



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

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

AGENDA

JUNE 10, 2024

Regular Meeting

7:00 PM

I. ROLL CALL

II. PLEDGE TO THE FLAG

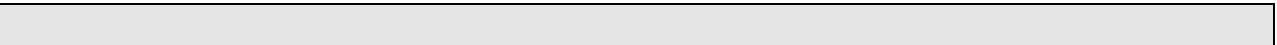
III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - June 3, 2024

IV. MAYOR'S REPORT

1. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE



VI. COMMITTEE OF THE WHOLE

A. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider a Motion Granting a Waiver of the Village's Temporary Sound Amplification Ordinance and Closure of Village Parking Lot J to Permit the Annual 'Fall Back Brewfest' Sponsored by the Palatine Jaycees on October 19, 2024 at 155 W. Wilson Street (Council District: Six)
2. Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance, the Temporary Closure of a Portion of Bothwell Street, and a Temporary Amendment to Lamplighter's Licensed Premises All in Conjunction with the Proposed 'Pipes for Pits' Event on August 11, 2024 at Lamplighter Inn, 60 N. Bothwell Street (Council District: Six)
3. As Submitted

B. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider an Ordinance Decreasing the Number of Class G (Restaurant with Beer & Wine) Liquor Licenses by One for Sunrise Ramen & Sushi Located at 309 E. Northwest Highway (Council District: Six)
2. Consider an Ordinance Decreasing the Number of Class F (Park District) Liquor Licenses by One for the Palatine Park District Located at 250 E. Wood Street
3. Consider an Ordinance Decreasing the Number of Class B-3 (Drug Store with Package Liquor) Liquor Licenses by One for CVS Pharmacy Located at 200 W. Northwest Highway (Council District: Six)
4. As Submitted

C. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider a Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
2. Approve an Amendment to the IGA Between District 15 and Village of Palatine for School Resource Officers
3. As Submitted

D. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

E. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

VII. RECONVENE THE VILLAGE COUNCIL MEETING**VIII. CONSENT AGENDA**

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

1. Consider a Motion Granting a Waiver of the Village's Temporary Sound Amplification Ordinance and Closure of Village Parking Lot J to Permit the Annual 'Fall Back Brewfest' Sponsored by the Palatine Jaycees on October 19, 2024 at 155 W. Wilson Street (Council District: Six)
2. Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance, the Temporary Closure of a Portion of Bothwell Street, and a Temporary Amendment to Lamplighter's Licensed Premises All in Conjunction with the Proposed 'Pipes for Pits' Event on August 11, 2024 at Lamplighter Inn, 60 N. Bothwell Street (Council District: Six)
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5. Consider an Ordinance Decreasing the Number of Class B-3 (Drug Store with Package Liquor) Liquor Licenses by One for CVS Pharmacy Located at 200 W. Northwest Highway (Council District: Six)
6. Consider a Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
7. Approve an Amendment to the IGA Between District 15 and Village of Palatine for School Resource Officers
8. Consider a Resolution Reducing the Olms Corner Subdivision Public Improvement Security Deposit (Council District: Six)

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

BRAD HELMS, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII. ADJOURNMENT



VILLAGE OF PALATINE
 VILLAGE HALL - COUNCIL CHAMBERS
 200 E. WOOD STREET
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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

JUNE 3, 2024

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 Nick Standiford, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief William Nord, Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Paul Mehring, Director of Human Resources Pam Jackson, Deputy Clerk Doris Sadik, and Kristin La Russo

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

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

III. APPROVAL OF MINUTES

- Village Council & Committee of the Whole - Regular Meeting - May 20, 2024 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

Minutes Acceptance: Minutes of Jun 3, 2024 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT

1. Consider a Resolution Appointing a New Member to the Village of Palatine Beautification Commission - **Adopted by Voice Vote**

The Council voted to concur with the Mayor's appointment of Robert Herbst to the Beautification Commission to complete an unexpired term due to the resignation of Nathan Etter.

Resolution #R-23-24

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

2. As Submitted -

Mayor Schwantz announced upcoming events:

Wednesday, June 5: 6 PM-8 PM

Comprehensive Plan Open House
Village Hall

In response to community concern about the closure of the Palatine Stables, Mayor Schwantz clarified that the Stables are a function of the Palatine Park District which will hold a public hearing in Meeting Room B in Village Hall on June 10, 2024.

Thursday, June 6 - Saturday, June 8

Downtown Palatine Business Association's Annual Sidewalk Sales
Downtown Palatine

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. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

In the absence of Chairman Kozlowski, Vice-Chairman Helms opened the Fire Policy & Community Information Committee meeting.

1. Consider a Motion Granting Temporary Closure of Greeley Street (between Slade and Palatine Rd.) for the American Legion Youth and Family Day at 122 W. Palatine Road and Towne Square on June 22, 2024 - **Approved by Voice Vote** (Council District: Six)

Deputy Village Manager Hadley Skeffington-Vos recommended approving the temporary closure of Greeley Street between Slade and Palatine Road on June 22, 2024, from 10 AM to 4 PM for American Legion sponsored Youth & Family Day.

Ed Behrens, Jim Kott, and Roman Golash of the American Legion explained that the family event is celebrating the Legion's centennial year and the history of the American Military with many examples of heavy equipment from historic to present day.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
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

TIM MILLAR, CHAIRMAN

1. Consider a Motion Approving the Downtown TIF District Facade & Interior Building Improvement Grant Program Application for the Property at 10 - 12 N. Bothwell Street - **Approved by Voice Vote** (Council District: Six)

Community Services Director Mike Jacobs recommended approving the Downtown TIF District Facade & Interior Building Improvement Grant application for a breakfast & lunch restaurant, 2 Libras, at 10-12 N. Bothwell Street, in the amount of \$10,422.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

2. As Submitted -

Nothing was submitted

C. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider a Resolution Granting a Time Extension for Ordinance #O-64-23 for the Previously Approved Car Wash at 2239-2251 N. Rand Road - **Adopted by Voice Vote** (Council District: Three)

Planning & Zoning Director Ben Vyverberg recommended approval of the time extension for previously approved Ordinance 0-64-23 Car Wash at 2239-2251 N. Rand Road in conjunction with the Palatine Hyundai dealership and MWRD permit process. The extension will require the building permit to be obtained on or before October 5, 2024.

Alan Jacob, Chicago, developer stated he has been involved with this project; the SBA loan was granted, which indicates his good intentions.

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

2. Consider an Ordinance Granting a Special Use for a Tattoo Business to Operate as a Unique Use at 574 W. Colfax Street - **Motion Carried by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use for a Unique Use, a Tattoo Parlor in a single unit in the multi-tenant building at Colfax and Smith. The Planning and Zoning Commission voted unanimously to approve the Special Use. The petitioner has been in the Tattoo business for 5 years with blood pathogens certification. The petitioner is aware of all requirements. Vyverberg explained signage options.

Councilman Millar asked about signage and suggested not having signage as we do not allow Video Gaming to be posted.

Village Manager Reid Otteson stated signage with the name of the company cannot be prohibited whether it contains the word Tattoo or not.

Luke Kozlowski, petitioner, stated many business spaces are vacant. His business name is Ta2 without using the word Tattoo.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

3. As Submitted -

Nothing was submitted

D. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Consider a Motion to Accept and Place on File the Annual Comprehensive Financial Report for the Year Ended December 31, 2023 - **Approved by Voice Vote**

Finance Director Paul Mehring presented the Annual Comprehensive Financial Report for the year ending December 31, 2023, as required by state statute. The report received the highest audit opinion by Sikich LLP, the Village's auditors.

Mayor Schwantz and the Council accepted the report and placed it on file.

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

2. Consider a Motion to Accept Staff Recommendations for CY 2023 Reserves -

Village Manager Reid Ottesen presented the staff recommendations for allocations of CY 2023 excess General Fund Reserves of \$36.3 million, \$36.1 are available for allocation:

- \$24.35 million - Operating Reserve (4 months of operations) - Per Reserve Policy;
- \$2.50 million - Economic Stabilization - Per Reserve Policy;

- \$2.25 million - Balance of Unfunded Pension Liability Paydown Program committed in CY 2022;
- \$2.36 million - Debt Service Reserve. This brings the Debt Service Reserve to a "fully funded" status;
- \$2.60 million - Accelerated paydown of the Unfunded Pension Liability - saving interest cost of \$182,000 (7.0%) and bringing the Pension Funds into a higher funded position;
- \$2.04 million - Set-aside for future Combined Services Facility improvements.

