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

MAY 12, 2025

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 - May 5, 2025
2. Village Council - Special Meeting - May 5, 2025

IV. MAYOR'S REPORT

1. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE

VI. COMMITTEE OF THE WHOLE

A. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. 309 E. Northwest Hwy (Council District: Six)

   A. Consider an Ordinance Transferring Special Use Ordinance (#O-13-21) for the Property at 309 E. Northwest Highway

   B. Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Sushi+Thai by Sensei Located at 309 E. Northwest Highway

2. Consider an Ordinance Granting Special Uses for a Building Addition at 204 S. Ashland Avenue (Council District: Six)

3. Presentation of Video Gaming Establishments

4. As Submitted

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. Consider a Motion Approving a Minor Planned Development Amendment at 2070 N. Rand Road (Council District: Three)

2. Consider an Ordinance Granting a Minor Planned Development Amendment to Allow a Revised Business Plan and Floor Plan at 60 N. Bothwell Street (Council District: Six)

3. As Submitted

C. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. Water Main Hillcrest

   A. Consider a Resolution Directing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park for the Provision of Water

   B. Consider a Motion for a Perpetual Water Main Easement Agreement with the Village of Deer Park

   C. Consider a Motion to Award Alternate B for the Water Main Extensions Project (Council District: Three)

2. Deer Park 20817 N. Quentin Development

   A. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20820 N. Rand Road

   B. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20818 N. Rand Road

   C. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20817 N. Quentin Road

   D. Consider a Motion Approving a Water Service Agreement with Kildeer Real Estate LLC at 20817 N. Quentin Road

3. Consider an Ordinance Waiving the Bid Process and Authorizing the Village Manager to Execute Proposals for North Supply Motor Control Center and Surge Arrestors in an Amount Not to Exceed $230,975

4. Consider a Motion to Award a Contract for the Replacement of Water Main on Dundee Road at Salt Creek (Council District: Three)

5. Consider a Motion to Award the 2025 Water Main Replacement Contract 1 Project

6. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects

7. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 50 North Brockway Parking Lot and Railwalk Extension (Council District: Six)

8. Consider a Motion Authorizing the Village Manager to Execute a License Agreement with the Property Owner of 781 N. Virn Allen Court and the Williams Park Place Townhomes Association (Council District: One)

9. As Submitted

D. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

F. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, 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 an Ordinance Transferring Special Use Ordinance (#O-13-21) for the Property at 309 E. Northwest Highway (Council District: Six)

2. Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Sushi+Thai by Sensei Located at 309 E. Northwest Highway (Council District: Six)

3. Consider an Ordinance Granting Special Uses for a Building Addition at 204 S. Ashland Avenue (Council District: Six)

4. Consider a Motion Approving a Minor Planned Development Amendment at 2070 N. Rand Road (Council District: Three)

5. Consider an Ordinance Granting a Minor Planned Development Amendment to Allow a Revised Business Plan and Floor Plan at 60 N. Bothwell Street (Council District: Six)

6. Consider a Resolution Directing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park for the Provision of Water

7. Consider a Motion for a Perpetual Water Main Easement Agreement with the Village of Deer Park

8. Consider a Motion to Award Alternate B for the Water Main Extensions Project (Council District: Three)

9. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20820 N. Rand Road

10. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20818 N. Rand Road

11. Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20817 N. Quentin Road

12. Consider a Motion Approving a Water Service Agreement with Kildeer Real Estate LLC at 20817 N. Quentin Road

13. Consider an Ordinance Waiving the Bid Process and Authorizing the Village Manager to Execute Proposals for North Supply Motor Control Center and Surge Arrestors in an Amount Not to Exceed $230,975

14. Consider a Motion to Award a Contract for the Replacement of Water Main on Dundee Road at Salt Creek (Council District: Three)

15. Consider a Motion to Award the 2025 Water Main Replacement Contract 1 Project

16. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects

17. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 50 North Brockway Parking Lot and Railwalk Extension (Council District: Six)

18. Consider a Motion Authorizing the Village Manager to Execute a License Agreement with the Property Owner of 781 N. Virn Allen Court and the Williams Park Place Townhomes Association (Council District: One)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

GREG LANGER, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII. ADJOURNMENT

VILLAGE OF PALATINE

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200 E. WOOD STREET
PALATINE, IL 60067-5339 – (847) 359-9050
http://www.palatine.il.us

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

MAY 5, 2025

Regular Meeting **7:00 PM**

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

I. ROLL CALL - TIME: 7:00PM

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	
Joe Falkenberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Present	
Brad Helms	District 6 Councilman	Present	

Also Present:
Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Village Attorney Patrick Brankin & Rick Veenstra, Director of Community Development Mike Jacobs, Director of Public Works Matt Barry, Police Chief William Nord, Fire Chief Patrick Gratzianna, IT Director Larry Schroth, Director of Finance Andrew Brown, Director of Human Resources Monika Pandya, and Deputy Clerk Kristin La Russo

II. PLEDGE TO THE FLAG

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

III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - April 21, 2025 - **Accepted**

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

IV. MAYOR'S REPORT

1. Resolution of Appreciation for Councilman Tim Millar -

   Mayor Schwantz commended Councilman Tim Millar for his 12 years of service to the Village of Palatine as Councilman for the 1st District. He served the families in District 15 for eight years and has contributed to the growth of the Village. Mayor Schwantz expressed his gratitude for Councilman Millar's contributions to the Community and expressed his best wishes for Councilman Millar's future endeavors.

   Councilman Millar expressed his appreciation and thanked the residents for their support and all that was accomplished during his term. He also thanked the staff and the Village.

   Resolution #R-8-25

2. As Submitted -

   Mayor Schwantz announced upcoming events:

   Saturdays, May 3 - October 25: 7 AM - 1 PM
   Palatine Summer Farmers' Market
   Palatine Train Station Parking Lot

   Thursday, May 8 - 5 PM - 7 PM
   Palatine Police Beat 8150 Meeting
   Sundling Middle School

   Saturday, May 10: 7 AM - 1 PM
   Palatine Garden Club Plant Sale
   at the Palatine Farmers' Market
   Palatine Train Station Parking Lot

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:	Tim Millar, District 1 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Falkenberg, Kozlowski, Helms

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

VI. COMMITTEE OF THE WHOLE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time: 7:05 PM

TIM MILLAR, CHAIRMAN

1. As Submitted -

Nothing was submitted.

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:05 PM

JOE FALKENBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:05 PM

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

Nothing was submitted.

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:05 PM

BRAD HELMS, CHAIRMAN

1. As Submitted -

Nothing was submitted.

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:06 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:06 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

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

VIII.CONSENT AGENDA

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

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

1. Consider a Motion to Approve Warrant 2025 #9 **- Approved**

2. Consider an Ordinance to Amend Salary Ordinance, O-117-24, Establishing Rates of Compensation for Certain Officers and Employees of the Village of Palatine Effective May 6, 2025 **- Approved**

   Ordinance #O-40-25

3. Consider a Motion to Award a Contract for the 2025 Sidewalk Replacement Program **- Approved**

4. Consider an Ordinance Declaring Surplus Revenue in the Village of Palatine Rand Corridor TIF District Special Tax Allocation Fund **- Approved**

   Ordinance #O-41-25

5. Consider an Ordinance Declaring Surplus Revenue in the Village of Palatine Rand/Lake Cook TIF District Special Tax Allocation Fund **- Approved**

   Ordinance #O-42-25

6. Consider a Resolution Reducing the Olms Corner Public Improvement Security Deposit **- Approved** (Council District: Six)

   Resolution #R-9-25

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

IX. REPORTS OF STANDING COMMITTEE

A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted -

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE

JOE FALKENBERG, CHAIRMAN

1. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

No Report

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted -

   No Report

B. VILLAGE CLERK

1. As Submitted -

   No Report

C. VILLAGE ATTORNEY

1. As Submitted -

   No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

No one came forward.

XIII. ADJOURNMENT – TIME 7:10 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:	Joe Falkenberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Falkenberg, Kozlowski, Helms

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Minutes Acceptance: Minutes of May 5, 2025 7:00 PM (APPROVAL OF MINUTES)

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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MAY 5, 2025

Village Hall - Council Chambers | **Special Meeting** | **7:05 PM**

I. ROLL CALL – TIME: 7:10 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	
Joe Falkenberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Present	
Brad Helms	District 6 Councilman	Present	

Also Present:
Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Village Attorney Patrick Brankin & Rick Veenstra, Director of Community Development Mike Jacobs, Director of Public Works Matt Barry, Police Chief William Nord, Fire Chief Patrick Gratzianna, IT Director Larry Schroth, Director of Finance Andrew Brown, Director of Human Resources Monika Pandya and Deputy Clerk Kristin La Russo

II. ACCEPT THE OFFICIAL RESULTS FOR THE APRIL 1, 2025 CONSOLIDATED ELECTION

1. Consider a Motion to Accept the Cook County Clerk's Official Results for the April 1, 2025 Consolidated Election **- Approved by Voice Vote**

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

III. MAYOR'S APPOINTMENT

1. Consider a Motion Concurring with the Mayor's Appointment for the Village Clerk **- Approved by Voice Vote**

Minutes Acceptance: Minutes of May 5, 2025 7:05 PM (APPROVAL OF MINUTES)

RESULT:	**APPROVED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Kollin Kozlowski, District 5 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Millar, Lamerand, Myslinski, Falkenberg, Kozlowski, Helms

IV. OATHS OF OFFICE

1. Oaths of Office for the Mayor, Village Clerk, and Council Members for Districts 1, 4 and 6 of the Village of Palatine **-**

   Outgoing Village Clerk Marg Duer administered the oaths of office to the incoming Village officials:

   Mayor, Jim Schwantz
   District 1, Greg Langer
   District 4, Joe Falkenberg
   District 6, Brad Helms
   Village Clerk, Maureen Pasqualucci

V. ADJOURNMENT – TIME: 7:18 PM

1. Adjourn the Village Council **- Motion Carried by Voice Vote**

RESULT:	**MOTION CARRIED BY VOICE VOTE [UNANIMOUS]**
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Joe Falkenberg, District 4 Councilman
AYES:	Langer, Lamerand, Myslinski, Falkenberg, Kozlowski, Helms

SUBMITTED BY:

Maureen Pasqualucci
Village Clerk

Minutes Acceptance: Minutes of May 5, 2025 7:05 PM (APPROVAL OF MINUTES)

Consider an Ordinance Transferring Special Use Ordinance (#O-13-21) for the Property at 309 E. Northwest Highway

BACKGROUND:
The Special Use for the existing restaurant was approved in 2021. Golden Grove Hospitality, LLC (d/b/a Sushi + Thai by Sensei) will be acquiring the restaurant and is requesting the following:

> **Transfer of Special Use #O-13-21 to permit the continued operation restaurant, with liquor service, at 309 E. Northwest Highway.**

KEY ISSUES:

- The Subject Property, zoned B-2 Shopping Center District, was approved for a Special Use in February 2021 (Ordinance #O-13-21).
- The Petitioner is proposing to modify the floor plan, with an increase in the seating count from 30 seats to 42 seats. This modification will not affect the required parking or existing variation, as the required parking is based upon the restaurant's square footage. Other than the floor plan amendment, the proposed business plan is consistent with the existing operations.
- Any future floor plan or business operational changes would require additional Village review. Staff also advised the Petitioner about the Village's temporary sign regulations as part of the Special Use transfer application process.

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

RECOMMENDATION:
Staff recommends approval of the Special Use Transfer at 309 E. Northwest Highway.

ACTION REQUIRED:
Motion to approve an ordinance transferring Special Use Ordinance #O-13-21 to Golden Grove Hospitality, LLC (dba Sushi + Thai by Sensei) to permit the continued operation of a restaurant with liquor service at 309 E. Northwest Highway.

ATTACHMENTS:

- Aerial Map
- ORD SUT 309 E Northwest Hwy
- EXHIBIT - Floor Plan
- SUT Application
- #O-13-21

GISConsortium

309 E. Northwest Highway

Attachment: Aerial Map (309 E Northwest Hwy - SUT Restaurant)

0 200 400 ft

Print Date: 5/5/2025

Notes

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

ORDINANCE NO._____

AN ORDINANCE TRANSFERRING
SPECIAL USE ORDINANCE #O-13-21
309 E. NORTHWEST HIGHWAY

WHEREAS, Ordinance # O-13-21-05 granted a Special Use to permit a restaurant with liquor service, on the property commonly known as 309 E. Northwest Highway; and

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

WHEREAS, since the Village Council did meet on May 12, 2025, to review a request by Golden Grove Hospitality, LLC (dba Sushi + Thai by Sensei), that the Special Use be transferred to permit the continued operation of a restaurant with liquor service, with no substantial changes, and it was the recommendation of the Village Council that the transfer of the Special Use to Golden Grove Hospitality, LLC (dba Sushi + Thai by Sensei) be approved, without additional amendment.

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

SECTION 1: That the Special Use granted by Ordinance # O-13-21, as amended, is hereby transferred to Golden Grove Hospitality, LLC (dba Sushi + Thai by Sensei), be approved, without amendment.

SECTION 2: All conditions of Special Use Ordinance #O-13-21, as amended, shall remain in full force and effect.

DATED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

_____
Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk

this ____ day of _____, 2025.

_____
Village Clerk

Attachment: ORD SUT 309 E Northwest Hwy (309 E Northwest Hwy - SUT Restaurant)

SUSHI THAI RESTAURANT

309 E. NORTHWEST HIGHWAY
PALATINE, IL 60067

SCOPE OF WORK

MINOR INTERIOR REMODEL WITHIN EXIST. STRIP CENTER TENANT SPACE (APPROX. 1,760 SF)

II B TYPE CONSTR./ FULLY SPRINKLERED
(A-2) ASSEMBLY USE

1) REMOVAL OF EXIST. DINING ROOM PARTITIONS
2) REMOVAL OF EXIST. FLUORESCENT LAY-IN LIGHTS IN DINING AREA.
NEW LED TRACK LIGHTING & RECESSED CANS FOR NEW DINING AREA LIGHTING.
3) NEW WOK UNDER EXIST. KITCHEN HOOD
4) RELOCATION OF (2) EQUIPMENT ITEMS
5) NEW DINING AREA SEATING LAYOUT

CODE AUTHORITY

AUTHORITY: VILLAGE OF PALATINE, IL
BUILDING DEPARTMENT
200 E. WOOD STREET
PALATINE, IL 60067
(847) 359-9042

VILLAGE OF PALATINE, IL BLDG. CODES:

2021 INT. BUILDING CODE w/ AMENDMENTS
2021 INT. MECH. CODE w/ AMENDMENTS
2021 INT. FIRE CODE w/ AMENDMENTS
2021 INT. FUEL GAS CODE w/ AMENDMENTS
2021 INT. EXISTING BUILDING CODE w/ AMEND.
NFPA 2020 NAT. ELECTRICAL CODE w/ AMEND.
2014 IL STATE PLUMBING CODE w/ AMENDMENTS
2021 IL ENERGY CONSERVATION CODE w/ STATE of ILLINOIS AMENDMENTS
2018 ILLINOIS ACCESSIBILITY CODE

GENERAL NOTES

1) ALL WORK TO COMPLY TO THE 2018 ILLINOIS ACCESSIBILITY CODE AS ESTABLISHED BY THE STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD.

2) ALL CONTRACTORS AND SUBCONTRACTORS WILL THOROUGHLY FAMILIARIZE THEMSELVES WITH THESE CONSTRUCTION DOCUMENTS AND WILL VERIFY EXISTING SITE AND BUILDING CONDITIONS PRIOR TO SUBMITTING A BID. ALL SUBCONTRACTORS WILL PROVIDE ALL LABOR, SUPERVISION, AND MATERIALS AND EVERYTHING OF EVERY SORT WHICH MAY BE NECESSARY FOR A SUCCESSFUL COMPLETION OF THIS PROJECT TO OBTAIN A FINAL OCCUPANCY PERMIT. ALL WORK TO BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AS DESCRIBED HEREIN BY THESE CONSTRUCTION DOCUMENTS ACCORDING TO THE TRUE INTENT AND MEANING OF THE DRAWINGS AND SPECIFICATIONS, WHETHER THE SAME MAY OR MAY NOT BE PARTICULARLY INFERRED THEREFROM ALL WORK INDICATED OR DESCRIBED IN THE DRAWINGS OR SPECIFICATIONS WILL BE CONSIDERED BY THE CONTRACT TO THE EXTENT AS IF DESCRIBED IN BOTH.

3) SUBCONTRACTORS, BEFORE STARTING THEIR WORK, WILL CHECK AND VERIFY THEIR PARTICULAR CODE RELATED REQUIREMENTS FOR COMPLIANCE ALONG WITH MEASUREMENTS, SURFACE LEVELS, SURFACE CONDITIONS AND RELATED PRODUCT, INSTALLATIONS NEAR AND ABOUT THEIR WORK. EACH TRADE WILL VERIFY IF CONTRACT CONDITIONS WITH THE OWNER OR THE ON-SITE CONSTRUCTION MANAGER AS TO IF THEY ARE OR NOT OF THE SAME, AS PER THESE CONSTRUCTION DOCUMENTS. IT WILL BE CONCLUDED THAT EACH BIDDER UNDERSTANDS AND KNOWS EXACTLY WHAT WILL BE REQUIRED OF HIM AND WILL PERFORM THESE REQUIREMENTS WITHOUT RECOURSE TO THE FULL AND UNCONDITIONAL SATISFACTION OF THE OWNER. THERE ARE NO ALTERNATE BIDS ON THIS PROJECT. NO ADDITIONAL COMPENSATION WILL BE CONSIDERED AFTER LETTING OF THIS BID UNLESS CHANGES ARE DIRECTED BY THE OWNER IN WRITING WITH COST ALREADY NEGOTIATED FOR THAT ADDED WORK AFTER THE LETTING OF THE BID.

4) THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL NOT HAVE CONTROL OR CHARGE OF AND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK ON THIS PROJECT OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK ON THIS SITE, NOR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT AND OR CONSTRUCTION DOCUMENTS.

5) ALL CONTRACTORS WILL PROVIDE ADEQUATE BRACING AND/OR SHORING TO INSURE STRUCTURAL STABILITY OF THE BUILDING AND ALL RELATED BUILDING COMPONENTS IS STRUCTURAL HALLS, INTERIOR WALL ASSEMBLIES, ETC., DURING THE CONSTRUCTION PHASE OF THIS PROJECT.

6) ALL WORK WILL BE COORDINATED WITH OTHER TRADES IN ORDER TO AVOID INTERFERENCE AND PRESERVE MAXIMUM HEADROOM AND AVOID CHASSIONS. EACH CONTRACTOR WILL INCLUDE ALL MISCELLANEOUS ITEMS REQUIRED BY CODE AND NEEDED TO COMPLETE THE WORK INCLUDING MOVING AND RIGGING OF MATERIALS AND EQUIPMENT, ALL THE HANGERS, SUPPORTS, ANCHORS, SUSPENSION MEANS, CONDUIT, WIRE, FITTINGS, SLEEVES, ETC.

7) ALL MATERIALS USED WILL BE NEW AND BEAR U.L. LABELS WHERE REQUIRED AND MEET APPROPRIATE N.E.M.A. STANDARDS.

8) LAYOUT ALL PARTITIONS BEFORE BEGINNING CONSTRUCTION TO PREVENT ERRORS BY DISCREPANCY. ALL DRYWALL PARTITIONS WILL BE INSTALLED AS NOTED ON THE DRAWINGS.

9) ALL CONTRACTORS WILL GUARANTEE ALL LABOR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE OF FINAL OCCUPANCY PERMIT AND/OR AT THE FINAL PAYOUT FROM OWNER.

10) VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING, CUTTING AND/OR INSTALLING MATERIAL, PRODUCT OR EQUIPMENT. IN THE EVENT OF ANY DISCREPANCIES, CONTACT THE ARCHITECT BEFORE PROCEEDING WITH THAT WORK.

11) ALL SUBCONTRACTORS WILL PROVIDE A CERTIFICATE OF INSURANCE TO THE OWNER PRIOR TO STARTING ANY WORK ON THIS PROJECT. NOTE: CERTIFICATE OF INSURANCE CANNOT BE TERMINATED OR CANCELED WITHOUT 10 DAYS PRIOR WRITTEN NOTICE TO THE OWNER.

12) NO SUBSTITUTIONS OF ANY KIND FOR MATERIALS SPECIFIED ON THESE CONSTRUCTION DOCUMENTS IS ALLOWED. NO "EQUIVALENT" SUBSTITUTIONS WILL BE MADE, UNLESS APPROVED IN WRITING BY THE ARCHITECT AND APPROVED BY THE OWNER, DUE TO THE LACK OF AVAILABILITY OF ORIGINAL.

13) RESPONSIBILITY OF CONTRACTOR. EACH CONTRACTOR IS RESPONSIBLE FOR AND MUST GUARANTEE IN WRITING FIRST CLASS WORKMANSHIP AND MATERIALS. EACH CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR THE CARE AND PROTECTION OF HIS OWN WORK AND MATERIALS FROM DAMAGE AND WILL PROTECT THIS SAME PROPERTY. HE WILL MAKE GOOD ANY DAMAGE TO HIS OWN OR OTHER WORK CAUSED BY HIMSELF OR WORKMEN EMPLOYED BY HIM.

14) SITE SAFETY: EACH CONTRACTOR WILL ABIDE BY LOCAL AREA STANDARDS AND RELATED OSHA STANDARDS FOR THE PROTECTION AND SAFETY FOR THEIR EMPLOYEES ON SITE. THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL BE HELD HARMLESS BY THE OWNER, GENERAL CONTRACTOR AND RELATED INVARIED TRADES, ON THIS PROJECT FOR ACCIDENTS OR INJURIES CAUSED OR ACCRUED ON THIS PROPERTY DURING THE PRE/ACTUAL/POST CONSTRUCTION PHASES OF THIS PROJECT.

15) LIENS: ALL SUBCONTRACTORS AND THE GENERAL CONTRACTOR WILL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL ITEMS ARISING OUT OF THIS CONTRACT AND/OR RECEIPTS IN FULL IN LIEU THERE OF TOWARDS THEIR PARTIAL OR FINAL PAYMENT FOR WORK IN PLACE FOR THE OWNER.

16) GENERAL CONTRACTOR TO PAY FOR ALL SCAVENGER SERVICES, AND WILL BE RESPONSIBLE FOR REMOVAL OF DEBRIS ACCUMULATED BY EACH TRADE. HOWEVER, EACH TRADE WILL KEEP THE JOB SITE CLEAN AND SAFE AT ALL TIMES, ALONG WITH A BROOM FINISH AT THE END OF EACH WORKING DAY.

17) IF CHANGES ARE MADE IN THE FIELD ON THIS PROJECT VIA DIMENSIONS, MATERIALS, INSTALLATION DIFFERENT THAN INDUSTRY TECHNIQUES AND STANDARDS, ETC., "OWNER" IS TO BE NOTIFIED 48 HOURS IN ADVANCE TO THESE CHANGES TO BE MADE BY SAID TRADE. IF NOTICE IS NOT GIVEN TO THE OWNER, THEN THAT SUBCONTRACTOR IS TOTALLY RESPONSIBLE FOR THE CONSEQUENCES AND EFFECTS EVOLVED FROM THESE CHANGES.

18) CONSTRUCTION CLEAN-UP: AFTER ALL OTHER WORK IS COMPLETED AND JUST PRIOR TO TURNING THE SPACE OVER TO THE OWNER, THE CONTRACTOR WILL EMPLOY THE SERVICES OF A PROFESSIONAL CLEANING SERVICES TO CLEAN AND WASH DOWN ALL INSTALLED EQUIPMENT, SERVICE AREAS, ALONG WITH THE CLEANING OF ALL GLASS WINDOW/DOOR SURFACES PRIOR TO OCCUPANCY. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES FOR THIS MUNICIPALITY. SEE "CODE REVIEW" ON THIS SHEET.

19) DO NOT SCALE DRAWINGS.

20) CONTRACTOR WILL APPOINT ONE SPECIFIC INDIVIDUAL FOR LIAISON WITH THE OWNER REPRESENTATIVE AND ARCHITECT.

21) CONTRACTOR SHALL PERFORM NO PORTION OF THE WORK AT ANY TIME WITHOUT APPROVED CONTRACT DOCUMENTS.

22) CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL ARCHITECTURAL, MECHANICAL, TELEPHONE, ELECTRICAL (INCLUDING LIGHTING), AND PLUMBING SO TO ENSURE THAT REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT ARE PROVIDED.

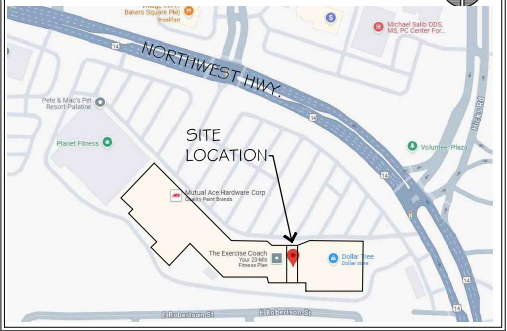
23) DIMENSIONS SHALL NOT BE CHANGED WITHOUT THE ARCHITECTS WRITTEN APPROVAL.

24) CONTRACTOR TO PROTECT EXISTING CONSTRUCTION AND RESTORE ALL FINISH SURFACES TO THEIR ORIGINAL CONDITION WHERE DAMAGED.

25) CONTRACTOR WILL PROVIDE A COPY OF THE CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.

LOCATION PLAN

NO SCALE

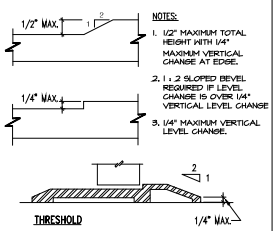


SHEET DIRECTORY

ARCHITECTURAL DRAWINGS

C51	COVER SHEET w/ PROPOSED EGRESS PLAN
A1	EXIST./ PROPOSED FLOOR & CEILING PLANS
A2	ELECTRICAL NOTES & PANEL SCHEDULE

CHANGE IN LEVEL



NOTES:
1. 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
2. 1 : 2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

OCCUPANCY LOAD

TOTAL GROSS SQUARE FOOTAGE OF SPACE; 1,760 S.F.
ESTIMATED OCCUPANCY COUNT BASED ON THE 2021 IBC (TABLE 1004.5)

ASSEMBLY AREAS (SEE BREAKDOWN BELOW)
UNCONCENTRATED - TABLES & CHAIRS;
SEATING AREAS; ACTUAL CHAIR COUNT = 21 PEOPLE
FIXED SEATS (BOOTH SEATING);
BOOTH SEATING 55' / 18" = 37 pp; (IF full length of booth is used)
ACTUAL SEAT COUNT; → 42 PEOPLE
BOOTH SEATING / 18"/pp;

KITCHEN AREAS @ 200 S.F. GROSS PER PERSON
KITCHEN AREAS; 570 SF / 200 SFpp = 2.8 PEOPLE

STORAGE AREAS @ 300 S.F. GROSS PER PERSON
STORAGE AREAS; 85 SF / 300 SFpp = 0.3 PEOPLE

TOTAL = 45 TOTAL PEOPLE

PLUMB. FIXTURE COUNT

REQUIRED FIXTURE COUNT BASED ON SECTION 890.810 & APPENDIX A, TABLE B OF THE IL STATE PLUMB. CODE;

(BUSINESS USE)
BASED ON A TOTAL OF 45 TOTAL PEOPLE
(23 MEN/23 WOMEN)

REQUIRED;

MEN	WOMEN	GENERAL
1 WATER CLOSETS	1 WATER CLOSETS	1 SERVICE SINK
1 LAVATORIES	1 LAVATORIES	
1 URINAL		

PROVIDED; BASED ON A TOTAL OF 45 TOTAL PEOPLE
(23 MEN/23 WOMEN)

MEN	WOMEN	GENERAL
1 WATER CLOSETS	1 WATER CLOSETS	1 SERVICE SINK
1 LAVATORIES	1 LAVATORIES	
1 URINAL		

EXIT REQUIREMENTS

BASED ON SECTION 1005/ 1006 OF THE 2021 INTERNATIONAL BUILDING CODE

SPACE IS FULLY SPRINKLERED

MINIMUM NUMBER OF EXITS REQUIRED
(1) EXIT REQUIRED DUE TO < 49 PEOPLE & < 75' TRAVEL DIST.

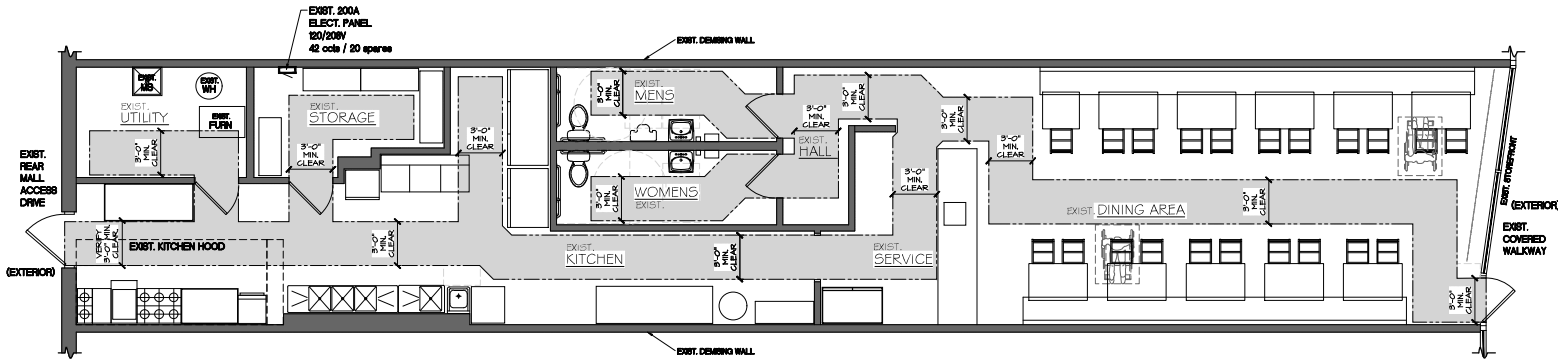
ACTUAL NUMBER OF EXITS PROVIDED
TWO (2) EXITS PROVIDED

REAR EXIT = 36" WIDTH
FRONT EXIT = 36" WIDTH
TOTAL EXIT WIDTH = 72" TOTAL EXIT WIDTH PROVIDED

TOTAL EXIT WIDTH REQUIRED = 0.15 PER PERSON
45 OCCUPANTS x 0.15" = 6.8"
(36" MIN. WIDTH OVERRIDES)

ALLOWABLE MAX. TRAVEL DISTANCE (FULLY SPRINKLERED)
250' MAXIMUM ALLOWABLE

PROPOSED MAX. TRAVEL DISTANCE (FULLY SPRINKLERED)
81' MAXIMUM PROPOSED



EXISTING / PROPOSED SEATING PLAN w/ EGRESS PATH
SCALE: 1/4" = 1'-0"
FULLY SPRINKLERED

0 1 2 3 4 5 10 15 20 25

ARCHITECT'S SEAL

STATEMENT OF COMPLIANCE

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIER ACT (IL REV. STAT., 1985, CH. 111 1/2, PARS. 3711 ET SEQ. AS AMENDED) AND THE ILLINOIS ACCESSIBILITY CODE TI IL ADM. CODE 400.

SIGNED: ARCHITECT
ILLINOIS REGISTRATION NO. 0010018012
DATE:

PROFESSIONAL DESIGN FIRM
-
ARCHITECTURAL CORPORATION LICENSE NUMBER: 184 - 000318

4/30/25 DATE — 11/30/26 LIC. EXPIRES

WARREN JOHN ARCHITECTS,
19 N. Greeley St. Palatine,
T (847) 359-9616

4/30/25 DATE — 11/ LIC.

ISSUE DATES / REV

FOR PERMIT

NO. DESCRIPTIO

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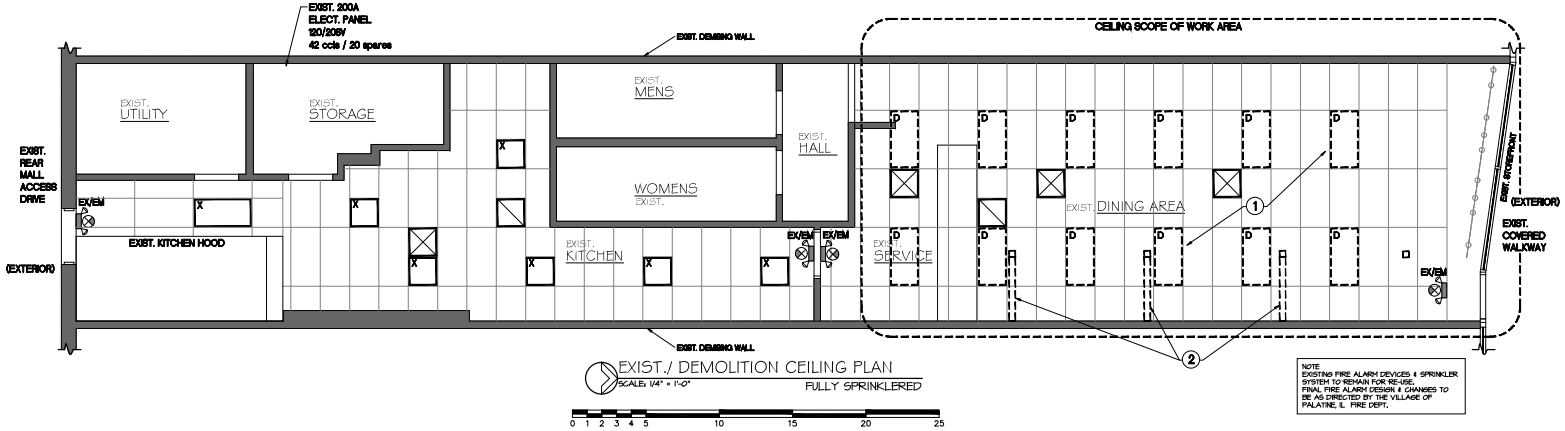
DRAWN BY : BLT
CHECKED BY : W. JO...
DATE : ---
PROJECT No : 2502...

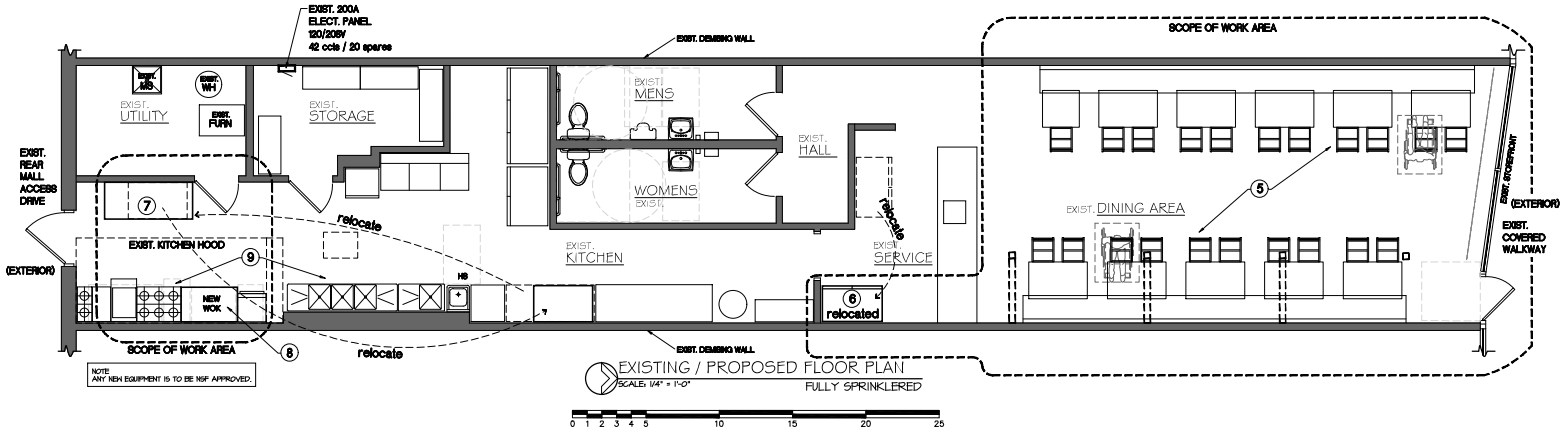
PROPOSED M...
INT. REMODELIN...
THAI/ SUSHI RES...
309 E. NW H...
PALATINE, IL

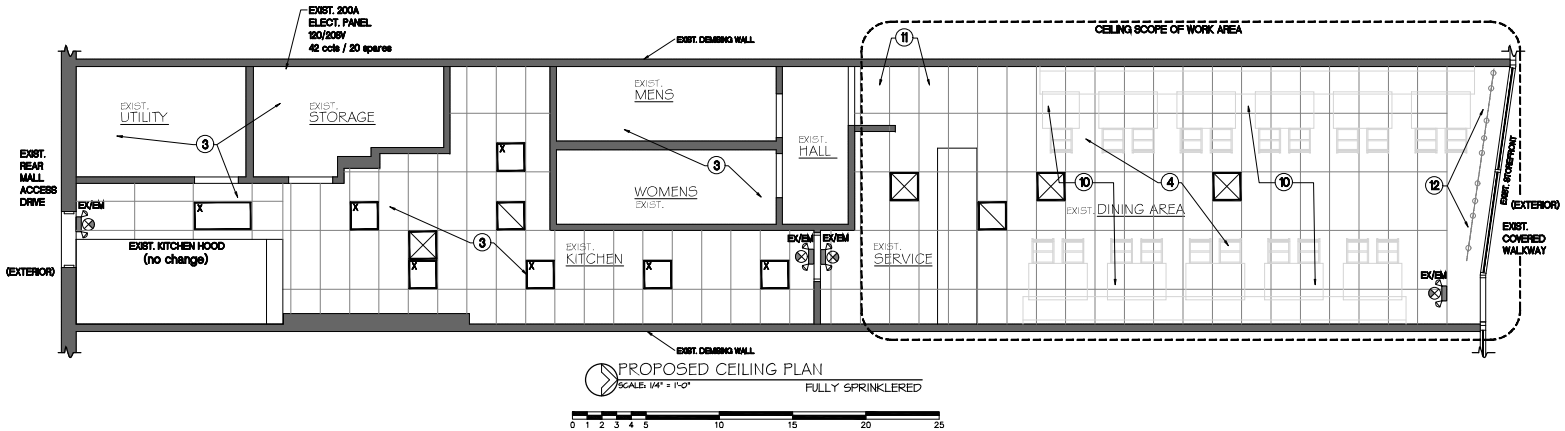
EXIST. & P...
FLOOR PL...

SHEET
CS

Attachment: EXHIBIT - Floor Plan (309 E Northwest Hwy - SUT Restaurant)







WALL LEGEND

EXISTING PARTITION WALLS TO REMAIN (SHOWN SOLID)

EXISTING PARTITION WALLS TO BE REMOVED (SHOWN DASHED)

SHEET A1 KEYED NOTES

1. EXIST. FLUORESCENT LAY-IN LIGHTS TO BE REMOVED (SHOWN DASHED).
2. EXIST. ROOM DIVIDERS TO BE REMOVED (SHOWN DASHED).
3. ALL OTHER EXISTING LIGHTING & EMERGENCY LIGHTING TO REMAIN AS-IS.
4. SOME EXISTING ACOUSTICAL TILE PANELS TO BE REPLACED. PAINT ENTIRE DINING ROOM CEILING.
5. NEW PROPOSED SEATING LAYOUT. (42 ACTUAL SEATS)
6. EXISTING CABINET TO BE RELOCATED AS SHOWN.
7. EXISTING REFRIGERATED TABLE TO BE RELOCATED AS SHOWN.
8. NEW HOK TO BE INSTALLED UNDER HOOD. TENANT TO PROVIDE MANUFACTURE PRODUCT LISTING INFO. TO THE VILLAGE FOR REVIEW & APPROVAL.
9. ALL OTHER EXISTING EQUIPMENT TO REMAIN AS-IS. EXCEPT FOR EXIST. EQUIPMENT TO BE RELOCATED AS NEEDED TO ACCOMMODATE NEW HOK.
10. NEW LED TRACK LIGHTING TO BE INSTALLED. SECURE NEW LIGHTING TO STRUCTURE ABOVE, & NOT TO EXISTING SUSPENDED CEILING.

    LIGHTING FIXTURES SHALL HAVE CONTROLS w/ OCCUPANCY SENSORS, VACANCY SENSORS, DAYLIGHTING SENSORS, TIMECLOCKS, PHOTOCELLS AND MANUAL OVERRIDES, INCLUDING MODULES, CONTACTORS, RELAYS, DEVICES, INTERLOCKS, SWITCHES, PROGRAMMING, AND WIRING. IDENTIFY CONTROLS w/ TYPE-PRINTED LABELING.
11. NEW LED RECESSED CAN LIGHTING TO BE INSTALLED.
12. NEW LED RECESSED CAN LIGHTING TO BE INSTALLED IN EXISTING CEILING RECEPTACLE. ELECTRICIAN TO REWORK EXIST. ELECTRICAL CONNECTIONS AS NEEDED TO MEET THE ELECTRICAL CODE.

CEILING FIXTURE SCHEDULE

EXIST. FLUORESCENT LIGHTING TO REMAIN (NO CHANGE)

EXIST. FLUOR. LIGHTING TO BE REMOVED

EXISTING COMBINATION EXIT SIGN & EMERGENCY LIGHT w/ BATTERY BACK-UP (NO CHANGE)

EXISTING SUPPLY DIFFUSER (NO CHANGE)

EXISTING RETURN DIFFUSER (NO CHANGE)

NEW LED TRACK LIGHT 4 HEADS EA. (28 watts TOTAL)

NEW RECESSED 6" LED CAN LIGHT (15 watts)

NEW RECESSED 4" LED CAN LIGHT TO REPLACE EXIST. (10 watts)

WARREN JOHN ARCHITECTS, LLC
19 N. Greeley St. Palatine, IL
T. (847) 359-9616

ISSUE DATES / REV

FOR PERMIT

NO. DESCRIPTION

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DRAWN BY : BLT

CHECKED BY : W. JOHNSON

DATE : ----

PROJECT No : 2502

PROPOSED M
INT. REMODELIN
THAI/ SUSHI RES
309 E. NW H
PALATINE, IL

PROPOS
FLOOR PL

SHEET

A1

Attachment: EXHIBIT - Floor Plan (309 E Northwest Hwy - SUT Restaurant)

GENERAL CONSTRUCTION NOTES

GENERAL CONDITIONS;

1. G.C. SHALL VERIFY ALL EXIST. CONDITIONS, MATERIALS, DIMENSIONS, AND UTILITIES IN THE FIELD PRIOR TO THE EXECUTION OF THE WORK.
2. G.C. TO PERFORM ALL CUTTG, PATCHG & REPAIR WORK AS REQD. TO COMPLETE THE PROJECT.
3. ALL WORK AND MATERIALS SHALL CONFORM TO LOCAL CODE.
4. DURING CONSTR., APPROPRIATE PROTECTION AND BARRICADES / FENCING SHALL BE PROVIDED AROUND THE AREAS OF WORK TO PREVENT THE GENERAL PUBLIC FROM ENTERING THE SITE OR WORK AREA.
5. THE ENTIRE INSTALLATION SHALL BE DONE IN A FIRST CLASS WORKMANSHIP MANNER. THE COMPLETED SYSTEMS SHALL BE FULLY OPERATIONAL. ACCEPTANCE BY THE OWNER SHALL BE A CONDITION OF THE CONTRACT.
6. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES AND THE OWNER IN ORDER TO AVOID INTERFERENCES, PRESERVE MAX. HEADROOM AND AVOID CMPSSIONS.
7. PROVIDE ALL TEMPORARY LIGHTING, POWER AND HEAT AS REQUIRED TO PROPERLY PERFORM THE WORK. MAINTAIN TEMPORARY SYSTEMS THROUGHOUT THE DURATION OF THE WORK OR UNTIL PERMANENT SYSTEMS ARE COMPLETED.
8. ALL WORKERS SHALL BE INSURED IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES.
9. MAINTAIN THE SITE IN A CLEAN AND ORDERLY CONDITION. REMOVE ALL DEBRIS, EXCESS MATERIALS, DIRT & SIMILAR ITEMS & DISPOSE OF THEM PROPERLY OFF SITE.
10. PROVIDE ADEQUATE SHORING AND BRACING FOR WORK IN PROGRESS.
11. NEW WORK SHALL BE INSTALLED PLUMB, LEVEL AND TRUE ALIGNED AS INDICATED w/ MAXIMUM ELEVATIONS OF 1/8" IN A TEN FOOT RUN.
12. WRITTEN DIMENSIONS HOLD PRECEDENCE OVER SCALED DIMS. DO NOT SCALE DRAWINGS.
13. SPACE TO BE DELIVERED BROOM CLEAN & ALL EXIST. CONDITIONS IN GOOD ORDER & REPAIR.
14. ALL DIMENSIONS ARE TO FACE OF DRYWALL UNLESS NOTED OTHERWISE.
15. FIELD VERIFY ALL EXIST. CONDITIONS AND DIMENSIONS. IMMEDIATELY NOTIFY ARCH. OF ANY DISCREPANCIES.

BUILDING NOTES;

1. G.C. TO HANG ALL WALL HUNG FIRE EXTINGUISHERS, U.L. RATED 2A-4CBC MOUNTED IN ACCORDANCE w/ N.F.P.A. 10. PORTABLE FIRE EXTINGUISHERS, AS DIRECTED BY LOCAL FIRE DEPT. AT TIME OF INSPECTIONS.
2. MAX. STUD SPACING OF 16" O.C. ALL AREAS.
3. PATCH AND REPAIR EXISTING WALLS/ CEILING AREA AND PREPARE TO ACCEPT NEW PAINT (WHERE NEW PAINT IS NOTED).
4. G.C. TO COORDINATE THE INSTALL. OF THE PHONE SERVICE, IF EXISTING IS NOT BEING REUSED.
5. G.C. RESPONSIBLE FOR HOOK UP OF ALL EQUIP. (INCLUDE CORDS AND PLUGS FOR HOOK-UP/ OPERATION).
6. CAULK ALL ESCUTCHEON PLATES AT ROUGH-INS THRU WALLS.
7. GC REQUIRED TO MEET THE VILLAGE OF PALATINE, IL AND STATE OF ILLINOIS ACCESS. CODES ON ALL CONDITIONS.
8. COMPLY WITH THE RECOMMENDATIONS OF THE GYPSUM CONSTRUCTION HANDBOOK AS PUBLISHED BY THE USG CORPORATION, LATEST EDITION, FOR METHODS AND INSTALL. OF METAL FRAMING AND GYPSUM DRYWALL SYSTEMS.
9. COORDINATE WITH OTHER TRADES FOR INSTALLATION OF FIRE-TREATED WOOD BLOCKING.
10. EXISTING COLUMNS/ POSTING / BUILDING STRUCTURE TO REMAIN. GC TO VERIFY EXACT LOC'S.
11. PROVIDE ONLY VINYL DRYWALL ACCESSORIES FOR ALL DRYWALL ACCESSORY NEEDS.
12. PROVIDE CONTINUOUS BEAD OF SEALANT AT TOP AND BOTTOM OF ALL SOUND RATED INSULATED PARTITIONS AND AT PARTITION PENETRATIONS, INCLUDING ELECTRICAL OPENINGS.
13. EXPOSED THERMAL-INSULATING MATERIALS SHALL HAVE A FLAME SPREAD OF 25 OR LESS & A SMOKE DEVELOPED RATING OF 450 OR LESS.
14. GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY INCONSISTENCIES OR DISCREPANCIES WITH THE PLANS IN RELATION TO THE EXISTING FIELD CONDITIONS.
15. PATCH AND REPAIR ALL PENETRATIONS IN EXISTING FLOOR OR EXISTING WALLS / CEILINGS w/ LIKE NEW MATERIALS TO PROVIDE A SMOOTH SURFACE TO ACCEPT NEW FINISHES.

GENERAL DEMOLITION NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH ALL THE ADOPTED CODES OF THE VILLAGE OF PALATINE & STATE OF ILLINOIS CODES AND ORDINANCES. REFER TO SHEET G5I FOR ALL LISTED VILLAGE & STATE ADOPTED CODES.
2. COORDINATE DEMOLITION w/ NEW BUILDING PLANS. CONTRACTOR SHALL COORDINATE REMOVAL OF ELECTRICAL / PLUMBING / MECHANICAL ITEMS w/ RESPECTIVE TRADES.
3. COORDINATE CONTRACTOR SHALL PROTECT ANY AREAS UNAFFECTED BY THE DEMOLITION AND NEW CONSTRUCTION.
4. THE DEMOLITION PLANS SHOW GENERAL DEMOLITION WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER DEMOLITION WORK REQUIRED TO PROVIDE THE BUILDING MODIFICATIONS SHOWN ON THE REMAINING CONTRACT DOCUMENTS, INCLUDING THE PLUMBING, MECHANICAL & ELECTRICAL DRAWINGS.
5. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE CONTRACTOR'S BEST SKILL AND ATTENTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES (UNLESS A SEQUENCE IS SPECIFIED BY THE OWNER PR CONTRACT DOCUMENTS), AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK.
7. DEMOLITION CONTRACTOR SHALL PROVIDE DUMPSTER FOR DEMOLITION DEBRIS.
8. WORK AREA SHALL BE LEFT IN A CLEAN WORKMANLIKE MANNER, ON A DAILY BASIS. CONTRACTOR SHALL LEAVE SITE FREE OF CONSTRUCTION DEBRIS.
9. NO DEAD ENDS GREATER THAN 2'-0" SHALL BE PERMITTED ON THE WASTE & WATER SYSTEMS WHERE REMOVING PLUMBING ITEMS.
10. ALL ABANDONED ITEMS (CONDUIT, CABLE, WIRE, DEVICES, PIPING, FIXTURES, DUCTS, UNITS, HANGERS, TRACK, ETC.) MUST BE REMOVED BACK TO SOURCE OR ACTIVE MAIN.
11. PROTECT ALL EXISTING CONSTRUCTION SHOWN TO REMAIN FROM DAMAGE DURING CONSTR. FOR THE EXTENT OF THE DEMOLITION AND MODIFICATIONS. SHORE & PROTECT AS REQUIRED.
11. ALL EXISTING UTILITIES, SYSTEMS, ETC. ABOVE CEILINGS SERVING THE BUILDING SHALL REMAIN INTACT. G.C. SHALL NOTIFY OWNER'S REP IMMEDIATELY PRIOR TO MAKING ANY MODIFICATIONS.
12. GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY INCONSISTENCIES OR DISCREPANCIES WITH THE PLANS IN RELATION TO THE EXISTING FIELD CONDITIONS.
13. GENERAL CONTRACTOR SHALL REVIEW ALL AREAS FOR ANY PATCH / REPAIR WORK REQUIRED WHERE KEEPING EXISTING ITEMS/ FINISHES.
14. WHEN APPLICABLE, SHORING OF STRUCTURE, CORE DRILLING AND / OR TRENCHING REQUIRED TO COMPLETE THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSIDERED A METHOD OR TECHNIQUE AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IF A REGULATORY AGENCY REQUIRES A LICENSED ENGINEER OR ARCHITECT TO SUPERVISE, APPROVE AND/ OR PROVIDE DRAWINGS FOR SHORING, THEN IT IS SOLE RESPONSIBILITY OF THE CONTRACTOR CONTRACT FOR THIS SERVICE AS PART OF THE BASE BID.
15. IF THE CONTRACTOR ENCOUNTERS SUSPICIOUS MATERIAL OR BECOMES AWARE OF THE PRESENCE OF ASBESTOS CONTAINING MATERIALS, THEN THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER / TENANT OF SUCH CONDITIONS. THE CONTRACTOR SHALL NOT PROCEED WITH WORK IN AREAS UNTIL THE OWNER/ TENANT HAS RETAINED A QUALIFIED SPECIALIST CONTRACTOR TO ABATE, ENCAPSULATE OR OTHERWISE ADDRESS THE ASBESTOS - CONTAINING MATERIALS AND WARRANT TO THE CONTRACTOR THAT THE WORK CAN PROCEED IN FULL COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. REFER TO SHEET G5I FOR A LIST OF ALL ADOPTED CODES TO FOLLOW.
16. GENERAL CONTRACTOR SHALL PROTECT THE EXISTING FIRE ALARM SYSTEM AND COORDINATE ANY NECESSARY CHANGES WITH A FIRE ALARM CONTRACTOR.
17. GENERAL CONTRACTOR SHALL PROTECT THE EXISTING SPRINKLER SYSTEM AND COORDINATE ANY NECESSARY CHANGES WITH A SPRINKLER CONTRACTOR.

FINISH NOTES

1. FINISH REQUIREMENTS FOR 'A-2' ASSEMBLY USE (SPRINKLERED), < 50 PEOPLE.

WALLS / CEILING; ROOMS & ENCLOSED SPACES; (SPRINKLERED SPACE) = CLASS 'C'
TO MEET 76-200 FLAME SPREAD w/ A SMOKE DEVELOPED RATING OF LESS THAN 450

TRIM;
Combustible Decorative Materials allowed up to 10% of that specific wall or ceiling area of a room or space.
Includes moldings, cornices, wainscoting, & other wall/ ceiling finishes.

INTERIOR FLOOR FINISH;
Class II materials allowed. (Critical Radiant Flux to meet 0.22 watts / cm^2 or greater)

2. PAINT & TILE SELECTION - REFER TO TENANT FOR FINAL SELECTION.
3. ALL ELECT. FACEPLATES & SWITCHES TO BE METAL, PRE-FINISHED WHITE.
4. ALL CONCEALED INSULATION MATERIALS SHALL HAVE A FLAME SPREAD RATING OF NO MORE THAN 25 & A SMOKE-DEVELOPED RATING OF NO THAN 450.
5. CLEAN AND PREPARE PRIME SURFACES IN COMPLIANCE WITH THE FINISH MATERIALS MANUFACTURER INSTRUCTIONS.
6. PAINT A MINIMUM OF ONE COAT PRIME AND ONE FINISH COAT FOR ALL PAINTED SURFACES, UNLESS NOTED OTHERWISE.
7. PROVIDE A MINIMUM OF ONE GALLON OF RESERVED STORAGE STOCK PAINT FOR EACH COLOR IN CLEARLY LABELED CONTAINERS.
8. PROVIDE TOUGH-UP PAINTING TO MATCH EXISTING PAINT COLORS AND TEXTURES WHERE INFILL OR PATCH & REPAIR WORK IS REQUIRED AT EXIST. CONSTRUCTION.
9. ALL DRYWALL SURFACES SHALL BE PAINTED EXCEPT WHERE CERAMIC TILE OR A WALL COVERING FABRIC IS SPECIFIED.
10. PROVIDE CORNER AND J-BEADS AT ALL TERMINATIONS AND CORNERS OF GYPSUM BOARD.
11. ALL TILE GROUT LINES SHALL ALIGN VERTICALLY AND HORIZONTALLY AT ALL TILE LOCATIONS UNLESS NOTED OTHERWISE.
12. PROVIDE PREFORMED OR MOLDED BASE TRIM AND TILE ACCESSORIES.
13. INSTALL BASE TRIM WITH TIGHTLY BUTTED JOINTS AND SEAMS, MITERED TO FIT w/ ADJOINING SURFACES. COMPLY w/ MNFRS. RECOMMENDATIONS FOR SURFACE PREPARATION AND INSTALLATION.
14. CLEAN TILE SURFACES AND PROVIDE INITIAL SEALER POLISH AT TIME OF SUBSTANTIAL COMPLETION.
15. PROVIDE 'SCHLUTER' TRANSITION STRIPS / THRESHOLDS BETWEEN FLOOR BETWEEN FLOORING MATERIAL TRANSITIONS. SEE THRESHOLD DETAIL UNDER 'CHANGE IN LEVEL' ON SHEET G5I FOR MAXIMUM HEIGHT ALLOWED. MATCH COLOR TO FLOOR MATERIALS.
16. FLOOR PREP; REMOVE ALL EXIST. FLOORING. PREP/ CLEAN FREE OF ANY MASTIC/ READY FOR NEW FLOOR FINISH.

GENERAL ELECTRICAL NOTES

NOT ALL NOTES ARE APPLICABLE TO THIS PROJECT.

1. ALL WORK SHALL BE DONE TO MEET OR EXCEED ALL APPLICABLE CODES THAT REGULATE CONSTRUCTION WITHIN THE VILLAGE OF PALATINE, IL.
2. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL LAYOUT AND LOCATIONS OF LIGHTS, SWITCHES, DEVICES AND PANELS. CONTRACTOR SHALL COORDINATE ALL WORK IN THE FIELD WITH OTHER TRADES FOR INTERFERENCES PRIOR TO INSTALLING THE SAME.
3. ANY LOCATION CONFLICTS BETWEEN THE ELECTRICAL WORK AND THE OTHER TRADES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
4. ALL POWER AND LOW VOLTAGE WIRING SHALL BE IN GALVANIZED METALLIC CONDUITS.
5. NO BX OR ROMEX WIRING ALLOWED FOR THE PROJECT.
6. ALL MATERIALS, EQUIPMENT, LIGHTS, DEVICES, RECEPTACLES, CONDUITS, WIRES SHALL BE NEW, UL LISTED AND OF COMMERCIAL GRADE AND SHALL MEET THE MINIMUM REQUIREMENTS OF FEDERAL, STATE AND LOCAL CITY/ CITY CODES GOVERNING THE INSTALLATION.
7. PROTECT, COVER LIGHT FIXTURES, DEVICES, EQUIPMENT, ETC. AGAINST DUST, WATER, MECHANICAL DAMAGE, ETC., BEFORE AND DURING CONSTRUCTION.
8. PROVIDE ALL CORING, CUTTING, DRILLING, PATCHING RELATING TO AND NECESSARY FOR THE INSTALLATION OF ELECTRICAL WORK SHOWN ON THE DRAWINGS.
9. NO CUTTING OR DRILLING THROUGH STRUCTURAL WALLS, BEAMS, ETC. IS ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
10. ALL CONDUIT PENETRATIONS THROUGH FIRE-RATED WALLS SHALL BE SEALED WITH 3M OR EQUAL FIRE-STOPPING BETWEEN THE EXTERIOR OF THE CONDUIT AND THE OPENING.
11. PROVIDE GALVANIZED STEEL HANGERS, ANGLES, CHANNELS, CLAMPS, ANCHORS AND OTHER SUPPORTS AS NEEDED FOR MOUNTING, SUPPORT OF ELECTRICAL ITEMS.
12. COMPLY WITH NECA 1 AND NECA 101 FOR APPLICATION OF HANGERS AND SUPPORTS FOR ELECTRICAL EQUIPMENT AND SYSTEMS.
13. SUPPORTS AND METHODS OF FASTENING TO BUILDING STRUCTURE SHALL BE ACCEPTABLE TO THE ARCHITECT/ ENGINEER. NO ELECTRICAL ITEMS SHALL REST ON, OR DEPEND FOR SUPPORT ON SUSPENDED CEILING TILES/GRID, LATH, PLASTER, SPLINES, ETC.
14. SUPPORT CONDUITS DIRECTLY FROM ROOF DECK OR FRAMING MEMBER. DO NOT SUPPORT CONDUITS FROM PLUMBING, OR FIRE PROTECTION PIPES OR HVAC DUCTS AND PIPES.
15. CONDUIT SHALL BE GALVANIZED EMT OR IMC. (VERIFY w/ MUNICIPALITY).
16. IMC CONDUITS WITH COMPRESSION TYPE FITTINGS AND CONNECTORS SHALL BE USED WHERE SUBJECT TO DAMAGE OR EXPOSED TO EXTERIOR.
17. EMT CONDUITS WITH SET SCREW TYPE FITTINGS AND CONNECTORS MAY BE USED ABOVE CONCEALED CEILINGS OR WITHIN WALLS.
18. MINIMUM CONDUIT SIZE SHALL BE 1/2".
19. FLEXIBLE CONDUIT SHALL BE GALVANIZED STEEL AND SHALL BE LIMITED TO 5 FEET MAXIMUM.
20. PROVIDE LIQUID TIGHT FLEXIBLE CONDUIT FOR EQUIPMENT POWER WIRING IN MECHANICAL ROOMS.
21. CONDUCTORS SHALL BE COPPER & RATED ACCORDINGLY PER CODE.
22. NO ALUMINUM CONDUCTORS ARE ALLOWED. ALL CONDUCTORS SHALL BE COPPER.
23. MINIMUM CONDUCTOR SIZE SHALL BE #12.
24. CONDUCTORS #10 AND #12 SHALL BE SOLID WITH THHN/ THWN INSULATION.
25. CONDUCTORS #8 AND LARGER SHALL BE STRANDED WITH XHHN INSULATION.
26. CONDUCTORS SHALL BE COPPER AND RATED FOR 600 VOLTS.
27. DEVICES IN KITCHENETTE OR RESTROOM AREAS SHALL BE GROUND-FAULT INTERRUPT TYPE.
28. LIGHTING FIXTURES SHALL HAVE CONTROLS w/ OCCUPANCY SENSORS, VACANCY SENSORS, DAYLIGHTING SENSORS, TIMECLOCKS, PHOTOCELLS AND MANUAL OVERRIDES, INCLUDING MODULES, CONTACTORS, RELAYS, DEVICES, INTERLOCKS, SWITCHES, PROGRAMMING, AND WIRING. IDENTIFY CONTROLS w/ TYPE-PRINTED LABELING.
29. SEPARATE LIGHTING CIRCUITS FROM RECEPTACLE CIRCUITS.
30. PROVIDE ARC FLASH HAZARD WARNING LABELS ON ALL ELECTRICAL EQUIPMENT.
31. GRID LIGHTING WHIPS TO BE 6'-0" MAXIMUM.
32. COLOR CODE;
120/ 208/ 240 VOLT SYSTEMS; PHASE A- BLACK, PHASE B- RED, PHASE C- BLUE, NEUTRAL- WHITE, GROUND- GREEN
277/ 480 VOLT SYSTEMS; PHASE A- BROWN, PHASE B- ORANGE, PHASE C- YELLOW, NEUTRAL- WHITE, GROUND- GREEN
33. JUNCTION BOXES AND PULL BOXES SHALL BE RUST PROOF TYPE AND MADE OUT OF CODE GAUGE STEEL.
34. ALL COVERS TO BE ACCESSIBLE.
35. OUTLET BOXES SHALL BE GALVANIZED PRESSED STEEL, KNOCK-OUT TYPE WITH SUITABLE PLASTER RINGS AND COVERS.
36. UNUSED KNOCK-OUT HOLES SHALL REMAIN CLOSED.
37. ENTIRE ELECTRICAL WORK SHALL BE WARRANTED FOR BOTH MATERIALS AND LABOR FOR ONE YEAR FROM THIS DATE OF EXECUTION OF THE SUBSTANTIAL COMPLETION.
38. OUTLET BOXES FOR CEILING FANS SHALL BE RATED AND UL LISTED FOR CEILING FAN INSTALLATION.
39. OUTLET BOXES INSTALLED IN PLASTER WALLS SHALL BE 4 INCHES SQUARE AND 1 1/2" DEEP WITH PLASTIC RINGS OF THE SAME DEPTH AS THE PLASTER. PROVIDE MULTI-GANG BOXES WHERE NEEDED.
40. WALL SWITCHES SHALL BE RATED FOR 20A, 120-277V, SINGLE POLE. SWITCHES SHALL BE HUBBELL CS1221 SERIES OR APPROVED EQUAL. THREE-WAY SWITCHES SHALL BE HUBBELL CS1223 SERIES OR APPROVED EQUAL.
41. DUPLEX RECEPTACLES SHALL BE HUBBELL 5362 OR APPROVED EQUAL.
42. COLOR OF DEVICES, COVER PLATES SHALL BE WHITE UNLESS SPECIFIED BY ARCHITECT. COORDINATE COLOR REQUIREMENTS WITH THE ARCHITECT PRIOR TO RELEASING ORDER FOR DEVICES AND COVERS.
43. DIMMERS SHALL BE SLIDING TYPE AND SHALL BE LUTRON NOVA T OR APPROVED EQUAL.
44. DO NOT LOAD DIMMERS OVER 80% LOAD.
45. VERIFY POLARITY TO INSURE ALL FUSES, CIRCUIT BREAKERS AND CONTROL DEVICES ARE CONNECTED IN THE LINE SIDE (HOT) CONDUCTORS ONLY. BAYONET AND EDISON SOCKET LAMP HOLDERS SHALL HAVE THEIR OUTER SHELL CONNECTED TO THE NEUTRAL.
46. VERIFY POLARITY OF ALL RECEPTACLES.
47. PERFORM GROUND CONTINUITY TEST BETWEEN MAIN GROUND SYSTEM AND EQUIPMENT FRAME, AND SYSTEM NEUTRAL. A MINIMUM OF 10 AMPS SHALL BE USED BETWEEN GROUND REFERENCES AND EACH GROUND POINT TESTED. RESISTANCE SHALL BE CALCULATED AND SHALL NOT EXCEED 25 OHMS.
48. PERFORM INSULATION RESISTANCE TEST OF EACH CABLE WITH RESPECT TO GROUND AND ADJACENT CABLE.
49. FEEDERS AND BRANCH CIRCUITS SHALL BE CONNECTED TO PANELBOARDS SO THAT LOADS ARE DISTRIBUTED EQUALLY ON ALL PHASES. TAKE ACTUAL READINGS AND ADJUST CIRCUITS AS NEEDED FOR PROPER PHASE BALANCE.
50. RACEWAYS, BOXES, OUTLETS AND CABINETS SHALL BE BOUND TOGETHER TO FORM A CONTINUOUS METALLIC GROUNDING CIRCUIT IN ACCORDANCE WITH NEC.
51. A SEPARATE GROUND CONDUCTOR SHALL BE PROVIDED FOR EACH BRANCH CIRCUIT IN EACH CONDUIT HOMERUN TO A PANELBOARD, DISTRIBUTION PANEL, SWITCHBOARD, ETC., AND EXTEND TO CONNECT TO EACH DEVICE.
52. PROVIDE TYPE-WRITTEN DIRECTORIES IN ALL PANELBOARDS.
53. PROVIDE ENGRAVED LAMINATED ACRYLIC IDENTIFICATION LABELS ON ALL ELECT. EQUIPMENT, PANELS, DISCONNECTS, STARTERS, TRANSFORMERS, ETC.
54. PROVIDE DEDICATED NEUTRAL FOR EACH LIGHTING CIRCUIT.

