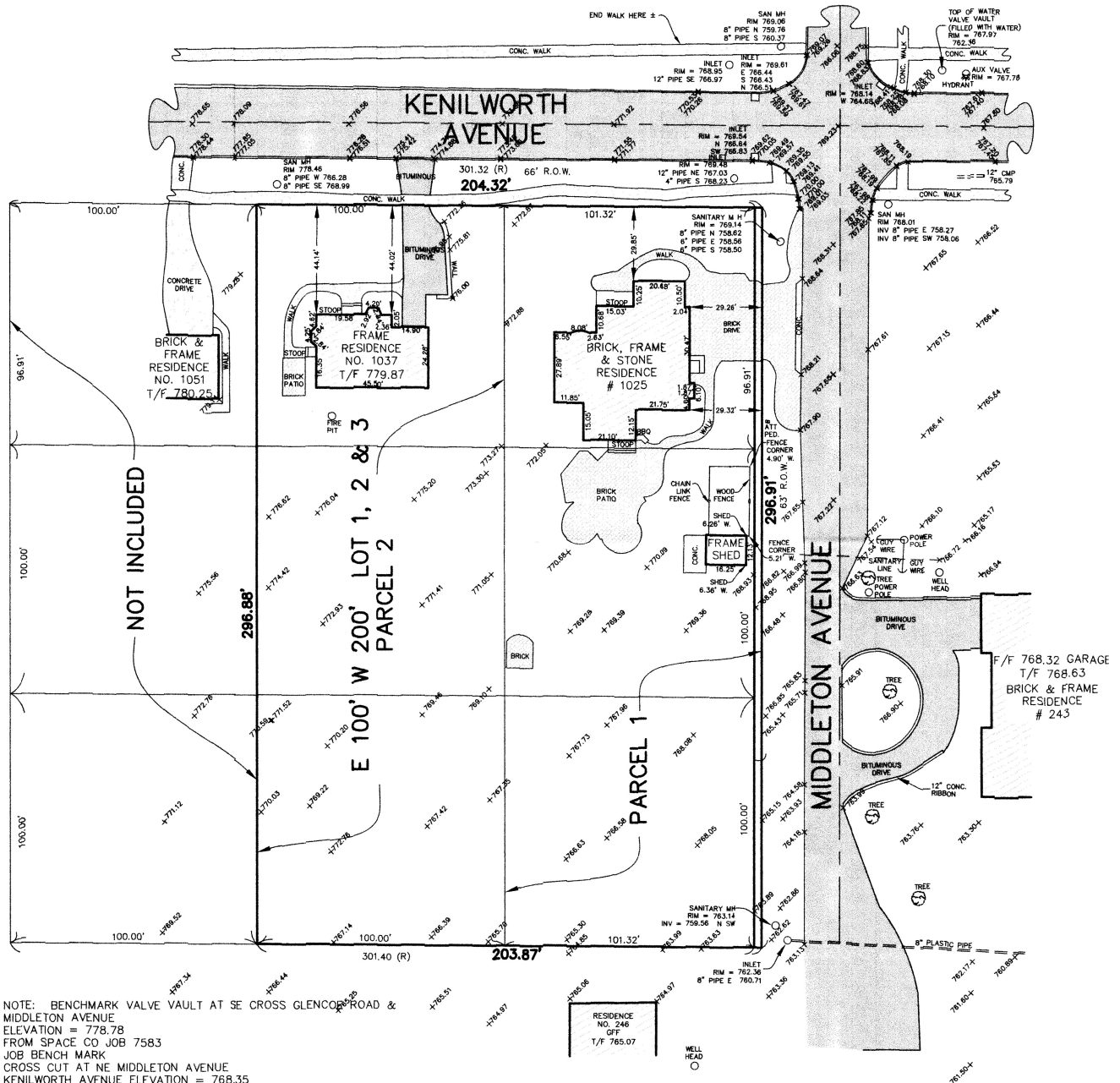
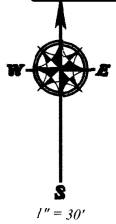
OF

PARCEL 1: LOTS 1, 2 AND 3 (EXCEPT THE WEST 200 FEET THEREOF) IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 3 FEET OF MIDDLETON AVENUE, AS VACATED BY DOCUMENT 0733415030, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 100 FEET OF THE WEST 200 FEET OF LOTS 1, 2 AND 3 IN BLOCK 5 IN WILLIAM M. ANDERSON AND COMPANY'S PALATINE ACRES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 29994.82± S.F. / 0.689 ACRES

3.1.d
6.B.1.k



NOTE: BENCHMARK VALVE VAULT AT SE CROSS GLENCOE ROAD & MIDDLETON AVENUE
ELEVATION = 778.78
FROM SPACE CO JOB 7583
JOB BENCH MARK
CROSS CUT AT NE MIDDLETON AVENUE
KENILWORTH AVENUE ELEVATION = 768.35

LEGEND AND NOTES

Dimensions shown thus: 50.25 are feet and decimal parts thereof. Angular data shown thus: 90°00'00" indicate degrees, minutes and seconds.

50.25 / N 90°00'00" E indicates measure dimension / bearing.
(50.25) / (N 90°00'00" E) indicates record dimension / bearing.
[50.25 d] / [N 90°00'00" E d] indicates deed dimension / bearing.

Bearings shown hereon, if any, per local or assumed data, unless shown otherwise.

Compare your points before using same and report any differences immediately.

Check legal description with deed or title policy and report any discrepancy immediately. Building lines and easements, if any, shown hereon are as shown on the recorded subdivision plat or as indicated.

Order Number: 19-1232

Survey Made For: George Borawski

STATE OF ILLINOIS } s.s.
COUNTY OF COOK }

I, BARBARA C. MURRY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

Date of completion of field work: November 22, 2019

Palatine, Illinois: January 29, 2020

Illinois Professional Land Surveyor - Barbara C. Murry 035-003529
License Renewal date: November 30, 2020

Project Number: 19123200

Field Book: 324L-39-44

Drawing File: 19123200.dwg



Packet Pg. 89

Packet Pg. 20

Attachment: Plan Commission materials 6-21-22 (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)



6.B.1.k



Illinois Professional Land Surveying Firm Corporation License No. 184-002845
933 S. Sunnyside Road, Suite 101
Quincy, Illinois 60067
www.murrysvey.com info@murrysvey.com Phone: (847)358-5960

GARDEN GATE RESUBDIVISION

VILLAGE OF PALATINE EASEMENT

[illegible]

SURFACE WATER DRAINAGE
STATE OF ILLINOIS
COUNTY OF COOK

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE OVERFLOW AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVISION AND THAT THE SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE TO EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

DATED:

SIGNED: _____ OWNER

DATED:

SIGNED:

VILLAGE COLLECTOR
STATE OF ILLINOIS
COUNTY OF COOK)
SS.

I DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATE OF THIS

SIGNED:

MILLACE ENGINEER

THIS PLAN HAS BEEN CHECKED FOR CONFORMANCE TO THE VILLAGE OF PALATINE STANDARDS AND REQUIREMENTS AND WORKING DRAWINGS AND SPECIFICATIONS FOR IMPROVEMENTS HAVE BEEN PREPARED IN CONFORMANCE WITH THE VILLAGE STANDARDS AND REQUIREMENTS AND ALL ENGINEERING FEES DUE THE VILLAGE OF PALATINE HAVE BEEN PAID.

DATED:

SIGNED: _____

Date: _____

Time

Northern Illinois Gas Company (NIGCO)

50

Date: _____

Title: _____

Order Number: 19-1232
Survey Made For: George M. Borawski
SHEET 2 OF 2

PERMANENT INDEX NUMBER: 02-24-101-007-0000

SURVEYOR'S DESIGNATION OF RECORDING

1. BARBARA C. MURRY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, TO RECORD A CERTAIN PLAT OF RESUBDIVISION KNOWN AS GROVE AVENUE RESUBDIVISION WITH THE COOK COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLES. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH TITLES, AS PROVIDED UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES.

DATE: _____

BARBARA C. MURRY, P.L.S.
ILLINOIS LAND SURVEYOR NO. 3529
LICENSE RENEWAL DATE NOVEMBER 30, 2020

PIAT RECORDED BY: NAME:

FIRM/ENTITY:

ADDRESS: _____

PHONE:

SEND NEXT TAX BILL TO: _____

PERMANENT INDEX NUMBER: 03-24-101-007-0000

Project Number: 19123200
Field Book: 324L-39-44
Drawing File: 19123200.dwg

BENCHMARK INFO
JOB BENCH MARK: CROSS CUT AT NE MIDDLETON AVENUE & KENIL WORTH AVENUE. ELEV = 768.35
TRANSFERRED FROM VALVE VAULT RIM BENCHMARK AT SE CROSS GLENCOE ROAD & MIDDLETON AVENUE. ELEV = 778.78, FROM SPACE CO JOB 7583

JOB BENCH MARK: CROSS CUT AT NE MIDDLETON AVENUE & KENILWORTH AVENUE, ELEV= 768.35
TRANSFERRED FROM VALVE VAULT RIM BENCHMARK AT SE CROSS GLENCOE ROAD & MIDDLETON AVENUE, ELEV = 778.78, FROM SPACE CO JOB 7583

PIN(S):

W. KENILWORTH AVE.

S. MIDDLETON AVE.

LOT #3

LOT #4

PROJECT AREA = 30,598 S.F.

SUBDIVISION SHEET:

1. TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
2. EXISTING TOPOGRAPHY, DEMOLITION & TREE PRESERVATION PLAN
3. PROPOSED GRADING & DRAINAGE PLAN
4. PROPOSED UTILITY PLAN
5. SITE PLAN & GEOMETRIC PLAN
6. CONSTRUCTION NOTES
7. STANDARD DETAILS

WATERMAIN PLANS:

1. PROPOSED WATERMAIN PLAN
2. STANDARD NOTES & DETAILS
3. DETAILS
4. DETAILS (CONT.)
5. DETAILS (CONT.)

PROJECT DESCRIPTION	PROPOSED LOT SIZES:
THE REAR YARDS OF 1025 & 1037 W. KENILWORTH AVENUE WILL BE SHUT OFF TO CREATE TWO NEW LOTS ON S. WISLINGTON AVENUE.	1025 W. KENILWORTH = 14,998 S.F. 1037 W. KENILWORTH = 14,997 S.F. LOT 4 W. KENILWORTH = 15,296 S.F. LOT 5 W. WISLINGTON = 15,296 S.F.
TOTAL DISTURBED AREA FOR PROJECT = 30,598 S.F. (LOTS 3 & 4)	

PUBLIC IMPROVEMENTS REQUIRED AT TIME OF SUBDIVISION APPROVAL

1. WATER SERVICES
 - 1.1. MAIN TAP WITH CORP. STOP
 - 1.2. 12" COPPER PIPE
 - 1.3. B-BOX
2. SANITARY SERVICES
 - 2.1. NEW WYE CONNECTIONS
 - 2.2. CAPPED 8" PVC SERVICES
 3. ROADWAY IMPROVEMENTS
 - 3.1. NEW DRIVE
 - 3.2. ROAD PAVING ALONG CURB
 - 3.3. SIDEWALK
 4. STORM SEWER
 - 4.1. NEW STRUCTURES AND 8" MAIN
 - 4.2. SERVICE STUBS FOR ALL LOTS
 5. BIORETENTION FACILITIES
 6. MAIN GRADING ELEMENTS:
 - 6.1. SOUTH SIDEWAY SWALE AND MIDLOT SWALE

[illegible]

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction. Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

Notes: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call:

J.U.L.I.E. 1 (800) 892-0123



DATE _____
ENGINEER _____

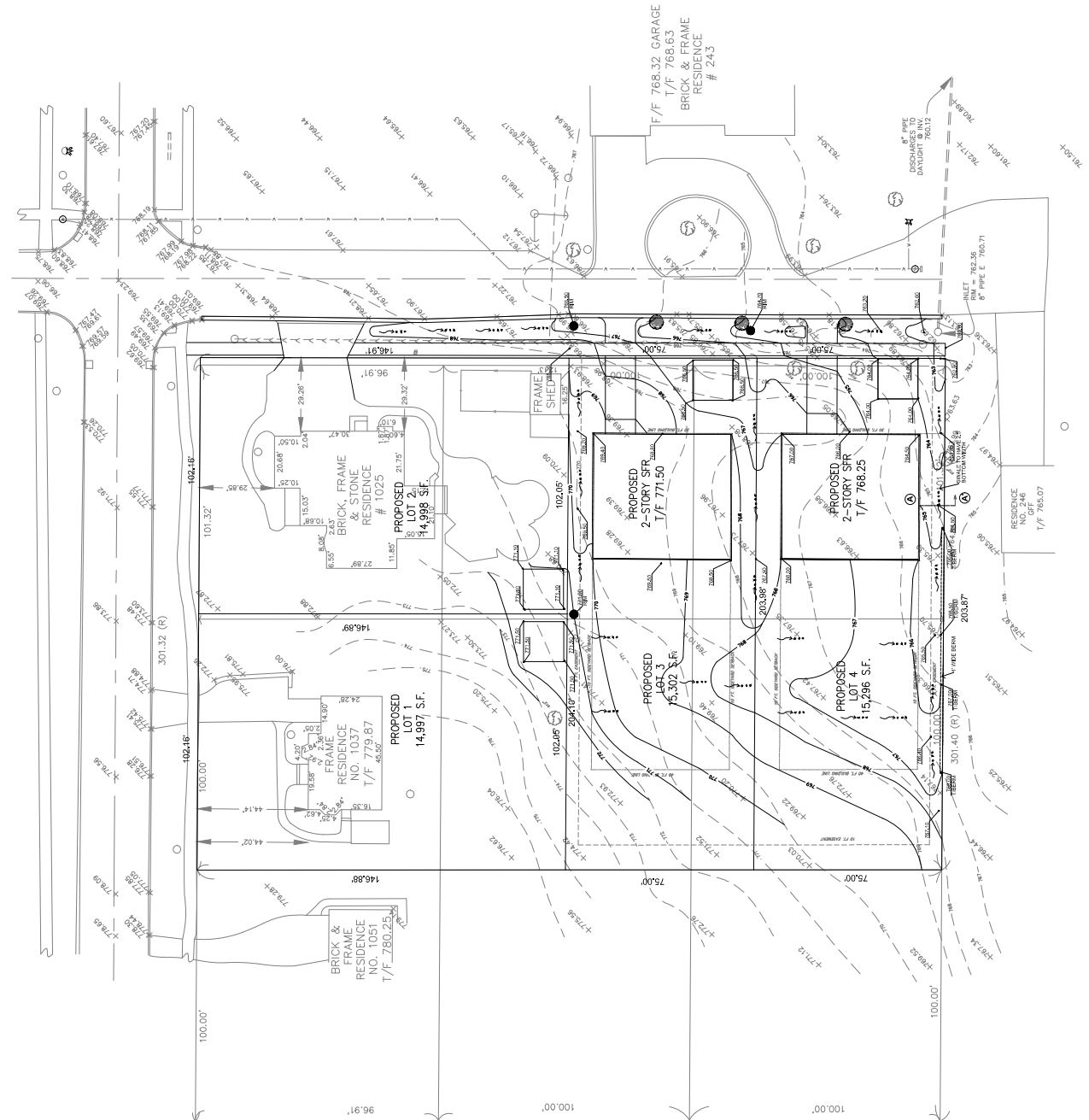
1. I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS WILL NOT ADVERSELY IMPACT THE SUBJECT PROPERTY, THE SURROUNDING PROPERTIES OR THE ADJACENT HIGHWAY SPECIFICALLY TO WATER DRAINAGE, AND THAT A SAFE OVERTAKE ROUTE HAS BEEN ESTABLISHED.
2. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PROPOSED IMPROVEMENT IS NOT LOCATED IN FLOOD PROTECTION AREAS BASED ON THE INFORMATION FROM THE FEMA MAPS.

SHEET, LEGEND, SITE LOCATION MAP, &
AERIAL MAP
PROPOSED SUBDIVISION OF EXISTING LOTS
5 & 1037 KENILWORTH AVE., PALATINE, ILLINOIS



BONO CONSULTING, INC.
CIVIL ENGINEERS
1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
FAX: (847) 823-3303
PHONE: (847) 823-3303
bbono@bonoconsulting.com

[illegible]



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ER-3

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REMARKS:

1. Sewer crossing water mains shall be laid to meet the following specifications:

- Wherever possible, a water main must be laid at least ten feet horizontally from any existing or proposed sewer.
- Should local conditions exist which would prevent a lateral separation of the lines, a water main may be laid closer than ten feet from the sewer, but the sewer shall be installed in a trench or cut at least ten feet from the water main.
- The same trench or cut shall be used for both the water main and sewer. The water main shall be installed in a trench or cut at least ten feet from the sewer.
- Where the water main and sewer must be installed in the same trench or cut, the water main shall be installed in a trench or cut at least ten feet from the sewer.

2. **Vertical Separation:**

- Wherever water main crosses house sewers, storm drains or sanitary sewers, the water main shall be installed in a trench or cut at least ten feet from the sewer.
- Wherever water main crosses a sewer, the water main shall be installed in a trench or cut at least ten feet from the sewer.
- Where conditions exist that the minimum vertical separation set forth in 1. above cannot be achieved, the water main shall be installed in a trench or cut at least ten feet from the sewer.
- Where conditions exist that the minimum vertical separation set forth in 1. above cannot be achieved, the water main shall be installed in a trench or cut at least ten feet from the sewer.

3. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.

4. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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5. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

6. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

7. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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8. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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9. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

10. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

11. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

12. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.

13. **Water Main Installation:**

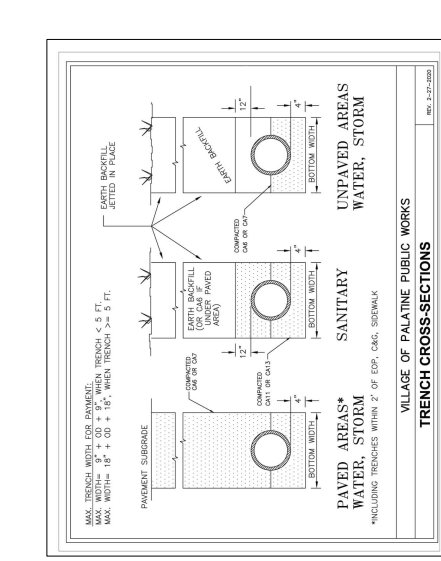
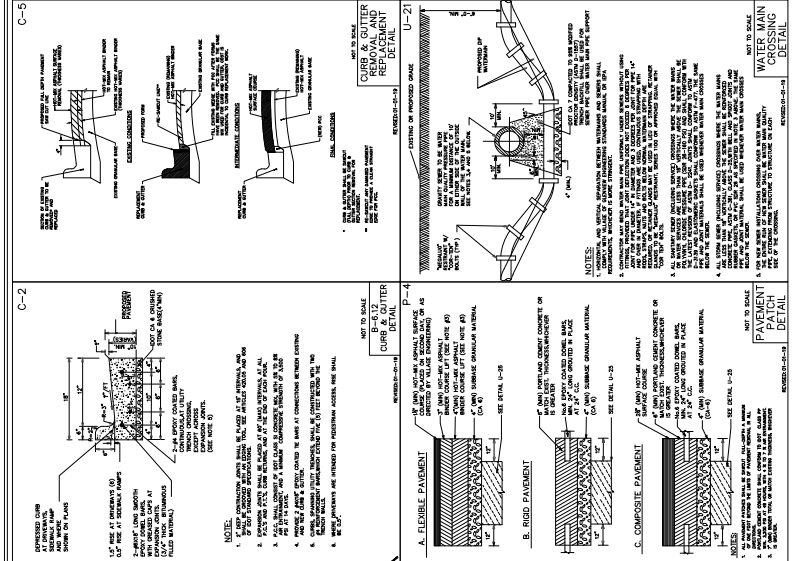
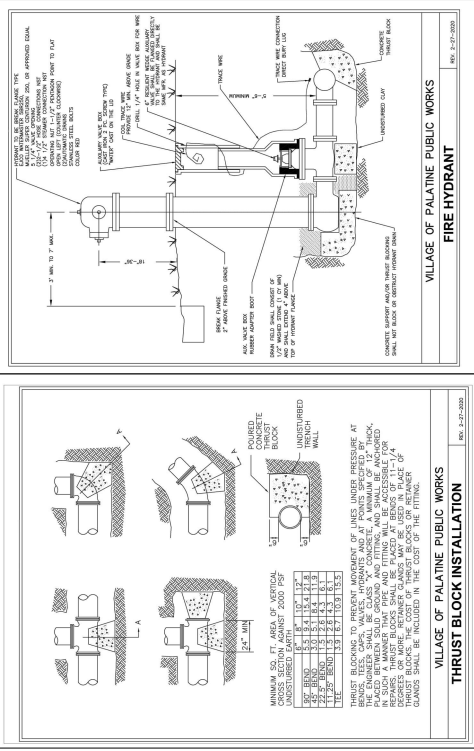
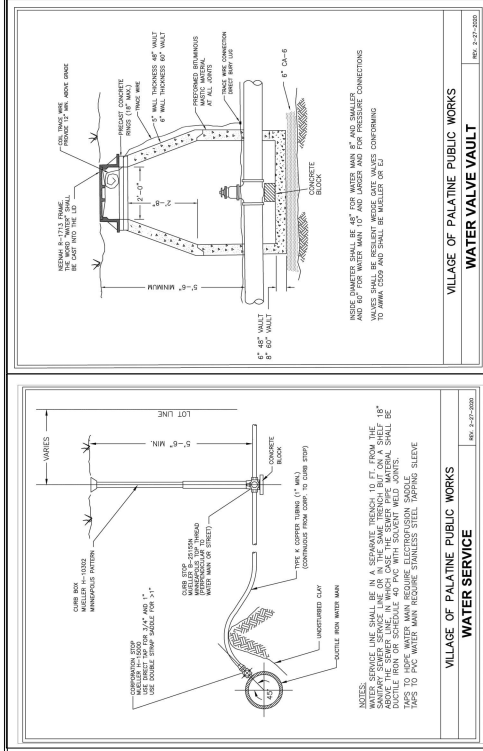
- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

14. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.

15. **Water Main Installation:**

- The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend a minimum of 10 feet from the water main.
- The water main shall be installed in a trench or cut at least ten feet from the sewer.
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- The water main shall be installed in a trench or cut at least ten feet from the sewer.





North American
Pipe Corporation

MUNICIPAL

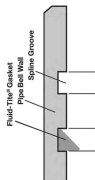


C900/RJIB Certa-Lok® with Fluid-Tite® Gasket PVC Pressure Pipe RESTRAINED JOINT INTEGRAL BELL

C900/RJIB CERTA-LOK ACCESSORIES

North American Application	Material	Size	Length	Part Number	Material	Size	Gasket Part Number
Standard	Nylon	3.25x3.625	24	5093J1790	IR-SBR	3/4"	GSFHR00005
	Nylon	3.25x3.625	32	5093J1790	IR-SBR	3/4"	GSFHR00005
	Nylon	3.25x3.625	39	5109J1790	IR-SBR	3/4"	GSFHR00005
	Nylon	3.25x3.625	46	5124J1790	IR-SBR	3/4"	GSFHR00005

1" THROUGH 12" C900/RJIB BELL, RJIB



make the connectionSM

NorthAmericanPipe.com

North American Pipe Corporation is a leader in serving
customers with the highest quality products and services.



North American
Pipe Corporation

MUNICIPAL

C900/RJB Certa-Lok® with Fluid-Tie® Gasket PVC Pressure Pipe RESTRAINED JOINT INTEGRAL BELL

PRODUCT SPECIFICATION

C900/RJB CERTA-LOK PIPE DIMENSIONS

Outside Diameter Nom.	Outside Diameter DN	Wall Thickness (in)	Flow Area (sq. ft.)	Pipe							
				W	D	P	BOD	Height (ft)	Weight (lb/ft)	Stiffness (EI)	Flexibility (1/EI)
8"	8.000	14	0.263	0.134	3.000	0.900	0.145	0.271	7.416	1.3	0.77
10"	10.000	14	0.450	0.214					8.000	4.6	0.22
8"	8.000	14	0.649	0.739	3.160	0.900	0.145	0.604	10.542	15.3	0.06
10"	11.000	16	0.917	0.866	3.620	0.900	0.275	0.604	12.391	12.7	0.08
12"	12.000	16	0.990	0.914					13.177	15.2	0.07
14"	13.000	14	0.843	1.134	3.605	0.750	0.275	0.604	16.091	24.3	0.03

Notes:

- These dimensions are for estimating purposes only. All dimensions are in inches unless otherwise specified.
- ADDITIONAL PRESSURES: Class 975F and including 2:1 safety factor.
- ADDITIONAL DEFLECTION: 1/16" per foot.
- Internal diameter calculated using nominal outside diameter and minimum wall thickness.
- Pipe segment has been tested to provide additional joint strength. Ask us for assistance with material using if needed.

JOINT PERFORMANCE DATA									
Nom. Size	DN	Joint Seal		Joint Weld		Joint Flange		Joint Bolted	
		14	16	14	16	14	16	14	16
8"	8	14	205	144	22,300	27,000	27,000	27,000	27,000
10"	10	18	205	160	27,000	32,000	32,000	32,000	32,000
12"	12	18	205	202	42,000	42,000	42,000	42,000	42,000
14"	14	205	202	272	60,000	60,000	60,000	60,000	60,000

make the connection™

NorthAmericanPipe.com

10000 North American Pipe Corporation • A Division of American
Certa-Lok® is a registered trademark of American Pipe Corporation

North American
Pipe Corporation

MUNICIPAL

C900/RUB Certa-Lok® with Fluid-Tie® Gasket PVC Pressure Pipe RESTRAINED JOINT INTEGRAL BELL

North American Pipe Corporation's C900/RUB Certa-Lok® with Fluid-Tie® Gasket PVC Pressure Pipe is the most advanced of today's municipal pipes for water and wastewater applications. The C900/RUB Certa-Lok® with Fluid-Tie® Gasket pipe system is designed for trenchless applications and is the most advanced of today's municipal pipes for water and wastewater applications. The smooth inside of the bell automatically removes intruding solids preventing easy assembly.

A longworn PVC pipe solution, this product reduces the joints required and increases community satisfaction with the pipe. The C900/RUB Certa-Lok® with Fluid-Tie® Gasket pipe has the fluid tie® gasket connect holes 8" through 12" has the fluid tie® gasket connect holes for a tight joint and greater selection capability.

NORTH AMERICAN PIPE

- Manufactured according to ISO 9001
- ISO 9001 certified
- C900/RUB Certa-Lok® with Fluid-Tie® Gasket
- C900/RUB Certa-Lok® with Fluid-Tie® Gasket

Short Form Specification

Pipe Brand:	C900
Diameter Size:	Cast Iron Outside Diameter (C900)
Material:	8", 10", 12", 14"
Material:	16", 18", 20", 22", 24", 26", 28", 30", 32", 34", 36", 38", 40", 42", 44", 46", 48", 50", 52", 54", 56", 58", 60", 62", 64", 66", 68", 70", 72", 74", 76", 78", 80", 82", 84", 86", 88", 90", 92", 94", 96", 98", 100"
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Series 2000PV

Mechanical Joint Restraint for PVC Pipe



Series 2000PV on 24 inch (610 mm) PVC pipe of outside wall being

Features and Applications:

- Mechanical jointing and installation is simplified
- Sizes 3 inch through 36 inch
 Sizes 42 inch through 54 inch
 accommodated by Series 2000
- MEGA-BOND™ Restraint Coating System
 for more information on MEGA-BOND, refer
 to MEGA-BOND brochure
- Comformed to ASTM A536 Ductile Iron
- The mechanical joint follower gained is
 incorporated into the restraint
- Accommodates full deflection of the
 mechanical joint on which it is used
- Heavy duty thick wall design

Product Features Available:

- Split mechanical joint style available for
 sizes 3 inch through 36 inch
 EBA Series 2000S
- Solid restrained ring becomes available for
 C900-36 PVC pipe sizes
- EBA Series 2000
- Split restrained ring flanges available for
 C900-36 PVC pipe sizes and PVC fittings
 EBA Series 2000F, 2000S and 2000F
- All 3000PV and restraint products provide
 a proven, reliable, long lasting joint,
 complete with appropriate restraint, gasket,
 lubrication and tooling hardware

For use on wet or wastewater pipelines
 with 100% water tightness
 in accordance with either AWWA C500 or ASTM
 D2744.

Nominal Pipe Size	Series Number	Support Weight
3	2003PV	7.0
4	2004PV	8.8
6	2006PV	12.1
8	2008PV	16.0
10	2010PV	26.0
12	2012PV	31.4
14	2014PV	41.6
16	2016PV	47.8
18	2018PV	61.8
20	2020PV	70.9
24	2024PV	92.0
30	2030PV	125.0
36	2036PV	160.2
42	2042*	211.1
48	2048*	271.1

*Not used on wet or 100% water tightness
 required for use on 24 inch (610 mm) and larger pipe sizes

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ANSI Std. No. 15.4
 467775-5 469693 SC01125

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1018 BLISSIE HIGHWAY PAPER RIDGE, IL 60066 PH : (708) 623-0300 FAX : (708) 623-0303 bsoo@bsoconsulting.com	 BONO CONSULTING, INC. CIVIL ENGINEERS	NEW YORK: 1000 Broadway, 12th Floor, New York, NY 10018 NEW YORK: 212-691-1000 NEW YORK: 212-691-1001 NEW YORK: 212-691-1002 NEW YORK: 212-691-1003 NEW YORK: 212-691-1004 NEW YORK: 212-691-1005 NEW YORK: 212-691-1006 NEW YORK: 212-691-1007 NEW YORK: 212-691-1008 NEW YORK: 212-691-1009 NEW YORK: 212-691-1010 NEW YORK: 212-691-1011 NEW YORK: 212-691-1012 NEW YORK: 212-691-1013 NEW YORK: 212-691-1014 NEW YORK: 212-691-1015 NEW YORK: 212-691-1016 NEW YORK: 212-691-1017 NEW YORK: 212-691-1018 NEW YORK: 212-691-1019 NEW YORK: 212-691-1020 NEW YORK: 212-691-1021 NEW YORK: 212-691-1022 NEW YORK: 212-691-1023 NEW YORK: 212-691-1024 NEW YORK: 212-691-1025 NEW YORK: 212-691-1026 NEW YORK: 212-691-1027 NEW YORK: 212-691-1028 NEW YORK: 212-691-1029 NEW YORK: 212-691-1030 NEW YORK: 212-691-1031 NEW YORK: 212-691-1032 NEW YORK: 212-691-1033 NEW YORK: 212-691-1034 NEW YORK: 212-691-1035 NEW YORK: 212-691-1036 NEW YORK: 212-691-1037 NEW YORK: 212-691-1038 NEW YORK: 212-691-1039 NEW YORK: 212-691-1040 NEW YORK: 212-691-1041 NEW YORK: 212-691-1042 NEW YORK: 212-691-1043 NEW YORK: 212-691-1044 NEW YORK: 212-691-1045 NEW YORK: 212-691-1046 NEW YORK: 212-691-1047 NEW YORK: 212-691-1048 NEW YORK: 212-691-1049 NEW YORK: 212-691-1050 NEW YORK: 212-691-1051 NEW YORK: 212-691-1052 NEW YORK: 212-691-1053 NEW YORK: 212-691-1054 NEW YORK: 212-691-1055 NEW YORK: 212-691-1056 NEW YORK: 212-691-1057 NEW YORK: 212-691-1058 NEW YORK: 212-691-1059 NEW YORK: 212-691-1060 NEW YORK: 212-691-1061 NEW YORK: 212-691-1062 NEW YORK: 212-691-1063 NEW YORK: 212-691-1064 NEW YORK: 212-691-1065 NEW YORK: 212-691-1066 NEW YORK: 212-691-1067 NEW YORK: 212-691-1068 NEW YORK: 212-691-1069 NEW YORK: 212-691-1070 NEW YORK: 212-691-1071 NEW YORK: 212-691-1072 NEW YORK: 212-691-1073 NEW YORK: 212-691-1074 NEW YORK: 212-691-1075 NEW YORK: 212-691-1076 NEW YORK: 212-691-1077 NEW YORK: 212-691-1078 NEW YORK: 212-691-1079 NEW YORK: 212-691-1080 NEW YORK: 212-691-1081 NEW YORK: 212-691-1082 NEW YORK: 212-691-1083 NEW YORK: 212-691-1084 NEW YORK: 212-691-1085 NEW YORK: 212-691-1086 NEW YORK: 212-691-1087 NEW YORK: 212-691-1088 NEW YORK: 212-691-1089 NEW YORK: 212-691-1090 NEW YORK: 212-691-1091 NEW YORK: 212-691-1092 NEW YORK: 212-691-1093 NEW YORK: 212-691-1094 NEW YORK: 212-691-1095 NEW YORK: 212-691-1096 NEW YORK: 212-691-1097 NEW YORK: 212-691-1098 NEW YORK: 212-691-1099 NEW YORK: 212-691-1100 NEW YORK: 212-691-1101 NEW YORK: 212-691-1102 NEW YORK: 212-691-1103 NEW YORK: 212-691-1104 NEW YORK: 212-691-1105 NEW YORK: 212-691-1106 NEW YORK: 212-691-1107 NEW YORK: 212-691-1108 NEW YORK: 212-691-1109 NEW YORK: 212-691-1110 NEW YORK: 212-691-1111 NEW YORK: 212-691-1112 NEW YORK: 212-691-1113 NEW YORK: 212-691-1114 NEW YORK: 212-691-1115 NEW YORK: 212-691-1116 NEW YORK: 212-691-1117 NEW YORK: 212-691-1118 NEW YORK: 212-691-1119 NEW YORK: 212-691-1120 NEW YORK: 212-691-1121 NEW YORK: 212-691-1122 NEW YORK: 212-691-1123 NEW YORK: 212-691-1124 NEW YORK: 212-691-1125 NEW YORK: 212-691-1126 NEW YORK: 212-691-1127 NEW YORK: 212-691-1128 NEW YORK: 212-691-1129 NEW YORK: 212-691-1130 NEW YORK: 212-691-1131 NEW YORK: 212-691-1132 NEW YORK: 212-691-1133 NEW YORK: 212-691-1134 NEW YORK: 212-691-1135 NEW YORK: 212-691-1136 NEW YORK: 212-691-1137 NEW YORK: 212-691-1138 NEW YORK: 212-691-1139 NEW YORK: 212-691-1140 NEW YORK: 212-691-1141 NEW YORK: 212-691-1142 NEW YORK: 212-691-1143 NEW YORK: 212-691-1144 NEW YORK: 212-691-1145 NEW YORK: 212-691-1146 NEW YORK: 212-691-1147 NEW YORK: 212-691-1148 NEW YORK: 212-691-1149 NEW YORK: 212-691-1150 NEW YORK: 212-691-1151 NEW YORK: 212-691-1152 NEW YORK: 212-691-1153 NEW YORK: 212-691-1154 NEW YORK: 212-691-1155 NEW YORK: 212-691-1156 NEW YORK: 212-691-1157 NEW YORK: 212-691-1158 NEW YORK: 212-691-1159 NEW YORK: 212-691-1160 NEW YORK: 212-691-1161 NEW YORK: 212-691-1162 NEW YORK: 212-691-1163 NEW YORK: 212-691-1164 NEW YORK: 212-691-1165 NEW YORK: 212-691-1166 NEW YORK: 212-691-1167 NEW YORK: 212-691-1168 NEW YORK: 212-691-1169 NEW YORK: 212-691-1170 NEW YORK: 212-691-1171 NEW YORK: 212-691-1172 NEW YORK: 212-691-1173 NEW YORK: 212-691-1174 NEW YORK: 212-691-1175 NEW YORK: 212-691-1176 NEW YORK: 212-691-1177 NEW YORK: 212-691-1178 NEW YORK: 212-691-1179 NEW YORK: 212-691-1180 NEW YORK: 212-691-1181 NEW YORK: 212-691-1182 NEW YORK: 212-691-1183 NEW YORK: 212-691-1184 NEW YORK: 212-691-1185 NEW YORK: 212-691-1186 NEW YORK: 212-691-1187 NEW YORK: 212-691-1188 NEW YORK: 212-691-1189 NEW YORK: 212-691-1190 NEW YORK: 212-691-1191 NEW YORK: 212-691-1192 NEW YORK: 212-691-1193 NEW YORK: 212-691-1194 NEW YORK: 212-691-1195
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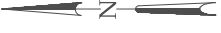
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PROJECT NUMBER: 10459
START DATE: DEC. 18, 2019
GRAPHIC SCALE: 1"=10'-0"
SHEET NUMBER: 5 OF 5