Ottesen stated these recommendations would position the Village to be debt-free, in that 100% of the dollars to retire the bonds will be in a dedicated reserve account (which saves the Village \$1 million in interest payments); and provide additional funding as noted above for a variety of potential purposes. The Council complimented staff and unanimously accepted staff recommendations.

Councilman Myslinski stressed the amazing financial accomplishments achieved by staff.

Accept Staff Recommendations for CY 2023 Reserves - **Motion Carried by Voice Vote**

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

3. As Submitted -

Nothing was submitted

E. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. Consider a Motion Opening the 30-Day Public Review and Comment Period for the 2024 CDBG Action Plan - **Approved by Voice Vote**

Planning & Zoning Director Ben Vyverberg recommended opening the 30-day Public Review and Comment Period for the 2024 CDBG Action Plan.

Mayor Schwantz noted we have reduced the number of recipients, giving larger sums to fewer organizations to increase the impact.

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

2. As Submitted -

Nothing was submitted

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

GREG SOLBERG, CHAIRMAN

1. 515 West Colfax Street (Council District: Six)

Public Works Director Matt Barry recommended the authorization of a groundwater ordinance prohibiting the installation of wells in a defined area surrounding 515 West Colfax Street and the execution of all documents necessary to formalize a Highway Authority Agreement for 515 West Colfax.

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

- A. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (515 West Colfax Street) - **Approved** (Council District: Six)
- B. Consider a Motion Authorizing the Execution of All Documents Necessary to Formalize a Highway Authority Agreement for 515 West Colfax Street - **Approved** (Council District: Six)
- 2. Consider a Motion to Update the Village's Cost Sharing for Lead Water Service Line Replacement - **Approved by Voice Vote**

Public Works Director Matt Barry recommended updating the Village's cost sharing for lead water service line replacement from 2/3 to 3/4 public participation of the private portion, capped at \$11,000 to encourage voluntary participation. The current cost is averaging \$4,000 out of pocket. It would still be a voluntary program, reducing anticipated cost to the homeowner to near \$3,500. Staff will continue to seek grants for this program.

Councilman Solberg clarified that after 2027, the Village will have to eliminate lead pipes at the Village expense.

In response to Councilman Helms, Barry stated that the identified homeowners who have lead pipes will be contacted immediately. This is for galvanized and lead pipes.

Roman Golash asked about residences with galvanized pipes. Barry responded, letters have gone to residents identified as having galvanized water service. In some neighborhoods it is sporadic as to what types of pipes are used. Palatine Water Department will help identify with photos.

Village Manager Reid Ottesen stated that the Village was surveyed 6 years ago to identify homes needing pipe replacement.

Councilman Solberg noted that there may be mixed metal use within the home, that would be the responsibility of the homeowner. Barry stated that galvanized pipes do not have a negative impact inside the home.

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

3. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING

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

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	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 a Motion to Approve Warrant 2024 #11 - **Approved**
2. Consider a Motion Granting Temporary Closure of Greeley Street (between Slade and Palatine Rd.) for the American Legion Youth and Family Day at 122 W. Palatine Road and Towne Square on June 22, 2024 - **Approved** (Council District: Six)
3. Consider a Motion Approving the Downtown TIF District Facade & Interior Building Improvement Grant Program Application for the Property at 10 - 12 N. Bothwell Street - **Approved** (Council District: Six)
4. Consider a Resolution Granting a Time Extension for Ordinance #O-64-23 for the Previously Approved Car Wash at 2239-2251 N. Rand Road - **Adopted by Roll Call** (Council District: Three)

Resolution #R-24-24
5. Consider an Ordinance Granting a Special Use for a Tattoo Business to Operate as a Unique Use at 574 W. Colfax Street - **Approved** (Council District: Six)

Ordinance #O-52-24
6. Consider a Motion to Accept and Place on File the Annual Comprehensive Financial Report for the Year Ended December 31, 2023 - **Approved**
7. Consider a Motion to Accept Staff Recommendations for CY 2023 Reserves -
8. Consider a Motion Opening the 30-Day Public Review and Comment Period for the 2024 CDBG Action Plan - **Approved**
9. Consider a Motion Authorizing a Groundwater Ordinance Prohibiting the Installation of Wells in a Defined Area (515 West Colfax Street) - **Approved** (Council District: Six)

Ordinance #O-53-24
10. Consider a Motion Authorizing the Execution of All Documents Necessary to Formalize a Highway Authority Agreement for 515 West Colfax Street - **Approved** (Council District: Six)
11. Consider a Motion to Update the Village's Cost Sharing for Lead Water Service Line Replacement - **Approved**

12. Consider a Motion to Accept and Place on File the Annual Treasurer's Report for Calendar Year 2023 - **Approved**

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

In the absence of Chairman Kozlowski, Vice-Chair Helms opened the Fire Policy & Community Information Standing Committee.

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted -

No Report

B. VILLAGE CLERK

1. As Submitted -

No Report

C. VILLAGE ATTORNEY

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED – Time: 7:40 PM

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE – Time: 7:40 PM

No one came forward

XIII. ADJOURNMENT – Time: 7:40 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:	Greg Solberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Helms
ABSENT:	Kozlowski

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of Jun 3, 2024 7:00 PM (APPROVAL OF MINUTES)

Consider a Motion Granting a Waiver of the Village's Temporary Sound Amplification Ordinance and Closure of Village Parking Lot J to Permit the Annual 'Fall Back Brewfest' Sponsored by the Palatine Jaycees on October 19, 2024 at 155 W. Wilson Street

BACKGROUND:

The Palatine Jaycees wish to hold their 7th annual Fall Back Brewfest at 155 W. Wilson Street on October 19, 2024. The event will include three beer tents and vendors from a variety of national and local breweries, offering tastings of seasonal beers. Food will be available from local food truck(s). To proceed with the proposed event, the Petitioners are requesting approval of the following:

Waiver of the Village's Temporary Sound Amplification Ordinance for a proposed live music or a DJ to play music on a speaker sound system and temporary closure of parking lot J on Saturday, October 19 (Noon - 5 PM)

KEY ISSUES:

- The proposed event hours are Saturday, October 19: Noon - 5 PM.
- Temporary Closure of Parking Lot 4 (J) on Thursday, October 17 at 10 PM to Saturday, October 19 at 11 PM.
- In 2023, the petitioner was granted permission to close this lot from Thursday 10 PM to Saturday at 11 PM.
- The requested waiver of the Village's Sound Amplification Ordinance is to allow for a PA system that will be used to play music with a DJ or host live music. The hours in which the sound waiver would be granted are Noon - 5 PM on October 19.
- The petitioner will need written permission from BMO Harris Bank to use their lot.
- The event will be similar to last year's, held in the same location at 155 W. Wilson Street.

ALTERNATIVES:

1. Approve the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J.

RECOMMENDATION:

Staff recommends action at the Village Council's discretion for the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Lot J for the 'Fall Back Brewfest' event to be held on October 19, 2024.

ACTION REQUIRED:

A motion to approve a waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J for the 'Fall Back Brewfest' event to be held on October 19, 2024.

ATTACHMENTS:

- Fall Back Brew Fest

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

GENERAL EVENT INFORMATION

Name of Event

Fall Back Brew Fest 2024

Exact Address of Event

155 W. Wilson Street Palatine, IL 60067

Type of Event (Check all applicable)

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

Date(s) of Event

10.19.2024

Hours of Event

12pm - 5pm

Total Hours (Step-up - Tear down)

10 hours

Phone number/website for publication

www.palatinejaycees.org/fall-back-brew-fest/ 500

Estimated attendance

Last years actual attendance

425

Describe the event's community and/or cultural benefit

The Palatine Jaycees will run their 7th Annual Fall Back Brew Fest. The date will be Oct. 19, 2024 and include a variety of national & local breweries along with food vendors.