ELECTRICAL PANEL '(E) PL-A'

TYPE MAIN PANEL — 120/208 VOLTS
SIZE OF MAIN 200 AMPS — 3 PHASE

CKT NO.	C/B	DESCRIPTION	'A' PHASE	'B' PHASE	'C' PHASE	DESCRIPTION	C/B	CKT NO.
1	30	A/C	3160 ~~2880~~			LIGHTING (SW 1,2,3)	15	2
3	2P			3160 472		LIGHTING (SW-4)	15	4
5	15	PANEL OUTLET			200 350	PANTRY	15	6
7	15	SPARE	420			UTILITY RM.	15	8
9	20	FURNACE		2640 1048		KITCHEN	15	10
11	15	SPARE			600	RESTROOMS	20	12
13	15	OUTLET (DINING AREA)	600 835			COUNTER AREA	15	14
15	15	WINDOW SIGN		250		SPARE	15	16
17	15	SPARE			180	24 HR. EXT. LIGHT	15	18
19	15	SANDWICH PREP TABLE	1520 735			KIT. HOOD EXHAUST FAN	45	20
21	20	ICE MAKER		1360 735				22
23	20	CONVECTION OVEN			1500 735		BP	24
25	15	SPARE	910			KIT. HOOD SUPPLY FAN	45	26
27	20	3 DR. REACH-IN COOLER		1485 910				28
29	20	2 DR. REACH-IN COOLER			1662 910		BP	30
31	15	SPARE	700			OUTSIDE SIGN	15	32
33	15	SPARE	168			NEW TRACK LIGHTS! (LED)		34
35	15	SPARE	30	NEW		NEW RECD. LIGHTS (LED)		36
37	15	SPARE	30			NEW RECD. LIGHTS (LED)		38
39	15	SPARE				SPARE		40
41	15	SPARE				SPARE		42
A		9108	5280 3828	8885 3165	3382 3013	TOTAL LOADS =	27563 W	
B		12060				TOTAL AMPS =	133 AMPS	
C		6167						

GENERAL NOTES.

1. ALL CONDUCTORS SHALL BE COPPER.
2. ALL CONDUCTORS TO RUN IN EMT CONDUITS.
3. CONDUIT FITTINGS SHALL BE SCREW OR COMPRESSION TYPE.
4. NO MULTI-WIRE BRANCH CIRCUITS ARE ALLOWED. PROVIDE DEDICATED NEUTRAL FOR EACH CIRCUIT.
5. ALL 120V RECEPTACLES IN THE KITCHEN AREAS SHALL BE GFI TYPE.
6. SEPARATE LIGHTING CIRCUITS FROM RECEPTACLE CIRCUITS. MAX. PERMITTED LOADS ON CIRCUITS SHALL BE 1800 WATTS FOR 20 AMP CIRCUIT & 1200 WATTS FOR 15 AMP CIRCUIT.
7. PROVIDE ARC FLASH HAZARD WARNING LABELS ON ALL ELECTRICAL EQUIPMENT.

WARREN JOHN ARCHITECTS, LTD.
19 N. Greeley St. Palatine, IL 60067
T (847) 359-2616

DATE LIC.

ISSUE DATES / REV

FOR PERMIT

NO. DESCRIPTION

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DRAWN BY : BLT
CHECKED BY : W. JOHNSON
DATE : ----
PROJECT No : 2502

PROPOSED M
INT. REMODELIN
THAI/ SUSHI RES
309 E. NW H
PALATINE, IL

GENERAL NO
& ELECT. PL
SCHEDULE

SHEET

A2

Attachment: EXHIBIT - Floor Plan (309 E Northwest Hwy - SUT Restaurant)

VILLAGE OF PALATINE

SPECIAL USE TRANSFER

Department of Planning & Zoning
200 E. Wood Street · Palatine, IL · 60067-5339
Telephone: (847) 359-9042

Business Name (DBA): Sushi+Thai By sensei

Corporate Name: GOLDEN GROVE HOSPITALITY LLC

Business Owner(s):

Sarayuth Techaun

Papassara Techaun

Subject Property Address:
309 E Northwest Highway, Palatine, IL

The owner(s) listed above are requesting that Special Use Ordinance # 0-13-21 be transferred from Sunrise Ramen&Sushi to individuals(s) and/or company listed above. I have read the ordinance(s) and agree to comply with all applicable ordinance(s) and any conditions contained therein. As the new business owner(s), the following changes (if any) are proposed to the business operation and/or floor plan:

We plan to operate a Thai and sushi restaurant under new name "Sushi+Thai by Sensei".

No major structural or layout changes are proposed at this time.

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

Attachment: SUT Application (309 E Northwest Hwy - SUT Restaurant)

VILLAGE OF PALATINE

Signature Page

Petitioner's Signature

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

Sarayuth Techaun — Name

04/04/2025 — Date

Signature

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

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

CHARLES S. MARGOSIAN — Name

April 4, 2025 — Date

PALATINE LLC

Signature

Attachment: SUT Application (309 E Northwest Hwy - SUT Restaurant)

ORDINANCE NO. O-13-21

AN ORDINANCE GRANTING A SPECIAL USE AND VARIATION
309 E. NORTHWEST HIGHWAY

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on February 1, 2021**

ORDINANCE NO. O-13-21

AN ORDINANCE GRANTING A SPECIAL USE AND VARIATION
309 E. NORTHWEST HIGHWAY

WHEREAS, pursuant to a petition and public hearing on January 26, 2021, of which public notice was given as required by law, the Zoning Board of Appeals of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit a restaurant pursuant to Section 11.03 (d)(27) of the Palatine Zoning Ordinance and Variation to permit 592 parking spaces instead of the required 604 parking spaces pursuant to Section 7.03 (b) (1) of the Palatine Zoning Ordinance, on the following legally described property:

PARCEL 1: Lots 1 & 2 in Scher's Subdivision, being a subdivision of part of the Northwest quarter of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 1, 1958, as Document #17277738 and as corrected by Certificate of Correction recorded August 28, 1958, as Document #17302943, in Cook County, Illinois; EXCEPT that part conveyed to the Department of Public Works and Buildings of the State of Illinois by Deed dated January 17, 1962, recorded August 20, 1962, as Document Number 18567814 described as follows: A segment or parcel of land, being that part of Lot 2 in Scher's Subdivision, being a subdivision of part of the Northwest Quarter of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, bounded and described as follows: Commencing at a point on the Southerly line of Northwest Highway as widened (also known as State Bond Issue Route 19) a distance of 871.49 feet Southeasterly of the intersection of the Southerly line of said Northwest Highway and center line of Benton Street, said point of commencement being also the most Northerly corner of said Lot 2 in Scher's

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

Subdivision as aforesaid; thence Southeasterly along the Southerly line of the Northwest Highway, being also the Northeasterly line of said Lot 2 a distance of 481.55 feet to a point of curvature, being also the point of beginning of said segment or parcel of land; thence continuing Southeasterly along the Northeasterly line of said Lot 2, being also the Southerly line of Northwest Highway and being a curved line concave to the Southwest, having a radius of 955.00 feet and tangent to said last described course, a distance of 275.63 feet to a point; thence Northwesterly in a straight line (being thereof the chord of said segment or parcel of land), a distance of 275 feet to the point of beginning. ALSO EXCEPT that part conveyed to Amoco Oil Company, a Maryland Corporation, by Deed dated March 16, 1979, recorded December 26, 1979, as Document #25293781described as follows: That part of Lot 1 lying Southeasterly of a line drawn perpendicular to the Southwesterly line of said Lot 1, which intersects the Northeasterly curved line thereof at a point 150 feet arc measured Northwesterly of the Southeasterly corner of said Lot 1, in Scher's Subdivision, being a subdivision of part of the Northwest Quarter of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

commonly known as 309 E. Northwest Highway (02-14-101-009-0000)

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

SECTION 1: A Special Use to permit a restaurant pursuant to Section 11.03 (d)(27) of the Palatine Zoning Ordinance and Variation to permit 592 parking spaces instead of the required 604 parking spaces, pursuant to Section 7.03 (b) (1) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

1. The Special Use and Variation shall substantially conform to the business plan and the floor plan submitted by the Petitioner on 12/29/20 except as such plans may be changed to conform to Village Codes and Ordinances.

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

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

PASSED: This 1 day of February, 2021

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 1 day of February, 2021

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

1 day of February, 2021

Village Clerk

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

REMODELING OF SPACE 23
PALATINE PLAZA
SWC NORTHWEST HYW & HICKS ROAD
PALATINE, ILLINOIS

RECEIVED
DEC 29 2020
VILLAGE OF PALATINE

OUTLINE SPECS

GYPSUM WALLBOARD

1. WORK INCLUDED: PROVIDE GYPSUM BOARD AND ACCESSORIES AS NEEDED FOR A COMPLETE AND PROPER INSTALLATION.
2. RELATED WORK: SEE METAL STUD SYSTEM NOTES.
3. AFTER THE CONTRACTOR HAS RECEIVED THE OWNER'S NOTICE TO PROCEED, SUBMIT:
   A. MATERIALS LIST OF ITEMS PROPOSED TO BE PROVIDED UNDER THIS SECTION.
   B. MANUFACTURER'S SPECIFICATIONS AND OTHER DATA NEEDED TO PROVE COMPLIANCE WITH THE SPECIFIED REQUIREMENTS.
   C. MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES, WHICH WILL REQUIRE THE FIELD INSTALLATION OR RELATED PROCEDURE INSTALLATION PROCEDURES USED ON THE WORK.
4. GYPSUM WALLBOARD
   A. PROVIDE GYPSUM WALLBOARD CUT TO FIT WITH MED. SPEC. 06-1, SIZED TO MINIMIZE JOINTING. LONGEST SIDES AND ENDS SHALL BE IN 4 FEET OF JOINT.
   B. SIZES: ALL WALLBOARD: PROVIDE TYPE III, GRADE X, CLASS 1, LATTLE 3, ASTM C36, 5/8" THICK EXCEPT AS MAY BE SHOWN OTHERWISE ON THE DRAWINGS.
   C. FIRE-RETARDANT WALLBOARD: PROVIDE TYPE III, GRADE X, CLASS 1, ASTM C36, 5/8" THICK.
   D. WATER-RESISTANT WALLBOARD: PROVIDE TYPE III, GRADE III OR X, AS REQUIRED, CLASS 1, ASTM C36, 5/8" THICK EXCEPT AS MAY BE SHOWN OTHERWISE ON THE DRAWINGS.
   E. BACKING BOARD: PROVIDE AS SHOWN ON THE DRAWINGS. NON-COMBUSTIBLE BACKING BOARD: ASTM C221, 5/8" THICK EXCEPT AS MAY BE SHOWN OTHERWISE ON THE DRAWINGS.
5. METAL TRIM TO BE ENG-COATED STEEL, NOT LIGHTER THAN 26 GAUGE, COMPLYING WITH FED. SPEC. QQ-S-775, TYPE I, CLASS B.
6. CASING BEADS TO BE CHANNEL-SHAPE WITH AN EXPOSED WING, AND CONCEALED WING NOT LESS THAN 7/8" WIDE. THE EXPOSED WING MAY BE COVERED WITH PAPER CEMENTED TO THE METAL BUT SHALL BE SUITABLE FOR JOINT TREATMENT.
7. CORNER BEADS: TO BE ANGLE SHAPE WITH WINGS NOT LESS THAN 1/8" WIDE, PERFORATED FOR NAILING AND JOINT TREATMENT, OR WITH CORRUGATED METAL AND RUNNER WINGS BONDED TOGETHER, NOT LESS THAN 1-1/4" WIDE AND SUITABLE FOR JOINT TREATMENT.
8. EDGE BEADS FOR USE AT PERIMETER OF CEILINGS SHALL BE ANGLE SHAPE WITH WINGS NOT LESS THAN 3/4" WIDE, AND EDGE FOLDED FLAT, PERFORATED FOR NAILING AND JOINT TREATMENT OR EXPOSED EDGE THAT BE FACTORY FINISHED IN WHITE COLOR.
9. CONTROL JOINT: PER MANUFACTURER'S RECOMMENDATIONS, ON AS INDICATED OR REQUIRED.
10. PROVIDE A JOINTING SYSTEM INCLUDING REINFORCING TAPE AND COMPOUND DESIGNED AS A SYSTEM TO BE USED TOGETHER AND AS RECOMMENDED FOR THIS USE BY THE MANUFACTURER OF THE GYPSUM WALLBOARD APPROVED FOR THIS USE BY THE MANUFACTURER OF THE SYSTEM.

VINYL TILE

1. ALL VINYL TILE + BASE INSTALLED PER MANUFACTURING RECOMMENDATIONS. CONTINUOUS
2. VINYL FLOOR TILE SHALL BE ARMSTRONG 12"x12"
3. VINYL BASE SHALL BE 4" COVED VINYL

SUSPENDED CEILING

1. THE WORK INCLUDES SUSPENDED CEILING FRAMING WORK AS INDICATED ON THE DRAWINGS, SPECIFIED HEREIN OR REQUIRED FOR A COMPLETE INSTALLATION INCLUDING THE FOLLOWING:
   A. FRAMING FOR GYPSUM BOARD CEILINGS.
2. RELATED WORK SPECIFIED ELSEWHERE:
   A. ACOUSTICAL PANELS - ARMSTRONG SHASTA OR EQUAL (CLASS 1 F.S.R.)
   B. LIGHT FIXTURES
   C. GYPSUM BOARD WORK.
   D. CEILING SUPPLY DIFFUSERS AND REGISTERS
   E. FIRE SPRINKLER HEADS
   F. MISCELLANEOUS FOR ACOUSTICAL PANEL CEILING.
3. HANGER WIRE: NO GALVANIZED, NON USE #8 FOR CORNER SUPPORT FIXTURES AND AT ACCESS PANELS
4. RUNNER CHANNELS: 1-1/2" MIN. SUITABLE OF SUPPORTING WEIGHT OF GYPSUM BOARD CEILING AND FIXTURES# COLD-FORMED STEEL.
5. CROSS CHANNELS: 1/8" x 2-3/4" METAL FURRING CHANNELS (ATTACH RUNNER CHANNELS WITH FURRING CHANNEL CLIPS)
6. WALL ANGLES: 1-3/8" x 2/4"
7. ALL PRODUCTS SHALL BE AS MANUFACTURED BY ARMSTRONG U.S. GYPSUM COMPANY OR APPROVED EQUAL.
8. THE METAL SUSPENSION SYSTEM FRAMEWORK INCLUDES THE FURNISHING AND INSTALLING OF HANGERS, NAILER, RUNNING CHANNELS, ETC., AS INDICATED. SECTIONS, SUPPORTING FRAMES FOR RECESSED LIGHT FIXTURES, AIR DIFFUSERS AND OTHER ACCESSORIES AS REQUIRED FOR COMPLETION OF CEILINGS, INCLUDING PROVISIONS TO ATTACH WIRE TO OVERHEAD CONSTRUCTION.
9. METHODS FOR INSTALLING THE APPROVED SUSPENSION SYSTEM AND OTHER ACCESSORIES SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS AND DETAIL DRAWINGS.
10. SUSPENSION SYSTEMS SHALL BE HUNG IN A FLAT LEVEL PLANE AND SECURELY ATTACHED TO WALLS OR OTHER ABUTTING VERTICAL SURFACES, AND AT LEVEL REQUIRED.
11. BEFORE ANY SUSPENDED FRAMEWORK INSTALLATION IS COMMENCED, COORDINATE THE APPROVED LAYOUTS FOR ELECTRICAL FIXTURES, AIR DIFFUSERS, SPEAKERS, ACCESS PANELS AND FIRE SPRINKLER HEADS, AND DETERMINE THE EXACT LOCATION SUCH UNITS IN RELATION TO FRAMING. WHERE THE INSTALLATION OF SUCH FIXTURES REQUIRES SPECIAL FRAMING, DO THIS WORK.
12. SUSPENSION SYSTEM SHALL NOT BE HUNG FROM BRIDGING, DUCT, OR PIPING, WHERE CLOSE PIPING, ETC. INTERFERE, USE "TRAPEZE" TYPE HANGERS

SCOPE OF WORK:

1. INSTALL NEW GYP. BD. PARTITIONS + DOORS w/ FRAME AS INDICATED.
2. REPLACE EXISTING ACOUSTIC TILE GRID WITH NEW 2'x4' ACOUSTIC TILE GRID + CEILING. ARMSTRONG SHASTA OR EQUAL
3. PAINT WALLS (SMOOTH, NON-ABSORBENT EASILY CLEANABLE MATERIAL) PRIME + 1 COAT-BEN MOORE, NAVAHO WHITE, EGGSHELL FINISH - TO BE SELECTED BY TENANT
4. INSTALL (NON-ABSORBENT, GREASE-RESISTANT AND EASILY CLEANABLE MATERIAL) 12"x12" VINYL TILE FLOORING, (ARMSTRONG 51305) TO BE SELECTED BY TENANT
5. MECHANICAL WORK:
   A. INSTALL NEW EXHAUST HOOD AS REQUIRED.
   B. LOWER EXISTING SPRINKLER HEADS AS REQUIRED BY CODE.
6. ELECTRICAL WORK:
   A. INSTALL ELECTRICAL OUTLETS (NUMBER + OR EQUAL) AND WIRING AS INDICATED.
   B. INSTALL LIGHTS AND WIRING AS INDICATED.
7. PLUMBING WORK:
   A. INSTALL NEW PLUMBING FIXTURES TO EXISTING WASTE AND SUPPLY

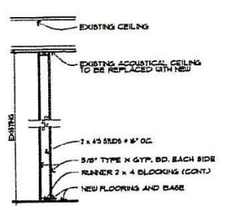
ROOM FINISH SCHEDULE

ROOM No.	ROOM NAME	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CLG.	CLG. HT.
101	SALES AREA	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.
102	PREPARATION AREA	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.
103	DRY STORAGE	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.
104	OFFICE	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.
105	TOILET	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.
106	MECH. ROOM	VCT	VB	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.
107	STORAGE	VCT	VB	PTD	PTD	PTD	PTD	ATC	EXIST.

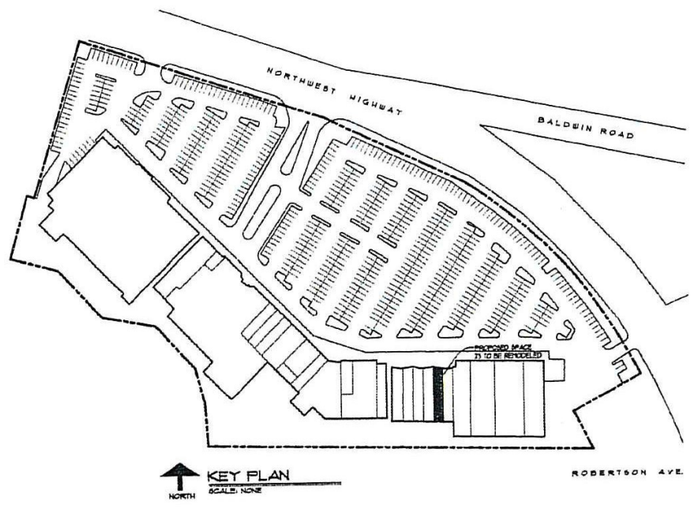
ALL WALL + CEILING FINISHES TO BE CLASS I (0-25 F.S.R.)
ALL FLOOR FINISHES TO BE CLASS I (26-45 F.S.R.)

VINYL TILE: ARMSTRONG EXCHUB GA. STD. GRADE, 51305
ACOUSTIC TILE CLG.- 24"x24" ARMSTRONG SHASTA #71 STANDARD SUSPENSION SYSTEM

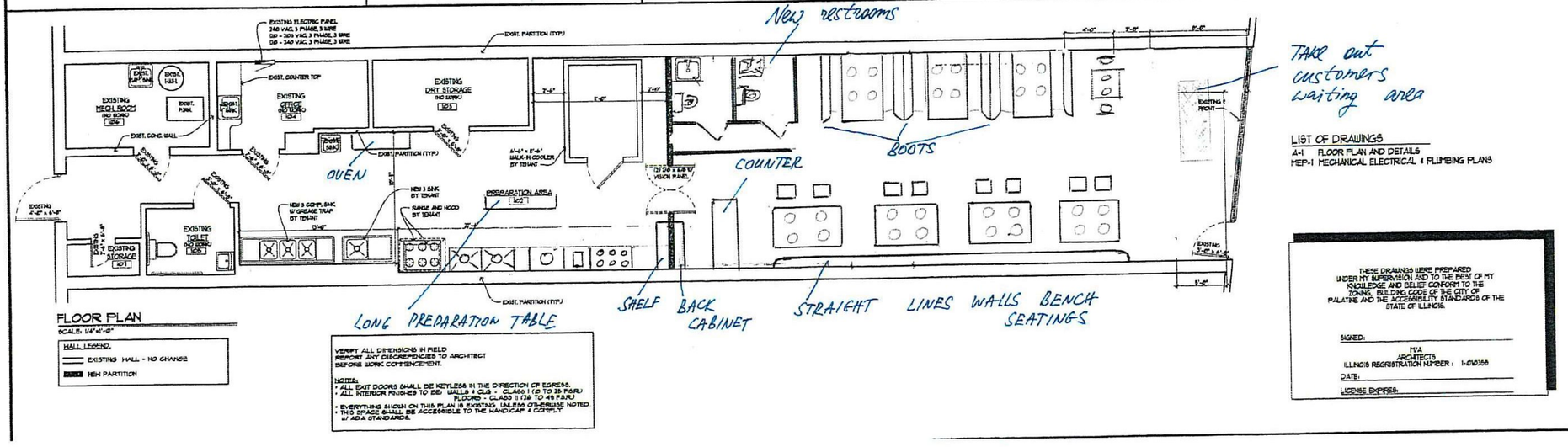
Abbreviations
VCT - VINYL COMPOSITION TILE
PT - PAINTED
VB - VINYL BASE
PTD - PAINTED
ATC - ACOUSTIC TILE CLG.



PARTITION SECTION (TYP.)
SCALE: 1/2"=1'-0"



KEY PLAN
SCALE: NONE



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

WALL LEGEND:
EXISTING WALL - NO CHANGE
NEW PARTITION

VERIFY ALL DIMENSIONS IN FIELD
REPORT ANY DISCREPENCIES TO ARCHITECT BEFORE WORK COMMENCEMENT.

NOTES:
- ALL EXIT DOORS SHALL BE KEYLESS IN THE DIRECTION OF EGRESS.
- ALL INTERIOR FINISHES TO BE: WALLS + CLG. - CLASS I (0 TO 25 F.S.R.) FLOORS - CLASS II (26 TO 45 F.S.R.)
- EVERYTHING SHOWN ON THIS PLAN IS EXISTING UNLESS OTHERWISE NOTED
- THIS SPACE SHALL BE ACCESSIBLE TO THE HANDICAP + COMPLY W/ ADA STANDARDS.

LIST OF DRAWINGS
A-1 FLOOR PLAN AND DETAILS
MEP-1 MECHANICAL ELECTRICAL + PLUMBING PLANS

THESE DRAWINGS WERE PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM TO THE ZONING, BUILDING CODE OF THE CITY OF PALATINE AND THE ACCESSIBILITY STANDARDS OF THE STATE OF ILLINOIS.

SIGNED:
M/A ARCHITECTS
ILLINOIS REGISTRATION NUMBER: 1-010358
DATE:
LICENSE EXPIRES:

MARK	DATE	REVISIONS
1	12/07/20	PERMIT SET

MINESCALCO ASSOCIATES ARCHITECTS
(708) 957-9333
© 2001 MINESCALCO ASSOCIATES ARCHITECTS

REMODELING OF SPACE 23
PALATINE PLAZA
SWC NORTHWEST HYW & HICKS ROAD
PALATINE, ILLINOIS

PROJECT #:
PRINT DATE: 10-9-2001

A-1

309 EAST NORTHWEST HWY

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

MODUN JAPANESE RESTAURANT BUSINESS PLAN

Name of restaurant & type of food

Modun is a Japanese restaurant aimed at offering high-quality, moderately priced, healthier dishes using only natural ingredients. Our restaurant will specialize in mostly ramen and noodle soups with a variety of ingredients. Our menu includes the followings:

- *RAMEN SOUP (Beef ramen, Red miso ramen, White miso ramen, Vegetable ramen, Chicken ramen, Tonkatsu ramen)*
- *NOODLE SOUP (Chang Pong noodle, Shrimp tempura udon noodle, Curry Udon)*
- *RICE BOWLS (Buta don-rilled pork over rice), Tuna avocado don, Gyu don -beef tendon over rice, Spicy tuna bowl)*
- *JP STYLE CURRY (Beef curry, Seafood curry, Fried shrimp curry, Curry rice, Sausage curry, Hamburger curry, Pork or Chicken curry, Grilled veggie curry)*
- *RICE DISHES (Egg omellete, Negibuta-grilled pork, Hamburger-JP style burger with rice, Shrimp fried rice)*
- *BENTO BOX (Beef teriyaki & tempura, Chicken teriyaki & tempura, Beef cutlet& tempura)*
- *SHUSHI ROLLS (California roll, Shrimp tempura roll, Spicy tuna roll, Crunchy shrimp roll, Veggie roll, Tontatsu roll)*
- *APPETIZERS*
- *DESSERT (Mochi ice cream, Crepe, Green tea cheesecake)*

Hours of Operation

- *OPEN HOURS:: 9 a.m. – 11 p.m. Monday-Sunday. ORDER OPTIONS: Dining-in, Takeout, Delivery*

Number of Employees

- *In 2021: Estimated total number of employees-11(excluded the owner who will be responsible for the manager's role) Chef-4, Kitchen helper-3, Server-4.*
- *In 2022: Estimated total number of employees-12. General manager-1, Chef-4, Kitchen helper-3, Server-4.*
- *In 2023: Estimated total number of employees-14. General manager-1, Assistant manager-1 Chef-4, Kitchen helper-3, Server-4.*

Estimated number of customers at peak time. Takeout vs. dining-in.

We can serve an estimated 30 customers per hour when we are busy. At full capacity, we can serve 40 dishes per hour. The estimated number of dishes is also used in our projection. 67% of Takeout and 33% of dining-in

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

PUBLIC NOTICE
A public hearing will be held before the Palatine Zoning Board of Appeals on Tuesday, January 26, 2021 at 7:00 PM, in the Village Council Chambers in the Palatine Village Hall, 200 E. Wood Street, relative to a request for the following:
Special Use to permit a restaurant pursuant to Section 11.03 (d) (27) of the Palatine Zoning Ordinance.
Variation of 12 parking spaces to allow a shopping center (Palatine Plaza) to have 592 parking spaces instead of the minimum required 604 parking spaces pursuant to Section 7.03 (b) (1) of the Palatine Zoning Ordinance.
The property is commonly known as 309 E. Northwest Highway (02-14-101-009).
The Petitioner is proposing to open a restaurant, Modun Japanese Restaurant in Palatine Plaza.
The above petition has been filed by Munkh-Orgil Shiilrbaatar and is available for examination in the office of the Village Clerk, 200 E. Wood Street.
FILE #: 20-75
VILLAGE OF PALATINE
Jan Wood, Chair
Palatine Zoning Board of Appeals
DATED: This 11th day of January, 2021
Published in Daily Herald January 11, 2021 (4556856)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/11/2021 in said DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY _____
Authorized Agent

Control # 4556856

Attachment: #O-13-21 (309 E Northwest Hwy - SUT Restaurant)

Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Sushi+Thai by Sensei Located at 309 E. Northwest Highway

BACKGROUND:
Sunrise Ramen & Sushi, an existing restaurant at 309 E. Northwest Hwy, previously held a Class-G liquor license from 2021-2024. They did not renew the liquor license for 2025. Now the establishment has been bought by Golden Grove Hospitality LLC, dba Sushi+Thai by Sensei, who would like to obtain a Class G (Beer & Wine) liquor license. The proposed hours of operation are Monday through Sunday 11 AM to 9 PM.

KEY ISSUES:
- Increase Class G Restaurant (Beer & Wine) Liquor Licenses by one.

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

RECOMMENDATION:
Approve an Ordinance increasing Class G Restaurant (Beer & Wine) Liquor Licenses by one for a total of 14.

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

ATTACHMENTS:
- ORD Increase Class G Liquor License Sushi+Thai by Sensei
- Business Plan
- Floor Plan
- Menu

ORDINANCE NO._____

AN ORDINANCE INCREASING THE NUMBER OF CLASS G RESTAURANT (BEER & WINE) LIQUOR LICENSES PURSUANT TO CHAPTER 3, SECTION 3-37 OF THE VILLAGE OF PALATINE CODE OF ORDINANCES FOR SUSHI+THAI BY SENSEI LOCATED AT 309 E. NORTHWEST HWY

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 Restaurant (Beer & Wine) liquor licenses shall be increased by one for Sushi+Thai by Sensei for a total of 14 Class G liquor licenses, subject to approval of the Liquor Commission.

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 _____, 2025

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

APPROVED by me this _____ day of _____, 2025

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2025

_____
Village Clerk

Attachment: ORD Increase Class G Liquor License Sushi+Thai by Sensei (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

Business Plan: Sushi + Thai by Sensei Restaurant

1. Executive Summary

This business plan outlines the strategy for opening a high-quality, approachable Thai and Sushi restaurant in Palatine, IL.

The restaurant will offer authentic Thai cuisine, fresh sushi, and Japanese noodle dishes in a warm, casual setting.

Located on a high-traffic corridor, our goal is to deliver excellent food with consistent quality, hospitality, and the value of blending tradition with culinary creativity.

2. Business Description

Our restaurant will specialize in a fusion of Thai and Japanese cuisine, offering:

- ✔ Fresh, premium-quality ingredients
- ✔ Casual, inviting, and family-friendly atmosphere
- ✔ Friendly, attentive customer service

3. Market Analysis

Palatine is a growing, culturally diverse suburb with strong interest in Asian cuisine.

- ✔ Rising demand for authentic and flavorful Asian food
- ✔ Local families and professionals seeking dependable, high-quality dining
- ✔ Excellent visibility and accessibility from Northwest Highway

These advantages position our restaurant for long-term success in the community.

Attachment: Business Plan (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

4. Menu Offerings

Our well-rounded menu will include:

- 🍣 Fresh sushi & sashimi
- 🍱 Creative specialty rolls & chef's omakase sets
- 🍳 Classic & modern Thai dishes (Pad Thai, Green Curry, Tom Yum)
- 🍜 Japanese ramen & noodle dishes (Shoyu, Tonkotsu, Spicy Miso)
- 🍢 Street food-inspired appetizers
- 🍰 Homemade Thai desserts
- 🍶 Sake, beer, wine & curated non-alcoholic drinks (no hard liquor)

5. Marketing Strategy

- 📌 Social Media (Instagram, TikTok, Facebook)
- 📌 Food blogger tastings and influencer soft openings
- 📌 Community-driven promotions and events
- 📌 Punch card loyalty programs & weekday lunch specials
- 📌 Collaborations with Palatine small businesses and city events
- 📌 Palatine Chamber of Commerce engagement & festivals

6. Operations Plan

- ✔ Open 7 days a week for lunch and dinner
- ✔ Experienced chefs specializing in Thai and sushi cuisine
- ✔ Dine-in, takeout, and delivery via food apps
- ✔ Clear kitchen and front-of-house systems for service efficiency
- ✔ High standards for cleanliness, food safety, and prep consistency

7. Management & Experience

Attachment: Business Plan (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

Led by Sarayuth Techaun (Executive Sushi Chef) and Papassara Techaun (restaurant operations manager), our leadership team brings 20+ years of experience in fast-paced restaurants — with proven skills in menu development, service training, and kitchen leadership.

8. Conclusion

Our Thai & Sushi restaurant at 309 E Northwest Highway, Palatine, IL 60067 will serve the community with consistently flavorful food, welcoming service, and a family-friendly atmosphere.

- ✔ Quality-focused concept
- ✔ Experienced team
- ✔ Prime location

We are confident this restaurant will thrive and grow as a trusted part of Palatine's dining scene.

9. Business Hours

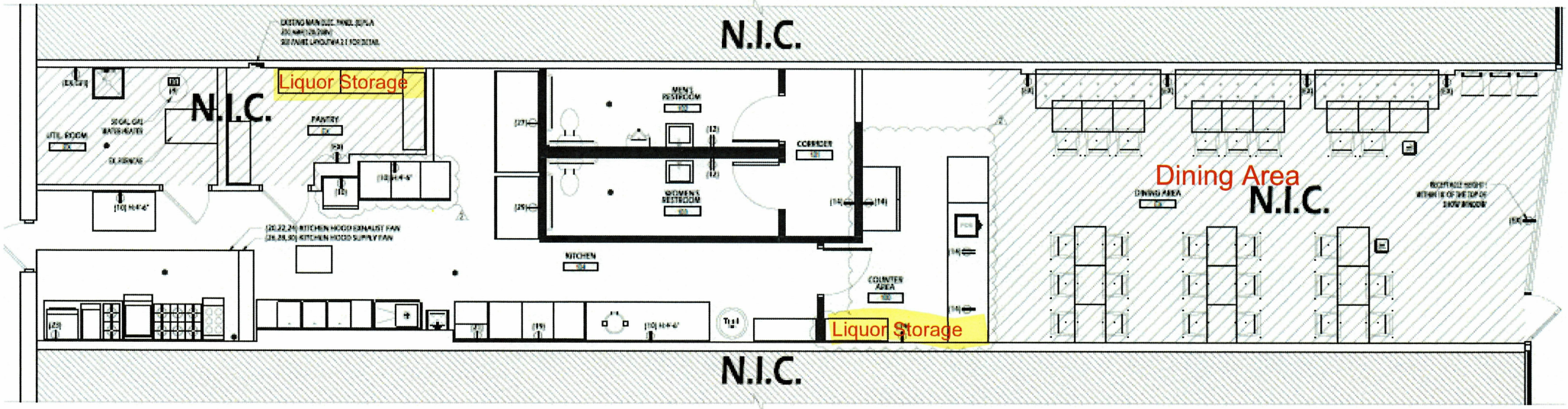
We will be open 7 days a week with the following hours of operation:

🕒 Monday to Sunday: 11:00 AM – 9:00 PM

10. Number of Employee

✔ Initial staffing will include 7 employees, covering kitchen, sushi, and front-of-house roles.

Attachment: Business Plan (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)



Attachment: Floor Plan (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

Menu Thai and Sushi

309 E Northwest Highway, Palatine, IL 60067

Appetizers

- Thai Spring Rolls – Crispy veggie rolls with sweet chili sauce
- Fresh Summer Rolls – Rice paper wraps with shrimp and herbs
- Gyoza – Pan-fried pork dumplings
- Edamame – Steamed soybeans with sea salt
- Crab Rangoon – Cream cheese & crab in wonton wrappers
- Shrimp Tempura – Crispy fried shrimp with dipping sauce
- Chicken Satay – Grilled marinated skewers with peanut sauce
- Tuna Tataki – Lightly seared tuna with ponzu
- Takoyaki – Fried octopus balls with mayo and bonito flakes
- Agedashi Tofu – Crispy tofu in dashi broth
- Moo Ping – Grilled marinated pork skewers with sticky rice
- Tod Mun Pla – Thai fish cakes with cucumber relish
- Thai Sausage – Fermented Thai sausage with fresh ginger and herbs

Sushi & Sashimi A La Carte (2 pcs)

- Salmon (Sake)
- Tuna (Maguro)
- Yellowtail (Hamachi)
- Eel (Unagi)
- Shrimp (Ebi)
- Octopus (Tako)
- Scallop (Hotate)
- Mackerel (Saba)
- Squid (Ika)

Attachment: Menu (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

- Surf Clam (Hokkigai)
- Sweet Shrimp (Amaebi)
- Tamago (Egg)

Chef's Signature Sushi Rolls

- Sensei Roll – Spicy tuna, avocado, topped with salmon & spicy mayo
- Golden Dragon – Shrimp tempura, mango, avocado, eel sauce
- Volcano Roll – Baked spicy crab, scallop, masago, special sauce
- Rainbow Roll – California roll topped with assorted sashimi
- Crunchy Spider – Soft shell crab, cucumber, spicy mayo, tempura crunch
- Firecracker Roll – Shrimp tempura, spicy crab, jalapeño, sriracha aioli
- Caterpillar Roll – Eel and cucumber topped with avocado and eel sauce
- Samurai Roll – Spicy tuna, cream cheese, tempura fried, eel sauce drizzle
- Sunset Roll – Salmon, avocado, lemon slices, chili oil
- White Tiger – Spicy scallop, tempura flakes, white tuna, garlic ponzu

Ramen & Japanese Noodle Dishes

- Tonkotsu Ramen – Creamy pork bone broth, chashu, egg, nori
- Spicy Miso Ramen – Rich miso broth, ground pork, chili oil
- Shoyu Ramen – Light soy broth with sliced pork, scallions
- Vegetarian Ramen – Miso broth, tofu, mushrooms, corn, spinach
- Seafood Ramen – Shrimp, scallop, squid in spicy seafood broth
- Yaki Udon – Stir-fried udon noodles with vegetables and protein choice
- Tempura Udon – Udon soup with shrimp tempura
- Soba Noodle Soup – Buckwheat noodles in light dashi broth

TH Thai Entrées – Classic Favorites

- Pad Thai – Stir-fried rice noodles, egg, bean sprouts, and peanuts
- Pad See Ew – Wide rice noodles, egg, and Chinese broccoli in soy sauce
- Drunken Noodles – Spicy basil rice noodles with chili garlic sauce

Attachment: Menu (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

- Green Curry – Thai eggplant, bamboo shoot, basil in green coconut curry
- Red Curry – Zucchini, bell pepper, basil in red coconut curry
- Panang Curry – Creamy red curry with bell pepper and kaffir lime
- Massaman Curry – Rich curry with potato, onion, and peanuts
- Pad Kra Pao – Stir-fried basil with ground meat, garlic, and chili
- Khao Soi – Northern Thai curry noodle soup with crispy egg noodles

Thai Entrées – Crispy Pork Specials

- Crispy Pork with Chinese Broccoli – Stir-fried with garlic soy sauce
- Crispy Pork Basil – Thai basil stir-fry with chili and garlic
- Crispy Pork Red Curry – Sautéed with red curry, kaffir lime, and bell peppers
- Crispy Pork Fried Rice – Thai-style fried rice with crispy pork and egg

Thai Street Food & Rice Dishes

- Sticky Rice – Classic Thai-style sticky rice
- Nam Tok Moo – Spicy grilled pork salad with herbs and toasted rice
- Som Tum Thai – Green papaya salad with peanut, lime, and chili
- Tom Saap – Spicy and sour pork rib soup with herbs
- Khao Man Gai – Steamed chicken over garlic rice with ginger soy sauce
- Khao Pad – Thai fried rice with choice of protein
- Pad Pak Ruam – Stir-fried mixed vegetables in light soy sauce
- Gaeng Som – Southern-style sour curry with shrimp and vegetables

Desserts

- Mango Sticky Rice – Coconut sticky rice with ripe mango
- Thai Donuts – Fried dough with condensed milk dip
- Green Tea Ice Cream
- Mochi Ice Cream
- Fried Banana with Honey
- Black Sticky Rice Pudding – Sweet coconut rice dessert

Attachment: Menu (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

Beverages

- Thai Iced Tea
- Thai Iced Coffee
- Sparkling Water
- Soft Drinks
- Japanese Ramune Soda
- Green Tea (Hot/Cold)
- Chrysanthemum Tea
- Premium Japanese and Thai Beer
- House Selection Wine
- Hot or Cold Sake

Attachment: Menu (309 E. Northwest Hwy - Inc Class G Liq. Sushi+Thai by Sensei)

Consider an Ordinance Granting Special Uses for a Building Addition at 204 S. Ashland Avenue

BACKGROUND:
The Subject Property, zoned R-2 Single-Family Residential, consists of approximately 7,462 square feet. The property currently contains a single-family residence, detached garage in the rear yard, and related improvements. The structure is currently existing non-conforming, with a southern side yard setback of 0.9 feet. The subdivision also includes a recorded 40-foot front yard building line, which applies to this property.

The Petitioner is proposing to build an addition, which encroaches into the minimum required front and side yard setbacks. Therefore, the Petitioner is requesting the following:

> **Special Uses to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet, and approximately 3 feet from the side yard to the north, instead of the minimum required 5 feet.**

KEY ISSUES:
- The Petitioner is proposing to demolish the existing detached garage and construct a one-story addition (approximately 277 square feet) and an attached 2-car garage (approximately 550 square feet).
- The existing detached garage maintains a 2.39-foot setback along the north side of the property. The proposed attached garage provides a side yard setback to 3.39 feet. With the proposed addition and attached garage extension, the encroachment width along the property to the north would increase from approximately 20 feet (detached garage) to 50 feet (attached garage and addition).
- With the existing lot configuration and required setbacks, Staff notes that any addition to the front or side of the principal structure, including an attached garage, would likely require zoning relief.
- The proposed plans meet both building and coverage requirements at 24% and 35.5%. Although the Subject Property is a triangularly shaped lot and directly abuts (south) the Northwest Highway commercial corridor, the proposed front yard setback of 21 feet is generally inconsistent with the surrounding front yard setbacks in this area.

ALTERNATIVES:
1. Approve the Special Uses to permit a one-story addition to encroach into the required side and front yard setbacks.
2. Do not approve the Special Uses to permit a one-story addition to encroach into the required side and front yard setbacks.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on April 22, 2025.
Residents testifying:	None
Vote:	The PZC voted 6-2 to approve the Special Use and Staff recommends action at the Village Council's discretion.

ACTION REQUIRED:
A motion to approve the ordinance granting Special Uses to permit an addition to encroach into the required front and side yard setbacks at 204 S. Ashland Avenue.

ATTACHMENTS:

- Aerial Map
- ORD SU 204 S Ashland Ave
- EXHIBIT - Architectural Plans
- Planning and Zoning Commission materials - 4-22-25 meeting
- DRAFT PZC minutes - 4-22-25
- Public Notice

GISConsortium

204 S Ashland Avenue

0 100 200 ft

Print Date: 4/14/2025

Notes

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

Attachment: Aerial Map (204 S Ashland Ave - SU setbacks)

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE AT
204 S. ASHLAND AVENUE

WHEREAS, pursuant to a petition and public hearing on April 22, 2025, of which public notice was given as required by law, the Planning and Zoning Commission of the Village of Palatine, in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, has held such public hearing and reported their findings relative to a request for a Special Use to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet and approximately 3 feet from the side lot line, instead of the minimum required 5 feet pursuant to Section 10.06 (h) of the Palatine Zoning Ordinance, on the following legally described property:

LOT 2 IN BLOCK 17 IN MERRILL'S HOME ADDITION TO PALATINE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 204 S. Ashland Avenue (PIN# 02-23-213-010-0000)

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

SECTION 1: Special Use to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet and approximately 3 feet from the side lot line, instead of the minimum required 5 feet pursuant to Section 10.06 (h) of the Palatine Zoning Ordinance, is hereby granted, subject to the following condition(s):

Attachment: ORD SU 204 S Ashland Ave (204 S Ashland Ave - SU setbacks)

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by Mario Cruz, architect, except as such plans may be changed to conform to the Village's Codes and Ordinances.

2. If required by the Village Attorney, the Petitioners shall submit a hold harmless letter, in a manner acceptable to the Village Attorney, for the encroachment into the privately recorded building line.

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

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

PASSED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

_____day of _____, 2025

_____
Village Clerk

Attachment: ORD SU 204 S Ashland Ave (204 S Ashland Ave - SU setbacks)

204 S. ASHLAND AVE. PALATINE IL 60074

COOK COUNTY

PIN: 02-23-213-010-0000

For Review by the Village of Palatine

Zoning: R-2

- Zoning Description Single Family
- Zoning Document View
- Point of Contact Planning and Zoning (847) 359-9042

Zoning Category Residential Districts

- Front Yard Setback 30 Feet
- Side Yard Setback Interior Lots : 67+ feet wide - 10 feet, 67- feet wide 5 feet; Side abutting state of county highway 30 feet
- Rear Yard Setback 40 Feet
- Minimum Lot Area Platted After January 12, 1958: Interior 9000 square feet; corner 10,000 square feet. On or before January 12, 1958: 5400 square feet
- Max Building Height 2 1/2 Stories, not to exceed 30 feet to midpoint and not to exceed a maximum peak height of 36 feet
- Max Lot Coverage Building coverage: 35%; Lot coverage: 45%; All other uses: 30%
- Minimum Lot Width Platted After January 12, 1958: Interior - 75 Feet; Corner - 85 Feet. Platted on or before January 12, 1958: 50 feet

ZONING DATA:

- Lot Area: 7,462 s.f.

- Actual Building Area =

Total Area Schedule	
Level	Area
Level-1	996 SF
Level-1	277 SF
Grand total: 2	1273 SF

-Basement Area: 996 sq.ft.

-Current & Proposed Building Height : 17'-9" to the Highest Point to the Roof

-Proposed Building Coverage including Attached Garage: 24% < 35%

-Proposed Lot Coverage: 36% < 45%

Site Areas Coverage		
Name	Area	Percentage

Coverage Area

Garage	550 SF	7%
Existing Building	996 SF	13%
Paved Area	162 SF	2%
Paved Area	215 SF	3%
New Addition	277 SF	4%
Driveway	477 SF	6%
	2677 SF	36%
	2677 SF	36%

Open Space

Open Space	4370 SF	59%
Open Space	415 SF	6%
	4785 SF	64%
	4785 SF	64%
	7462 SF	100%

Setbacks			
Location	Required	Existing	Proposed
Front (East)	30.0'	39.87'	21.70'
Rear (West)	25.0'	87.53'	87.53'
Side (South)	10.0'	0.95'	0.95' (Existing)
Side (North)	10.0'	14.45'	3.39'

CLASSIFICATION OF BUILDING BY BUILDING TYPE:

TYPE V-A

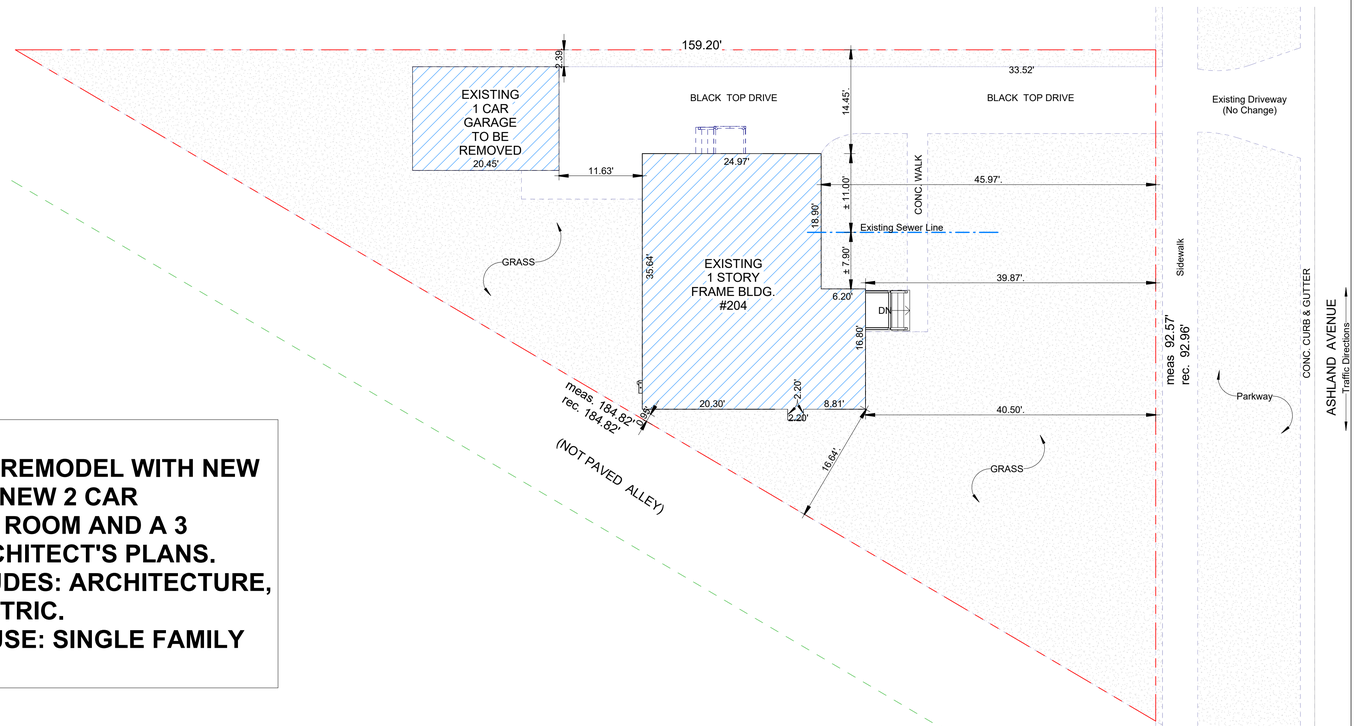
CLASSIFICATION OF BUILDING BY OCCUPANCY:

CLASS R-3, RESIDENTIAL UNITS

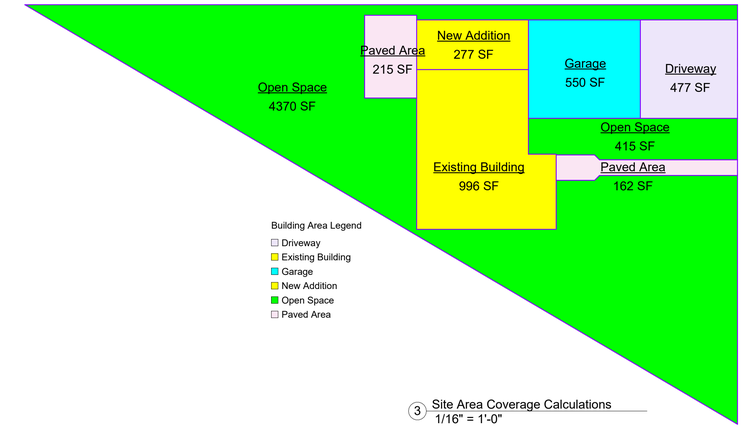
DRAWING INDEX	
Sheet Number	Sheet Name
CS-100	Cover Page & Site Plan
CS-100.1	Conceptual Exterior Views (For Reference Only)
D-100	Existing Floor Layouts (Demo-Plans)
D-101	Existing Elevations
A-100	Proposed Floor Layouts
A-200	Proposed Elevations

SCOPE OF WORK:

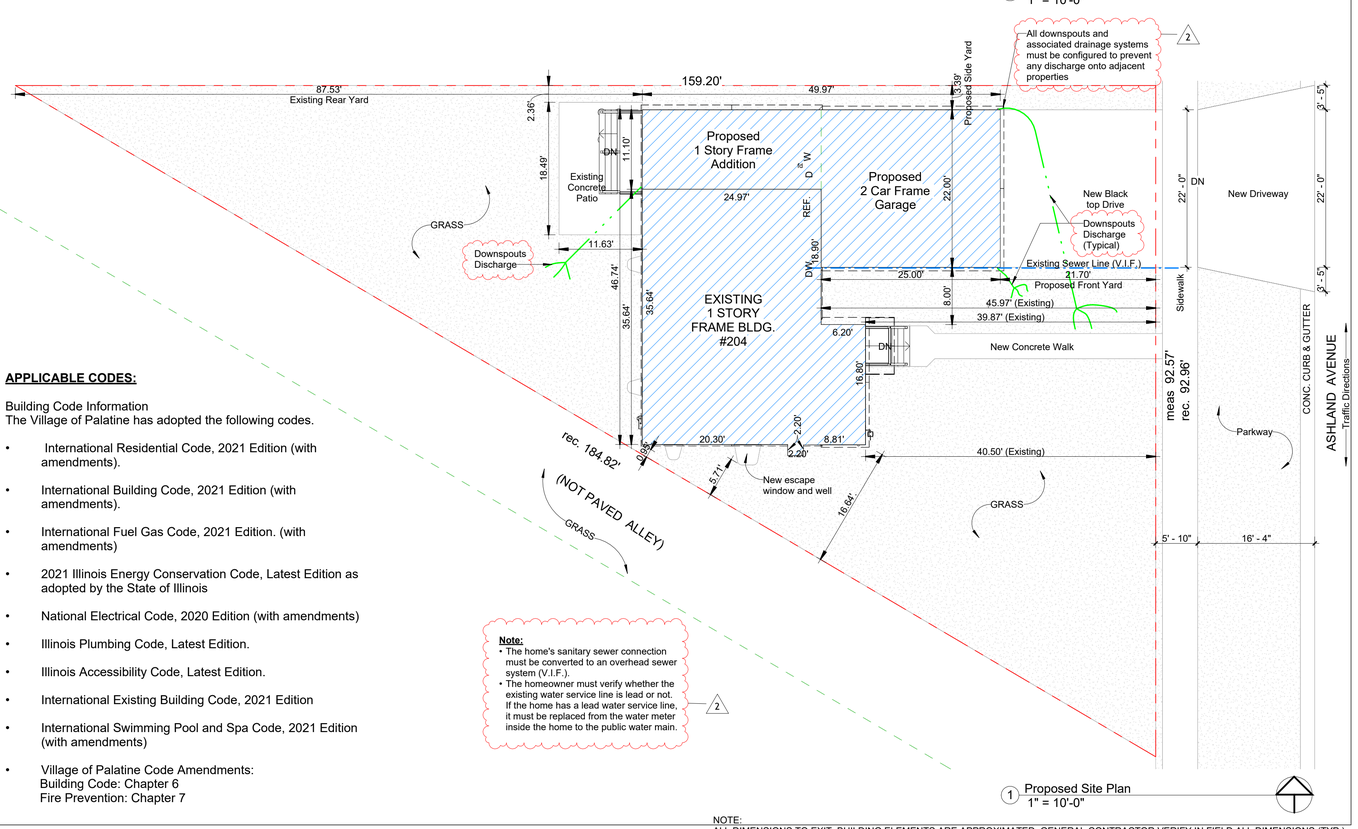
SINGLE FAMILY RESIDENCE REMODEL WITH NEW FRAME ADDITION TO ADD A NEW 2 CAR ATTACHED GARAGE, A MUD ROOM AND A 3 SEASON ROOM, AS PER ARCHITECT'S PLANS. THE SCOPE OF WORK INCLUDES: ARCHITECTURE, PLUMBING, HVAC AND ELECTRIC. CURRENT AND PROPOSED USE: SINGLE FAMILY RESIDENCE



2 Existing Site Plan
1" = 10'-0"



3 Site Area Coverage Calculations
1/16" = 1'-0"

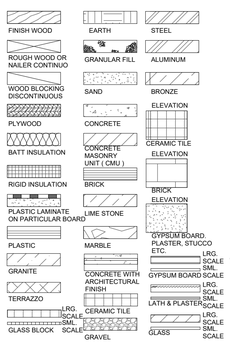


2

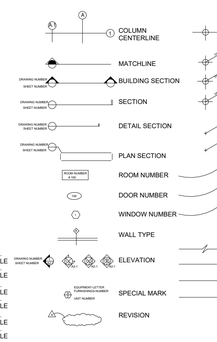
Note:
- The home's sanitary sewer connection must be converted to an overhead sewer system (V.I.F.).
- The homeowner must verify whether the existing water service line is lead or not. If the home has a lead water service line, it must be replaced from the water meter inside the home to the public water main.

1 Proposed Site Plan
1" = 10'-0"

MATERIALS LEGEND



SYMBOLS LEGEND



ABBREVIATIONS

Acoustical tile	AC.	Enclosure	Encl.	Motor	Mtr.
Adhesive	Adh.	Engineer	Engr.	Moulding	Mldg.
Above finished floor	A.F.F.	Entrance	Ent.	Not in Contract	N.I.C.
Air Conditioning	A.C.	Equipment	Equip.	Not to Scale	N.T.S.
Aluminum	Al.	Existing	Exist.	Paint	Pt.
Ampere	Amp.	Feet per Minute	F.P.M.	Panel	Pn.
Angle	∠	Feet per Second	F.P.S.	Partition	Prn. or Part.
Approved	Appd.	Finish	Fin.	Phase	Ph. or ∅
Approximate	Approx.	Fire extinguisher	F. Ext.	Plate Glass	Pl. Gl.
Architect or Architectural	Arch.	Fire proof	Frpf.	Power Panel	P.P.
At	@	Floor	Fl.	Pounds per Square Foot	P.S.F.
Block	Blk.	Floor Drain	F.D.	Pounds per Square Inch	P.S.I.
By others	B.O.	Fluorescent	Fluor.	Receptacle	Recp.
Board	Bd.	Frame	Fr.	Reinforcing	Reinf.
Bolts	Bt.	Fresh Air	F.A.	Remove	Rem.
Brass	Brs.	Fresh Air Intake	F.A.I.	Repair	Rep.
Bearing	Brg.	Furnished by Others	F.B.O.	Required	Reqrd.
Brick	Brk.	Gallons per Hour	G.P.H.	Room	Rm.
British Thermal Units	B.T.U.	Gallons per Minute	G.P.M.	Specification	Spec.
Building	Bldg.	Gallons per Second	G.P.S.	Stainless Steel	St. Stl.
Cabinet	Cab.	Galvanized Iron	Galv.	Suspend	Susp.
Cast Iron	C.I.	Galvanized Iron Sheet Metal	G.I.S.M.	Switch	Sw.
Catch Basin	C.B.	Gas line	GL.	Telephone	Tel.
Ceiling	Clg.	Gauge	GA.	Temperature	Temp.
Center	Ctr.	General contractor	G.C.	Thick or Thickness	Thk.
Center Line	C.L.	Glass	Gl.	Transformer	Trans.
Centers on	O.C.	Grease Trap	G.T.	Typical	Typ.
Center to Center	C to C	Gypsum Board	Gyp. Bd.	Underwriter Laboratories	U.L.
Ceramic	Cer.	Hardware	Hdwe.	Unless Otherwise Noted	U.O.N.
Circuit	Cct.	Hardwood	Hdwd.	Ventilate	Vent.
Clean out	C.O.	Heater	Htr.	Vinyl Wall Covering	V.W.C.
Cold Water	C.W.	Heater, Water	W.H.	Water Closet	W.C.
Column	Col.	Height	Hgt., Ht. or Ht.	Watt	W.
Common	Com.	Hollow Metal	H.M.	Wrought Iron	W.I.
Compartment	Comp.	Hot Water	H.W.		
Concrete	Conc.	Interior	Int.		
Concrete Block	Conc. Blk.	Junction Box	J.B.		
Conductor	Cond.	Kick Plate	K.P.		
Conduit	Cnd.	Kilowatt	K.W.		
Construction	Const.	Landlord	L.L.		
Contractor	Contr.	Lavatory	Lav.		
Diameter	DIA.	Length	Lgth. or Lg.		
Dimension	Dim.	Lighting Panel	L.P.		
Disconnect	Disc.	Main Distribution Panel	M.D.P.		
Down	Dn.	Manufacturer	Mfr.		
Drawing	Dwg.	Material	Matl.		
Each	Ea.	Maximum	Max.		
Electric	Elec.	Minimum	Min.		
Electric light panel	E.L.P.	Miscellaneous	Misc.		

APPLICABLE CODES:

Building Code Information
The Village of Palatine has adopted the following codes.

- International Residential Code, 2021 Edition (with amendments).
- International Building Code, 2021 Edition (with amendments).
- International Fuel Gas Code, 2021 Edition. (with amendments)
- 2021 Illinois Energy Conservation Code, Latest Edition as adopted by the State of Illinois
- National Electrical Code, 2020 Edition (with amendments)
- Illinois Plumbing Code, Latest Edition.
- Illinois Accessibility Code, Latest Edition.
- International Existing Building Code, 2021 Edition
- International Swimming Pool and Spa Code, 2021 Edition (with amendments)
- Village of Palatine Code Amendments:
  Building Code: Chapter 6
  Fire Prevention: Chapter 7

NOTE:
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ARCHITECT

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LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC PROJECT MANAGER: MC
Drawn By: SP PROJECT NUMBER: 01202025

No.	Description	Date
1	For Review by the Village of Palatine	02-06-2025
2	For Review by the Village of Palatine	03-21-2025

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

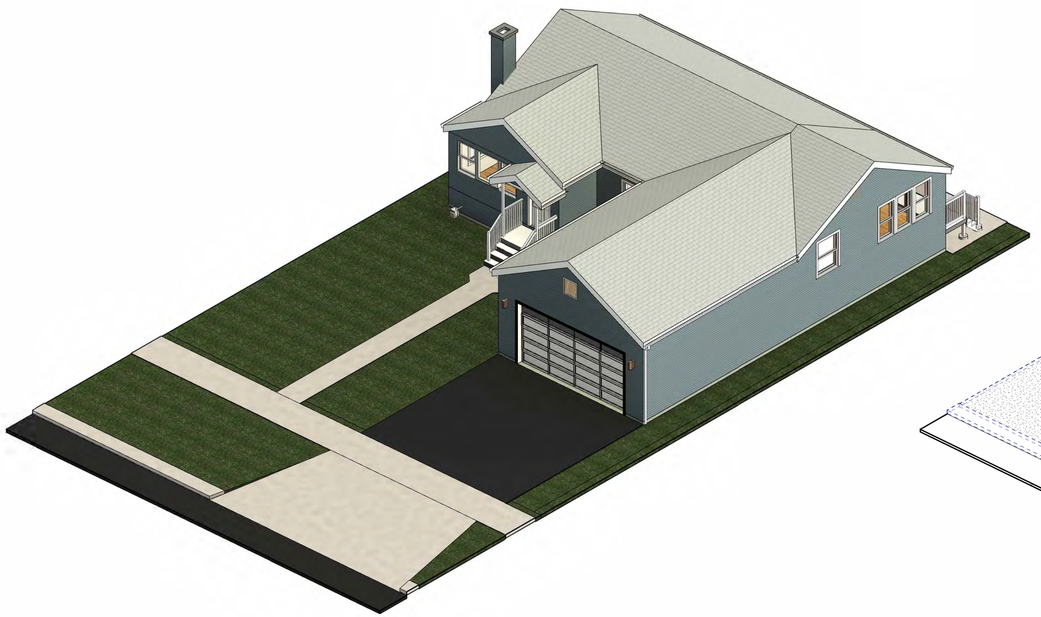
Cover Page & Site Plan

Sheet Number:

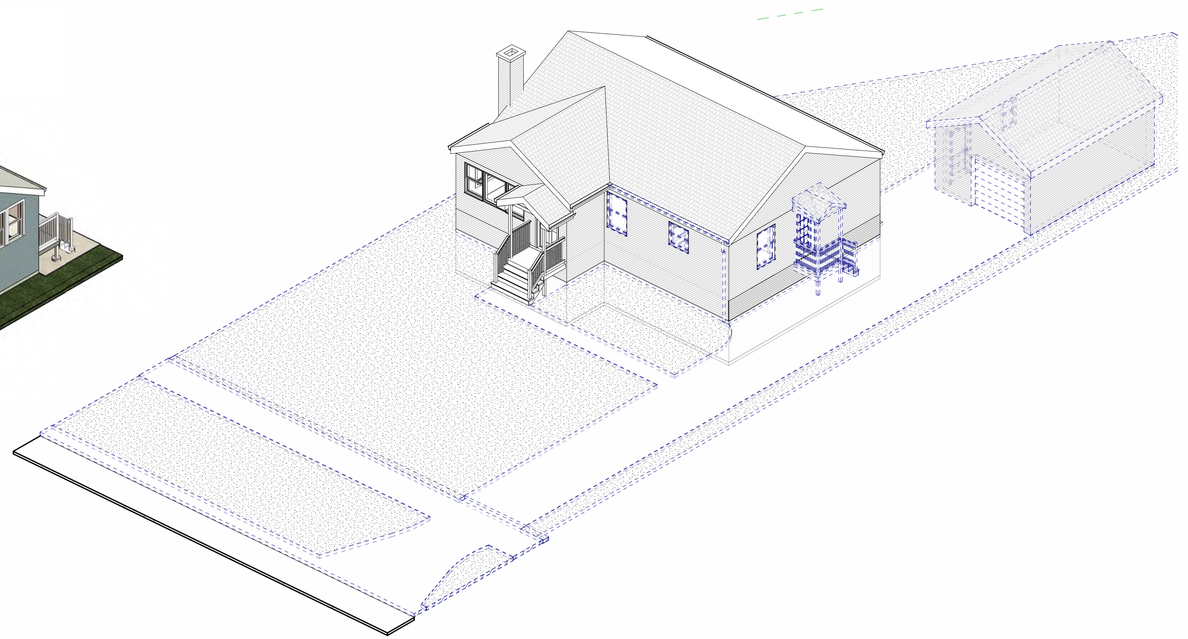
CS-100

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)

3/21/2025 4:47:56 PM



2 Proposed Conceptual View



1 Existing Conceptual View-1

NOTE:
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LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC
Drawn By: SP

PROJECT MANAGER: MC
PROJECT NUMBER: 01202025

No.	Description	Date

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

Conceptual Exterior Views (For Reference Only)

Sheet Number:

CS-100.1

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)
3/21/2025 4:48:06 PM

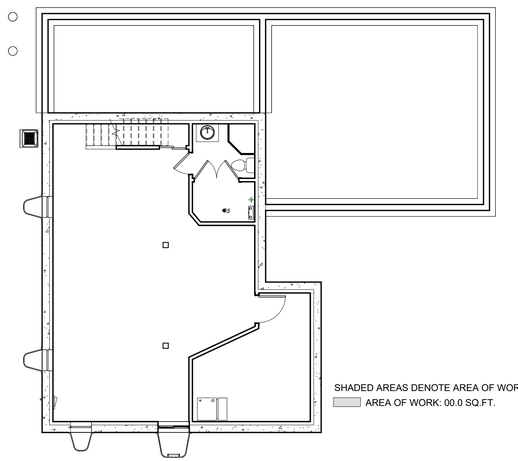
AREA OF WORK ANALYSIS

BUILDING AREAS:

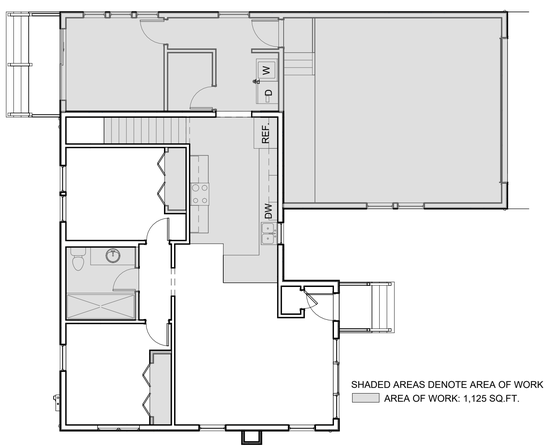
BASEMENT LEVEL: 996 SQ.FT.
LEVEL-1 : 1,273 SQ.FT.
TOTAL: 2,269 SQ.FT.

PROPOSED WORKING AREAS:
BASEMENT LEVEL: 00.0 SQ.FT.
LEVEL-1 : 1,125 SQ.FT.
TOTAL: 1,125 SQ.FT.

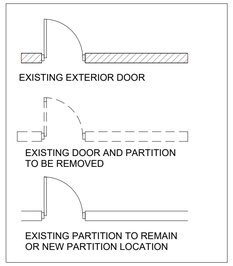
PERCENTAGE OF AREA OF WORK: 49.58%



3 Basement Level (Area of Work)
1/8" = 1'-0"



4 Level-1 (Area of Work)
1/8" = 1'-0"



General Legend:

1 Existing Walls to be removed in its entirety including but not limited to anchors, clips, bolts, etc. Cap all utililites, if elect. outlets/receptacles are encountered they shall be capped and wires to be pulled to panel box as required, patch floor and existing adjacent partitions as required to match adjacent surfaces.

1.1 Existing furring, plaster and lath to be removed.

2 Remove existing door, frame, and associated hardware.

3 Remove existing window & Replace w/new window

3.1 Remove existing window or door, fill opening with Glass Block, masonry or framing system, color and type of material match the existing.

3.2 Remove existing window/door, new small window will be installed and fill different of opening size w/ masonry brick, color and type match the existing.