NEW WATERMAIN EXTENSION
PALATKA, ILLINOIS
KENILWORTH AVE. & MIDDLETON AVE.

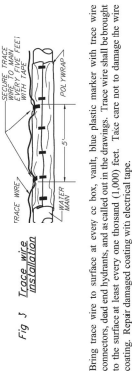
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P.O. BOX 11, 60068
PARK RIDGE, IL 60068
PHONE: (847) 823-3300
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bbo@bboconsulting.com

PROJECT STAFF	ISSUE	REVISIONS	DATE
PROJECT MANAGER: JEFF LEE	1		
DESIGNER: JEFF LEE	2		
CHECKER: JEFF LEE	3		
APPROVED: JEFF LEE	4		
DATE: 12-18-11			



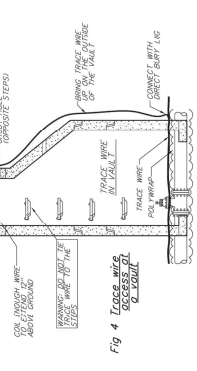
METROPOLITAN UTILITIES DISTRICT	Construction Standard	No.	Page
Utilities District	Installation of Trace Wire on Water Mains	1.14.1	5 of 5
Prepared by: Jeff Lee			
Approved by: Jeff Lee			
Effective: 12-18-11			

Trace wire shall be installed in a continuous fashion. Install trace wire on top of water main and secure to main every five (5) feet with tape as shown in Fig. 3.



Bring trace wire to surface at every cc box, vault, blue plastic marker with trace wire connectors, dead end hydrants, and acclimated out in the drawings. Trace wire shall be brought to surface at every five (5) feet with tape as shown in Fig. 3. Trace care not to damage the wire coating. Repair damaged coating with electrical tape.

Trace Wire in a Vault
Trace wire shall be brought up in all vaults. Trace wire shall be brought to the surface according to Fig. 4. Do not wrap distance wire around the steps or any other place where a person entering the vault could trip of the wire.



METROPOLITAN UTILITIES DISTRICT	Construction Standard	No.	Page
Utilities District	Installation of Trace Wire on Water Mains	1.14.1	2 of 5
Prepared by: Jeff Lee			
Approved by: Jeff Lee			
Effective: 12-18-11			

When connecting trace wire ends together, strip 5/8" of insulation from the end of each wire. Insert the two ends firmly into the direct bury wire nut. Twist the wire nut clockwise while pulling the wires firmly into the nut. Do not over torque. Tie the wires in a knot as shown in Fig. 1.

Joining Trace Wire - Branch to Main: Connections of trace wire at tees, crosses, and at hydrants shall be made using a direct bury wire nut. The wire nut shall be secured with a direct bury lug. Refer to Fig. 2 for this connection type.

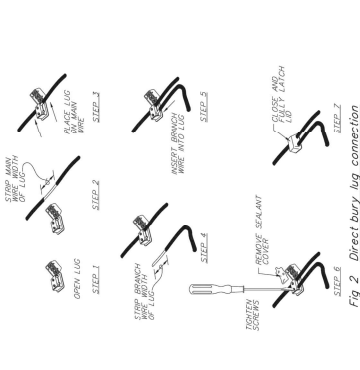


Fig 2 Direct bury lug connection

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No.	Page
Utilities District	Installation of Trace Wire on Water Mains	1.14.1	5 of 5
Prepared by: Jeff Lee			
Approved by: Jeff Lee			
Effective: 12-18-11			

Trace Wire in PVC Conduit at Hydrant
Trace wire shall be brought up in a PVC conduit at all dead end of main fire hydrants without a valve and at hydrants of a non-typical hydrant (i.e. deep-legged hydrant). The trace wire shall be brought up to the surface at the hydrant. The trace wire shall be secured to the hydrant with a direct bury lug. Refer to Fig. 3 for this connection type.

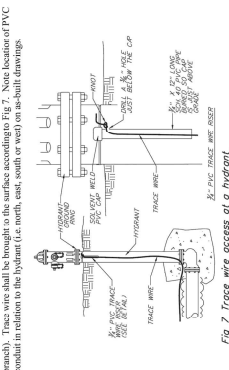


Fig 3 Trace wire access at a hydrant

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No.	Page
Utilities District	Installation of Trace Wire on Water Mains	1.14.1	1 of 5
Prepared by: Jeff Lee			
Approved by: Jeff Lee			
Effective: 12-18-11			

GENERAL
Construction Standard governs trace wire installation on water mains. A 14 gauge or larger trace wire shall be installed on all water mains. Exception: Water mains as part of a relocation project shall have trace wire installed.

- If the length of the relocated section is 600' or greater, the trace wire shall be installed in a continuous fashion. Install trace wire on top of water main and secure to main every five (5) feet with tape as shown in Fig. 3.
- The main being relocated currently has trace wire on it.
- All relocated PVC and HDPE water mains.

Trace wire shall be installed in a continuous fashion. Install trace wire on top of water main and secure to main every five (5) feet with tape as shown in Fig. 3.

Take care to protect the wire insulation and repair it with electrical tape if the coating is damaged. Always attach the wire to the lead end of the pipe when boring or plowing and never attach the wire to the end of the pipe when using a directional boring method. Trace wire shall be brought to surface at every five (5) feet with tape as shown in Fig. 3. Trace care not to damage the wire coating. Repair damaged coating with electrical tape.

APPROVED TRACE WIRE MATERIAL
Trace wire for direct bury installations shall be #14 AWG Copper Clad Steel wire as manufactured by Copperhead Industries, LLC #14 AWG solid Copper wire with 30 mil high molecular weight polyethylene insulation as manufactured by Agave Wire.

- Trace wire for water mains installed by directional boring shall be #12 or #10 AWG copper clad steel wire as manufactured by Copperhead Industries, or approved equal.
- 4 FT U-shaped posts.
- Valve Box Top Sections.
- Direct Bury Wire Nuts (DYNOS Direct Bury Wire Nut (10444) manufactured by Dynos Direct Bury Wire Nut).
- Direct Bury Lug (DYNOS Direct Bury Lug as manufactured by King Innovation or approved equal).

TRACE WIRE CONNECTIONS
Joining Ends of Trace Wire: Connections into existing trace wire, connections into trace wire installed by other contractors, and connections between end point of traces wire to another, and other similar connections shall be made using a direct bury wire nut.

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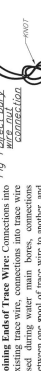


Fig 1 Direct bury lug connection

METROPOLITAN UTILITIES DISTRICT	Construction Standard	No.	Page
Utilities District	Installation of Trace Wire on Water Mains	1.14.1	4 of 5
Prepared by: Jeff Lee			
Approved by: Jeff Lee			
Effective: 12-18-11			

Trace Wire in Blue Plastic Pipe Line Marker
When bringing the trace wire up in a blue plastic pipe line marker, install the trace wire into the marker. The trace wire shall be brought up to the surface at the marker. The trace wire shall be secured to the marker with a direct bury lug. Refer to Fig. 3 for this connection type.

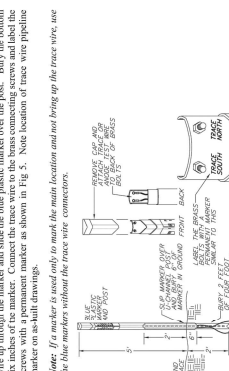


Fig 4 Trace wire access at a CC Valve Box

Trace Wire in a CC Valve Box
Trace wire shall be brought up in all CC valve boxes. The trace wire shall be brought to the surface at the valve box. The trace wire shall be secured to the valve box with a direct bury lug. Refer to Fig. 3 for this connection type.

Trace wire shall be brought up in all CC valve boxes. The trace wire shall be brought to the surface at the valve box. The trace wire shall be secured to the valve box with a direct bury lug. Refer to Fig. 3 for this connection type.



Fig 5 Trace wire access at a CC Valve Box

Kenilworth Ave Resident (next door to Petitioner)

Edward & Terri DiPaolo, 1051 W Kenilworth Ave., Palatine, IL

Letter of Objection

To: Elected Palatine Committee/ Village Council, Zoning Board of Appeals, Planning Commission and Planning and Zoning Department.

Reference: **1025 & 1037 W Kenilworth Ave., File No 20-10**

Preliminary and Final Plat of Subdivision to allow for a four-lot subdivision.

Preliminary and Final Planned Development for Single Family Residential Lots

Rezoning to Planned Development

We all moved into this neighborhood with the understanding that we are moving into large lots with big open spaces. Some 18 years ago, we dragged sewer and water from the middle of Clyde Av., over 600 feet to 1051 W Kenilworth Ave. Once sewer and water were “on the street” all the one acre lots began to fall prey to subdivision of half acre. Now the Petitioner is requesting special zoning allowing for 2 lot sizes as narrow as 75 feet? Lots like mine and the Petitioners, once numerous, now account for a small percentage of the village lots. In hindsight, the village should have done more to protect these lots, moving forward the village should do more to protect the remaining property owners. I do not want 2 extra sets of next-door neighbors to my East.— Most neighbors feel the same and I pray that they are brave enough to face the Petitioner/Committee and voice their concerns.

While progress and development are inevitable, our second objection stems from the opportunity lost for the rest of the neighbors (myself) from developing our lots. Approving the proposal as filed causes all other developing opportunities from several lot owners to be lost. Costing each of us over \$200,000 and causing us to simply hold to much land that can never be developed, leaving us stuck to pay property taxes on a half-acre that will forever remain dormant land. While the petitioner collected his. His development should only be approved if done in a manner that will allows us all to subdivide.

I request that the petitioner be denied his proposal as filed.

Middleton Ave. south of Kenilworth is an uncurbed, soft shouldered road that becomes further restricted to about 15 feet, 150 feet south of the Kenilworth. (in front of the petitioners “lots for sale”)

Respectfully submitted,

Edward & Terri DiPaolo,

Attachment: Plan Commission materials 6-21-22 (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

PUBLIC NOTICE

A Public Hearing will be held before the Village of Palatine Plan Commission on Tuesday, June 21, 2022 at 7 PM, in the Village Council Chambers in Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:

1. Preliminary and Final Plat of Subdivision to allow for a four lot subdivision.
2. Preliminary and Final Planned Development.
3. Rezoning from R-1 single-family residential to Planned Development.

The property is commonly known as 1025 & 1037 W. Kenilworth Avenue (PIN #: 02-21-213-014-0000 & 02-21-213-015-0000).

The Petitioner is requesting a Preliminary and Final Plat of Subdivision to subdivide the existing two lots into four lots and a Preliminary and Final Planned Development to allow for two additional single-family residential lots, fronting on Middleton Avenue. The property would also be Rezoned to Planned Development.

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

FILE #: 20-10
VILLAGE OF PALATINE
Dennis Dwyer, Chair
Palatine Plan Commission
DATED: This 6th day of June 2022

Published in Daily Herald
June 6, 2022 (4583652)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

County(ies) of Cook, Kane, Lake, McHenry

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 06/06/2022 in said **DAILY HERALD**.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY

Laurel Baetz
Authorized Agent

Control # 4583652

Attachment: Plan Commission materials 6-21-22 (2022-71 : 1025 and 1037 W Kenilworth Ave - 4 Lot Sub PD)

III. PUBLIC HEARING

1. 1025 and 1037 W. Kenilworth Avenue

Case 20-10

Chairman Dwyer read the notice of public hearing that was published in the Daily Herald on June 6, 2022 and mailed to the owners of the surrounding properties.

The following petitioner's exhibits were introduced:

1. Application
2. Project Narrative
3. Plat of Survey
4. Plat of Subdivision
5. 1025 & 1037 Engineering Plans
6. Letter of Objection
7. Public Notice
8. Letter of Objection #2
9. Letter of Objection #3

Sworn in Petitioners:

Mr. George Borawski

Will Hepburn, P.E., Civil Engineer III - Bono Consulting Civil Engineers

Mr. Borawski states his request is to subdivide 2 lots off of Middleton Avenue. Lots are currently 60,000 sq. ft. and he is requesting to divide into (4) 15,000 sq. ft. lots.

Mr. Hepburn states that they plan to provide public improvements along Middleton Ave by extending the sanitary and watermain and adding sidewalk, new pavement and curb and gutter where required.

Ms. Bremanis explains that the 2 current lots are zoned R1. The petitioner is seeking to rezone the Subject Property from R-1 to Planned Development and to subdivide the lots into four separate lots. An illustration of the existing property is presented. She explains that subdividing the property would add 2 lots to the south, both 75 feet in width and 204 linear feet long. She provides comparison information for surrounding properties with similar conditions. She states that the new proposed lots meet the R2 standards and provides lot measurements. She gives information on the existing utility and storm line locations and explains that they are proposing to extend the water line to the south down Middleton Avenue. Photos of the existing lots are presented and she provides illustrations to explain the area. She states that sidewalks would be installed along Middleton and trees planted in the parkway as part of the proposed plan.

Mr. Friedman questions if we have records of areas that have been annexed into Palatine prior to subdivision or similar plan development agreements with the

county.

Ms. Bremanis states there may have been lots subdivided prior to being annexed into Palatine and there would not be record on file with the Village.

Mr. Dwyer states it could be confusing that the zoning is for Planned Development opposed to R1 or R2 since this is a residential area.

Ms. Bremanis states it is for consistency on how we process subdivisions and maintaining the large size lots and setbacks.

Mr. Vyverberg restated that this is consistent to how these subdivisions had been processed in the past. He also states that the architect code has to meet the monotony code that didn't exist in 2002/2003. In addition the maintenance of the bioswales.

Mr. Dwyer asked about one of the objector letters being that the interior lots would not have access if subdivided. Mr. Dwyer stated he did not see how they could create access for these interior lots.

Ms. Bremanis stated that is correct.

Mr. Dwyer refers to the letters of opposition that have been received from residents. He states that they oppose the request and ask that the large lots remain as is.

Resident: Mr. Jim Hall - 245 S Clyde is sworn in.

Mr. Hall refers to Current Zoning Map and states that he and his wife are opposed to this subdivision request. He provides background on the purchase of his property and states that the large lots were appealing to him which led him to the purchase of his property. States that he has invested an enormous amount of money to bring water and sewer to the area that he will never recoup. He states that Mr. Borawoski's request is an opportunity for him to make a profit and states that this opportunity is not available to the owners of the middle properties as only the corner lots can be subdivided. He is completely opposed and requests the area remain as is.

Mr. Friedman comments that the subdivision does not impact the lots in the area. He asks how this will impact him specifically.

Mr. Hall states that the privacy and distance from neighbors along with the large lot size was the reason he purchased his property. It will also add population to the small subdivision and feels the request will change the character of the neighborhood.

Resident - Ed DiPaolo - 1051 W Kenilworth was sworn in.