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Palatine Jaycees

Contact person from Sponsoring Organization

[REDACTED]

Sponsoring Organization Address

P.O. Box 1517

City

Palatine

Zip

60078

Phone Number

[REDACTED]

E-Mail

[REDACTED]

Website

palatinejaycees.org

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

Megan O'Brien

E-mail

[REDACTED]

Organizer/Coordinator Address

[REDACTED]

City

[REDACTED]

Zip

[REDACTED]

Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Fax Number

[REDACTED]

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact

[REDACTED]

E-mail

[REDACTED]

Emergency Contact Address

[REDACTED]

City

[REDACTED]

Zip

[REDACTED]

Phone Number (24hours)

[REDACTED]

Cell Phone Number

[REDACTED]

Fax Number

[REDACTED]

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

EVENT OVERVIEW

Are you providing/serving food at your event that is considered potentially hazardous, being prepared on-site, or being re-packed and sold in bulk?
Below are some foods exempt from a permit (not all are listed):
-Pre-packaged, non-potentially hazardous foods (i.e. packaged cookies, chips, crackers, bread, etc.)
-Non-potentially hazardous, minimally cut, unprocessed fruits or vegetables (ie. apples, bananas, etc.)
QUESTIONS ON WHAT QUALIFIES AS EXEMPT? CALL (847) 359-9090.

☒ Yes ☐ No

If yes, how many vendors?

2-3 Food Vendors

Each vendor must submit a Temporary Food Event Permit Application 14 days prior to the event. Applications can be found at:
https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd/home
Questions? Contact (847) 359-9090. Please see application for full details on what is required.

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

☒ Yes ☐ No

If yes, you must submit a Temporary Structure Permit Application 30 days prior to the event. Applications can be found at:
https://permits.palatine.il.us/EnerGov_Prod/SelfService/PalatineILProd/home
Questions? Contact (847) 359-9037. Electric submissions are required. Please see application for full details on what is required.

Are you serving alcoholic beverages at your event?

☒ Yes ☐ No

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

Will the event include a Race/Walk or Parade?

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

ACKNOWLEDGEMENT/SIGNATURE

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

Meegan O'Brien
Signature of Organizer

5/17/2024
Date

Application must include the following documentation

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

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

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

Name of Event

Fall Back BrewFest 2024

SECTION 1: RACE/WALK, PARADE INFORMATION

☒ Not Applicable

Starting Location

Ending Location

Approximate Number of Attendees (runners/marchers)

Approximate Number of Vehicles (cars/floats)

Location of Assemble (Registration)

Location of Personal Vehicle Parking

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

SECTION 2: NOISE CONTROL PLAN

☐ Not Applicable

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

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

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

12pm

m

Describe the sound system(s)

The plan is to have a speaker system w/ a sound system.
We are looking to have a DJ or band play

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

We can have the music turned down or off if needed.

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

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION

☐ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location

Date of Closure

Time of Closure

Date to Reopen

Time of Reopen

Lot 4

10.17.24

10PM

10.19.24

11PM

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

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization

Palatine Jaycees

Name of Event

Fall Back Brew Fest 2024

Date(s) of Event

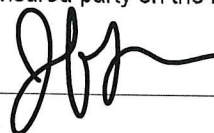
10.19.2024

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

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

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

SIGNATURE



Jennifer Levin

President

6/4/2024

PRINT NAME

TITLE/POSITION

DATE

SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Sponsoring Organization will be required to provide an original Certificate of Insurance, as well as the additional insured endorsement evidencing the following insurance minimums: Commercial General Liability - minimum \$1,000,000 per occurrence. Final acceptance of applicant is contingent on applicant naming the Village of Palatine, their employees, agents and officials as additional insured on a primary and non-contributory basis.



Attachment: Fall Back Brew Fest (Fall Back Brew Fest October 19, 2024)

Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance, the Temporary Closure of a Portion of Bothwell Street, and a Temporary Amendment to Lamplighter's Licensed Premises All in Conjunction with the Proposed 'Pipes for Pits' Event on August 11, 2024 at Lamplighter Inn, 60 N. Bothwell Street

BACKGROUND:

Bomb Shell Bullies (Bully Breed Rescue) is partnering with Lamplighters Inn, 60 N. Bothwell, for the 'Pipes for Pits' event on Sunday, August 11, 2024. To proceed with the proposed event, the Petitioners are requesting approval of the following:

- **Waiver of the Village's Sound Amplification Ordinance;**
- **Temporary Closure of a Portion of Bothwell Street; and**
- **Temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024 (from 4 to 7 PM).**

KEY ISSUES:

- The proposed event would be held from 4 to 7 PM on Sunday, August 11, 2024 on the east side of Lamplighter Inn (within Bothwell Street, between Wilson and Station Streets). The closure of Bothwell Street would occur from approximately 2 to 8 PM on Sunday, August 11.
- The proposed event will include amplified sound from an acoustic music player using one speaker and a microphone, and alcohol sales by Lamplighter Inn. There will be no food truck this year.
- The Council has previously approved this event, in 2023, 2022 and 2021, at Lamplighter Inn.

ALTERNATIVES:

1. Approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.

RECOMMENDATION:

Staff recommends action at the Village Council's discretion.

ACTION REQUIRED:

A motion to approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.

ATTACHMENTS:

- Pipes for Pits

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

GENERAL EVENT INFORMATION

Name of Event

Pipes For Pits

Exact Address of Event

60 N. Bothwell St. Palatine, IL 60067

Type of Event (Check all applicable)

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

Date(s) of Event

Aug 11th 2024

Hours of Event

4-7pm

Total Hours (Set-Up - Tear Down)

6hrs (2-8pm)

Phone number/website for publication

847-991-2420

Estimated attendance

200 ppl

Last years actual attendance

150 ppl

Describe the event's community and/or cultural benefit

Our annual Fundraiser to Support Bombshell Bullies and give the town a fun, family oriented event.

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Lampighter Inn Tavern & Grille

Contact person from Sponsoring Organization

Lindsey Stucka

Sponsoring Organization Address

60 N. Bothwell St.

City

Palatine

Zip

60067

Phone Number

847-991-2420

E-Mail

lstucka78@gmail.com

Website

Lamplighters.co

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

Lampighter Inn Tavern & Grille

E-mail

[REDACTED]

Organizer/Coordinator Address

[REDACTED]

City

Palatine

Zip

60067

Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Fax Number

[REDACTED]

EMERGENCY CONTACT INFORMATION

Name of Emergency Contact

[REDACTED]

E-mail

[REDACTED]

City

[REDACTED]

Zip

[REDACTED]

Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Fax Number

[REDACTED]

Attachment: Pipes for Pits (Lampighter Pipes for Pits Event - August 11, 2024)

VILLAGE OF PALATINE

SPECIAL EVENT PERMIT APPLICATION

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

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

EVENT OVERVIEW

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

☐ Yes ☒ No

If yes, how many vendors? _____

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

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

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

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

☐ Yes ☒ No

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

Are you serving alcoholic beverages at your event?

☒ Yes ☐ No

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

Will the event include a Race/Walk or Parade?

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

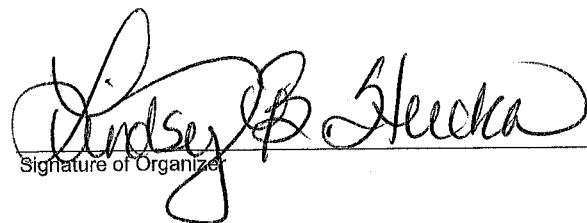
Are you utilizing any public parking lots, Village streets or other Village property for your event?

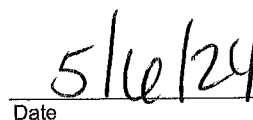
☒ Yes ☐ No

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

ACKNOWLEDGEMENT/SIGNATURE

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


Signature of Organizer


Date

Application must include the following documentation

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

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

APPLICATIONS WITH MISSING INFORMATION WILL NOT BE PROCESSED.

Attachment: Pipes for Pits (Lamplighter Pipes for Pits Event - August 11, 2024)

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

Pipe For Pits
Name of Event

SECTION 1: RACE/WALK, PARADE INFORMATION

☐ Not Applicable

Starting Location	Ending Location
Approximate Number of Attendees (runners/marchers)	Approximate Number of Vehicles (cars/floats)
Location of Assemble (Registration)	Location of Personal Vehicle Parking

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

SECTION 2: NOISE CONTROL PLAN

☐ Not Applicable

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

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

4-7pm

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

4-7pm

Describe the sound system(s)

There will be an Acoustic Artist with one speaker.

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

There will be a sound dial on the speaker that may be turned down.