3.3 Replace existing window/Door and make wall opening bigger for new window or new door.

3.4 Remove existing window

4 Remove existing furrins, gyp. bd. & wall finish from existing.

4.1 Remove existing masonry or framing wall for new window or door opening.

4.2 Remove Exist. Floor Joist System to acomodate a new staircase

5 Remove existing plumbing fixtures and associated pipings, cap as required.

5.1 Remove existing kitchen cabinets & countertops.

6 Electrical panel to remove.

7 Revised existing water service new service will be determine by DOB.

8 Remove existing furnace and ductwork.

9 Remove existing hot water tanks, and all relating piping.

10 Remove existing Stair.

10.1 Remove existing Conc. Landing & Stair.

11 Remove existing gas meter, cut and cap piping as required. New metters will be installed outside the bldg. coordinate exact location in field.

12 Remove existing porch and stairs.

13 Remove existing Water Heater and related piping.

14 Remove existing railing.

15 Remove existing columns or pier, shoring will be required and remove after new wall partitions or floor will be installed.

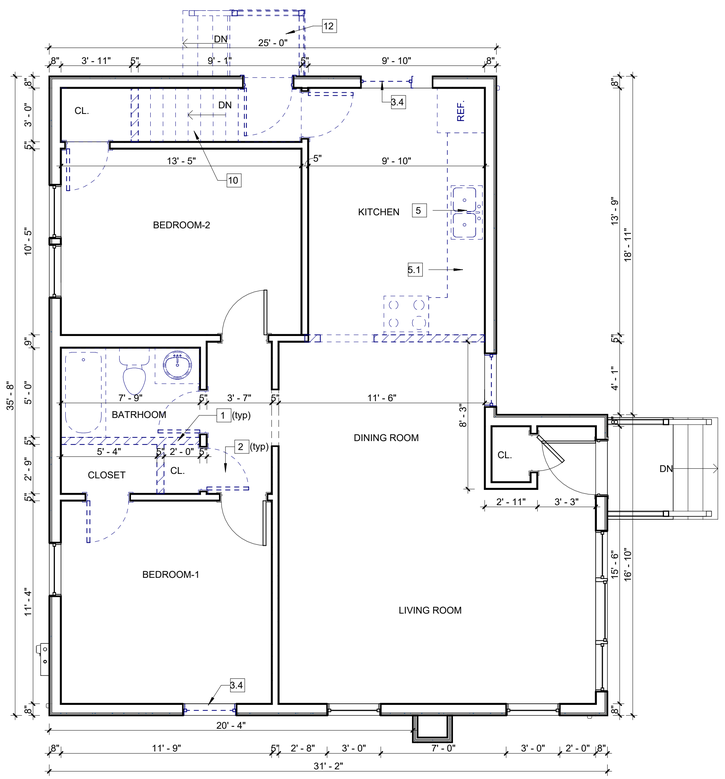
16 Replace existing concrete slab in basement and sidewalk areas

17 Remove existing Chimney

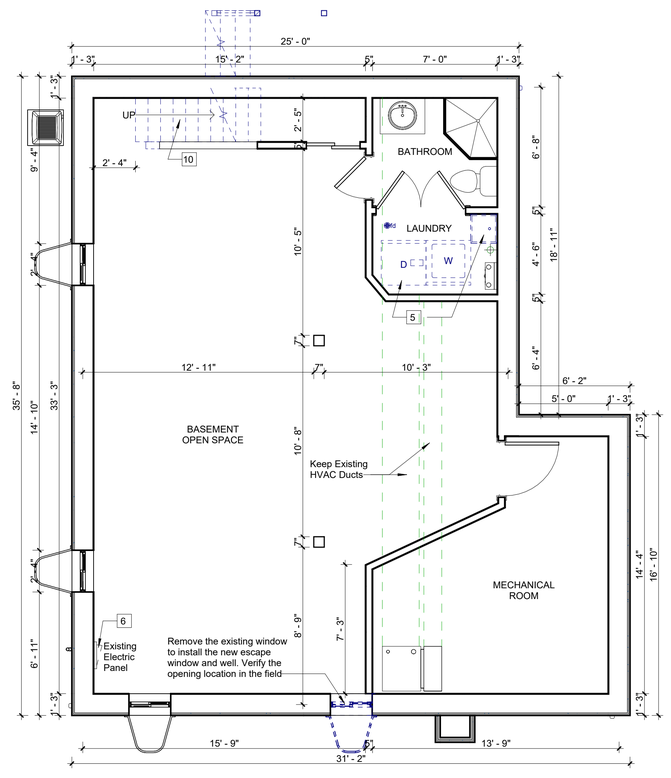
18 Remove existing Columns, Beams; shore clg. framing until new framing system will be installed

19 Remove existing Floor system, New will be installed

20 Remove existing Roof



2 Existing Floor Layout (Level-1)
1/4" = 1'-0"



1 Existing Floor Layout (Basement Level)
1/4" = 1'-0"

NOTE:
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Cruz Designs Consultants
Designers

Design Firm Architect License No. 184.008136-0001

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LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC PROJECT MANAGER: MC
Drawn By: SP PROJECT NUMBER: 01202025

No.	Description	Date
2	For Review by the Village of Palatine	03-21-2025

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

Existing Floor Layouts (Demo-Plans)

Sheet Number:

D-100

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)

General Legend:

1 Existing Walls to be removed in its entirety including but not limited to anchors, clips, bolts, etc. Cap all utililities, if elect. outlets/receptacles are encountered they shall be capped and wires to be pulled to panel box as required, patch floor and existing adjacent partitions as required to match adjacent surfaces.

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14 Remove existing railing.

15 Remove existing columns or pier, shoring will be required and remove after new wall partitions or floor will be installed.

16 Replace existing concrete slab in basement and sidewalk areas

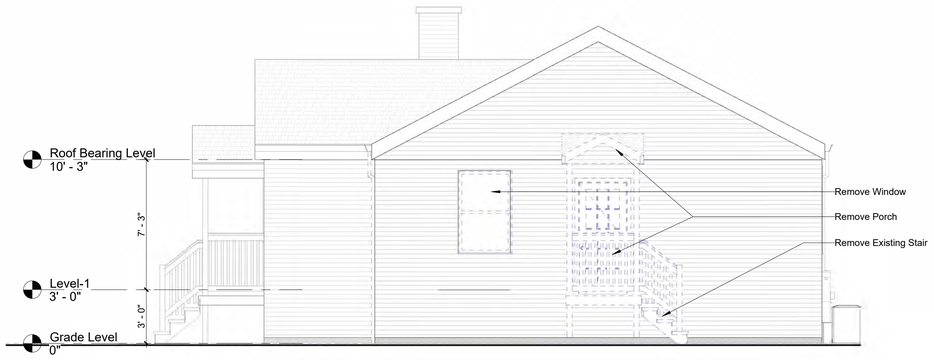
17 Remove existing Chimney

18 Remove existing Columns, Beams; shore clg. framing until new framing system will be installed

19 Remove existing Floor system, New will be installed

20 Remove existing Roof

4 Existing West Elevation
1/4" = 1'-0"



3 Existing North Elevation
1/4" = 1'-0"

2 Existing East Elevation
1/4" = 1'-0"

1 Existing South Elevation
1/4" = 1'-0"

NOTE:
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LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC
Drawn By: SP

PROJECT MANAGER: MC
PROJECT NUMBER: 01202025

No.	Description	Date

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

Existing Elevations

Sheet Number:

D-101

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)
8/21/2025 4:48:14 PM

EGRESS WINDOWS AND WINDOW WELLS NOTES:

1. EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE EMERGENCY AND RESCUE OPENING.

2. WHERE EMERGENCY ESCAPE AND RESCUE OPENINGS ARE PROVIDED THEY SHALL HAVE A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR.

3. ALL COMPONENTS AND MATERIAL FROM WHICH THE WINDOW WELL IS CONSTRUCTED SHALL BE CORROSION-RESISTANT.

4. ALL EMERGENCY ESCAPE AND WINDOW OPENINGS SHALL HAVE A MIN. NET AREA OPENING OF 5.7 SQUARE FEET.

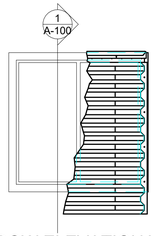
5. MINIMUM NET CLEAR HEIGHT EQUALS 42" AND MINIMUM NET CLEAR WIDTH EQUALS 20 INCHES.

6. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS OR TOOLS OR SPECIAL KNOWLEDGE. SECTION R301 OF THE 2009 INTERNATIONAL RESIDENTIAL CODE.

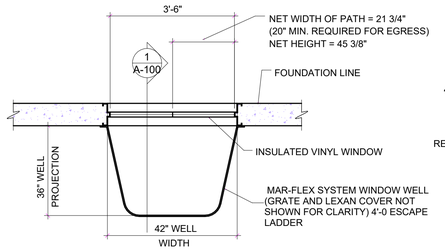
7. WINDOW WELLS MUST BE MADE OF RUST RESISTANT METAL.

8. THE MINIMUM HORIZONTAL AREA OF THE WINDOW WELL SHALL BE 9 SQUARE FEET WITH A MINIMUM HORIZONTAL PROJECTION AND WIDTH OF 36".

9. CONTRACTOR TO VERIFY WITH WINDOW MANUFACTURER EMERGENCY ESCAPE OPENING COMPLIANCE.

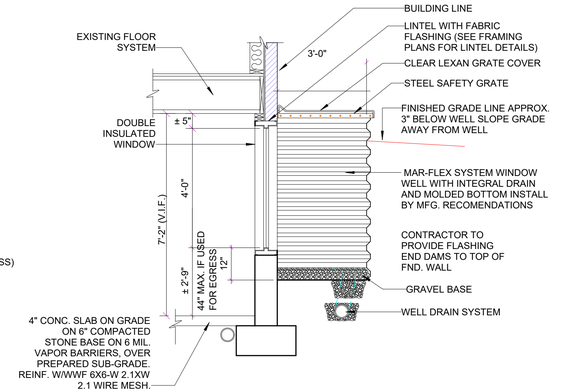


C WINDOW ELEVATION WITH WELL



B PLAN VIEW WINDOW WELL

36" PROJECTION REQUIRED FOR EGRESS



3
A-100
TYPICAL WALL SECTION
THRU. WINDOW WELL

GENERAL KEYNOTES:

1. INSTALL SMOKE/ CARBON MONOXIDE DETECTORS 15'-0" MAX. FROM ALL SLEEPING ROOMS.
2. CASEWORK PER OWNER SELECTION.
3. 1 hr. CEILING FIRE RATED UL Des L517. & L518
4. CLOSETS CASEWORK PER OWNER SELECTION.

KITCHEN KEYNOTES:

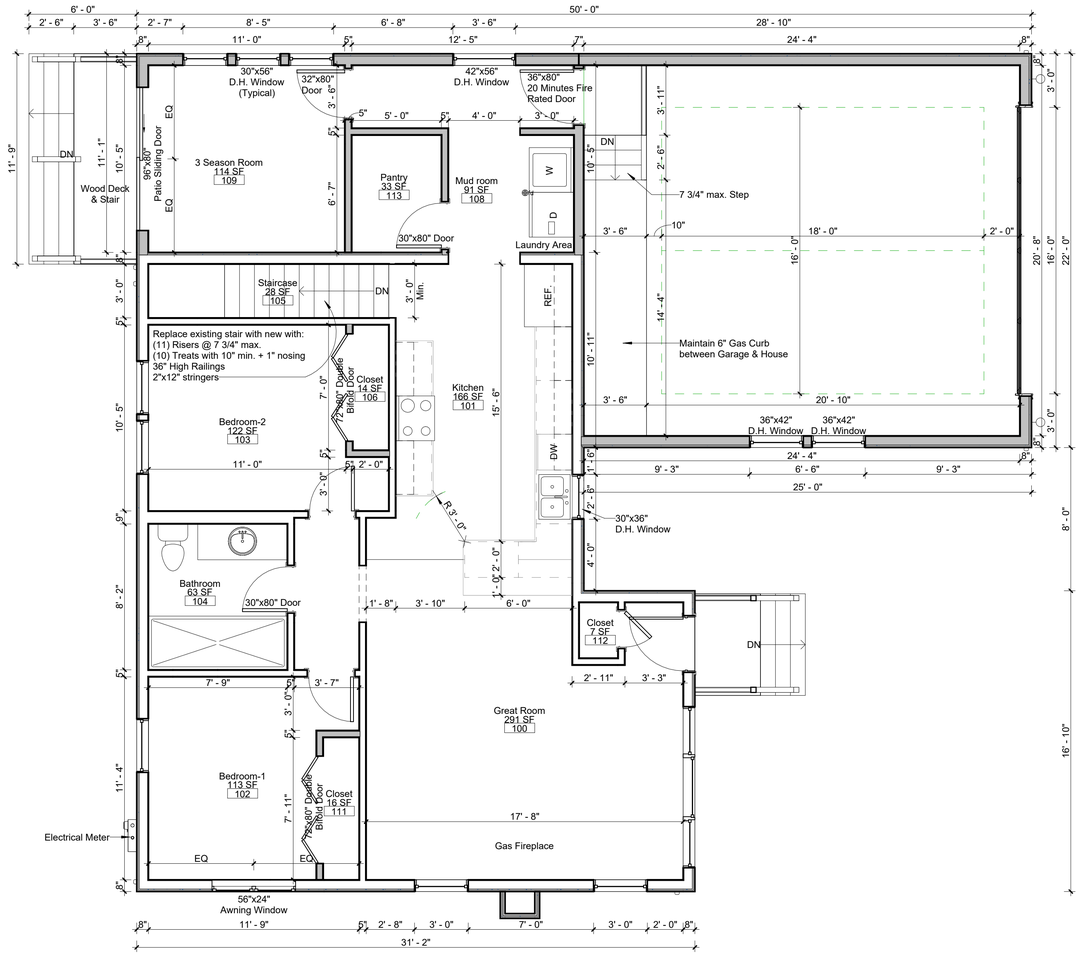
1. APPLIANCES BY WHIRLPOOL OR OWNER SELECTION.
2. STONE COUNTER & WOOD BASE CABINETRY PER OWNER SELECTION.
3. TILED BACKSPLASH PER OWNER SELECTION.
4. STAINLESS UNDERMOUNT SINK PER OWNER SELECTION.
5. INSTALL 1" MIN. FILLER PANEL @ WALLS.
6. INSTALL GAS LINE AT STOVE.
7. 12" OVERHANG - SUPPORT AS REQUIRED.
8. PROVIDE FINISH END PANEL AT ALL EXPOSED CABINETS.
9. INSTALL EXHAUST DUCT VENT TO EXTERIOR FOR MICROWAVE FAN.
10. INSTALL FINISH END PANEL AT ALL EXPOSED CABINETS.
11. INSTALL GARBAGE DISPOSAL AT SINKS.

UTILITY KEYNOTES:

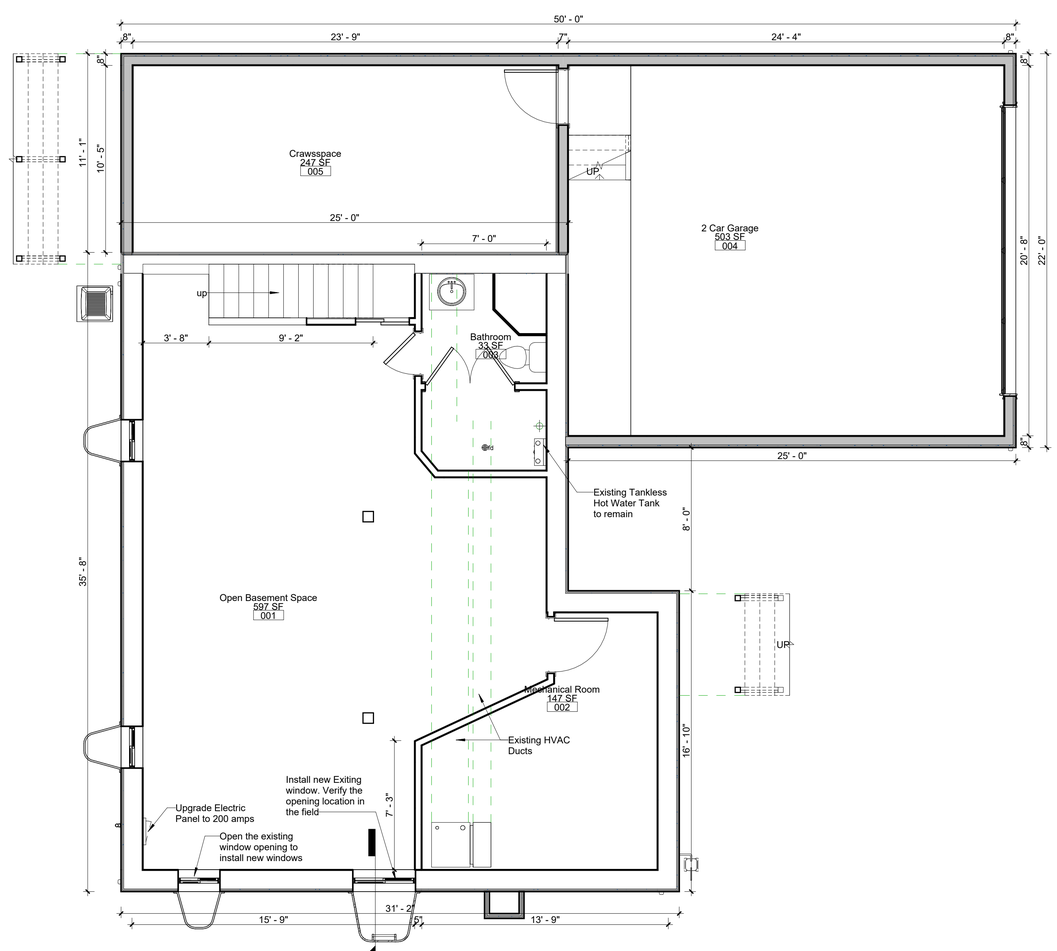
1. INSTALL GAS LINE FOR FURNACE.
2. INSTALL ELECTRIC HEATERS.
3. TILE FLOOR AT MECH. AND UTILITY ROOMS.
4. INSTALL DRIP PANS AT WASHERS / DRYERS.
5. INSTALL DRIP PLANS AND FLOOR DRAINS FOR FURNACES & HOT WATER TANKS.
6. STACKED W/D PER OWNER SELECTION.
7. FOR NEW FURNACES AND HOT WATER TANKS SEE HVAC PLANS.

BATHROOM KEYNOTES:

1. WOOD VANITY & STONE TOP FINISH PER OWNER SELECTION.
2. PLUMBING FIXTURES PER OWNER SELECTION.
3. INSTALL TILE FLOOR & TUB / SHOWER AREA SURROUNDS PER OWNER SELECTION.
4. INSULATE PLUMBING ON EXTERIOR WALL WITH 1" PIPE INSULATION.
5. INSTALL TEMPERED GLASS SHOWER ENCLOSURE.



2 Proposed Floor Layout (Level-1)
1/4" = 1'-0"



1 Proposed Floor Layout (Basement Level)
1/4" = 1'-0"

NOTE:
ALL DIMENSIONS TO EXIT. BUILDING ELEMENTS ARE APPROXIMATED. GENERAL CONTRACTOR VERIFY IN FIELD ALL DIMENSIONS (TYP.)

Architects
Cruz Designs Consultants
Designers

Design Firm Architect License No. 184.008136-0001

ARCHITECTS-CONSULTANTS
2841 WEST ARMITAGE AVE.
CHICAGO ILLINOIS 60647
PH 312.714.0765
Email: mgcarchitect7@gmail.com

Mario G. Cruz
ARCHITECT

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CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION AND NOTIFY ARCHITECT INMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

ARCHITECT'S STATEMENT:

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, COMPLY WITH THE CITY OF PALATINE BUILDING CODE AND ZONING ORDINANCES.

LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC
Drawn By: SP

PROJECT MANAGER: MC
PROJECT NUMBER: 01202025

No.	Description	Date

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

Proposed Floor Layouts

Sheet Number:

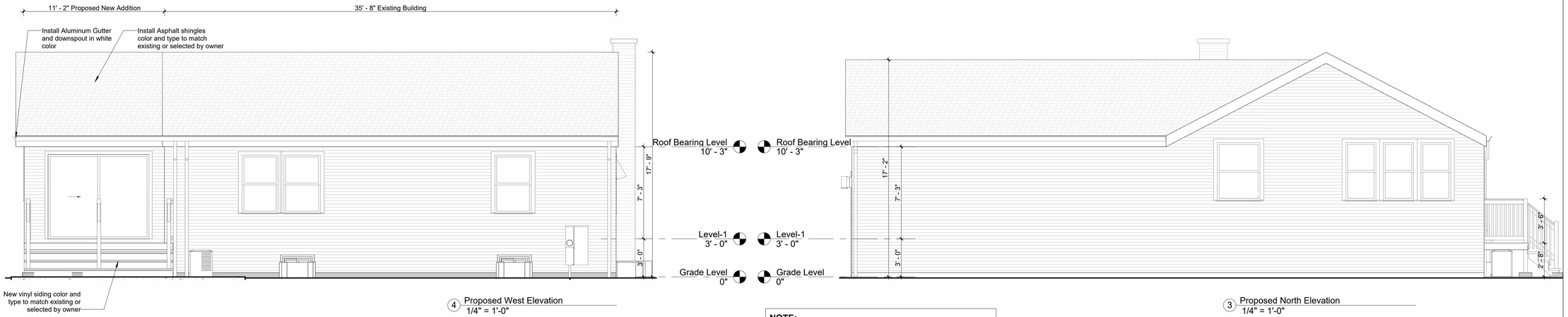
A-100

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)

2/21/2025 4:48:16 PM

6 Conceptual Exterior View-3

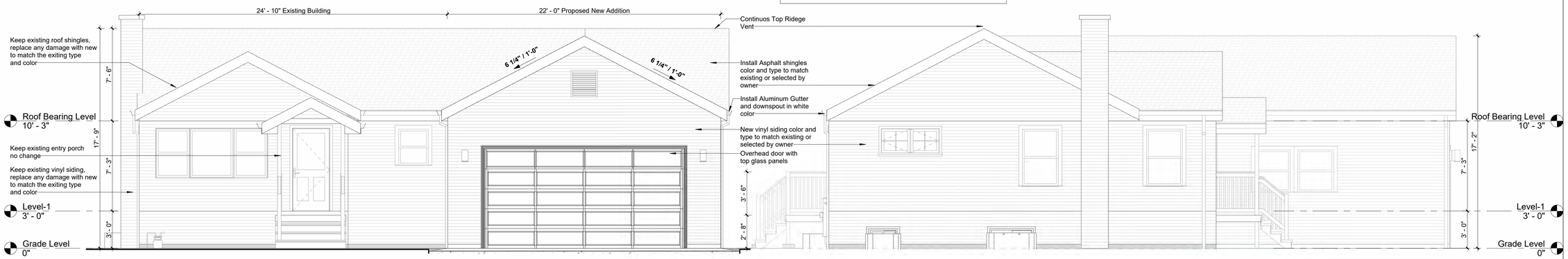
5 Conceptual Exterior View-2



4 Proposed West Elevation
1/4" = 1'-0"

3 Proposed North Elevation
1/4" = 1'-0"

NOTE:
Finish Siding, Shingles Color & Type Selected by owner



2 Proposed East Elevation
1/4" = 1'-0"

1 Proposed South Elevation
1/4" = 1'-0"

NOTE:
ALL DIMENSIONS TO EXIT. BUILDING ELEMENTS ARE APPROXIMATED. GENERAL CONTRACTOR VERIFY IN FIELD ALL DIMENSIONS (TYP.)

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Mario G. Cruz
ARCHITECT

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LICENSED ARCHITECT
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-30-2026

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January 2025

Design By: MC
Drawn By: SP

PROJECT MANAGER: MC
PROJECT NUMBER: 01202025

No.	Description	Date

204 S. ASHLAND AVE.

Palatine Illinois

Sheet Title:

Proposed Elevations

Sheet Number:

A-200

Attachment: EXHIBIT - Architectural Plans (204 S Ashland Ave - SU setbacks)
1/21/2025 4:48:27 PM

VILLAGE OF PALATINE

VILLAGE OF PALATINE
Planning and Zoning Commission

SCHEDULED 04/22/25 07:00 PM

STAFF REPORT (ID # 9747)

204 S Ashland Avenue

TO: Palatine Planning and Zoning Commission
Jan Wood, Chair

FROM: Lyn Bremanis

PETITIONER: Michael Fragakis

PLAN NUMBER: SU-000160-2025

BACKGROUND:

The Subject Property is zoned R-2 Single Family Residential and is approximately 7,462 square feet. The property currently consists of a single-family residence and a detached garage in the rear yard. The structure is currently existing non-conforming, with a side yard setback of 0.9 feet from the southern side lot line and, in addition to the R-2 setbacks, the property has a 40-foot front yard building line.

The Petitioner is proposing to build an addition, which encroaches into the minimum required front and side yard setbacks. Therefore, the Petitioner is requesting the following:

> **Special Use to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet and approximately 3 feet from the side yard to the north instead of the minimum required 5 feet.**

Surrounding Zoning/Uses:

North:	R-2 Single Family Residential
South:	B-2 General Business District
East:	R-2 Single Family Residential
West:	B-2 General Business District

KEY ISSUES:

- The Petitioner is proposing to demolish the existing detached garage and construct a small one-story addition (approximately 277 square feet) and an attached 2-car garage of approximately 550 square feet. For reference, the

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

existing detached garage maintains a 2.39-foot setback along the north side of the property. The proposed attached garage provides a side yard setback to 3.39 feet. However, the width of the encroachment would increase from approximately 20 feet to 50 feet.

- Based on Staff's review of the Subject Property, the required setbacks and lot configuration restrict the property, such that any addition to the front or side of the primary structure, inclusive of an attached garage, would require zoning relief.
- The proposed plans meet both building and coverage requirements at 24% and 35.5%.

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

STAFF RECOMMENDATION:

The Petitioner proposes to construct an addition to the side and front of the existing residence. The Subject Property is located on an irregularly shaped lot, which, based upon the proposed plans, necessitates front yard setback relief to accommodate a two-car attached garage. Additionally, the existing side yard setback is limited, posing challenges for any significant addition.

The subject and surrounding lots in the subdivision all have a privately recorded 40-foot building line from the front property line, compared to the minimum R-2 district required 30-foot front yard setback. The proposed 19-foot encroachment (resulting in a 21-foot setback from the front lot line) into the required 40-foot setback is substantial and generally inconsistent with the character of the surrounding neighborhood. However, this property is uniquely situated at the end of the street and directly adjacent to a commercial property, which maintains an approximately 20-foot setback.

Therefore, Staff recommends action at the discretion of the proposed Special use. If the Planning and Zoning Commission recommends approval, Staff recommends the following conditions:

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by Mario Cruz, architect dated 03/21/2025, except as such plans may be changed to conform to the Village's Codes and Ordinances.

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

2. If required by the Village Attorney, the Petitioners shall submit a hold harmless letter, in a manner acceptable to the Village Attorney, for the encroachment into the privately recorded building line.

ATTACHMENTS:

- Aerial Map
- Application
- Plat of Survey
- Architectural Plans
- Public Notice

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

GISConsortium

204 S Ashland Avenue

0 100 200 ft

Print Date: 4/14/2025

Notes

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

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

VILLAGE OF PALATINE

SPECIAL USE APPLICATION

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

Petitioner Name

Michael Fragakis

Business Name (if applicable)

Subject Property Address

204 S Ashland Avenue

Please provide a description of your proposed request:

Special Use to permit an addition to be set back 21.70 feet from the front lot line, instead of the minimum required 40 feet. (building line).

Petitioner Justification

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

That use deemed necessary for the public convenience at that location. Explain:

The current location of the existing car garage is limited to accommodate a two-car garage. In addition to that, my clients need to have an attached garage to provide direct access into the house, especially due to weather conditions

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

The current location of the existing car garage is limited to accommodate a two-car garage. In addition to that, my clients need to have an attached garage to provide direct access into the house, especially due to weather conditions

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

The new front and side addition is proposed to be 3.39 feet from the property line and approximately 12 feet from the neighboring structure on the north side, resulting in a total distance of approximately 15.39 feet from structure to structure.

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

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

With respect to front yard fencing and fencing in a rear yard/side yard abutting a street, the following additional standards must be met:

a. Will meet the following aesthetic criteria:

i. Will not destroy existing vistas in the area;

ii. Will enhance the appearance of the homes and the streets in the area; and

iii. Will not detract from the overall appearance of the community; or

b. The fencing is found to be necessary to protect private property or the safety of the inhabitants of the property.

N/A

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

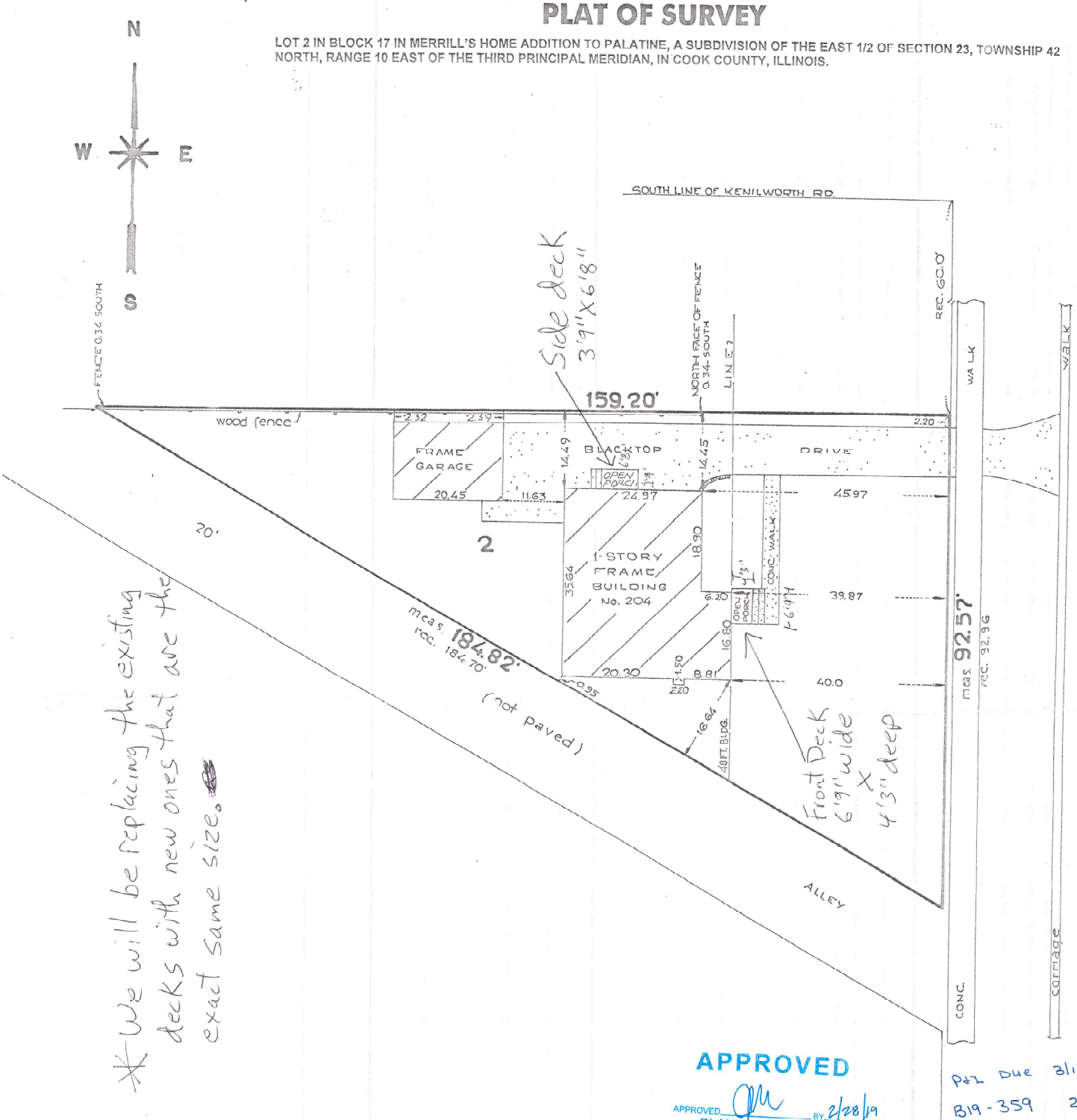
315 S. NORTHWEST HIGHWAY
SUITE 50
PARK RIDGE, IL 60068

PHONE: (847) 823-9500
FAX: (847) 823-9502

CERTIFIED SURVEY, INC.

PLAT OF SURVEY

LOT 2 IN BLOCK 17 IN MERRILL'S HOME ADDITION TO PALATINE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



* We will be replacing the existing decks with new ones that are the exact same size.

APPROVED
APPROVED BY 2/28/19
PLANNING & ZONING

Ptz Due 3/1/19
B19-359 204 S.

RECEIVED
FEB 26 2019
VILLAGE OF PALATINE

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPOR ANY DIFFERENCE

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER NO 060580

SCALE: 0' 16' 32' FEET

DATE JULY 3, 2006

ORDERED BY ELKA NELSON

DECIMALS OF A FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF

01 = 1/8"	07 = 7/8"	50 = 6"
02 = 1/4"	08 = 1"	58 = 7"
03 = 3/8"	17 = 2"	67 = 8"
04 = 1/2"	25 = 3"	75 = 9"
05 = 5/8"	33 = 4"	83 = 10"
06 = 3/4"	42 = 5"	92 = 11"
		1.00 = 12"

PROFESSIONAL LAND SURVEYOR
JOHN M. MISTURAK
035-003408
PARK RIDGE ILLINOIS
STATE OF ILLINOIS

STATE OF ILLINOIS } SS
COUNTY OF COOK }

THIS PROFESSIONAL SERVICE CONFORMS THE CURRENT ILLINOIS MINIMUM STANDARI FOR A BOUNDARY SURVEY. MONUMEN NOT SET PER REQUEST OF CLIENT

WE, CERTIFIED SURVEY CO DO HEREBY CERTIFY THAT WE HAV SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PL/ HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVI

PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVE

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

204 S. ASHLAND AVE. PALATINE IL 60074

COOK COUNTY

PIN: 02-23-213-010-0000

For Review by the Village of Palatine

Zoning: R-2

- Zoning Description: Single Family
- Zoning Document: View
- Point of Contact: Planning and Zoning (847) 359-9042

Zoning Category Residential Districts

- Front Yard Setback: 30 Feet
- Side Yard Setback: Interior Lots : 67+ feet wide - 10 feet, 67- feet wide 5 feet; Side abutting state of county highway 30 feet
- Rear Yard Setback: 40 Feet
- Minimum Lot Area: Platted After January 12, 1958: Interior 9000 square feet; corner 10,000 square feet, On or before January 12, 1958: 5400 square feet
- Max Building Height: 2 1/2 Stories, not to exceed 30 feet to midpoint and not to exceed a maximum peak height of 36 feet
- Max Lot Coverage: Building coverage: 35%; Lot coverage: 45%; All other uses: 30%
- Minimum Lot Width: Platted After January 12, 1958: Interior - 75 Feet; Corner - 85 Feet. Platted on or before January 12, 1958: 50 feet

ZONING DATA:

- Lot Area: 7,462 s.f.
- Actual Building Area =

Total Area Schedule

Level	Area
Level 1	996 SF
Level 1	277 SF
Grand total: 2	1273 SF

-Current & Proposed Building Height: 17'-0" to the Highest Point to the Roof

-Proposed Building Coverage including Attached Garage: 24% < 35%

-Proposed Lot Coverage: 36% < 45%

Site Areas Coverage

Name	Area	Percentage
Coverage Area		
Garage	550 SF	7%
Existing Building	996 SF	13%
Paved Area	162 SF	2%
Paved Area	215 SF	3%
New Addition	277 SF	4%
Driveway	477 SF	6%
	2677 SF	36%
	2677 SF	36%
Open Space		
Open Space	4370 SF	59%
Open Space	415 SF	6%
	4785 SF	64%
	4785 SF	64%
	7462 SF	100%

Setbacks

Location	Required	Existing	Proposed
Front (East)	30,0'	38,87'	21,70'
Rear (West)	25,0'	67,53'	67,53'
Side (South)	10,0'	0,95'	0,95' (Existing)
Side (North)	10,0'	14,45'	3,39'

CLASSIFICATION OF BUILDING BY BUILDING TYPE:

TYPE V-A

CLASSIFICATION OF BUILDING BY OCCUPANCY:

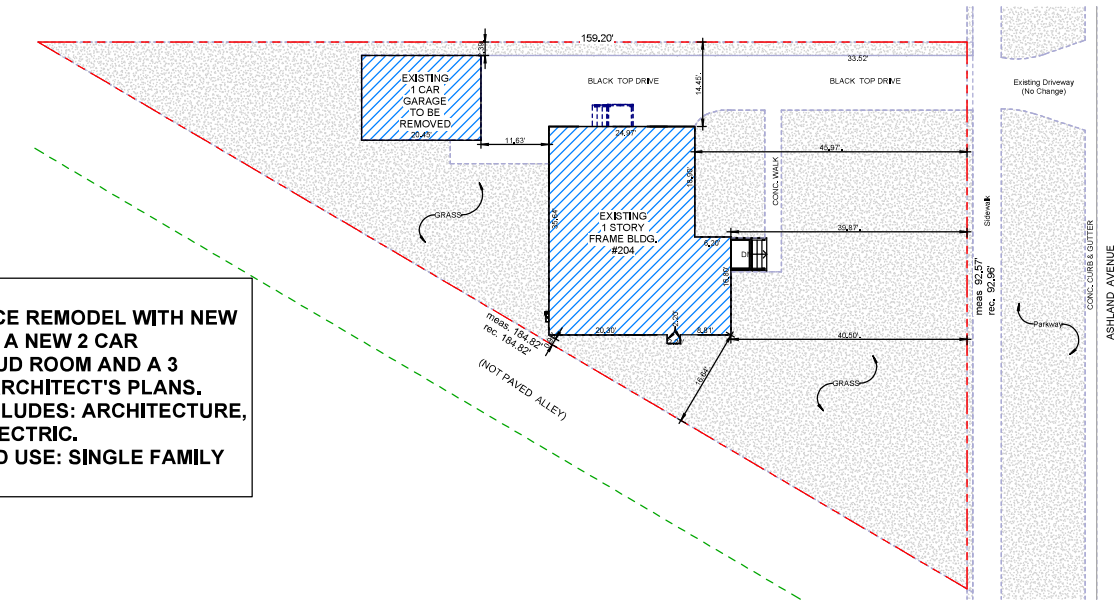
CLASS R-3, RESIDENTIAL UNITS

DRAWING INDEX

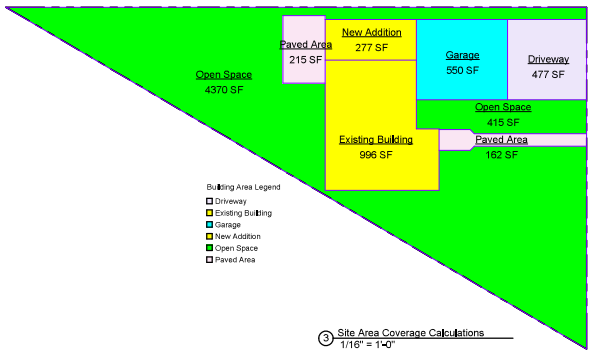
Sheet Number	Sheet Name
CS-100	Cover Page & Site Plan
CS-101	General Demolition & Structural Notes
CS-100.1	Conceptual Exterior Views (For Reference Only)
D-100	Existing Floor Layouts (Demo-Plans)
D-101	Existing Elevations
A-100	Proposed Floor Layouts
A-101	Partition Walls & Windows Schedule
A-102	Door Schedule & Details
A-103	Framing Floor Layouts
A-104	Framing Details
A-105	Proposed Garage Floor Layout & Elevations
A-200	Proposed Elevations
A-300	Building Sections
P-100	Plumbing Symbols & Notes
P-101	Plumbing Water Riser and Waste Riser Diagrams
M-100	HVAC & Refrigeration Information
M-101	Heat Loss, Light & Vent Calculation Schedules
M-102	HVAC Floor Layouts
E-100	Electrical Notes & Electric Riser Diagram
E-101	Electrical Floor Layouts

SCOPE OF WORK:

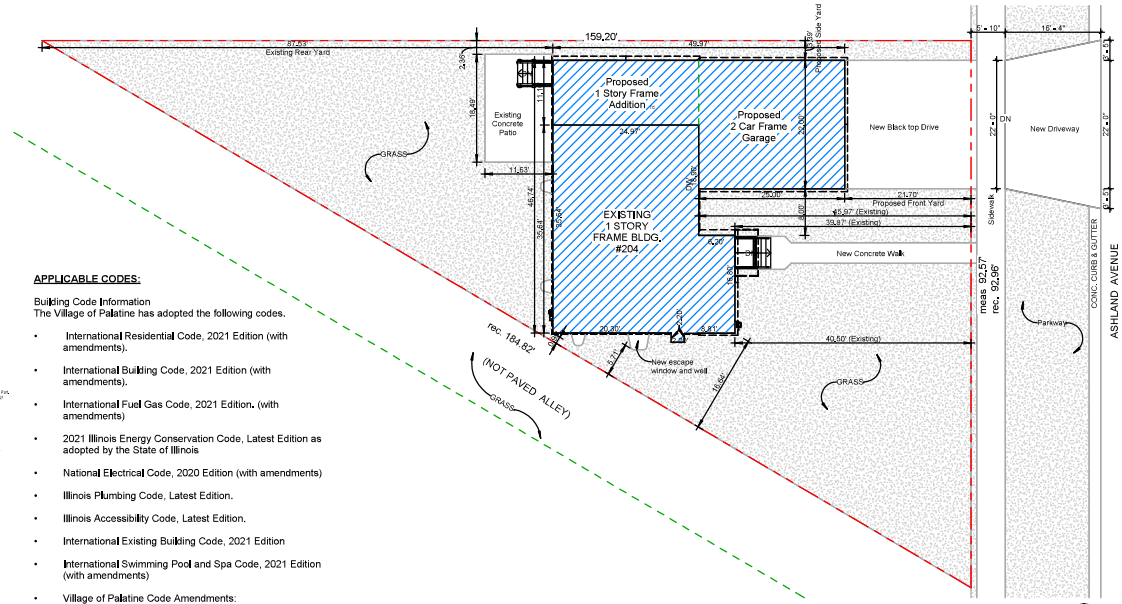
SINGLE FAMILY RESIDENCE REMODEL WITH NEW FRAME ADDITION TO ADD A NEW 2 CAR ATTACHED GARAGE, A MUD ROOM AND A 3 SEASON ROOM, AS PER ARCHITECT'S PLANS.
THE SCOPE OF WORK INCLUDES: ARCHITECTURE, PLUMBING, HVAC AND ELECTRIC.
CURRENT AND PROPOSED USE: SINGLE FAMILY RESIDENCE



② Existing Site Plan
1" = 10'-0"

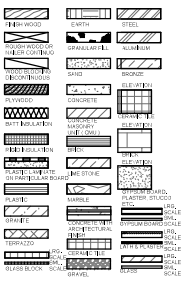


③ Site Area Coverage Calculations
1/16" = 1'-0"

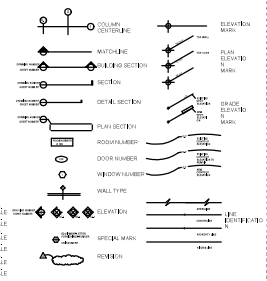


① Proposed Site Plan
1" = 10'-0"

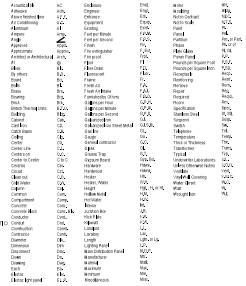
MATERIALS LEGEND



SYMBOLS LEGEND



ABBREVIATIONS



APPLICABLE CODES:

Building Code Information
The Village of Palatine has adopted the following codes.

- International Residential Code, 2021 Edition (with amendments).
- International Building Code, 2021 Edition (with amendments).
- International Fuel Gas Code, 2021 Edition. (with amendments)
- 2021 Illinois Energy Conservation Code, Latest Edition as adopted by the State of Illinois
- National Electrical Code, 2020 Edition (with amendments)
- Illinois Plumbing Code, Latest Edition.
- Illinois Accessibility Code, Latest Edition.
- International Existing Building Code, 2021 Edition
- International Swimming Pool and Spa Code, 2021 Edition (with amendments)
- Village of Palatine Code Amendments:
  Building Code: Chapter 6
  Fire Prevention: Chapter 7

NOTE:
ALL DIMENSIONS TO EXIT, BUILDING ELEMENTS ARE APPROXIMATED. GENERAL CONTRACTOR VERIFY IN FIELD ALL DIMENSIONS (TYP.)

Architects Cruz Designs Co
Designers

Design Firm Architect Lic No. 184.008136-0001

ARCHITECTS-CONSULTANTS
2841 WEST ARMITAGE AVE.
CHICAGO ILLINOIS
PH 312.714.0765
Email: mgcarchitect7@gmail.

Mario G. Cru
ARCHITECT

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ILLINOIS REGISTERED
MARIO G. CRUZ
001-023446
STATE OF ILLINOIS

EXP. DATE 11-

LICENSURE SEAL AND SIGNATURE

MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date: January, 2025

Design By: MC PROJECT MANAGER
Drawn By: SP PROJECT NUMBER

No.	Description	
1	For Review by the Village of Palatine	02-

204 S. ASHLANI AVE.

Palatine Illin

Sheet Title:

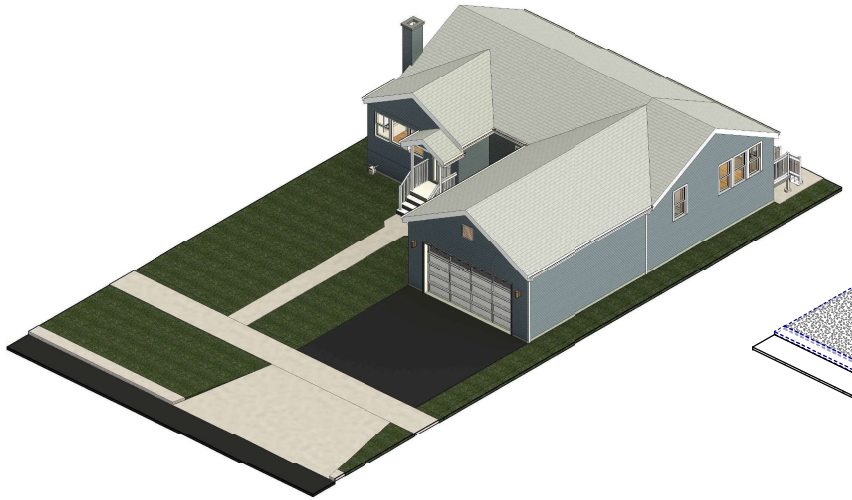
Cover Page & Plan

Sheet Number:

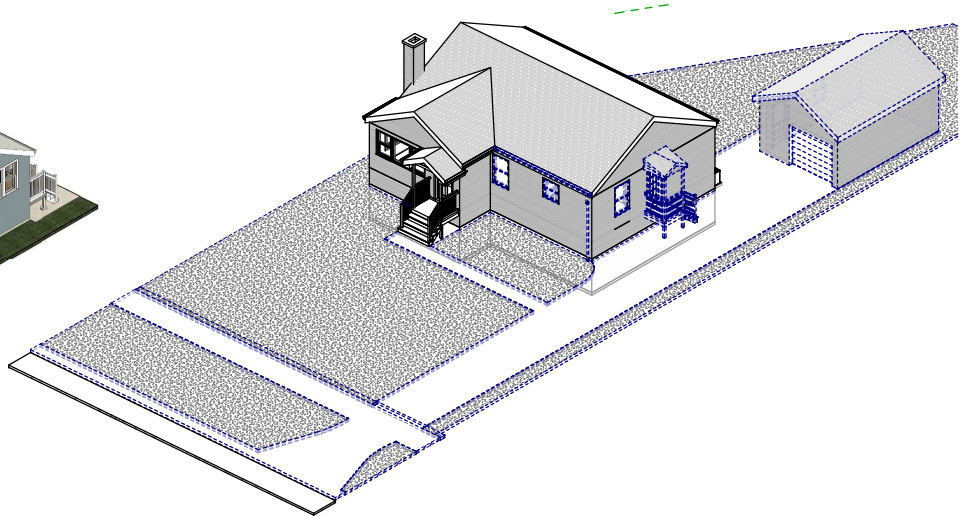
CS-10

2/6/2025 1:43:22 PM

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU



2 Proposed Conceptual View



1 Existing Conceptual View-1

NOTE:
ALL DIMENSIONS TO EXIT, BUILDING ELEMENTS ARE APPROXIMATED. GENERAL CONTRACTOR VERIFY IN FIELD ALL DIMENSIONS (TYP.)

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001-023446
STATE OF ILLINOIS

EXP. DATE 11-

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MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date January, 2025

Design By: MC PROJECT MANAGER
Drawn By: SP PROJECT NUMBER

No.	Description

204 S. ASHLAND AVE.

Palatine Illin

Sheet Title:

Conceptua
Exterior Viev
(For Referen
Only)

Sheet Number:

CS-100

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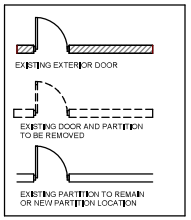
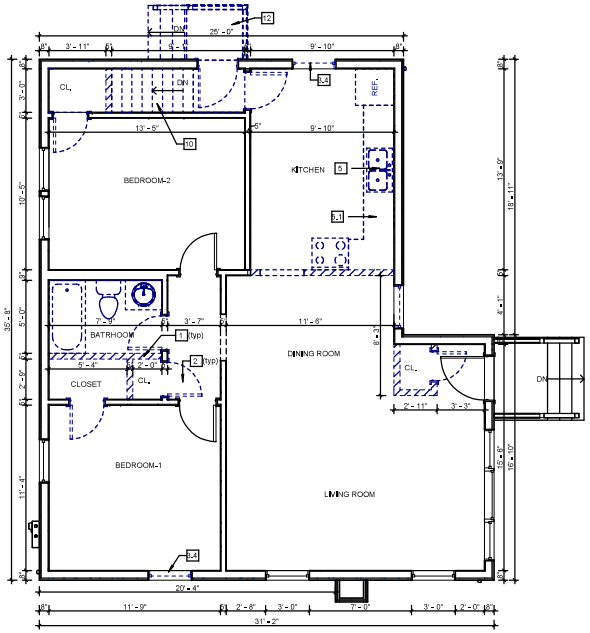
Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU

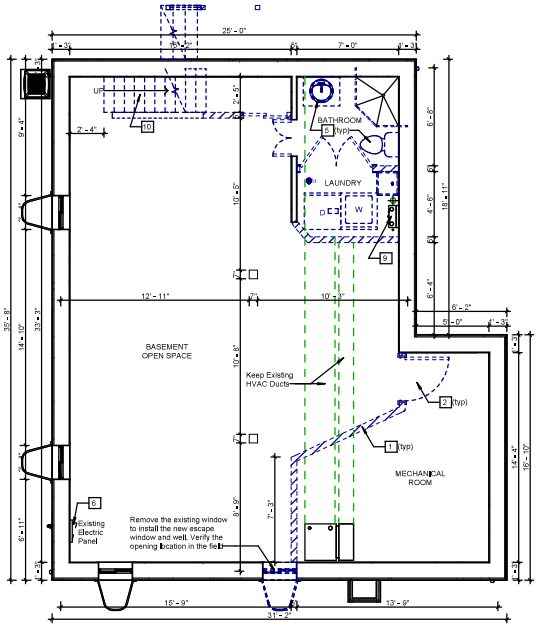


General Legend:

1. Existing Walls to be removed in its entirety including but not limited to anchors, clips, bolts, etc. Cap all utilities, if elect. outlets/receptacles are encountered they shall be capped and wires to be pulled to panel box as required, patch floor and existing adjacent partitions as required to match adjacent surfaces.
1.1 Existing furring, plaster and lath to be removed.
2. Remove existing door, frame, and associated hardware.
3. Remove existing window & Replace w/new window
3.1 Remove existing window or door, fill opening with Glass Block, masonry or framing system, color and type of material match the existing.
3.2 Remove existing window/door, new small window will be installed and fill different of opening size w/ masonry brick, color and type match the existing.
3.3 Replace existing window/Door and make wall opening bigger for new window or new door.
3.4 Remove existing window
4. Remove existing furrins, gyp. bd. & wall finish from existing.
4.1 Remove existing masonry or framing wall for new window or door opening.
4.2 Remove Exist. Floor Joist System to acomodate a new staircase
5. Remove existing plumbing fixtures and associated pipings, cap as required.
5.1 Remove existing kitchen cabinets & countertops.
6. Electrical panel to remove.
7. Revised existing water service new service will be determine by DOB.
8. Remove existing furnace and ductwork.
9. Remove existing hot water tanks, and all relating piping.
10. Remove existing Stair.
10.1 Remove existing Conc. Landing & Stair.
11. Remove existing gas meter, cut and cap piping as required, New metters will be installed outside the bldg, coordinate exact location in field.
12. Remove existing porch and stairs.
13. Remove existing Water Heater and related piping.
14. Remove existing railing.
15. Remove existing columns or pier, shoring will be required and remove after new wall partitions or floor will be installed.
16. Replace existing concrete slab in basement and sidewalk areas
17. Remove existing Chimney
18. Remove existing Columns, Beams; shore up, framing until new framing system will be installed
19. Remove existing Floor system, New will be installed
20. Remove existing Roof



2 Existing Floor Layout (Level-1)
1/4" = 1'-0"



1 Existing Floor Layout (Basement Level)
1/4" = 1'-0"

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001-023446
STATE OF ILLINOIS

EXP. DATE 11-

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MARIO G. CRUZ ILLINOIS LIC.#001-023446
Date: January, 2025
Design By: MC
Drawn By: SP
PROJECT MANAGER
PROJECT NUMBER

No.	Description

204 S. ASHLAND AVE.
Palatine Illin

Sheet Title:
Existing Flo Layouts (Demo-Plan

Sheet Number:
D-10(

2/6/2025 1:43:42 PM

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU

General Legend:

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26. Remove existing Chimney
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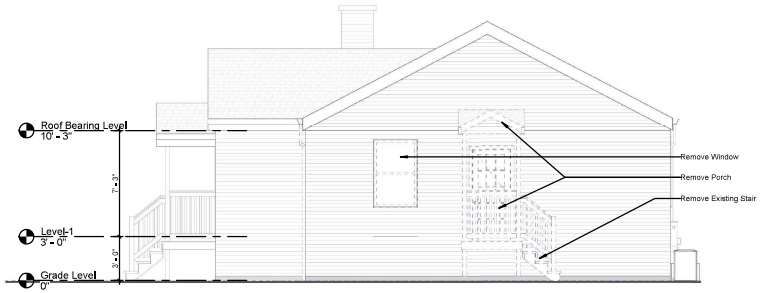
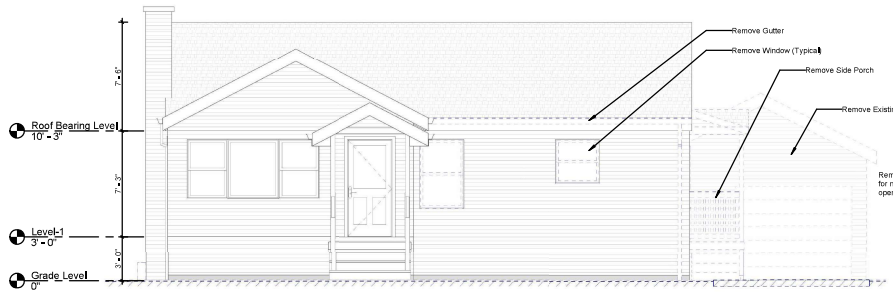
28. Remove existing Floor system. New will be installed
29. Remove existing Roof

4 Existing West Elevation
1/4" = 1'-0"



3 Existing North Elevation
1/4" = 1'-0"



2 Existing East Elevation
1/4" = 1'-0"

1 Existing South Elevation
1/4" = 1'-0"

NOTE:
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001-023446
STATE OF ILLINOIS

EXP. DATE 11-

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MARIO G. CRUZ ILLINOIS LIC.#001-023446

Date: January, 2025

Design By: MC PROJECT MANAGER
Drawn By: SP PROJECT NUMBER

No.	Description

204 S.
ASHLAN
AVE.

Palatine Illin

Sheet Title:

Existing Elevat

Sheet Number:

D-101

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU

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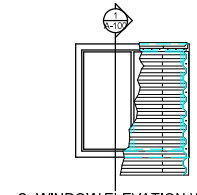
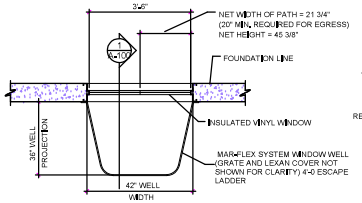
EGRESS WINDOWS AND WINDOW WELLS NOTES:

1. EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE EMERGENCY AND RESCUE OPENING.
2. WHERE EMERGENCY ESCAPE AND RESCUE OPENINGS ARE PROVIDED THEY SHALL HAVE A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR.
3. ALL COMPONENTS AND MATERIAL FROM WHICH THE WINDOW WELL IS CONSTRUCTED SHALL BE CORROSION-RESISTANT.
4. ALL EMERGENCY ESCAPE AND WINDOW OPENINGS SHALL HAVE A MIN. NET AREA OPENING OF 5.7 SQUARE FEET.
5. MINIMUM NET CLEAR HEIGHT EQUALS 42" AND MINIMUM NET CLEAR WIDTH EQUALS 20 INCHES.
6. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS OR TOOLS OR SPECIAL KNOWLEDGE. SECTION R301 OF THE 2009 INTERNATIONAL RESIDENTIAL CODE.
7. WINDOW WELLS MUST BE MADE OF RUST RESISTANT METAL.
8. THE MINIMUM HORIZONTAL AREA OF THE WINDOW WELL SHALL BE 9 SQUARE FEET WITH A MINIMUM HORIZONTAL PROJECTION AND WIDTH OF 36".
9. CONTRACTOR TO VERIFY WITH WINDOW MANUFACTURER EMERGENCY ESCAPE OPENING COMPLIANCE.

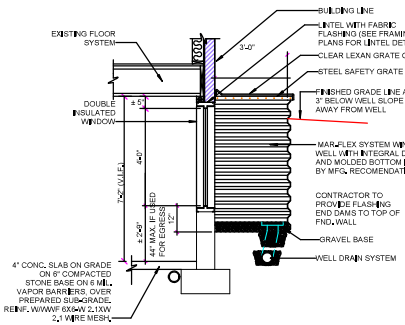


C WINDOW ELEVATION WITH WELL



B PLAN VIEW WINDOW WELL

36" PROJECTION REQUIRED FOR EGRESS



3 A-100 TYPICAL WALL SECTION THRU. WINDOW WELL

GENERAL KEYNOTES:

1. INSTALL SMOKE/ CARBON MONOXIDE DETECTORS 15'-0" MAX. FROM ALL SLEEPING ROOMS.
2. CASEWORK PER OWNER SELECTION.
3. 1 Hr. CEILING FIRE RATED UL Des L517, & L518
4. CLOSETS CASEWORK PER OWNER SELECTION.

KITCHEN KEYNOTES:

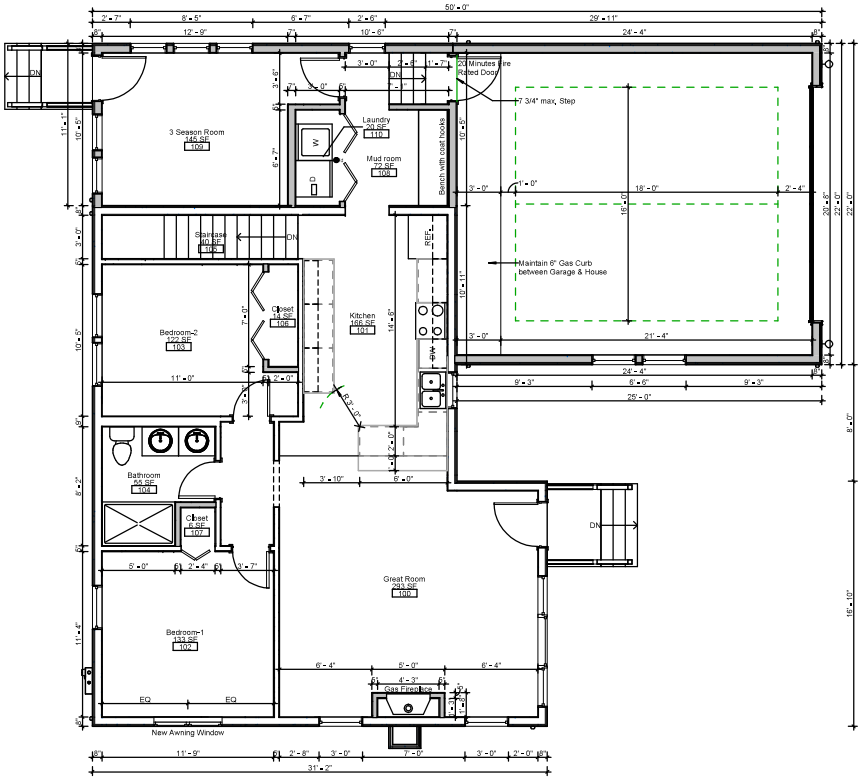
1. APPLIANCES BY WHIRLPOOL OR OWNER SELECTION.
2. STONE COUNTER & WOOD BASE CABINETRY PER OWNER SELECTION.
3. TILED BACKSPLASH PER OWNER SELECTION.
4. STAINLESS UNDERMOUNT SINK PER OWNER SELECTION.
5. INSTALL 1" MIN. FILLER PANEL @ WALLS.
6. INSTALL GAS LINE AT STOVE.
7. 12" OVERHANG - SUPPORT AS REQUIRED.
8. PROVIDE FINISH END PANEL AT ALL EXPOSED CABINETS.
9. INSTALL EXHAUST DUCT VENT TO EXTERIOR FOR MICROWAVE FAN.
10. INSTALL FINISH END PANEL AT ALL EXPOSED CABINETS.
11. INSTALL GARBAGE DISPOSAL AT SINKS.

UTILITY KEYNOTES:

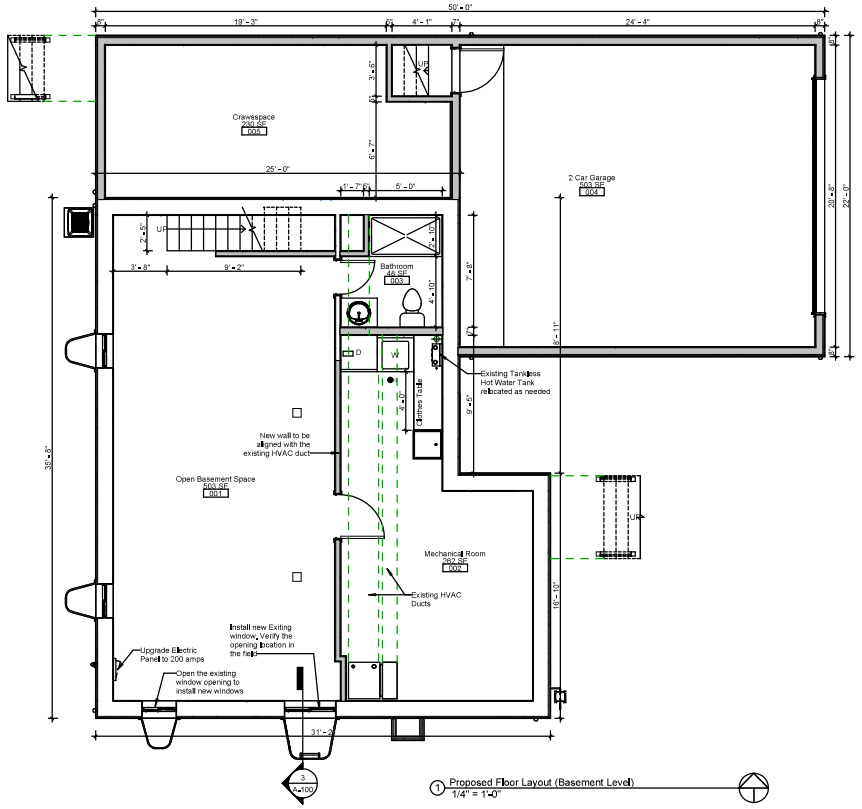
1. INSTALL GAS LINE FOR FURNACE.
2. INSTALL ELECTRIC HEATERS.
3. TILE FLOOR AT MECH. AND UTILITY ROOMS.
4. INSTALL DRIP PANS AT WASHERS / DRYERS.
5. INSTALL DRIP PLANS AND FLOOR DRAINS FOR FURNACES & HOT WATER TANKS.
6. STACKED W/D PER OWNER SELECTION.
7. FOR NEW FURNACES AND HOT WATER TANKS SEE HVAC PLANS.

BATHROOM KEYNOTES:

1. WOOD VANITY & STONE TOP FINISH PER OWNER SELECTION.
2. PLUMBING FIXTURES PER OWNER SELECTION.
3. INSTALL TILE FLOOR & TUB / SHOWER AREA SURROUNDS PER OWNER SELECTION.
4. INSULATE PLUMBING ON EXTERIOR WALL WITH 1" PIPE INSULATION.
5. INSTALL TEMPERED GLASS SHOWER ENCLOSURE.