Mr. De Pala stated he is opposed to the subdivision request and submitted a letter of objection. His main objection is changing the lot sizes of the properties, the large property lots are the appeal of the neighborhood. His second objection is that he would not be able to subdivide his lot since it is interior. In addition, Middleton is a substandard street.

Mr. Friedman asks if the redevelopment would include improving Middleton Dr.
Ms. Bremanis states that it is.

Resident - Arturo Santano - 247 S Middleton -

He states he is friendly with Mr. Borawski and has no personal conflict with him but has concerns with this petition. He states that subdividing the property would potentially have a house next to his which changes the appeal of his property and way of life. He also is concerned that the construction traffic using the existing narrow road into the subdivision would be a hazard. The road barely allows 2 passing cars currently and construction traffic would only create further complications.

Mr. Friedman asked about the existing tree line that appears to buffer the yard.
Mr. Santano stated those are right on the lot line.

Mr. Dwyer asks Mr. Hepburn if the timing and changes to Middleton will be improved to meet the village standards for a residential street.

Mr. Hepburn states it would meet the standards but are limited to right of way with the circle drive.

Mr. Dwyer asks how it would meet standards without encroaching on the circle driveway in the right of way.

Ms. Bremanis provides measurements and states it will be improved but will not meet village standards. In regards to the narrow road concern during construction, she states that a Construction Management Plan is part of the conditions.

Discussion ensues regarding water conditions.

Ms. Bremanis states that sanitary sewer would connect to the existing services in the S. Middleton Avenue right-of-way. Water service would connect to the new water main. She explains how the storm water drains currently and states the proposed plan would not significantly alter the drain pattern.

Resident - Mr. Hall states the water flow is a concern.

Resident - Mr. Arturo states there is a high water table next to the wetlands. Currently, the water ponds at his driveway during heavy rains.

Petitioner - Mr. Borawski states that the detention area existed when the Clyde extension was built.

STAFF RECOMMENDATION:

While some of the immediately adjacent properties remain R-1 zoning with larger lots, the proposal is consistent with recent developments immediately northwest, northeast and east of the Subject Property. Therefore, Staff recommends approval of the proposal, subject to the following conditions:

1. The development shall substantially conform to the Plat of Subdivision prepared by Murry and Moody, LTD. and the Engineering Plans prepared by Bono

Consulting Civil Engineers., dated 11/22/2019 last revised 06/01/2022, except as such plans may be revised to conform to Village Codes and Ordinances.

2. All future residences shall follow the Village's R-2 Standards.
3. A Public Improvement letter of credit or appropriate security deposit shall be submitted in a manner acceptable to the Village Engineer.
4. Review fees in the amount of 1.5% of the total project improvement costs (as defined in the Village Code) shall be submitted in a manner acceptable to the Village Engineer.
5. A Planned Development letter of credit shall be submitted in a manner acceptable to the Director of Planning and Zoning.
6. The Final Plat of Subdivision shall be submitted on Mylar with the required signatures and significantly conform to the Plat of Subdivision prepared by Murry and Moody, LTD.
7. A Subdivision Improvement Agreement shall be submitted in a manner acceptable to the Village Attorney.
8. Recording fees in the amount of \$300 shall be submitted.
9. The Final Engineering Plans and Final Engineer's Cost Estimate shall be revised in a manner acceptable to the Village Engineer.
10. Cash-in-lieu of detention shall be submitted in a manner acceptable to the Village Engineer.
11. A construction management plan, indicated the proposed material delivery routes and contractor parking areas, shall be submitted to the Village Engineer.
12. A MWRD permit shall be submitted.

Mr. Noonan made a motion to close the public hearing.

DISCUSSION:

Mr. Kolososki is not opposed to the petitioner's request and states that the area invites subdivision.

Mr. Noonan asks when the Sub lot at Clyde and Kenilworth was completed and the zoning map is referenced showing dates of previous sub divisions.

Mr. Dwyer states that request for sub dividing of lots that have been requested in the past did not have the same level of objection and states that he is not in favor of the subdivision.

Mr. Noonan has concerns regarding the street not meeting the village standards. Mr. Friedman states individual homeowners in the neighborhood that enjoy their large property would still have their large property. He states that the proposed subdivision of these properties are in line with what is in the area.

Mr. Dwyer states that it would change the character of the adjoining properties.

Mr. Friedman made a motion to approve subject staff's conditions; 2nd by Mr. Kolososki

Commissioner Dwyer summarized the request was accepted by a vote of 3-2. This will tentatively go to Village council on Monday August 8th, 2022.

RESULT:	RECOMMENDED TO APPROVE [3 TO 2]
MOVER:	Eric Friedman, Plan Commissioner
SECONDER:	Robert Kolososki, Plan Commissioner
AYES:	Williams, Friedman, Kolososki
NAYS:	Dwyer, Noonan
ABSENT:	Bettenhausen, Fedota

Approval of a Resolution Directing the Mayor to Execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park for the Provision of Water

BACKGROUND:

In 1999, the Village of Palatine and Village of Deer Park entered into an Intergovernmental Agreement for the provision of water by Palatine to the portion of Deer Park bounded by Lake Cook Road to the south, Quentin Road to the west and Rand Road. That agreement was amended in 2013 to provide for an expanded area for the water service within the service area and in exchange, there was to be a sharing of 20% of sales tax dollars for new developments.

KEY ISSUES:

The agreement is nearing the end of its initial term and a renegotiation commenced. As part of this process, Deer Park is seeking an increased allocation of water to service the existing area as well as some new properties along the Rand Road frontage. Through the negotiations, a proposed IGA has been reached that provides for the following key items:

- Increase allocation from 345,000 gallons to 450,000 gallons per day.
- Provide sales tax sharing for the new properties as well as any property that was not subject to the sharing that had not received a water allocation.
- Increase the sales tax sharing from a fixed 20% of the State sales tax to a moving scale of 20% for the first six years to 25% in years 7-10 and 40% following year 10.
- The IGA would have a term of the shorter of 25 years or the term of our agreement with the Northwest Water Commission.

ALTERNATIVES:

1. Approve the Intergovernmental Agreement subject to final review and approval by the Village Attorney.
2. Do not approve the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends approval of a resolution directing the Mayor to execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park.

ACTION REQUIRED:

Approval of Resolution directing the Mayor to execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park.

ATTACHMENTS:

- revised IGA.clean draft 8 3 22.will need updated exhibits
- Resolution IGA Water Agr. Deer Park

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

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

Patrick T. Brankin
Schain, Banks, Kenny &
Schwartz, Ltd.
70 W. Madison, Suite 2300
Chicago, IL 60602

THE ABOVE SPACE FOR RECORDER'S USE

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND
THE VILLAGE OF DEER PARK RELATIVE TO
WATER SUPPLY FOR CERTAIN PROPERTY
WITHIN THE VILLAGE OF DEER PARK**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and among the Village of Palatine, located in Cook County, State of Illinois, and the Village of Deer Park, located in Lake County and Cook County, State of Illinois.

WITNESSETH:

WHEREAS, the Villages of Palatine and Deer Park wish to engage jointly in a plan for providing a water supply to certain property situated in the Village of Deer Park, Lake County and Cook County, Illinois; and

WHEREAS, the Village of Palatine ("Palatine") is a municipality as provided in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. and is a home rule unit as provided in the 1970 Illinois Constitution (Article VII, Sec. 6) and the Village of Deer Park ("Deer Park") is a municipality as provided in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

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

WHEREAS, pursuant to 65 ILCS 5/11-124-1 the corporate authorities of each municipality

are authorized to contract with any person, corporation, municipal corporation, political subdivision, public water district or any other agency for a supply of water; and

WHEREAS, pursuant to 65 ILCS 5/11-126-1, the corporate authorities of each municipality may provide for a water supply for fire protection and for the use of the inhabitants of such municipality by procuring such a water supply from any adjacent municipality; and

WHEREAS, water supply for the Service Area as hereinafter described is a problem which can be approached more effectively and economically through a joint undertaking; and

WHEREAS, Deer Park has requested that Palatine provide the owners of those portions of the Service Area which now are, or through annexation come within Deer Park's corporate limits, with an adequate supply of Lake Michigan water through Palatine's water transmission system from its source of supply from the Northwest Water Commission, said water to be withdrawn at various locations acceptable to Palatine which are convenient and available points for procuring water from said system by Deer Park; and

WHEREAS, it is more economical for Deer Park to secure a Lake Michigan source of water supply through Palatine's Water System than for Deer Park to secure water from any other Lake Michigan water source; and

WHEREAS, Palatine secures its water from the Northwest Water Commission pursuant to an Agreement dated April 4, 1983, which Agreement imposes certain limitations including limits on Palatine's right to resell water to only retail customers. That agreement will expire in 2035; and

WHEREAS, Palatine and Deer Park previously entered into an Intergovernmental Agreement for water supply dated August 9, 1999; and

WHEREAS, Palatine and Deer Park previously entered into a First Amended Intergovernmental Agreement for water supply dated November 18, 2013; and

WHEREAS, Palatine and Deer Park enter this agreement to partially reaffirm, to amend, and to expand upon their prior agreements; and

WHEREAS, this Agreement is not intended to provide for the sale of water by Palatine to

Deer Park, but rather is expressly limited to providing for the sale of water to retail customers who are owners/occupants/water customers located within the Service Area and to set minimum standards to protect the public health, safety and welfare of both Villages with respect to the particular property which is the subject of this Agreement.

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

1. **Definitions.**

“Service Area” means the property presently located within the corporate limits of Deer Park, Lake County, Illinois or subsequently annexed to Deer Park, and depicted on the map of the Service Area in Exhibit 9.

“Customer” means the person responsible for the usage of the water and the payment of the bill. There shall be only one customer for each building developed within the Service Area.

“Deer Park Water Rate” means the rate applicable to property in Deer Park as set forth in Palatine’s Fee Schedule Supplement to the Palatine Code of Ordinances.

“Developer” means any person, firm, partnership, limited liability company or corporation which proposes to develop and/or does develop within the Service Area as hereinafter described, the owners of record of the Service Area, their successors and assigns; and/or retail water customers located within the Service Area who are supplied with water from Palatine.

“Development” means the approved plans of new development or redevelopment for any part of the Service Area as approved by Deer Park . Deer Park shall supply all such development plans to Palatine for information purposes only at the time of submittal by the Developer.

“Development Water System” means the Off-Site Dedicated Water System, the On-Site Dedicated Water System, and the On-Site Privately Maintained Service

Connections, all defined herein.

“Emergency” means a fire or a natural disaster that requires the use of water for fire suppression purposes.

“Illinois Retailers’ Occupation Tax and Service Occupation Tax” or “Illinois Sales Tax” means any retailers’ occupation tax and/or any service occupation tax directly imposed by any Illinois statute, a share or portion of which, is shared with municipalities.

“Deer Park Municipal Sales Tax” means any home rule or non-home rule retailers’ occupation tax and/or service occupation tax Deer Park imposed by municipal action(s), including but not limited to by a Deer Park municipal resolution, ordinance, and/or referendum, although authorized, in whole or in part, by Illinois statute.

“Off-Site Dedicated Water System” means all necessary water pipes, mains, pumps, and related equipment and appurtenances located off of the Service Area which has been constructed and installed by Deer Park or Developer and dedicated to and accepted by Palatine as part of its Water System as depicted in Exhibit 5.

“On-Site Dedicated Water System” means all necessary water pipes, mains and related equipment and appurtenances excluding service connections located within the Service Area which have been or will be constructed or installed by Deer Park or Developer which have been or will be dedicated to and accepted by Palatine as provided herein. The location of the On-Site Dedicated Water System is identified on Exhibit 6, attached hereto and made a part hereof, all of which have been reviewed and approved by the Palatine Village Engineer. For other lands within the Service Area where the preliminary and final plans for the On-Site Dedicated Water System have not been prepared, Deer Park agrees to provide Palatine with the plans for the On-Site Dedicated Water System for those properties and agrees to obtain approval of the Palatine’s Village Engineer of those plans with respect only to issues relevant to the On-Site Dedicated Water System; provided that such plans shall be deemed approved in accordance with

Deer Park's review and comments if Palatine's Village Engineer has not provided written comments within ten (10) working days after said plans are personally delivered to Palatine's Village Engineer by Deer Park's Village Engineer. The comments of Palatine's Village Engineer shall be deemed conditions of approval and the changes recommended in such comments shall be made to the plans. "On-site Privately Maintained Service Connections" means all necessary water pipes, mains, pumps and related equipment and appurtenances located on the Service Area, which have been or will be constructed and installed by Developer. Any easements necessary to provide Palatine with access to this part of the system, as determined by Palatine's Village Engineer, will be provided. This part of the system shall not be dedicated to, or accepted by Palatine, and shall be maintained by the Developer. Generally, this part of the system shall include all necessary facilities which are not part of the On-Site Dedicated Water System or Off-Site Dedicated Water System. A final determination on what constitutes the "on-site privately maintained service connections" shall be determined by mutual agreement of Deer Park's and Palatine's Village Engineers.

"Palatine Water System" means the Village of Palatine water system and includes, but is not limited to all necessary water pipes, mains, pumps and related equipment and appurtenances. Upon dedication to and acceptance by Palatine, the On-Site Dedicated Water System shall become part of the Palatine Water System.

"Publicly Dedicated Water System" means the Off-Site Dedicated Water System and the On-Site Dedicated Water System.

"Village Standards" means Village of Palatine standards as set forth in the Village of Palatine Code and associated ordinances as interpreted by the Palatine Village Engineer and shall be the same as apply within Palatine's corporate limits.

2. **Palatine to Supply Water to the Service Area.**

- a. Palatine agrees to provide and Developer or Customer agree to purchase at

retail from Palatine a public water supply for potable use and for fire protection to service the Service Area to be used by Deer Park or Developer, pursuant to the following terms and subject to the conditions set forth in this Agreement.

- b. Palatine shall have an obligation to supply, and the Service Area shall have a right to receive water flow as needed, up to but not more than 450,000 gallons per day, as set forth on the Average Daily Water Allocation exhibit attached hereto as a part of Exhibit 9, subject to any and all regulations, requirements and laws present and future of the Northwest Water Commission (or any successor agency thereof) and any federal or state regulatory agencies.
- c. , Deer Park shall have the authority to unilaterally amend the allocations described in Exhibit 9 to reallocate the water allocations within the Service Area, as described on Exhibit 9 if it does not increase allocations in excess of the 450,000 gpd authorized by this Agreement. Deer Park shall notify Palatine of any re-allocations within the Service Area by providing an updated Exhibit 9 to Palatine before such time as a Developer with a new allocation may obtain new or additional water service from Palatine.
- d. Except during an emergency, Deer Park agrees that the maximum daily use shall not exceed the annual water allocation of 450,000 gallons per day. Palatine may, at its option, provide water to the Service Area in excess of that volume on the terms and conditions set forth below, but shall be under no obligation to do so, and the provision of water beyond 450,000 gallons per day at any time or for any length of time shall not vest rights in either Deer Park or Developer to such increased amounts of water. In furtherance hereof, Deer Park and Developer acknowledge Palatine's right to restrict the flow beyond 450,000 gpd by whatever means and methods Palatine deems appropriate.
- e. Palatine reserves the exclusive right to determine what means, methods,

procedures, and/or facilities (including Palatine's wells, pumps, storage facilities and pressure zones) will be utilized in providing water to Deer Park in order to comply with the terms of this Agreement or the water allocated to Deer Park.

- f. Tap On Procedures: Developer shall initiate the process for a water connection by applying for a tap-on. Said application shall be filed by each separate customer, shall meet Palatine's requirements including the payment of all usual and customary fees due and owing in connection with the request for the tap-on in the same amount Palatine charges for tap-ons within its corporate limits, shall provide Palatine with an executed Water Service Agreement substantially consistent with the terms and conditions, which are set forth in Exhibit 7 (which Palatine may amend from time to time, but only with changes of general applicability to all Palatine water users); and shall provide Palatine with a statement of allocation certified by Deer Park pertaining to the Developer's average daily allotment of water usage, consistent with Exhibit 9, as may be updated, which average, daily allotment shall be used by Palatine in enforcing allotments on water, in computing the monthly water bill, and in allocating a penalty for overuse. It is further agreed that only one tap-on connection and meter shall be permitted for each building to be developed within the Service Area. Palatine shall use its best efforts to require all applicants for water connection for the Service Area to present written evidence issued by Deer Park that applicant has paid any and all applicable tap-on fees required by Deer Park for such connection. Palatine's failure to do so shall not be grounds for termination of this Agreement. Palatine shall maintain suitable records of the consumption of water by the customers and these records shall be available to Deer Park upon request at reasonable

times.

- g. Palatine shall supply Deer Park or Developer with water of a quality commensurate with that furnished to Palatine's customers. Deer Park shall require the Developer to bear the responsibility for maintaining the water quality at any point beyond Palatine's watermain and within the On-Site Privately Maintained Service Connections.
- h. Deer Park or Developer shall notify and keep Palatine informed of the responsible individual(s) in charge of water operations for the Service Area. Initially, Deer Park designates its Village Engineer, which currently is the firm of Christopher Burke Engineering, Inc.
- i. Palatine's obligation to provide water shall be conditioned on Deer Park or Developer granting it easements (in a form and with supporting title insurance reasonably satisfactory to Palatine) providing Palatine with sufficient rights of access to any and all of the Development Water System including the publicly and privately maintained water system.