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

SECTION 3: PARKING LOT/PROPERTY USAGE/CLOSURE INFORMATION

☐ Not Applicable

Public Parking Lot / Property Intended for "Event"

Lot Number or Location	Date of Closure	Time of Closure	Date to Reopen	Time of Reopen
<u>parking spots next to lamps shared by Salon MM</u>	<u>8/11/23</u>	<u>2pm</u>	<u>8/11/23</u>	<u>8pm</u>

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

VILLAGE OF PALATINE SPECIAL EVENT PERMIT APPLICATION

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

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

SECTION 4: INDEMNITY/HOLD HARMLESS AGREEMENT

Name of Sponsoring Organization

Lamplighter Inn Tavern & Grille

Name of Event

Show Me Your Pits

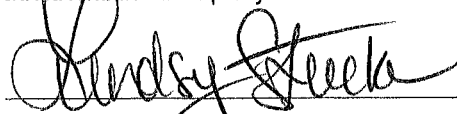
Date(s) of Event

Sunday, Aug 11th 2024

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

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

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



SIGNATURE

Lindsey Stucka

PRINT NAME

General Manager

TITLE/POSITION

5/6/24

DATE

SECTION 5: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

Attachment: Pipes for Pits (Lamplighter Pipes for Pits Event - August 11, 2024)

Lamplighters Building

Front Door

Lamps deck

Sidewalk

STREET

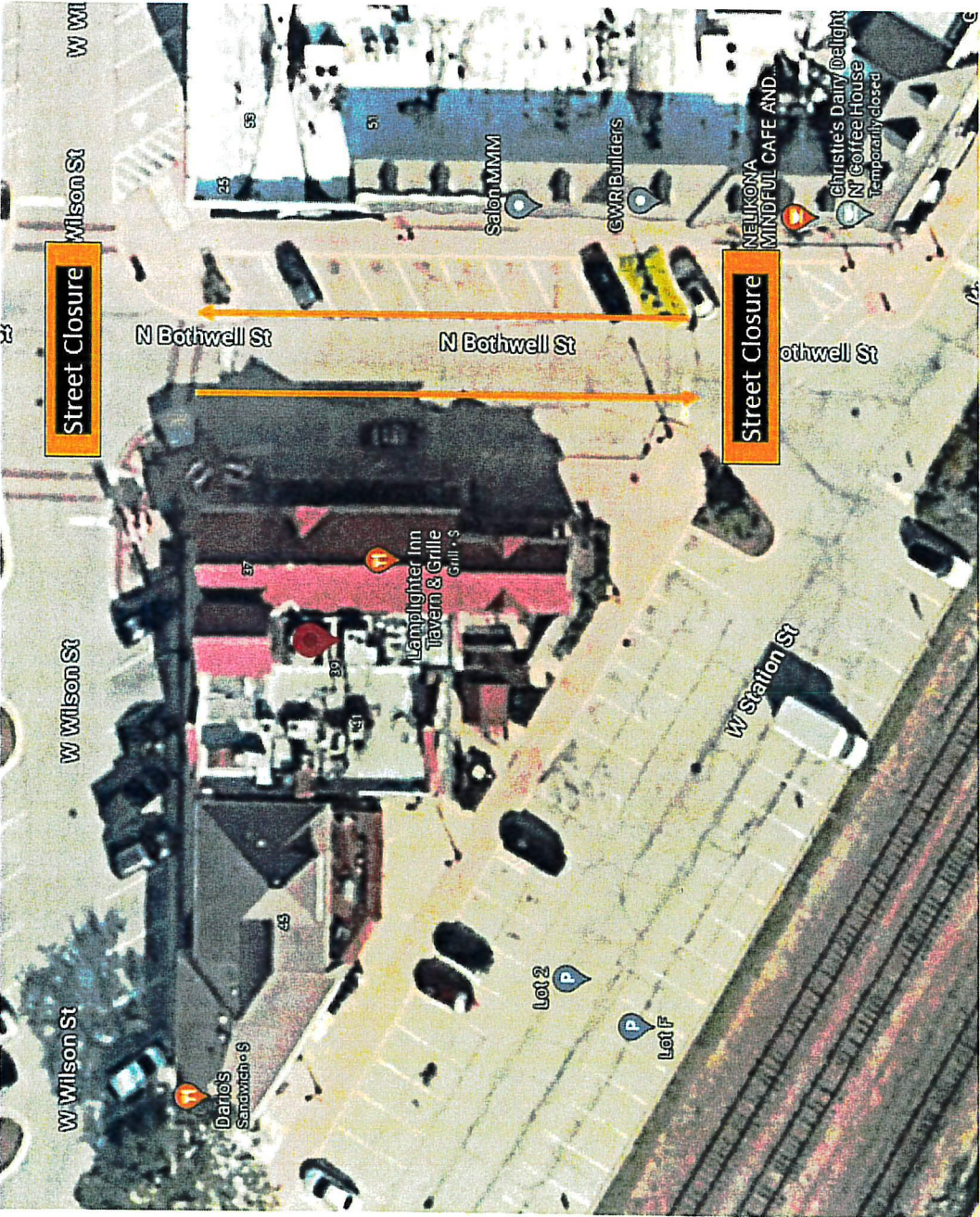
Area we
need
please
(same as
last
year)



Sidewalk

Tables

Attachment: Pipes for Pits (Lamplighter Pipes for Pits Event - August 11, 2024)



Attachment: Pipes for Pits (Lampighter Pipes for Pits Event - August 11, 2024)



CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/28/2023
6.A.2.a

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

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

PRODUCER	Serpe Insurance Agency 2538 N Lincoln Ave Chicago IL 60614	CONTACT NAME: Richard Serpe PHONE (A/C, No, Ext): (773) 871-0808 E-MAIL ADDRESS: elbav@serpeinsurance.com FAX (A/C, No): (773) 871-2976
INSURED	Bellanca Inc, DBA: Lamplighter Inn Frank Bellanca & Lisa Bellanca 60 N Bothwell St Palatine IL 60067-5002	INSURER(S) AFFORDING COVERAGE INSURER A: Badger Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2023-2024 MASTER REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		0070535460	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			0070535460	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Combined single limit \$1,000,000
A	Liquor Liability	Y		0070535460	12/30/2023	12/30/2024	

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

The Village of Palatine and it's elected and appointed officials, employees and agents are listed as Additional Insureds.

CERTIFICATE HOLDER

Village of Palatine
200 E. Wood St

Chicago

IL 60067-5332

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Elba Lopez

Consider an Ordinance Decreasing the Number of Class G (Restaurant with Beer & Wine) Liquor Licenses by One for Sunrise Ramen & Sushi Located at 309 E. Northwest Highway

BACKGROUND:

Owner Munkh-Orgil Shijirbaatar notified staff that the restaurant Sunrise Ramen & Sushi located at 309 E. Northwest Highway will no longer be serving alcohol, therefore they will not be renewing their Class G liquor license.

It is appropriate to remove the Class G license from the Liquor Code reducing the number of licenses to 11.

KEY ISSUES:

- Decrease Class G (Restaurant with Beer & Wine) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class G Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class G Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

ATTACHMENTS:

- ORD Decrease Class G Liq Sunrise Ramen

ORDINANCE NO. _____

**AN ORDINANCE DECREASING THE NUMBER OF CLASS G (BEER AND WINE)
LIQUOR LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE
VILLAGE OF PALATINE CODE OF ORDINANCES FOR
SUNRISE RAMEN & SUSHI LOCATED AT 309 E. NORTHWEST HIGHWAY**

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 the number of Class G (Beer and Wine) Liquor Licenses
shall be decreased by one for Sunrise Ramen & Sushi for a total of 11 Class G Liquor
Licenses.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are
hereby repealed.

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 _____, 2024

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

APPROVED by me this _____ day of _____, 2024

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2024

Village Clerk

Attachment: ORD Decrease Class G Liq Sunrise Ramen (309 E. NW Hwy - Sunrise Ramen Dec. Class G Liq. Lic.)

Consider an Ordinance Decreasing the Number of Class F (Park District) Liquor Licenses by One for the Palatine Park District Located at 250 E. Wood Street

BACKGROUND:

The Palatine Park District notified staff that they will not be renewing the Class F (Park District) Liquor License since the Park District no longer serves alcohol at their indoor facilities. Any future events will be handled through the Special Event process where they will request a temporary liquor license.

It is appropriate to remove the Class F license from the Liquor Code reducing the number of licenses to 1.