2 Proposed Floor Layout (Level-1)
1/4" = 1'-0"



1 Proposed Floor Layout (Basement Level)
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001-023446
STATE OF ILLINOIS

EXP. DATE 11

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MARIO G. CRUZ ILLINOIS LIC.#001-023446
Date January, 2025
Design By: MC PROJECT MANAGER
Drawn By: SP PROJECT NUMBER

No.	Description

204 S. ASHLAND AVE.

Palatine Illin

Sheet Title:
Proposed Fl Layouts

Sheet Number:
A-100

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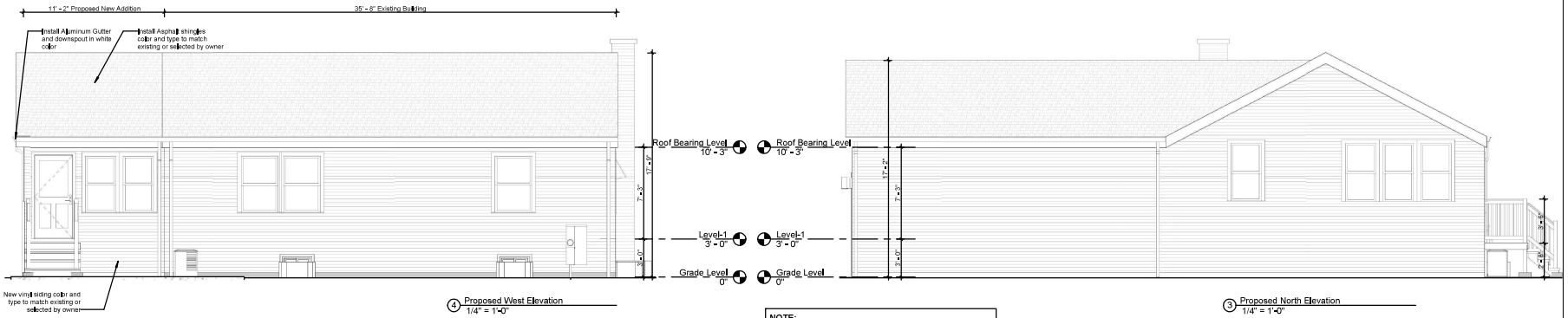
Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU

6 Conceptual Exterior View-3

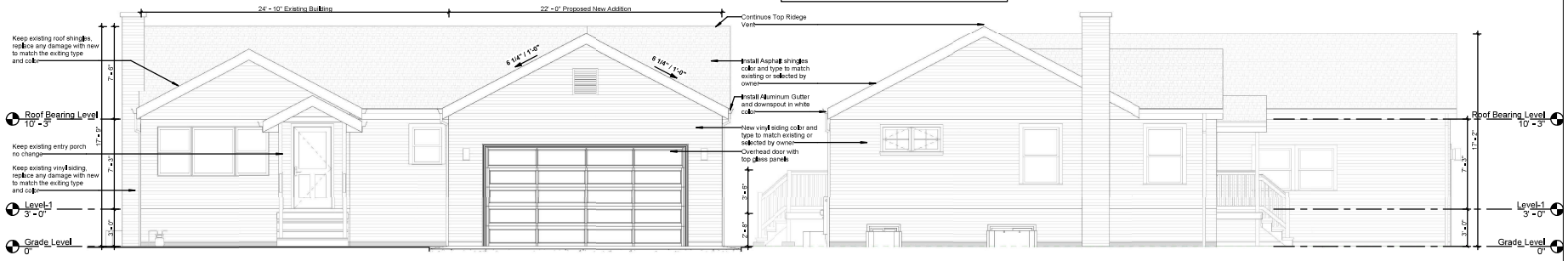
5 Conceptual Exterior View-2



4 Proposed West Elevation
1/4" = 1'-0"

3 Proposed North Elevation
1/4" = 1'-0"

NOTE:
Finish Siding, Shingles Color & Type Selected by owner



2 Proposed East Elevation
1/4" = 1'-0"

1 Proposed South Elevation
1/4" = 1'-0"

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EXP. DATE 11-

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MARIO G. CRUZ ILLINOIS LIC.001-023446

Date January, 2025

Design By: MC PROJECT MANAGER
Drawn By: SP PROJECT NUMBER

No.	Description

204 S. ASHLAND AVE.

Palatine Illin

Sheet Title:

Proposed Elevations

Sheet Number:

A-200

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Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU

CERTIFICATE OF PUBLICATION

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

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

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

(Village) (Town) (City) (Township) of PALATINE 204 S. ASHLAND AVE.

(●) ( ) ( ) ( )

County of COOK

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

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 3RD day of APRIL, A.D. 20 25, and the last publication thereof was made on the 3RD day of APRIL, A.D. 20 25.

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

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

"OFFICIAL SEAL"
MARY ALICE WENZL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/15/2025

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 3RD day of APRIL A.D., 20 25.

By Todd Wessel

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 3RD day of APRIL A.D., 20 25.

My commission expires the 15TH day of JULY A.D., 20 25.

Attachment: Planning and Zoning Commission materials - 4-22-25 meeting (204 S Ashland Ave - SU setbacks)

2. 204 S Ashland Avenue **- Recommend To Approve**

SU-000160-2025 - 204 S Ashland Avenue

Chair Wood introduced the Petition for 204 S. Ashland Avenue. Notice was published in the Journal & Topics on April 3, 2025 and mailed to the owners of the surrounding properties.

Petitioner's Exhibits:

1. **Application**
2. **Proof of Ownership**
3. **Plat of Survey**
4. **Architectural Plans**
5. **Public Notice**

Background:

Ms. Bremanis summarized the underlying property characteristics and the proposed improvements necessitating zoning relief for the proposed addition. The Subject Property is zoned R-2 Single Family Residential and is approximately 7,462 square feet. The property currently consists of a single-family residence and a detached garage in the rear yard. The structure is currently existing non-conforming, with a side yard setback of 0.9 feet from the southern side lot line and, in addition to the R-2 setbacks, the property has a 40-foot front yard building line.

The Petitioner is proposing to build an addition, which encroaches into the minimum required front and side yard setbacks. Therefore, the Petitioner is requesting a
Special Use to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet and approximately 3 feet from the side yard to the south instead of the minimum required 5 feet.

Sworn in petitioner: Mario Cruz - Architect of Record - 2050 Division Street, Chicago, IL; Michael Fragakis - 204 S. Ashland Avenue

Mr. Cruz introduced the project and proposed addition. The proposed addition includes a new 2-car garage, three-season room, laundry, and a new mudroom. The proposed addition is intended to improve the functionality of the home, while at the same time maintaining aesthetic integrity of the home and surrounding properties.

Mr. Cruz noted the irregular lot size and its impact on the overall proposed design and the Special Use application for setback reductions from the front yard and interior side yard of the Subject Property.

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

Chair Wood asked the Petition to clarify that there are no business activities ongoing within the home.

Mr. Fragakis clarified that he was uncertain as the any business reference in the application materials, but there are no business activities associated with the property.

Commissioner Fedota inquired about the stairway or a stoop in the proposed addition. Mr. Cruz indicated that there is a staircase in the garage for access to the mudroom. Commissioner Friedman clarified that the demolition plan depicted the transition from finish floor to grade. Mr. Fragakis indicated that it was about 3 steps.

Chair Wood inquired as to how long the Petitioner has resided in the home. Mr. Fragakis indicated 19 years. Chair Wood also inquired as to whether the Petitioner had discussed the proposal with any of their neighbors. Mr. Fragakis indicated that one of the neighbors inquired and that his wife has also discussed with other neighbors in the area.

Chair Wood inquired as to the approximate date of platting and the timing of the privately recorded building lines. Ms. Bremanis indicated that these lots were platted in approximately the 1940's and clarified some of the existing setbacks in the area.

Mr. Fragakis clarified that a purpose of this is to attached the garage and reduce the stair use for laundry with the mudroom.

Commissioner Kolososki asked if there is an existing basement in the home and if one is proposed for the building addition. Mr. Fragaikis confirmed that the existing home has a basement, but the proposed addition will be over a crawl space.

Commissioner Friedman inquired about the height of the garage and roofline. Mr. Fragakis and Mr. Cruz indicated that the roofline is intended to match the roofline of the existing home. Mr. Fragakis also noted that the side yard setback is proposed to be one foot increase from the existing garage.

Commissioner Bettenhausen asked if the existing fence was intended to remain along the northern property line. Mr. Fragakis indicated that approximately 10 feet of the existing fencing would be removed and also noted that the utility location on the north side of the property between the porch and garage impacted the proposed addition and setback on the north side of the property.

Commissioner Fedota inquired as to whether they spoke to the neighbors to the north at 202. Mr. Fragakis indicated that they had not, but always exchange

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

pleasantries when they see the neighbors, but do not typically see them. He also noted that they would have seen the sign and also received the Village mailing.

Ms. Bremanis clarified that the side yard setback would increase with the proposed, but that there would be an expanse, with the proposed garage addition. She also spoke to the setback of the home at 202 N. Ashland Avenue, which is 10 feet. Ms. Bremanis also noted that the southern portion of the lot is bounded by the commercial properties along Northwest Highway.

Mary Fragakis was sworn in and noted that their vehicles, which presently stay parked in the driveway would be relocated to the garage. Ms. Fragaskis noted the benefit of being able to park the vehicles in the garage.

Discussion about the use and view from the front deck of the property to the north.

Mr. and Mrs. Fragakis also noted that the property to the north also maintained a deck in the rear of the property and that they did not observe the property owners using the deck.

Commissioner Friedman inquired as to the room types for the windows directly adjacent to the proposed addition. The Petitioners indicated that the directly adjacent rooms were an office and front room.

Commissioner Kavanaugh inquired as to the subject lot size of 7,500 SF, house size (proposed 1,300 SF), and proposed coverage. Ms. Bremanis indicated that the lot size is unique to the subject lot and smaller for the area. There is a similar triangularly shaped lot across the street, but the remaining lots in the subdivision are all approximately 9,000 SF.

STAFF RECOMMENDATION:

Ms. Bremanis noted that the Petitioner proposes to construct an addition to the side and front of the existing residence. The Subject Property is located on an irregularly shaped lot, which, based upon the proposed plans, necessitates front yard setback relief to accommodate a two-car attached garage. Additionally, the existing side yard setback is limited, posing challenges for any significant addition.

The subject and surrounding lots in the subdivision all have a privately recorded 40-foot building line from the front property line, compared to the minimum R-2 district required 30-foot front yard setback. The proposed 19-foot encroachment (resulting in a 21-foot setback from the front lot line) into the required 40-foot setback is substantial and generally inconsistent with the character of the surrounding neighborhood. However, this property is uniquely situated at the end

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

of the street and directly adjacent to a commercial property, which maintains an approximately 20-foot setback.

Therefore, Staff recommends action at the discretion of the proposed Special use. If the Planning and Zoning Commission recommends approval, Staff recommends the following conditions:

1. The Special Use shall substantially conform to the Site Plan and Elevations submitted by Mario Cruz, architect dated 03/21/2025, except as such plans may be changed to conform to the Village's Codes and Ordinances.
2. If required by the Village Attorney, the Petitioners shall submit a hold harmless letter, in a manner acceptable to the Village Attorney, for the encroachment into the privately recorded building line.

Commissioner Cavanaugh inquired about the privately recorded building line and hold harmless letter.

Ms. Bremanis explained that this has been required historically by the Village and the proposed condition would represent a cautious approach to such circumstances. Mr. Fedota also noted an HOA's role with regard to the privately recorded line, were there an HOA present, which there is not in this instance.

As there were no other questions for Staff and it recommendation, the Public Hearing was closed.

Commissioner Cavanaugh Made a motion to approve subject staff's conditions; seconded by Commissioner Kolososki.

DISCUSSION:

Commissioner Kolososki recommended that the Petitioners should consider revising the plans to include a few windows on the north side of the property to break up the expanse, but also noted that this is a difficult circumstance, given the lot characteristics.

Commissioner Cavanaugh noted the site plan updated referenced by the architect.

Commissioner Fedota noted that architect's design to meet the clients' need, but also the design also created additional impacts, which is why the Petition is before the Commission. He indicated that he doesn't have a specific concern with the front yard setback, as the home across the street and other appear to be closer.

Commissioner Fedota noted that the property to the north received notice and saw the sign and did not object to the plans and sees the proposed as a solution to a complicated problem.

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

Chair Wood understands the rationale for the garage on a smaller oddly configured lot. She expressed concerns for the view for the property the north and reviewing the proposed relief and trying to measure the impact for the property at 202 Ashland Avenue, with the proposed improvements. Chair Wood also initially discussed the required standards.

Commissioner Friedman indicated his concurrence with the concerns raised and noted that the proposed is a garage addition and not a whole house, but it feels that, given the overall height and perhaps there is an architectural way to lower the height to a more normal level. He also noted the consistency in front yard setbacks in the area and that, the proposed would be in the front yard and the side yard reduction's impact. Both could have a potential impact to the surrounding properties. Also, while the design and floorplan are not necessarily a bad design, it does not feel like a perfect fit in this location.

Commissioner Fedota inquired as to whether shortening the garage by 4 feet, would impact the concerns. Commissioner Friedman indicated that even if the garage were shortened, he still sees the impact and overlap to the property to the north, with the bulk in the front yard.

Commissioner Kolososki agreed that the setback is not ideal, but noted that the other house to the north has a larger side yard setback, with most of the homes in this area having 5-foot side yard setbacks. The larger setback to the north assists the Petitioners' plans. He also noted that the roofline could be lowered.

Commissioner Roth-Wurster noted that the architect implemented the plans and request of the Petitioners and noted that it is less common that the Commission reviews plans where there is an addition to the front of garage. She contemplated about the developer's intention to include a 40-foot building line in this area.

Commissioner Bettenhausen confirmed that the roofline could be lowered, which could lessen the impact to the neighboring property and also could reduce the garage's length. He also noted that larger newer homes are constructed, without specific consideration of the neighboring properties and its views.

Commissioner Kavanaugh confirmed that while the vista could be a concern, there are limits to what the Commission can preserve. He also noted that the neighboring property received notice and the Public Hearing sign was posted, as required.

Chairman Wood summarized that this request has met the standards and was unanimously approved by a vote of 6-2. This item will tentatively go to Village Council on May 12, 2025.

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

RESULT:	**RECOMMEND TO APPROVE [6 TO 2]**
MOVER:	Kevin Cavanaugh, Commissioner
SECONDER:	Robert Kolososki, Commissioner
AYES:	Roth-Wurster, Bettenhausen, Kolososki, Cavanaugh, Fedota, Schubert
NAYS:	Friedman, Wood
ABSENT:	Noonan

Attachment: DRAFT PZC minutes - 4-22-25 (204 S Ashland Ave - SU setbacks)

CERTIFICATE OF PUBLICATION

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

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

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

(Village) (Town) (City) (Township) of PALATINE 204 S. ASHLAND AVE.

(●) ( ) ( ) ( )

County of COOK

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

Further, that the notice, of which the attached is a true copy, was published ONE times in the said newspaper(s), namely once each week for ONE successive week(s) and that the first publication of said notice was made on the 3RD day of APRIL, A.D. 20 25., and the last publication thereof was made on the 3RD day of APRIL, A.D. 20 25.

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

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

"OFFICIAL SEAL"
MARY ALICE WENZL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/15/2025

MAWenzl

IN WITNESS WHEREOF, THE DES PLAINES JOURNAL, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Des Plaines, Illinois this 3RD day of APRIL A.D., 20 25.

By Todd Wessel

President
Title of Corporate Officer

County of Cook
State of Illinois

Subscribed and sworn to before me this 3RD day of APRIL A.D., 20 25.

My commission expires the 15TH day of JULY A.D., 20 25.

Attachment: Public Notice (204 S Ashland Ave - SU setbacks)

Presentation of Video Gaming Establishments

In 2022, the Village Council authorized the creation of a Video Gaming (Class VG) Liquor License, allowing establishments that met the criteria to apply for a VG license with the Village and the State. The VG license was established for a 2-year trial period.

The first establishments received their state approvals and began operation in August 2022 with the 11th establishment coming online in February 2023. The Village Council reviewed the operations of the establishments prior to the 2024/25 liquor license renewal process and based upon no negative impact to public safety or other considered factors, the Council lifted the 2024 sunset provision of the license. The Council additionally requested that all establishments make a presentation prior to the 2025/26 license renewal as to how the revenues have impacted their business and how the funds have been utilized and reinvested into the business.

Under state statute, the profits from video gaming are split up, with the establishments and terminal operators both receiving approximately 33% of the profits. The state collects taxes and administrative fees that totals approximately 30% and the local municipality receives 5%.

Since the first video gaming terminals went live in August 2022 and State data is available through February 2025, the following table summarizes the revenues received in aggregate from video gaming proceeds as well as by establishment.

Establishment	**2022 Revenue**	**2023 Revenue**	**2024 Revenue**	**2025 Revenue**	**Total Since Inception**
Lamplighter's	$69,787	$157,477	$182,662	$31,001	$440,927
JL's	$64,143	$170,369	$197,172	$29,449	$461,133
Donkey Inn	$26,905	$94,767	$139,911	$17,629	$279,212
Alley 64	$21,337	$223,410	$222,407	$34,343	$501,497
Durty Nellie's	$13,862	$72,714	$72,999	$11,389	$170,964
P's and Q's	$12,552	$99,253	$105,499	$21,686	$238,990
Schnell's	$0	$116,666	$93,951	$11,925	$222,542
One Taco	$0	$58,564	$60,698	$11.915	$119,274
TJ O'Brien's	$0	$122,226	$165,117	$22,327	$309,670
Legion	$0	$35,109	$55,404	$11,190	$101,703
Gator's	$0	$73,292	$106,383	$18,188	$197,863
TOTAL	$208,586	$1,223,847	$1,402,203	$209,139	$3,043,775

Note: 2025 Revenue is only available through February 2025

As the Village has requested the establishments to discuss how gaming has benefitted their business, it is appropriate to also address how the small 5% revenue share has benefitted the Village organization and subsequently the community.

The Village received $217,370 in 2024 compared to the establishments $1.4 million. As

part of our 2025 Budget, the Village established the Community Engagement and Planning Division within the Palatine Police Department. While some of this division represented a realignment of personnel, it also included $376,315 in new positions as well as a significant expansion in community outreach, re-establishment of the emergency management volunteer program, better integration and use of social workers in policing, and the new administrative sergeant to work with liquor/gaming/cannabis establishments as well as a renewed focus on neighborhood-based policing. The proceeds from gaming fund a small portion of this new effort.

The Village portion of the gaming proceeds are being directly reinvested back into the community.

Additionally, when the VG license was created, there was a concern that the proceeds from gaming would diminish food and beverage sales. While each individual establishment can vary, as a whole, video gaming has not diminished food and beverage sales. In fact, 10 of the 11 establishments have hit their post-pandemic record for food and beverage sales since video gaming went live.

Tonight will mark the third night of presentations with the last presentations occurring at the meeting on May19th.

Consider a Motion Approving a Minor Planned Development Amendment at 2070 N. Rand Road

BACKGROUND:
Jimenez International Palatine ("Jimenez") has acquired the former Butera Market location in the Fox Fire shopping center at the southwest corner of Rand and Hicks Roads. Jimenez operates nine other grocery stores in Chicago and the metropolitan area, in addition to the Palatine Store. The Petitioner is requesting a Minor Planned Development Amendment to recognize the new business owner for the grocery store:

Minor Planned Development Amendment to Ordinance #O-224-03 to permit the continued operation of a grocery store at 2070 N. Rand Road

KEY ISSUES:
- The Subject Property, zoned Planned Development, was granted a Planned Development Amendment to construct a grocery store as part of the Fox Fire shopping center Planned Development in 2003 (#O-224-03).
- The proposed transfer will continue to include a full-service grocery store, including the sale of liquor (both previous grocery store operators also sold alcohol), a bakery, and a hot food department retailing items for sale. The proposed hours of operation are Monday - Sunday from 8 AM to 9 PM.
- The existing approximately 48,000 square foot store and associated improvements would remain unchanged. Any additional site changes or business operational changes would require additional Village review.

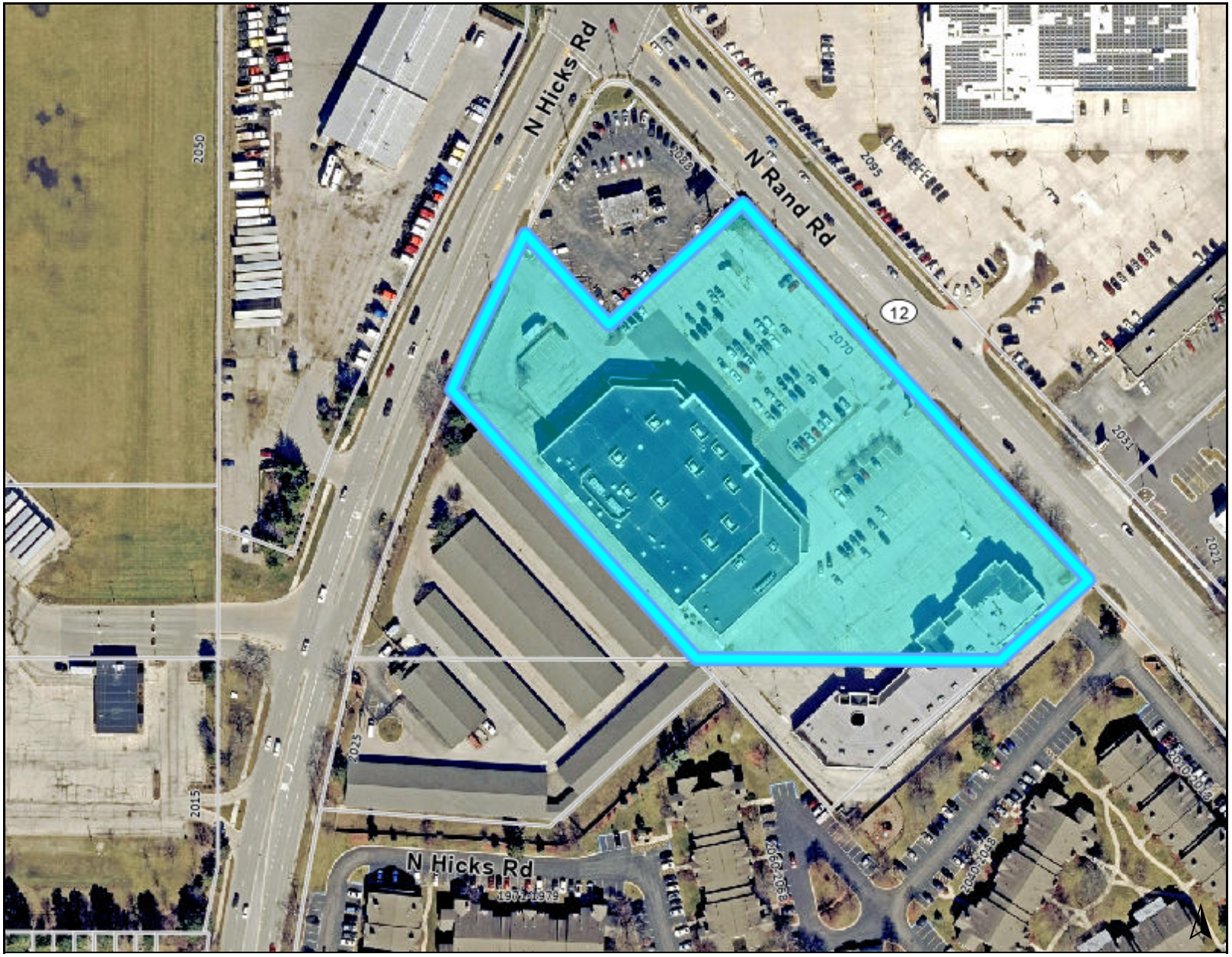
ALTERNATIVES:
1. Recommend approval of the Minor Planned Development Amendment.
2. Do not recommend approval of the Minor Planned Development Amendment.

RECOMMENDATION:
Staff recommends approval of the Minor Planned Development Amendment at 2070 N. Rand Road.

ACTION REQUIRED:
Motion to approve a Minor Planned Development Amendment to Ordinance #O-224-03 to recognize Jimenez International Palatine as the new grocery store owner/operator to permit the continued operation of a grocery store, with liquor sales, at 2070 N. Rand Road.

ATTACHMENTS:
- Aerial Map
- O-224-03 PD Amend

GISConsortium | 2070 N. Rand Road



Legend

0 300 600 ft

Print Date: 5/6/2025

Notes

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

Attachment: Aerial Map (2070 N Rand Road - Minor Planned Development Amendment)

ORDINANCE NO. 0-224-03

AN ORDINANCE AMENDING PLANNED DEVELOPMENT ORDINANCE #0-35-88, AS AMENDED BY ORDINANCE #0-226-96, PROPERTY LOCATED AT 2070 N. RAND ROAD (FOXFIRE SHOPPING CENTER) (CAPUTOS GROCERY STORE) (FOXFIRE PARTNERS LLC)

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
On October 20, 2003

ORDINANCE NO. 0-224-03

AN ORDINANCE
AMENDING PLANNED DEVELOPMENT ORDINANCE #0-35-88,
AS AMENDED BY ORDINANCE #0-226-96
CAPUTOS GROCERY STORE
2070 N. RAND ROAD (FOXFIRE SHOPPING CENTER)

WHEREAS, Ordinance #0-35-88, as amended by Ordinance #0-226-96, granted Final Planned Development approval; and

WHEREAS, a petition has been received from the owner of the property for a new 39,000 square foot grocery store (Caputos Grocery Store) and façade improvement; and

WHEREAS, the Plan Commission of the Village of Palatine held the required hearing for amendment of the Planned Development on September 16, 2003, on the following legally described property:

Beginning at the Easterly corner of Lot 1 in Hasterock Park, a subdivision recorded as Document No. 16903857 on May 14, 1957; thence South 43 degrees 56 minutes 45 seconds East along the Southwesterly Right-of-Way of Rand Road (US Route #12), a distance of 584.20 feet to a point of curvature to the right; thence along the arc of said curve having a radius of 10,743.00 feet, a distance of 30.00 feet; thence South 46 degrees 03 minutes 15 seconds West a distance of 390.00 feet; thence North 43 degrees 56 minutes 45 seconds West a distance of 676.17 feet to a point on a curve being concave Southeasterly and also being the Southeasterly Right-of-Way line of Hicks Road (SAR #53); thence Northeasterly along said Southeasterly Right-of-Way

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

having a radius of 2814.93 feet, an arc distance of 205.77 feet to the Westerly corner of said Lot 1; thence South 43 degrees 56 minutes 45 seconds East along the Southwesterly line of said Lot 1, a distance of 140.43 feet; thence North 46 degrees 03 minutes 15 seconds East along the Southeasterly line of said Lot 1, a distance of 200 feet to the point of beginning, containing 259,082 square feet, or, 5.948 acres, all in the East Half of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois

commonly known as 2070 N. Rand Road (Foxfire Shopping Center).

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

SECTION 1: That the Foxfire Shopping Center Planned Development Ordinance #0-35-88, as amended by Ordinance #0-226-96, be amended for a new 39,000 square foot grocery store (Caputos Grocery Store) and façade improvement is hereby granted, subject to the following conditions:

1. The planned development amendment shall substantially conform to the Engineering Plans, by David Jacobson, dated 4/25/03, last revised 9/3/03 and to the site plan and architectural plans and elevations by Han and Architects, Inc. received 9/10/03 and the sign plan by Han and Architect, Inc received 9/10/03, except as such plans may be changed to conform to Village Codes and Ordinances and the following conditions: (staff)

2. A letter of credit in the amount of $100,000 to ensure the completion of the planned development shall be submitted prior to the issuance of a site development permit. (Code)

3. MWRD, IEPA & IDOT permits are required. (staff)

4. The landscape plan shall be revised in a manner acceptable to the Village. (staff)

5. Signage for the existing tenants in the shopping center shall comply with B-2 standards. (staff)

6. All conditions of Ordinances O-25-88 and O-226-96 shall apply. (staff)

7. The dumpster enclosure shall be constructed with materials which substantially match the proposed new building. (staff)

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

8. The planned development shall be subject to the terms and conditions of the Redevelopment Agreement. In the event that the Planned Development Ordinance and the Redevelopment conflict, the more restrictive shall apply. (staff)

9. The petitioner shall submit a cost estimate for the installation of the sidewalk along the frontage of the property at 2088 N Rand in a manner acceptable to the Village Engineer. Upon review and approval of the cost estimate by the Village Engineer, the petitioner shall install said sidewalk in a manner acceptable to the Village Engineer. The Village shall reimburse the petitioner for the installation of sidewalk. (staff)

SECTION 2: That all provisions of Ordinance #0-35-88, as amended by Ordinance #0-226-96, shall remain in full force and effect.

SECTION 3: The petition for special use, a copy of the public notice and minutes of the Plan Commission are attached hereto and form a part hereof.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This 20 day of October, 2003

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 20 day of October, 2003

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this

20 day of October, 2003

Village Clerk

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

ORDINANCE NO. 0-35-88

AN ORDINANCE
REZONING CERTAIN PROPERTY
FROM "R-1" TO "P"
AND ACCEPTANCE OF COUNTY APPROVED
PLANNED DEVELOPMENT (WITH CONDITIONS)
FOXFIRE SHOPS AND SELF STORAGE (FORMERLY HAMPTON PLACE)

WHEREAS, pursuant to a public hearing on July 21, 1986 before the Planning, Building and Zoning Committee of the Village of Palatine, in accordance with the applicable provision of the Village Code, and the Planning Building and Zoning Committee has reported its findings on the petition of the owner of the following legally described property:

See Legal description attached hereto as Exhibit "A"

commonly known as Foxfire Shopping Center and Self-Storage (formerly Hampton Place) located on the south side of Rand Road, approximately 200 feet east of Hicks Road.

asking for rezoning from the existing R-1 to P, and acceptance of the County-approved Planned Development.

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

SECTION 1: That the Zoning Ordinance of the Village of Palatine, as amended, is hereby further amended by classifying the property described as "P" zoning.

SECTION 2: That the County-approved Planned Development as approved by the Cook County Board of Commissioners on October 6, 1986, is hereby accepted, subject to the following conditions.

1. The project shall be developed according to the site plans (Exhibit B and C, last revision dated 2/25/88, VCA/Randy Washington Group), engineering plans (Exhibits D and E, last revision dated 11/17/87, by Lindley and Sons, Inc.), landscaping plans (Exhibits F and G, dated 10/15/87, Ives/Ryan Group, Inc.), and architectural plans (Exhibits H and I, last revision dated 2/25/88, by VCA/Randy Washington Group) for the Shops at Foxfire and the Foxfire Self-Storage, as submitted, except as such plans may be revised to

PETITIONER'S EXHIBIT

9

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

12. The site plan, architectural plan, and engineering plan for the Shops at Foxfire shall be revised to show a dumpster enclosure configured in the same size as the drawing attached hereto as Exhibit J.

13. The site plan and engineering plan for the Shops at Foxfire shall be revised to show a relocated public sidewalk which is one (1) foot away from the property line.

14. The proposed decorative concrete block fence on the side and rear property lines of the Shops property shall have the same material, treatment, and appearance on both sides.

SECTION 3: That the report of the Planning, Building and Zoning Committee of the Village of Palatine reporting on this hearing and the public notice be attached hereto and become a part of this ordinance.

SECTION 4: That the Zoning Map of the Village of Palatine is hereby amended to reflect this change.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This 28 day of March, 1988

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 28 day of March, 1988

Frank R. Mancha
President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 28 day of March, 1988

Rita M. Mullin
Village Clerk

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

comply with the Village building codes and with the conditions as stated below.

2. The sign plans shall be revised to limit the height of the sign on the Self-Storage property to twenty (20) feet, and the main sign on the Shops property to twenty-five (25) feet. The second sign on the Shops property shall be limited to a height of twenty (20) feet. Said revised plans shall be approved by the Village before the issuance of building permits.

3. The entire project shall be completed by January 1, 1990.

4. A Letter of Credit, in a form acceptable to the Village of Palatine and in the amount of $76,927.50 shall be submitted to guarantee completion of the public improvements, along with a ten (10) percent cash bond to cover the one (1) year maintenance period.

5. A Letter of Credit, in a form acceptable to the Village of Palatine and in the amount of $100,000. shall be submitted to insure the completion of the Planned Development.

6. All erosion and sedimentation control measures shall be implemented prior to the commencement of any site development and the clearing and stripping operations.

7. No final occupancy permits shall be granted for any structure within the development until:

   a. All landscaping has been installed around the structure and found acceptable to the Village.

   b. Required watermains, sanitary sewers and storm sewers, and other drainage facilities have been installed and have been found acceptable to the Village.

8. Uses permitted in the Shops at Foxfire shall be those permitted under the Village Zoning ordinance in the "B-2" General Service District, as may be amended from time to time, and the current uses permitted in the Cook County "C-4" General Commercial District, attached hereto as Exhibit I of the Annexation Agreement dated August 11, 1986.

9. All watermains, storm sewers, sanitary sewers, detention areas, lighting, streets, parking areas, or other like improvements installed as a part of this development, except those installed in dedicated right-of-way or specific public easements, shall be owned and maintained by the owners of this property and all successors in title. The Village shall accept no responsibility, liability, or obligation of any kind to maintain said improvements, except for those in dedicated right-of-way or specific public easements.

10. All architecture, landscaping, screening, detention areas, and accessory embellishments throughout the development shall be maintained in a manner that is consistent with the original project plans. The owners, and all successors in title, shall have these responsibilities, with penalties as provided in the Zoning Ordinance.

11. The site plans for the outlot parcels shall require Village approval via amendment(s) to the Planned Development.

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

comply with the Village building codes and with the conditions as stated below.

2. The sign plans shall be revised to limit the height of the sign on the Self-Storage property to twenty (20) feet, and the main sign on the Shops property to twenty-five (25) feet. The second sign on the Shops property shall be limited to a height of twenty (20) feet. Said revised plans shall be approved by the Village before the issuance of building permits.

3. The entire project shall be completed by January 1, 1990.

4. A Letter of Credit, in a form acceptable to the Village of Palatine and in the amount of $76,927.50 shall be submitted to guarantee completion of the public improvements, along with a ten (10) percent cash bond to cover the one (1) year maintenance period.

5. A Letter of Credit, in a form acceptable to the Village of Palatine and in the amount of $100,000. shall be submitted to insure the completion of the Planned Development.

6. All erosion and sedimentation control measures shall be implemented prior to the commencement of any site development and the clearing and stripping operations.

7. No final occupancy permits shall be granted for any structure within the development until:

   a. All landscaping has been installed around the structure and found acceptable to the Village.

   b. Required watermains, sanitary sewers and storm sewers, and other drainage facilities have been installed and have been found acceptable to the Village.

8. Uses permitted in the Shops at Foxfire shall be those permitted under the Village Zoning ordinance in the "B-2" General Service District, as may be amended from time to time, and the current uses permitted in the Cook County "C-4" General Commercial District, attached hereto as Exhibit I of the Annexation Agreement dated August 11, 1986.

9. All watermains, storm sewers, sanitary sewers, detention areas, lighting, streets, parking areas, or other like improvements installed as a part of this development, except those installed in dedicated right-of-way or specific public easements, shall be owned and maintained by the owners of this property and all successors in title. The Village shall accept no responsibility, liability, or obligation of any kind to maintain said improvements, except for those in dedicated right-of-way or specific public easements.

10. All architecture, landscaping, screening, detention areas, and accessory embellishments throughout the development shall be maintained in a manner that is consistent with the original project plans. The owners, and all successors in title, shall have these responsibilities, with penalties as provided in the Zoning Ordinance.

11. The site plans for the outlot parcels shall require Village approval via amendment(s) to the Planned Development.

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

12. The site plan, architectural plan, and engineering plan for the Shops at Foxfire shall be revised to show a dumpster enclosure configured in the same size as the drawing attached hereto as Exhibit J.

13. The site plan and engineering plan for the Shops at Foxfire shall be revised to show a relocated public sidewalk which is one (1) foot away from the property line.

14. The proposed decorative concrete block fence on the side and rear property lines of the Shops property shall have the same material, treatment, and appearance on both sides.

SECTION 3: That the report of the Planning, Building and Zoning Committee of the Village of Palatine reporting on this hearing and the public notice be attached hereto and become a part of this ordinance.

SECTION 4: That the Zoning Map of the Village of Palatine is hereby amended to reflect this change.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: This 28 day of March, 1988

AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 28 day of March, 1988

Frank R. Mucha
President of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 28 day of March, 1988

Rita L. Mullin
Village Clerk

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

5.39 SPECIAL PROVISIONS

Uses in the C-3 General Service District shall conform to the requirements of Section 5.39 set forth hereinafter:

1. PARKING AND LOADING REQUIREMENTS.

   All uses shall conform to the applicable requirements for Off-Street Parking and Loading set forth in Article 11.

2. SIGN REQUIREMENTS.

   All uses shall conform to the applicable requirements for Signs set forth in Article 12.

3. TRUCKS.

   The parking of trucks as an accessory use, when used in the conduct of a permitted business listed in the C-3 District, shall be limited to vehicles of not over one and one-half (1½) tons capacity when located within one hundred and fifty (150) feet of a Residence District boundary line.

4. SEWER AND WATER.

   All dwellings and uses requiring sanitary facilities shall be served by either a municipal sewer and water system, a private community sewer and water system, or a private individual sewage disposal system and water supply system approved by the Cook County Health Department. Lodging houses and multiple-family dwellings must be served by either a municipal or a private community sewer system, and not by a private individual sewage disposal system.

5. BUSINESS REQUIREMENTS.

   a. Business and residential uses are not allowed on the same floor of the same building.
   b. Business uses are not allowed above the second floor in buildings containing residential dwelling units. A mezzanine may be provided by a business establishment as an intermediate, fractional story between the floor and ceiling of the first story.
   c. All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced.
   d. Establishments of the "drive-in" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted, except in the case of automobile service stations, and drive-in dry cleaners (with special use permit approval).
   e. All activities involving the production, processing, or cleaning, servicing, testing, or repair of materials, goods, or products shall conform with the performance standards established for the I-1 Restricted Industral District, provided that performance standards shall in every case be applied at the boundaries of the zoning lot on which such activities take place.

5.4 C-4 GENERAL COMMERCIAL DISTRICT

5.41 DESCRIPTION OF DISTRICT

The C-4 General Commercial District is intended to provide sites to be used as primary shopping areas. Structures located in this district vary from freestanding buildings to larger, neighborhood or community shopping centers. Diverse commercial activities, including business, service, and office uses, are permitted in this district. Normally this district is located at the convergence of primary thoroughfares.

5.42. USE, LOT, AND BULK REGULATIONS

Use, lot and bulk regulations applying specifically t C-4 General Commercial District are set forth in Sec 5.43 through 5.49 which follow. Also applying to the District are regulations set forth in other Articles of Ordinance as follows:

Article 8 – General Provisions
Article 9 – Planned Unit Development
Article 10 – Non-Conforming Buildings, Structur and Uses
Article 11 – Off-Street Parking and Loading
Article 12 – Signs
Article 13 – Administration and Enforcement
Article 14 – Rules and Definitions

5.43 PERMITTED USES

Permitted Uses of land or buildings, as hereinafter lis shall be permitted in accord with the conditions specif Unless otherwise specifically set forth, wherever a mitted use is named as a major category, it shall deemed to include only those itemized uses listed un the said major category. No building or zoning lot shall devoted to any use other than a use permitted hereina and no building or structure shall be erected, alte enlarged, or occupied, except as a permitted use here after, in the zoning district in which such building zoning lot shall be located, unless otherwise specifica allowed by this Ordinance.

Uses lawfully established on the effective date of t comprehensive amendment, and rendered non-conformi by the provisions thereof, shall be subject to the regu tions of Article 10.

The following uses are permitted in the C-4 Distri

1. RETAIL BUSINESS USES.

   a. Antique shops.
   b. Appliance stores.
   c. Art galleries.
   d. Art supply stores.
   e. Auction rooms.
   f. Bakeries, in which the manufacture of goo is limited to goods retailed on the premis only.
   g. Bars and cocktail lounges, including live e tertainment and dancing.
   h. Bicycle sales and repair shops.
   i. Book and stationery stores.
   j. Business machine sales and service.
   k. Camera and photographic supply stores.
   l. Candy and confectionery stores.
   m. Carpet and rug stores.
   n. Catering establishments.
   o. China and glassware stores.
   p. Coin, philatelic, stamp, and numismatic stores.
   q. Dairy products stores.
   r. Delicatessens.
   s. Department stores.
   t. Drapery stores.
   u. Drug stores and pharmacies.
   v. Dry goods stores.
   w. Electrical and household appliance stores.
   x. Florist shops and conservatories.

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y. Food stores, grocery stores, meat markets, fish markets.
z. Frozen food stores, including locker rental in conjunction therewith.
aa. Furniture stores, including upholstering when conducted as part of the retail operations and secondary to the principal use.
bb. Furrier shops, including the incidental storage and conditioning of furs.
cc. Garden supply and seed stores.
dd. Gift shops.
ee. Greenhouses and nurseries; retail sales.
ff. Haberdasheries.
gg. Hardware stores.
hh. Hearing aid stores.
ii. Hobby shops.
jj. Ice and milk sales.
kk. Ice cream stores.
ll. Jewelry stores.
mm. Leather goods and luggage stores.
nn. Linoleum and tile stores.
oo. Millinery shops.
pp. Musical instrument sales and repair.
qq. Newsstands.
rr. Notions stores.
ss. Office supply stores.
tt. Optician sales; retail.
uu. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles.
vv. Orthopedic brace and limb fitting and assembly.
ww. Package liquor stores.
xx. Paint and wallpaper stores.
yy. Pet stores.
zz. Picture framing; when conducted for on-premises retail trade.
aaa. Phonograph record, tape, and sheet music stores.
bbb. Radio and television sales.
ccc. Restaurants, including live entertainment, dancing, and/or the serving of alcoholic beverages.
ddd. Roadside stands, commercial.
eee. School supply stores.
fff. Second-hand stores.
ggg. Shoe stores.
hhh. Sporting goods stores.
iii. Taverns.
jjj. Taxidermists.
kkk. Tobacco shops.
lll. Toy stores.
mmm. Trading stamp stores.
nnn. Wearing apparel shops.

2. SERVICE USES.

a. Artists' studios.
b. Automobie repair garages; not including body repair, painting, or engine rebuilding.
c. Automobile service stations, for the retail sale and dispensing of fuel, lubricants, coolants, tires, batteries, minor accessories, and supplies, including installation and minor services customarily incidental thereto; facilities chassis and gear lubrication and for washing not more than four (4) vehicles are permit only if enclosed in a building.
d. Banks; not including drive-in facilities.
e. Barber shops.
f. Beauty parlors.
g. Blueprinting and photostating establishmen
h. Clothes-pressing establishments.
i. Clothing rental agencies.
j. Currency exchanges.
k. Dry cleaners and laundries, but not a centr plant serving more than one (1) retail outle
l. Dry cleaners and laundries; launderettes, sel service only.
m. Financial institutions.
n. Fix-it shops; for general minor repair.
o. Funeral parlors and undertaking establishment
p. Interior decorating studios, including upho stering and making of draperies, slip cover and other similar articles, when conducted a part of the retail operations and secondary t the principal use.
q. Investment companies
r. Loan companies.
s. Locksmith shops.
t. News syndicates.
u. Newspaper distribution agencies.
v. Parking lots, open and other than accessory, for the storage of private passenger automobiles, and subject to the provisions of Article 11.
w. Photographic studios.
x. Radio service and repair shops.
y. Recording studios.
z. Savings and loans; not including drive-in facilities.
aa. Shoe, clothing, and hat repair stores.
bb. Tailor and dress-making shops.
cc. Telegraph offices.
dd. Television service and repair shops.
ee. Ticket agencies; amusement.
ff. Travel agencies and bureaus and transportation ticket offices.
gg. Signs, Business and Advertising, as regulated by Sec. 5.49.

3. OFFICE USES.

a. Accounting, auditing, and bookkeeping offices.
b. Animal hospitals; for care and treatment of domestic pets and animals only.
c. Architect's offices.
d. Attorney and law offices.
e. Chambers of commerce.
f. Chiropodist's offices.
g. Chiropractor's offices.
h. Dental clinics.
i. Dental laboratories.
j. Dentist's offices.
k. Detective agencies.
l. Doctor's, surgeon's, and/or physician's offices.
m. Employment agencies.
n. Engineer's offices.
o. Insurance agencies.
p. Labor unions and organizations.

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q. Land surveyor's offices.
r. Landscape architectural services.
s. Medical clinics.
t. Medical laboratories.
u. Merchant's associations.
v. Newspaper offices.
w. Offices, business and professional; miscellaneous.
x. Optician's offices.
y. Osteopath's offices.
z. Political organization offices.
aa. Real estate offices.
bb. Secretarial services.
cc. Security and commodity brokers.
dd. Veterinary clinics; for care and treatment of domestic pets and animals only.

4. RESIDENTIAL USES.

a. Hotels and/or motels.

5. RECREATION AND SOCIAL FACILITIES.

a. Billiard and pool halls.
b. Bowling alleys.
c. Clubs, private (non-profit).
d. Dance halls.
e. Gymnasiums, commercial.
f. Health clubs.
g. Indoor skating rinks.
h. Lodges and fraternal organizations.
i. Swim clubs, swimming pools and buildings for indoor pools.
j. Tennis clubs, tennis courts and buildings for indoor tennis.
k. Theaters, indoor.

6. PUBLIC AND GOVERNMENTAL LAND AND BUILDINGS.

a. Historical buildings and landmarks preserved for the public.
b. Public libraries.
c. Public office buildings.

7. PUBLIC UTILITY AND SERVICE USES.

a. Essential services – gas regulator stations, telephone exchanges, electric substations.
b. Post offices.
c. Post office substations.

8. EDUCATIONAL INSTITUTIONS.

a. Business colleges and commercial schools.
b. Dance schools and studios.
c. Music schools.
d. Trade schools.
e. Vocational schools.

9. RELIGIOUS INSTITUTIONS.

a. Religious reading rooms.

10. AGRICULTURAL LAND AND BUILDINGS.

a. Agricultural uses.

11. MISCELLANEOUS.

a. Philanthropic and eleemosynary institutions.
b. Radio and television studios, stations, and transmitting receiving towers.

5.44 SPECIAL USES

Special Uses, as hereinafter listed, may be allowed subject to the issuance of special use permits in accordance with the provisions of Article 13. Unless otherwise specifically set forth, wherever a special use is named as a major category, it shall be deemed to include only those itemized uses listed under the said major category.

The following special uses are permitted in the C-4 District:

1. Similar and compatible uses to those allowed as "permitted uses" in this district.

2. RETAIL BUSINESS USES.

a. Adult book stores.
b. Automobile vehicle sales.
c. Building material supplies, sales, and service.
d. Catalog stores.
e. Farm supply stores.
f. Mail order houses.
g. Pawn shops.

3. SERVICE USES.

a. Bank, drive-in facilities.
b. Dry Cleaners, drive-in.
c. Garages and parking lots; commercial.
d. Savings and loans, drive-in facilities.
e. Water softener service.

4. RESIDENTIAL USES.

a. Residence of the proprietor of a commercial use.

5. RECREATION AND SOCIAL FACILITIES.

a. Adult Entertainment Cabarets.
b. Adult Mini Motion Picture Theaters.
c. Adult Motion Picture Theaters.
d. Community Center Building, Clubhouses, Recreation Buildings, Swim Clubs, Swimming Pools, and Indoor Pools, Tennis Clubs, Tennis Courts, and Buildings for Indoor Tennis, Non-Commercial.
e. Massage Parlors.
f. Massage Schools.

6. PUBLIC AND GOVERNMENTAL LAND AND BUILDINGS.

a. Parks and playgrounds.

7. HEALTH, MEDICAL, AND CARE INSTITUTIONS

a. Nursery schools, children's day schools, day nurseries, child care centers, and day care centers, provided at least one hundred and fifty square feet of outdoor play area is provided for each child that is cared for.

8. PUBLIC UTILITY AND SERVICE USES.

a. Bus terminals, bus turnarounds (off-street), and bus lots.
b. Fire stations.
c. Garages and parking lots; public.
d. Police stations.
e. Railroad passenger stations.
f. Railroad rights-of-way, but not including railroad yards and shops other than for passenger purposes.
g. Telephone transmission equipment buildings, and micro wave relay towers.
h. Waterworks, reservoirs, pumping stations, wells, and filtration plants.

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9. AGRICULTURAL USES.
   a. Greenhouses; wholesale.
   b. Nurseries; wholesale.

10. PLANNED UNIT DEVELOPMENTS.

11. UNIQUE USES, as regulated by Article 8, Section 8.10-7.

12. MISCELLANEOUS.
   a. Convention halls and centers.
   b. Exhibition halls and meeting halls.
   c. Heliports; public, commercial and private.

5.45 TEMPORARY USES

Upon application to and issuance by the Department of Building and Zoning of a permit therefor, the following uses may be operated as Temporary Uses:

1. TEMPORARY BUILDINGS OR YARDS for construction materials and/or equipment, both incidental and necessary to construction in the zoning district. The permit shall specify the location of the building or yard and the area of permitted operation. Each such permit shall be valid for a period of not more than six (6) calendar months and shall not be renewed for more than four (4) successive periods at the same location. There shall not be undue interference with the use and enjoyment of neighboring property.
2. TEMPORARY REAL ESTATE OFFICE, both incidental and necessary for the sale or rental of real property in the development in which such office is located. The permit shall specify the location of the office. Each such permit shall be valid for a period of not more than two (2) years and shall not be renewed for more than three (3) successive periods at the same location.
3. REAL ESTATE DEVELOPMENT SIGN, advertising the sale or rental of real property in the development on which the sign is located, not to exceed one hundred (100) square feet for each face. The permit shall specify the location of the sign. Each such permit shall be valid for a period of not more than two (2) years and shall not be renewed for more than three (3) successive periods at the same location.
4. BAZAAR AND/OR DANCE; provided, however, that the permit shall be valid for a period of not more than seven (7) days; and provided, further, that a period of at least ninety (90) days shall intervene between the termination of one permit and the issuance of another permit for the same location.
5. CHRISTMAS TREE SALES; each such permit shall be valid for a period of not more than sixty (60) days.
6. PARKING LOT designated for a special event; provided, however, that the permit shall be valid only for the duration of the designated special event.
7. TEMPORARY MOBILE SIGN.

5.46 ACCESSORY USES

Accessory Uses, buildings or other structures customarily incidental to and commonly associated with a Principal or Conditional Permitted Use (Permitted or Special Use) may be permitted; provided they are operated and maintained under the same ownership and on the same lot as the permitted use, do not include structures or structural features inconsistent with the permitted use, and do not involve the conduct of any business, profession, trade or industry.

Accessory uses may include the following as well as use similar to the following:

1. AGRICULTURAL BUILDINGS AND STRUCTURES
2. FALLOUT SHELTERS, as regulated by Article 8 Section 8.74.
3. GARAGES, CARPORTS, OR OTHER PARKING SPACES. Truck parking shall be limited to vehicles of not over one and one-half (1½) tons capacity when located within one hundred and fifty (150) feet of Residence District boundary line.
4. GARDENING.
5. ROADSIDE STANDS, for the display and sale of agricultural products on zoning lots where the principal use is agriculture.
6. SEWAGE DISPOSAL UNITS, INDIVIDUAL, as regulated by Article 8, Section 8.10-3.
7. SIGNS, as regulated by Section 5.49, hereafter.
8. TOOL HOUSES, SHEDS, and other similar buildings for the storage of supplies and equipment.
9. VENDING MACHINES.
10. WATER RETENTION AND DETENTION AREAS.
11. WATER SYSTEMS, INDIVIDUAL, as regulated by Article 8, Section 8.10-3.

5.47 PROHIBTED USES

All uses not expressly authorized in Sections 5.43, 5.44, 5.45, and 5.46 are expressly prohibited. The following as well as uses similar to the following illustrate prohibited uses:

1. AUTOMOBILE RACE TRACKS, RACEWAYS, SPEEDWAYS.
2. DRIVE-IN RESTAURANTS.
3. JUNK YARDS.
4. LAND FILL, DUMP.

5.48 SITE AND STRUCTURE PROVISIONS

Uses in the C-4 General Commercial District shall conform to the requirements of Section 5.48 set forth hereinafter:

1. MINIMUM LOT AREA.

   A minimum lot area is not required, except that:

   a. Hotels and/or motels shall have not less than five hundred (500) square feet of lot per unit or suite.
   b. A minimum lot area of five (5) acres is required for agricultural buildings and structures.

2. MINIMUM LOT WIDTH.

   A minimum lot width is not required.

3. FRONT YARD.

   All structures shall be set back from the front lot line at least thirty (30) feet.

   Agricultural buildings and structures shall be set back from the front lot line at least one hundred (100) feet.

4. INTERIOR SIDE YARD (adjacent to a zoning lot).

   An interior side yard is not required.

5. CORNER SIDE YARD (adjacent to a street).

   All structures shall be set in from the side lot line adjacent to the street right-of-way a distance of not less than thirty (30) feet.

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2. RETAIL BUSINESS USES.
   a. Newsstands.
3. RESIDENTIAL USES.
   a. Lodging houses.
   b. Residence of the proprietor of a commercial use.
   c. Single-family detached dwellings.
4. HEALTH, MEDICAL, AND CARE INSTITUTIONS.
   a. Convalescent centers, nursing homes, geriatric centers, and rest homes.
   b. Hospitals and sanitariums; not including institutions for the care and treatment of insane, feeble-minded, retarded, alcoholic, or drug addict patients.
   c. Institutions for the care of the aged.
   d. Nursery schools, children's day schools, day nurseries, child care centers, and day care centers, provided at least one hundred and fifty (150) square feet of outdoor play area is provided for each child that is cared for.
5. EDUCATIONAL INSTITUTIONS.
   a. Parochial schools; non-boarding.
   b. Private schools; non-boarding.
   c. Public elementary schools; non-boarding.
   d. Public high schools; non-boarding.
6. PUBLIC UTILITY AND SERVICE USES.
   a. Essential services—electric substations, gas regulator stations, telephone exchanges.
   b. Fire stations.
   c. Police stations.
   d. Post offices.
   e. Public office buildings.
   f. Railroad passenger stations.
   g. Railroad rights-of-way; but not including railroad yards and shops other than for passenger purposes.
   h. Telephone transmission equipment buildings, and micro wave relay towers.
   i. Waterworks, reservoirs, pumping stations, filtration plants, and wells.
7. PLANNED UNIT DEVELOPMENTS.
8. UNIQUE USES. as regulated by Article 8, Section 8.10-7.
9. EXCAVATIONS.
   a. Artificial lakes.

5.55 TEMPORARY USES

Upon application to and issuance by the Department of Building and Zoning of a permit therefor, the following uses may be operated as Temporary Uses:

1. TEMPORARY BUILDINGS OR YARDS for construction materials and/or equipment, both incidental and necessary to construction in the zoning district. The permit shall specify the location of the building or yard and the area of permitted operation. Each such permit shall be valid for a period of not more than six (6) calendar months and shall not be renewed for more than four (4) successive periods at the same location. There shall not be undue interfere the use and enjoyment of neighboring propert
2. TEMPORARY REAL ESTATE OFFICE, bo dental and necessary for the sale or rental property in the development in which such located. The permit shall specify the location office. Each such permit shall be valid for a of not more than two (2) years and shall renewed for more than three (3) successive pe the same location.
3. REAL ESTATE DEVELOPMENT SIGN, adv the sale or rental of real property in the devel on which the sign is located, not to exce hundred (100) square feet for each face. The shall specify the location of the sign. Eac permit shall be valid for a period of not mor two (2) years and shall not be renewed for mo three (3) successive periods at the same loca
4. CHRISTMAS TREE SALES; each such permi be valid for a period of not more than sixt days.

5.56 ACCESSORY USES

Accessory Uses, buildings or other structures custo incidental to and commonly associated with a Princi Conditional Permitted Use (Permitted or Special Use be permitted; provided they are operated and main under the same ownership and on the same lot as th mitted use, do not include structures or structural fea inconsistent with the permitted use, and do not involv conduct of any business, profession, trade or industr

Accessory uses may include the following as well as similar to the following:

1. FALLOUT SHELTERS, as regulated by Artic Section 8.74.
2. GARAGES, CARPORTS, OR OTHER PARK SPACES. Truck parking shall be limited to veh of not over one and one-half (1½) tons cap when located within one hundred and fifty (150) of a Residence District boundary line.
3. GARDENING.
4. HOME OCCUPATIONS
5. HOUSEHOLD PETS; exclusively for the use or sonal enjoyment of residents of the premises and for commercial purposes, and limited to not more a total of three traditional domestic animals.
6. SEWAGE DISPOSAL UNITS, INDIVIDUAL, as ulated by Article 8, Section 8.10-3.
7. SIGNS, as regulated by Section 5.59, hereafter.
8. TOOL HOUSES, SHEDS, and other similar buildi for the storage of supplies and equipment.
9. VENDING MACHINES.
10. WATER RETENTION AND DETENTION AREA
11. WATER SYSTEMS, INDIVIDUAL, as regulated Article 8, Section 8.10-3.

5.57 PROHIBITED USES

All uses not expressly authorized in Sections 5.53, 5. 5.55, and 5.56 are expressly prohibited. The following well as uses similar to the following illustrate prohibi uses.

1. AGRICULTURAL USES.
2. AUTOMOBILE RACE TRACKS, RACEWAYS, SPEEDWAYS.
3. BANKS, SAVINGS AND LOANS, AND FINANCI INSTITUTIONS.

Attachment: O-224-03 PD Amend (2070 N Rand Road - Minor Planned Development Amendment)

Consider an Ordinance Granting a Minor Planned Development Amendment to Allow a Revised Business Plan and Floor Plan at 60 N. Bothwell Street

BACKGROUND:
The Subject Property contains the existing Lamplighters Inn restaurant and operates within a Planned Development zoning designation. As part of the existing business, Lamplighters Inn operates a dining room on the first floor of the building (at the south end of the building). The business owner recently contacted the Village about some planned revisions to the existing dining room, based upon a desire to improve their business operations and upon customer feedback. Therefore, the Petitioners are requesting approval of the following:

Minor Planned Development Amendment to allow a floor plan and business plan amendment to Planned Development Ordinance #O-62-03.

KEY ISSUES:
- The existing dining room floor plan was approved through the Planned Development (2003), with up to 44 seats. In review of the current business operations for the restaurant, the business owners are proposing floor plan changes to the existing dining room configuration. The proposed changes include the addition of a pool table, video golf machine, and adding a dart board.
- The approved seating count will also be reduced to approximately 30 seats. The dining room has its main entrance on the east side of the building and would continue to be open to patrons of all ages. There is also a point of service machine in the dining room, dedicated server staff, and video camera monitoring of the dining room area. These functions will all be maintained, with the amended floor plan.
- Per the revised business plan, there is also another access door from the dining room to the bar area, which will continue to remain closed. This access point is monitored by Staff to ensure that those entering the bar area are age appropriate.
- The revised business plan also requires that at any time of back dining room occupancy, a BASSET certified employee shall physically be present in the room, not less than every 30 minutes.

ALTERNATIVES:
1. Approve the Minor Planned Development Amendment to allow a revised business plan and floor plan.
2. Do not approve a Minor Planned Development Amendment to allow a revised business plan and floor plan.

RECOMMENDATION:
Staff recommends approval of the Minor Planned Development Amendment.

ACTION REQUIRED:
A motion to approve the ordinance granting a Minor Planned Development Amendment to allow for modifications to the previously approved business plan and floor plan.

ATTACHMENTS:

- Aerial Map
- MPD ORD
- Dining room Business Plan Revision - 2-2025 (003)
- EXHIBIT - Lamplighters Inn Revised Dining Room Floor Plan
- Lamplighters Planned Development - #O-62-03

GISConsortium

60 N. Bothwell Street

Legend

0 50 100 ft

Print Date: 4/9/2025

Notes

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

ORDINANCE NO._____

AN ORDINANCE APPROVING A MINOR PLANNED DEVELOPMENT AMENDMENT TO ORDINANCE #O-62-03 60 N. BOTHWELL STREET (LAMPLIGHTERS INN)

WHEREAS, Ordinance #O-62-03 granted a Planned Development for a restaurant/bar, with live entertainment (Lamplighters Inn) on the property commonly known as 60 N. Bothwell Street; and

WHEREAS, pursuant to Section 13.07 in Appendix A of the Village of Palatine Code of Ordinances, a Minor Planned Development Amendment to the approved Planned Development Ordinance #O-62-03 for an amendment to the business plan and floor plan for the dining room, may be approved with the review and consent of the Village Council; and

WHEREAS, since the Village Council did meet on April 14, 2025, to review the Minor Amendment to the Planned Development, it was the recommendation of the Village Council that the dining room floor plan and business plan amendments be approved, subject to the recommended conditions.

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

SECTION 1: That a Minor Amendment to the Planned Development granted by Ordinance #O-62-03 is hereby granted, subject to the following condition:

1. **The Minor Planned Development Amendment shall substantially conform to the amended floor plan and business plan, attached hereto as Exhibit A, except as such may be changed to conform to Village of Palatine Codes and Ordinances.**

Attachment: MPD ORD (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

SECTION 2: **All conditions of Special Use Ordinance #O-62-03 shall remain in full force and effect.**

DATED: This _____day of _____, 2025

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

APPROVED by me this _____day of _____, 2025

_____
Mayor of the Village of Palatine

ATTEST and FILE in the office of the Village Clerk

this ____ day of _____, 2025

_____
Village Clerk

Attachment: MPD ORD (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

2/4/2025
Business Plan Revision

Lamplighter Inn Tavern and Grille
Change to the Dining room area, now to be referred to as 'The Back Room'

Due to the lack of income currently being generated in our family dining room, we would like to make changes that have been suggested, requested, and discussed with our customers. The main input has been adding skilled games to the room for another form of entertainment.

- We will be removing the center bank of tables and replacing it with an 8' pool table.
- Across the back of the room (southern side) we are going to install an electronic dart board.
- On the southwest portion of the backwall we are going to place a golden tee golf game.

These are the top three requested skilled games suggested by our customers.

The booth seating around the north, east, and west sides of the room will remain as is (seating for 20). 2-3 high tops (8-12 seats) will be added to the room. Seating in this room will be for up to 32 people.

At any time, the Back Room is occupied, a BASSET certified employee shall physically be present in the room no less than every 30 minutes. Additionally, staff from the tavern or kitchen area may serve customers. If customers are over 21, they could place their orders in the tavern and have them delivered to the 'Back Room'.

Entry to the room would continue to be the two doors on the south side of the center hallway, on either side of the staircase going up. The outdoor access (emergency door) in the SE corner of the room will be marked for emergency use only.

Currently we have 2 cameras that cover 100% of the room. They are located in the NE corner of the room and the SW corner of the room. These cameras are available to managers with approved video access. There is also a monitor in the upstairs office, which is running 100% of the time. In addition, we will be adding a wide-angle camera that will feed directly to a screen behind the tavern bar. Bartenders and customers will always have a view of the room.

We would like to install one more TV to the current two that are in the room. The new TV would be mounted on the middle of the south wall.

Attachment: Dining room Business Plan Revision - 2-2025 (003) (60 N. Bothwell Street - Minor Planned Development Amendment -

These changes will increase foot traffic in the old dining room, now referred to as the 'Back Room.' This room will now have multiple functions.

1. Casual dining
2. Skilled game offerings
3. Access by reservation for small private events
4. Use for travelling dart, golf and pool teams on a rotating schedule (organized by JJ Amusement)

The tavern will continue to be controlled in the manner laid out by our VGT rules. The door will remain closed at all times, and nobody under the age of 21 will be allowed to enter.

With Village approval I would like to make these changes as quickly as possible.

We are working with Kevin Kruk (847-744-9045) from JJ Amusements. Kevin has reviewed and the room and confirmed that the skill games will fit with the current built in booths and high tops. (See attached floor layout)

This room would operate the same hours as listed on our liquor license with the village.

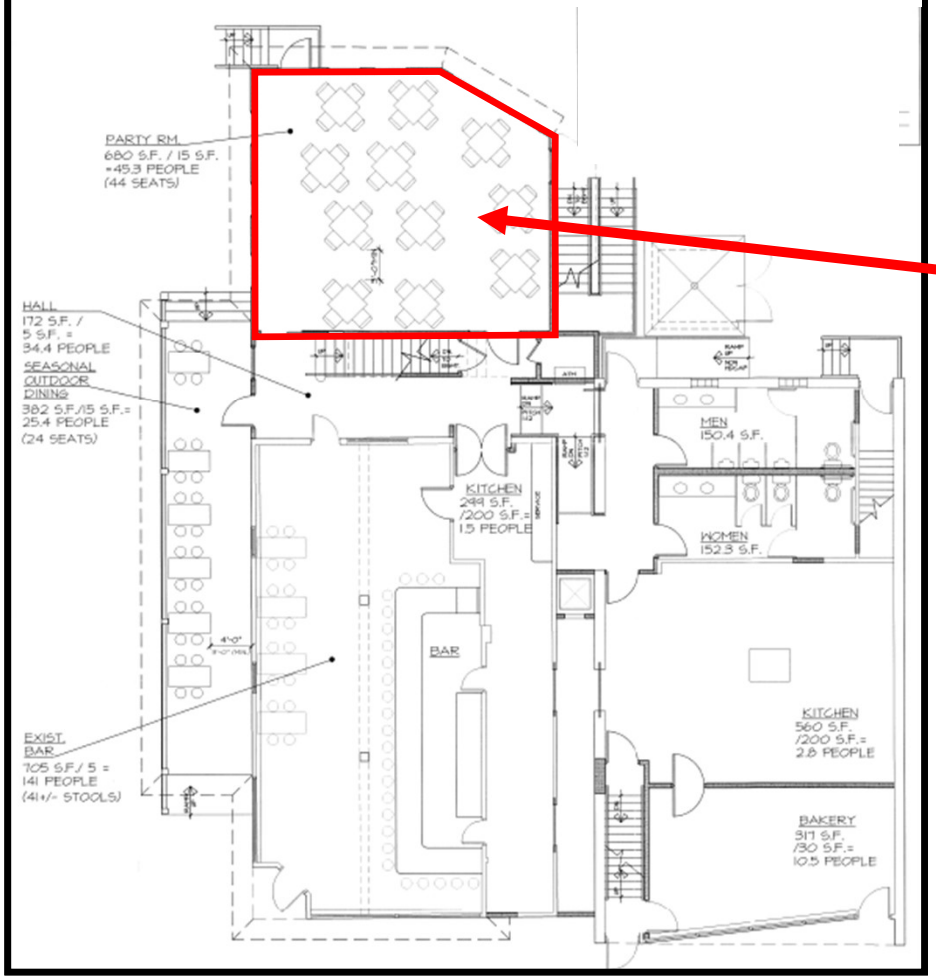
Please let me know if you have any questions and advise me what steps I need to take going forward.

Lisa Bellanca, Owner/Operator
Bellanca, Inc.
d.b.a. Lamplighter Inn Tavern and Grille
60 N. Bothwell St., Palatine, IL 60067
847-833-3258 (Cell)

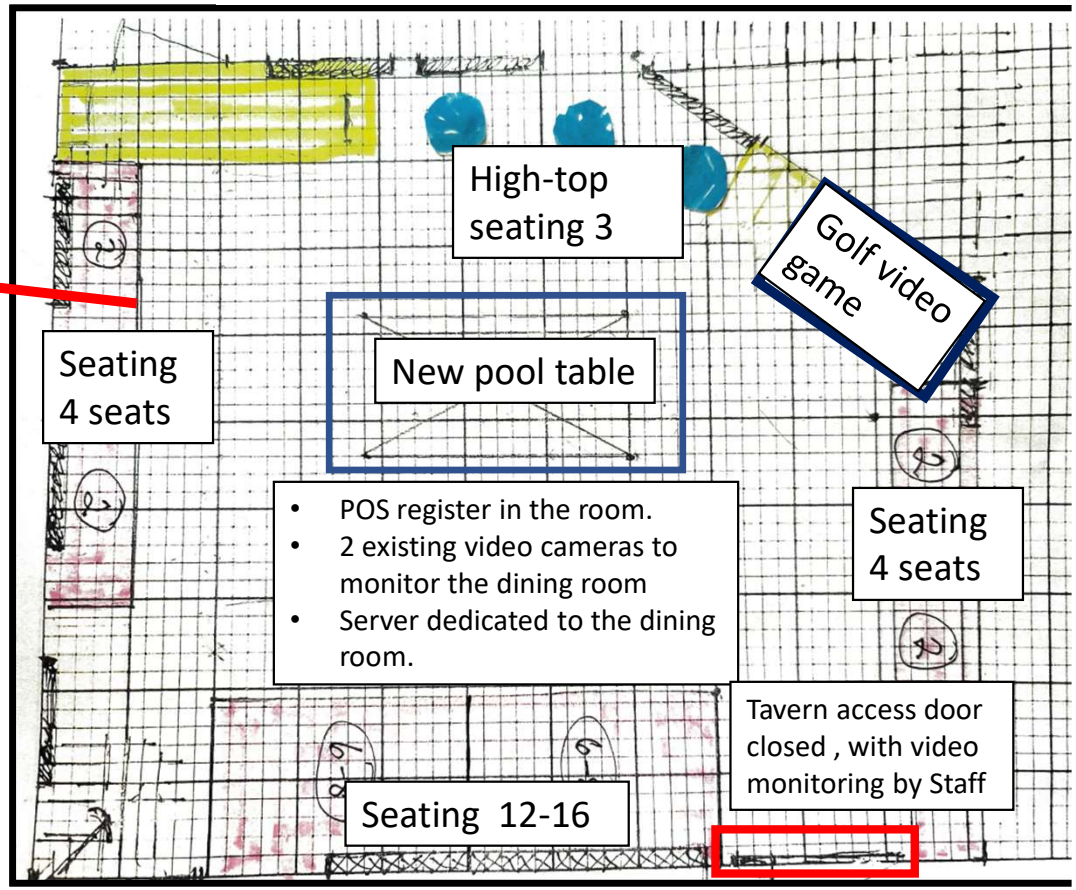
Attachment: Dining room Business Plan Revision - 2-2025 (003) (60 N. Bothwell Street - Minor Planned Development Amendment -

Attachment: EXHIBIT - Lamplighters Inn Revised Dining Room Floor Plan (60 N. Bothwell Street - Minor

Lamplighter's Approved Planned Development Floorplan



Lamplighter's Proposed Floorplan Amendment – 1st Floor dining room



The proposed revisions include adding a new pool table, Golden Tee arcad game, dart board, and seating for +/- 30 persons.