3. **Conditions to Palatine's Obligation to Supply Water to the Service Area.**

a. For any future Water System construction, Deer Park or Developer, solely at their own expense, will construct and install all necessary water pipes, water mains, pumps and related equipment and appurtenances on and off of the Service Area. Such construction shall be done in accordance with good engineering practices utilized by Palatine and pursuant to plans reviewed and approved by Palatine's Village Engineer. Any material changes in the approved plans will require written approval of Palatine's Village Engineer.

b. Upon completion of any On-Site Dedicated Water Systems, Deer Park or Developer shall be required to convey title to the On-Site and Off-Site Dedicated Water System to Palatine. The systems subject to such conveyance to Palatine shall include all

water pipes, water mains, pumps and related equipment and appurtenances and any extension in and upon the Service Area (only those designated as On-Site Dedicated Water System improvements). As a condition to the acceptance of such dedication(s), Deer Park shall provide Palatine with a certificate from the project engineer that the Publicly Dedicated Water System has been completed in accordance with the approved plans, as-built drawings, a bill of sale and lien waivers from the general contractor and all sub-contractors and material suppliers, all of the necessary easements to permit Palatine to gain access to the Development Water System and any other documents reasonably required by Palatine.

c. Deer Park or Developer shall grant platted and recorded maintenance easements to Palatine to be located on the Service Area to permit Palatine's access to such lines. Such easements shall be in a form reasonably acceptable to Palatine and shall be insured by a title company, which title evidence shall be supplied to Palatine prior to its obligation to service that portion of the Service Area. Deer Park or Developer shall be required to take such steps as are reasonably necessary to secure a written easement for said water system improvements (constructed or to be constructed) which will serve the Service Area. Deer Park and Palatine shall each be a party to and beneficiary to any such easement agreement.

d. Except for salaried Palatine staff, Deer Park or Developer shall pay Palatine's expenses in connection with the provision of water to the Service Area including, but not limited to its attorneys' fees in drafting and negotiating this Agreement and additional customer water service agreements and any other attorneys' fees related to this transaction; for plan review; preparing and letting bids; and contract construction and inspection at the rates ordinarily charged to Palatine. Deer Park shall pay, or pay under protest, such fees within thirty (30) days of invoice. Any fees paid under protest shall be subject to the parties' best efforts to resolve by negotiation. In the event of litigation

over any fees paid under protest, the prevailing party shall be entitled to recover, as part of the judgment, its reasonable costs of litigation, including but not limited to attorneys' fees. Palatine shall have all remedies available to it including, after written notice and a thirty (30) day period to cure, declaring its obligations under this Agreement void and refusing to supply water to any Developer who has not paid such fees in the Service Area in the event Deer Park or Developer fails to pay said invoices in a timely manner.

e. Palatine, upon approving the condition of the Publicly Dedicated Water System, and its acceptance of the dedication of said system, shall assume title to and accept responsibility for said system.

f. Palatine reserves the right to inspect, test, repair and replace the water meters on the On-Site Privately Maintained Service Connections as required by Palatine. Such replacements or repairs shall be performed by and shall be paid for by Palatine.

4. **SALES TAX SHARING**

a. Existing Service Area: As additional consideration for the provision of water by Palatine to the Deer Park Service Area, the Parties further agree as follows:

(1) Illinois Sales Tax Sharing for Existing Service Area: Deer Park shall pay to Palatine, twenty percent (20%) of all Illinois Retailers' Occupation Tax and Service Occupation Tax ("Illinois Sales Tax") received by Deer Park from the properties in the Service Area depicted on Exhibit 9 that already are receiving water service from Palatine as of the effective date of this Agreement (hereinafter referred to as the "Sales Tax Property"). This amount does not include any Deer Park Municipal Sales Tax.

(2) Illinois Sales Tax Sharing for Certain Previously Undeveloped Parcels: For the properties identified in Exhibit 9 as "Undeveloped Sales Tax Share Parcels" (highlighted in red cross-hatches within

Exhibit 9) which are those properties in the Service Area that have not been developed as of the Effective Date of this Agreement and are not yet receiving water service from Palatine, Deer Park and Palatine agree to share Illinois Sales Tax (but not Deer Park Municipal Sales Tax) in the following manner:

- (i) For the first six full years following the earlier of either (i) the issuance of the first building permit on any Undeveloped Sales Tax Share Parcel (excluding the Dunkin' Donuts Parcel described below) or (ii) January 1, 2026 (the earliest of which shall be referred to as the "Trigger Date"), Deer Park shall pay 20% of the Illinois Sales Tax it receives from the State of Illinois to Palatine for any and all such parcels once developed and generating Illinois Sales Tax.
 - (ii) For the next seven through ten years following the Trigger Date, Deer Park shall pay 25% of the Illinois Sales Tax it receives from the State of Illinois to Palatine for any and all such parcels once developed and generating Illinois Sales Tax.
 - (iii) Commencing on the eleventh year following the Trigger Date, and for the remaining duration of this Agreement, Deer Park shall pay 40% of the Illinois Sales Tax it receives from the State of Illinois to Palatine for any and all such parcels once developed and generating Illinois Sales Tax.
- (3) Dunkin' Donuts Property: As consideration for Palatine's agreement to extend the Service Area to include the property known as the Dunkin' Donut's Property (depicted in Exhibit 9 and identified by Lake County PIN No. 1434100033), Deer Park shall require the owner

of the Dunkin' Donut's Property to pay the Deer Park Water Rate. Deer Park also shall include the Dunkin' Donuts Property in the calculation of any Illinois Sales Tax due to Palatine for the Undeveloped Sales Tax Share Parcels described immediately above at such time as that provision applies.

- b. Deer Park shall make said Illinois Sales Tax payments to Palatine within sixty (60) days of receipt by Deer Park of any Illinois Sales Tax generated from the Sales Tax Property. In order for Palatine to verify the receipt by Deer Park of Illinois Sales Tax generated from the Sales Tax Property, Deer Park agrees to provide Palatine with all legally permissible necessary information including but not limited to the Illinois Business Tax ("IBT") number for all Illinois Sales Tax generating uses on the Sales Tax Property. Payment shall be accompanied by a copy of Sales Tax Report and a statement executed by an officer of Deer Park setting forth the calculation for said payment.
- c. The parties acknowledge and agree that this Agreement is predicated on existing law in the State of Illinois. The General Assembly from time to time has considered eliminating or modifying the distribution of Illinois Sales Tax revenues to Illinois municipalities. The parties agree to amend this Agreement in the event of such a legislative change so that Palatine will continue to receive revenues generated by the Sales Tax Property.
- d. The parties agree that as a condition precedent for the provision of water to the Sales Tax Property, all Illinois Sales Tax generating users on the Sales Tax Property shall be required to execute an Illinois Department of Revenue form entitled "Authorization to Release Sales Tax Information to Local Governments" (or comparable successor form, if any) to permit the Illinois Department of Revenue to disclose to Palatine and Deer Park, Deer Park's

share of Illinois Sales Tax received from the Illinois Sales Tax generating users signing said form and to furnish such other consents or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish the sales tax information from the sales tax generating users. These requirements shall also apply to any future increases in Illinois Sales Tax adopted by the State of Illinois after the effective date of this Agreement, but the aforesaid requirement for sharing by Deer Park with Palatine of Illinois Sales Taxes generated by the Sales Tax Property shall not be applicable to Deer Park Municipal Sales Taxes generated from the Sales Tax Property.

5. **Palatine to Operate the System/Mutual Cooperation.**

- a. After approval and acceptance thereof, Palatine shall operate, maintain and repair the Off-Site Dedicated Water System and the On-Site Dedicated Water System (but not the On-Site Privately Maintained Service Connections). Palatine shall thereafter provide a public water supply for potable uses and for fire protection purposes subject to the terms and conditions contained in this Agreement. The maintenance and operation of such water system shall be consistent with Palatine's maintenance standards for the water system within its corporate limits, shall be in compliance with applicable federal, state, and other government regulations (including regulations of the Northwest Water Commission or any successor agency), and shall thereafter be the responsibility of Palatine.
- b. Palatine and Deer Park each agree to cooperate fully with the other municipality when executing each party's respective responsibilities pursuant to this Agreement and in furtherance thereof, Deer Park hereby transfers to

Palatine its statutory powers pursuant to the Illinois Municipal Code relative to making all necessary rules and regulations concerning the use of said System, and to do all acts and to make such rules and regulations for the construction, completion, management, or control of said System, and for the fixing and collection of water rates or rents. Deer Park agrees that when it has made an independent determination that Developer or Customer is not in compliance with the terms of this Agreement, and Palatine has made reasonable efforts to compel performance and has requested Deer Park's assistance and cooperation, to the extent legally permissible, Deer Park shall use its municipal authority to attempt to compel performance of this Agreement by Developer or Customer as herein defined.

- c. In the event this Agreement is terminated by Palatine for any reason or if Palatine elects not to renew this Agreement upon its termination, then Palatine agrees to reasonably cooperate with Deer Park, at Deer Park's expense for the associated costs, to transfer title to Deer Park of those parts of the Off-Site Dedicated Water System and the On-Site Dedicated Water System deeded to and controlled by Palatine that are determined, by a mutually agreed upon engineer, to be necessary to provide for the service of water to properties in the Service Area by a new water supplier. Deer Park agrees to assume any costs associated with removing any Off-Site or On-Site Water Systems from Palatine's system so that Palatine can continue to operate the remainder of its water system in a safe and appropriate manner after such removal.

6. **Limitations to Connection to the Development Water Supply System.**

The Service Area shall not exceed the area depicted on Exhibit 9. Deer Park and Developer shall not permit property outside of the geographical limits of the Service Area to be connected to or serviced with water from the Development Water System without

the written consent of Palatine. It is expressly understood that this Agreement is limited by its terms to water service by Palatine's water system to only the Service Area.

Any water conservation measures imposed by Palatine shall apply to the Service Area.

Nothing herein shall prohibit the construction of water wells for irrigation purposes only provided that those water wells are not connected or interconnected in any way with Palatine's Water System. Any plans for such water wells shall be submitted to, reviewed and approved by Palatine, which shall not unreasonably withhold approval, provided the terms and conditions of this subparagraph are satisfied. Nothing herein shall prohibit the continued use and maintenance of existing or replacement wells for existing uses currently being serviced by wells and which are not connected or interconnected to the Palatine Water System in any way.

No other water wells shall be constructed, installed or maintained on the Service Area without Palatine's consent except under the following conditions:

(1) Developer requires additional water capacity in excess of the allocation granted to it by Deer Park pursuant to Exhibit 9 and all of the following conditions are met:

(i) Developer has submitted, in writing (with a copy to Deer Park), a request for an additional supply of water specifying the amount required to be supplied in excess of the amount allocated to it pursuant to Exhibit 9 and a written undertaking by Developer to pay Palatine's Deer Park Water Rates in effect at the time of the request) for Developer's property for said additional allocation and Palatine has refused to provide Developer with said additional water supply at said rate;

(ii) Developer agrees to the metering of the proposed well pursuant to Palatine's requirements and to grant necessary and

appropriate easements to Palatine in connection with the use, maintenance and access to the wells and meter;

(iii) The proposed well is not and shall not be connected to the Palatine Water System as herein defined;

(iv) Developer shall pay Palatine the Deer Park Water Rate, as herein defined, for the amount of well water utilized to the extent and for those billing periods that the average daily water usage for the Service Area is less than 450,000 gallons per day, but shall not be required to pay Palatine for well water utilized to the extent and for those billing periods that the average daily water usage for the Service Area is more than 450,000 gallons per day; and

(v) The plans for the well and meter(s) are submitted to, reviewed and approved by Palatine, which shall not unreasonably withhold approval, provided the terms and conditions of this subparagraph are satisfied; or

(2) Palatine consents to the construction, installation or maintenance of a well upon such terms and conditions as it deems acceptable in its sole discretion.

7. **Water Rates.**

a. Deer Park Water Rate: In addition to the consideration previously set forth herein, Palatine shall charge all users of water located on the Service Area and served by the Development Water System the Deer Park Water Rate. The Deer Park Water Rate shall increase or decrease from time to time in a rational manner under the Code of Ordinances of the Village of Palatine, and Deer Park waives any and all claims challenging the rates in any way or requiring Palatine to conduct new studies to defend such rate changes.

b. Palatine may also impose a maintenance/replacement surcharge on Deer Park users in addition to the Deer Park Water Rate. The maintenance/replacement surcharge for water furnished to Deer Park shall cover Palatine's maintenance related expenses for the dedicated parts of the water distribution system for the Service Area including the pump station and all associated labor to maintain the system ("Maintenance/Replacement Surcharge"). The maintenance/replacement surcharge under this Agreement shall be adjusted by no more than 3% annually.

c. All users shall be subject to the minimum billing requirements of Palatine. Palatine shall be responsible for all water service billing and collection for users within the Service Area.

8. **Covenant Running with the Land.** This Agreement shall constitute a covenant running with the land and shall bind Palatine, Deer Park and all persons now and hereinafter owning any interest in the Service Area or any part thereof. Deer Park shall by appropriate ordinance or agreement require each Owner/Developer to whom it grants a water allotment, to record this Agreement in the Offices of the Recorder of Deeds of Lake County, Illinois.

9. **Indemnity.** Deer Park (as to its claims only) and Developer (as to its claims only) holds harmless and waives any claims against Palatine and its Corporate Authorities including its respective officers, agents, and employees from all liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever resulting from any act or failure to act under this Agreement, unless Palatine or its officials have engaged in fraudulent or intentional misconduct material to such claims. Palatine will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless by Deer Park and Developer, each as to its own claims only, from all damage of any kind, nature and description which may arise as a result of making this Agreement, and the operation of the water facilities furnishing water hereunder including the quality of the water unless Palatine or its officials have engaged in fraudulent or intentional misconduct.

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

11. **Limits on Palatine's Right to Supply Water.** Deer Park expressly acknowledges that Palatine's authority to resell water is limited by its agreements with the Northwest Water Commission, Palatine represents and warrants that it has provided Deer Park with complete, true and accurate copies of all such agreements and that to Palatine's knowledge, information and belief, nothing in these agreements limits its authority to perform pursuant to this Agreement. Deer Park represents and warrants that it has reviewed such agreements consisting of: (a) First

Amended Water Supply Contract; (b) Amendment to First Amended Water Supply Contract; and (c) Second Amendment to First Amended Water Supply Contract and that it and Deer Park is held to actual and constructive notice of those agreements and the limits, if any, on Palatine's authority contained therein. In the event of curtailments by the Northwest Water Commission or reallocation of Lake Michigan water by the State Department of Water Resources which imposes limits on the supply of water to the Palatine Water System, Deer Park agrees to accept a proportionate decrease in the maximum water supply Palatine has obligated itself to supply under this Agreement subject to the availability on a proportionate basis over the pressure zones of any other water sources referred to in paragraph 2(e). Palatine shall use its best efforts to give Deer Park prior written notice of any proposed regulation, proceeding or contractual amendment or other matter which may result in a reduction or elimination of Palatine's allocation.

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

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

14. **Notices**. Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to Palatine or Deer Park either in person, via email (with confirmation of receipt), or by United States mail, via registered mail, return receipt requested, postage prepaid, or with a national overnight courier service, addressed to the parties as follows:

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

Village Administrator
 Village of Deer Park
 23680 W Cuba Road
 Deer Park, IL 60010

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

15. **Effective Date and Term.** This Agreement shall become effective at such time as both of the corporate authorities of the respective Municipalities have authorized its Mayor/Village President to execute the Agreement and shall continue in force and effect for a period that is coterminous with Palatine's agreement with the Northwest Water Commission or 25 years (whichever is lesser). The parties agree to begin negotiation of a succeeding agreement not later than five (5) years prior to the termination of this Agreement.

16. **Default, Cure and Remedies.**

(a) Except for exigent circumstances representing a material threat to public health or safety ("Exigencies"), whenever a party has failed to perform in accordance with the requirements of any provision of this Agreement, the aggrieved party shall provide specific written notice of such failure to the non- performing party detailing the non-performance and allowing the non-performing party no less than thirty (30) days to cure the non-performance. For Exigencies, the notice and cure period shall be the greatest period reasonable in view of the exigent circumstances. If a cure is not effected (or commenced with reasonable diligence toward such cure) within the specified period, the non-performing party shall be in default and the aggrieved party may pursue any remedy available to it at law or in equity, without waiver of any other rights or remedies that may

be available to it. For Exigencies, however, a default shall not be a basis for termination of this Agreement if the non-performing party has taken any necessary corrective action or has fully reimbursed the aggrieved party within thirty (30) days of being notified in writing of the necessary corrective or costs incurred as a result of the default.

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

(c) Subject to the notice and opportunity to cure provisions in subparagraph (a) above, in the event of a default by Palatine of its maintenance of the On-Site Dedicated Water System in accordance with the standards set forth in this Agreement, Deer Park, after consultation with its Village Engineer, to the extent deemed reasonably necessary to protect the public health and safety, may effect required repairs or maintenance of the Publicly Dedicated Water System and obtain reimbursement from Palatine.