KEY ISSUES:

- Decrease Class F (Park District) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class F Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class F Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

ATTACHMENTS:

- ORD Decrease Class F Palatine Park Dist.

ORDINANCE NO. _____

**AN ORDINANCE DECREASING THE NUMBER OF CLASS F LIQUOR
LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE
VILLAGE OF PALATINE CODE OF ORDINANCES FOR
PALATINE PARK DISTRICT LOCATED AT 250 E. WOOD STREET**

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 the number of Class F (Park District) Liquor Licenses shall
decrease by one for the Palatine Park District at 250 E. Wood Street for a total of
one (1) Class F Liquor License.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith
are hereby repealed.

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 _____, 2024

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

APPROVED by me this _____ day of _____, 2024

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2024

Village Clerk

Attachment: ORD Decrease Class F Palatine Park Dist. (Palatine Park Dist. Decrease Class F Lic.)

Consider an Ordinance Decreasing the Number of Class B-3 (Drug Store with Package Liquor) Liquor Licenses by One for CVS Pharmacy Located at 200 W. Northwest Highway

BACKGROUND:

Highland Park CVS, LLC notified staff that store #5913 located at 200 W. Northwest Highway closed on May 29, 2024, therefore CVS Pharmacy will not be renewing the liquor license.

It is appropriate to remove the Class B-3 license from the Liquor Code reducing the number of licenses to 3.

KEY ISSUES:

- Decrease Class B-3 (Drug Store with Package Liquor) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class B-3 Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class B-3 Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

ATTACHMENTS:

- ORD Decrease Class B-3 - CVS Pharmacy

ORDINANCE NO. _____

**AN ORDINANCE DECREASING THE NUMBER OF CLASS B-3 LIQUOR
LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE
VILLAGE OF PALATINE CODE OF ORDINANCES FOR
CVS PHARMACY LOCATED AT 200 W. NORTHWEST HIGHWAY**

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 the number of Class B-3 (Drug Store with Package Liquor)
Liquor Licenses shall decrease by one for CVS Pharmacy at 200 W. Northwest
Highway for a total of three (3) Class B-3 Liquor Licenses.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith
are hereby repealed.

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 _____, 2024

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

APPROVED by me this _____ day of _____, 2024

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2024

Village Clerk

Attachment: ORD Decrease Class B-3 - CVS Pharmacy (200 W. NW Hwy - CVS Pharmacy Dec. Class B-3 Lic.)

Consider a Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement

BACKGROUND:

The Village of Palatine has been an active participant in the Illinois Emergency Management Mutual Aid System (IEMMAS) for over 20 years. Similar to the MABAS (FD) and ILEAS (PD) agreements, this statewide network was established to promote the sharing of people and resources across jurisdictional boundaries during large-scale emergencies and natural disasters.

KEY ISSUES:

The last formal IEMMAS agreement was signed and adopted by the VOP in 2005 (attached). This new, updated agreement has been reviewed by JEMS and is supported by the VOP's Emergency Management Coordinator: Sarah McKillop. Significant changes to the agreement include:

- Defines and details what is considered emergency management personnel and assets.
- Establishes a governance structure of the response network.
- Updates the language regarding insurance, indemnification, and reimbursement.

ALTERNATIVES:

1. Approve the Resolution Authorizing Palatine's participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.
2. Do not approve the Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.

RECOMMENDATION:

Staff recommends approval of the resolution and participation in the IEMMAS.

ACTION REQUIRED:

Motion to approve the resolution authorizing Palatine's participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.

ATTACHMENTS:

- Resolution for IEMMAS - Mutual Aid
- 2005 Signed IEMMAS VOP Agreement
- 2024 IEMMAS VOP Agreement
- IEMMAS Agreement Summary

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PARTICIPATION AS A
MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM
RESPONSE PURSUANT TO AN INTERGOVERNMENTAL
AGREEMENT FOR THE ESTABLISHMENT OF A
MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT**

WHEREAS, the Village of Palatine has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Village of Palatine pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Village of Palatine Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Village of Palatine, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Village of Palatine allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the Village of Palatine to provide as much as possible for assistance to the residents of the Village of Palatine and other Members of said Mutual Aid Service Agreement.

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

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

RESOLUTION NO.
Page 2 of 2

Section 2: That the Mayor of the Village of Palatine, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the Mayor be and is hereby authorized to execute, on behalf of the Village of Palatine said Agreement and that the Village of Palatine Clerk is authorized to attest to said Agreement.

PASSED this _____ day of _____, 2024.

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

APPROVED this _____ day of _____, 2014

Mayor of the Village of Palatine

ATTEST and FILED in the office of the Village Clerk this _____ day of _____, 2024.

Village Clerk

Attachment: Resolution for IEMMAS - Mutual Aid (Illinois Emergency Services Management Association Agreement)

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Village of Palatine
 Political Entity
Pat L. Miller
 Chief Executive Officer
June 13, 2005
 Date

Illinois Emergency Service Management
 Association
James J. Smith
 President
8-22-05
 Date
[Signature]
 IEMMAS Chairperson
8/22/05
 Date

ATTEST:
Samuel A. Rayburn
 Title DEPUTY CLERK
6/13/05
 Date

ATTEST:
F. Louise Bryner
 Title IEMMAS Secretary
11-26-05
 Date

IEMMAS-ILLINOIS-CITY-VILLAGE-DISTRICT-AGREEMENT



Illinois Emergency Management MUTUAL AID SYSTEM AGREEMENT

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of

the public. During such situations, one Member Unit's personnel and equipment may be called upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.

- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of

elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.

- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.
- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board,

representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following

action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the Requesting Unit;
3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a

response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the

funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited

to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator. The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall

be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be

known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the

permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and

Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time

on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

Public Agency Name _____

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A





"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

12/05/2023

RE: Updated IEMMAS Agreement

Dear IEMMAS Signatory,

Attached to this letter you will find a revised Illinois Emergency Management Mutual Aid System Agreement and a template resolution. As a Board we have been working on a revision to this agreement for well over a year. We have worked to ensure that our agreement was structured in a way that maximizes the flexibility of our assistance while incorporating modern best practices, and reflecting changes in the overall mutual aid landscape in Illinois.

Why is this agreement important? The updates to the agreement are a culmination of many aspects of the existing agreement becoming obsolete or no longer reflecting the way that we provide agency to agency support in emergency management. The previous agreement memorialized concepts such as the Mobile Support Team agreement, indemnification, and reimbursement that have since changed. For example, the changes to how the Mobile Support Teams are structured no longer include the local-to-local support that we have traditionally provided. Based on lessons learned from MABAS and ILEAS, the language regarding insurance, indemnification, and reimbursement has been modernized. This agreement is a critical piece in our ability to request or provide support in the way of personnel, equipment, or facilities to one another while ensuring that we have the legal framework in place to do so.

Why is this necessary? The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

How is it different from the previous agreement? This agreement is different from the previous version in a number of ways.

- Focuses on the whole of agency. This agreement provides more detail on what is considered emergency management personnel and assets. Where a jurisdiction may have equipment, staff, or facilities that fall under the control or management of emergency management this document takes those assets into account.
- Establishment of a governing body. Although IESMA's goal is to further the mission of emergency management, not all Counties and Municipalities who are signatories to the IEMMAS agreement are IESMA members. The new agreement establishes a governance structure for the oversight of emergency management mutual aid. IESMA will have a role in establishing this governing body and the initial governance structure, but the intent is for the IEMMAS governing body to self-determining.



"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

- Agreement between signatories. This agreement has a single signature line where each signatory agrees to be a party to the agreement along with every other entity that has signed the agreement. The previous agreement had three signatories which gave the impression that an agreement needed to be approved for it to be in effect. The new agreement is more flexible in the execution.

How will this be executed? Each signatory will need to adopt the new agreement by signature and resolution. Executed copies of the new agreement must be sent to the IESMA President for record keeping.

When do we want this done by? We would like the new agreement executed and returned to the IESMA President no later than December 1st, 2024. All previous agreements will be considered void as of December 1st, 2024.

If you have any additional questions, please feel free to reach out to your Regional Vice President or myself.