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

ORDINANCE NO. 0-62-03

ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
60 N BOTHWELL AND 39-41 W WILSON

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
On March 17, 2003**

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

ORDINANCE NO. 0-62-03

AN ORDINANCE
GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
60 N. BOTHWELL AND 39-41 W. WILSON – LAMPLIGHTER'S INN

WHEREAS, upon petition of owners of said property, hearings were held by the Committee of the Whole of the Village Council of the Village of Palatine on March 17, 2003 in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Committee of the Whole, having made its findings regarding a request for Final Planned Development approval.

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

SECTION 1: That final approval of a Planned Development is hereby granted pursuant to Section 13.05 of the Palatine Zoning Ordinance for the real estate described as follows, to wit:

Parcel 1: The East 33 feet of Lot 1 in Block 1 in Town of Palatine, according to the map thereof recorded December 7, 1855 in Book 98 of Maps, Page 28.
ALSO Parcel 2: That part of Lot 3 in Block 1 in Joel Woods Addition to Town of Palatine, according to map thereof recorded August 12, 1865 in Book 163 of Maps, Page 31 which lies South of 33 feet above described in Town of Palatine, in Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

commonly known as 60 N. Bothwell and 39-41 W. Wilson.

SECTION 2: That final approval of a Planned Development is hereby granted to the above described property pursuant to Section 13.05 of the Palatine Zoning Ordinance, subject to the following conditions:

1. The planned development shall substantially conform to the Site Plans/Floor Plans & Elevation Plans Warren Johnson Architects, dated 8/22/02, last revised 2/26/03 except as such plans may be changed to conform to Village Codes and Ordinances and the following conditions: (Staff)

2. The plat of vacation shall be revised in a manner acceptable to the Village prior to the issuance of a building permit. (Staff)

3. A more detailed sign plan shall be submitted prior to the issuance of a building permit. (Staff)

4. The planned development shall be subject to the terms and conditions of the Redevelopment Agreement. In the event that the Planned Development Ordinance and the Redevelopment conflict, the more restrictive shall apply. (Staff)

5. A letter of credit to ensure the completion of the planned development in the amount of $100,000 and in a form acceptable to the Village Engineer shall be submitted prior to the start of construction. (Code)

6. An automatic sprinkler system may be required pursuant to IBO Chapter 34. (Code)

7. A fire alarm shall be provided. All signals shall be sent directly to the Palatine Fire Department. (Code)

8. The kitchen hood and duct suppression system shall be monitored by the fire alarm. (Code)

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

9. Proper fire suppression shall be provided between the apartment and the remainder of the building. (Code)

10. The light pole shown on the east elevation should be constructed to downtown standards. (Staff)

SECTION 3: That the petition for preliminary and final planned development, a copy of the public notice, be attached hereto and form a part of this ordinance.

SECTION 4: This ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 17th day of March, 2003

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

APPROVED by me 17th day of March, 2003

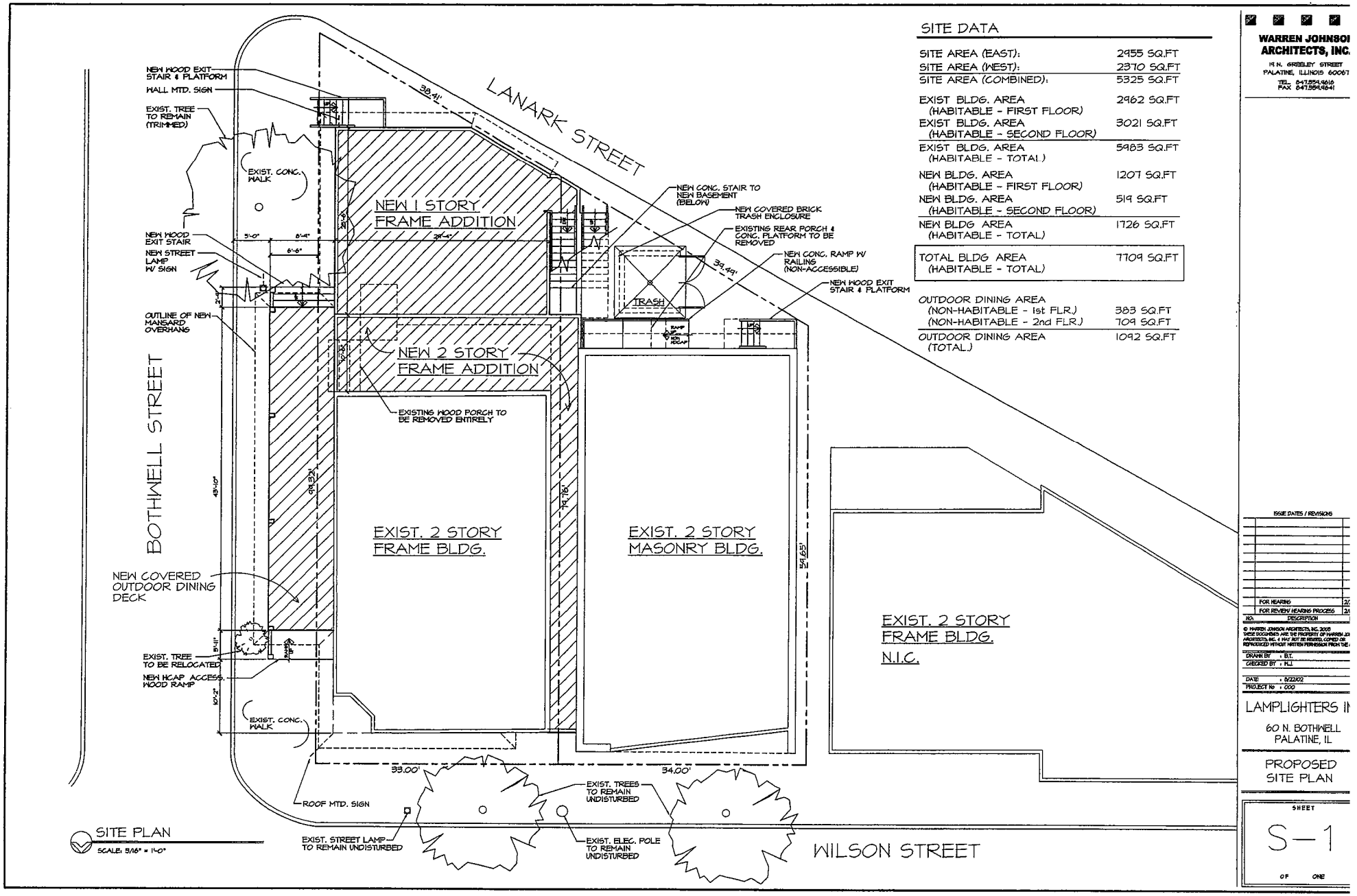
Pro-Tem Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this 17th day of March, 2003

Village Clerk

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)



SITE DATA

SITE AREA (EAST):	2955 SQ.FT
SITE AREA (WEST):	2370 SQ.FT
SITE AREA (COMBINED):	5325 SQ.FT
EXIST BLDG. AREA (HABITABLE - FIRST FLOOR)	2962 SQ.FT
EXIST BLDG. AREA (HABITABLE - SECOND FLOOR)	3021 SQ.FT
EXIST BLDG. AREA (HABITABLE - TOTAL)	5983 SQ.FT
NEW BLDG. AREA (HABITABLE - FIRST FLOOR)	1207 SQ.FT
NEW BLDG. AREA (HABITABLE - SECOND FLOOR)	519 SQ.FT
NEW BLDG AREA (HABITABLE - TOTAL)	1726 SQ.FT
TOTAL BLDG AREA (HABITABLE - TOTAL)	7709 SQ.FT
OUTDOOR DINING AREA (NON-HABITABLE - 1st FLR.)	383 SQ.FT
(NON-HABITABLE - 2nd FLR.)	709 SQ.FT
OUTDOOR DINING AREA (TOTAL.)	1092 SQ.FT

WARREN JOHNSON ARCHITECTS, INC.
19 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL. 847.554.9616
FAX 847.554.9641

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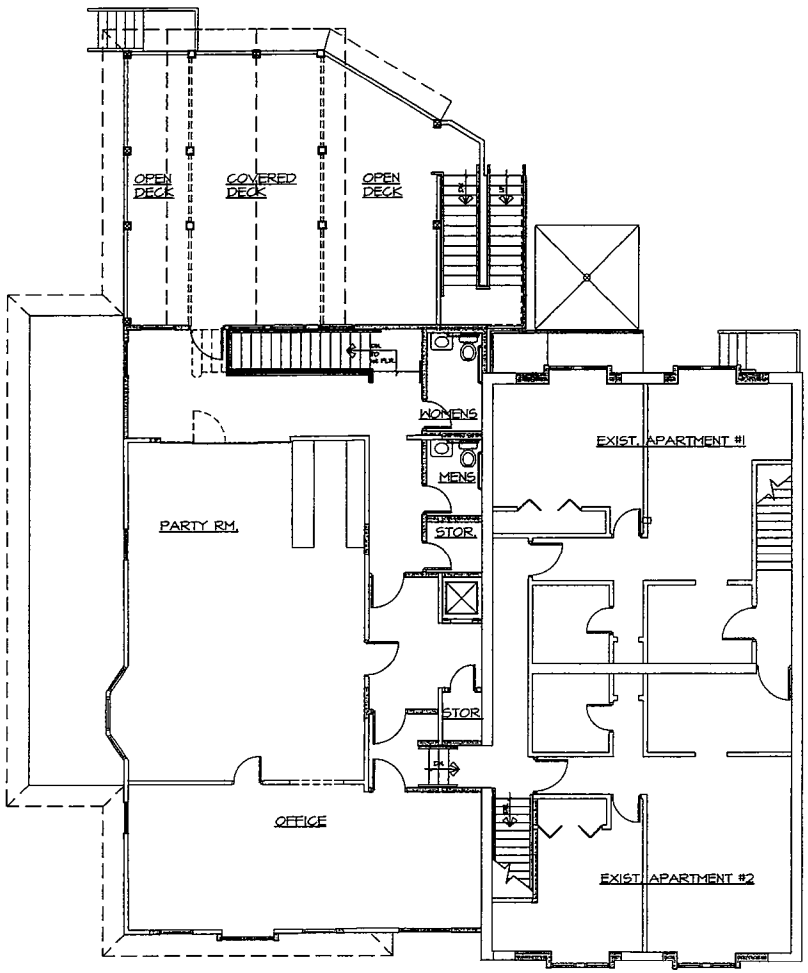
DRAWN BY : B.T.
CHECKED BY : M.J.
DATE : 8/22/02
PROJECT No : 000

LAMPLIGHTERS II
60 N. BOTHWELL
PALATINE, IL

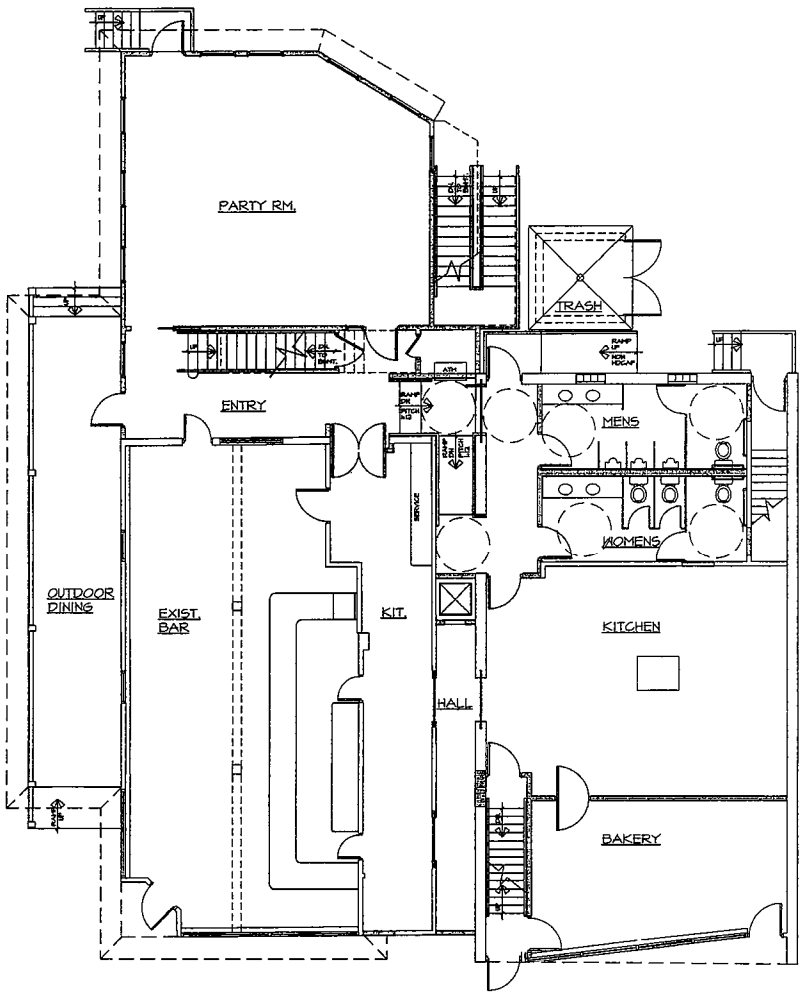
PROPOSED SITE PLAN

SHEET
S-1
OF ONE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned



SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"



FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

WARREN JOHNSON ARCHITECTS, INC.
14 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL. 847.358.4616
FAX 847.358.4641

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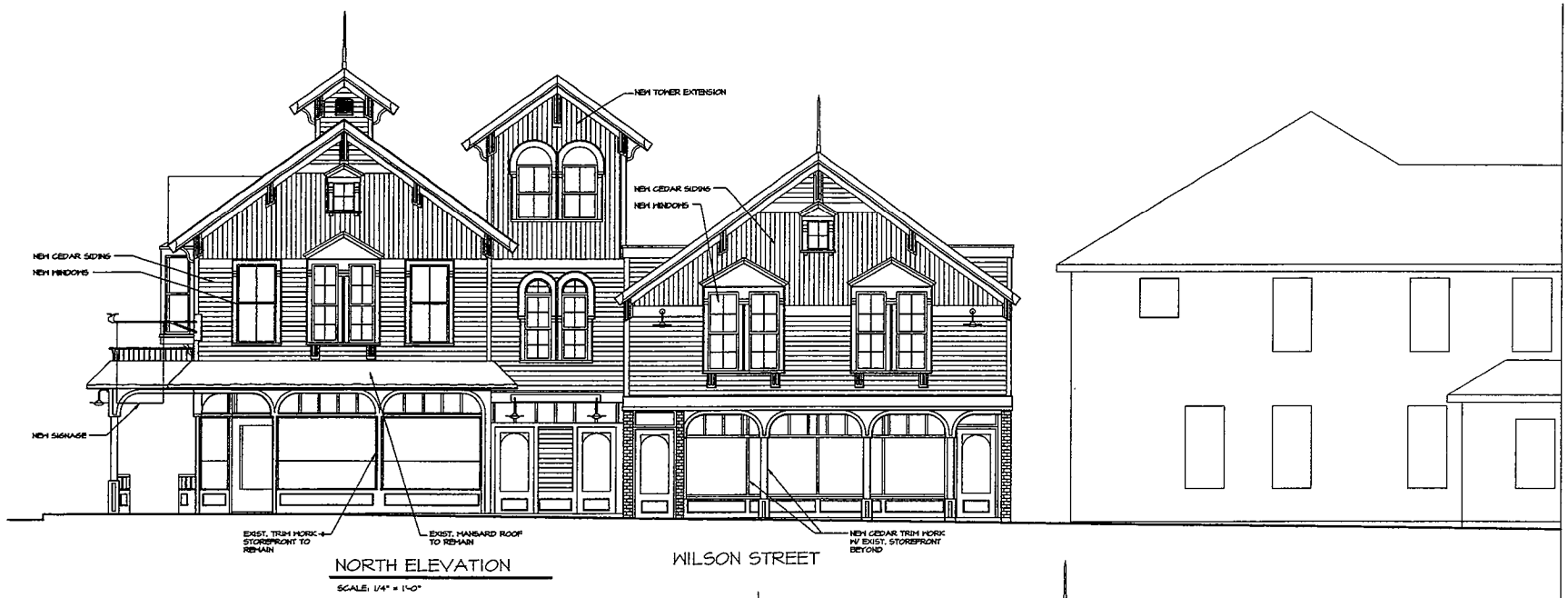
PROJECT No : 000

LAMPLIGHTERS I
60 N. BOTHWELL
PALATINE, IL

PROPOSED FLOOR PLAN

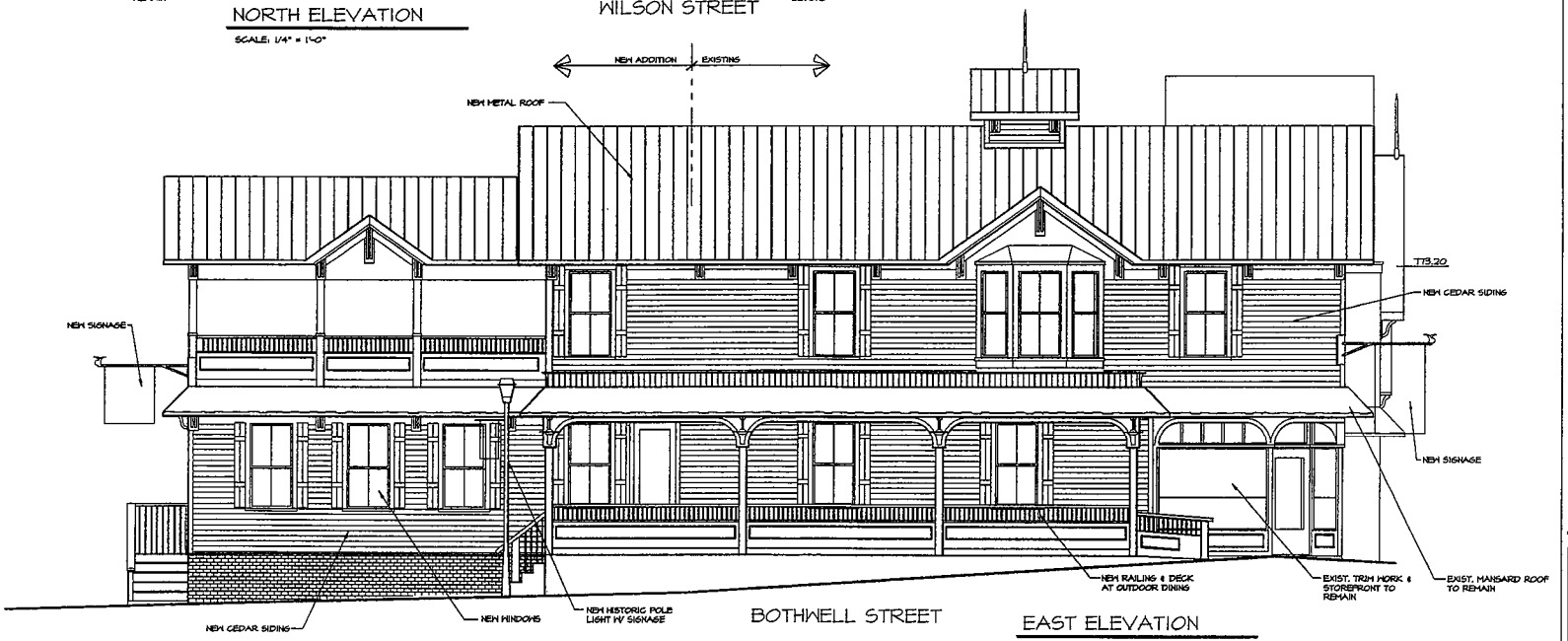
SHEET
A-1
OF THREE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned



NORTH ELEVATION

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



EAST ELEVATION

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

WARREN JOHNSON ARCHITECTS, INC.
141 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL 847.359.4616
FAX 847.359.4641

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DATE : 9/22/02
PROJECT No : 000

LAMPLIGHTERS II

60 N. BOTHWELL
PALATINE, IL

PROPOSED EXTERIOR ELEV

SHEET

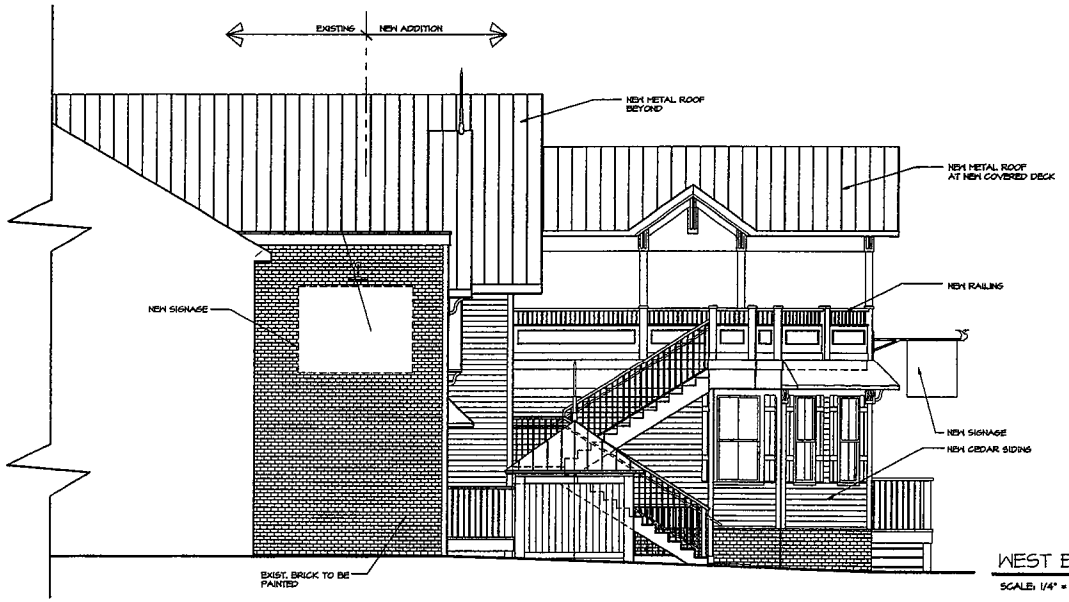
A – 2

OF THREE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned

SOUTH ELEVATION

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



WEST ELEVATION

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

WARREN JOHNSON ARCHITECTS, INC.
14 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL 847.934.9616
FAX 847.934.9641

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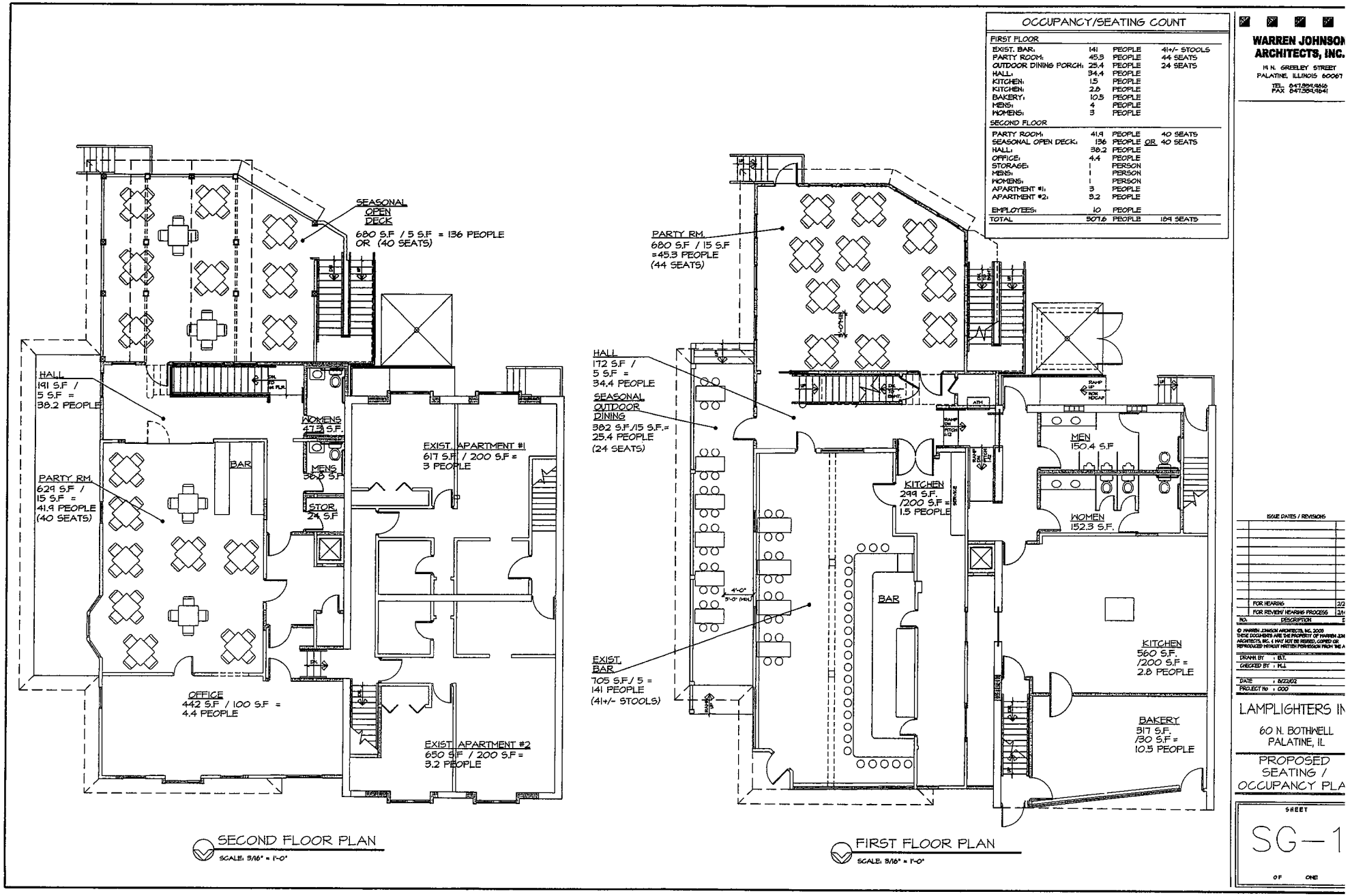
LAMPLIGHTERS II
60 N. BOTHWELL
PALATINE, IL

PROPOSED EXTERIOR ELEV

SHEET
A-3
OF THREE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned



OCCUPANCY/SEATING COUNT

FIRST FLOOR			
EXIST. BAR:	141	PEOPLE	41+/- STOOLS
PARTY ROOM:	45.3	PEOPLE	44 SEATS
OUTDOOR DINING PORCH:	25.4	PEOPLE	24 SEATS
HALL:	34.4	PEOPLE	
KITCHEN:	1.5	PEOPLE	
KITCHEN:	2.8	PEOPLE	
BAKERY:	10.5	PEOPLE	
MENS:	4	PEOPLE	
WOMENS:	3	PEOPLE	
SECOND FLOOR			
PARTY ROOM:	41.9	PEOPLE	40 SEATS
SEASONAL OPEN DECK:	136	PEOPLE OR	40 SEATS
HALL:	38.2	PEOPLE	
OFFICE:	4.4	PEOPLE	
STORAGE:	1	PERSON	
MENS:	1	PERSON	
WOMENS:	1	PERSON	
APARTMENT #1:	3	PEOPLE	
APARTMENT #2:	3.2	PEOPLE	
EMPLOYEES:	10	PEOPLE	
TOTAL	507.6	PEOPLE	169 SEATS

WARREN JOHNSON ARCHITECTS, INC.
19 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL: 847.934.9616
FAX 847.358.9641

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PROJECT No : 000

LAMPLIGHTERS IN
60 N. BOTHWELL
PALATINE, IL

PROPOSED SEATING / OCCUPANCY PLA

SHEET
SG-1
OF ONE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned

LAMPLIGHTER

INN

Established 1975

GOOD FOOD AND SPIRITS

SIGN PLAN

SCALE: NOT TO SCALE

WARREN JOHNSON ARCHITECTS, INC.
19 N. GREELEY STREET
PALATINE, ILLINOIS 60067
TEL 847.359.9616
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LAMPLIGHTERS I
60 N. BOTHWELL
PALATINE, IL

PROPOSED
SIGN PLAN

SHEET
SN-1
OF ONE

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned

UNITED SURVEY SERVICE CO.

CONSTRUCTION AND LAND SURVEYORS
9681 ELMS TERRACE, DES PLAINES, IL 60016
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@IX.NETCOM.COM

PLAT OF SURVEY

OF

PARCEL 1:

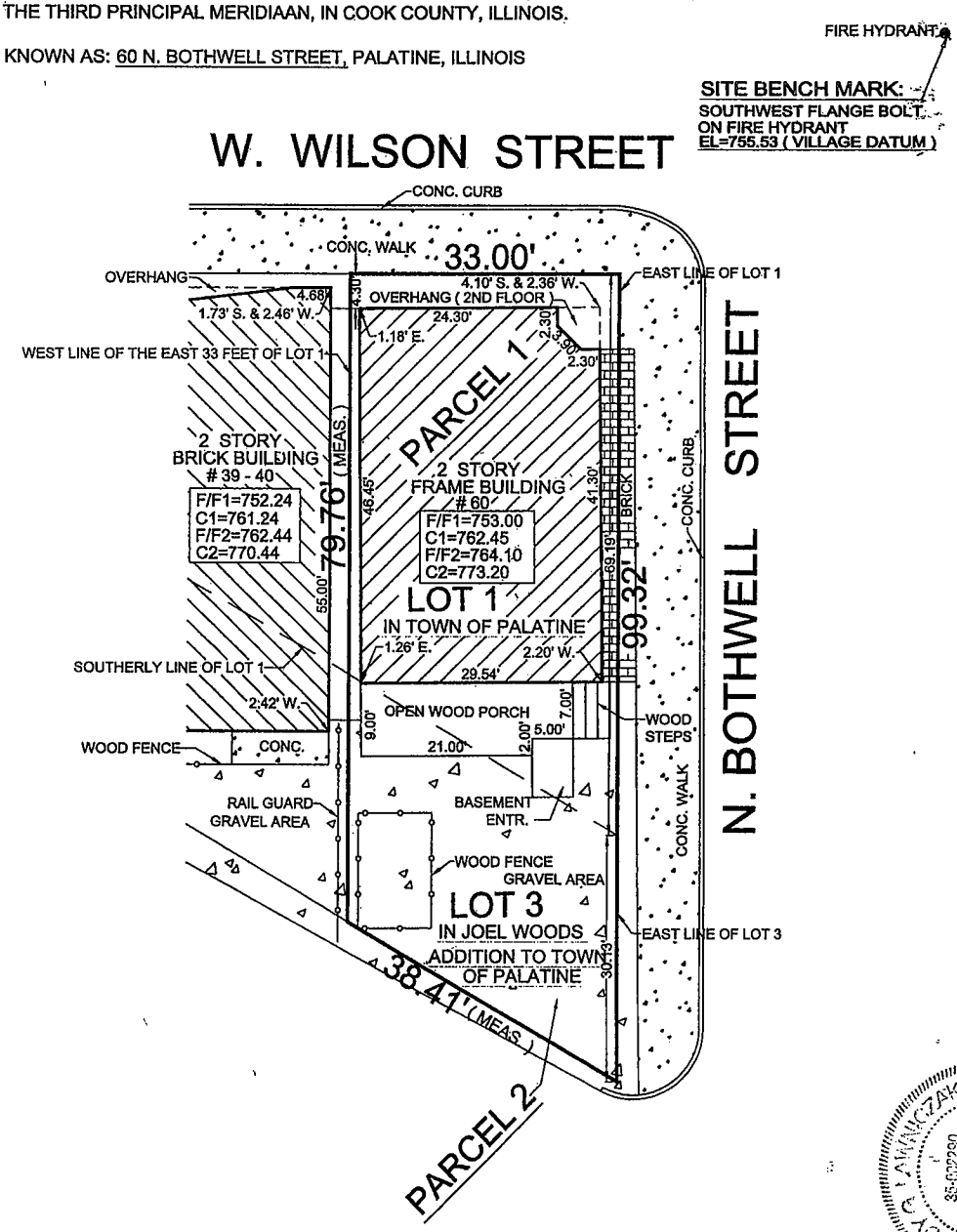
THE EAST 33 FEET OF LOT 1 IN BLOCK I IN TOWN OF PALATINE, ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 7, 1855 IN BOOK 98 OF MAPS, PAGE 28,

ALSO

PARCEL 2:

THAT PART OF LOT 3 IN BLOCK I IN JOEL WOODS ADDITION TO TOWN OF PALATINE, ACCORDING TO MAP THEREOF RECORDED AUGUST 12, 1865 IN BOOK 163 OF MAPS, PAGE 31 WHICH LIES SOUTH OF 33 FEET ABOVE DESCRIBED IN TOWN OF PALATINE, IN SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 60 N. BOTHWELL STREET, PALATINE, ILLINOIS



ROY G. LAWNICZAK
35-002290
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS
CHICAGO, IL

☑ CHECK (√) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.

ORDERED BY: BELLANCA, INC.
DATE : NOVEMBER 27, 2002
SCALE : 1" = 15'
ORDER No.: 2002 - 8670

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE LOCATED THE BUILDING ON THE ABOVE PROPERTY

Roy G. Lawniczak

ROY G. LAWNICZAK, REG. ILL. LAND SURVEYOR NO. 35 - 2290

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAII SURVEY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

Roy G. Lawniczak

ROY G. LAWNICZAK, REG. ILL. LAND SURVEYOR NO. 3

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

UNITED SURVEY SERVICE CO.

CONSTRUCTION AND LAND SURVEYORS
9681 ELMS TERRACE, DES PLAINES, IL 60016
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@IX.NETCOM.COM

PLAT OF SURVEY

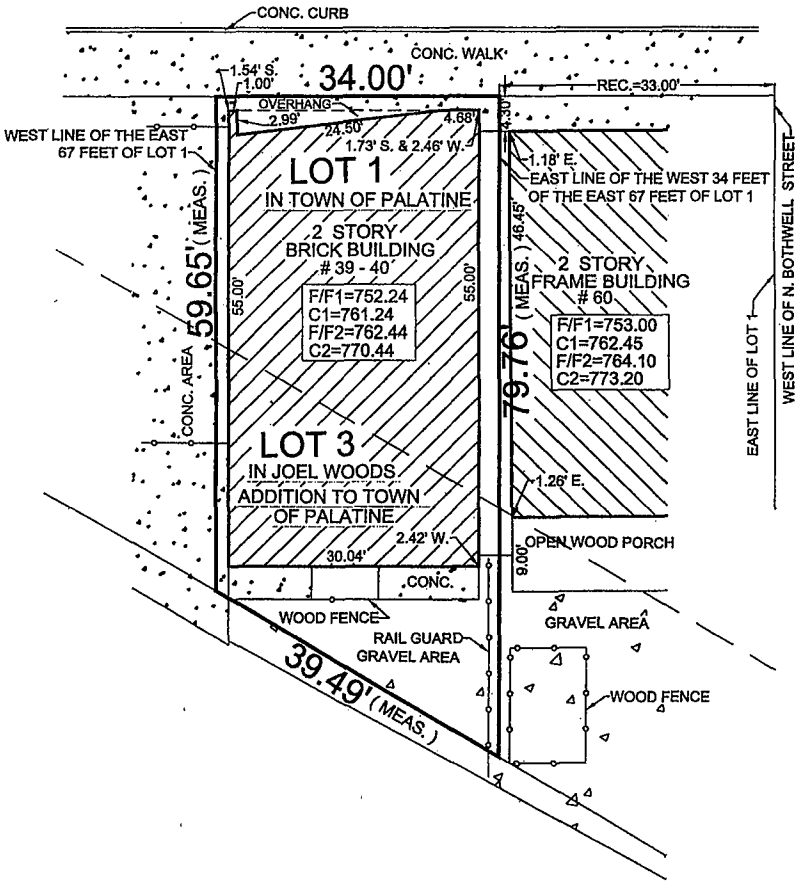
OF

THE WEST 34 FEET OF THE EAST 67 FEET AS MEASURED ON THE NORTH LINE THEREOF OF LOT 1 IN BLOCK "I" IN TOWN OF PALATINE, BEING JOEL WOODS SUBDIVISION OF PART OF THE SOUTHEAST 1 / 4 OF SECTION 15 AND PART OF THE SOUTHWEST 1 / 4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1855 AS DOCUMENT NUMBER 65257, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 39 - 40 W. WILSON STREET, PALATINE, ILLINOIS

FIRE HYDRANT

SITE BENCH MARK:
SOUTHWEST FLANGE BOLT ON FIRE HYDRANT
EL=755.53 (VILLAGE DATUM)



☑ CHECK (√) IN BOX MEANS THAT SURVEY HAS BEEN MADE FOR USE IN CONNECTION WITH A REAL ESTATE OR MORTGAGE LOAN TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.

ORDERED BY: BELLANCA, INC.
DATE : NOVEMBER 27, 2002
SCALE : 1" = 15'
ORDER No.: 2002 - 8670 - 1

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE LOCATED THE BUILDING ON THE ABOVE PROPERTY.

ROY G. LAWNICZAK, REG. ILL. LAND SURVEYOR NO. 35 - 2290

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

ROY G. LAWNICZAK, REG. ILL. LAND SURVEYOR NO. 35

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

Corrected Public Notice

A public hearing will be held before the Palatine Village Council Committee of the Whole on Monday, March 17, 2003, at 7:00 P.M., in the Village Council Chambers in the Palatine Community Center, 200 E. Wood Street relative to a request for Preliminary and Final Planned Development for an expansion to the existing Lamplighters Inn; Rezoning from B-3 Central Business to "P" Planned Development; and an Amendment to Special Use Ordinance O-110-76 for an expansion to the existing Lamplighters Inn and a Downtown Facade Improvement Grant. Also consider vacating portions of Bothwell Street.

The property is legally described as follows:

Parcel 1: The East 33 feet of Lot 1 in Block 1 in Town of Palatine, according to the map thereof recorded December 7, 1855 in Book 98 of Maps, Page 26.

ALSO Parcel 2: That part of Lot 3 in Block 1 in Joel Woods Addition to Town of Palatine, according to map thereof recorded August 12, 1865 in Book 103 of Maps, Page 21, which lies South of a line drawn described in Town of Palatine, in Section 1, Township 42 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois

commonly known as 60 N. Bothwell and 39-41 W. Wilson

The above petition has been filed by Lamplighters Inn, Lisa and Frank Bellanca and is available for examination in the office of the Village Clerk, 200 E. Wood Street.

VILLAGE OF PALATINE
Michael J. Cassady
Village Manager
DATED: This 6th day of March, 2003

Published in the Daily Herald
Mar. 6, 2003 (2979032)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinoi DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD.** That said **DAILY HERALD** is a secular newspaper and has been circulated daily in t Village(s) of Algonquin, Arlington Heights,Barrington,Barrington Hills,Bartlett,Batavia, Buffalo Grove, Burlington, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox River Grove, Geneva, Gilberts, Grayslake, Gurnee,Hampshire,Hainesville, Hanover Park, Hawthorn Woods, Hoffman Es Huntley, Inverness, Island Lake, Kildeer, Lake Barrington, Lake in the Hills, Lake Zurich Libertyville, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows,Schaumburg, Sleepy Hollow,South Barrington,St. Charles, Streamwoo Tower Lakes, Vernon Hills, Wauconda, Wheeling, North Barrington

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the firs publication of the notice hereinafter referred to and is of general circulation throughout sai Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revis the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 71: Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, wa published March 6, 2003 in said DAILY HERALD

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY _____
Authorized Agent

Control # T2979032

Attachment: Lamplighters Planned Development - #O-62-03 (60 N. Bothwell Street - Minor Planned Development Amendment - Lamplighters)

Consider a Resolution Directing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park for the Provision of Water

BACKGROUND:
In 1999, the Village of Palatine and Village of Deer Park entered into an Intergovernmental Agreement for the provision of water by Palatine to the portion of Deer Park bounded by Lake Cook Road to the south, Quentin Road to the west and Rand Road. That agreement was amended and restated in 2022 to expand the service area.

The Village is seeking the ability to install a water main extension on Hillcrest Road east of Quentin Road as part of an extension and looping project in the greater Hillcrest/Suthers/Woodland area. This improves fire protection and allows for domestic connections.

KEY ISSUES:
- Some properties along Hillcrest Road, and therefore the public right-of-way, were annexed into the Village of Deer Park prior to the rest of the area being annexed into the Village of Palatine.
- In order to loop the proposed public water main, it is necessary to extend Village of Palatine water main in right-of-way under the jurisdiction of the Village of Deer Park and along the lot frontage of properties within Deer Park.
- Palatine would install the water main.
- Deer Park properties (ten on the north side of Hillcrest and one on the south side right at Quentin) benefit in the fire protection facilities constructed and can connect for domestic use if they voluntarily choose to do so.
- No property tax or sales tax sharing is part of this agreement.
- There is no proposed allocation limitation, or reduction of any existing Deer Park allocations now in place elsewhere for the single-family land uses.
- Changes in land use to something other than single-family detached structures would result in a reconsideration of allocations and agreement terms.
- Property owners of Deer Park would be required to pay all typical connection fees, recapture fees, and permit costs if they decide they would like to connect for domestic purposes.
- Deer Park water rates would be paid by any connecting properties.
- Palatine would own and operate the facility perpetually in our perpetual easement to be granted by Deer Park.

ALTERNATIVES:
1. Approve the proposed Intergovernmental Agreement subject to final review and approval by the Village Attorney.
2. Reject the proposed Intergovernmental Agreement.

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

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

ATTACHMENTS:

- IGA Deer Park Hillcrest
- Boundary Map Black White
- Resolution IGA Deer Park - Hillcrest (PDF)
- Resolution IGA Water Agr. Deer Park - Hillcrest (Word)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Patrick T. Brankin
Schain, Burney, Banks & Kenny, Ltd.
70 W. Madison, Suite 5400
Chicago, IL 60602

THE ABOVE SPACE FOR RECORDER'S USE

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

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and among the Village of Palatine, located in Cook County, State of Illinois, and the Village of Deer Park, located in Lake County and Cook County, State of Illinois.

W I T N E S S E T H:

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

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

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

WHEREAS, pursuant to 65 ILCS 5/11-124-1 the corporate authorities of each municipality are authorized to contract with any person, corporation, municipal corporation, political subdivision,

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

public water district or any other agency for a supply of water; and

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

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

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

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

WHEREAS, this Agreement is not intended to provide for the sale of water by Palatine to Deer Park, but rather is expressly limited to providing for the sale of water to retail customers who are owners/occupants/water customers located on the Service Area and to set minimum standards to protect the public health, safety and welfare of both Villages with respect to the particular property which is the subject of this Agreement.

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

1. **Definitions.**

"Service Area" means the property presently located within the corporate limits of Deer Park, Lake County, Illinois, and legally described on Exhibit 1 and depicted on the map of the Service Area attached as Exhibit 2, or any properties within the area described on Exhibit 2 which hereafter are annexed to Deer Park.

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

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

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

"Development" means the approved plans of new development or redevelopment for the Service Area as approved by Deer Park consistent with the Land Use, Signage and Environmental Controls described in Paragraph 9 and Exhibit 4. Deer Park shall supply all such development plans to Palatine for information purposes only at the time submittal by the Developer.

"Development Water System" means the Off-Site Dedicated Water System, the On-Site Dedicated Water System, and the On-Site Privately Maintained Service Connections, all defined herein.

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

"On-site Privately Maintained Service Connections" means all necessary water pipes, mains, pumps and related equipment and appurtenances located on the Service Area, which will be constructed and installed by Developer or retail customer. Any easements necessary to provide Palatine with access to this part of the system, as determined by Palatine's Village Engineer, will be provided. This part of the system shall not be dedicated to, or accepted by Palatine, and shall be maintained by the Developer or retail customer. A final determination on what constitutes the "on-site privately maintained service connections" shall be determined by mutual agreement of Deer Park's and Palatine's Village Engineers.

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

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

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

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

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

Palatine shall have an obligation to supply, and the Service Area shall have a right to receive water flow as needed, as a single family home, subject to any and all regulations, requirements and laws present and future of the Northwest Water Commission (or any successor agency thereof) and any federal or state regulatory agencies. Palatine may, at its option, provide water to the Service Area with a change in land use to anything other than detached single family residential.

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

Developer or retail customer shall initiate the process for a water connection by applying for a tap-on. Said application shall be filed by each separate customer, shall meet Palatine's requirements including the payment of all usual and customary fees due and

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owing in connection with the request for the tap-on in the same amount Palatine charges for tap-ons within its corporate limits, shall provide Palatine with an executed Water Service Agreement substantially consistent with the terms and conditions, which are set forth in Exhibit 7; and shall provide Palatine with a statement certified by Deer Park for the purposes set forth in Paragraph 6, which statement shall be consistent with Exhibit 9. It is further agreed that only one tap-on connection and meter shall be permitted for each building to be developed on the Service Area. Palatine shall use its best efforts to require all applicants for water connection for the Service Area to present written evidence issued by Deer Park that applicant has paid any and all applicable tap-on fees required by Deer Park for such connection. Palatine's failure to do so shall not be grounds for termination of this Agreement.

Palatine shall maintain suitable records of the consumption of water by the customers and these records shall be available to Deer Park upon request at reasonable times.

Palatine shall supply Deer Park or Developer with water of a quality commensurate with that furnished to Palatine's customers. Deer Park or Developer shall bear the responsibility for maintaining the water quality at any point beyond Palatine's watermain and within the On-Site Privately Maintained Service Connections.

Deer Park or Developer shall notify and keep Palatine informed of the responsible individual(s) in charge of water operations for the Service Area. Initially, Deer Park designates its Village Engineer, which currently is the firm of Christopher Burke Engineering, Inc.

Palatine's obligation to provide water shall be conditioned on Deer Park or Developer granting it easements (in a form and with supporting title insurance reasonably satisfactory to Palatine) providing Palatine with sufficient rights of access to any and all of the Development Water System including the publicly and privately maintained water system.

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

Palatine, solely at their own expense, will construct and install all necessary water pipes, water mains, pumps and related equipment and appurtenances on public right of way within the Service Area. Such construction shall be done in accordance with good engineering practices utilized by Palatine and pursuant to plans reviewed and approved by Palatine's Village Engineer. Any material changes in the approved plans will require written approval of Palatine's Village Engineer.

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

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

4. **Palatine to Operate the System/Mutual Cooperation**.

Palatine shall operate, maintain and repair the On-Site Dedicated Water System (but not the On-Site Privately Maintained Service Connections). Palatine shall thereafter provide a public water supply for potable uses and for fire protection purposes subject to the terms and conditions contained in this Agreement. The maintenance and operation of such water system shall be consistent with Palatine's maintenance standards for the water system within its corporate limits, shall be in compliance with applicable federal, state, and other government regulations (including regulations of the Northwest Water Commission or any successor agency), and shall thereafter be the responsibility of Palatine.

Palatine and Deer Park each agree to cooperate fully with the other municipality when executing each party's respective responsibilities pursuant to this Agreement and in furtherance thereof, Deer Park hereby transfers to Palatine its statutory powers pursuant to the Illinois Municipal Code relative to making all necessary rules and regulations concerning the use of said System, and to do all acts and to make such rules and regulations for the

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construction, completion, management, or control of said System, and for the fixing and collection of water rates or rents. Deer Park agrees that when it has made an independent determination that Developer or Customer is not in compliance with the terms of this Agreement, and Palatine has made reasonable efforts to compel performance and has requested Deer Park's assistance and cooperation, to the extent legally permissible, Deer Park shall use its municipal authority to attempt to compel performance of this Agreement by Developer or Customer as herein defined.

5. **Limitations to Connection to the Development Water Supply System**.

The Service Area shall be limited to the area depicted on Exhibit 2.

Deer Park and Developer shall not permit property outside of the geographical limits of the Service Area to be connected to or serviced with water from the Development Water System without the written consent of Palatine. It is expressly understood that this Agreement is limited by its terms to water service by Palatine's water system to only the Service Area.

Any water conservation measures imposed by Palatine shall apply to the Service Area.

Nothing herein shall prohibit the construction of water wells for irrigation purposes only provided that those water wells are not connected or interconnected in any way with Palatine's Water System. Any plans for such water wells shall be submitted to, reviewed and approved by Palatine, which shall not unreasonably withhold approval, provided the terms and conditions of this subparagraph are satisfied. Nothing herein shall prohibit the continued use and maintenance of existing or replacement wells for existing uses currently being serviced by wells and which are not connected or interconnected to the Palatine Water System in any way.

No other water wells shall be constructed, installed or maintained on the Service Area without Palatine's consent except under the following conditions:

(1) Palatine consents to the construction, installation or maintenance of a

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well upon such terms and conditions as it deems acceptable in its sole discretion.

6. **Water Rates**. In addition to the consideration previously set forth herein, Palatine shall charge all users of water located on the Service Area and served by the Development Water System based on the fee schedule as amended from time to time by Village of Palatine.

- For Premises Outside of the Village that are in Deer Park

It is understood that there is a maintenance/replacement surcharge in addition to the standard rate. A maintenance/replacement surcharge for water furnished to Deer Park shall cover Palatine's maintenance related expenses for the water distribution system for the Service Area including the pump station and all associated labor to maintain the system ("Maintenance/Replacement Surcharge").

The maintenance/replacement surcharge under this Agreement shall be increased by 3% annually.

With regard to increases or decreases in the standard rate any such increases or decreases shall be rationally based which may include a study.

7. **Water Service Agreement with Customers**. Palatine shall have the right to require Developer or retail customer to execute a water service agreement as a condition precedent to the issuance of a tap-on connection. The terms and conditions of said agreement may, at Palatine's option, include the terms and conditions set forth in Exhibit 7, but Palatine may not impose additional obligations or conditions on the customer without Deer Park's written consent unless said additional obligations or conditions are those of general application.

8. **Covenant Running with the Land**. This Agreement shall constitute a covenant running with the land and shall bind Palatine, Deer Park and all persons now and hereinafter owning any interest in the Service Area or any part thereof.

9. **Indemnity**. Deer Park (as to its claims only) and Developer (as to its claims only) holds harmless and waives any claims against Palatine and its Corporate Authorities including its respective officers, agents, and employees from all liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or

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nature whatsoever resulting from any act or failure to act under this Agreement, unless Palatine or its officials have engaged in fraudulent or intentional misconduct material to such claims. Palatine will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless by Deer Park and Developer, each as to its own claims only, from all damage of any kind, nature and description which may arise as a result of making this Agreement, and the operation of the water facilities furnishing water hereunder including the quality of the water unless Palatine or its officials have engaged in fraudulent or intentional misconduct.

10. **Force Majeure**. In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with ail reasonable dispatch. The term “Force Majeure” as employed herein shall mean acts of God. strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of Palatine to deliver water hereunder or of Deer Park to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

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11. **Limits on Palatine's Right to Supply Water**. Deer Park expressly acknowledges that Palatine's authority to resell water is limited by its agreements with the Northwest Water Commission, Palatine represents and warrants that it has provided Deer Park with complete, true and accurate copies of all such agreements and that to Palatine's knowledge, information and belief, nothing in these agreements limits its authority to perform pursuant to this Agreement. Deer Park represents and warrants that it has reviewed such agreements consisting of: (a) First Amended Water Supply Contract; (b) Amendment to First Amended Water Supply Contract; and (c) Second Amendment to First Amended Water Supply Contract and that it and Deer Park is held to actual and constructive notice of those agreements and the limits, if any, on Palatine's authority contained therein. In the event of curtailments by the Northwest Water Commission or reallocation of Lake Michigan water by the State Department of Water Resources which imposes limits on the supply of water to the Palatine Water System, Deer Park agrees to accept a proportionate decrease in the maximum water supply Palatine has obligated itself to supply under this Agreement subject to the availability on a proportionate basis over the pressure zones of any other water sources referred to in paragraph 2(c). Palatine shall use its best efforts to give Deer Park prior written notice of any proposed regulation, proceeding or contractual amendment or other matter which may result in a reduction or elimination of Palatine's allocation.

12. **Non-Assignability**. No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other party.

13. **Regulatory Bodies**. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or. any authorized representative or agency of any of them; provided, however, that this Paragraph shall not be construed as waiving the right of any party to challenge such jurisdiction or the validity of any such rule, regulation, or law on any basis, including the impairment of this Agreement.

14. **Notices**. Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to Palatine or Deer Park either in person or by

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United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Village Manager
Village of Palatine
200 East Wood Street
Palatine, Illinois 60067

Village Administrator
Village of Deer Park
21040 North Rand Road
Deer Park, Illinois 60047

until and unless other addresses are specified by notice given in accordance herewith. Notices and communications shall be deemed to be given or delivered on the date of delivery, if in person or on the next business day after being deposited with a national overnight courier service, or two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, if by United States mail. Notice, which is reasonable in view of the circumstances, shall be given in cases of emergency.

15. **Effective Date and Term**. This Agreement shall become effective at such time as the corporate authorities of the respective Municipalities have authorized its Mayor/Village President to execute the Agreement and shall continue in force and effect for a period of that is coterminous with Palatine's agreement with the Northwest Water Commission or 20 years (whichever is less). The parties agree to begin negotiation of a succeeding agreement not later than five (5) years prior to the termination of this Agreement.

16. **Default, Cure and Remedies**.

(a) Except for exigent circumstances representing a material threat to public health or safety ("Exigencies"), whenever a party has failed to perform in accordance with the requirements of any provision of this Agreement, the aggrieved party shall provide specific written notice of such failure to the non- performing party detailing the non-performance and allowing the non-performing party no less than thirty (30) days to cure the non-performance. For Exigencies, the notice and cure period shall be the greatest period reasonable in view of the exigent circumstances. If a cure is not effected within the specified period, the non-performing party shall be in default and the aggrieved party may pursue any

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remedy available to it at law or in equity, without waiver of any other rights or remedies that may be available to it. For Exigencies, however, a default shall not be a basis for termination of this Agreement if the non-performing party has taken any necessary corrective action or has fully reimbursed the aggrieved party within thirty (30) days of being notified in writing of the necessary corrective or costs incurred as a result of the default.

(b) Palatine and Deer Park shall each have the right to compel each other's specific performance of this Agreement.

(c) Subject to the notice and opportunity to cure provisions in subparagraph (a) above, in the event of a default by Palatine of its maintenance of the On-Site Dedicated Water System in accordance with the standards set forth in this Agreement, Deer Park, after consultation with its Village Engineer, to the extent deemed reasonably necessary to protect the public health and safety, may effect required repairs or maintenance of the Publicly Dedicated Water System and obtain reimbursement from Palatine.

(d) In the event of any litigation over the meaning, legality, or performance of this Agreement, the prevailing party shall be entitled to recover, as part of the judgment, its reasonable costs of litigation, including but not limited to its reasonable attorneys fees.

17. **Jurisdiction; Venue**. By execution of this Agreement, the parties consent to the exclusive jurisdiction and venue of the Circuit Court of Cook County with respect to any legal action, proceeding, or controversy between them. The parties hereto acknowledge that Palatine's principal office is located in Cook County, Illinois, and that Palatine may be irreparably harmed if required to institute or defend any action in any jurisdiction or venue other than Cook County, Illinois. Deer Park further acknowledges and agrees that its consent to such jurisdiction and venue as set forth in this Paragraph is additional consideration for Palatine's willingness to enter into this Agreement and that, therefore, adequate and sufficient consideration exists for the consent to jurisdiction and venue set forth herein. Therefore, Deer Park irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Agreement may be brought only in the Circuit Court of Cook County; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any

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objection which any party may have to the laying of venue in any such suit, action or proceeding in such court; and (d) agrees to join Palatine in opposition to any petition for removal from such court.

18. **Severability; Conflicts**. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. In any such legal proceeding, Deer Park shall bear the expenses of defending the validity of this Agreement. Palatine, after consulting with Deer Park, shall have the right to select and direct legal counsel for the purposes of defending any such legal proceeding. The parties agree to cooperate and take any actions or make such amendments of this Agreement which effectuate the intent of the parties and may be necessary to maintain or preserve the legality of this Agreement. This Agreement will be subject to cancellation after thirty (30) days written notice by either party:

(a) In the event a court of competent jurisdiction, after exhaustion of all available rights of appeal, restricts or limits, directly or indirectly, any of the Northwest Water Commission's rights to obtain, sell, contract for or distribute Lake Michigan water to Palatine, or to the Service Area and further provided that the performance of this Agreement would then become impracticable.

In the event that either Deer Park or Palatine cancels this Agreement on the grounds set forth in subparagraph 20(a) above, Palatine shall release to Deer Park any unexpended funds put into escrow pursuant to this Agreement and shall also transfer and convey to Deer Park all On-Site Dedicated Water System improvements made pursuant to this Agreement dedicated to and accepted by Palatine. Further, Palatine shall assign any and all executory contracts for water system improvements entered into pursuant to this Agreement (other than for improvements specified on Exhibit 8).

19. **Applicable Law**. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

20. **Counterparts**. This Agreement may be executed in several counterparts, of which shall be an original and all of which shall constitute but one and the same Agreement.

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21. **Construction**. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibit shall control.

(e) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other mattes therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

22. **Pending Lawsuits**. There are no lawsuits pending or, to the best of either Village's knowledge, threatened, that would materially and adversely affect the ability of either Village or the Developer to proceed with the fulfillment of the terms of this Agreement.

23. **Entire Agreement/Modifications**. It is further agreed that this instrument contains the entire agreement between Palatine and Deer Park, and the parties acknowledge that all provisions contained herein may only be amended in writing, with the consent of the corporate authorities of Palatine and Deer Park, their successors and assigns. No officer, official or agent of Palatine or Deer Park has the power to amend, modify or alter this Agreement, or waiver any of its conditions as to bind Palatine or Deer Park by making a promise or representation not contained herein.

24. **Agreement as to Reasonableness of Rate.** Deer Park agrees that it has had an

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

opportunity to conduct its own studies and evaluations of the rates to be charged under this Agreement. Deer Park unconditionally agrees that the rates to be charged by and through this Agreement are reasonable and non-discriminatory and waives any and all claims challenging the rates in any way.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies have cause this Agreement to be duly executed, in counterparts, each of which shall constitute an original, all as of the day and year first written above.

VILLAGE OF PALATINE	**VILLAGE OF DEER PARK**
By:_____ Mayor	By:_____ Village President
ATTEST:	**ATTEST:**
By:_____ Village Clerk	By:_____ Village Clerk
[SEAL]	**[SEAL]**

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jim Schwantz**, Mayor and **Margaret R. Duer**, Village Clerk of the Village of Palatine, personally known to me to be the same persons whose names are subscribed to the foregoing **Amended** and Restated **Intergovernmental Agreement Between The Village of Palatine and The Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of the Palatine and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Dale Sands**, Village President and **Kim Kelly**, Village Clerk of the Village of Deer Park, personally known to me to be the same persons whose names are subscribed to the foregoing **Amended and Restated Intergovernmental Agreement Between The Village of Palatine and The Village of Deer Park Relative to Water Supply for Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument, on behalf of said limited liability company and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 20120.

_____
Notary Public

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION OF EXHIBIT
Exhibit 1	Legal Description with PIN Numbers
Exhibit 2	Map of the Service Area
Exhibit 3	List of Final Approved Plans of Development
Exhibit 4	Minimum Standards for Development of Service Area
Exhibit 5	
Exhibit 6	List of Final Approved On-Site Dedicated Water System Improvements
Exhibit 7	Terms and Conditions of Water Service Agreement with Customers
Exhibit 8	Description of the Water Supply and Storage System Improvements

*Full size copies of exhibits are available at the Village of Palatine Village Hall.

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 1

LEGAL DESCRIPTION
(including PIN Numbers)

SERVICE AREA DESCRIPTION

PERMANENT INDEX NUMBERS:

LEGAL DESCRIPTION OF SALES TAX PROPERTY

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 2

MAP OF THE SERVICE AREA

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 3

LIST OF FINAL APPROVED PLANS OF DEVELOPMENT

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 4

MINIMUM STANDARDS FOR DEVELOPMENT OF SERVICE AREA PERTAINING TO LAND USE, SIGNAGE AND ENVIRONMENTAL CONTROLS

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 5

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 6

LIST OF FINAL APPROVED ON-SITE DEDICATED WATER SYSTEM IMPROVEMENTS

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 7

TERMS AND CONDITIONS OF WATER SERVICE AGREEMENT WITH CUSTOMERS

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 8

DESCRIPTION OF THE WATER SUPPLY AND STORAGE SYSTEM IMPROVEMENTS

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

EXHIBIT 9

AVERAGE DAILY WATER ALLOCATION

Attachment: IGA Deer Park Hillcrest (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

PROPOSED WATER MAIN EXHIBIT

LAKE COOK ROAD

NORTH

#783

#719

#687

#671

#655

VILLAGE OF DEER PARK

QUENTIN ROAD

#776

#760

#748

#736

#732

#720

#706

#708

#672

#647

#2341

950 L.F. OF PROPOSED 8" WATER MAIN
WITHIN VILLAGE OF DEER PARK

HILLCREST ROAD

#2321

#775

#751

#747

#741

#733

#719

#705

#693

#635

VILLAGE OF PALATINE

HELEGESSEN STREET

Attachment: Boundary Map Black White (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

Attachment: Resolution IGA Deer Park - Hillcrest (PDF) (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND THE VILLAGE OF DEER PARK RELATIVE FOR THE SUPPLY OF WATER FOR PROPERTY WITHIN DEER PARK

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

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

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

WHEREAS, pursuant to 65 ILCS 5/11-124-1 the corporate authorities of each municipality are authorized to contract with any person, corporation, municipal corporation, political subdivision, public water district or any other agency for a supply of water; and

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

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

WHEREAS, Deer Park has requested that Palatine provide the owners of those portions of the Service Area which are within Deer Park's corporate limits, with an adequate supply of Lake Michigan water through Palatine's water transmission system; and

NOW, THEREFORE BE IT RESOLEVED THAT

1. The Mayor is hereby directed to execute an Intergovernmental Agreement between the Village of Palatine and Village of Deer Park relative to the supply of water for property within Deer Park in the County of Cook.

2. The Intergovernmental Agreement shall be subject to final review and approval of the Village Attorney for the Village of Palatine.

ADOPTED: This _____ day of _____, 2025

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

_____

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this_day of_____, 2025

_____

Village Clerk

Attachment: Resolution IGA Deer Park - Hillcrest (PDF) (IGA Between Village of Palatine and Village of Deer Park for the Provision of Water)

Attachment: Resolution IGA Water Agr. Deer Park - Hillcrest (Word) (IGA Between Village of Palatine and Village of Deer Park for the Provision

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND THE VILLAGE OF DEER PARK RELATIVE FOR THE SUPPLY OF WATER FOR PROPERTY WITHIN DEER PARK

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

WHEREAS, pursuant to 65 ILCS 5/11-124-1 the corporate authorities of each municipality are authorized to contract with any person, corporation, municipal corporation, political subdivision, public water district or any other agency for a supply of water; and

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

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

WHEREAS, Deer Park has requested that Palatine provide the owners of those portions of the Service Area which are within Deer Park's corporate limits, with an adequate supply of Lake Michigan water through Palatine's water transmission system; and

NOW, THEREFORE BE IT RESOLEVED THAT

1. The Mayor is hereby directed to execute an Intergovernmental Agreement between the Village of Palatine and Village of Deer Park relative to the supply of water for property within Deer Park in the County of Cook.

2. The Intergovernmental Agreement shall be subject to final review and approval of the Village Attorney for the Village of Palatine.

ADOPTED: This _____ day of _____, 2025

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

_____

Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk
this_day of_____, 2025

_____

Village Clerk

Attachment: Resolution IGA Water Agr. Deer Park - Hillcrest (Word) (IGA Between Village of Palatine and Village of Deer Park for the Provision

Consider a Motion for a Perpetual Water Main Easement Agreement with the Village of Deer Park

BACKGROUND:
The Village is seeking the ability to install a water main extension on Hillcrest Road east of Quentin Road as part of an extension and looping project in the greater Hillcrest/Suthers/Woodland area. This improves fire protection and allows for domestic connections.

As part of a proposed Intergovernmental Agreement with the Village of Deer Park, a perpetual easement is required to allow the Village the ability to install and maintain the proposed water main extension.

KEY ISSUES:
- The Village of Palatine would install the proposed water main.
- This allows for a looping water main for system redundancy, reliability and performance in areas to the east within the Village of Palatine.

ALTERNATIVES:
1. Approve the perpetual easement agreement subject to final review and approval by the Village Attorney.
2. Do not accept the perpetual easement agreement.

RECOMMENDATION:
Staff recommends acceptance of the perpetual easement agreement with the Village of Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a perpetual easement agreement with the Village of Deer Park.

ATTACHMENTS:

- Easement Agreement Deer Park

This instrument prepared by
And after recording, please
return to:
Patrick T. Brankin
Schain, Banks, Kenny & Schwartz Ltd.
70 West Madison
Three First National Plaza
Suite 5400
Chicago, Illinois 60602

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

GRANT OF WATER MAIN EASEMENT AGREEMENT

This **GRANT OF WATER MAIN AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2025 by and between **the Village of Deer Park**, (hereinafter "Grantor") and **Village of Palatine**, (hereinafter "Grantee"). (Grantor and Grantee shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties").