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

17. **Jurisdiction; Venue.** By execution of this Agreement, the parties' consent to the exclusive jurisdiction and venue of the Circuit Court of Cook County with respect to any legal action, proceeding, or controversy between them. The parties hereto acknowledge that Palatine's principal office is located in Cook County, Illinois, and that Palatine may be irreparably harmed if required to institute or defend any action in any jurisdiction or venue other than Cook County, Illinois. Deer Park further acknowledges and agrees that its consent to such jurisdiction and venue as set forth in this Paragraph is additional consideration for Palatine's willingness to enter into this Agreement and that, therefore, adequate and sufficient consideration exists for the consent to jurisdiction and venue set forth herein. Therefore, Deer Park irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Agreement may be brought only in the Circuit Court of Cook County; (b) consents to the jurisdiction of such court in any such suit, action or

proceeding; (c) waives any objection which any party may have to the laying of venue in any such suit, action or proceeding in such court; and (d) agrees to join Palatine in opposition to any petition for removal from such court.

18. **Severability; Conflicts.** Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. In any such legal proceeding, Deer Park shall bear the expenses of defending the validity of this Agreement. Palatine, after consulting with Deer Park, shall have the right to select and direct legal counsel for the purposes of defending any such legal proceeding. The parties agree to cooperate and take any actions or make such amendments of this Agreement which effectuate the intent of the parties and may be necessary to maintain or preserve the legality of this Agreement. This Agreement will be subject to cancellation after thirty (30) days written notice by either party:

(a) In the event a court of competent jurisdiction, after exhaustion of all available rights of appeal, restricts or limits, directly or indirectly, any of the Northwest Water Commission's rights to obtain, sell, contract for or distribute Lake Michigan water to Palatine, or to the Service Area and further provided that the performance of this Agreement would then become impracticable.

In the event that either Deer Park or Palatine cancels this Agreement on the grounds set forth in subparagraph 17(a) above, Palatine shall transfer and convey to Deer Park all Off-Site and On-Site Dedicated Water System improvements made pursuant to this Agreement dedicated to and accepted by Palatine.

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

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

21. **Construction.** This Agreement, except where the context by clear implication

shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control, except as regards any language relating to taxation of the Undeveloped Sales Tax Share parcels for which the language of this Agreement shall govern.
- (e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

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

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

contained herein.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: revised IGA.clean draft 8 3 22.will need updated exhibits (Intergovernmental Agreement Between Palatine and Deer Park for

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

VILLAGE OF PALATINE**VILLAGE OF DEER PARK**

By: _____
Mayor

By: _____
Village President

ATTEST:**ATTEST:**

By: _____
Village Clerk

By: _____
Village Clerk

[SEAL]**[SEAL]**

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jim Schwantz**, Mayor and **Margaret R. Duer**, Village Clerk of the Village of Palatine, personally known to me to be the same persons whose names are subscribed to the foregoing **Amended** and Restated **Intergovernmental Agreement Between The Village of Palatine and The Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of the Palatine and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 20120.

 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF _____) SS

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Greg Rusteberg**, Village President and **Kimberly Kelly**, Village Clerk of the Village of Deer Park, personally known to me to be the same persons whose names are subscribed to the foregoing **Amended and Restated Intergovernmental Agreement Between The Village of Palatine and The Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument, on behalf of said limited liability company and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2022.

 Notary Public

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION OF EXHIBIT</u>
Exhibit 2	Map of the Service Area and Sales Tax Property
Exhibit 5	List of Final Approved Off-Site Dedicated Water System Improvements
Exhibit 6	List of Final Approved On-Site Dedicated Water System Improvements
Exhibit 7	Terms and Conditions of Water Service Agreement with Customers
Exhibit 9	Average Daily Water Allocation and Map of Service Area

*Full size copies of exhibits are available at the Village of Palatine Village Hall.

EXHIBIT 1

LEGAL DESCRIPTION
(including PIN Numbers)

SERVICE AREA DESCRIPTION

PERMANENT INDEX NUMBERS:

LEGAL DESCRIPTION OF SALES TAX PROPERTY

EXHIBIT 2MAP OF THE SERVICE AREA AND SALES TAX PROPERTY

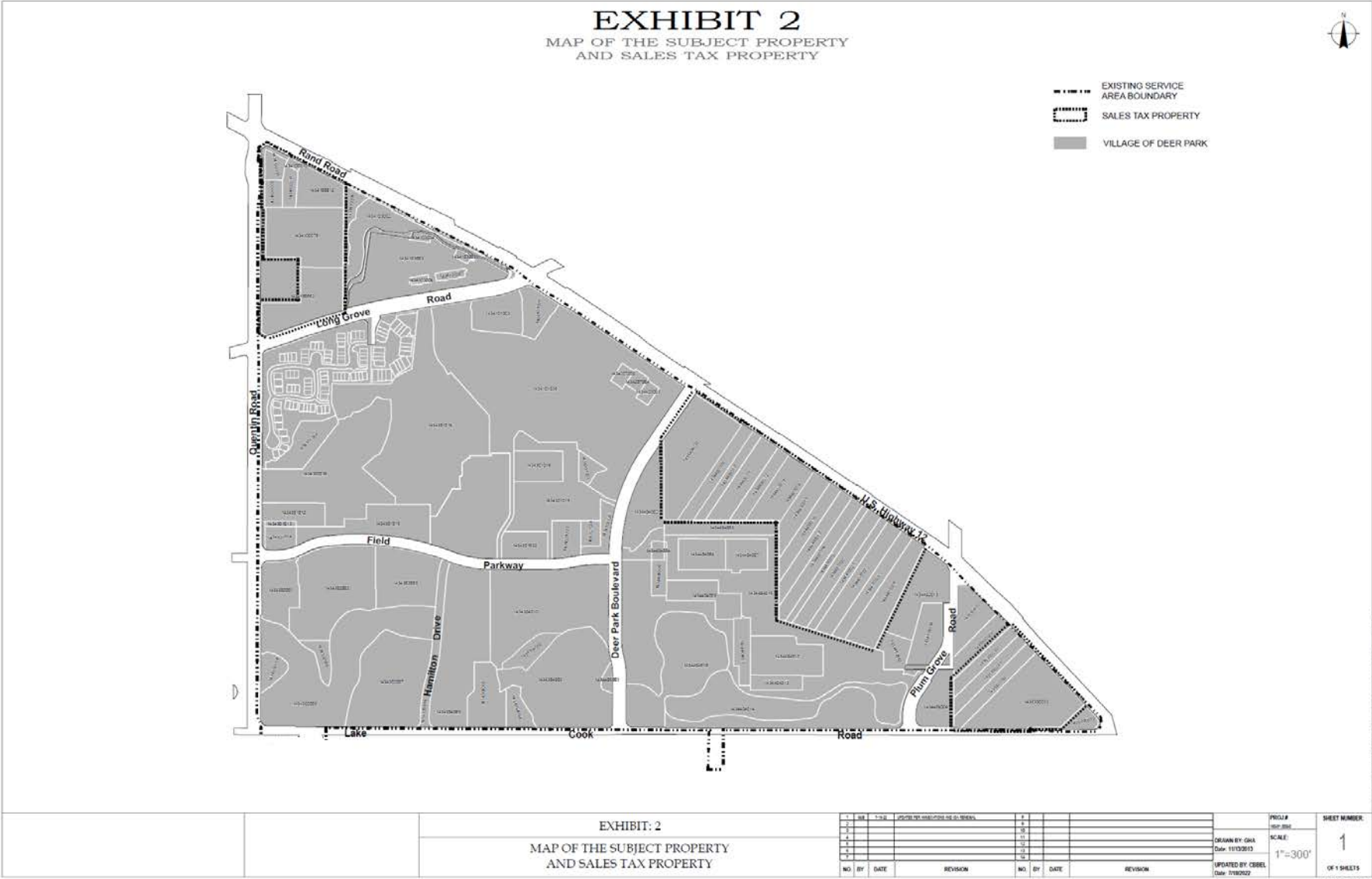


EXHIBIT 5

LIST OF FINAL APPROVED OFF-SITE DEDICATED WATER SYSTEM IMPROVEMENTS

EXHIBIT 6

LIST OF FINAL APPROVED ON-SITE DEDICATED WATER SYSTEM IMPROVEMENTS

EXHIBIT 7

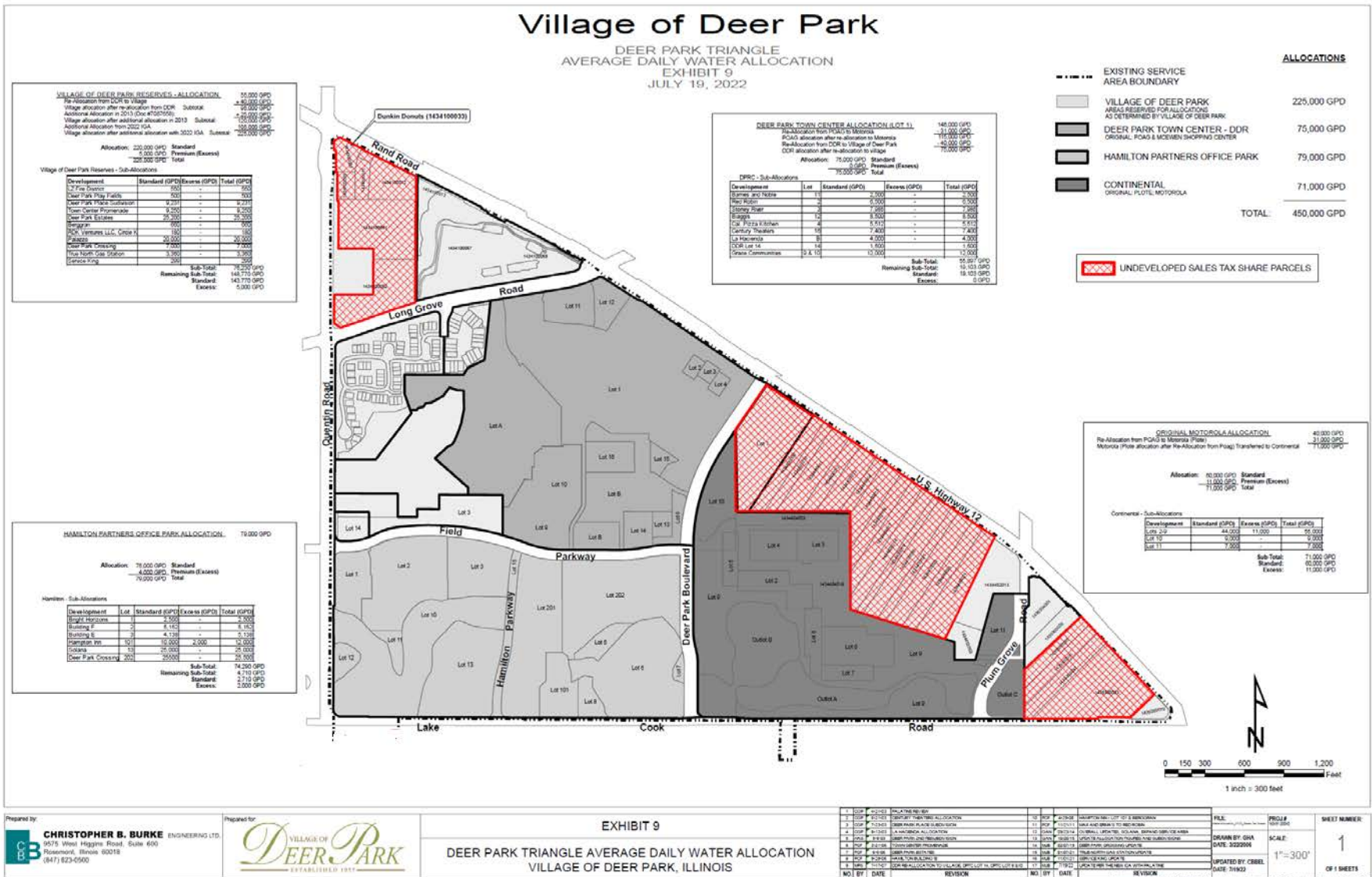
TERMS AND CONDITIONS OF WATER SERVICE AGREEMENT WITH CUSTOMERS

Attachment: revised IGA, clean draft 8 3 22.will need updated exhibits (Intergovernmental Agreement

EXHIBIT 9

SERVICE AREA/AVERAGE DAILY WATER ALLOCATION/UNDEVELOPED SALES TAX SHARE PARCELS

Attachment: revised IGA. clean draft 8 3 22.will need updated exhibits (Intergovernmental Agreement



Z:\D\DEER PARK\Water Service Agreements\revised IGA.clean draft 8 3 22.will need updated exhibits.docx

Attachment: revised IGA.clean draft 8 3 22.will need updated exhibits (Intergovernmental Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PALATINE
AND THE VILLAGE OF DEER PARK RELATIVE FOR THE
SUPPLY OF WATER FOR PROPERTY WITHIN DEER PARK**

WHEREAS, the Villages of Palatine and Deer Park wish to engage jointly in a plan for providing a water supply to certain property situated in the Village of Deer Park, Lake County and Cook County, Illinois; and

WHEREAS, the Village of Palatine ("Palatine") is a municipality as provided in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. and is a home rule unit as provided in the 1970 Illinois Constitution (Article VII, Sec. 6) and the Village of Deer Park ("Deer Park") is a municipality as provided in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

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

WHEREAS, pursuant to 65 ILCS 5/11-124-1 the corporate authorities of each municipality are authorized to contract with any person, corporation, municipal corporation, political subdivision, public water district or any other agency for a supply of water; and

WHEREAS, pursuant to 65 ILCS 5/11-126-1, the corporate authorities of each municipality may provide for a water supply for fire protection and for the use of the inhabitants of such municipality by procuring such a water supply from any adjacent municipality; and

WHEREAS, water supply for the Service Area as hereinafter described is a problem which can be approached more effectively and economically through a joint undertaking; and

WHEREAS, Deer Park has requested that Palatine provide the owners of those portions of the Service Area which are within Deer Park's corporate limits, with an adequate supply of Lake Michigan water through Palatine's water transmission system; and

WHEREAS, Palatine and Deer Park previously entered into an Intergovernmental Agreement for water supply dated August 9, 1999; and

WHEREAS, Palatine and Deer Park previously entered into a First Amended Intergovernmental Agreement for water supply dated November 18, 2013; and

WHEREAS, Palatine and Deer Park enter this agreement to partially reaffirm, to amend, and to expand upon their prior agreements.

NOW, THEREFORE BE IT RESOLEVED THAT

1. The Mayor is hereby directed to execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park relative to the supply of water for property within Deer Park.
2. The Amended and Restated Intergovernmental Agreement shall be subject to final review and approval of the Village Attorney for the Village of Palatine.

ADOPTED: This _____ day of _____, 2022

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

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk
this _day of _____, 2022

Village Clerk

Consider a Supplemental Resolution Appropriating \$46,458.11 of Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road

BACKGROUND:

Rohlwing Road, from Palatine Road to Northwest Highway, was rehabilitated in 2021. The scope of rehabilitation work included pavement resurfacing, patching, curb and gutter reconstruction, sidewalk replacement, and ramp upgrades to meet ADA requirements.

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 was awarded a second allotment of \$753,029.34 for a capital improvement. \$57,500 of the grant was previously appropriated for design engineering services and \$695,529.34 was appropriated for construction.

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 included: removal of all the asphalt pavement, base and sub-base repair and/or replacement, spot curb and gutter replacement, spot sidewalk replacement and drainage improvements. The pavement was replaced with 4" of asphalt.
- In this program, 50/50 apron and curb replacement was also provided.
- This supplemental resolution appropriates an additional \$46,458.11 due to an expansion of the amount of repairs beyond the initial estimate of quantities associated with actual construction. Notably, an increased amount of sidewalk was found to qualify for replacement.
- \$659,870 of Rebuild Illinois funds remain available at this time which are targeted for the improvement of Crescent and Ellis in 2023.

ALTERNATIVES:

1. Approve the Resolution appropriating Rebuild Illinois funds in the amount of \$46,458.11 for the reconstruction of Rohlwing Road.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the Resolution appropriating \$46,458.11 of Rebuild Illinois funds for the rehabilitation/reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway, be approved.

ACTION REQUIRED:

Motion to approve the Resolution appropriating \$46,458.11 of Rebuild Illinois funds for the reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway.

ATTACHMENTS:

- Supplemental Resolution
- IDOT CL 2020-12 Bonds
- Rebuild Illinois Bond Palatine

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



Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

21-00109-00-RS

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
Rohlwing Road	0.51	N/A	Palatine Road	US-14

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

Roadway rehabilitation including drainage improvements, curb and gutter removal and replacement, base repairs and installation of new bituminous pavement.

2. That there is hereby appropriated the sum of Forty-six thousand, four hundred fifty-eight dollars and eleven cents-----

----- Dollars (\$46,458.11) 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 August 08, 2022

Date

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

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois 62764

July 20, 2020

CIRCULAR LETTER 2020-12

REBUILD ILLINOIS BOND GRANTS SECOND 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 second installment of the \$1.5 billion grant program from the local government component of the REBUILD ILLINOIS capital bill program. This second 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, they are grants made from bond sale proceeds that must be deposited into the local public agencies' MFT account and expended as directed in [CL 2020-11](#). 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 by the end of July.