Thank you,

Michael Fleming

Michael Fleming
Illinois Emergency Services Management Association, President

Attachment A: Resolution Explanation

Attachment B: Resolution Example

Attachment C: IEMMAS Agreement

Approve an Amendment to the IGA Between District 15 and Village of Palatine for School Resource Officers

BACKGROUND:

In 2018, The Village of Palatine and Community Consolidated School District 15 entered into a new Intergovernmental Agreement (IGA) for the provision of a School Resource Officer for the Palatine based schools.

KEY ISSUES:

From time to time, the IGA may need updates to reflect changes in practice or to comply with new state laws and regulations.

District 15 has requested an amendment to the 2018 IGA to address the access to education records that the School Resource Officers may have. This amendment will become Exhibit A to the 2018 IGA.

ALTERNATIVES:

1. Approve the amendment
2. Do not approve the amendment.

RECOMMENDATION:

Staff recommends approval of the amendment to the 2018 Intergovernmental Agreement and to authorize the Village Manager to execute the amendment.

ACTION REQUIRED:

A motion to approve the amendment to the Intergovernmental Agreement between District 15 and the Village of Palatine.

ATTACHMENTS:

- CCSD15 Intergovernmental Agreement- 2018
- AMENDMENT TO SRO IGA - CCSD-15 and Village of Palatine

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR VILLAGE OF
PALATINE SCHOOL RESOURCE OFFICER FOR COMMUNITY CONSOLIDATED
SCHOOL DISTRICT #15**

THIS AGREEMENT is entered into by and between Community Consolidated School District #15, Palatine, Cook County, Illinois, (hereinafter called "District 15") and the Village of Palatine, Cook County, Illinois, a body corporate and politic (hereinafter called "Village").

WHEREAS, District 15 desires to have a Village of Palatine police officer (hereinafter called "Resource Officer") detailed to Winston Campus Junior High School and Walter Sundling Junior High School, on a contract basis; and

WHEREAS, the Village is willing to provide such a Resource Officer in exchange for the payment reference in this Agreement; and

WHEREAS, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq (1992) authorizes and encourages intergovernmental cooperation; and

WHEREAS, both the Village and District 15 are interested in promoting the safety and security of the staff, students and school premises in District 15.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION ONE INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION TWO OBLIGATIONS AND RESPONSIBILITIES OF THE VILLAGE

2.1 Provide Village Police Officers to District 15 for Interview

The Village will provide to District 15 sufficient qualified police officers to interview. A Committee as designated by District 15, shall decide which officer would best meet the requirements and criteria of the School District of a Resource Officer. The Village shall provide the officers with the following qualifications:

- Certified Police Officer
- Juvenile Certification (to be obtained within 6 months of start of assignment)
- Trained in gang resistance and alcohol/drug resistance curricula
- Verbal, written and interpersonal skills including public speaking
- Knowledge of, and experience in, matters involving cultural diversity
- Two (2) years of police service and also must be able to function as a strong role model

2.2 Assignment of Village of Palatine Police Officer to District 15

The Village shall assign to District 15 the officer(s) chosen by collaborative means between the Principal and Chief of Police, or his designee, to act as the Resource Officer on issues of security and community education. However, the Resource Officer will remain an employee of the Village and all personnel rules applicable to said Resource Officer shall continue to apply to the Resource Officer and the Resource Officer will at all times abide by all personnel rules of the Village of Palatine.

2.3 Duties and Responsibilities of Resource Officer

The Resource Officer(s) assigned to District 15 shall have the following duties and responsibilities.

Educational Responsibilities

1. Work cooperatively with the building administration and staff to plan and schedule appropriate lessons in gang/violence and drug and alcohol resistance education.
2. Coordinate lessons in gang/violence resistance and drug and alcohol resistance to students as scheduled by school officials.
3. Serve as a resource to the principal in evaluating curriculum units taught on gang/violence and drug/alcohol education.
4. Provide training for the faculty and staff on the role of the police liaison as well as on topics of interest and importance to the staff related to her/his expertise.

Resource Responsibilities

1. Maintain office hours each day for consultation with students.
2. Work collaboratively with the Principal to arrange and participate in parent/community education sessions.
3. Interact with students as a positive role model.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at risk students.
5. Establish a working relationship with behaviorally at risk students.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Meet with building administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.

3. Follow building and district behavior policies, using policy authority in necessary situations.

The Resource Officer(s) shall serve District 15 on a full-time basis and shall perform the above mentioned tasks with due diligence and to the best of his/her ability.

2.4 Assignment Duration

The duration of the Resource Officer's assignment shall be three years, unless either party judges his/her performance as unsatisfactory. The assignment may be extended past three years by agreement between the Superintendent and the Chief of Police.

SECTION THREE OBLIGATIONS AND RESPONSIBILITIES OF DISTRICT 15

District 15 will reimburse the Village for 10 months of the cost of a police officer for Winston Campus Junior High School and a police officer for Walter Sundling Junior High School as invoiced by the Village, which may be reviewed, modified and/or changed on an annual basis, or at any time the police officer is replaced, to reflect any cost change of compensating the Village for the police officer(s).

Any overtime costs incurred as a result of the Resource Officer attending school activities will be paid to Resource Officer by the Village and the Village will be reimbursed by the District.

SECTION FOUR TERM

This Agreement for school year 2018-2019 shall commence and shall be in full force and effective from August 13, 2018 and end on June 5, 2019, for a total of 195 days.

Thereafter, this agreement shall automatically be renewed annually, subject to the reimbursement agreement, for a 195 day period beginning five days prior to the first day of school and ending five days after the last day of school.

Either party may terminate this Agreement at any time during the term by providing the other party (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION FIVE LIABILITY, RESPONSIBILITY AND AUTHORITY

To the fullest extent permitted by law, Community Consolidated School District 15 agrees to indemnify and hold harmless the Village of Palatine, its officers, officials, agents, volunteers, employees, and their successors and assigns ("Village's Indemnified Parties"), in their individual and official capacities from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village's Indemnified Parties arising out of any activity of District 15 in performance of this Agreement, or any act or omission of District 15 or of any employee, agent, contractor, or volunteer of District 15, but only to the extent caused solely by any negligent or willful and wanton act or omission of District 15.

To the fullest extent permitted by law, the Village of Palatine agrees to indemnify and hold harmless Community Consolidated School District 15, its Board and its members, employees, volunteers, agents, their successors, and assigns (District 15's Indemnified Parties"),

in their individual and official capacities from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by District 15's Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village, but only to the extent caused solely by any negligent or willful and wanton act or omission of the Village.

SECTION SIX GUIDELINES FOR THE RECIPROCAL REPORTING AND COOPERATION BETWEEN DISTRICT 15 AND VILLAGE

The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as currently drafted and hereafter amended, and as set forth in the Reciprocal Reporting Guidelines, attached to this Agreement as an Appendix and incorporated herein.

SECTION SEVEN GENERAL PROVISIONS

7.1 Amendment to the Contract

Any terms or conditions of this agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Village and District 15.

7.2 Good Faith

Both the Village and District 15 have an obligation to perform their duties under this Agreement in good faith.

7.3 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

7.4 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and constructed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

7.5 Assignment/Binding Effect

Neither party hereto may assign their respective rights, duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

7.6 Waiver of Breach

If either party waived a breach of any provision of this agreement by the other party, that waiver will not operate or be construed as a waiver of such subsequent breach by either party or prevent either party from enforcing such provisions.

7.7 Merger Clause – Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties.

7.8 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 instrument.

7.9 Compliance with all Laws

The Village and District 15 shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

7.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located with the County of Cook, Illinois.

7.11 Disclaimed of Relationship

Nothing contained in this Agreement, nor any act of the Village or District 15, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or District 15, respectively.

7.12 Notice

Any and all communications regarding the terms of this agreement shall be in writing and sent by registered or certified mail and addressed, if to District 15, to Superintendent of Schools, Community Consolidated School District #15, 580 N First Bank Drive, Palatine, Illinois 60067. If to the Village, to the Village Manager, Village of Palatine, 200 E. Wood, Palatine, Illinois 60067. Notice shall be effective at dispatch. Notice as provided herein does not waive serve of summons or process.

IN WITNESS WHEREOF, the Village and District have executed this Agreement on the 12th
day of June, 2018.