RECITALS:

WHEREAS, Grantor, is the owner of certain real property located in Cook County, Illinois, legally described in Exhibit "A", attached hereto and made a part hereof ("Property");

WHEREAS, Grantor desires to grant to Grantee, its successors, assigns, guests, invitees, employees, Grantees, contractors, a certain non-exclusive easement ("Easement") for underground water pipe line, associated utility facilities, appurtenances, supporting structures, pipes, mains, conductors, conduits, foundations, manholes, devices and associated equipment, all of which shall be located below ground, with the exception of any valve vault lids or fire hydrants, which may be located at ground level (sometimes collectively referred to as "Water Facilities") over, across, through, in and under those certain portions of the Property, said portions being as legally described on Exhibit "B", attached hereto and incorporated herein and as shown on Exhibit "C", attached hereto and incorporated herein (collectively "Easement Parcel") all as hereinafter further provided;

WHEREAS, Grantee desires to accept the Easement over the Easement Parcel, all as hereinafter further provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Non-Exclusive Easement**. Grantor hereby grants and conveys to Grantee, its successors, assigns, guests, invitees, employees, contractors, subcontractors and agents, and Grantee hereby accepts from Grantor, as an Easement appurtenant to the Property, a non-exclusive, perpetual Easement over, across, through, in and under the Easement Parcel, including the right of reasonable access thereto pursuant to this Agreement, solely for the purposes of the construction, installation, operation, maintenance, repair and replacement of an underground water pipe line and Water Facilities and for the flow of water through such line and any and all related appurtenances and facilities. Grantor reserves unto itself the right to make any use of the Easement Parcel which is not inconsistent with the rights granted herein, including without limitation the installation, repair, replacement and maintenance of surface paving, driveways and access points to and from the common right of way currently known as Hillcrest Road, utility lines, landscaping and any signs under, over, across, through and upon the Easement Parcel. Grantor agrees it shall not use the Easement Area, including constructing any building upon the Easement Parcel, in any manner which unreasonably interferes with the Easement hereunder.

2. **Purpose of Easement**. The Easement granted hereunder is to ensure that the Easement Parcel shall, at all times this Agreement is in effect, remain, among other things, as a water utility area. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If Grantor or any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location, subject to Grantor's reasonable approval. No building, fence, façade, shed, storage facility or any other structure intended for permanent use shall be constructed or maintained for any purpose on, above, within, in or under the Easement Parcel.

3. **Term**. The term of this Easement shall commence upon execution of this document and shall continue on a perpetual basis, subject to being terminable and revocable pursuant to the terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, this Agreement and the Easement shall automatically terminate and be null and void and of no further force or effect upon Grantee's termination of the Easement or Grantee's abandonment of the Water Facilities for a period in excess of one (1) year.

4. **Grantee's Work**. Grantee will enter upon the Easement Parcel and conduct Grantee's work within the Easement Parcel related to the Water Facilities (the "Grantee's Work") at Grantee's sole risk, cost and expense.

Grantee's Work shall at all times be subject to the following terms, conditions and limitations:

(i) Grantee will perform any Grantee's Work in such a manner so as to not affect the visibility of or access to Grantor's Property.

(ii) Prior to commencing any Grantee's Work, Grantee shall provide Grantor advance written notice, which notice shall provide Grantor with the plans and specifications for such Grantee's Work and the timeline for which such Grantee's Work is to be completed.

(iii) Grantor shall have the right to review and approve such Grantee's Work, which approval shall not be unreasonably withheld, conditioned or delayed.

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

(iv) Grantee will not interfere with any utility lines or other easements within the Easement Parcel or elsewhere on the Grantor's Property.

(v) Grantee shall secure all necessary government approvals and permits to complete any Grantee's Work within the Easement Parcel.

(vi) All of Grantee's Work shall be performed in a good and workmanlike manner and comply with any applicable laws, including but not limited to federal, state, and local regulatory codes, rules, ordinances and guidelines.

(vii) Grantee will take all measures necessary to ensure any Grantee's Work performed within the Easement Parcel is done safely.

(viii) Grantee will take all measures necessary to ensure Grantee's Work shall be completed within the shortest time period reasonably possible so as to minimize any interference with or to access to and from the Property.

(ix) Grantee shall comply with any other terms or conditions set forth under this Agreement.

5. **Work Repair**. Grantee covenants and agrees to restore, immediately upon completion of Grantee's Work, the Easement Parcel and Property to the same or better condition as it was prior to Grantee commencing Grantee's Work, including without limitation the restoration of all paving, stripping, and other improvements located within the Easement Parcel. Grantee shall remove all of its equipment, materials, tools, trash and debris from the Easement Parcel. Grantee shall repair, at its sole cost and expense, any damage to the Easement Parcel or Property that is related to, arises out of, or is a consequence of Grantee's Work.

6. **Hazardous Substances**. Except as used in the ordinary course of construction, Grantee agrees that it will not bring or allow the placement of any hazardous substances or materials in, on or under the Easement Parcel or Property, or cause any release of hazardous substances in, on, under or from the Easement Parcel or Property. Grantee further represents that if it introduces, releases, contacts or discovers any hazardous substances on, above, or below the Easement Parcel or Property in connection with any of Grantee's activities or Grantee's Work, it will immediately notify Grantor.

7. **Remedies**. In the event of a breach, or attempted breach or threatened breach of any of the obligations under this Agreement, the non-breaching party shall provide written notice of said breach to the breaching party. If said breach is not cured within ten (10) days after notice is received, the non-breaching party, in addition to any and all remedies at law or in equity the non-breaching party may have under applicable law, shall be entitled to the remedy of specific performance, including the right to obtain an injunction to specifically enforce the performance of such obligation, without requirement for posting of any bond. The Parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Notwithstanding anything to the contrary, if Grantee fails to cure any breach within ten (10) days after notice is received, Grantor may, in its sole discretion, cure such breach on behalf of the Grantee and collect without contest from Grantee, upon delivery of an invoice, the actual costs for the cure plus an administrative fee of ten (10%) percent of the invoice.

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

9. **Construction**. This instrument shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties is carried out.

10. **Notice**. For the purposes of giving notices under this Agreement, Grantor's address is: 23680 W Cuba Road, Deer Park, IL 60010 Attn: Village Administrator, and Grantee's address is: 200 E. Wood Street, Palatine, Illinois 60067, Attention: Village Manager. Any Party may lodge written notice of a change of address. All notices shall be sent by any of the following methods to the addresses provided for in this paragraph: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) overnight mail with a nationally recognized overnight courier. Notice shall be deemed given and received upon the first to occur of the following events: (i) actual receipt; (ii) two (2) business days after placed with the US Postal Service, (iii) One (1) business day after deposit with a nationally recognized overnight courier or (iv) upon delivery, if personally delivered..

11. **Compliance with Laws**. Grantee shall, at its sole cost and expense, comply with any and all applicable laws, statutes, ordinances and regulations with respect to the ownership, operation, maintenance, repair, preservation and replacement of the Water Facilities and the Easement Parcel.

12. **No Liens**. Grantee shall not record nor permit to be recorded any mechanic's or other lien against the Easement Parcel for any labor or materials in connection with work of any character performed on the Easement Parcel. In the event of the recordation of any such lien, Grantee shall have such lien discharged or bonded over on or before ten (10) calendar days after receipt of notice of any such lien. In addition, Grantor shall have the right, but not the obligation, to cause such lien to be released and Grantee shall pay, on demand, all of Grantor's costs and reasonable attorneys' fees in connection therewith.

13. **Condition of the Easement Parcel; Indemnity**. Grantee acknowledges that it has inspected the Easement Parcel with full knowledge of the physical condition thereof. Grantee hereby agrees to indemnify, defend and hold Grantor, its agents, representatives and employees harmless from and against any and all loss, injury, liability, expense, costs, penalty, fee, damage or claim, including, but not limited to, reasonable attorneys fees and court costs, incurred in connection with or related to any matter, problem, claim, liability or occurrence that may arise by reason of Grantee's Work or Grantee and/or it's independent contractors, employees, representatives and agents entry upon and use of the Easement Parcel pursuant to this Agreement, including, but not limited to Grantee and/or it's independent contractors, employees, representatives and agents intentional acts, negligence, gross negligence or willful and wanton conduct.

14. **Insurance**. (a) Grantee shall procure and maintain, at its sole cost and expense, and cause its consultants, contractors, subcontractors and agents to procure and maintain, at their sole cost and expense, during the term of this Agreement, insurance insuring Grantee and Grantor against general liability, workers' compensation, fire, casualty, theft and property damage and liability for hazardous material occurring on the Easement Parcel or Property due to or caused by

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

Grantee and/or it's guests, invitees, employees, Grantees and contractors use of the Easement Parcel during the term of this Agreement. Notwithstanding anything contained herein to the contrary, Grantee may, at Grantee's sole option, obtain insurance from, or participate in from time to time, such other alternative risk management program(s) or pool(s) as the Grantee may determine in its sole and exclusive discretion. Prior to any entry onto the Easement Parcel, Grantee shall deliver a certificate of insurance reasonably acceptable to Grantor evidencing the insurance coverage required hereunder. All such insurance required hereunder shall not be cancelled without thirty (30) calendar days written notice to Grantor by Grantee, or any successor alternative risk management program or pool chosen by Grantee.

(b) Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be deemed or construed as a waiver of any tort immunity rights in favor of or retained by Grantee, in its municipal or governmental capacity, under applicable governmental laws, rules, regulations, and ordinances.

15. **Binding Effect**. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the Parties.

16. **Survival Clause**. If any term, provision, covenant or condition in this Agreement shall be or be held to be invalid, whether in general or as to any particular situation or circumstance, the remainder of this instrument and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect for all intents and purposes as though such invalid term, provision, covenant or condition had never been and it shall not be deemed that any such invalid provision effects the consideration for the Easement; and each provision of the Easement shall be valid and enforceable to the fullest extent permitted by law. If any of the covenants or rights created by this instrument would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

17. **No Waiver; Counterpart Execution**. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18. **Assignment**. Grantee may not assign Grantee's rights in this Agreement without Grantor's prior written consent, and such assignment shall not be effective against Grantor until a copy of said assignment is delivered to Grantor and accepted by Grantor.

19. **Attorneys' Fees**. In the event of any action or proceeding brought by either Party against the other for any matter arising out of or in any way relating to this Agreement or the Easement contained herein, the non-prevailing Party in such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing Party in connection with such action or proceeding.

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

20. **Easement Shall Continue Notwithstanding Breach**. It is expressly agreed that no breach of this Agreement shall (i) entitle any Party to cancel, rescind, or otherwise terminate the Easement contained herein. However, such limitation shall not affect in any manner any other rights or remedies which any Party may otherwise have hereunder by reason of any such breach.

21. **Entire Agreement**. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

22. **Authority**. Grantor and Grantee each represent and warrant that the individual singing this Agreement on their behalf is duly authorized to enter into this Agreement and to execute and legally bind such party to it.

23. **Miscellaneous**.

(a) The Article headings in this document are for convenience only, shall in no way define or limit the scope or content of the Agreement, and shall not be considered in any construction or interpretation for any part hereof.

(b) Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

(c) This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by Grantor and Grantee, or their respective successors or assigns, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

(d) The recitals set forth hereinabove are incorporated herein and made a part hereof.

(e) Time is of the essence of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and date first above written.

GRANTOR:

VILLAGE OF DEER PARK

By: _____
Name: _____
Title: _____

ATTEST:

_____

By: _____
Name: _____
Title: _____

GRANTEE:

VILLAGE OF PALATINE

By: _____
Name: _____
Title: _____

ATTEST:

_____

By: _____
Name: _____
Title: _____

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of _____ _____. and _____, _____ of said _____ _____, personally known to me to be the same persons whose names are subscribed to the foregoing Grant of Water Main Easement Agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, on behalf of the ___ _____ and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 20_____.

_____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of _____ _____. and _____, _____ of said _____ _____, personally known to me to be the same persons whose names are subscribed to the foregoing Grant of Water Main Easement Agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, on behalf of the ___ _____ and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 20_____.

_____
Notary Public

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE WEST HILLCREST ROAD PUBLIC RIGHT OF WAY EXTENDING FROM THE NORTH QUENTIN ROAD PUBLIC RIGHT OF WAY TO A POINT 500 FEET EASTERLYIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT PARCEL

THE NORTHEASTERLY 45.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

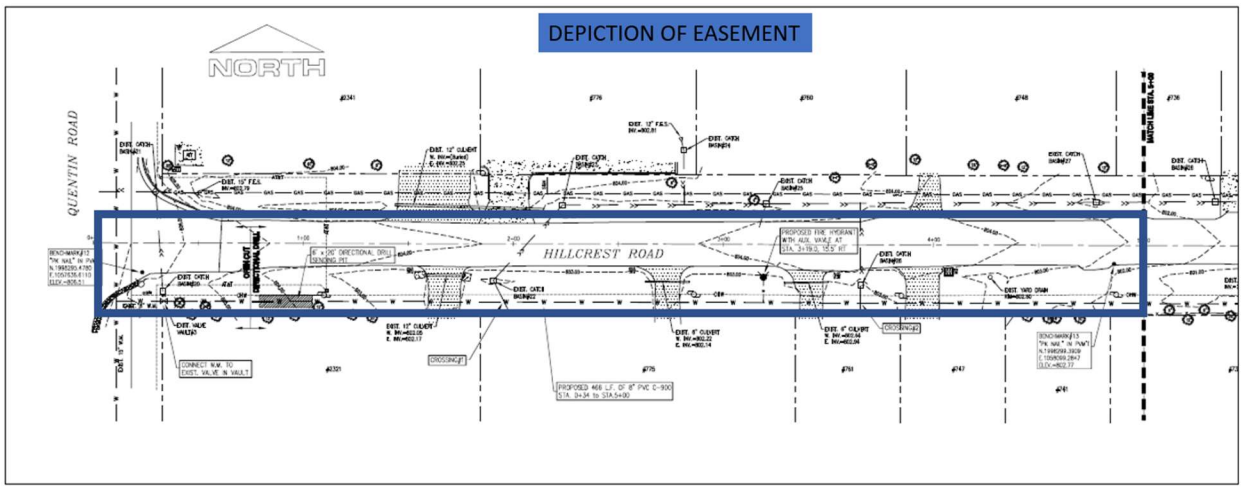
THE WEST HILLCREST ROAD PUBLIC RIGHT OF WAY EXTENDING FROM THE NORTH QUENTIN ROAD PUBLIC RIGHT OF WAY TO A POINT 500 FEET EASTERLYIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

.

Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

EXHIBIT "C"

DEPICTION OF EASEMENT



Attachment: Easement Agreement Deer Park (Easement for Water Main with Deer Park)

Consider a Motion to Award Alternate B for the Water Main Extensions Project

BACKGROUND:
Locations of water main extensions were identified and are recommended for interconnection to improve fire protection and eliminate dead ends. These extensions would improve system reliability, provide access to Village water in certain areas, improve water quality, and create more uniform system pressures.

In February of 2025, the Village Council awarded the base bid to extend water main on Center Road east of Quentin Road. Additive Alternate B, extending water on Suthers Lane and Hillcrest Road was pended until an intergovernmental agreement with the Village of Deer Park could be established. Now that terms have been agreed upon, this work can proceed, including a looping water main and fire hydrant installation, and domestic connection can be made if residents choose to do so.

KEY ISSUES:
- Alternate B includes the water main extension on Suthers Lane from Woodland to Hillcrest and on Hillcrest Road from Quentin Road to Suthers Lane.
- The low responsive and responsible bidder for Alternate B was the same low bidder for the base bid, Bluewater Construction, LLC of Wauconda, Illinois in the amount of $400,000.
- The Right of Way and easement issues have been agreed upon with the Village of Deer Park.

ALTERNATIVES:
1. Award the contract for the additive alternate portion of the Water Main Extensions Project to Bluewater Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends awarding the additive alternate portion of the contract for the Water Main Extensions Project base bid to Bluewater Construction.

BUDGET IMPACT:
Funding is available from the Water Fund of the 2025 Capital Improvement Program to accommodate this work.

ACTION REQUIRED:
Motion to award the additive alternate portion of the contract for the Water Main Extensions Project to Bluewater Construction, LLC of Wauconda, Illinois in the amount of $400,000.

ATTACHMENTS:
- Bid Tabulation
- W Center Rd WTM Ext proposed PII p

VILLAGE OF PALATINE

Bidding Summary
2024 Water Main Extensions Project
February 4, 2025

	Bidding Contractors	As Read Bid Amount	As Corrected Bid Amount
1	Bluewater Construction, LLC	$ 1,125,000.00	Correct as Read
2	Mauro Sewer Construction, Inc.	$ 1,197,850.00	Correct as Read
3	John Neri Construction Co., Inc.	$ 1,223,651.00	Correct as Read
4	Bolder Contractors, Inc.	$ 1,333,265.00	Correct as Read
5	Trine Construction Corp.	$ 1,375,000.00	Correct as Read
6	IHC Construction Companies, LLC	$ 1,417,780.00	Correct as Read
7	H. Linden & Sons Sewer and Water, Inc.	$ 1,427,888.00	Correct as Read
8	Berger Contractors, Inc.	$ 1,650,369.00	Correct as Read

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
Date: February 4, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2024 Water Main Extensions Project
DPW- 2425
Section # N/A

COMPUTED BY: KML

Red unit price = unit price is above median unit price
Blue unit price = unit price is equal to median unit price
Green unit price = unit price is below median unit price

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Cost Estimate UNIT PRICE	Cost Estimate TOTAL	Low Bidder: Bluewater Construction, L 2358 Bluewater Drive Wauconda, IL 60084 (847) 416-6986 UNIT PRICE	Low Bidder TOTAL	2: Mauro Sewer Construction, I 1251 Redeker Road Des Plaines, IL 60016 (847) 803-2033 Fax (847) 803-2034 UNIT PRICE	2 TOTAL	3: John Neri Construction Co., 770 W. Factory Road Addison, IL 60101 (630) 629-8384 Fax (630) 629-7001 UNIT PRICE	3 TOTAL	4: Bolder Contractors, Inc. 316 Cary Point Drive Cary, IL 60013 (847) 236-0785 Fax (224) 888-8130 UNIT PRICE	4 TOTAL
1	SUPPLEMENTAL WATERING	UNIT	110	$4.00	$440.00	$1.00	$110.00	$70.00	$7,700.00	$1.00	$110.00	$10.00	$1,100.00
2	TOPSOIL FURNISH AND PLACE, 4"	SY	1,800	$10.00	18,000.00	6.00	$10,800.00	8.50	$15,300.00	10.00	18,000.00	5.00	9,000.00
3	SODDING (SPECIAL)	SY	1,800	$20.00	36,000.00	8.00	$14,400.00	16.00	$28,800.00	21.00	37,800.00	12.00	21,600.00
4	TREE PROTECTION	LF	150	$6.00	900.00	3.00	$450.00	10.00	$1,500.00	5.00	750.00	10.00	1,500.00
5	SILT FENCE	LF	1,000	$5.00	5,000.00	3.00	$3,000.00	6.00	$6,000.00	4.00	4,000.00	4.00	4,000.00
6	DRAINAGE STRUCTURE INLET FILTER BASKET AND CLEANING	EA	10	$300.00	3,000.00	25.00	$250.00	200.00	$2,000.00	200.00	2,000.00	100.00	1,000.00
7	TREE REMOVAL (<15" diameter)	EA	5	$3,000.00	15,000.00	250.00	$1,250.00	2,400.00	$12,000.00	650.00	3,250.00	700.00	3,500.00
8	TRENCH BACKFILL	CY	350	$50.00	17,500.00	1.00	$350.00	35.00	$12,250.00	55.00	19,250.00	20.00	7,000.00
9	PCC CURB AND GUTTER REMOVE AND REPLACE	LF	30	$50.00	1,500.00	110.00	$3,300.00	75.00	$2,250.00	75.00	2,250.00	80.00	2,400.00
11	CONCRETE DRIVEWAY REMOVE AND REPLACE	SY	50	$85.00	4,250.00	180.00	$9,000.00	135.00	$6,750.00	120.00	6,000.00	40.00	2,000.00
12	HMA DRIVEWAY REMOVE AND REPLACE	SY	219	$75.00	16,425.00	49.00	$10,731.00	60.00	$13,140.00	60.00	13,140.00	50.00	10,950.00
13	PAVEMENT REMOVAL AND REPLACE, FULL DEPTH	SY	104	$150.00	15,600.00	92.00	$9,568.00	120.00	$12,480.00	85.00	8,840.00	70.00	7,280.00
15	STRUCTURE TO BE ADJUSTED	EA	1	$2,500.00	2,500.00	500.00	$500.00	1,000.00	$1,000.00	500.00	500.00	1,000.00	1,000.00
16	STORM SEWER REMOVE & REPLACE 8" PVC, C 900	LF	90	$75.00	6,750.00	65.00	$5,850.00	100.00	$9,000.00	98.00	8,820.00	100.00	9,000.00
17	STORM SEWER REMOVE & REPLACE 12" PVC, C 900	LF	147	$150.00	22,050.00	75.00	$11,025.00	115.00	$16,905.00	110.00	16,170.00	125.00	18,375.00
18	STORM SEWER REMOVE & REPLACE 15" PVC, C 900	LF	170	$175.00	29,750.00	80.00	$13,600.00	125.00	$21,250.00	125.00	21,250.00	175.00	29,750.00
20	CATCH BASIN, TYPE A, 4' DIA., TY 1 F & G, REMOVE & REPLACE	EA	3	$5,000.00	15,000.00	4000.00	$12,000.00	4,500.00	$13,500.00	4,500.00	13,500.00	3,500.00	10,500.00
21	INLET, TYPE A, 2' DIA., TY 1 FRAME & GRATE	EA	1	$3,000.00	3,000.00	2000.00	$2,000.00	2,000.00	$2,000.00	2,400.00	2,400.00	1,500.00	1,500.00
22	REMOVE AND REPLACE F.E.S.- 12"	EA	2	$2,000.00	4,000.00	750.00	$1,500.00	2,000.00	$4,000.00	2,200.00	4,400.00	3,000.00	6,000.00
23	CORE CONNECTION	EA	1	$2,500.00	2,500.00	250.00	$250.00	2,000.00	$2,000.00	500.00	500.00	650.00	650.00
24	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (DIRECTIONAL DRILLED)	LF	2,640	$225.00	594,000.00	165.00	$435,600.00	130.00	$343,200.00	148.00	390,720.00	170.00	448,800.00
25	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (OPEN CUT)	LF	305	$200.00	61,000.00	165.00	$50,325.00	150.00	$45,750.00	130.00	39,650.00	170.00	51,850.00
26	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EA	6	$9,000.00	54,000.00	5500.00	$33,000.00	6,000.00	$36,000.00	7,400.00	44,400.00	5,000.00	30,000.00
27	TEMPORARY VALVE ON 8" WATERMAIN	EA	1	$3,000.00	3,000.00	100.00	$100.00	3,000.00	$3,000.00	3,200.00	3,200.00	2,750.00	2,750.00
28	WATER MAIN LINE STOP 8"	EA	1	$9,000.00	9,000.00	100.00	$100.00	10,000.00	$10,000.00	6,000.00	6,000.00	9,000.00	9,000.00
29	INSTALL TEMPORARY CAP ON 8" WATERMAIN FOR TESTING & REMOVE	EA	1	$1,500.00	1,500.00	100.00	$100.00	1,500.00	$1,500.00	750.00	750.00	500.00	500.00

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
Date: February 4, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2024 Water Main Extensions Project
DPW- 2425
Section # N/A

COMPUTED BY: KML

Red unit price = unit price is above median unit price
Blue unit price = unit price is equal to median unit price
Green unit price = unit price is below median unit price

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Cost Estimate UNIT PRICE	Cost Estimate TOTAL	Low Bidder: Bluewater Construction, L 2358 Bluewater Drive Wauconda, IL 60084 (847) 416-6986 UNIT PRICE	Low Bidder TOTAL	2: Mauro Sewer Construction, I 1251 Redeker Road Des Plaines, IL 60016 (847) 803-2033 Fax (847) 803-2034 UNIT PRICE	2 TOTAL	3: John Neri Construction Co., 770 W. Factory Road Addison, IL 60101 (630) 629-8384 Fax (630) 629-7001 UNIT PRICE	3 TOTAL	4: Bolder Contractors, Inc. 316 Cary Point Drive Cary, IL 60013 (847) 236-0785 Fax (224) 888-8130 UNIT PRICE	4 TOTAL
30	FIRE HYDRANT TO BE RECONNECTED	EA	1	$2,000.00	2,000.00	1500.00	$1,500.00	3,000.00	$3,000.00	3,600.00	3,600.00	4,500.00	4,500.00
31	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	7	$10,000.00	70,000.00	9500.00	$66,500.00	9,500.00	$66,500.00	9,500.00	66,500.00	6,000.00	42,000.00
32	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 8"	EA	2	$8,000.00	16,000.00	5500.00	$11,000.00	5,000.00	$10,000.00	3,500.00	7,000.00	6,000.00	12,000.00
33	TRAFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	$35,000.00	35,000.00	5000.00	$5,000.00	24,500.00	$24,500.00	8,400.00	8,400.00	40,000.00	40,000.00
34	PRE-CONSTRUCTION VIDEO TAPING	LS	1	$2,000.00	2,000.00	500.00	$500.00	3,000.00	$3,000.00	1,800.00	1,800.00	500.00	500.00
35	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	25	$125.00	3,125.00	10.00	$250.00	100.00	$2,500.00	1.00	25.00	80.00	2,000.00
36	REMOVAL AND DISPOSAL OF REGULATED SUBSTANANCES (Contaminated)	CY	25	$125.00	3,125.00	10.00	$250.00	125.00	$3,125.00	1.00	25.00	125.00	3,125.00
37	MOBILIZATION	LS	1	$35,000.00	35,000.00	7500.00	$7,500.00	5,000.00	$5,000.00	15,950.00	15,950.00	45,000.00	45,000.00
38	SURVEYING, STAKING & AS-BUILTS	LS	1	$4,000.00	4,000.00	2991.00	$2,991.00	17,000.00	$17,000.00	6,000.00	6,000.00	6,000.00	6,000.00
39	SOIL TESTING AND LPC-662/663 FORMS	LS	1	$1,500.00	1,500.00	100.00	$100.00	3,500.00	$3,500.00	3,500.00	3,500.00	1,500.00	1,500.00
40	TREE REMOVAL (>15" diameter)	EA	1	$5,000.00	5,000.00	250.00	$250.00	2,500.00	$2,500.00	1,200.00	1,200.00	1,000.00	1,000.00
	ALTERNATE BID B												
1B	SUPPLEMENTAL WATERING	UNIT	28	$4.00	112.00	1.00	$28.00	70.00	$1,960.00	1.00	28.00	10.00	280.00
2B	TOPSOIL FURNISH AND PLACE, 4"	SY	500	$10.00	5,000.00	6.00	$3,000.00	8.50	$4,250.00	12.00	6,000.00	5.00	2,500.00
3B	SODDING (SPECIAL)	SY	500	$20.00	10,000.00	8.00	$4,000.00	16.00	$8,000.00	30.00	15,000.00	12.00	6,000.00
4B	TREE PROTECTION	LF	50	$6.00	300.00	3.00	$150.00	10.00	$500.00	5.00	250.00	10.00	500.00
5B	SILT FENCE	LF	350	$5.00	1,750.00	3.00	$1,050.00	6.00	$2,100.00	4.00	1,400.00	6.00	2,100.00
6B	DRAINAGE STRUCTURE INLET FILTER BASKET AND CLEANING	EA	7	$300.00	2,100.00	25.00	$175.00	200.00	$1,400.00	200.00	1,400.00	100.00	700.00
7B	TREE REMOVAL (<15" diameter)	EA	6	$3,000.00	18,000.00	100.00	$600.00	1,500.00	$9,000.00	650.00	3,900.00	700.00	4,200.00
8B	TRENCH BACKFILL	CY	150	$50.00	7,500.00	1.00	$150.00	35.00	$5,250.00	55.00	8,250.00	20.00	3,000.00
10B	PCC RIBBON CURB REMOVE AND REPLACE	LF	130	$80.00	10,400.00	10.00	$1,300.00	125.00	$16,250.00	68.00	8,840.00	50.00	6,500.00
11B	CONCRETE DRIVEWAY REMOVE AND REPLACE	SY	25	$85.00	2,125.00	180.00	$4,500.00	135.00	$3,375.00	140.00	3,500.00	110.00	2,750.00
12B	HMA DRIVEWAY REMOVE AND REPLACE	SY	25	$75.00	1,875.00	49.00	$1,225.00	60.00	$1,500.00	95.00	2,375.00	75.00	1,875.00
14B	PAVEMENT AND CONC. BORDER REMOVE AND REPLACE, FULL DEPTH	SY	215	$200.00	43,000.00	94.00	$20,210.00	60.00	$12,900.00	120.00	25,800.00	70.00	15,050.00
15B	STRUCTURE TO BE ADJUSTED	EA	1	$2,500.00	2,500.00	500.00	$500.00	1,000.00	$1,000.00	500.00	500.00	1,000.00	1,000.00

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
Date: February 4, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2024 Water Main Extensions Project
DPW- 2425
Section # N/A

COMPUTED BY: KML

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17B	STORM SEWER REMOVE & REPLACE 12" PVC, C 900	LF	20	$150.00	3,000.00	85.00	$1,700.00	115.00	$2,300.00	110.00	2,200.00	125.00	2,500.00
19B	STORM SEWER REMOVE & REPLACE 18" PVC, C 900	LF	20	$200.00	4,000.00	100.00	$2,000.00	120.00	$2,400.00	145.00	2,900.00	200.00	4,000.00
24B	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (DIRECTIONAL DRILLED)	LF	1,524	$225.00	342,900.00	165.00	$251,460.00	135.00	$205,740.00	152.00	231,648.00	150.00	228,600.00
25B	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (OPEN CUT)	LF	156	$200.00	31,200.00	165.00	$25,740.00	150.00	$23,400.00	135.00	21,060.00	180.00	28,080.00
26B	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EA	2	$9,000.00	18,000.00	5500.00	$11,000.00	6,000.00	$12,000.00	7,400.00	14,800.00	9,000.00	18,000.00
27B	TEMPORARY VALVE ON 8" WATERMAIN	EA	1	$3,000.00	3,000.00	100.00	$100.00	3,000.00	$3,000.00	3,200.00	3,200.00	2,750.00	2,750.00
28B	WATER MAIN LINE STOP 8"	EA	1	$9,000.00	9,000.00	100.00	$100.00	10,000.00	$10,000.00	6,000.00	6,000.00	9,000.00	9,000.00
29B	INSTALL TEMPORARY CAP ON 8" WATERMAIN FOR TESTING & REMOVE	EA	1	$1,500.00	1,500.00	100.00	$100.00	1,500.00	$1,500.00	750.00	750.00	500.00	500.00
31B	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	5	$10,000.00	50,000.00	9500.00	$47,500.00	9,500.00	$47,500.00	9,500.00	47,500.00	12,000.00	60,000.00
32B	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 8"	EA	2	$8,000.00	16,000.00	5500.00	$11,000.00	5,000.00	$10,000.00	3,500.00	7,000.00	6,000.00	12,000.00
33B	TRAFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	$20,000.00	20,000.00	5000.00	$5,000.00	18,000.00	$18,000.00	6,500.00	6,500.00	35,000.00	35,000.00
34B	PRE-CONSTRUCTION VIDEO TAPING	LS	1	$2,000.00	2,000.00	100.00	$100.00	2,000.00	$2,000.00	1,500.00	1,500.00	500.00	500.00
35B	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	25	$125.00	3,125.00	10.00	$250.00	100.00	$2,500.00	1.00	25.00	80.00	2,000.00
36B	REMOVAL AND DISPOSAL OF REGULATED SUBSTANANCES (Contaminated)	CY	25	$125.00	3,125.00	10.00	$250.00	125.00	$3,125.00	1.00	25.00	150.00	3,750.00
37B	MOBILIZATION	LS	1	$25,000.00	25,000.00	5000.00	$5,000.00	3,000.00	$3,000.00	9,950.00	9,950.00	27,000.00	27,000.00
38B	SURVEYING, STAKING & AS-BUILTS	LS	1	$4,000.00	4,000.00	1612.00	$1,612.00	7,000.00	$7,000.00	5,000.00	5,000.00	2,000.00	2,000.00
39B	SOIL TESTING AND LPC-662/663 FORMS	LS	1	$1,500.00	1,500.00	100.00	$100.00	3,000.00	$3,000.00	3,500.00	3,500.00	1,500.00	1,500.00
40B	TREE REMOVAL (>15" diameter)	EA	1	$5,000.00	5,000.00	100.00	$100.00	4,000.00	$4,000.00	1,200.00	1,200.00	1,000.00	1,000.00
	TOTAL BASE BID AS READ				**$ 1,118,415.00**		**$ 725,000.00**		**$ 769,900.00**		**$ 781,650.00**		**$ 848,630.00**
	TOTAL BASE BID AS CORRECTED												
	TOTAL ALTERNATE B BID AS READ				**$ 647,012.00**		**$ 400,000.00**		**$ 427,950.00**		**$ 442,001.00**		**$ 484,635.00**
	TOTAL ALTERNATE B BID AS CORRECTED												
	TOTAL BID AS READ						**$ 1,125,000.00**		**$ 1,197,850.00**		**$ 1,223,651.00**		**$ 1,333,265.00**
	TOTAL BID AS CORRECTED				**$ 1,765,427.00**								
	PROPOSAL GUARANTEE						5.00%		5.00%		5.00%		5.00%

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
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Green unit price = unit price is below median unit price

				5		6		7		8			
				Trine Construction Corp. 1041 Trine Court, Suite A St. Charles, IL 60174 (630) 668-4626 Fax (630) 668-4828		IHC Construction Companies, L 385 Airport Road, Suite 100 Elgin, IL 60123 (847) 742-1516		H. Linden & Sons Sewer and Water, 722 E. South Street, Unit D Plano, IL 60545 (630) 552-9955 Fax (630) 522-0955		Berger Contractors, Inc. 1205 Garland Road Wauconda, IL 60084 (847) 526-5457 Fax (847) 526-4204			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SUPPLEMENTAL WATERING	UNIT	110	$1.00	$110.00	$1.00	$110.00	$1.00	$110.00	$28.00	$3,080.00		
2	TOPSOIL FURNISH AND PLACE, 4"	SY	1,800	9.20	16,560.00	12.00	21,600.00	6.00	10,800.00	8.00	14,400.00		
3	SODDING (SPECIAL)	SY	1,800	16.96	30,528.00	14.00	25,200.00	14.00	25,200.00	17.75	31,950.00		
4	TREE PROTECTION	LF	150	5.75	862.50	4.00	600.00	8.00	1,200.00	7.00	1,050.00		
5	SILT FENCE	LF	1,000	5.75	5,750.00	3.00	3,000.00	4.00	4,000.00	3.50	3,500.00		
6	DRAINAGE STRUCTURE INLET FILTER BASKET AND CLEANING	EA	10	189.75	1,897.50	428.00	4,280.00	180.00	1,800.00	275.00	2,750.00		
7	TREE REMOVAL (<15" diameter)	EA	5	1,667.50	8,337.50	2,140.00	10,700.00	1,000.00	5,000.00	570.00	2,850.00		
8	TRENCH BACKFILL	CY	350	85.27	29,844.50	130.00	45,500.00	51.00	17,850.00	35.00	12,250.00		
9	PCC CURB AND GUTTER REMOVE AND REPLACE	LF	30	119.60	3,588.00	69.00	2,070.00	60.00	1,800.00	145.00	4,350.00		
11	CONCRETE DRIVEWAY REMOVE AND REPLACE	SY	50	193.20	9,660.00	187.00	9,350.00	100.00	5,000.00	125.00	6,250.00		
12	HMA DRIVEWAY REMOVE AND REPLACE	SY	219	63.25	13,851.75	57.00	12,483.00	48.00	10,512.00	90.00	19,710.00		
13	PAVEMENT REMOVAL AND REPLACE, FULL DEPTH	SY	104	224.25	23,322.00	136.00	14,144.00	100.00	10,400.00	125.00	13,000.00		
15	STRUCTURE TO BE ADJUSTED	EA	1	1,017.83	1,017.83	1,224.00	1,224.00	1,000.00	1,000.00	1,250.00	1,250.00		
16	STORM SEWER REMOVE & REPLACE 8" PVC, C 900	LF	90	135.19	12,167.10	112.00	10,080.00	110.00	9,900.00	125.00	11,250.00		
17	STORM SEWER REMOVE & REPLACE 12" PVC, C 900	LF	147	149.38	21,958.86	160.00	23,520.00	135.00	19,845.00	155.00	22,785.00		
18	STORM SEWER REMOVE & REPLACE 15" PVC, C 900	LF	170	164.29	27,929.30	220.00	37,400.00	149.00	25,330.00	175.00	29,750.00		
20	CATCH BASIN, TYPE A, 4' DIA., TY 1 F & G, REMOVE & REPLACE	EA	3	4,890.22	14,670.66	8,100.00	24,300.00	4,000.00	12,000.00	4,500.00	13,500.00		
21	INLET, TYPE A, 2' DIA., TY 1 FRAME & GRATE	EA	1	2,345.63	2,345.63	1,700.00	1,700.00	3,000.00	3,000.00	2,525.00	2,525.00		
22	REMOVE AND REPLACE F.E.S.- 12"	EA	2	2,568.73	5,137.46	975.00	1,950.00	1,500.00	3,000.00	3,100.00	6,200.00		
23	CORE CONNECTION	EA	1	4,615.00	4,615.00	680.00	680.00	2,000.00	2,000.00	5,650.00	5,650.00		
24	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (DIRECTIONAL DRILLED)	LF	2,640	129.93	343,015.20	125.00	330,000.00	170.00	448,800.00	202.00	533,280.00		
25	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (OPEN CUT)	LF	305	141.53	43,166.65	330.00	100,650.00	170.00	51,850.00	200.00	61,000.00		
26	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EA	6	9,049.71	54,298.26	17,500.00	105,000.00	7,800.00	46,800.00	6,500.00	39,000.00		
27	TEMPORARY VALVE ON 8" WATERMAIN	EA	1	7,042.96	7,042.96	7,400.00	7,400.00	5,000.00	5,000.00	6,500.00	6,500.00		
28	WATER MAIN LINE STOP 8"	EA	1	7,712.50	7,712.50	13,000.00	13,000.00	4,000.00	4,000.00	12,000.00	12,000.00		
29	INSTALL TEMPORARY CAP ON 8" WATERMAIN FOR TESTING & REMOVE	EA	1	2,520.11	2,520.11	1,500.00	1,500.00	3,000.00	3,000.00	5,050.00	5,050.00		

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
Date: February 4, 2025
Time: 11:00 AM
Location: Village Hall

Red unit price = unit price is above median unit price
Blue unit price = unit price is equal to median unit price
Green unit price = unit price is below median unit price

				5 Trine Construction Corp. 1041 Trine Court, Suite A St. Charles, IL 60174 (630) 668-4626 Fax (630) 668-4828		6 IHC Construction Companies, L 385 Airport Road, Suite 100 Elgin, IL 60123 (847) 742-1516		7 H. Linden & Sons Sewer and Water, 722 E. South Street, Unit D Plano, IL 60545 (630) 552-9955 Fax (630) 522-0955		8 Berger Contractors, Inc. 1205 Garland Road Wauconda, IL 60084 (847) 526-5457 Fax (847) 526-4204			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
30	FIRE HYDRANT TO BE RECONNECTED	EA	1	4,948.42	4,948.42	2,900.00	2,900.00	4,000.00	4,000.00	10,000.00	10,000.00		
31	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	7	10,426.44	72,985.08	12,500.00	87,500.00	8,000.00	56,000.00	11,000.00	77,000.00		
32	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 8"	EA	2	5,069.61	10,139.22	1,800.00	3,600.00	4,000.00	8,000.00	8,200.00	16,400.00		
33	TRAFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	3,105.00	3,105.00	6,600.00	6,600.00	75,000.00	75,000.00	2,700.00	2,700.00		
34	PRE-CONSTRUCTION VIDEO TAPING	LS	1	14,655.44	14,655.44	1,420.00	1,420.00	2,000.00	2,000.00	1,500.00	1,500.00		
35	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	25	80.00	2,000.00	161.00	4,025.00	74.00	1,850.00	145.00	3,625.00		
36	REMOVAL AND DISPOSAL OF REGULATED SUBSTANANCES (Contaminated)	CY	25	80.00	2,000.00	245.00	6,125.00	74.00	1,850.00	225.00	5,625.00		
37	MOBILIZATION	LS	1	48,600.00	48,600.00	10,500.00	10,500.00	28,000.00	28,000.00	55,000.00	55,000.00		
38	SURVEYING, STAKING & AS-BUILTS	LS	1	6,325.00	6,325.00	12,400.00	12,400.00	15,000.00	15,000.00	10,000.00	10,000.00		
39	SOIL TESTING AND LPC-662/663 FORMS	LS	1	4,025.00	4,025.00	4,800.00	4,800.00	3,000.00	3,000.00	4,000.00	4,000.00		
40	TREE REMOVAL (>15" diameter)	EA	1	2,350.00	2,350.00	2,140.00	2,140.00	1,000.00	1,000.00	1,600.00	1,600.00		
	ALTERNATE BID B												
1B	SUPPLEMENTAL WATERING	UNIT	28	1.00	28.00	1.00	28.00	2.00	56.00	28.00	784.00		
2B	TOPSOIL FURNISH AND PLACE, 4"	SY	500	9.20	4,600.00	12.00	6,000.00	6.00	3,000.00	8.00	4,000.00		
3B	SODDING (SPECIAL)	SY	500	16.96	8,480.00	14.00	7,000.00	14.00	7,000.00	20.00	10,000.00		
4B	TREE PROTECTION	LF	50	5.75	287.50	4.00	200.00	8.00	400.00	7.00	350.00		
5B	SILT FENCE	LF	350	5.75	2,012.50	3.00	1,050.00	4.00	1,400.00	3.50	1,225.00		
6B	DRAINAGE STRUCTURE INLET FILTER BASKET AND CLEANING	EA	7	305.13	2,135.91	428.00	2,996.00	180.00	1,260.00	275.00	1,925.00		
7B	TREE REMOVAL (<15" diameter)	EA	6	1,667.50	10,005.00	1,351.00	8,106.00	1,000.00	6,000.00	570.00	3,420.00		
8B	TRENCH BACKFILL	CY	150	85.27	12,790.50	114.00	17,100.00	51.00	7,650.00	35.00	5,250.00		
10B	PCC RIBBON CURB REMOVE AND REPLACE	LF	130	106.95	13,903.50	43.00	5,590.00	65.00	8,450.00	65.00	8,450.00		
11B	CONCRETE DRIVEWAY REMOVE AND REPLACE	SY	25	208.15	5,203.75	187.00	4,675.00	130.00	3,250.00	155.00	3,875.00		
12B	HMA DRIVEWAY REMOVE AND REPLACE	SY	25	63.25	1,581.25	57.00	1,425.00	48.00	1,200.00	190.00	4,750.00		
14B	PAVEMENT AND CONC. BORDER REMOVE AND REPLACE, FULL DEPTH	SY	215	304.75	65,521.25	148.00	31,820.00	115.00	24,725.00	155.00	33,325.00		
15B	STRUCTURE TO BE ADJUSTED	EA	1	1,017.83	1,017.83	1,224.00	1,224.00	1,000.00	1,000.00	1,300.00	1,300.00		

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

BID OPENING
Date: February 4, 2025
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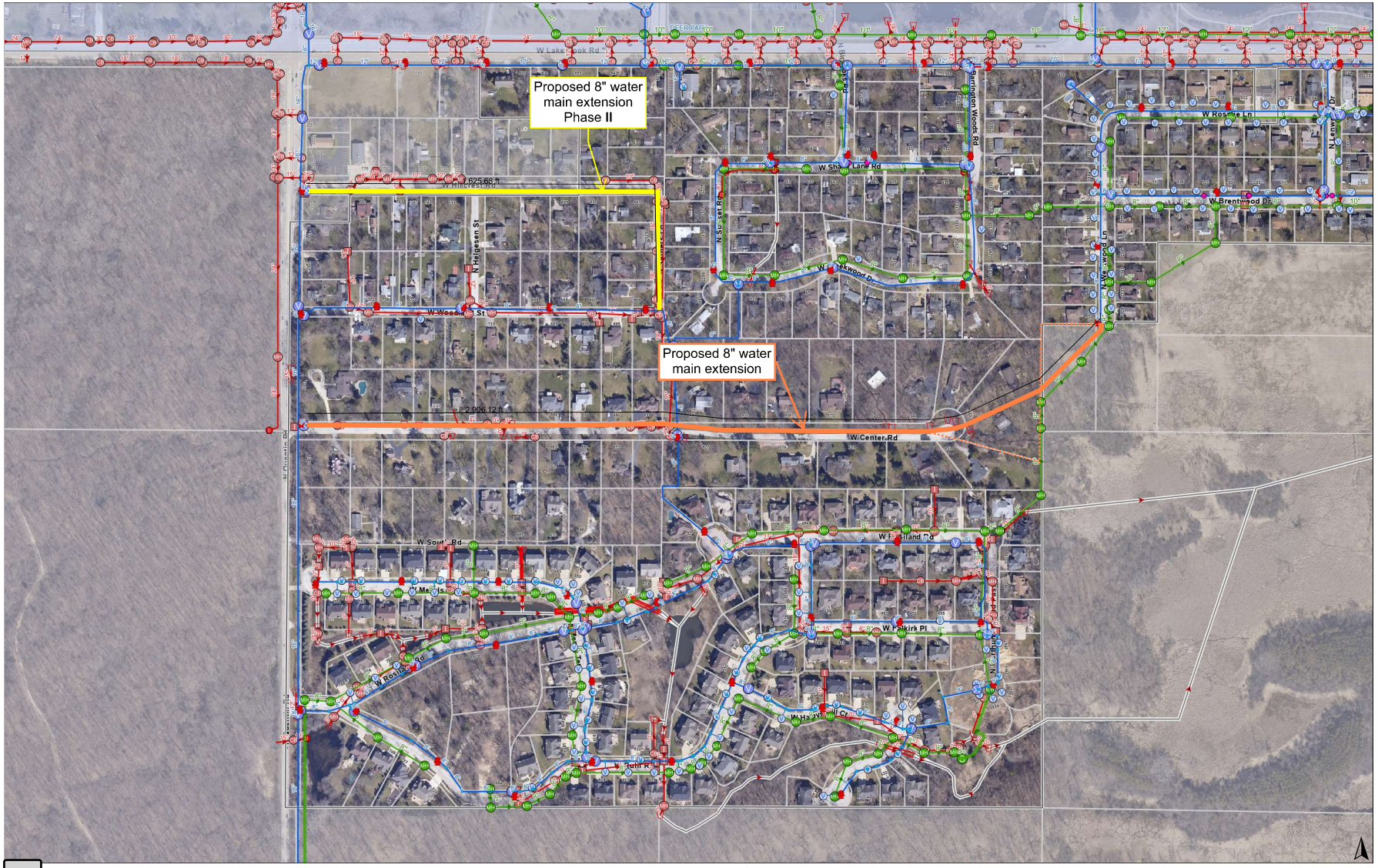
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
17B	STORM SEWER REMOVE & REPLACE 12" PVC, C 900	LF	20	148.42	2,968.40	254.00	5,080.00	135.00	2,700.00	185.00	3,700.00		
19B	STORM SEWER REMOVE & REPLACE 18" PVC, C 900	LF	20	174.57	3,491.40	251.00	5,020.00	300.00	6,000.00	400.00	8,000.00		
24B	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (DIRECTIONAL DRILLED)	LF	1,524	131.62	200,588.88	122.00	185,928.00	170.00	259,080.00	192.00	292,608.00		
25B	PVC, C900, REST. JT., WITH TRACER WIRE, 8" (OPEN CUT)	LF	156	141.53	22,078.68	253.00	39,468.00	170.00	26,520.00	192.00	29,952.00		
26B	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EA	2	9,049.71	18,099.42	14,056.00	28,112.00	7,800.00	15,600.00	6,550.00	13,100.00		
27B	TEMPORARY VALVE ON 8" WATERMAIN	EA	1	7,042.96	7,042.96	7,400.00	7,400.00	5,000.00	5,000.00	6,500.00	6,500.00		
28B	WATER MAIN LINE STOP 8"	EA	1	7,712.50	7,712.50	13,000.00	13,000.00	4,000.00	4,000.00	11,800.00	11,800.00		
29B	INSTALL TEMPORARY CAP ON 8" WATERMAIN FOR TESTING & REMOVE	EA	1	2,520.11	2,520.11	1,500.00	1,500.00	3,000.00	3,000.00	5,050.00	5,050.00		
31B	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	5	10,426.44	52,132.20	10,750.00	53,750.00	8,000.00	40,000.00	10,500.00	52,500.00		
32B	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 8"	EA	2	5,069.61	10,139.22	2,956.00	5,912.00	4,000.00	8,000.00	8,500.00	17,000.00		
33B	TRAFIC CONTROL AND PROTECTION (SPECIAL)	LS	1	2,875.00	2,875.00	4,500.00	4,500.00	50,000.00	50,000.00	2,500.00	2,500.00		
34B	PRE-CONSTRUCTION VIDEO TAPING	LS	1	9,749.13	9,749.13	700.00	700.00	2,000.00	2,000.00	1,500.00	1,500.00		
35B	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	25	80.00	2,000.00	161.00	4,025.00	74.00	1,850.00	148.00	3,700.00		
36B	REMOVAL AND DISPOSAL OF REGULATED SUBSTANANCES (Contaminated)	CY	25	80.00	2,000.00	245.00	6,125.00	74.00	1,850.00	235.00	5,875.00		
37B	MOBILIZATION	LS	1	31,965.18	31,965.18	4,600.00	4,600.00	5,000.00	5,000.00	50,000.00	50,000.00		
38B	SURVEYING, STAKING & AS-BUILTS	LS	1	4,025.00	4,025.00	7,435.00	7,435.00	5,000.00	5,000.00	10,000.00	10,000.00		
39B	SOIL TESTING AND LPC-662/663 FORMS	LS	1	2,300.00	2,300.00	4,956.00	4,956.00	1,000.00	1,000.00	4,000.00	4,000.00		
40B	TREE REMOVAL (>15" diameter)	EA	1	2,702.50	2,702.50	3,604.00	3,604.00	1,000.00	1,000.00	1,600.00	1,600.00		
	TOTAL BASE BID AS READ				**$ 863,042.43**		**$ 949,451.00**		**$ 924,897.00**		**$ 1,052,330.00**		
	TOTAL BASE BID AS CORRECTED												
	TOTAL ALTERNATE B BID AS READ				**$ 511,957.57**		**$ 468,329.00**		**$ 502,991.00**		**$ 598,039.00**		
	TOTAL ALTERNATE B BID AS CORRECTED												
	TOTAL BID AS READ				**$ 1,375,000.00**		**$ 1,417,780.00**		**$ 1,427,888.00**		**$ 1,650,369.00**		
	TOTAL BID AS CORRECTED												
	PROPOSAL GUARANTEE				5.00%		5.00%		5.00%		5.00%		

Attachment: Bid Tabulation (Water Main Extensions Project Alternate B)

VILLAGE OF PALATINE Est. 1866

2024 Water Main Extension



Legend

Water Utilities
- Hydrant
- Water Fitting
- Water Valve: Open, Closed
- Water Service Valve: Open
- Water Main Break
- Water Lateral: Active
- Water Main: Active
- Water Network Structure
- Water Structure

Sanitary Utilities
- Sanitary Manhole
- Sanitary Fitting
- Sanitary Main: Active
- Sanitary Force Main: Active
- Sanitary Sewer Structure: Sewage

Storm Utilities
- Storm Catch Basin
- Storm Inlet
- Storm Manhole
- Storm Fitting
- Storm Discharge Point
- Storm Flared End Section
- Storm Main: Active
- Storm Large Sewer Structure: Storm Runoff
- Storm Open Conveyance Channel

1000 2000 ft

Date: 2/1/2024

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

Notes

Attachment: W Center Rd WTM Ext proposed PII p (Water Main Extensions Project Alternate B)

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20820 N. Rand Road

BACKGROUND:
As part of a proposed redevelopment at the southeast corner of Rand Road and Quentin Road, the Village of Deer Park plans to extend the public water main to serve the proposed development at this intersection.

KEY ISSUES:
- The water main extension would begin from its existing location along Rand Road and cross two private properties prior to reaching the development site.
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system we require a perpetual easement with the property owner.

ALTERNATIVES:
1. Accept the permanent easement subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement for 20820 N. Rand Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement for 20820 N. Rand Road in Deer Park.

ATTACHMENTS:

- Escazu Easement

This Document Prepared by and after Recording Return To:

Village of Deer Park
23680 W. Cuba Road
Deer Park, IL 60010
Attention: Village Clerk

Above Space for Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (***"Agreement"***) is dated as of the ___ day of _____, 2025 (***"Effective Date"***), and is by and between the Chicago Title Land Trust Company as Successor Trustee of American National Bank & Trust of Chicago, as Trustee of Trust Number 76982 (***"Owner"***) and the **VILLAGE OF DEER PARK**, an Illinois municipal corporation (***"Deer Park"***), (the ***"Grantee"***).

W I T N E S S E T H:

WHEREAS, the Owner is the owner of certain real estate located at the address commonly known as 20820 North Rand Road, Deer Park, Illinois, and legally described in **Exhibit A** attached to this Agreement (***"Property"***); and

WHEREAS, the Grantee desires to install, operate, and maintain a new public water main, approximately 351 feet in length and 12 inches in diameter, and related improvements (collectively, the ***"Water Main Improvements"***) in, upon, over, under, through, along, and across that portion of the Property depicted and legally described in **Exhibit B** attached to this Agreement (***"Easement Premises"***); and

WHEREAS, the Owner and the Grantee (collectively, the ***"Parties"***) desire to enter into this Agreement in order to provide an easement over the Easement Premises to the Grantee for the installation, operation, and maintenance of the Water Main Improvements;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Grantee agree as follows:

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. GRANT OF EASEMENT. The Owner hereby grants to the Grantee a perpetual, non-exclusive easement (***"Easement"***) to survey, construct, reconstruct, lay, use, operate, maintain, test, inspect, repair, replace, renew, alter, and remove the Water Main Improvements in, upon, over, under, through, along, and across the Easement Premises (the "***Work***"), together with all reasonable

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

rights of ingress and egress over, along, upon, and across the Easement Premises and the Property necessary for the exercise of the rights granted pursuant to the Easements and this Agreement.

SECTION THREE. PERFORMANCE OF THE WORK.

A. The Grantee agrees that all Work will be constructed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules, and regulations applicable thereto, all at the sole expense of the Grantee.

B. The Parties agree that the Grantee must maintain and clear the Easement Premises prior to and during installation of the Water Main Improvements, including removal of existing landscaping and pavement.

C. Grantee must receive proper approval and all required permits from the Villages of Deer Park and Palatine, and any other applicable reviewing agencies, prior to commencement of any Work.

D. Prior to the commencement of initial construction, the Grantee or its designated contractor must meet with the Owner to discuss the construction schedule for the initial construction. This must be scheduled and performed in a manner that allows the business on the Property to remain in full operation and open to employees and customers at all times. The Grantee must provide and maintain barricades, warning devices, flaggers, and other devices and personnel as required for the Work.

E. The current Owner will have the option, but not the obligation, to connect to the water main in accordance with all applicable Municipal Codes, including the Village of Palatine Code of Ordinances. Any subsequent owner(s) will be required to comply with the then current Village regulations regarding connection to the public water supply.

SECTION FOUR. RESTORATION. The Grantee, after completion of any Work by the Grantee, its authorized agents, servants, employees, or contractors, including the Village of Palatine, agrees to (a) restore the Easement Premises to a condition of good repair; (b) restore or replace all pavement disrupted with the construction or repair, as nearly as practicable to the condition immediately preceding the performance of the Work.

SECTION FIVE. EASEMENT FEE. Deer Park shall pay an easement fee, in the amount of $47,000.00 as consideration for the Easement granted by this Agreement which shall be paid prior to the commencement of any work. The eminent domain case between Parties, Case No. 2024 ED 14, currently pending in the Nineteenth Judicial Circuit Court shall be dismissed within 30 days following execution by both Parties of this Agreement.

SECTION SIX. HOLD HARMLESS. The Grantee agrees to save and hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from: (a) the negligence of the Grantee or their authorized agents, servants, employees, or contractors in the performance of the Work on the Easement Premises; or (b) the operation of the Water Main Improvements; provided, however, that this Section Six will not apply to the extent that any such claims, causes of action, suits, damages, or demands arise as a result of the negligence or willful misconduct of the Owner. Nothing contained in this Agreement shall constitute a waiver by Grantee, or the Village of Palatine, of any right, privilege or defense available to the Grantee and the Village of Palatine, under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

SECTION SEVEN. RESERVED RIGHTS.

A. The Owner hereby reserves the right to use the Easement Premises and the Property in any manner that will not prevent or interfere in any way with the exercise by the Grantee of the easement rights granted pursuant to this Agreement, including, without limitation, installation of fencing and other moveable structures; provided, however, that the Owner will not, without the express prior written consent of the Grantee: (1) permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises or the Water Main Improvements; (2) permit the Easement Premises or the Water Main Improvements to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever; or (3) engage in any construction, excavation or landfill activities that may cause damage to the Easement Premises.

B. The Owner will have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any such other easements will be subject to this Agreement and the rights granted hereby; and provided further, however, that the Grantee will have first consented in writing to the terms, nature, and location of any such other easements.

SECTION EIGHT. FURTHER ASSURANCES. The Owner hereby represents and warrants that the Owner will take all necessary action so that the easements contemplated by this Agreement will be released from any liens or encumbrances, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and will execute all such documents as may be reasonably necessary to perfect the Grantee's right, title, and interest therein.

SECTION NINE. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement will be easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property and will be binding upon and inure to the benefit of the Owner and the Grantee and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, the Village of Palatine, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION TEN. ASSIGNMENT OF RIGHTS. The Owner agrees that the Grantee may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the Owner.

SECTION ELEVEN. ENFORCEMENT. The Parties may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by one party or parties against another party or parties, the prevailing party or parties in the judicial proceeding is entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION TWELVE. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 13.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Owner:	Chicago Title Land Trust Company as Successor Trustee of American National Bank & Trust of Chicago, as Trustee of Trust Number 76982 10 S. LaSalle Street, Suite 2750 Chicago, IL 60603
with a copy to:	Andrew R. Schwartz Schwartz Law Group, LLC 30 N. LaSalle St., Suite #3105 Chicago, IL 60602
If to Deer Park:	Village of Deer Park 23680 W. Cuba Road Deer Park, IL 60010 Attention: Village Administrator
with a copy to:	Zukowski, Rogers, Flood McArdle 50 N. Virginia St. Crystal Lake, IL 60014 Attention: Kelly A. Cahill

B. **Amendment.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. **Authority to Execute.** The Grantee hereby warrants and represents to the Owner that the persons executing this Agreement on their behalf have been properly authorized to do so by the Grantee. The Owner hereby warrants and represents to the Grantee that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Property; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which the Owner or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

D. **Recording.** Grantee will record this agreement against the property and the easement premises with the Office of the Lake County Recorder of Deeds promptly following the full execution of this agreement by the Parties.

E. **Non-Waiver.** The Owner and the Grantee will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

right granted to such party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect either party's right to enforce that right or any other right.

F. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the Easement granted pursuant to this Agreement.

H. **Interpretation.** This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

I. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person may be made, or will be valid, against the Grantee or the Owner.

J. **Survival.** All representations and warranties contained herein will survive the execution and recordation of this agreement and will not be merged.

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

Chicago Title Land Trust Company as Successor Trustee of American National Bank & Trust of Chicago, as Trustee of Trust Number 76982

By:_____
Its:_____

ATTEST:

By:_____
Its:_____

VILLAGE OF DEER PARK, an Illinois municipal corporation

By:_____
Its:_____

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, _____ of Chicago Title Land Trust Company as Successor Trustee of American National Bank & Trust of Chicago, as Trustee of Trust Number 76982, which individual is known to me to be the identical person who signed the foregoing instrument as the owner of the Property, and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL
My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of the Village of Deer Park, an Illinois municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL
My Commission expires: _____

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

Exhibit A

Legal Description of the Property

That part of the West Half of the North West Quarter of Section 34, Township 43 North, Range 10, East of the 3rd Principal Meridian described as follows: Beginning on the West line of said Northwest Quarter at the Northwest corner of a tract of land conveyed to Fritz Fisher by Warranty Deed dated August 10, 1868 and recorded April 2, 1869 in Book 46 of Deeds Page 552 (said point being 19.55 chains North of the Southwest corner of said Quarter Section); thence North on said West line 8.59 chains, more or less, to the center of Chicago Road (so called); thence South 62 Degrees East in the center of said Road, 11.30 chains; thence South 3.40 chains to the North line of said Fisher's land; thence West on said North line to the place of beginning (excepting therefrom that party lying Westerly of the following described line: Beginning at the Northeasterly corner of Creamery Lot as described in deed recorded as Document 27470; thence Southwesterly along the Southeasterly line of said Lot to the Southeasterly corner of said Lot; thence South to a point in the North line of said Fritz Fisher land, said point being 308.73 feet East of the Northwest corner of said Fisher's land), and also excepting therefrom that part lying Northeasterly of and adjoining the Southwesterly right of way of Rand Road (U.S. 12), all in Lake County, Illinois.

P.I.N.: 14-34-100-012

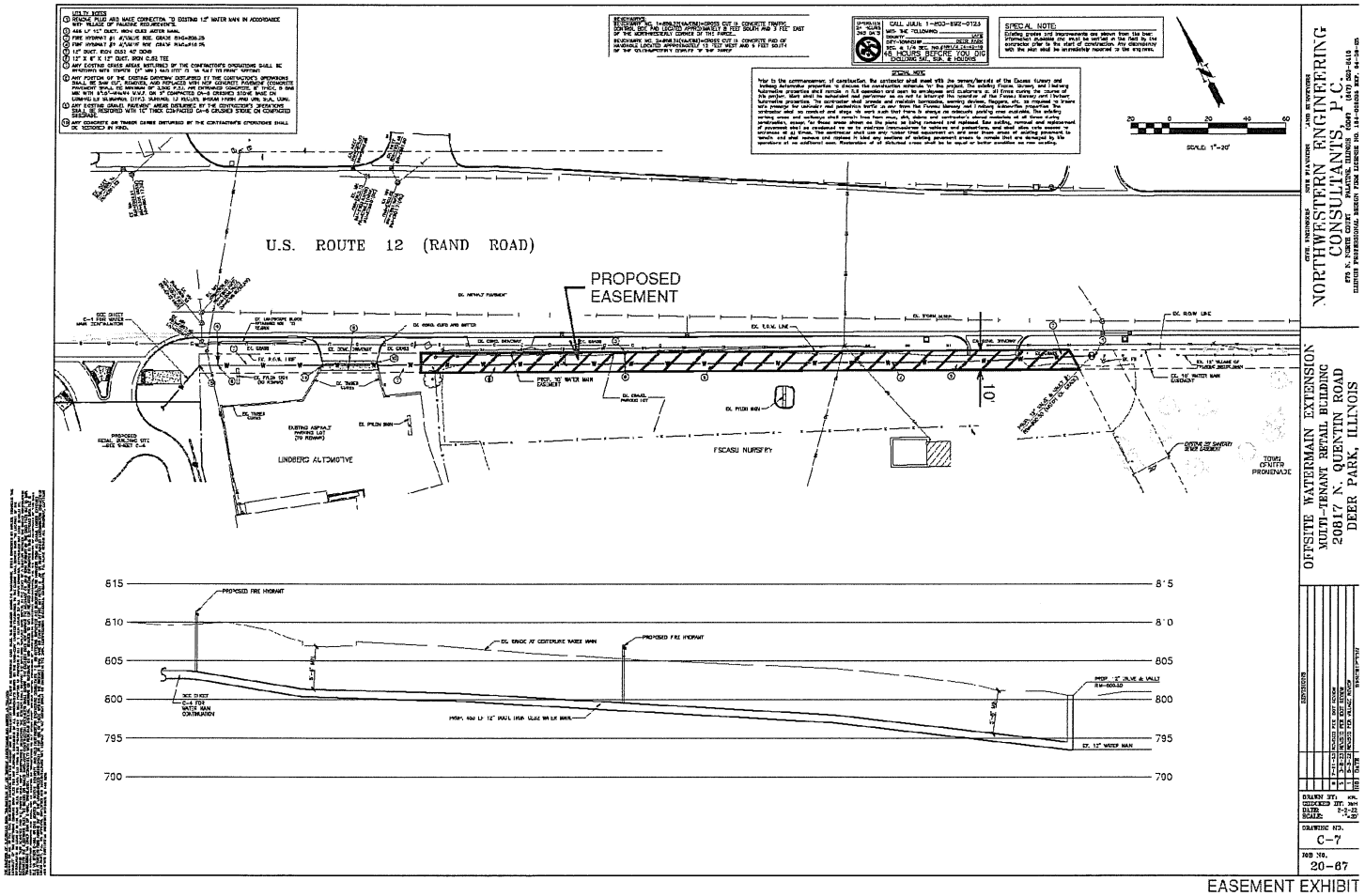
Commonly known as: 20820 North Rand Road, Deer Park, Illinois.

Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

Exhibit B

Depiction and Legal Description of the Easement Premises

The Northerly 10 feet of the Property being a strip of land 10 feet wide adjoining and parallel with the Southwesterly right-of-way line of Rand Road (U.S. Route 12), said Southwesterly right-of-way line being 50 feet Southwesterly of and parallel with the centerline of Rand Road as per Plat of Highway recorded December 2, 1983 as Document No. 2254251.



Attachment: Escazu Easement (Water Main Easement in Deer Park at 20820 Rand Road)

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20818 N. Rand Road

BACKGROUND:
As part of a proposed redevelopment at the southeast corner of Rand Road and Quentin Road, the Village of Deer Park plans to extend the public water main to serve the proposed development at this intersection.

KEY ISSUES:
- The water main extension would begin from its existing location along Rand Road and cross two private properties prior to reaching the development site.
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system we require a perpetual easement with the property owner.
- The original easement was negotiated between the Village of Deer Park and the property owner. The Village of Palatine requires amendments to consider this easement acceptable. Therefore, the easement and amendment are being recommended simultaneously, as without the amendment staff could not recommend approval.

ALTERNATIVES:
1. Accept the permanent easement and amendment subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement and amendment.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement as amended for 20818 N. Rand Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement as amended for 20818 N. Rand Road in Deer Park.

ATTACHMENTS:
- Lindberg Easement Amendment
- Lindberg Easement

Prepared by/Mail to:
Kimberly Kelly
Village Clerk
Village of Deer Park
23680 W. Cuba Road
Deer Park, IL 60010

AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN DOUGLAS A. LINDBERG AND PATRICE R. LINDBERG, AS TRUSTEES OF THE DOUGLAS A. LINDBERG 1999 LIVING TRUST DATED JANUARY 7, 1999, THE VILLAGE OF DEER PARK AND THE VILLAGE OF PALATINE

This Amendment to the Easement Agreement for a public water main and related improvements ("Water Main Amendment") is entered into this ___ day of April, 2025, between Douglas A. Lindberg and Patrice R. Lindberg, as Trustees of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999 ("Owner"), the Village of Deer Park ("Deer Park") and the Village Palatine ("Palatine") (Deer Park and Palatine, collectively, the "Grantees").

RECITALS

A. Owner and Grantees entered into a certain Easement Agreement ("Original Easement") dated June 18, 2024.

B. Pursuant to the Grantee/Village of Palatine's request, certain provisions of the Original Easement Agreement shall be amended related to the installation of a Buffalo box and regarding notice prior to the performance of construction work.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. All capitalized terms used in this Amendment shall have the same meaning ascribed to such terms in the Agreement, unless specified to the contrary herein.