Sincerely,

Stephane B. Seck-Birhame, P.E., PTOE
Acting Engineer of Local Roads and Streets

FY 2021 Distribution

Rebuild Illinois: Bond Grant Installment #2

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: Rebuild Illinois Bond Palatine (Supplemental Resolution Appropriating Funds for Rohlwing Road Reconstruction)

Consider a Motion Authorizing the Village Manager to Execute an Agreement for Use of Public Rights-of-Way with Everstream GLC Holdings, LLC

BACKGROUND:

Everstream GLC Holdings, LLC, has been certified by the Illinois Commerce Commission (ICC) to provide and resell intrastate and interstate telecommunication services within Illinois. In their operations as a telecommunications retailer, they propose to use select Village of Palatine rights-of-way to install and maintain fiber optic cable.

KEY ISSUES:

- All installations would require a permit review process much like other utility companies certified by the ICC and governed by the Public Utilities Act.
- The agreement would grant Everstream the ability to install, operate, repair, and replace equipment within the Village's rights-of-way only at the specified locations.
- All installations are to be underground.
- As provided by State law, the Village shall not require any fees for obtaining such permits.
- Everstream shall maintain its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act and shall timely pay the taxes imposed by the Simplified Municipal Telecommunications Tax Act to the State of Illinois.
- The initial term of the agreement is for 20 years and includes a renewal for one additional 10-year period.
- As a company without a franchise agreement with the Village, a license agreement is required. The Public Utilities Act requires the Village to cooperate with this request.

ALTERNATIVES:

1. Authorize the Village Manager to execute an Agreement with Everstream GLC Holdings.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute an Agreement with Everstream GLC Holdings, LLC as the Public Utilities Act requires the Village to cooperate with this request.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute an Agreement with Everstream GLC Holdings, LLC.

ATTACHMENTS:

- Everstream Agreement for Use of Right-of-Way

- IL ICC Order 16-0275
- Exhibit A-Everstream Proposed Fiber Network

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

**AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE VILLAGE OF PALATINE AND EVERSTREAM GLC HOLDINGS LLC, AN
OHIO LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND ITS AFFILIATES.**

THIS AGREEMENT is made this _____ day of _____ 2022, by and between the Village of Palatine, Illinois, an Illinois municipal corporation ("Village"), and Everstream GLC Holdings, LLC, an Ohio limited liability company on behalf of itself and its affiliates ("Company").

RECITALS

1. Company has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell, intrastate and interstate telecommunication services within the State of Illinois and pursuant to Section 13-405 of the Public Utilities Act authorized to provide facilities -based local exchange telecommunications services within the State of Illinois, pursuant to Illinois Commerce Commission Order entered on November 22, 2005.
2. Company operates as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10).
3. Company desires to place fiber optic cable within the Village limits as depicted on the map of Planned Fiber Routes ("Proposed Network") attached hereto as "Exhibit A."
4. Company agrees to apply for and abide by all appropriate permits to install fiber optic cable, facilities and equipment within public rights of way in the Village.
5. Village desires to grant Company the right to install a communications network in public rights - of -way under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

6. Recitals. The recitals are a material part of this Agreement and are incorporated herein by reference.
7. Right to Install. Provided that Company complies with all Federal, State and Village statutes, codes, rules and regulations, Village grants to the Company it successors and assigns the non-exclusive right to own, install, maintain, and operate a fiber optic communications network within, under the public rights -of -way of the Village, including in the areas depicted under Exhibit A.
8. Construction and Maintenance.
 - a. Prior to the placement of a fiber optic cable in the public rights -of -way, Company shall provide plans and specifications for the placement to the Village. If the Village is satisfied with Company's detailed written application it shall issue a permit therefor as soon as practicable.

- b. Company agrees to obtain all applicable permits for work in the Village rights -of -way prior to commencing any work. As provided under State law, Village shall not require any fees for obtaining such permits. Company shall provide any necessary or required traffic control at its expense consistent with Village requirements, the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration, and subject to permits from the Illinois Department of Transportation and the Cook County Highway Department when work is proposed in rights of way under their respective jurisdiction.
 - c. Company agrees to comply with appropriate requirements to install JULIE locates on its fiber optic cable including maintaining a five foot separation from water mains other than when perpendicularly crossing an existing water main.
 - d. Company will make reasonable commercial efforts not to interfere with pre-existing, marked or located uses of the public rights of way.
 - e. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Company's fiber optic cable, facilities and equipment, Company, at its sole cost and expense, shall return the right of way to a condition reasonable equivalent to that which existed prior to commencing the placement or repairs.
9. Fees. Company shall not be required to pay any fees to the Village under this Agreement, including for site specific permits. Company shall maintain its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635) and shall timely pay the taxes Imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.
10. Term. The initial term of this Agreement shall be for a period of twenty (20) years. This agreement may be renewed by mutual agreement of the parties for one successive ten (10) year term, provided the Licensee is in full compliance with the terms and conditions of this agreement at the time of renewal.
11. Representations and Warranties by the Company. The Company represents and warrants to the Village that:
 - a. Company has and will maintain all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the communications service; and
 - b. Work to be performed by the Company pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications and Village standards, and applicable regulations.

12. No Lease or Easement. Company agrees that this Agreement will not grant to Company any real property interest in Village's public rights-of-way.
13. Relocation. From time to time, Village may request Company to relocate its fiber optic cable and associated equipment and facilities to accommodate Village projects for the benefit of the public good or emergencies. In such instances, Company shall promptly relocate its fiber optic cable, equipment and facilities at its sole cost and expense. However, if a relocation is requested or required due to the needs or actions of a third party or non -governmental use, the third party shall reimburse Company for all of its incurred costs and expenses for the relocation. Nothing in this Agreement is intended to abrogate or waive any right to reimbursement that Company may have under applicable law or the terms of and public project funding grant.
14. Abandonment of Facilities. Upon abandonment of a facility within the public rights -of -way of the Village, the Company shall notify the Village within 90 days. Following receipt of such notice the Village may direct the Company to remove all or any portion of the facility if the Village determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the Company that abandoned the facility to remove it, the abandoning Company shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. Company shall be liable for and pay any costs and expenses of removal following abandonment.
15. Interruptions. Village shall not be liable to the Company or its customers for any interruption of service to the Company or interference with the facilities arising in any manner relating to the Village's lawful operations within the right-of-way.
16. Indemnification. Company agrees to defend Village against all third party claims arising from Company's negligent acts or omissions related to its construction, operation, or maintenance of its fiber optic cable and related facilities and equipment located in the right of way and indemnify and hold Village, its officers, boards and employees harmless from all damages awarded by a court of competent jurisdiction or agreed to as part of a settlement for such claims. Notwithstanding any provision of this section to the contrary, Company shall not be obligated to indemnify, defend or hold the Village harmless to the extent any claim arises out of or in connection with the gross negligence or intentional misconduct of the Village, its officers, boards or employees.
17. Assignment. Except to an affiliate of Company, Company shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of Village, which shall not be unreasonably withheld or delayed.
18. Termination. Village may terminate this agreement and all rights granted herein if Company materially breaches any of the terms of this agreement and fails to cure the breach within forty five (45) calendar days after receiving a detailed notice of the breach from Village. Provided however, Village reserves right to provide notice as it deems appropriate or no notice at all in the event of an emergency situation.

19. Insurance. The Company shall maintain Commercial General Liability insurance for bodily injury (including death) and for property damage in the amount of \$2 million per occurrence and \$4 million in the aggregate; in full force and effect, at its own cost and expense, during the term of this Agreement. Village shall be designated as an additional insured under this policy. Upon request, Company will provide a Certificate of Insurance and endorsements showing evidence of the coverage listed above. Upon receipt of notice from its insurer(s), Company shall provide thirty (30) days prior notice of cancellation to the Village.
20. Notices. All notices herein provided for shall be sent prepaid registered mail addressed to the parties as follows:

To the Village:

Village of Palatine
 Attn: Village Manager
 200 E. Wood Street
 Palatine, IL 60067

with copy (except for invoices) to:

To the Company:

Everstream GLC Holdings, LLC
 Attn: Local Office
 1225 W. 22nd Street, Suite 105
 Oak Brook, IL 60523

Everstream GLC Holdings, LLC
 Attn: General Counsel
 1225 Euclid Ave, Suite 250
 Cleveland, OH 44115

Invoices:

Everstream GLC Holdings, LLC
 Attn.: Accounts Payable
 1225 Euclid Ave, Suite
 Cleveland, OH 44115

Company Emergency Phone Number:
 (866) 221-2741

21. Severability. If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.
22. Amendment and Waiver. This Agreement may not be amended except pursuant to a written instrument signed by the Parties. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.
23. Reservation of Rights. There is hereby reserved to COMPANY every right and privilege available to COMPANY under applicable law, and COMPANY by its execution of this Agreement, shall not be deemed in any way to waive, relinquish, release or abrogate any of its lawful rights and privileges.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all disputes related in any manner to this Agreement shall be in the federal and state courts with jurisdiction over Village in the State of Illinois.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
26. No Waiver of Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
27. Entire Agreement. This Agreement contains the entire agreement for the use of Village rights -of -way by Company for the Acquired Assets and the Proposed Network only and supersedes and replaces all prior negotiations, discussions, agreements, or statements whether written or oral.

[Signature Page Follows]

EVERSTREAM GLC HOLDINGS, LLC RIGHT OF WAY USE AGREEMENT

VILLAGE OF PALATINE, an Illinois Municipal Corporation

BY: _____
Reid T. Ottesen / Village Manager

ATTEST: _____
Deputy Village Clerk

EVERSTREAM GLC HOLDINGS, LLC, an Ohio limited liability company on behalf of itself and its affiliates

BY: _____

Name: _____

Title: _____

EXHIBIT A

(See attached Plans)

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Everstream GLC Holding Company LLC	:	
	:	
Application for a Certificate of Authority to	:	16-0275
operate as a reseller and facilities-based	:	
carrier of telecommunications services in	:	
the State of Illinois.	:	

ORDER

By the Commission:

On April 26, 2016, Everstream GLC Holding Company LLC ("Applicant") filed a verified application with the Illinois Commerce Commission ("Commission") for a Certificate of Interexchange Service Authority to provide facilities-based interexchange telecommunications services pursuant to Section 13-403 of the Illinois Public Utilities Act (the "Act"), for a Certificate Service Authority to provide resold local and interexchange telecommunications services pursuant to Section 13-404 of the Act, and for a Certificate of Exchange Service Authority to provide facilities-based local telecommunications services pursuant to Section 13-405 of the Act. (220 ILCS 5/13-403, 5/13-404 and 5/13-405).

Pursuant to notice given in accordance with the rules and regulations of the Commission, this matter was set for hearing on May 24, 2016, before a duly authorized Administrative Law Judge of the Commission at its offices in Chicago, Illinois. Applicant appeared by counsel and presented the testimony of Marlene Piatak, Applicant's Vice President of Finance and Administration. At the conclusion of the hearing on May 24, 2016, the record was marked "Heard and Taken."

I. Applicant's Position

Applicant, a Delaware limited liability corporation authorized to transact business in Illinois, seeks to provide facilities-based interexchange, resold local and interexchange, and facilities-based local telecommunications services in Illinois. Applicant submitted evidence that it has the requisite technical, financial and managerial resources and abilities to provide the services set forth in its application.

Applicant attached to the application its Consolidated Balance Sheet and Income Statement, as evidence of its financial ability to support the services it will offer. Applicant is a wholly owned subsidiary of Everstream Solutions, LLC.

Applicant also submitted the management profiles of its key personnel to show that they have the necessary business and telecommunications experience to support the services Applicant will offer. Applicant will provide its own technical support and will have personnel available at all times to assist customers with service problems.

Ms. Piatak testified that Applicant will adhere to all statutes, rules and regulations pertaining to slamming and cramming. Applicant also represents that it will comply with all current and future applicable Illinois and Federal laws, rules and regulations.

Applicant has not been denied a Certificate of Service or had its certification revoked or suspended in any jurisdiction in this or any other name. Applicant has not had any complaints or judgments levied against it in any other jurisdiction in this or any other name.

Applicant requests waivers of Part 710 and Section 735.180 of Part 735 in relation to local exchange service and waivers of Part 710 and Part 735, in its entirety, in relation to interexchange service. Part 710 is entitled "Uniform System of Accounts for Telecommunications Carriers" ("USOA") and Part 735 is entitled "Procedures Governing the Establishment of Credit, Billing Deposits, Termination of Service and Issuance of Telephone Directories for Local Exchange Telecommunications Carriers in the State of Illinois." Section 735.180 concerns the provisioning of telephone directories by local exchange carriers.

In seeking a waiver of Part 710, Applicant asserts that it would be unduly burdensome for it to report financial results using the USOA for its Illinois operations. Applicant commits to maintain its accounting records in accordance with generally accepted accounting principles ("GAAP").

In seeking a variance from Section 735.180 of Part 735, Applicant indicates that it will meet its obligation to list its local exchange customers in a directory by making arrangements to list such customers in directories published by the incumbent local exchange carriers ("ILECs") or competitive local exchange carriers ("CLECs").

Applicant also requested Commission approval pursuant to 83 Ill. Adm. Code 250 to maintain its books and records at its principal place of business in Ohio.

II. Staff's Position

Staff reviewed the application and supporting documentation and based on that review, it had no objection to granting the requested certificates. Staff's Answer was admitted into the record as Staff Ex. 1.0.

III. Commission Analysis and Conclusion

The Commission has reviewed the application and supporting documents and finds that the Applicant has the requisite technical, financial and managerial resources

and abilities to provide resold local and interexchange, and facilities-based local telecommunications services in Illinois.

The Commission determines that for local and interexchange service, Applicant should be granted pursuant to Section 13-402 of the Act, a waiver of 83 Ill. Adm. Code, Part 710, the requirement to keep books and records in accordance with the Uniform System of Accounts, in order to reduce the economic burdens of regulation on a telecommunications carrier which provides only competitive services. For local service, Applicant should also be granted a variance from Part 735.180. Applicant will contract with underlying carriers to include Applicant's customer listings in their directories. For interexchange service, Applicant should further be granted a waiver of Part 735, governing credit, billing deposits, and termination of service, for the reasons stated hereinabove. Applicant also requested Commission approval pursuant to 83 Ill. Adm. Code 250 to maintain its books and records at its principal place of business in Ohio. Applicant's request should be granted in accordance with Section 5-106 of the Act.

The Commission further finds that the financial statements filed by Applicant as Attachment D should be afforded confidential treatment and should be exempt from public disclosure and be accessible only by the Commission and Commission Staff for a period of two years from the date this Order is entered.

Based on the foregoing, the Commission concludes that Applicant should be granted the requested certificates under Sections 13-403, 13-404 and 13-405 of the Act, as well as the requested waivers and variances.

IV. Findings and Ordering Paragraphs

The Commission, having considered the entire record herein and being fully advised in the premises, is of the opinion and finds that:

- (1) Everstream GLC Holding Company LLC, a Delaware limited liability corporation authorized to transact business in Illinois, seeks a Certificate of Interexchange Service Authority pursuant to Section 13-403 of the Act to provide facilities-based interexchange telecommunications services; a Certificate Service Authority pursuant to Section 13-404 of the Act to provide resold local and interexchange telecommunications services; and pursuant to Section 13-405 of the Act for a Certificate of Exchange Service Authority to provide facilities-based local telecommunications services;
- (2) the Commission has jurisdiction over the parties and over the subject matter of this proceeding;
- (3) as required by Sections 13-403, 13-404 and 13-405 of the Act, Applicant possesses sufficient technical, financial and managerial resources to provide facilities-based interexchange, resold local and interexchange, and facilities-based local exchange telecommunications services in Illinois;

- (4) Applicant should file with the Commission a tariff consisting of its rates, rules and regulations in accordance with Sections 13-501 and 13-502 of the Act, to be effective upon proper filing before commencing service;
- (5) with regard to Applicant's provision of local exchange service, Applicant should be granted a variance from the requirements of 83 Ill. Adm. Code 735, Section 735.180, regarding publication of local directories, as it will contract with the incumbent local exchange carrier to include Applicant's customer listings within those directories;
- (6) with regard to Applicant's provision of local and interexchange service, Applicant should be granted a waiver from 83 Ill. Adm. Code 710, the Uniform System of Accounts for Telecommunications Carriers, as long as Applicant maintains its accounting records in accordance with Generally Accepted Accounting Principles and at a level of detail substantially similar to the accounting system which it currently uses pursuant to its Chart of Accounts, and in sufficient detail to comply with all applicable tax laws;
- (7) with regard to Applicant's provision of interexchange services, Applicant should further be granted a waiver of Part 735, governing credit, billing deposits, and termination of service;
- (8) Applicant should establish books of account such that revenues from its telecommunications services, subject to the public utility revenue tax, are segregated from the revenues derived from other business activities not regulated by the Commission;
- (9) pursuant to 83 Ill. Adm. Code 250, Applicant should be allowed to maintain its books and records at its principal place of business in Ohio in accordance with Section 5-106 of the Act; and
- (10) the financial statements filed by Applicant as Attachment D should be afforded confidential treatment and should be exempt from public disclosure and be accessible only by the Commission and Commission Staff for a period of two years from the date this Order is entered.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Everstream GLC Holding Company LLC be, and is hereby, granted a Certificate of Interexchange Service Authority pursuant to Section 13-403 to provide facilities-based interexchange telecommunications services in Illinois.