VILLAGE OF PALATINE

BY: Rail J. Ott

ATTEST: Doris Sadik

Village Manager

SCHOOL DISTRICT # 15

BY: Scott B. Thompson ATTEST: Julie P. O'Hara

Superintendent of Schools

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This AMENDMENT to the Intergovernmental Agreement between the Village of Palatine, an Illinois municipal corporation (“**Village**”) and the Board of Education of Community Consolidated School District 15 (“**District**”) is entered into as of July 1, 2024, with the Village and District collectively referred to hereafter as “the Parties.”

RECITALS

WHEREAS, the Parties previously entered into an Intergovernmental Agreement for Village of Palatine School Resource Officer for Community Consolidated School District No. 15, for the 2018-2019 school year, with automatic annual renewals thereafter (“**Agreement**”); and

WHEREAS, Section 7.1 of the Agreement allows the Parties to amend the Agreement by written agreement; and

WHEREAS, the Parties jointly wish to amend the Agreement to address access to student record information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Access to Records.** The District and the School Resource Officers (“**SRO**”) will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit A, Access to Records, hereto and as otherwise allowed or restricted by applicable law.
2. **Remaining Terms.** All of the terms of the Agreement that have not been revised herein shall remain in full force and effect as originally drafted.
3. **Counterparts and Facsimile Signatures.** This Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Facsimile signatures shall be considered as original signatures.
4. **Representation of Authority.** Each of the persons executing this Amendment represents and warrants to the other that he/she has the proper authority and power to execute this Amendment on behalf of his/her respective entity and to bind such entity to the terms and conditions hereof.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date(s) written below.

**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
DISTRICT NO. 15**

VILLAGE OF PALATINE

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: **Secretary**

Its: _____

Dated: _____

Dated: _____

1241705.2

EXHIBIT A

ACCESS TO RECORDS

1. **District Records.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties shall comply with all state and federal laws, including, but not limited to, the Illinois *School Student Records Act* (105 ILCS 10/1 *et seq.*), the Illinois *Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information (“PII”) in student records as follows:
 - a. The SRO may have access to “directory information” of students as needed to perform duties under this Agreement.
 - b. The SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph 1.c below.
 - c. The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, except other law enforcement agencies, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies, and except as required by law or court order.
 - ii) The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the Village (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Village.

- iii) in an emergency, as determined by the Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

2. **Law Enforcement Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records.

Consider a Motion Granting a Waiver of the Village's Temporary Sound Amplification Ordinance and Closure of Village Parking Lot J to Permit the Annual 'Fall Back Brewfest' Sponsored by the Palatine Jaycees on October 19, 2024 at 155 W. Wilson Street

BACKGROUND:

The Palatine Jaycees wish to hold their 7th annual Fall Back Brewfest at 155 W. Wilson Street on October 19, 2024. The event will include three beer tents and vendors from a variety of national and local breweries, offering tastings of seasonal beers. Food will be available from local food truck(s). To proceed with the proposed event, the Petitioners are requesting approval of the following:

Waiver of the Village's Temporary Sound Amplification Ordinance for a proposed live music or a DJ to play music on a speaker sound system and temporary closure of parking lot J on Saturday, October 19 (Noon - 5 PM)

KEY ISSUES:

- The proposed event hours are Saturday, October 19: Noon - 5 PM.
- Temporary Closure of Parking Lot 4 (J) on Thursday, October 17 at 10 PM to Saturday, October 19 at 11 PM.
- In 2023, the petitioner was granted permission to close this lot from Thursday 10 PM to Saturday at 11 PM.
- The requested waiver of the Village's Sound Amplification Ordinance is to allow for a PA system that will be used to play music with a DJ or host live music. The hours in which the sound waiver would be granted are Noon - 5 PM on October 19.
- The petitioner will need written permission from BMO Harris Bank to use their lot.
- The event will be similar to last year's, held in the same location at 155 W. Wilson Street.

ALTERNATIVES:

1. Approve the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J.

RECOMMENDATION:

Staff recommends action at the Village Council's discretion for the waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Lot J for the 'Fall Back Brewfest' event to be held on October 19, 2024.

ACTION REQUIRED:

A motion to approve a waiver of the Village's Sound Amplification Ordinance and Temporary Closure of Parking Lot J for the 'Fall Back Brewfest' event to be held on October 19, 2024.

Consider a Motion Granting a Waiver of the Village's Sound Amplification Ordinance, the Temporary Closure of a Portion of Bothwell Street, and a Temporary Amendment to Lamplighter's Licensed Premises All in Conjunction with the Proposed 'Pipes for Pits' Event on August 11, 2024 at Lamplighter Inn, 60 N. Bothwell Street

BACKGROUND:

Bomb Shell Bullies (Bully Breed Rescue) is partnering with Lamplighters Inn, 60 N. Bothwell, for the 'Pipes for Pits' event on Sunday, August 11, 2024. To proceed with the proposed event, the Petitioners are requesting approval of the following:

- **Waiver of the Village's Sound Amplification Ordinance;**
- **Temporary Closure of a Portion of Bothwell Street; and**
- **Temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024 (from 4 to 7 PM).**

KEY ISSUES:

- The proposed event would be held from 4 to 7 PM on Sunday, August 11, 2024 on the east side of Lamplighter Inn (within Bothwell Street, between Wilson and Station Streets). The closure of Bothwell Street would occur from approximately 2 to 8 PM on Sunday, August 11.
- The proposed event will include amplified sound from an acoustic music player using one speaker and a microphone, and alcohol sales by Lamplighter Inn. There will be no food truck this year.
- The Council has previously approved this event, in 2023, 2022 and 2021, at Lamplighter Inn.

ALTERNATIVES:

1. Approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.
2. Do not approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.

RECOMMENDATION:

Staff recommends action at the Village Council's discretion.

ACTION REQUIRED:

A motion to approve the waiver of the Village's Sound Amplification Ordinance, temporary closure of a portion of Bothwell Street, and temporary amendment to the licensed premises of Lamplighter Inn's existing Liquor License all to allow for the 'Pipes for Pits' event on Sunday, August 11, 2024.

Consider an Ordinance Decreasing the Number of Class G (Restaurant with Beer & Wine) Liquor Licenses by One for Sunrise Ramen & Sushi Located at 309 E. Northwest Highway

BACKGROUND:

Owner Munkh-Orgil Shijirbaatar notified staff that the restaurant Sunrise Ramen & Sushi located at 309 E. Northwest Highway will no longer be serving alcohol, therefore they will not be renewing their Class G liquor license.

It is appropriate to remove the Class G license from the Liquor Code reducing the number of licenses to 11.

KEY ISSUES:

- Decrease Class G (Restaurant with Beer & Wine) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class G Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class G Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

Consider an Ordinance Decreasing the Number of Class F (Park District) Liquor Licenses by One for the Palatine Park District Located at 250 E. Wood Street

BACKGROUND:

The Palatine Park District notified staff that they will not be renewing the Class F (Park District) Liquor License since the Park District no longer serves alcohol at their indoor facilities. Any future events will be handled through the Special Event process where they will request a temporary liquor license.

It is appropriate to remove the Class F license from the Liquor Code reducing the number of licenses to 1.

KEY ISSUES:

- Decrease Class F (Park District) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class F Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class F Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

Consider an Ordinance Decreasing the Number of Class B-3 (Drug Store with Package Liquor) Liquor Licenses by One for CVS Pharmacy Located at 200 W. Northwest Highway

BACKGROUND:

Highland Park CVS, LLC notified staff that store #5913 located at 200 W. Northwest Highway closed on May 29, 2024, therefore CVS Pharmacy will not be renewing the liquor license.

It is appropriate to remove the Class B-3 license from the Liquor Code reducing the number of licenses to 3.

KEY ISSUES:

- Decrease Class B-3 (Drug Store with Package Liquor) Liquor License by one.

ALTERNATIVES:

1. Approve the Ordinance decreasing the number of Class B-3 Liquor Licenses by one.
2. Do not approve the Ordinance decreasing the number of Class B-3 Liquor Licenses by one.

RECOMMENDATION:

Action is at the discretion of the Committee.

ACTION REQUIRED:

Action is at the discretion of the Committee.

Consider a Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement

BACKGROUND:

The Village of Palatine has been an active participant in the Illinois Emergency Management Mutual Aid System (IEMMAS) for over 20 years. Similar to the MABAS (FD) and ILEAS (PD) agreements, this statewide network was established to promote the sharing of people and resources across jurisdictional boundaries during large-scale emergencies and natural disasters.