3. Section Three D. shall be replaced with the following:

Prior to the commencement of the initial construction of the Work, the Grantees or their designated contractor must meet with the Owner to discuss the construction schedule for the Work. The initial construction of the Work must be scheduled and performed in a manner that allows the business on the Property to remain in full operation and open to employees and customers at all times during the course of the initial construction of the Work. During the initial construction of the Work, the Grantees must provide and maintain barricades, warning devices, flaggers, and other devices and personnel as required to ensure safe passage for vehicular and pedestrian traffic to and from the Property. The contractor must conduct and stage all initial construction of the Work such that there is always adequate parking area available on the Property. The existing parking areas and walkways

Attachment: Lindberg Easement Amendment (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

must remain free from mud, dirt, debris and contractor's stored materials at all times during the initial construction, except for those areas identified as being removed and replaced. Saw cutting, removal and replacement of pavement must be conducted so as to minimize inconvenience to vehicles and pedestrians. Only rubber-tired equipment may be used on and over those areas of existing pavement on the Property to remain. Any subsequent maintenance or repair work conducted within the easement area, may be performed by Grantees without prior notice to Grantors.

4. Section Three, E. is amended to eliminate the Work as including the installation of a Buffalo box, and instead Grantee/Village of Deer Park will pay Owner $5,000.00 in lieu of installing a Buffalo box.

5. Section Four is amended to eliminate and requirement for landscape or fence replacement other than with initial construction.

6. Section Six is amended to add the following, "Nothing contained in this Agreement shall constitute a waiver by Grantees of any right, privilege or defense available to the Grantees under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.".

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Amendment may be executed using electronic signature such as DocuSign or other similar electronic signature services.

8. The Agreement, except as expressly provided herein, shall remain in effect and this Amendment only supersedes the Agreement as to the matters set forth above.

9. In the event of a conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control, govern and prevail.

Attachment: Lindberg Easement Amendment (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

PATRICE R. LINDBERG, as Trustee of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999

By:_____

DOUGLAS A. LINDBERG, as Trustee of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999

By:_____

ATTEST:

By:_____
Its:_____

VILLAGE OF DEER PARK, an Illinois municipal corporation

By:_____
Its:_____

ATTEST:

By:_____
Its:_____

VILLAGE OF PALATINE, an Illinois home rule municipal corporation

By:_____
Its:_____

Attachment: Lindberg Easement Amendment (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, which individual is known to me to be the identical person who signed the foregoing instrument as the owner of the Property, and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of the Village of Deer Park, an Illinois municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of the Village of Palatine, an Illinois municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL

My Commission expires: _____

Attachment: Lindberg Easement Amendment (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

Prepared by and after
recording return to:

Kimberly Kelly
Village Clerk
Village of Deer Park
23680 W. Cuba Road
Deer Park, IL 60010

RECORDING COVERSHEET FOR EASEMENT AGREEMENT

Resolution 2024-11

A Resolution Authorizing the Village President to Execute an Easement Agreement for a New Public Water Main and Related Improvements

That part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 43 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Beginning at a point in the center of Chicago Road that is South 62 degrees East 19 rods from the intersection of center line of said road with the center line of Palatine Road; thence continuing Southeasterly along said center line of Chicago Road 6 1/2 rods; thence Southwesterly at right angles to said road 6 1/2 rods; thence Northwesterly parallel to the center line of Chicago Road 6 1/2 rods and thence Northeasterly to the point of beginning, excepting therefrom that part lying Northeasterly of and adjoining the Southwesterly right of way line of Rand Road (U.S. 12), in Lake County, Illinois.

P.I.N.: 14-34-100-010

Commonly known as: 20818 North Rand Road, Deer Park, Illinois.

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

RESOLUTION NO. 2024-11

A Resolution Authorizing the Village President to Execute an Easement Agreement for a New Public Water Main and Related Improvements

WHEREAS, the Village of Deer Park (the "Village") wishes to obtain a permanent water main easement from Douglas A. Lindberg and Patrice R. Lindberg, as Trustees of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999 on or over a portion of their property for the Village to install, operate, and maintain a new public water main; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village to approve and execute the Easement Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF DEER PARK, Lake and Cook Counties, Illinois, as follows:

SECTION 1: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Resolution.

SECTION 2: The Easement Agreement, attached hereto and made a part hereof as Exhibit A, is hereby approved subject to attorney review and approval and Village President and Village Clerk are hereby authorized and directed to execute same.

PASSED this 16th day of May, 2024.

APPROVED:

Village President Greg Rusteberg

ATTEST:

Village Clerk Kimberly Kelly

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

CERTIFICATION

I, KIMBERLY KELLY, do hereby certify that I am the duly appointed Clerk of the Village of Deer Park, Lake and Cook Counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Deer Park.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Deer Park, held on the 16th day of May, 2024, the foregoing resolution entitled *A Resolution Authorizing the Village President to Execute an Easement Agreement for a New Public Water Main and Related Improvements*, was duly passed by the President and Board of Trustees of the Village of Deer Park.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 16th day of May, 2024.

Village Clerk Kimberly Kelly
Village of Deer Park,
Lake and Cook Counties, Illinois

(SEAL)

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

~~This Document Prepared by and after Recording Return To:~~

~~Hart M. Passman~~
~~Elrod Friedman LLP~~
~~325 N. LaSalle St., Suite 450~~
~~Chicago, IL 60654~~

Above Space for Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (***"Agreement"***) is dated as of the ___ day of _____, 2024 (***"Effective Date"***), and is by and between **DOUGLAS A. LINDBERG** and **PATRICE R. LINDBERG**, as Trustees of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999 (***"Owner"***), the **VILLAGE OF DEER PARK**, an Illinois municipal corporation (***"Deer Park"***), and the **VILLAGE OF PALATINE**, an Illinois home rule municipal corporation (***"Palatine"***) (Deer Park and Palatine are, collectively, the ***"Grantees"***).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real estate located at the address commonly known as 20818 North Rand Road, Deer Park, Illinois, and legally described in **Exhibit A** attached to this Agreement (***"Property"***); and

WHEREAS, the Grantees desire to install, operate, and maintain a new public water main, approximately 107 feet in length and 12 inches in diameter, and related improvements (collectively, the ***"Water Main Improvements"***) in, upon, over, under, through, along, and across that portion of the Property depicted and legally described in **Exhibit B** attached to this Agreement (***"Easement Premises"***); and

WHEREAS, the Owner and the Grantees (collectively, the ***"Parties"***) desire to enter into this Agreement in order to provide an easement over the Easement Premises to the Grantees for the installation, operation, and maintenance of the Water Main Improvements;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Grantees agree as follows:

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. GRANT OF EASEMENT. The Owner hereby grants to the Grantees a perpetual, non-exclusive easement (***"Easement"***) to survey, construct, reconstruct, lay, use, operate, maintain, test, inspect, repair, replace, renew, alter, and remove the Water Main Improvements in, upon, over, under, through, along, and across the Easement Premises (the "***Work***"), together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and the Property necessary for the exercise of the rights granted pursuant to the Easements and this Agreement.

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

SECTION THREE. PERFORMANCE OF THE WORK.

A. The Grantees agree that all Work will be performed and completed in a good, safe, and workmanlike manner, in accordance with all applicable statutes, ordinances, codes, rules, and regulations applicable thereto, all at the sole expense of the Grantees.

B. The Parties agree that the Grantees must maintain and clear the Easement Premises prior to and during installation of the Water Main Improvements, including removal of existing landscaping and pavement.

C. Grantees must receive proper approval and all required permits from the Villages of Deer Park and Palatine, and any other applicable reviewing agencies, prior to commencement of any Work.

D. Prior to the commencement of any Work, the Grantees or their designated contractor must meet with the Owner to discuss the construction schedule for the Work. The Work must be scheduled and performed in a manner that allows the business on the Property to remain in full operation and open to employees and customers at all times during the course of the Work. The Grantees must provide and maintain barricades, warning devices, flaggers, and other devices and personnel as required to ensure safe passage for vehicular and pedestrian traffic to and from the Property. The contractor must conduct and stage all Work such that there is always adequate parking area available on the Property. The existing parking areas and walkways must remain free from mud, dirt, debris and contractor's stored materials at all times during construction, except for those areas identified as being removed and replaced. Saw cutting, removal and replacement of pavement must be conducted so as to minimize inconvenience to vehicles and pedestrians. Only rubber-tired equipment may be used on and over those areas of existing pavement on the Property to remain.

E. The Parties agree that the Work includes the installation of a Buffalo box either within the Easement Premises or within a public right of way near the Property. Owner will have the option, but not the obligation, to connect to the water main, in their discretion. Any subsequent owner of the Property will be bound by Village of Deer Park Municipal Code requirements regarding connection to a public water supply.

SECTION FOUR. RESTORATION. After completion of any Work by the Grantees, their authorized agents, servants, employees, or contractors, the Grantees agree to (a) restore the Easement Premises to a condition of good repair; (b) restore or replace all landscaping, pavement, and other improvements removed or altered during the performance of the Work, as nearly as practicable to the condition immediately preceding the performance of the Work; and (c) for any existing fencing removed by Grantees, Grantees must either re-install that fencing in the same location or must replace the fencing with new fencing of the same type and quality.

SECTION FIVE. EASEMENT FEE. Deer Park agrees to pay to the Owner the following amounts as consideration for the Easement granted by this Agreement:

A. An easement fee of $14,000.00, to be paid prior to commencement of any Work;

B. All legal, administrative, engineering, surveying, and other consulting or administrative fees, costs, and expenses incurred by the Owner in connection with (1) the negotiation, preparation, consideration, and review of this Agreement, and (2) the Zoning Relief (as defined in Section 11.A.2 of this Agreement), but not to exceed a total of $6,500.00, and all to be paid prior to commencement of any Work; and

C. All application and zoning fees that would otherwise be charged to the Owner will be waived by Deer Park in connection with the Zoning Relief and with the installation of the New Monument Sign and New Pole Sign (as defined in Section 11 A of this Agreement).

SECTION SIX. HOLD HARMLESS. The Grantees agree to save and hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from: (a) the negligence of the Grantees or their authorized agents, servants, employees, or contractors in the performance of the Work on the Easement Premises; or (b) the operation of the Water Main Improvements; provided, however, that this Section Six will not apply to the extent that any such claims, causes of action, suits, damages, or demands arise as a result of the negligence or willful misconduct of the Owner.

SECTION SEVEN. RESERVED RIGHTS.

A. The Owner hereby reserves the right to use the Easement Premises and the Property in any manner that will not prevent or interfere in any way with the exercise by the Grantees of the easement rights granted pursuant to this Agreement, including, without limitation, installation of fencing and other moveable structures; provided, however, that the Owner will not, without the express prior written consent of the Grantees: (1) permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises or the Water Main Improvements; (2) permit the Easement Premises or the Water Main Improvements to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever; or (3) engage in any construction, excavation or landfill activities that may cause damage to the Easement Premises.

B. The Owner will have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any such other easements will be subject to this Agreement and the rights granted hereby; and provided further, however, that the Grantees will have first consented in writing to the terms, nature, and location of any such other easements.

SECTION EIGHT. FURTHER ASSURANCES. The Owner hereby represents and warrants that the Owner will take all necessary action so that the easements contemplated by this Agreement will be released from any liens or encumbrances, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and will execute all such documents as may be reasonably necessary to perfect the Grantees' right, title, and interest therein.

SECTION NINE. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement will be easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property and will be binding upon and inure to the benefit of the Owner and the Grantees and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

SECTION TEN. ASSIGNMENT OF RIGHTS. The Owner agrees that the Grantees may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the Owner.

SECTION ELEVEN. TERMINATION AND RESTORATION.

A. The Parties may only terminate this Agreement and the Easement in accordance with this Section 11.

1. The Grantees may collectively terminate this Agreement and the Easement, at any time and for any reason, with or without cause, by providing the Owner with written notice executed by each of Palatine and Deer Park.

2. The Owner may terminate this Agreement and the Easement between July 1, 2024 and July 5, 2024, but only if (a) the Owner files an application for all of the following (collectively, the ***"Zoning Relief"***) on or before May 15, 2024, and (b) Deer Park does not approve all of the Zoning Relief on or before June 30, 2024:

a. The rezoning of the Property to Deer Park's PD zoning district;

b. A final planned development for the Property, including, without limitation, (i) approval of the current signage on the Property, (ii) approval for the Owner to install one new permanent monument sign along Quentin Road (the ***"New Monument Sign"***), to be installed on the Quentin Road Parcel, as depicted in the rendering attached hereto and incorporated herein as Exhibit C, which shall comply with the Village of Deer Park Municipal Code regarding setbacks and landscaping requirements (iii) approval for the existing two pole signs but the Owner may choose to replace one of the existing pole signs on the Property with a new pole sign which will comply with the following: no change to the existing footprint, an updated face of the sign and no electronic components and as depicted in Exhibit C, (***"New Pole Sign"***), and (iv) authority to store no more than 40 tires and one oil drum outside and adjacent to the buildings on the Property in their existing location as noted on the site plan approved as part of the Owner's Planned Development and as shown on Exhibit D.

B. Upon termination of this Agreement pursuant to Section 11.A of this Agreement, the Grantees must restore the Property in accordance with Section 4 of this Agreement.

C. All obligations of the Grantees pursuant to this Agreement that have not been fully performed as of the termination of this Agreement survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 6 of this Agreement, and the restoration obligations set forth in Section 11.B of this Agreement.

SECTION TWELVE. ENFORCEMENT.

The Parties may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by one party or parties against another party or parties, the prevailing party or parties in the judicial proceeding is entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION THIRTEEN. GENERAL PROVISIONS.

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 13.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Owner:	Douglas A. & Patrice R. Lindberg 21810 Hickory Hill Dr Kildeer IL 60047 Attention: _____
with a copy to:	Elrod Friedman LLP 325 N. LaSalle St. Suite 450 Chicago, IL 60654 Attention: Hart M. Passman
If to Deer Park:	Village of Deer Park 23680 W. Cuba Road Deer Park, IL 60010 Attention: Village Administrator
with a copy to:	Zukowski, Rogers, Flood McArdle 50 N. Virginia St. Crystal Lake, IL 60014 Attention: Kelly A. Cahill
If to Palatine:	Village of Palatine 200 E. Wood Street Palatine, IL 60067 Attention: Reid Ottesen
with a copy to:	Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street Suite 5400 Chicago, IL 60602 Attention: Patrick Brankin

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Each of the Grantees hereby warrant and represent to the Owner that the persons executing this Agreement on their behalf have been properly authorized to do so by the Grantees. The Owner hereby warrants and represents to the Grantees that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Property; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which the Owner or the

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

D. Recording. Deer Park will record this agreement against the property and the easement premises with the Office of the Lake County Recorder of Deeds promptly following the full execution of this agreement by the Parties.

E. Non-Waiver. The Owner and the Grantees will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any right granted to such party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect either party's right to enforce that right or any other right.

F. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the Easement granted pursuant to this Agreement.

H. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

I. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or will be valid, against the Grantees or the Owner.

J. Survival. All representations and warranties contained herein will survive the execution and recordation of this agreement and will not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

PATRICE R. LINDBERG, as Trustee of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999

By: Patrice R. Lindberg

DOUGLAS A. LINDBERG, as Trustee of the Douglas A. Lindberg 1999 Living Trust dated January 7, 1999

By: Douglas A Lindberg

ATTEST:

By: Kimberly Kelly
Its: Village Clerk

VILLAGE OF DEER PARK, an Illinois municipal corporation

By:
Its: Village President

ATTEST:

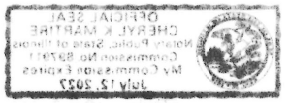
VILLAGE OF PALATINE, an Illinois home

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

rule municipal corporation

By:_____
Its:_____

By:_____
Its:_____



Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

Douglas A. Lindberg and Patrice R. Lindberg The foregoing instrument was acknowledged before me on June 18, 2024, by _____, which individual is known to me to be the identical person who signed the foregoing instrument as the owner of the Property, and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of June, 2024.

Official Seal
NIKOLAOS BALIS
Notary Public, State of Illinois
Commission No. 906201
My Commission Expires December 28, 2027

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on June 18, 2024, by Greg Rusteberg, the Village President of the Village of Deer Park, an Illinois municipal corporation, and by Kimberly Kuta the Village Clerk of said municipal corporation.

Given under my hand and official seal this 18th day of June, 2024.

OFFICIAL SEAL
CHERYL K MARTIRE
Notary Public, State of Illinois
Commission No. 897911
My Commission Expires
July 12, 2027

Cheryl K Martire
Signature of Notary

SEAL

My Commission expires: July 12, 2027

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2024, by _____, the _____ of the Village of Palatine, an Illinois municipal corporation, and by _____, the _____ of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2024.

_____
Signature of Notary

SEAL

My Commission expires: _____

4856-2950-6486, v. 4

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

Exhibit A

Legal Description of the Property

That part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 43 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Beginning at a point in the center of Chicago Road that is South 62 degrees East 19 rods from the intersection of center line of said road with the center line of Palatine Road; thence continuing Southeasterly along said center line of Chicago Road 6 1/2 rods; thence Southwesterly at right angles to said road 6 1/2 rods; thence Northwesterly parallel to the center line of Chicago Road 6 1/2 rods and thence Northeasterly to the point of beginning, excepting therefrom that part lying Northeasterly of and adjoining the Southwesterly right of way line of Rand Road (U.S. 12), in Lake County, Illinois.

P.I.N.: 14-34-100-010

Commonly known as: 20818 North Rand Road, Deer Park, Illinois.

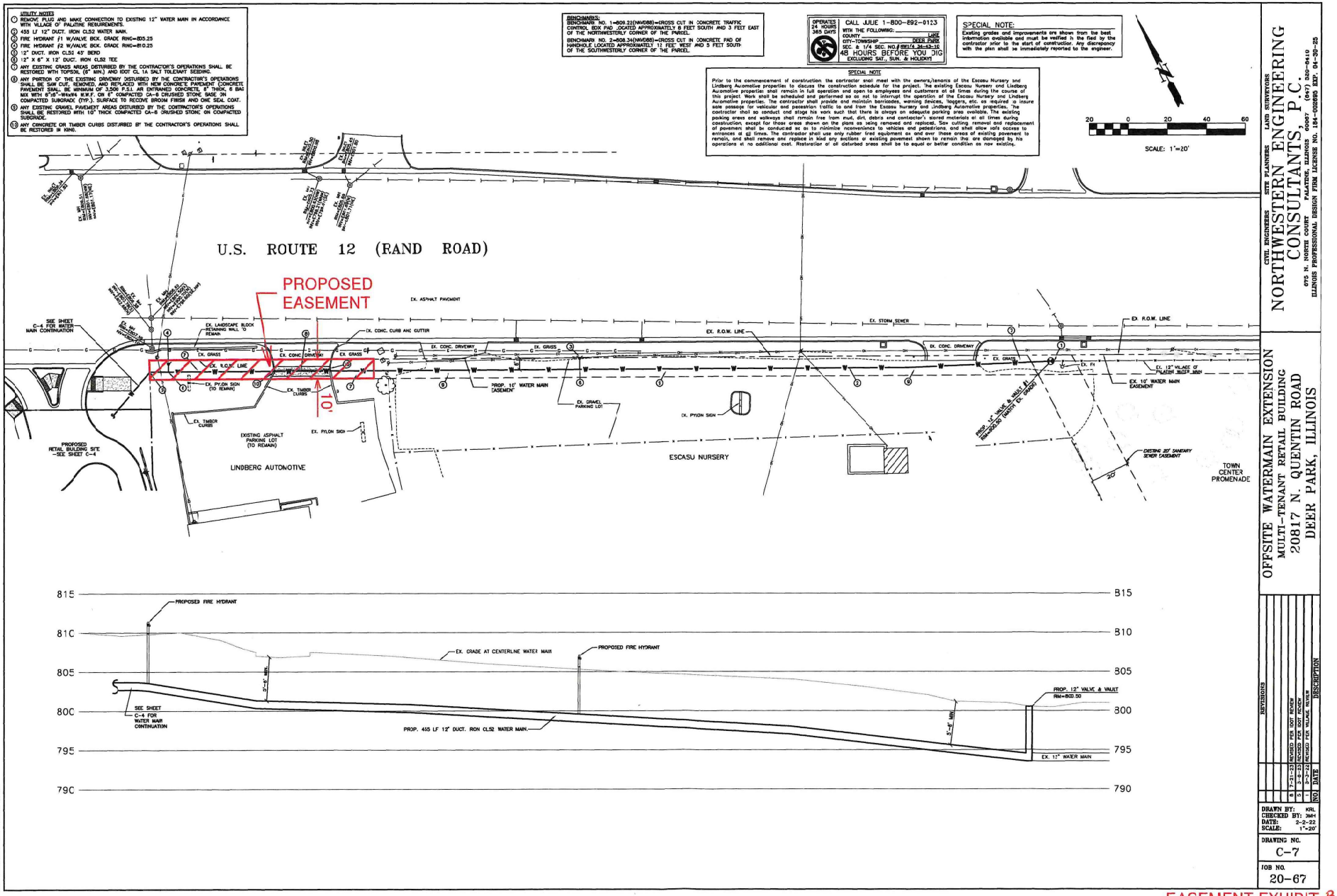
Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

Exhibit B

Depiction and Legal Description of the Easement Premises

The Northerly 10 feet of the Property being a strip of land 10 feet wide adjoining and parallel with the Southwesterly right-of-way line of Rand Road (U.S. Route 12), said Southwesterly right-of-way line being 50 feet Southwesterly of and parallel with the centerline of Rand Road as per Plat of Highway recorded December 2, 1983 as Document No. 2254251.

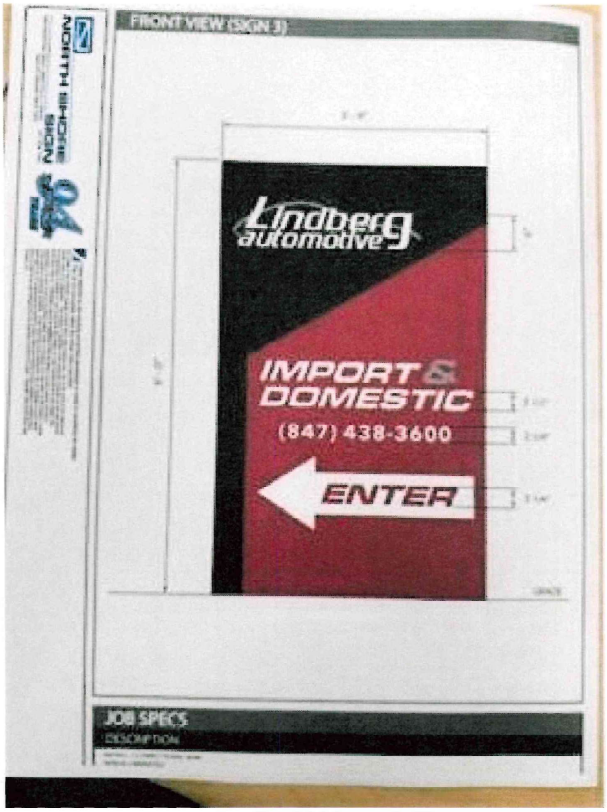
Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand



EASEMENT EXHIBIT B

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand

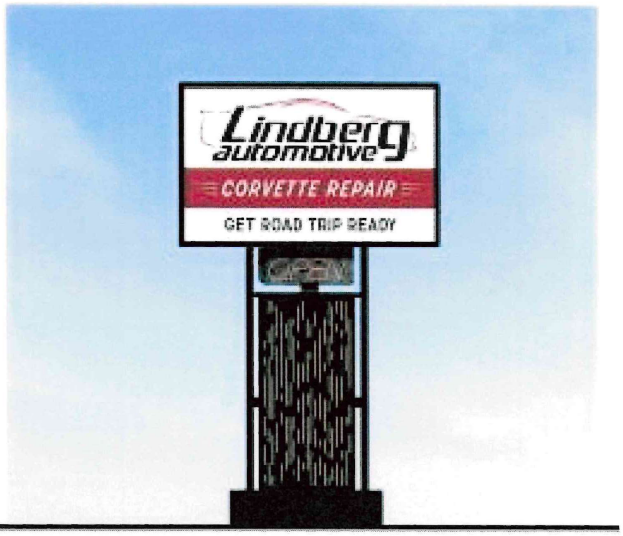
Exhibit C



NEW SIGN ON QUENTIN

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

NEW POLE SIGN FOR RAND ROAD



NEW POLE SIGN FOR PARKING LOT

Exhibit D

EXISTING TIRE BIN and EXISTING OIL DRUM

Attachment: Lindberg Easement (Water Main Easement and Amendment in Deer Park at 20818 Rand Road)

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20817 N. Quentin Road

BACKGROUND:
The subject property plans to extend the public water main to serve a redevelopment of their site at the intersection of Quentin Road and Rand Roads.

KEY ISSUES:
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement with the Village of Deer Park.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system, we require a perpetual easement with the property owner.

ALTERNATIVES:
1. Accept the permanent easement by way of a proposed plat of subdivision subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement for 20817 N. Quentin Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement for 20817 N. Quentin Road in Deer Park.

ATTACHMENTS:

- Dunkin Donuts Easement by Plat of Subdivision

PLAT OF EASEMENT

OVER PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID QUARTER SECTION AT THE INTERSECTION OF THE CENTER OF THE PALATINE AND LAKE ZURICH ROAD WITH THE CENTER OF THE LAKE ZURICH AND CHICAGO ROAD (SO CALLED); THENCE SOUTH 62 DEGREES EAST IN THE CENTER OF SAID LAKE ZURICH AND CHICAGO ROAD 19 RODS TO THE NORTHWEST CORNER OF LAND CONVEYED BY LOUIS HACKEL AND WIFE TO THE ELA CREAMERY ASSOCIATION BY DEED RECORDED DECEMBER 20, 1882 AS DOCUMENT 27470 IN BOOK 77 OF DEEDS, PAGE 195; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID ELA CREAMERY ASSOCIATION PROPERTY AND SAID WESTERLY LINE EXTENDED TO THE NORTHEAST CORNER OF THE SCHOOL LOT (CONVEYED BY DEED RECORDED IN BOOK 80 OF DEEDS, PAGE 519); THENCE WEST ON THE NORTH LINE OF SAID SCHOOL LOT TO THE CENTER OF THE SAID PALATINE AND LAKE ZURICH ROAD AND THENCE NORTH ALONG THE CENTER OF SAID ROAD TO THE POINT OF BEGINNING.

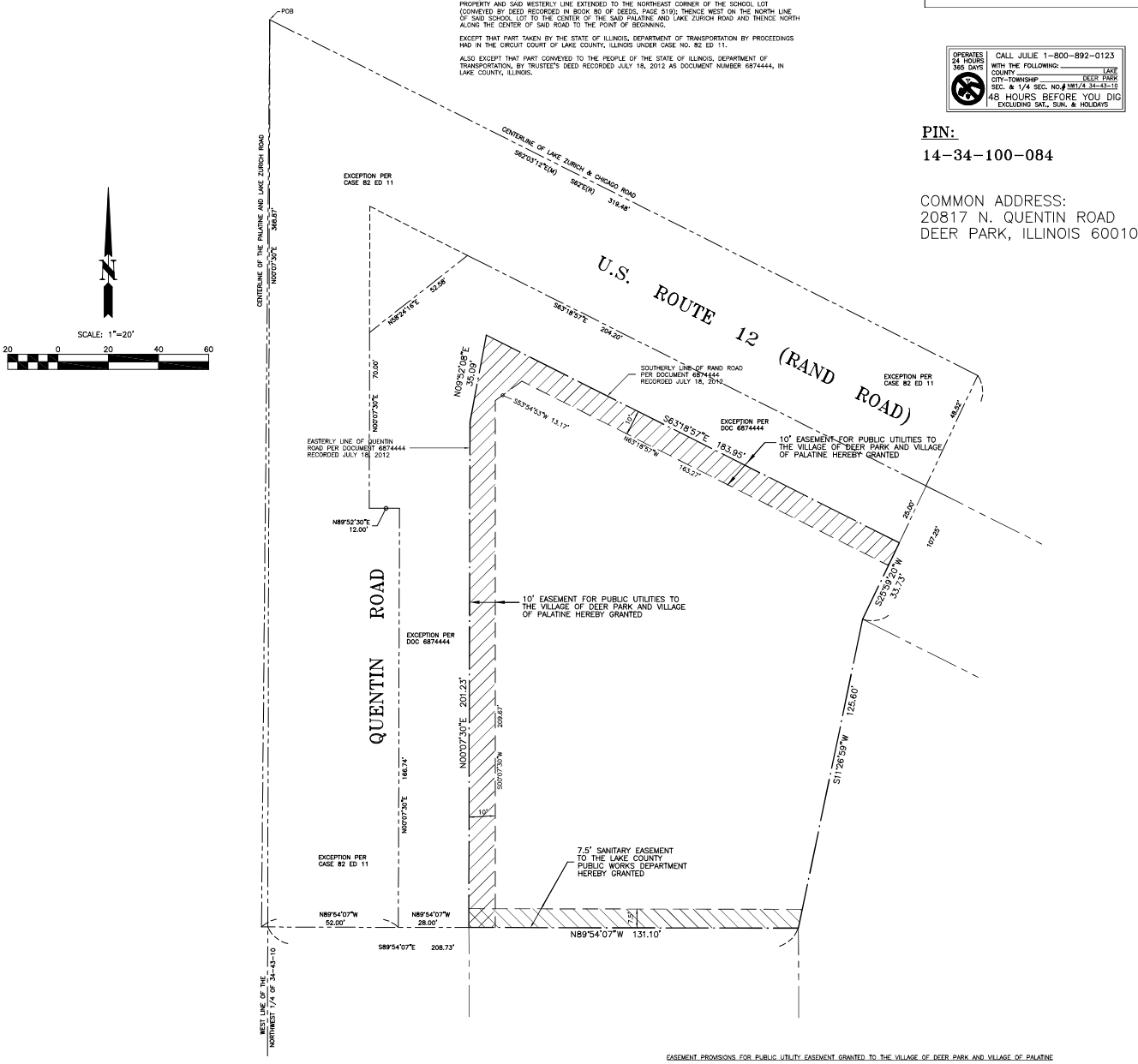
EXCEPT THAT PART TAKEN BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY PROCEEDINGS HAD IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS UNDER CASE NO. 82 ED 11.

ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED JULY 18, 2012 AS DOCUMENT NUMBER 6874444, IN LAKE COUNTY, ILLINOIS.

OPERATES 24 HOURS 365 DAYS — CALL JULIE 1-800-892-0123 WITH THE FOLLOWING: COUNTY LAKE; CITY-TOWNSHIP DEER PARK; SEC. & 1/4 SEC. NO. NW1/4 34-43-10; 48 HOURS BEFORE YOU DIG EXCLUDING SAT., SUN. & HOLIDAYS

PIN:
14-34-100-084

COMMON ADDRESS:
20817 N. QUENTIN ROAD
DEER PARK, ILLINOIS 60010



SCALE: 1"=20'
20 0 20 40 60

EASEMENT PROVISIONS FOR PUBLIC UTILITY EASEMENT GRANTED TO THE VILLAGE OF DEER PARK AND VILLAGE OF PALATINE

AN EASEMENT IS HEREBY RESERVED BY AND GRANTED TO THE VILLAGE OF DEER PARK AND TO THE VILLAGE OF PALATINE AND TO UTILITY SERVICE PROVIDERS AND THEIR SUCCESSORS THAT HOLD A LICENSE OR FRANCHISE UPON THE DATE OF THIS DOCUMENT WITHIN THE VILLAGE OF DEER PARK, LAKE COUNTY, ILLINOIS, WITHIN THE AREA SHOWN BY DASHED LINES AND WITHIN THE AREA DEFINED "EASEMENTS FOR PUBLIC UTILITIES" ON THIS PLAT, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN CONDUITS, CABLES AND WIRES, STORM AND SANITARY SEWER AND WATER MAINS AND DRAINAGE SWALES, ABOVE AND UNDERGROUND, WITH ALL NECESSARY MANHOLES, WATER VALVES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE LOT AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC, TELEVISION, SEWER AND WATER SERVICE, AND DRAINAGE PURPOSES, THE RIGHT TO ENTER UPON THE LOT AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, WIRES, MANHOLES, WATER VALVES AND OTHER EQUIPMENT, AND FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE AND TRIM AND KEEP TRIMMED, TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT.

OWNER'S CERTIFICATE (GRANTOR)

STATE OF _____ }SS
COUNTY OF _____ }

_____ does hereby certify that they are the holder of record title to the property described above and that as such title-holder they have caused said property to be surveyed and easement granted as shown on the plat hereon drawn, for the uses and purposes therein set forth.

Dated at_____, _____, this_____day of_____, A.D._____.

BY:_____

NOTARY CERTIFICATE

STATE OF ILLINOIS }SS
COUNTY OF _____ }

I,_____,a NOTARY PUBLIC in and for said county and state do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this_____day of _____,A.D._____.

_____
NOTARY PUBLIC

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }SS
COUNTY OF LAKE }

Approved and accepted by the Mayor and Board of Trustees of the Village of Deer Park, Illinois, this _____ day of _____, A.D. _____.

BY:_____
Mayor

ATTEST:_____
Village Clerk

RETURN PLAT TO: Village Clerk's Office
Village of Deer Park
23680 W. Cuba Road
Deer Park, IL 60010

LAKE COUNTY DPW CERTIFICATE

STATE OF ILLINOIS }SS
COUNTY OF LAKE }

Approved and accepted by the Lake County Department of Public Works, Lake County, Illinois, this _____ day of _____, A.D. _____.

BY:_____

TITLE:_____

SANITARY EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE LAKE COUNTY PUBLIC WORKS DEPARTMENT ("LCPWD") AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, RENEW, EXTEND, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES UED IN CONNECTION WITH THE UNDERGROUND TRANSMISION, DISTRIBUTION AND/OR COLLECTION OF SANITARY SEWAGE. THIS EASEMENT SHALL EXTEND IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN AND LABELED "SANITARY EASEMENT".

THIS EASEMENT SHALL GRANT THE RIGHT OF UNOBSTRUCTED ACCESS FOR INGRESS AND EGRESS TO SANITARY EASEMENTS ON THIS PLAT, THE RIGHT TO BORE UNDER PAVEMENT, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHT HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL THESE PURPOSES

NO PERMANENT STRUCTURES, OTHER OBSTRUCTIONS, OR OTHER UTILITIES SHALL BE PLACED OVER GRANTEE'S FACILITIES OR IN, PARALLEL, UPON, OR OVER OR WITHIN EASEMENT, OR IN THE CASE OF "BLANKET EASEMENT", UPON, OVER OR WITHIN 7.5 FEET EITHER SIDE OF LCPWD FACILITIES WITHOUT WRITTEN CONSENT OF GRANTEE.

THE LOCATION OF THE FACILITIES BY GRANTEE SHALL NOT CONFLICT OR INTERFERE WITH OTHER PREVIOUSLY INSTALLED PUBLIC IMPROVEMENTS AND ANY CONFLICTS IN SUBSEQUENT USE SHALL BE SUBJECT TO FORMAL RESOLUTION AND APPROVAL BY LCPWD.

IN THE EVENT THE GRANTEE ENTERS UPON ANY EASEMENT IOR PURPOSES HEREIN STATED, SAID GRANTEE SHALL BE RESPONSIBLE ONLY FOR RESTORING THE GRADE OF THE PROPERTY, ANY REMOVED PAVEMENTS AND RE-ESTABLISHING GRASS IN AFFECTED GRASSY AREAS.

OWNER
KILDEER REAL ESTATE LLC
1180 HEATHER DRIVE
LAKE ZURICH, IL 60047

PREPARED BY:
NORTHWESTERN ENGINEERING CONSULTANTS, P.C.
675 N. NORTH COURT
PALATINE, ILLINOIS 60067
(847) 520-5410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002695
EXPIRES APRIL 30, 2025
May 3, 2023

DANIEL M. HAVLIR, JR. * LICENSED PROFESSIONAL LAND SURVEYOR 035-002654 * STATE OF ILLINOIS

SURVEYOR'S CERTIFICATE

NORTHWESTERN ENGINEERING CONSULTANTS, P.C. Illinois Professional Design Firm License No. 184-002695, does hereby certify that the Plat of Easement for the Property described in the caption hereon drawn has been made by an Illinois Professional Land Surveyor and that this is a true and correct representation of said survey.

Given under my hand and seal at Palatine, Illinois, this 3rd day of May 2023.

By: _____
Daniel M. Havlir, Jr.
Illinois Professional Land Surveyor No. 2654

I, DANIEL M. HAVLIR JR. HEREBY AUTHORIZE A REPRESENTATIVE OF THE VILLAGE OF DEER PARK OR ITS ATTORNEYS TO [illegible]

Attachment: Dunkin Donuts Easement by Plat of Subdivision (Water Main Easement in Deer Park at 20817 Quentin Road)

Consider a Motion Approving a Water Service Agreement with Kildeer Real Estate LLC at 20817 N. Quentin Road

BACKGROUND:
Since 1999, the Village of Palatine and Village of Deer Park have had an Intergovernmental Agreement in place that allows Palatine to provide water service to limited areas of Deer Park. The agreement was amended and restated in 2022 to include the area bounded by Rand, Lake Cook, and Quentin Roads. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES:
- Kildeer Real Estate LLC is the owner of 20817 N. Rand Road.
- The Village of Deer Park has allocated water to Kildeer Real Estate LLC who proposes to develop a Dunkin Donuts on the property.

ALTERNATIVES:
1. Authorize the Mayor to execute the Water Service Agreement.
2. Do not authorize execution and refer back to Staff.

RECOMMENDATION:
Staff recommends approval of a motion authorizing the Mayor to execute a Water Service Agreement with Kildeer Real Estate LLC.

ACTION REQUIRED:
A motion authorizing the Mayor to execute the assignment, subject to review by the Village Attorney.

ATTACHMENTS:

- Dunkin Donuts Water Service Agreement
- Dunkin Donuts Deer Park Sub Allocation

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Patrick T. Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison
Suite 5400
Chicago, Illinois 60602

THE ABOVE SPACE FOR RECORDER'S USE.

WATER SERVICE AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND KILDEER REAL ESTATE, LLC an Illinois limited liability company PERTAINING TO CERTAIN PROPERTY WITHIN THE VILLAGE OF DEER PARK

THIS WATER SERVICE AGREEMENT ("Water Service Agreement") is entered into this 26th day of FEB, 2025 by and among the **Village of Palatine, an Illinois municipal corporation** in Cook County, State of Illinois and **Kildeer Real Estate, LLC,** an Illinois limited liability company ("Customer"), the owner and operator of a restaurant located in Lake County, State of Illinois.

RECITALS:

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

WHEREAS, on or about August 9, 1999, the Village of Palatine ("Palatine") and the Village of Deer Park ("Deer Park") entered into an Intergovernmental Water Agreement ("Intergovernmental Agreement"), recorded with the Recorder of Deeds of Lake County as Document No. 4435743, in which Palatine agreed to supply water to retail water customers within a certain defined area as described in said Intergovernmental Agreement (defined herein as the "Deer Park Triangle"); and

WHEREAS, the Village of Deer Park and the Village of Palatine entered into an Amended and Restated Intergovernmental Agreement in 2022 relative to the provision of water from Palatine to Deer Park; and

WHEREAS, Customer is the owner of certain property which property is legally described on **Exhibit 1** ("Customer's Property"); and

WHEREAS, Palatine has agreed, to provide Customer's Property with a supply of water through Palatine's water transmission system from its source of supply from the Northwest Water Commission; and

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

WHEREAS, Customer, as owner, is responsible for the usage and payment of the water bill for Customer's Property.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Water Service Agreement, Palatine and Customer agree as follows:

1. **Recitals.** The terms and conditions of the aforesaid Recitals are incorporated in this Water Service Agreement as if fully set forth in this Paragraph 1. Any capitalized term used but not defined herein shall have the same meaning as the corresponding term in the Intergovernmental Agreement. Wherever the terms and conditions of this Water Service Agreement conflict with the terms and conditions of the Intergovernmental Agreement, the terms and conditions of the Intergovernmental Agreement shall control. In all other respects, the parties do hereby acknowledge to be in full force and effect the terms and conditions of the Intergovernmental Agreement.

2. **Conditions to Palatine's Supply of Water to Customers.** Palatine agrees to provide and Customer agrees to purchase at retail from Palatine a public water supply for potable use and for fire protection to service Customer's Property pursuant to the following terms and conditions set forth herein.

(a) **Certificate of Water Allocation**. Palatine shall supply, and Customer shall receive an allocation of water flow as set forth in a Certificate of Water Allocation issued by Deer Park ("Water Allocation"). A copy of the Water Allocation for Customer's Property in effect as of the date of this Water Service Agreement is attached as **Exhibit 2**. Customer agrees to the Water Allocation designated for it by Deer Park, as amended from time to time, and agrees to pay any and all charges, surcharges, fees, costs, and penalties for said water.

(b) **Receipt for Deer Park Charges**. Palatine shall verify, and Customer shall substantiate, payment of all water service tap-on charges due and owing to Deer Park. A copy of the Receipt for Water Service Tap-On Charges is attached as **Exhibit 3**.

(c) **Standard Rate**. Pursuant to Paragraph 6 of the Intergovernmental Agreement, Customer shall pay to Palatine the water rate at the standard rate as established therein, including the penalty for overuse. The Standard Rate shall increase or decrease from time-to-time in an amount prorated to the increase or decrease in water rates established under the Code of Ordinances of the Village of Palatine for properties outside of Palatine's corporate limits.

(d) **Application for Water Connection; Future Connections**. Customer has made application to Palatine for a tap-on connection for water service to be provided by Palatine to Customer's Property. Customer certifies herein that it is the owner of Customer's Property, that its use of water is for purposes of its restaurant and that it shall comply with all requirements of the Intergovernmental Agreement as such requirements affect water customers. Customer and Palatine agree that only those connections and meters set out below, and as illustrated on **Exhibit 4** shall be permitted, the respective building or portion of a building being serviced by each meter being hereinafter referred to as a "Meter Service Area":

20817 N. Quentin Road, Deer Park, IL – 1 meter

If Customer intends to request future connections and Meter Service Areas for

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

additional buildings to be developed on Customer's Property. Customer acknowledges that, in the absence of written consent by Palatine, such connections shall be subject to the requirement contained in Paragraph 2(d) of the Intergovernmental Agreement, ". . . that only one tap-on connection and meter shall be permitted for each building . . .".

(e) **Security Deposit**. Customer shall pay to Palatine, in advance as a Security Deposit, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate. That amount is Two Thousand Eight hundred and Fifty Three dollars and zero cents ($2,853.00). The Security Deposit shall be refunded to Customer upon expiration or termination of this Agreement, and at such other times, as is provided in accordance with the procedures, rules and regulations of Palatine, as applied to all Customers or as otherwise established under the Code of Ordinances of the Village of Palatine for properties outside of Palatine's corporate limits. However, the Village shall be allowed to deposit this sum in its Water Fund.

(f) **Invoices/Billing**. Palatine shall read the water meters located on Customer's Property on a regular basis. After each reading, Palatine shall deliver to Customer monthly invoice(s) showing water usage for each of the meters referenced above and the charge therefor. Customer shall, within the time specified on such statement (in accordance with the procedures, rules and regulations of Palatine, as applied to all customers), make payment to Palatine for such amount. If Customer does not pay within said specific time, it shall be charged any penalties for late payment as are provided in the procedures, rules and regulations of Palatine, as applied to all water service customers.

(g) **Termination of Service for Default or Non-Payment**. If Customer shall refuse, neglect or fail within the due date to make the required payments or if Customer shall fail to perform any of the conditions or obligations herein, and if after such failure Palatine shall deliver to Customer a notice, in writing, addressed to Customer at the address listed in Paragraph 5 herein of its intention to shut off the supply of water on account of such failure or default to the Meter Service Area for which such payment has not been made, Customer acknowledges that Palatine shall have the right to shut off the water supply to the Meter Service Area for which such payment has not been made at the expiration of fifteen (15) days after giving of such notice unless, within such fifteen (15) day period, Customer shall cure such failure or default. The shutting off of a supply of water for any such cause shall not release Customer from its obligation to make payment of any amount due, or to become due, in accordance with the terms of this Water Service Agreement. As a condition to reconnect, Customer shall pay to Palatine a reconnection fee as well as all outstanding amounts due and owing including any penalty fees and interest. Said reconnection fee shall be at the prevailing rate charged by Palatine at the time of reconnection (in accordance with the procedures, rules and regulations of Palatine, as applied to all customers).

(h) **Maintenance; Inspection; Water Quality**. Palatine reserves the right to inspect Customer's Property, at Palatine's sole cost and expense, to ensure that the occupancy is consistent with Palatine's plumbing code, that there are no cross connections that threaten potential contamination of Palatine's water system and to ensure that the system is otherwise fully in accordance with state and federal law. If the inspection discloses any code violations or threats to the water supply system, and Palatine shall deliver to Customer a notice, in writing, addressed to Customer at the address listed in Paragraph 5 herein of its intention to shut off the supply of water to the affected Meter Service Area on account of such failure or default, Customer acknowledges that Palatine shall have the right to shut off the water supply to the

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

affected Meter Service Area at the expiration of ten (10) days after giving of such notice unless, within such ten (10) day period, Customer shall cure such code violations or threats to the water supply system. The foregoing notwithstanding, however, in the event such code violations or threats to the water supply system constitute an emergency, the notice required of Palatine shall be no more than is reasonable under the circumstances. Palatine bears no degree of responsibility for the water quality at any point beyond the meter vault at the connection point with the Deer Park system (beyond the Palatine Water System, as such term is defined in the Intergovernmental Agreement). Customer bears the responsibility for maintaining the water quality at any point beyond the meter vault and within the On-Site Privately Maintained Service Connections. Palatine reserves the right, at its sole cost and expense, to inspect, test, repair and replace the water meters (which are the subject of this Water Service Agreement) on the On-Site Privately Maintained Service Connections as required by Palatine.

(i) **Easements and Rights of Entry**. Pursuant to Paragraph 2(h) of the Intergovernmental Agreement, all required easements running to Palatine have been executed and are hereby accepted as satisfactory by Palatine, and recorded with the Recorder of Deeds of Lake County, Illinois.

(j) **Supply of Water Subject to Rules and Regulations and to Certain Limitations**. Palatine's obligation to provide water to Customer is subject to the requirements, procedures and policies applied to all unincorporated water customers of Palatine to the extent they are not in conflict with the terms and conditions of the Intergovernmental Agreement. Further, Customer expressly acknowledges that this Water Service Agreement and Palatine's ability to resell water may be limited by Palatine's agreements with the Northwest Water Commission (copies of which may be obtained by Customer from the Village of Palatine and the Northwest Water Commission Agreement with the City of Evanston and constructive notice of which is hereby acknowledged by Customer) and by any water conservation measures imposed by Palatine, the United States of America, the State of Illinois, or any governmental body or agency having jurisdiction thereof.

3. **Indemnity.** Customer agrees to waive any claims of its own and, as to its own claims only, to indemnify, defend and hold harmless Palatine and its Corporate Authorities including its respective officers, agents, and employees from all damages, liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever arising out of or as a result of Palatine's supply of water pursuant to this Water Service Agreement, unless Palatine's officials have engaged in fraudulent or intentional misconduct material to such claim. Nothing herein shall be construed to require the indemnifying party to indemnify or make any payments in connection with any claim for which the indemnified party otherwise would not be liable, nor shall it be construed to waive any defenses that the indemnified party may otherwise have to any such claim. Customer agrees that Palatine will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless by Customer from all damage of any kind, nature and description which may arise as a result of this Water Service Agreement, and the operation of the water facilities furnishing water hereunder including the quality of the water unless Palatine or its officials have engaged in fraudulent or intentional misconduct relevant to the claim. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

4. **Force Majeure**. In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Water Service Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of Palatine to deliver water hereunder or of Customer to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unreasonably unfavorable to it in the judgment of the party having the difficulty.

5. **Notice**. Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to Palatine or Customer either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the parties as follows:

If to Palatine: Village of Palatine
200 East Wood Street
Palatine, Illinois 60067
Attention: Village Manager

If to Customer: Kildeer Real Estate, LLC
1180 HEATHER DR.
LAKE ZURICH, IL 60047

until and unless other addresses are specified by notice given in accordance herewith. Notices and communications shall be deemed to be given or delivered (i) on the date of actual delivery, if in person, (ii) on the next business day after being deposited with a national overnight courier service, (iii) two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, properly addressed as provided herein if by United States mail. Notice, which is reasonable in view of the circumstances, shall be given in cases of emergency.

6. **Responsible Party**. Customer shall notify and keep Palatine informed of the responsible individual(s) in charge of water operations for Customer's Property. Initially, Customer designates KILDEER REAL ESTATE LLC as said responsible individual until such time as notice is given to Palatine as provided in Section 5 hereof.

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

7. **Non-Assignability**. Customer shall not assign or transfer this Water Service Agreement or any rights, obligations or interests herein without the written consent of Palatine, which consent will not be unreasonably withheld or delayed.

8. **Regulatory Bodies**. This Water Service Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Paragraph shall not be construed as waiving the right of any party to challenge such jurisdiction or the validity of any such rule, regulation, or law on any basis, including the impairment of this Water Service Agreement.

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

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THIS WATER SERVICE AGREEMENT SHALL AUTOMATICALLY TERMINATE UPON THE TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT OR UPON TERMINATION OF PALATINE'S AGREEMENT WITH THE NORTHWEST WATER COMMISSION AND/OR THE TERMINATION OF THE NORTHWEST WATER COMMISSIONS AGREEMENT WITH THE CITY OF EVANSTON.

10. **Default, Cure and Remedies**.

(a) **Default by Palatine**. If Palatine defaults hereunder and fails to cure said default within thirty (30) days following written notice from Customer, Customer shall have, as Customer's sole and exclusive remedies, either (i) the right to terminate this Water Service Agreement by written notice to Palatine, or (ii) the right to file suit against Palatine in a court of law, in the jurisdiction and venue designated herein to compel specific performance by Palatine. To the extent that Palatine has such immunity, Palatine hereby waives any governmental immunity or other protective status it may have as a governmental entity in connection with a suit for specific performance hereunder. Customer acknowledges Palatine's waiver of immunity is only in connection with a suit for specific performance and that it waives no other immunities that it may have with respect to any other matters, claims or defenses by Customer.

(b) **Default by Customer**. In the event Customer defaults hereunder, Palatine may terminate this Agreement and Palatine may assert and seek any and all remedies at law or in equity; provided, however, that Palatine's exercise of one or more remedies shall not preclude it from the alternate subsequent exercise of another remedy.

(c) **Costs and Attorneys' Fees**. In the event of any litigation over the meaning, legality, or performance of this Water Service Agreement, the prevailing party shall be entitled to recover, as part of the judgment, its reasonable costs of litigation, including but not limited to its reasonable attorneys fees.

11. **Jurisdiction; Venue**. By execution of this Agreement, the parties consent to the exclusive jurisdiction and venue of the Third Municipal District of the Circuit Court of Cook County with respect to any legal action, proceeding, or controversy between them. The parties

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

hereto acknowledge that Palatine's principal office is located in Cook County, Illinois, and that Palatine may be irreparably harmed if required to institute or defend any action in any jurisdiction or venue other than Cook County, Illinois. Customer further acknowledges and agrees that its consent to such jurisdiction and venue as set forth in this Paragraph is additional consideration for Palatine's willingness to enter into this Agreement and that, therefore, adequate and sufficient consideration exists for the consent to jurisdiction and venue set forth herein. Therefore, Customer irrevocably (a) agrees that any suit, action or other legal proceeding relating to this Agreement may be brought only in the Circuit Court of Cook County; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection which any party may have to the laying of venue in any such suit, action or proceeding in such court; and (d) agrees to join Palatine in opposition to any petition for removal from such court.

12. **Severability; Conflicts**. Should any part, term or provision of this Water Service Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. The parties agree to cooperate and take any actions or make such amendments of this Water Service Agreement which effectuate the intent of the parties and may be necessary to maintain or preserve the legality of this Agreement.

13. **Applicable Law**. This Water Service Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

14. **Counterparts**. This Water Service 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 Water Service Agreement.

15. **Construction**. This Water Service Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

(c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) All exhibits attached to this Water Service Agreement shall be and are operative provisions of this Water Service Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Water Service Agreement. In the event of a conflict between any exhibit and the terms of this Water Service Agreement, the exhibit shall control.

(e) Any certificate, letter or opinion required to be given pursuant to this Water Service Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be only written whether or not a writing is specifically mentioned in the context of use.

16. **Pending Lawsuits**. There are no lawsuits pending or, to the best of either

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

Palatine's or Customer's knowledge, threatened, that would materially and adversely affect the ability of either Palatine or the Customer to proceed with the fulfillment of the terms of this Water Service Agreement.

17. **Entire Agreement/Modifications**. It is further agreed that this instrument contains the entire agreement between Palatine and Customer, and the parties acknowledge that all provisions contained herein may only be amended in writing, with the consent of the corporate authorities of Palatine and Customer, their successors or assigns. No officer, official or agent of Palatine has the power to amend, modify or alter this Water Service Agreement, or waive any of its conditions as to bind Palatine by making a promise or representation not contained herein.

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[SIGNATURES APPEAR ON THE NEXT PAGE]

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

18. **Recordation; Binding Effect**. This Water Service Agreement shall be filed of record with the Office of the Recorder of Deeds of Lake County, Illinois and shall be construed as a covenant running with title to the Customer's Property and shall inure to the benefit and be binding upon Palatine, the Customer and its respective successors and permitted assigns, including but not limited to any entity acquiring a financial interest in Customer's Property.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies have cause this Agreement to be duly executed, in counterparts, each of which shall constitute an original, all as of the day and year first written above.

VILLAGE OF PALATINE, an Illinois municipal corporation

By:_____
Its: Mayor

ATTEST:

By:_____
Village Clerk

[SEAL]

KILDEER REAL ESTATE, LLC

By:_____
Its: MANAGER

By:_____

Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jim Schwartz**, Mayor and **Margaret R. Duer**, Village Clerk of the Village of Palatine, personally known to me to be the same persons whose names are subscribed to the foregoing **Water Service Agreement Between The Village of Palatine and Kildeer Real Estate, LLC, Pertaining to Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of the Palatine and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2025.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Leida Y. Galvan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SureshKumar J Patel _____, _____ of the **Kildeer Real Estate, LLC**, is personally known to me to be the same person whose name is subscribed to the foregoing **Water Service Agreement Between The Village of Palatine and Kildeer Real Estate, LLC, Pertaining to Certain Property within the Village of Deer Park**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, on behalf of said limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 26 day of February, 2025.

LEIDA Y GALVAN
Official Seal
Notary Public - State of Illinois
My Commission Expires May 16, 2026

Leida Y. Galvan
Notary Public

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Attachment: Dunkin Donuts Water Service Agreement (Deer Park Water Service Agreement for Dunkin Donuts)

MEMORANDUM OF SUB-ALLOCATION OF WATER ALLOCATIONS – DEER PARK
Kildeer Real Estate LLC (Dunkin Donuts):

After recording return to:
Village of Deer Park
Village Clerk
Village Hall
23680 W. Cuba Road
Deer Park, IL 60010

THIS MEMORANDUM OF SUB-ALLOCATION OF WATER ALLOCATIONS – DEER PARK

Kildeer Real Estate, LLC (Dunkin Donuts) made this 16th day of January, 2025 by the Village of Deer Park, Illinois.

WHEREAS, on or about August 9, 1999, the Village of Deer Park and the Village of Palatine entered into that certain Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to the Water Supply of Certain Property Within the Village of Deer Park dated August 9, 1999 [the "Palatine Agreement"]; and

WHEREAS, the Village of Deer Park and the Village of Palatine amended Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to the Water Supply of Certain Property Within the Village of Deer Park dated November 18, 2013 and August 8, 2022 [the "Palatine Agreement"]; and

WHEREAS, on or about January 16, 2025 the Board of Trustee of the Village of Deer Park considered and approved the Kildeer Real Estate, LLC Sub-Allocation; and

WHEREAS, The Village of Deer Park as "Transferor" and Kildeer Real Estate, LLC as "Transferee" made application for a transfer of the average daily water allocation assigned to the Kildeer Real Estate, LLC as set forth in Exhibit 9 to the Palatine Agreement; and

WHEREAS, this memorandum of Sub-Allocation of Water Allocations Kildeer Real Estate, LLC is made to memorialize, of record, the transfer of water allocations as set forth below:

TRANSFEROR: The Village of Deer Park

TRANSFEROR PROPERTY: A portion of the Village of Deer Park property denoted on the revised Exhibit 9 of the Intergovernmental Agreement between the Village of Palatine and the Village of Deer Park relative to the Water supply of certain property within the Village of Deer Park dated December 19, 2023.

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

REVISED TRANSFEROR

WATER ALLOCATION: 2,000 gallons per day (Standard Rate)
0 gallons per day (Excess Rate)

TRANSFEREE: Kildeer Real Estate, LLC

TRANSFEREE PROPERTY: See Exhibit A attached hereto.

Pursuant to Section 52.07(D)(4) of the Deer Park Ordinance, Kildeer Real Estate, LLC hereby covenants that upon approval of the Kildeer Real Estate, LLC Sub-Allocation, Kildeer Real Estate, LLC will limit its use of water provided by the Village of Palatine to the amount set forth as "Revised Transferee Water Allocation" immediately above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sub-Allocation of Water Allocations – Kildeer Real Estate, LLC the day and date first above written.

Village of Deer Park

Date: 1/29/2025

By: _____

Title: Village President

Date: 1/29/2025

By: _____

Title: Village Clerk

Kildeer Real Estate, LLC an Illinois limited liability company,

By: Kildeer Real Estate, LLC, an Illinois limited liability company,

its managing member,

By: _____

Managing Member

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Cheryl Martire, a notary public in and for said County, in the State aforesaid, do hereby certify that Greg Rusteberg, Village President and Kimberly Kelly, Village Clerk of the Village of Deer Park, personally known to me to be the same persons whose names are subscribed to the foregoing memorandum of Sub-Allocation of Water Allocations, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of the Village and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 29th day of January 2025.

Cheryl K Martire
Notary Public

My commission expires: 7/12/27

OFFICIAL SEAL
CHERYL K MARTIRE
Notary Public, State of Illinois
Commission No. 897911
My Commission Expires
July 12, 2027

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Personally appeared before me, a Notary Public in and for said State and County, Suresh Patel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the managing member of Kildeer Real Estate, LLC, the managing member of Kildeer Real Estate, LLC, an Illinois limited liability company, and that such person as managing member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as managing member.

Witness my hand and seal at office this 29th day of January, 2025.

Kimberly Kelly

Notary Public

My commission expires: 9/28/2027

OFFICIAL SEAL
KIMBERLY A KELLY
Notary Public, State of Illinois
Commission No. 826634
My Commission Expires September 28, 2027

OFFICIAL SEAL
KIMBERLY A KELLY
Notary Public, State of Illinois
Commission No. 826634
My Commission Expires September 28, 2027

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

Exhibit A

Legal Description

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID QUARTER SECTION AT THE INTERSECTION OF THE CENTER OF THE PALATINE AND LAKE ZURICH ROAD WITH THE CENTER OF THE LAKE ZURICH AND CHICAGO ROAD (SO CALLED); THENCE SOUTH 62 DEGREES EAST IN THE CENTER OF SAID LAKE ZURICH AND CHICAGO ROAD 19 RODS TO THE NORTHWEST CORNER OF LAND CONVEYED BY LOUIS HAEKEL AND WIFE TO THE ELA CREAMERY ASSOCIATION BY DEED RECORDED DECEMBER 20, 1882 AS DOCUMENT 27470 IN BOOK 77 OF DEEDS, PAGE 195; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID ELA CREAMERY ASSOCIATION PROPERTY AND SAID WESTERLY LINE EXTENDED TO THE NORTHEAST CORNER OF THE SCHOOL LOT (CONVEYED BY DEED RECORDED IN BOOK 80 OF DEEDS, PAGE 519); THENCE WEST ON THE NORTH LINE OF SAID SCHOOL LOT TO THE CENTER OF THE SAID PALATINE AND LAKE ZURICH ROAD AND THENCE NORTH ALONG THE CENTER OF SAID ROAD TO THE POINT OF BEGINNING.

EXCEPT THAT PART TAKEN BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY PROCEEDINGS HAD IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS UNDER CASE NO. 82 ED 11.

ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED JULY 18, 2012 AS DOCUMENT NUMBER 6874444, IN LAKE COUNTY, ILLINOIS.

PI.N. 14-34-100-084

Address: 20817 N. Quentin Road, Deer Park, IL 60047

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

Application for Water Location

Village of Deer Park

The undersigned is the legal title holder to certain real property located in the Village of Deer Park (identified below) which is eligible to receive a water allocation pursuant to the Intergovernmental Agreement between the Village of Deer Park Relative to the Water Supply of Certain Property within the Village of Deer Park dated August 9, 1999, as amended.

Property Address: ___20817 North Quentin Road, Deer Park, IL 60047_____

PIN: ____14-34-100-084_____

Supporting Information. In accordance with Section 52.06(C)(l) of the Water Allocation Ordinance, the undersigned agrees to provide such supporting information as the Village Engineer shall require to determine the appropriate allocation for the Property based on the existing use.

Request for Allocation. Pursuant to Section 52.06(C) of the Water Allocation Ordinance, the Owner hereby requests that the Village of Deer Park Board of Trustees approve a water allocation for the Property. Further the Owner requests that the Village provide a certificate evidencing the water allocation and issue a memorandum setting for the Owner's Allocation, which shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

Deposit. Pursuant to Section 52.06(C)(2)(o), enclosed herewith is a check in the amount of $556.94, which represents the deposit required by the Village of Deer Park to cover its costs in connection with its review and approval of this Application for Water Allocation.

Property Owner: __Kildeer Real Estate LLC_____
(Print Name)

Signature: _____
(If owner is an entity, please indicate title of person signing)

Contact information:

Name: ___Suresh Patel_____

Address: __1180 Heather Dr._____

_____Lake Zurich, IL 60047_____

Phone: ____847-372-0904_____

Email: ____sureshipatel@jsnnetwork.com_____

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

RECEIPT FOR WATER SERVICE TAP-ON CHARGES

To: Village Manager of the Village of Palatine

Pursuant to **Paragraph 2 (d)** of the Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park Relative to Water Supply for Certain Property Within the Village of Deer Park, dated **August 9, 1999,** as the duly authorized Village President of the Village of Deer Park, I hereby certify the following information to the Village of Palatine:

Property: Kildeer Real Estate LLC (Dunkin Donuts):

Legal Description:

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID QUARTER SECTION AT THE INTERSECTION OF THE CENTER OF THE PALATINE AND LAKE ZURICH ROAD WITH THE CENTER OF THE LAKE ZURICH AND CHICAGO ROAD (SO CALLED); THENCE SOUTH 62 DEGREES EAST IN THE CENTER OF SAID LAKE ZURICH AND CHICAGO ROAD 19 RODS TO THE NORTHWEST CORNER OF LAND CONVEYED BY LOUIS HAEKEL AND WIFE TO THE ELA CREAMERY ASSOCIATION BY DEED RECORDED DECEMBER 20, 1882 AS DOCUMENT 27470 IN BOOK 77 OF DEEDS, PAGE 195; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID ELA CREAMERY ASSOCIATION PROPERTY AND SAID WESTERLY LINE EXTENDED TO THE NORTHEAST CORNER OF THE SCHOOL LOT (CONVEYED BY DEED RECORDED IN BOOK 80 OF DEEDS, PAGE 519); THENCE WEST ON THE NORTH LINE OF SAID SCHOOL LOT TO THE CENTER OF THE SAID PALATINE AND LAKE ZURICH ROAD AND THENCE NORTH ALONG THE CENTER OF SAID ROAD TO THE POINT OF BEGINNING.

EXCEPT THAT PART TAKEN BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY PROCEEDINGS HAD IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS UNDER CASE NO. 82 ED 11.

ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED JULY 18, 2012 AS DOCUMENT NUMBER 6874444, IN LAKE COUNTY, ILLINOIS.

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

Address: 20817 N. Quentin Road, Deer Park, IL 60047

Tax I.D. No. 14-34-100-084

Status of Obligation, if any, for Water Tap-On Charges Payable to the Village of Deer Park:
NOT APPLICABLE – No Charges Due

Payor: _____

Date of Payment: N/A

Amount of Payment: $556.94 ($845 per acre per our code: Chapter 52.06(C)(2)(o) Potable Water Distribution) Parcel is 0.6591

This instrument is effective as of the date set forth below.

Date: 1/29/25

By: _____
Beth McAndrews, Village Administrator

Attachment: Dunkin Donuts Deer Park Sub Allocation (Deer Park Water Service Agreement for Dunkin Donuts)

Consider an Ordinance Waiving the Bid Process and Authorizing the Village Manager to Execute Proposals for North Supply Motor Control Center and Surge Arrestors in an Amount Not to Exceed $230,975

BACKGROUND:
The North Supply Pump Station is one of the four major pump stations operating our water system. It has the original motor control center (MCC) from the construction of the station in 1984. A motor control center is an assembly to control all electric motors for the pumps at the station. It consists of multiple enclosed sections having a common power feed. Each section contains a combination starter which in turn consists of motor starters, fuses, circuit breakers, and power disconnects.

The North Supply Pump Station has two (2) 2,700 gallons per minute (gpm) variable frequency drive pumps, two (2) 2,700 gallons per minute (gpm) constant speed pumps, and two (2) 3,000 gpm transfer pumps. The expected life cycle of a motor control center is 20 years.

This would also be the preferred time to install electrical surge protection. North Supply is not currently protected from surges in electricity. During lightning strikes or power surges from ComED, a spike of electricity can surge through the station and damage the pump drives.

KEY ISSUES:
- A two-vendor design/build selection process is recommended as the Village has limited schematics on the original station electrical plans and needs these repairs integrated with our existing water system controls.
- Newcastle Electric Incorporated has done extensive work with the water pumping and sanitary lift stations for the Village. They have been identified as the most qualified design/build vendor based on prior repairs to a motor control center at another pump station.
- Advanced Automation & Controls has been the Village's integrator with the supervisory controls and data acquisition (SCADA) system since its inception. Their specific knowledge and familiarity with the system operation will be fundamental in working with Newcastle Electric during the replacement.
- The cost breakdown is as follows: Advanced Automation Labor / Integration and Material, $124,975; Newcastle Electric Removal and Replacement $95,000; Surge Protection $11,000; with a total cost of $230,975.

ALTERNATIVES:
1. Approve the bid waiver and execution of proposals from Advanced Automation & Controls and Newcastle Electric for the removal and replacement of a motor control unit and the installation of surge protection with integration at North Supply Pump Station.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approving the Ordinance waiving the formal bid process and authorizing the Village Manager to execute the proposals from Newcastle Electric and

Advanced Automation & Controls in an amount not to exceed $230,975.

BUDGET IMPACT:
Funding is available in the 2025 Water Capital Fund to accommodate this work.