IT IS FURTHER ORDERED that the Certificate of Interexchange Service Authority hereinabove granted shall be the following:

CERTIFICATE OF INTEREXCHANGE SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Everstream GLC Holding Company LLC is authorized, pursuant to Section 13-403 of the

Public Utilities Act, to provide facilities-based interexchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Everstream GLC Holding Company LLC be, and is hereby, granted a Certificate of Service Authority pursuant to Section 13-404 to provide resold local and facilities-based telecommunications services in Illinois.

IT IS FURTHER ORDERED that the Certificate of Service Authority hereinabove granted shall be the following:

CERTIFICATE OF SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Everstream GLC Holding Company LLC is authorized, pursuant to Section 13-404 of the Public Utilities Act, to provide resold local and interexchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Everstream GLC Holding Company LLC be, and is hereby, granted a Certificate of Exchange Service Authority pursuant to Section 13-405 to provide facilities-based local telecommunications services in Illinois.

IT IS FURTHER ORDERED that the Certificate of Exchange Service Authority hereinabove granted shall be the following:

CERTIFICATE OF EXCHANGE SERVICE AUTHORITY

IT IS HEREBY CERTIFIED that Everstream GLC Holding Company LLC is authorized, pursuant to Section 13-405 of the Public Utilities Act, to provide facilities-based local exchange telecommunications services within the State of Illinois.

IT IS FURTHER ORDERED that Everstream GLC Holding Company LLC file with this Commission a tariff consisting of its rates, rules and regulations, to be effective upon proper filing before commencing service.

IT IS FURTHER ORDERED that 83 Ill. Adm. Code 710, 735, and 735.180 be, and are hereby, waived as set forth in Findings (5), (6), and (7) hereinabove.

IT IS FURTHER ORDERED that as a condition of these Certificates, Everstream GLC Holding Company LLC be, and is hereby, directed to establish books of account such that revenues from its telecommunications services, subject to the public utility revenue tax, are segregated from the revenues derived from other business activities not regulated by the Commission.

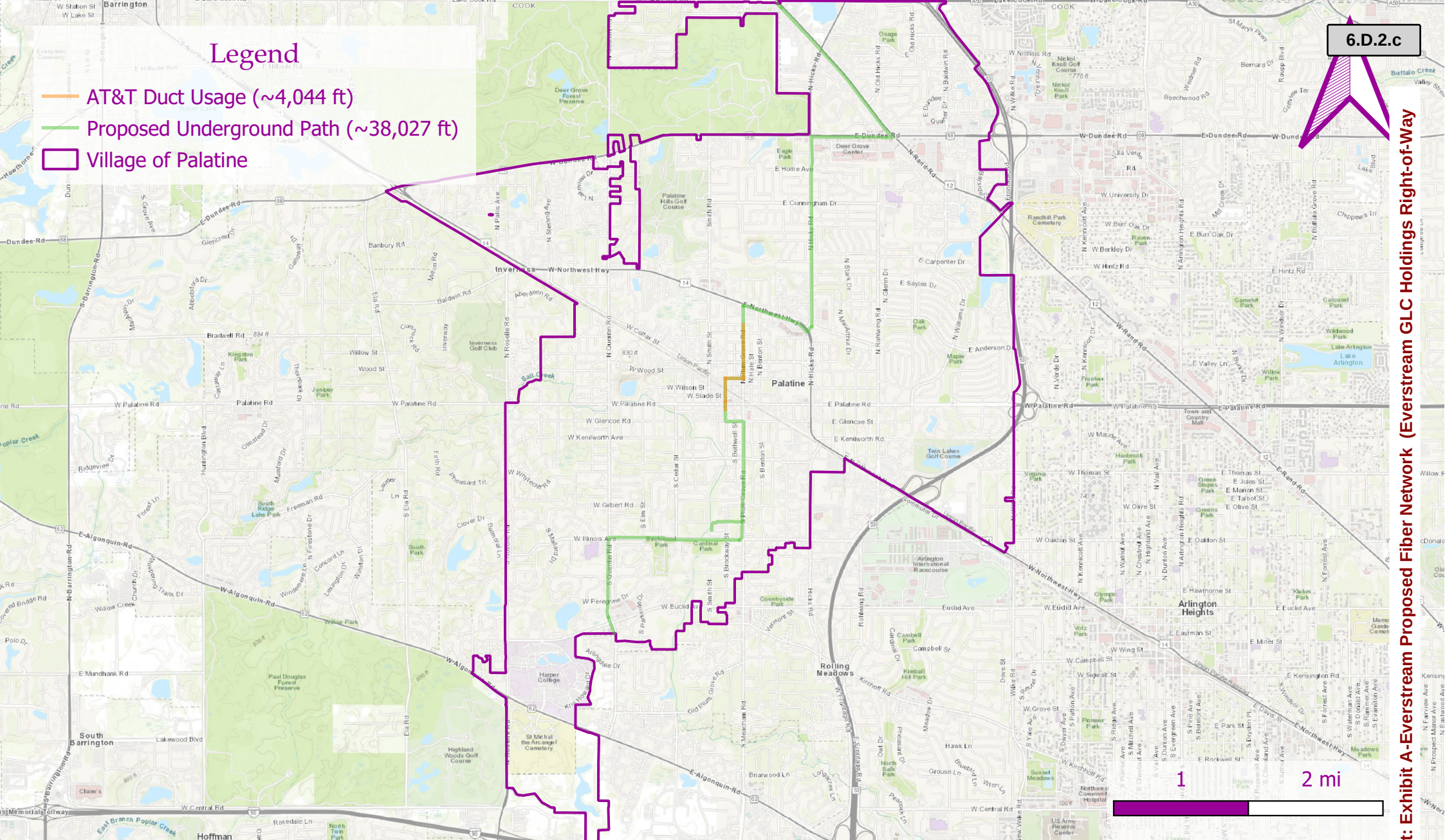
IT IS FURTHER ORDERED that pursuant to 83 Ill. Adm. Code 250, Everstream GLC Holding Company LLC is authorized to maintain its books and records at its principal place of business in Ohio.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 21st day of June, 2016.

(SIGNED) BRIEN SHEAHAN

Chairman



everstream®

FASTER FIBER. BETTER BUSINESS.®

Map & GIS Data Provided By:
Amanda Vander Kelen, GIS Specialist

Proposed Village of Palatine Network

Everstream GLC Holdings, LLC
1225 22nd St Suite 105, Oak Brook, IL 60523



Consider an Ordinance Granting a Special Use for a Rear Yard Setback Reduction for an Addition at 936 S. Mallard Court

BACKGROUND:

The Petitioners are proposing to construct a 205 square foot sunroom addition, which would encroach approximately 24 feet into the minimum required rear yard setback of 45 feet. The proposed addition replaces an existing deck off the rear of the home. Therefore, the Petitioners are requesting approval of the following:

Special Use to permit an addition to be set back 21 feet from the rear lot line, instead of the minimum required 45 feet.

KEY ISSUES:

- The Subject Property is approximately 14,500 square feet and consists of a two-story home that is existing non-conforming to the current required rear yard setback for an R-1B zoned property.
- The Subject Property's pie shape and the positioning of the existing home create some unique circumstances. The proposed addition will replace an existing deck that has a setback of 14 feet from the rear lot line.
- The Subject Property received an Administrative Variation for the rear yard setback for the existing deck (#O-94-92). The Administrative Variation granted a "Variation of eleven (11) feet to permit a deck to be fourteen (14) feet from the rear lot line..." and encroaches an additional 7 feet when compared to the current proposal for a setback reduction.
- Staff notes there are two adjacent homes on Mallard Court with similar rear yard setbacks to the proposed. The Petitioners also obtained consent signatures from the immediately adjacent property owners.

ALTERNATIVES:

1. Approve the Special Use for a rear yard setback reduction for a sunroom addition.
2. Do not approve the Special Use for a rear yard setback reduction for a sunroom addition.

RECOMMENDATION:

Public Hearing: ZBA meeting on July 26, 2022.

Residents testifying: None.

Vote: The ZBA voted unanimously to recommend approval of the Special Use for a rear yard setback reduction and Staff concurs.

ACTION REQUIRED:

A motion to approve the ordinance granting a Special Use for a rear yard setback reduction to permit a sunroom addition at 936 S. Mallard Court.

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

Consider an Ordinance Granting a Preliminary & Final Plat of Subdivision, Preliminary & Final Planned Development, and Rezoning from R-1 to Planned Development at 1025 & 1037 W. Kenilworth Avenue

BACKGROUND:

This project contains two single-family residential lots with a combined area of 1.39 acres. The Petitioner, owner, is seeking Planned Development approval to subdivide and rezone the property from R-1 to Planned Development. Therefore, the Petitioner is seeking approval of the following:

1. Preliminary and Final Planned Development;
2. Preliminary and Final Plat of Subdivision to permit a 4-lot single-family residential development; and
3. Rezoning from R-1 Single-Family Residential to Planned Development Single-Family Residential.

KEY ISSUES:

Zoning and Site Design

- The Subject Properties are currently zoned R-1 Single-Family Residential. The proposed lots meet all of the R-2 bulk and setback requirements. The following table provides summarizes the proposed lots:

	Proposed Lot Size (9,000 sq. ft. for interior lots; 10,000 sq. ft. for corner lots)	Lot Width (75' for interior lots; 85' for corner lots)	Lot Depth (110' required)
Lot 1 - Currently 1037	14,997	102.16'	146.89'
Lot 2 - Currently 1025	14,999	102.16'	148.89'
Lot 3	15,303	75'	203.98'
Lot 4	15,294	75'	203.98

- Properties directly north, west, south and southeast of the subject site remain mostly R-1 zoning with larger lots (approximately 15,000 square feet or more). Recent surrounding developments to the northwest, northeast and east have been rezoned to Planned Development and generally conform to the R-2 residential requirements or were rezoned R-2.
- Recent comparable developments in the surrounding area, include the following (see attached exhibit):
 - o 2002: Clyde Place Subdivision, located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision (Planned Development).

- o 2003: Birchtree Subdivision, located at northeast corner of Kenilworth Avenue and Clyde Avenue, received approval for a 4-lot subdivision (Planned Development).
- o 2002: Harrison Place Subdivision, located at southeast corner of Harrison Court and Kenilworth Avenue, received approval for a 4-lot subdivision (Planned Development).
- o 2013: Parkway Subdivision, located at southwest corner of Glencoe and Middleton, received approval for a 4-lot subdivision (rezoning from R-1 to R-2).
- The subject properties are located within Sub-Area “A”. This section of Sub-Area “A” still maintains the large lots from the 1994 plan; however, there have been multiple Planned Development approvals in the area consistent with the proposed subdivision and aligned with the R-2 standards.
- Middleton Avenue, running south from Kenilworth Avenue, narrows to a substandard width at approximately 10 feet wide and services two single-family residences. The street terminates at the 10-acre detention basin, therefore, would not be further extended.

Engineering

- Sanitary sewer would be provided through connecting to the existing services in the Middleton Avenue right-of-way.
- Water service would connect to the new water main, which will be installed along the eastern side of the Middleton Avenue right-a-way.
- Storm water generally drains to the south and east currently and the proposed plan does not significantly alter the drainage pattern. Storm water will be conveyed through bioretention facilities. These facilities satisfy MWRD’s required volume control measures. Cash in lieu of detention will be required.
- Sidewalks shall be constructed along the frontage of each new lot along Middleton Avenue. Parkway trees would be planted in accordance with Code.

RECOMMENDATIONS:

Public Hearing:	Plan Commission - June 21, 2022.
Residents testifying:	3 - questions and concerns about subdividing larger lots, the inability to subdivide surrounding lots, and substandard width of Middleton Ave.
Vote:	The Plan Commission voted 3-2 to approve the requested residential subdivision subject to Staff's conditions and Staff concurs.

ALTERNATIVES:

1. Approve the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision.

2. Do not the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision.

ACTION REQUIRED:

A motion to approve the Preliminary and Final Subdivision, Preliminary and Final Planned Development, and Rezoning to Planned Development for the proposed residential 4-lot subdivision 1025 and 1037 W. Kenilworth Avenue.

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

Approval of a Resolution Directing the Mayor to Execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park for the Provision of Water

BACKGROUND:

In 1999, the Village of Palatine and Village of Deer Park entered into an Intergovernmental Agreement for the provision of water by Palatine to the portion of Deer Park bounded by Lake Cook Road to the south, Quentin Road to the west and Rand Road. That agreement was amended in 2013 to provide for an expanded area for the water service within the service area and in exchange, there was to be a sharing of 20% of sales tax dollars for new developments.

KEY ISSUES:

The agreement is nearing the end of its initial term and a renegotiation commenced. As part of this process, Deer Park is seeking an increased allocation of water to service the existing area as well as some new properties along the Rand Road frontage. Through the negotiations, a proposed IGA has been reached that provides for the following key items:

- Increase allocation from 345,000 gallons to 450,000 gallons per day.
- Provide sales tax sharing for the new properties as well as any property that was not subject to the sharing that had not received a water allocation.
- Increase the sales tax sharing from a fixed 20% of the State sales tax to a moving scale of 20% for the first six years to 25% in years 7-10 and 40% following year 10.
- The IGA would have a term of the shorter of 25 years or the term of our agreement with the Northwest Water Commission.

ALTERNATIVES:

1. Approve the Intergovernmental Agreement subject to final review and approval by the Village Attorney.
2. Do not approve the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends approval of a resolution directing the Mayor to execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park.

ACTION REQUIRED:

Approval of Resolution directing the Mayor to execute an Amended and Restated Intergovernmental Agreement between the Village of Palatine and Village of Deer Park.

RESULT: ADOPTED BY ROLL CALL BY CONSENT VOTE [UNANIMOUS]
MOVER: Scott Lamerand, District 2 Councilman
SECONDER: Doug Myslinski, District 3 Councilman
AYES: Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT: Kollin Kozlowski

Consider a Supplemental Resolution Appropriating \$46,458.11 of Rebuild Illinois Funds for the Rehabilitation of Rohlwing Road

BACKGROUND:

Rohlwing Road, from Palatine Road to Northwest Highway, was rehabilitated in 2021. The scope of rehabilitation work included pavement resurfacing, patching, curb and gutter reconstruction, sidewalk replacement, and ramp upgrades to meet ADA requirements.

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 was awarded a second allotment of \$753,029.34 for a capital improvement. \$57,500 of the grant was previously appropriated for design engineering services and \$695,529.34 was appropriated for construction.

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 included: removal of all the asphalt pavement, base and sub-base repair and/or replacement, spot curb and gutter replacement, spot sidewalk replacement and drainage improvements. The pavement was replaced with 4" of asphalt.
- In this program, 50/50 apron and curb replacement was also provided.
- This supplemental resolution appropriates an additional \$46,458.11 due to an expansion of the amount of repairs beyond the initial estimate of quantities associated with actual construction. Notably, an increased amount of sidewalk was found to qualify for replacement.
- \$659,870 of Rebuild Illinois funds remain available at this time which are targeted for the improvement of Crescent and Ellis in 2023.

ALTERNATIVES:

1. Approve the Resolution appropriating Rebuild Illinois funds in the amount of \$46,458.11 for the reconstruction of Rohlwing Road.
2. Refer back to Staff with comments.

RECOMMENDATION:

It is recommended that the Resolution appropriating \$46,458.11 of Rebuild Illinois funds for the rehabilitation/reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway, be approved.

ACTION REQUIRED:

Motion to approve the Resolution appropriating \$46,458.11 of Rebuild Illinois funds for the reconstruction of Rohlwing Road, from Palatine Road to Northwest Highway.

RESULT: **ADOPTED BY ROLL CALL BY CONSENT VOTE [UNANIMOUS]**
MOVER: Scott Lamerand, District 2 Councilman
SECONDER: Doug Myslinski, District 3 Councilman
AYES: Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT: Kollin Kozlowski

Consider a Motion Authorizing the Village Manager to Execute an Agreement for Use of Public Rights-of-Way with Everstream GLC Holdings, LLC

BACKGROUND:

Everstream GLC Holdings, LLC, has been certified by the Illinois Commerce Commission (ICC) to provide and resell intrastate and interstate telecommunication services within Illinois. In their operations as a telecommunications retailer, they propose to use select Village of Palatine rights-of-way to install and maintain fiber optic cable.

KEY ISSUES:

- All installations would require a permit review process much like other utility companies certified by the ICC and governed by the Public Utilities Act.
- The agreement would grant Everstream the ability to install, operate, repair, and replace equipment within the Village's rights-of-way only at the specified locations.
- All installations are to be underground.
- As provided by State law, the Village shall not require any fees for obtaining such permits.
- Everstream shall maintain its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act and shall timely pay the taxes imposed by the Simplified Municipal Telecommunications Tax Act to the State of Illinois.
- The initial term of the agreement is for 20 years and includes a renewal for one additional 10-year period.
- As a company without a franchise agreement with the Village, a license agreement is required. The Public Utilities Act requires the Village to cooperate with this request.

ALTERNATIVES:

1. Authorize the Village Manager to execute an Agreement with Everstream GLC Holdings.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute an Agreement with Everstream GLC Holdings, LLC as the Public Utilities Act requires the Village to cooperate with this request.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute an Agreement with Everstream GLC Holdings, LLC.

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