KEY ISSUES:

The last formal IEMMAS agreement was signed and adopted by the VOP in 2005 (attached). This new, updated agreement has been reviewed by JEMS and is supported by the VOP's Emergency Management Coordinator: Sarah McKillop. Significant changes to the agreement include:

- Defines and details what is considered emergency management personnel and assets.
- Establishes a governance structure of the response network.
- Updates the language regarding insurance, indemnification, and reimbursement.

ALTERNATIVES:

1. Approve the Resolution Authorizing Palatine's participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.
2. Do not approve the Resolution Authorizing Palatine's Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.

RECOMMENDATION:

Staff recommends approval of the resolution and participation in the IEMMAS.

ACTION REQUIRED:

Motion to approve the resolution authorizing Palatine's participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.

Approve an Amendment to the IGA Between District 15 and Village of Palatine for School Resource Officers

BACKGROUND:

In 2018, The Village of Palatine and Community Consolidated School District 15 entered into a new Intergovernmental Agreement (IGA) for the provision of a School Resource Officer for the Palatine based schools.

KEY ISSUES:

From time to time, the IGA may need updates to reflect changes in practice or to comply with new state laws and regulations.

District 15 has requested an amendment to the 2018 IGA to address the access to education records that the School Resource Officers may have. This amendment will become Exhibit A to the 2018 IGA.

ALTERNATIVES:

1. Approve the amendment
2. Do not approve the amendment.

RECOMMENDATION:

Staff recommends approval of the amendment to the 2018 Intergovernmental Agreement and to authorize the Village Manager to execute the amendment.

ACTION REQUIRED:

A motion to approve the amendment to the Intergovernmental Agreement between District 15 and the Village of Palatine.

Consider a Resolution Reducing the Olms Corner Subdivision Public Improvement Security Deposit

BACKGROUND:

The Subject Property includes the 3-lot residential subdivision at the northeast corner of Brockway and Colfax Streets. On May 7, 2024, the Village accepted a public improvement security deposit in the amount of \$103,010.96 to ensure the completion of the required public improvements for the Olms Corner Subdivision. The developer has completed a portion of the required public improvements and has requested a commensurate reduction to the corresponding security deposit. Therefore, the developer is seeking approval of the following:

Authorization for a reduction of the public improvement security deposit.

KEY ISSUES:

- The Petitioner has completed part of the initial public improvements, as outlined in their Subdivision Improvement Agreement and Final Engineering Plans, for Olms Corner Subdivision. The Village Engineer has inspected the improvements and approved the reduction request.
- The \$56,300.40 reduction request includes the required storm sewer and sanitary sewer extensions. The remaining funds will ensure the completion for all of the remaining public improvements for the subdivision.

ALTERNATIVES:

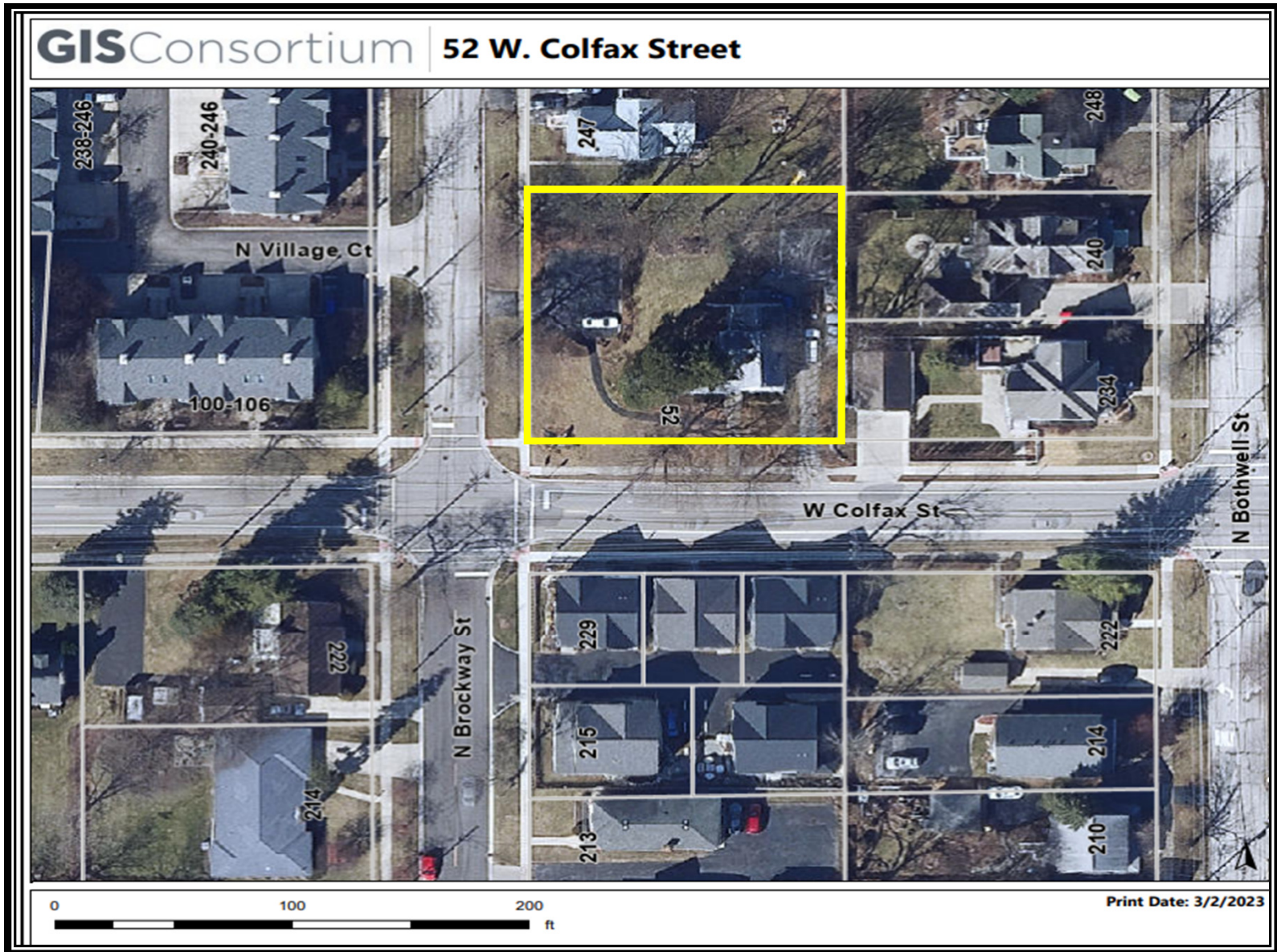
1. Authorize the reduction of the public improvement security deposit.
2. Do not authorize the reduction of the public improvement security deposit.

RECOMMENDATION:

A motion to approve a resolution granting a reduction of the security deposit for Olms Corner Subdivision.

ATTACHMENTS:

- Aerial map
- RES - Security Deposit Reduction



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A REDUCTION OF SECURITY FOR OLMS
CORNER SUBDIVISION, PURSUANT TO THE VILLAGE OF PALATINE
MUNICIPAL CODE, APPENDIX B, SUBDIVISIONS, SECTION 9.02**

WHEREAS, on the 6th day of May, 2024, GWR Enterprises LLC for good and valuable consideration agreed to install certain public improvements in the Olms Corner Subdivision; and

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

WHEREAS, in the matter of the Olms Corner Subdivision, located at 52 W. Colfax Street, a Security Deposit in the amount of \$103,010.96 was deposited with the Village of Palatine on the 6th day of May 2024 to ensure the completion of the project improvements; and

WHEREAS, GWR Enterprises LLC has completed the required public improvements, which were inspected and accepted by the Village Engineer and has therefore applied for a reduction of the letter of credit in the amount of \$56,300.40; and

WHEREAS, an inspector with the Village's Engineering Department has inspected the public improvements and has found these improvements to have been satisfactorily completed.

RESOLUTION NO.
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NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the
Village of Palatine that:

SECTION 1: Approval pursuant to the Palatine Municipal
Code, Appendix B Section 9.02 be and is hereby granted for the public
improvements having a value of \$56,300.40 and the letter of credit is hereby
reduced to \$46,710.56.

PASSED: This _____ day of _____, 2024.

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

Mayor

ATTESTED and FILED in the Office
of the Village Clerk this _____
day of _____, 2024.

Village Clerk

Attachment: RES - Security Deposit Reduction (Olms Corner Subdivision - Security Deposit Reduction (CA))