ACTION REQUIRED:
Approval of an Ordinance to waive the formal bid process and authorize the Village Manager to execute the proposals from Newcastle Electric and Advanced Automation & Controls in an amount not to exceed $230,975.

ATTACHMENTS:

- Ordinance Waiving Bid Process MCC
- AAC North Supply Quote
- New Castle North Supply MCC
- New Castle North Supply Surge Arrestor

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE WAIVER OF THE FORMAL BID PROCESS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSALS FROM NEWCASTLE ELECTRIC AND ADVANCED AUTOMATION & CONTROLS IN AN AMOUNT NOT TO EXCEED $230,975

WHEREAS, the Village of Palatine is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village requires four fully operational pump stations to deliver water to the system for fire protection and domestic use; and

WHEREAS, the motor control center which provides all control to electric motors for the pumps at the North Supply Pump Station is over 40 years old with starters, fuses, circuit breakers and power disconnect which have surpassed their expected service life; and

WHEREAS, Advanced Automation & Controls and Newcastle Electric have been the Village's integrator of pump control equipment and software through the supervisory controls and data acquisition (SCADA) system since its inception in 2009 and can undertake this system while maintaining integration between other pump stations and the water system; and

WHEREAS, staff recommends waiving the competitive bidding process and contracting with Advanced Automation & Controls and Newcastle Electric for a total expenditure of $230,975; and

WHEREAS, the Village CY25 budget has $235,000 allocated for the project; and

WHEREAS, it is imperative to have operational consistency and Advanced Automation & Controls and Newcastle Electric have knowledge of our integrated security system and understanding of the equipment, wiring, alerting, and alarming.

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

SECTION 1: The Village Council authorizes and directs the Village Manager to waive the formal bidding procedures for the North Supply Water Pumping Motor Control Center Replacement and Surge Arrestor Installation.

SECTION 2: The Village Council authorizes the award of a contract consistent with the proposals from Newcastle Electric and Advanced Automation & Controls in an amount not to exceed $230,975.

Attachment: Ordinance Waiving Bid Process MCC (North Supply Motor Control Center and Surge Arrestors ORD)

SECTION 3: The Village Manager, or anyone designated by him, be and hereby is authorized, on behalf of the Village, to execute such contracts consistent with the proposals from Newcastle Electric and Advanced Automation & Controls in an amount not to exceed $230,975.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 5: That any provision of the Village Code or any state statute that conflicts with this Ordinance shall be superseded to the extent permitted through the exercise of the Village's home rule authority and only to the extent necessary to implement and enforce the provisions of this Ordinance.

PASSED: This _____ of _____, 2025

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

APPROVED by me this _____ of _____, 2025

_____
Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

this _____ of _____, 2025

_____
Village Clerk

Attachment: Ordinance Waiving Bid Process MCC (North Supply Motor Control Center and Surge Arrestors ORD)

QUOTATION

Phone 815.578.0655
Fax 815.578.0677

Advanced Automation & Controls, Inc.

780 Ridgeview Drive
McHenry, IL 60050

Name	Jim Hrycko	JOB NUMBER:	NA
Company	Village of Palatine		
Address		REFERENCE:	MCC Upgrade
Phone Number		LOCATION:	North Supply PS
Fax Number		PROPOSAL DATE:	April 11, 2025

■ AS SPECIFIED ☐ AS EQUAL ☐ F.O.B. FACTORY PRICES DO NOT INCLUDE SALES OR USES TAXES

☐ AS ALTERNATIVE ☐ TRSP. PREPAID TERMS: NET -30 DAYS PER ATTACHED TERMS AND CONDITIONS

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
	1	Advanced Automation and Controls, Inc. is pleased to provide the following quotation to provide an MCC upgrade for the Villages North Supply Pumping Station. Below is a breakdown of material and labor required for the project, provided by AAC. **Material:** ➢ Qty. 1 – Eaton Freedom Series Motor Control Center. 1. Reference Attached Eaton Neg No. CG160203X5K3 2. 800 Amp Splice Bar Kit (Transition Bars) **Labor:** ➢ Review and Procurement of MCC for North Supply PS. ➢ Coordination with New Castle Electric on Installation of MCC. ➢ Integration of new MCC at North Supply PS. ➢ O&M Manual for new MCC at North Supply PS. **Notes:** ➢ Removal of old MCC and Installation of new MCC is to be provided by New Castle Electric. ➢ IL Sales Tax Exempt ➢ Shipping Cost Not Included	Total Price Lump Sum: **$124.975.00 (Labor and Material)**

Attachment: AAC North Supply Quote (North Supply Motor Control Center and Surge Arrestors ORD)

		If you should have any or require further information, please do not hesitate to call.	

ACCEPTED THIS _____ DAY OF April, 2025

_____

BY: _____

PRICE FIRM FOR 30 DAYS

SUBMITTED THIS: _____

Advanced Automation & Controls, Inc. BY:

Thomas Otto, COO / Principal

_____

Attachment: AAC North Supply Quote (North Supply Motor Control Center and Surge Arrestors ORD)

NEWCASTLE ELECTRIC INC.
1505 INDUSTRIAL DR ITASCA IL 60143
PHONE 630-773-0171 FAX 630-773-0183
EMAIL mikem@ncelectric.net

P R O P O S A L

March 14th, 2025

Village of Palatine
200 E Wood St
Palatine IL 60067

We hereby propose to furnish all electrical material and labor necessary to complete the electrical work described below for the premises at NORTH PUMP STATION,1381 N ROHLWING RD, PALATINE, IL for the amount of NINTY FIVE THOUSAND DOLLARS ($95,000.00)

Payments to be made every thirty days as job progresses. This bid is based on current material prices and may need to be adjusted at time of work. Any alterations or additions involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate .The quote is based on the following scope of work .

Furnish labor and material necessary to remove and replace the MCC at North pumping station.
MCC furnished by others.
Project to include review of manufacturers submittals.
Assistance in placing purchase order for new MCC.
Tagging of wiring in old MCC prior to demolition.
Remove overhead raceway as needed.
Demolition of existing MCC.
Installation of new MCC structures.
Reconnect wiring,check phase rotation as needed.
Work with AAC to reconnect controls.
Includes power monitoring voltage taps and CT's per AAC direction.
Work with AAC to restart controls/MCC
Uupdate asbuilts as needed.
Scada work by others.

Attachment: New Castle North Supply MCC (North Supply Motor Control Center and Surge Arrestors ORD)

Permit and or utility fees by others if required. None anticipated.
All work done during normal work hours.
We take exception to any project specifications, drawings or requirements that were not presented to us prior to this proposal.
.
Respectfully submitted, Newcastle Electric Inc.

Per Michael Maloney_____

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

Date_____Signature_____

Attachment: New Castle North Supply MCC (North Supply Motor Control Center and Surge Arrestors ORD)

NEWCASTLE ELECTRIC INC.
1505 INDUSTRIAL DR ITASCA IL 60143
PHONE 630-773-0171 FAX 630-773-0183
EMAIL mikem@ncelectric.net

P R O P O S A L

March 14th, 2025

Village of Palatine
200 E Wood St
Palatine IL 60067

We hereby propose to furnish all electrical material and labor necessary to complete the electrical work described below for the premises at NORTH PUMP STATION, 1381 N ROHLWING RD, PALATINE, IL for the amount of ELEVEN THOUSAND DOLLARS ($11,000.00)

Payments to be made every thirty days as job progresses. This bid is based on current material prices and may need to be adjusted at time of work. Any alterations or additions involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate .The quote is based on the following scope of work .

Furnish labor and material necessary to add surge protective devices at North pumping station. Four SPD's in total
One MGD-200VDA buss connected downstream of the main and fuse protected.
The unit has an auxiliary contact available for SCADA.
Three MGC-100 RP, one at each VFD connected at a point between the load side of the breaker and the line side of the VFD. Also fuse protected.
Permit and or utility fees by others if required. None anticipated.
All work done during normal work hours.
We take exception to any project specifications, drawings or requirements that were not presented to us prior to this proposal.
.
Respectfully submitted, Newcastle Electric Inc.
Per Michael Maloney_____
Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

Date_____Signature_____

Attachment: New Castle North Supply Surge Arrestor (North Supply Motor Control Center and Surge Arrestors ORD)

Consider a Motion to Award a Contract for the Replacement of Water Main on Dundee Road at Salt Creek

BACKGROUND:
The Illinois Department of Transportation (IDOT) plans to replace the box culvert that carries Salt Creek beneath IL Route 68 (Dundee Road). As part of the preliminary coordination for this project, the Village conducted a survey of its utilities in the area. The survey revealed that the existing 10-inch water main, which currently runs beneath the culvert, will be in conflict with the proposed new structure.

To accommodate the work and avoid damage during construction, the Village must relocate and replace the water main in advance of the culvert replacement project, which is scheduled to begin as soon as later this year.

KEY ISSUES:
- Prices were sought from vendors under contract with the Village for water main extensions, water main replacements, and the contractor who will be performing the culvert replacement for IDOT.
- Two prices were provided, with the high of $249,000 from the contractor performing the water main replacement on Norman Drive and a low of $158,500 from the contractor replacing the box culvert for IDOT (Martam Construction Incorporated).

ALTERNATIVES:
1. Approve the contract with Martam Construction Incorporated.
2. Refer the item back to staff for further review or comment.

RECOMMENDATION:
Staff recommends awarding the contract for the Dundee Road water main replacement at Salt Creek in the amount of $158,500.

BUDGET IMPACT:
Funding for this work is available through the Water Fund as part of the Village's FY2025 Capital Improvement Program.

ACTION REQUIRED:
Motion to approve the contract with Martam Construction for the Dundee Road water main replacement, in the amount of $158,500.

ATTACHMENTS:
- GIS Map
- Martam Dundee Road Proposal

GISConsortium | Dundee Road Water Main Replacement

0 350 700 ft

Print Date: 4/9/2025

Notes

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

Attachment: GIS Map (Water Main Replacement on Dundee Road at Salt Creek)

VILLAGE OF PALATINE-2025 WATERMAIN
DUNDEE ROAD WM RELOCATION

MARTAM CONSTRUCTION INCORPORATED

ITEM #	ITEM DESCRIPTION-BASE BID	UNIT	Estimated Quantity	Engineer's Estimate UNIT COST	Engineer's Estimate EXTENDED AMOUNT
1	TOPSOIL FURNISH AND PLACE, 4"	SY	400	$ 4.00	$ 1,600.00
2	SODDING (SPECIAL)	SY	400	$ 12.00	$ 4,800.00
3	TREE PROTECTION	LF	200	$ 10.00	$ 2,000.00
4	SILT FENCE	LF	100	$ 5.00	$ 500.00
5	TRENCH BACKFILL	CY	80	$ 65.00	$ 5,200.00
6	AGGREGATE SHOULDER RESTORATION (IN KIND)	SY	10	$ 168.00	$ 1,680.00
7	PAVEMENT RESTORATION (IN KIND)	SY	10	$ 582.00	$ 5,820.00
8	HDPE WITH TRACER WIRE, 12" (DIRECTIONAL DRILLED)	LF	0		$ -
9	D.I.P., CL 52, WITH TRACER WIRE, 8" (OPEN CUT)	LF	20	$ 245.00	$ 4,900.00
10	D.I.P., CL 52, WITH TRACER WIRE, 12" (OPEN CUT)	LF	320	$ 260.00	$ 83,200.00
11	GATE VALVE 8" WITH BOX	EA	1	$ 3,800.00	$ 3,800.00
12	GATE VALVE 12" WITH BOX	EA	2	$ 5,600.00	$ 11,200.00
13	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	1	$ 11,200.00	$ 11,200.00
14	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 8"	EA	2	$ 4,200.00	$ 8,400.00
15	DRY CONNECTION TO EXISTING WATERMAIN (NON-PRESSURE) - 12"	EA	2	$ 6,500.00	$ 13,000.00
16	MAGNETIZED TRACER WIRE BOX, COBRA T3	EA	2	$ 600.00	$ 1,200.00
	Total				**$ 158,500.00**

Above work priced to take place within our IDOT project MOT.

Attachment: Martam Dundee Road Proposal (Water Main Replacement on Dundee Road at Salt Creek)

Consider a Motion to Award the 2025 Water Main Replacement Contract 1 Project

BACKGROUND:
Farm Gate Lane, Reseda Parkway, Thurston Drive, and Oak Street are recommended for water main replacement due to their age and the number of breaks that have occurred over the last several years. The water main replacement on Farm Gate Lane will be from Hicks Road to Country Lane (approximately 1,097 feet). The water main replacement on Reseda Parkway will be from Hicks Road to the dead end (approximately 1,775 feet). The water main replacement on Thurston Drive will be from Williams Drive to Sanborn Drive (approximately 900 feet). The water main replacement on Oak Street will be from Dundee Road to Garden Avenue (approximately 653 feet).

KEY ISSUES:
- On Tuesday, April 29, 2025, six bids were received, ranging from a high of $2,849,222.17 to a low of $2,098,240.25.
- The lowest responsive and responsible bidder was John Neri Construction Company, Incorporated of Addison, Illinois in the amount of $2,098,240.25.
- The Engineer's estimate was $2,639,329.
- This project was initially budgeted with an expected cost of $1.7M. Additional construction costs of $200,000 are attributable to two Hicks Road trench-less crossings and $200,000 increased costs of construction.
- Additional increased costs of $325,000 on other projects, including the Dundee Road water main replacement at Salt Creek, result in the need to consider a $725,000 budget adjustment.

ALTERNATIVES:
1. Award the contract for the 2025 Water Main Replacement Contract 1 to John Neri Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends that the contract for the 2025 Water Main Replacement Contract 1 Project be awarded to John Neri Construction.

BUDGET IMPACT:
A budget adjustment in the amount of $725,000 is necessary to accommodate this proposed improvement. Fund balance is available to support this adjustment. As water main replacement is an annual program with a planned investment of over $4M in 2026, it is recommended that a corresponding reduction in the proposed plan be made as part of the budget process for next year to replenish fund balances by proceeding with this 2025 water main replacement work.

ACTION REQUIRED:
Motion to award the contract for the 2025 Water Main Replacement Contract 1 Project to John Neri Construction Company, Incorporated of Addison, Illinois in the amount of $2,098,240.25.

ATTACHMENTS:

- Bid Tabulation
- Map of Improvements

VILLAGE OF PALATINE Est. 1866

Bidding Summary
2025 Water Main Replacement Contract 1
April 29, 2025

	Bidding Contractors	As Read Bid Amount	As Corrected Bid Amount
1	John Neri Construction Co., Inc.	$ 2,098,240.25	Correct as Read
2	Mauro Sewer Construction, Inc.	$ 2,098,824.50	Correct as Read
3	Concept Plumbing, Inc.	$ 2,193,381.00	Correct as Read
4	Martam Construction, Inc.	$ 2,583,583.00	Correct as Read
5	Bluewater Construction, LLC	$ 2,625,004.28	$ 2,627,754.28
6	Copenhaver Construction, Inc.	$ 2,849,222.17	Correct as Read

Attachment: Bid Tabulation (2025 Water Main Replacement Award of Contract #1)

BID OPENING
Date: April 29, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2025 Water Main Replacement Contract 1
DPW- 2521
Section # N/A

COMPUTED BY: KML

Red unit price = unit price is above median unit price
Blue unit price = unit price is equal to median unit price
Green unit price = unit price is below median unit price

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Cost Estimate UNIT PRICE	Cost Estimate TOTAL	**Low Bidder** John Neri Construction Co., Inc. 770 W. Factory Road Addison, IL 60101 630-629-8384 nneri@johnnericonstruction.com UNIT PRICE	**Low Bidder** TOTAL	**2** Mauro Sewer Construction, Inc. 1251 Redecker Road Des Plaines, IL 60016 847-803-2033 mauro@sewer-water.com UNIT PRICE	**2** TOTAL	**3** Concept Plumbing, Inc. 554 W. Wood Street Palatine, IL 60067 847-776-6180 tgallien@conceptplumbing.com UNIT PRICE	**3** TOTAL	**4** Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120 847-608-6800 jerry@martam.com UNIT PRICE	**4** TOTAL
1	SUPPLEMENTAL WATERING	UNIT	17	$52.00	$884.00	$5.00	$85.00	$75.00	$1,275.00	$93.50	$1,589.50	$30.00	$510.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	682	$11.00	7,502.00	10.00	$6,820.00	13.00	$8,866.00	9.00	6,138.00	11.00	7,502.00
3	SODDING (SPECIAL)	SQ YD	688	$26.00	17,888.00	15.00	$10,320.00	15.00	$10,320.00	11.00	7,568.00	22.00	15,136.00
4	DRAINAGE STRUCTURE INLET FILTERS & CLEANING	EACH	38	$186.00	7,068.00	225.00	$8,550.00	255.00	$9,690.00	260.00	9,880.00	300.00	11,400.00
5	TREE PROTECTION	FOOT	100	$10.00	1,000.00	4.00	$400.00	7.00	$700.00	11.50	1,150.00	10.00	1,000.00
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	90	$106.00	9,540.00	1.00	$90.00	50.00	$4,500.00	35.50	3,195.00	68.00	6,120.00
7	MOBILIZATION	L SUM	1	$125,000.00	125,000.00	38325.00	$38,325.00	33,500.00	$33,500.00	21,535.00	21,535.00	120,000.00	120,000.00
8	SURVEYING, STAKING & AS-BUILTS	L SUM	1	$16,500.00	16,500.00	15000.00	$15,000.00	12,000.00	$12,000.00	49,936.00	49,936.00	9,500.00	9,500.00
9	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$60,000.00	60,000.00	17500.00	$17,500.00	60,000.00	$60,000.00	38,203.00	38,203.00	80,000.00	80,000.00
10	PRECONSTRUCTION VIDEO TAPING	L SUM	1	$3,000.00	3,000.00	3500.00	$3,500.00	4,000.00	$4,000.00	8,427.00	8,427.00	4,500.00	4,500.00
11	EXPLORATORY EXCAVATION	FOOT	50	$95.00	4,750.00	1.00	$50.00	75.00	$3,750.00	57.00	2,850.00	88.00	4,400.00
12	PCC SIDEWALK	SQ FT	1,257	$15.00	18,855.00	12.75	$16,026.75	12.00	$15,084.00	14.00	17,598.00	16.00	20,112.00
13	PCC SIDEWALK REMOVAL	SQ FT	1,257	$3.00	3,771.00	2.50	$3,142.50	3.50	$4,399.50	1.50	1,885.50	2.00	2,514.00
14	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	4,850	$75.00	363,750.00	53.50	$259,475.00	48.00	$232,800.00	77.50	375,875.00	65.00	315,250.00
15	CONCRETE DRIVEWAY REMOVE AND REPLACE	SQ YD	61	$165.00	10,065.00	130.00	$7,930.00	125.00	$7,625.00	162.00	9,882.00	188.00	11,468.00
16	HMA DRIVEWAY REMOVE AND REPLACE	SQ YD	29	$86.00	2,494.00	80.00	$2,320.00	75.00	$2,175.00	86.00	2,494.00	136.00	3,944.00
17	PCC CURB AND GUTTER REMOVE AND REPLACE	FOOT	418	$63.00	26,334.00	52.00	$21,736.00	75.00	$31,350.00	52.00	21,736.00	68.00	28,424.00
18	DETECTABLE WARNINGS	SQ FT	8	$50.00	400.00	60.00	$480.00	60.00	$480.00	39.50	316.00	58.00	464.00
19	STORM SEWER REMOVE & REPLACE 8" PVC, SDR 26 C900	FOOT	19	$165.00	3,135.00	95.00	$1,805.00	115.00	$2,185.00	121.50	2,308.50	106.00	2,014.00
20	STORM SEWER REMOVE & REPLACE 10" PVC, SDR 26 C900	FOOT	58	$170.00	9,860.00	110.00	$6,380.00	125.00	$7,250.00	115.00	6,670.00	116.00	6,728.00
21	STORM SEWER REMOVE & REPLACE 12" PVC, SDR 26 C900	FOOT	17	$175.00	2,975.00	125.00	$2,125.00	140.00	$2,380.00	117.00	1,989.00	131.00	2,227.00
22	STORM SEWER REMOVE & REPLACE 18" PVC, SDR 26 C900	FOOT	44	$190.00	8,360.00	180.00	$7,920.00	175.00	$7,700.00	200.00	8,800.00	196.00	8,624.00
23	STORM SEWER REMOVE & REPLACE 21" PVC, SDR 26 C900	FOOT	20	$210.00	4,200.00	225.00	$4,500.00	275.00	$5,500.00	264.00	5,280.00	248.00	4,960.00
24	STORM SEWER REMOVE & REPLACE 27" PVC, SDR 26 C900	FOOT	21	$220.00	4,620.00	320.00	$6,720.00	450.00	$9,450.00	297.00	6,237.00	306.00	6,426.00
25	DUCTILE IRON WATER MAIN 4", CL52 ZINC COATED, <8' DEPTH	FOOT	29	$170.00	4,930.00	220.00	$6,380.00	175.00	$5,075.00	161.50	4,683.50	261.00	7,569.00

Attachment: Bid Tabulation (2025 Water Main Replacement Award of Contract #1)

BID OPENING
Date: April 29, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2025 Water Main Replacement Contract 1
DPW- 2521
Section # N/A

COMPUTED BY: KML

Red unit price = unit price is above median unit price
Blue unit price = unit price is equal to median unit price
Green unit price = unit price is below median unit price

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Cost Estimate UNIT PRICE	Cost Estimate TOTAL	Low Bidder: John Neri Construction Co., Inc. 770 W. Factory Road Addison, IL 60101 630-629-8384 nneri@johnnericonstruction.com UNIT PRICE	Low Bidder TOTAL	2: Mauro Sewer Construction, Inc. 1251 Redecker Road Des Plaines, IL 60016 847-803-2033 mauro@sewer-water.com UNIT PRICE	2 TOTAL	3: Concept Plumbing, Inc. 554 W. Wood Street Palatine, IL 60067 847-776-6180 tgallien@conceptplumbing.com UNIT PRICE	3 TOTAL	4: Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120 847-608-6800 jerry@martam.com UNIT PRICE	4 TOTAL
26	DUCTILE IRON WATER MAIN 8", CL52 ZINC COATED, <8' DEPTH	FOOT	4,410	$190.00	837,900.00	190.00	$837,900.00	160.00	$705,600.00	153.50	676,935.00	176.00	776,160.00
27	DUCTILE IRON WATER MAIN 8", CL52 ZINC COATED, >8' DEPTH	FOOT	490	$220.00	107,800.00	220.00	$107,800.00	190.00	$93,100.00	154.00	75,460.00	198.00	97,020.00
28	FIRE HYDRANT TO BE REMOVED	EACH	11	$1,030.00	11,330.00	750.00	$8,250.00	550.00	$6,050.00	962.00	10,582.00	800.00	8,800.00
29	WATER MAIN REMOVAL	FOOT	51	$83.00	4,233.00	10.00	$510.00	50.00	$2,550.00	8.00	408.00	18.00	918.00
30	WATER MAIN LINE STOP 6"	EACH	1	$8,500.00	8,500.00	6300.00	$6,300.00	7,000.00	$7,000.00	8,675.00	8,675.00	6,680.00	6,680.00
31	WATER MAIN LINE STOP 8"	EACH	2	$9,300.00	18,600.00	6800.00	$13,600.00	7,500.00	$15,000.00	9,195.00	18,390.00	7,420.00	14,840.00
32	WATER SERVICE RECONNECTION (SHORT)	EACH	30	$3,000.00	90,000.00	2400.00	$72,000.00	2,300.00	$69,000.00	2,190.50	65,715.00	3,860.00	115,800.00
33	WATER SERVICE RECONNECTION (LONG)	EACH	43	$3,700.00	159,100.00	1500.00	$64,500.00	3,600.00	$154,800.00	3,064.00	131,752.00	4,770.00	205,110.00
34	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	14	$11,000.00	154,000.00	9200.00	$128,800.00	9,200.00	$128,800.00	8,325.00	116,550.00	11,210.00	156,940.00
35	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EACH	16	$8,240.00	131,840.00	6800.00	$108,800.00	6,500.00	$104,000.00	8,937.00	142,992.00	8,890.00	142,240.00
36	GATE VALVE 4" WITH VAULT, 4' DIAMETER	EACH	1	$7,000.00	7,000.00	5400.00	$5,400.00	6,000.00	$6,000.00	6,714.00	6,714.00	7,460.00	7,460.00
37	REMOVE EXISTING WATER VALVE AND ABANDON VAULT	EACH	17	$1,500.00	25,500.00	500.00	$8,500.00	650.00	$11,050.00	1,119.00	19,023.00	610.00	10,370.00
38	WATER SERVICE B-BOX	EACH	2	$1,550.00	3,100.00	900.00	$1,800.00	500.00	$1,000.00	320.00	640.00	360.00	720.00
39	WATER SERVICE CURB STOP	EACH	2	$600.00	1,200.00	1500.00	$3,000.00	600.00	$1,200.00	956.00	1,912.00	860.00	1,720.00
40	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)-10"	EACH	2	$5,500.00	11,000.00	4500.00	$9,000.00	8,500.00	$17,000.00	5,355.00	10,710.00	4,120.00	8,240.00
41	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	2	$5,000.00	10,000.00	3000.00	$6,000.00	6,500.00	$13,000.00	3,590.00	7,180.00	3,860.00	7,720.00
42	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	EACH	9	$4,500.00	40,500.00	2600.00	$23,400.00	4,500.00	$40,500.00	3,486.00	31,374.00	3,770.00	33,930.00
43	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 4"	EACH	1	$4,500.00	4,500.00	2200.00	$2,200.00	5,000.00	$5,000.00	3,393.00	3,393.00	3,700.00	3,700.00
44	PVC CASING PIPE 16"	FOOT	368	$190.00	69,920.00	125.00	$46,000.00	145.00	$53,360.00	128.50	47,288.00	166.00	61,088.00
45	DUCTILE IRON WATER MAIN 8", PUSHED THROUGH CASING	FOOT	155	$135.00	20,925.00	150.00	$23,250.00	192.00	$29,760.00	111.00	17,205.00	191.00	29,605.00
46	STEEL CASING PIPE, BORED AND JACKED, 18"	FOOT	155	$700.00	108,500.00	650.00	$100,750.00	500.00	$77,500.00	584.00	90,520.00	960.00	148,800.00

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BID OPENING
Date: April 29, 2025
Time: 11:00 AM
Location: Village Hall

VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS
TABULATION OF BIDS
FOR
2025 Water Main Replacement Contract 1
DPW- 2521
Section # N/A

COMPUTED BY: KML

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Cost Estimate UNIT PRICE	Cost Estimate TOTAL	Low Bidder: John Neri Construction Co., Inc. 770 W. Factory Road Addison, IL 60101 630-629-8384 nneri@johnnericonstruction.com UNIT PRICE	Low Bidder TOTAL	2: Mauro Sewer Construction, Inc. 1251 Redecker Road Des Plaines, IL 60016 847-803-2033 mauro@sewer-water.com UNIT PRICE	2 TOTAL	3: Concept Plumbing, Inc. 554 W. Wood Street Palatine, IL 60067 847-776-6180 tgallien@conceptplumbing.com UNIT PRICE	3 TOTAL	4: Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120 847-608-6800 jerry@martam.com UNIT PRICE	4 TOTAL
47	PRESSURE CONNECTION TO EXISTING WATER MAIN - 8"	EACH	1	$11,000.00	11,000.00	9800.00	$9,800.00	7,000.00	$7,000.00	18,158.00	18,158.00	8,890.00	8,890.00
48	REMOVE AND REPLACE LEAD WATER SERVICE	EACH	1	$11,000.00	11,000.00	2500.00	$2,500.00	8,000.00	$8,000.00	7,066.00	7,066.00	11,640.00	11,640.00
49	INSTALL TEMPORARY PLUG IN 8" WATERMAIN FOR TESTING AND REMOVE	EACH	2	$3,000.00	6,000.00	1200.00	$2,400.00	1,500.00	$3,000.00	2,113.00	4,226.00	860.00	1,720.00
50	CAP EXISTING MAIN	EACH	6	$3,000.00	18,000.00	1350.00	$8,100.00	1,000.00	$6,000.00	3,288.00	19,728.00	1,680.00	10,080.00
51	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)-8" (SPECIAL)	EACH	1	$15,000.00	15,000.00	2750.00	$2,750.00	12,500.00	$12,500.00	4,187.00	4,187.00	4,460.00	4,460.00
52	WATER SERVICE, 1-1/2" (SPECIAL)	EACH	1	$10,000.00	10,000.00	26350.00	$26,350.00	21,000.00	$21,000.00	5,748.00	5,748.00	8,860.00	8,860.00
53	PRESSURE CONNECTION TO EXISTING WATER MAIN - 10"	EACH	2	$13,000.00	26,000.00	10500.00	$21,000.00	9,000.00	$18,000.00	17,312.00	34,624.00	9,640.00	19,280.00
TOTAL BASE BID AS READ				**$2,639,329.00**		**$ 2,098,240.25**		**$ 2,098,824.50**		**$ 2,193,381.00**		**$ 2,583,583.00**	
TOTAL BID AS CORRECTED													
PROPOSAL GUARANTEE						5.00%		5.00%		5.00%		5.00%	
COMMENTS													

Attachment: Bid Tabulation (2025 Water Main Replacement Award of Contract #1)

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				5		6							
				Bluewater Construction, LLC 2358 Bluewater Drive Wauconda, IL 60084 847-416-6986 john@bluewaterconstructionllc.c		Copenhaver Construction, Inc. 75 Koppie Drive Gilberts, IL 60136 847-428-6696 copenhaverinc@yahoo.com							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SUPPLEMENTAL WATERING	UNIT	17	$25.00	$425.00	$0.01	$0.17						
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	682	10.00	6,820.00	5.00	3,410.00						
3	SODDING (SPECIAL)	SQ YD	688	20.00	13,760.00	14.00	9,632.00						
4	DRAINAGE STRUCTURE INLET FILTERS & CLEANING	EACH	38	175.00	6,650.00	250.00	9,500.00						
5	TREE PROTECTION	FOOT	100	8.00	800.00	10.00	1,000.00						
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	90	10.00	900.00	20.00	1,800.00						
7	MOBILIZATION	L SUM	1	150,000.00	150,000.00	180,000.00	180,000.00						
8	SURVEYING, STAKING & AS-BUILTS	L SUM	1	25,000.00	25,000.00	21,000.00	21,000.00						
9	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	100,000.00	100,000.00	120,000.00	120,000.00						
10	PRECONSTRUCTION VIDEO TAPING	L SUM	1	3,790.28	3,790.28	1,500.00	1,500.00						
11	EXPLORATORY EXCAVATION	FOOT	50	25.00	1,250.00	20.00	1,000.00						
12	PCC SIDEWALK	SQ FT	1,257	10.00	12,570.00	14.00	17,598.00						
13	PCC SIDEWALK REMOVAL	SQ FT	1,257	3.00	3,771.00	3.00	3,771.00						
14	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	4,850	60.00	291,000.00	75.00	363,750.00						
15	CONCRETE DRIVEWAY REMOVE AND REPLACE	SQ YD	61	108.00	6,588.00	150.00	9,150.00						
16	HMA DRIVEWAY REMOVE AND REPLACE	SQ YD	29	55.00	1,595.00	70.00	2,030.00						
17	PCC CURB AND GUTTER REMOVE AND REPLACE	FOOT	418	60.00	25,080.00	47.00	19,646.00						
18	DETECTABLE WARNINGS	SQ FT	8	40.00	320.00	50.00	400.00						
19	STORM SEWER REMOVE & REPLACE 8" PVC, SDR 26 C900	FOOT	19	80.00	1,520.00	200.00	3,800.00						
20	STORM SEWER REMOVE & REPLACE 10" PVC, SDR 26 C900	FOOT	58	100.00	5,800.00	215.00	12,470.00						
21	STORM SEWER REMOVE & REPLACE 12" PVC, SDR 26 C900	FOOT	17	120.00	2,040.00	280.00	4,760.00						
22	STORM SEWER REMOVE & REPLACE 18" PVC, SDR 26 C900	FOOT	44	180.00	7,920.00	285.00	12,540.00						
23	STORM SEWER REMOVE & REPLACE 21" PVC, SDR 26 C900	FOOT	20	210.00	4,200.00	325.00	6,500.00						
24	STORM SEWER REMOVE & REPLACE 27" PVC, SDR 26 C900	FOOT	21	270.00	5,670.00	370.00	7,770.00						
25	DUCTILE IRON WATER MAIN 4", CL52 ZINC COATED, <8' DEPTH	FOOT	29	175.00	5,075.00	210.00	6,090.00						

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
26	DUCTILE IRON WATER MAIN 8", CL52 ZINC COATED, <8' DEPTH	FOOT	4,410	200.00	882,000.00	195.00	859,950.00						
27	DUCTILE IRON WATER MAIN 8", CL52 ZINC COATED, >8' DEPTH	FOOT	490	200.00	98,000.00	235.00	115,150.00						
28	FIRE HYDRANT TO BE REMOVED	EACH	11	250.00	2,750.00	1,500.00	16,500.00						
29	WATER MAIN REMOVAL	FOOT	51	10.00	510.00	20.00	1,020.00						
30	WATER MAIN LINE STOP 6"	EACH	1	4,000.00	4,000.00	7,000.00	7,000.00						
31	WATER MAIN LINE STOP 8"	EACH	2	5,000.00	10,000.00	8,000.00	16,000.00						
32	WATER SERVICE RECONNECTION (SHORT)	EACH	30	3,500.00	105,000.00	4,000.00	120,000.00						
33	WATER SERVICE RECONNECTION (LONG)	EACH	43	3,500.00	150,500.00	6,000.00	258,000.00						
34	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	14	10,500.00	147,000.00	9,500.00	133,000.00						
35	GATE VALVE 8" WITH VAULT, 5' DIAMETER	EACH	16	6,500.00	104,000.00	7,700.00	123,200.00						
36	GATE VALVE 4" WITH VAULT, 4' DIAMETER	EACH	1	5,500.00	5,500.00	6,700.00	6,700.00						
37	REMOVE EXISTING WATER VALVE AND ABANDON VAULT	EACH	17	250.00	4,250.00	500.00	8,500.00						
38	WATER SERVICE B-BOX	EACH	2	500.00	1,000.00	1,500.00	3,000.00						
39	WATER SERVICE CURB STOP	EACH	2	500.00	1,000.00	1,500.00	3,000.00						
40	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)-10"	EACH	2	6,500.00	13,000.00	7,000.00	14,000.00						
41	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 8"	EACH	2	6,000.00	12,000.00	6,000.00	12,000.00						
42	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 6"	EACH	9	5,500.00	49,500.00	5,500.00	49,500.00						
43	DRY CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - 4"	EACH	1	5,000.00	5,000.00	5,000.00	5,000.00						
44	PVC CASING PIPE 16"	FOOT	368	50.00	18,400.00	195.00	71,760.00						
45	DUCTILE IRON WATER MAIN 8", PUSHED THROUGH CASING	FOOT	155	200.00	31,000.00	150.00	23,250.00						
46	STEEL CASING PIPE, BORED AND JACKED, 18"	FOOT	155	1,500.00	232,500.00	605.00	93,775.00						

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
47	PRESSURE CONNECTION TO EXISTING WATER MAIN - 8"	EACH	1	7,500.00	7,500.00	12,000.00	12,000.00						
48	REMOVE AND REPLACE LEAD WATER SERVICE	EACH	1	100.00	100.00	14,000.00	14,000.00						
49	INSTALL TEMPORARY PLUG IN 8" WATERMAIN FOR TESTING AND REMOVE	EACH	2	100.00	200.00	6,000.00	12,000.00						
50	CAP EXISTING MAIN	EACH	6	2,500.00	15,000.00	800.00	4,800.00						
51	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)-8" (SPECIAL)	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00						
52	WATER SERVICE, 1-1/2" (SPECIAL)	EACH	1	25,000.00	25,000.00	15,000.00	15,000.00						
53	PRESSURE CONNECTION TO EXISTING WATER MAIN - 10"	EACH	2	7,500.00	15,000.00	13,000.00	26,000.00						
	TOTAL BASE BID AS READ			**$**	**2,625,004.28**	**$**	**2,849,222.17**						
	TOTAL BID AS CORRECTED			**$**	**2,627,754.28**								
	PROPOSAL GUARANTEE			5.00%		5.00%							
	COMMENTS			**MULTIPLICATION ERROR IN ITEM 28.**									

Attachment: Bid Tabulation (2025 Water Main Replacement Award of Contract #1)

GISConsortium

2025 Water Main Replacement Contract 1 DPW-2521

0 300 600 ft

Print Date: 9/30/2024

Notes

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

Attachment: Map of Improvements (2025 Water Main Replacement Award of Contract #1)

GISConsortium

2025 Water Main Replacement Contract 1 DPW-2521

Attachment: Map of Improvements (2025 Water Main Replacement Award of Contract #1)

0 300 600 ft

Print Date: 9/30/2024

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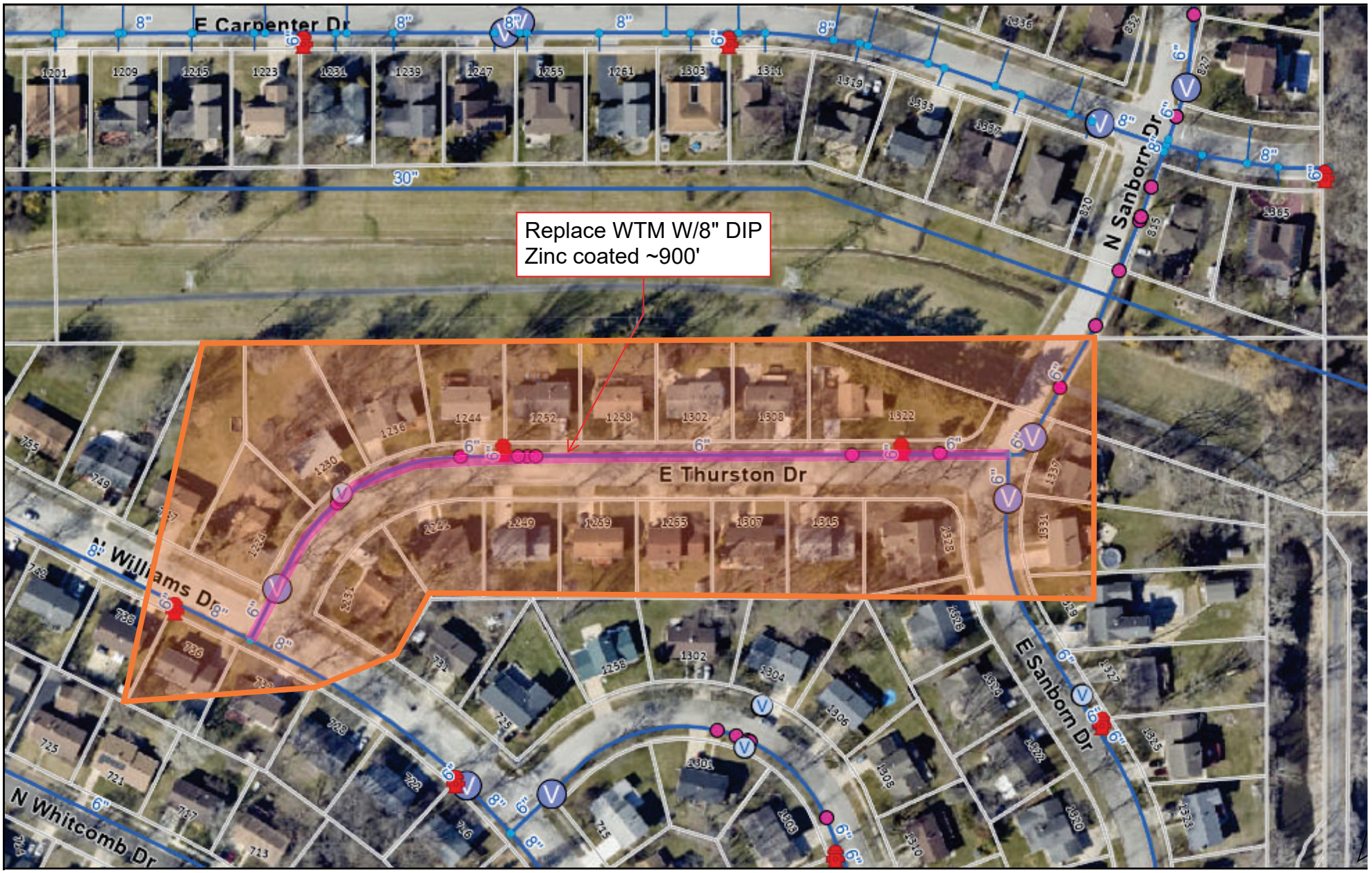
GISConsortium

2025 Water Main Replacement Contract 1 DPW-2521



0 250 500 ft

Print Date: 9/30/2024

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Attachment: Map of Improvements (2025 Water Main Replacement Award of Contract #1)

GISConsortium

2025 Water Main Replacement Contract 1 DPW-2521

0 300 600 ft

Print Date: 9/30/2024

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Attachment: Map of Improvements (2025 Water Main Replacement Award of Contract #1)

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects

BACKGROUND:
Construction is scheduled for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects. Work is tentatively scheduled to commence in June with construction to be substantially completed by mid-October for Contract 1. For Contract 2, work will commence as soon as May with construction to be substantially completed by early October.

KEY ISSUES:
- Utilizing construction engineering services is recommended to meet procedural requirements, assure quality construction, and allow for the necessary intermittent attention needed during this construction project.
- A qualification-based selection process was used for construction engineering.
- Doland Engineering demonstrated their ability to perform construction engineering on behalf of the Village in 2024 for water main replacement projects.

ALTERNATIVES:
1. Authorize the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects.

BUDGET IMPACT:
Funding is available in the Water Fund of the 2025 Capital Improvement Program to accommodate this work.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects in the amount of $194,490.

ATTACHMENTS:

- Doland Proposal

Request for Proposal
2025 Water Main Improvements
Contract 1 (DPW-2521) & Contract 2 (DPW-2522)
April 11, 2025

Submitted to:

Mr. George Ruppert, P.E.
Village Engineer
Village of Palatine

Submitted by:

Doland ENGINEERING

Attachment: Doland Proposal (2025 Water Main Replacement Contracts 1 and 2 Construction Engineering Services)

April 11, 2025

Mr. George Ruppert
Village Engineer
Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

RE: 2025 Water Main Replacement – Contract 1 (DPW-2521) & Contract 2 (DPW-2522)

Dear Mr. Ruppert,

It is with pleasure that Doland Engineering, LLC presents the Village of Palatine with this proposal for Water Main Improvements construction engineering services. We have a strong background in municipal engineering as we regularly provide construction engineering services to governmental agencies. We have served the Village of Palatine in the past on projects, and we are confident that the Village staff has been fully satisfied with the quality of our firm's work. During those projects, we have fostered a strong relationship with the Village of Palatine staff by providing the highest quality consulting services. As a result of our highly qualified staff, our clients have full confidence in our leadership, planning, oversight, schedule and budget adherence, through full project completion and close out. The member of our professional staff who will represent our firm regarding all matters related to this proposal will be myself, Desiree Doland. My contact information is as follows:

Desiree D. Doland, P.E.
Doland Engineering, LLC
334 E. Colfax Street, Suite C Palatine,
IL 60067
Ph. (847) 991-5088 x117
Email: ddoland@dolandengineering.com

I look forward to the opportunity to work with you and your staff.

Sincerely,

Desiree D. Doland, P.E.
C.E.O.

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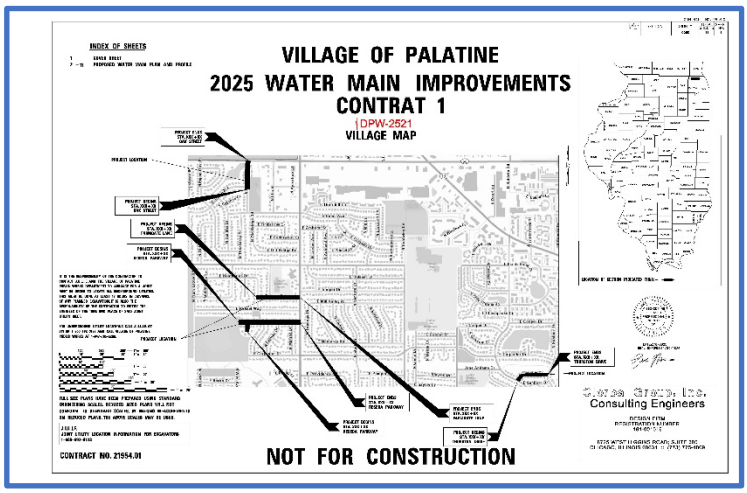
Attachment: Doland Proposal (2025 Water Main Replacement Contracts 1 and 2 Construction Engineering Services)

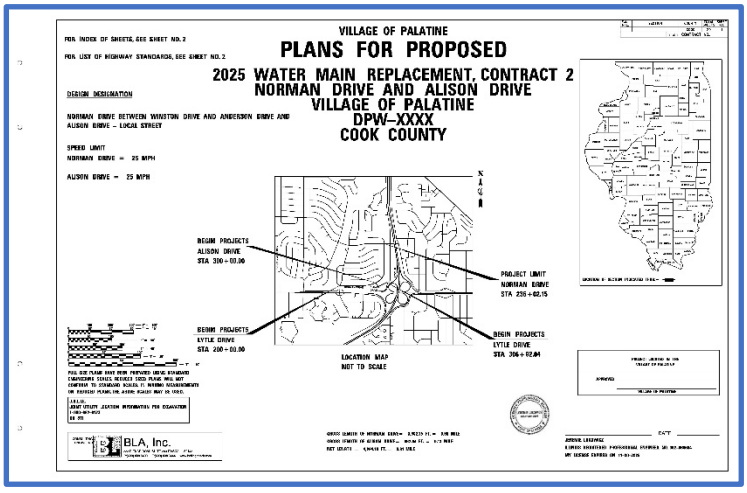
SECTION 1: PROJECT UNDERSTANDING/APPROACH

A. Project Understanding

We have reviewed the Final Engineering Plans and contract bid documents, including special provisions for the 2025 Water Main Improvements Contract 1 and Contract 2. We have visited the site and performed a thorough inspection of all areas involved, taking special note of areas of concern for construction. This information, combined with our conversations with Village staff and our experience with prior construction engineering work for the Village of Palatine, gives us a complete understanding of this project and the expectations of the Village for a successful completion. Upon reviewing all the information, we find the main components of the project to be:



- Watermain Installation for new 8” main (utilizing open cut, boring or directional drilling)
- Connections to existing 4”, 6”, 8” and 10” water main systems at project limits
- Service connections to new water main
- Water valves in vaults for system isolation
- Storm Sewer replacements for water main quality pipe (or casing) as necessary to accommodate separation requirements
- Sanitary Sewer replacements for water main quality pipe (or casing) as necessary to accommodate separation requirements
- Roadway pavement, curb & gutter and sidewalk removal and replacement for open cut installations
- Landscape restoration



Attachment: Doland Proposal (2025 Water Main Replacement Contracts 1 and 2 Construction Engineering Services)

B. Project Approach

We approach construction engineering projects with a very detailed eye from start to finish; this secures the success of the project. Upon reviewing the plans and specifications there are several areas we have identified as key concerns that will require special attention to ensure the successful execution of the construction operations. There are traffic control and vehicular access issues to be cognizant of for the safety of pedestrians and motorists alike. Of particular concern on this project is the proximity of the work to Lincoln Elementary School and Eagle Pool and Park. These school and park proximities to the construction areas will pose schedule constraints and also have traffic control measures that will be imperative to oversee for the safety of the workers and the public alike in this area. Additionally, the work in the neighborhoods adjoining Wilke Road, Palatine Road Frontage Road, Hicks Road and Dundee Road all are situated in an area of high-traffic volume as these serve as a collectors for the nearby residential neighborhood.

Therefore, coordination and scheduling will be of the highest importance throughout the project. Approaching the project with a preemptive view will aid in scheduling, safety, and budget adherence.

Project Coordination:

Involving all parties in the coordination and scheduling of the project from the beginning is essential to its success. There are several public entities whose transportation and access needs will be impacted by this project:

- Palatine Police Department
- Palatine Fire Department
- Lincoln Elementary School
- Palatine Park District (Eagle Pool)

We would like to give the Village, its safety providers (fire and police departments), an opportunity to discuss the project and the potential impact it may have on their organizations. We would like to forward the contractor's schedule, and all schedule updates, to the Police and Fire Departments to keep them informed and to allow them to provide us with any of their concerns related to the construction schedule.

Attachment: Doland Proposal (2025 Water Main Replacement Contracts 1 and 2 Construction Engineering Services)

Utility Coordination:

It is imperative that a full review of all existing utilities and their crossing locations are verified prior to construction. We will work with the Contractor, as needed, for any exploratory excavations to determine elevations of utilities that may be in conflict. If needed, coordination with the utility companies will begin immediately so that any adjustments to the construction schedule can be made to ensure that there are no delays in the progress of the project.

Traffic Control and Patterns:

With improvements in close proximity to school, park facilities and several intersections, there will inherently be sensitivity to temporary intersection closures; traffic control and signage will be critical to ensuring safety and continued flow of traffic. It will be imperative that the appropriate signage is in place and verified on a daily basis.

In addition to hauling trucks, there will be many material delivery trucks throughout the construction that will also need to be coordinated with the Contractor and our staff. The storing of materials will need to be determined prior to delivery and no materials will be allowed in areas that reduce sight distance or create a safety issue for both pedestrian and vehicular traffic.

Project Construction Services

We will perform construction observation and inspection services throughout the project duration on behalf of the Village of Palatine. Our RE services will be performed by professional and technical staff as warranted by the work being undertaken and all work will be under the direct supervision of a licensed professional engineer. The following tasks will be performed by our staff:

1) Pre-Construction Services
   - ❖ Ascertain the standard practices of the Village and become familiar with the contract documents
   - ❖ Prepare conformed bid documents
   - ❖ Prepare project files, Quantity and IDR Books
2) Construction Services

   On-site representation to accurately document and record by measure and/or computation all quantities used on the construction project and to ensure that project details and specifications are being implemented and followed. This observation will be full-time for this project which will allow us to be on-site for approximately 8-hours per day on average so that the construction operations can be viewed and inspected along with quantities and cost items adequately documents.
   - ❖ Preparing and submitting daily inspection reports and quality control reporting
   - ❖ Maintain a project daily diary
   - ❖ Advise and assist Village in resolving construction issues
   - ❖ Prepare design clarifications
   - ❖ Prepare Requests for Change (RFC)
   - ❖ Review and coordinate all Requests for Information (RFI's)
   - ❖ Verify contractor's adherence to the plans and special provisions
   - ❖ Monitor, maintain and update project schedule
   - ❖ Conduct regular meetings with contractor and applicable team members
   - ❖ Provide weekly construction activity reports
   - ❖ Review change orders for approval of extra work
   - ❖ Review contractor's submittals for conformance with contract documents
   - ❖ Develop project punchlist
   - ❖ Furnish and possess on-site all necessary field survey equipment necessary for measurement verification of contractor's work
3) Post-Construction / Project Close-out Services
   - ❖ Manage punchlist completion and documentation of all final waivers, closeout documents and record drawings
   - ❖ Assist in application for payment requests
   - ❖ Close-out project accounting and provide status of final project budget

SECTION 2: PROJECT ORGANIZATIONAL CHART

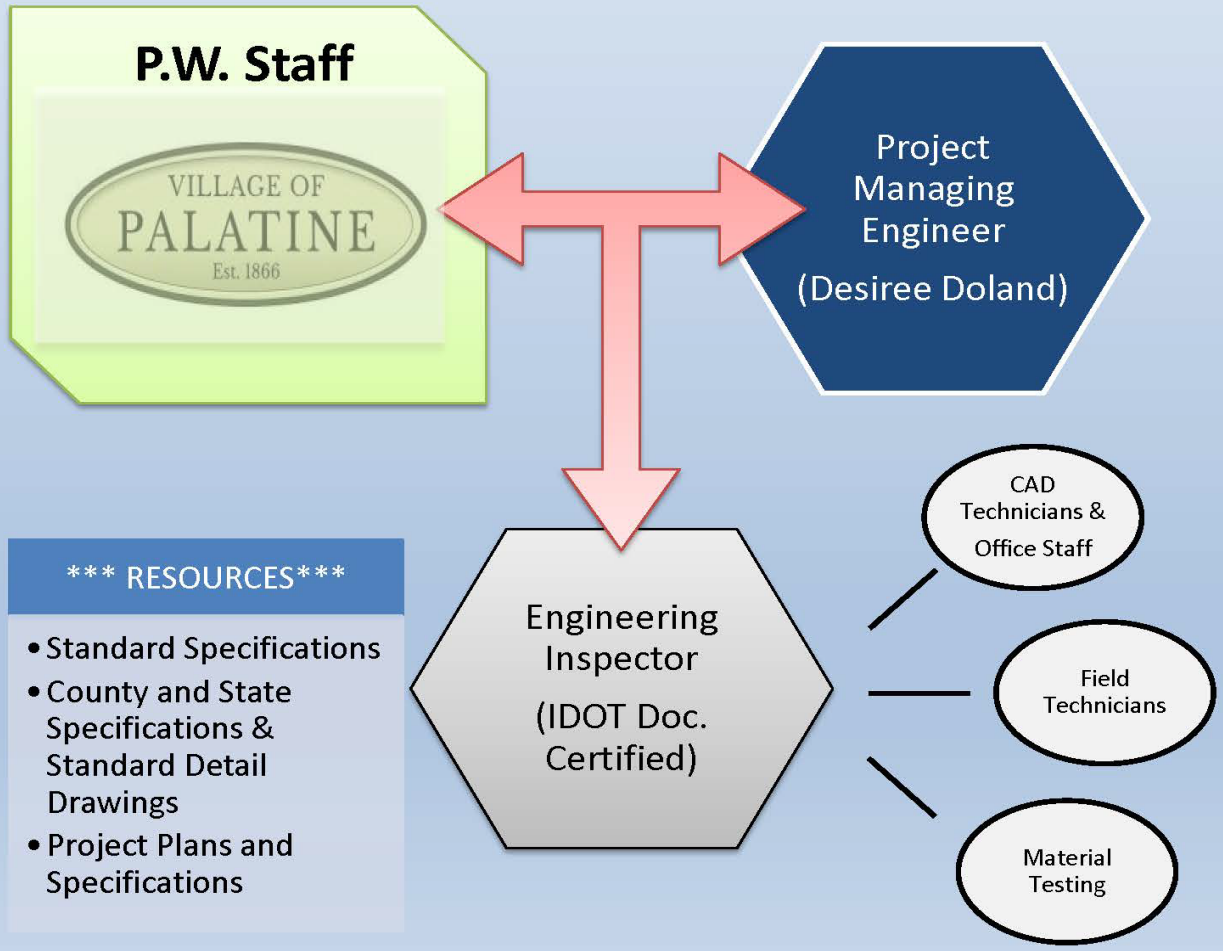
Doland ENGINEERING

2025 W.M. Improvements

Construction Oversight and Inspection Services

Organizational Chart

The illustration below represents how the key staff members will utilize necessary resources and identify communication paths



Attachment: Doland Proposal (2025 Water Main Replacement Contracts 1 and 2 Construction Engineering Services)

SECTION 3: PROJECT TIMELINE AND FEES

A. Project Timeline/Milestones

Based upon projects of similar scope of work, we estimate that this project will have a duration for each segment as follows:

Contract 1 (DPW 2521) – 85 days
Contract 2 (DPW 2522) – 80 days

B. Construction Engineering Fee Schedule

For our fee establishment, we have used an anticipated 85-days work schedule for the Contract 1 work scope and further anticipated 80-days work schedule for the Contract 2 project. We further anticipate 8-10 contractor days for attention to punchlist items on each project. This current anticipated contractor's work schedule was the basis for our man-hours for performing RE duties. A tabulation of the contractor's schedule and our associated inspection hours is tallied as follows:

CONTRACT 1

Task	Contractor's Work Days	Professional Engineer (hrs.)	Construction Inspector (hrs.)
Task 1 Pre-Construction	0	8	16
Task 2 Construction Services	85	140	680
Task 3 Post-Construction	10	25	40
Total Estimated Hours		173	736
Hourly Rate		$150.00	$105.00
Total Fee		$25,950.00	$77,280.00
	Workign Days Estimated Fee		**$103,230.00**

CONTRACT 2

Task	Contractor's Work Days	Professional Engineer (hrs.)	Construction Inspector (hrs.)
Task 1 Pre-Construction	0	5	12
Task 2 Construction Services	80	110	640
Task 3 Post-Construction	8	16	30
Total Estimated Hours		131	682
Hourly Rate		$150.00	$105.00
Total Fee		$19,650.00	$71,610.00
	Workign Days Estimated Fee		**$91,260.00**

TOTAL FEE TABULATION

Combined Working Days Fee Tabulation	**$194,490.00**

Fee Forecast:
Based on the economy-of-scale of a combined project with potential staff sharing across water main Contract 1 and Contract 2, we were able to substantially reduce our Professional Engineer's time to be shared across these two potentially concurrent water main programs. This allowed us to develop a reduced fee that will allow for a construction inspector to provide all necessary inspection and oversight services for the water main installation location. While construction oversight is generally calculated to reflect approximately 10% of the construction cost, we have been able to reduce this fee structure down to approximately 3.9% of the construction contract value.
Total Fee: $194,490.00

This fee forecast is based upon the estimated hours of work of the responsible staff as tallied above. The actual billing will be submitted based upon the actual hours worked by our staff. For any work outside the scope of this proposal (including additional contractor's working days), we would provide you with a supplemental proposal based upon the above-listed hourly rates of the individual staff members.

Accepted By: _____

Title: _____

Date: _____

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 50 North Brockway Parking Lot and Railwalk Extension

BACKGROUND:
In September 2023, the Village Council authorized execution of a contract with Design Workshop, Inc. to prepare conceptual planning documents for a variety of streetscape, public space, signage, and gateway improvements within downtown Palatine. These design concepts were concurred with by the Village Council in 2024. In October of 2024, a preliminary engineering agreement was approved with Primera Engineering to develop preliminary engineering, finalizing geometry, layout and identifying conflicts to be resolved prior to construction. Several iterations were developed and reviewed with the previous owner of 50 North Brockway and the recent new owner.

KEY ISSUES:
- Primera is now proposed to be engaged for detailed engineering consisting of preparation of final plans, contract documents, and technical resolution of conflicts to accommodate the proposed work.
- A written agreement in principle was approved by the property owner summarizing the planned improvements to the parking lot, drive-through lane, and general layout. Paving, lighting, landscaping, and limited maintenance would be performed by the Village. The owner would provide a portion of the parking lot as public parking on weekdays, additional parking after 1pm on weekdays, and the entire lot open to the public on nights, weekends, and holidays.
- Final construction documents, including plans and contract documents for public bidding, are needed to facilitate construction in fall of 2025.
- The schedule provides for construction to start in September of 2025, which allows for improvements to Slade Street east of Brockway in the spring of 2026.

ALTERNATIVES:
1. Authorize the Village Manger to execute the proposal from Primera Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Primera Engineering for design engineering services for the 50 North Brockway Parking Lot in the not-to-exceed amount of $107,808.

BUDGET IMPACT:
Tax Increment Financing Funds have been appropriated in the 2025 Capital Improvement Program to accommodate the proposed work.

ACTION REQUIRED:
A motion to authorize the Village Manager to execute the proposal from Primera Engineering for design engineering services for the 50 North Brockway Parking Lot Improvement and Railwalk Extension in the not-to-exceed amount of $107,808.

ATTACHMENTS:

- Parking Lot Design Phase II Services
- Primera Geometry Plan Layout

Primera

April 30, 2025

Mr. Michael Jacobs, AICP
Community Development Director
Mr. Matt Barry, PE
Director of Public Works
Village of Palatine
200 E Wood Street
Palatine, IL 60067

Re: Design Engineering Services Proposal Additional Services #1 – Parking Lot and Slade Street Resurfacing 100% Construction Documents

Dear Mr. Jacobs and Mr. Barry,

Primera is pleased to provide this proposal for professional engineering services to the Village of Palatine to provide design engineering services for the proposed parking lot project in the Village of Palatine. The project limits for the parking lot are identified as the parking lot associated with the property at 50 N. Brockway and are bounded by Greeley Street to the west, Brockway Street to the east, and Slade Street to the south. Improvements along Wilson Street are not anticipated to be included in this scope of work. Additional project scope and limits include the resurfacing of Slade Street from Greeley Street to Brockway. This add service builds upon the original contract to provide design engineering services for the rail walk and parking lot at 50 N. Brockway up to Preliminary (60%) Design / Hybrid Schematic Design & Design Development. The intent of the project will develop Contract Documents for construction services for the proposed parking lot, and resurfacing limits described above.

Project Understanding:

Our understanding of the project improvements are as follows:

Parking lot improvements

The parking lot improvements will include civil engineering to reconstruct the three existing parking lots into a single parking lot while maintaining one (1) ingress/egress at Brockway Street and one (1) ingress/egress at Greeley Street. The existing ingress/egress at Slade Street will be removed completely. The intent of the parking lot improvements is to exceed the number of parking spaces found in the existing three (3) lots and provide new lighting and electrical infrastructure. Existing drainage and electrical infrastructure will be evaluated and replaced. The existing lighting/electrical controller found in the middle parking lot will be removed and replaced at a location to be approved by the Village. New trees, walkways, and plantings will be designed by the Landscape Architect around the perimeter of the new parking lot. It is anticipated that a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) Permit will be required for the parking lot reconstruction. The existing light poles will be removed and replaced with light poles similar to those found along Slade Street between Brockway Street and railroad Avenue. Typical MWRD WMO permit submittals require a complete set of construction plans for review.

Resurfacing improvements

The resurfacing improvements along Slade Street are approximately 400 feet in length and include portions of the intersections of Greeley Street and Brockway Street. The resurfacing work will include parking areas found on the north and south sides of Slade Street. No curb and gutter, storm sewer, water main, or sidewalk work is

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Lisle, Illinois 60532
P 312/606.0910 | F 312/606.0415

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

included in this effort. The resurfacing limits will end at north-south crosswalk on the east leg of Slade Street at Greeley Street and north-south crosswalk on the west leg of Slade Street at Brockway Street.

The parking lot and resurfacing improvements will be designed through advertisement and bid award.

Scope of Work

We have developed this additional services proposal based on discussions that the Village would like the Parking Lot Design Project and Rail Walk Design Project to move forward separately. The Village desires to have the Parking Lot project begin construction no later than September 1, 2025.

The proposed scope of work includes the following:

Data Collection / Field Observations

No additional data collection is anticipated for the rail walk 100% Parking Lot Design Phase.

Meetings & Coordination

This task includes required project meetings and coordination between Primera and the following entities:

- Village of Palatine
- Sub-consultant Biome Landscape Studio for Landscape Architecture

The anticipated meetings that are part of this task include:

- Up to five (5) Monthly Client Meetings – to be held between Primera Engineers and the Village of Palatine. Sub-consultants make be asked to attend certain meetings depending on the anticipated discussion. The monthly meetings are anticipated to be held virtually and estimated to go no longer than 30 minutes.
- Up to two (2) Field Meetings / Site Walk – One for field assessment of the topographic survey information and existing conditions. The other for coordination with ComEd and collect lighting and electrical information with electrical staff from the Village on powering the new rail walk lights. Primera will request Village staff to open existing controllers and evaluate equipment. Primera anticipates all existing utility infrastructure information will be shared with Primera at the start of the project. This meeting will include reimbursable expenses for travel time to project areas.
- Client Project Design Meetings:
  - Prefinal Design Review Meeting to review comments after Prefinal Submittal (assumed to be virtual and no longer than one (1) hour).
- Agency Coordination Meetings
  - None Anticipated
- Internal coordination meetings
  - Up to five (5) internal coordination meetings are anticipated for the life of this contract. Meetings include Primera staff and subconsultant staff.

Preliminary Design / Hybrid Schematic Design & Design Development

No Additional tasks are anticipated for this phase.

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

Prefinal Design / 90% Construction Documents

Upon completion of the Preliminary Design contract and the Page Turn Meeting with the Village, all comments will be compiled into a single file for tracking and resolution. We anticipate one round of comments from all stakeholders. After resolving these comments, the team will develop a Prefinal Design Submittal, including Prefinal Plans, a Specification Book, and an Engineer's Estimate of Construction Cost for the parking lot and resurfacing design.

Prefinal Design Submittal Plan Sheets:

- Cover Sheet
- General Notes/Summary of Quantities
- Alignment and Ties
- Typical Sections
- Demolition and Removals
- Parking Lot Geometry Plan
- Parking Lot Grading Plan
- Erosion Control Plan
- Engineering Details
- Parking Lot Drainage and Utility Plan
- Electrical Notes & Legend
- Electrical Demolition
- Proposed Electrical Plan
- Electrical Riser Diagrams
- Electrical Schedules of Work
- Electrical Details
- Lighting Notes & Legend
- Lighting Demolition
- Proposed Lighting Plan
- Lighting Schedules of Work
- Lighting Details
- Planting/Landscape Notes & Legend
- Planting/Landscape Demolition
- Landscape Materials Plan
- Landscape Details
- Site Soils and Tree Planting Plan
- Shrub and Groundcover Planting Plan
- Planting Details

The Prefinal Project Specification Booklet will integrate IDOT standard work specifications with architectural specifications. The civil and roadway team will coordinate with electrical, lighting, and landscape architecture disciplines to refine specifications and special provisions, clearly identifying methods of measurement and basis of payment for all work items. The spec book will include Village standard language and utilize standard IDOT forms for bidding purposes.

The Preliminary Engineer's Estimate of Construction Cost will be revised to include only rail walk construction, incorporating additional line items based on updated quantities. The Prefinal Engineer's Estimate will use historical unit pricing and include a contingency factor for unknown quantities, developed using IDOT BLR Form 11510.

A Prefinal Design meeting will be scheduled to capture Village comments in real time and address questions for improved clarity.

Civil/Roadway Design:

The civil and roadway team will revise preliminary plans based on one round of comments from the Village and stakeholders. Additional sheets will be developed for Prefinal Plans, including summary of quantities, grading, erosion control, cross sections, and engineering details. Coordination with electrical, lighting, and landscaping disciplines to include IDOT standard work items in the specification booklet and engineer's estimate.

Lighting and Electrical Design:

Upon completion of the Preliminary Design Submittal, all lighting design comments will be compiled and resolved. The lighting team will develop additional sheets for the Prefinal Design Submittal, while the electrical team will create necessary designs for plans and specifications. Coordination with the civil and roadway team will refine pay items, quantities, unit prices, and specifications.

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

Landscape Architecture Design:

The landscape architecture team will revise preliminary plans based on one round of comments from the Village and stakeholders. Additional sheets will be developed for Prefinal Plans, including landscaping details, site-specific soils plan, and tree planting plan sheets. Coordination with the civil and roadway team will refine pay items, quantities, and specifications.

This streamlined approach will improve clarity and efficiency in developing the Prefinal Design Submittal for the rail walk project.

Final Design / 100% Construction Documents

Upon completion of the Prefinal Design Submittal and Prefinal Design Comment Meeting with the Village, all comments received will be compiled and placed into a single file to track comment resolution. We anticipate only one (1) round of comments to be received by all interested parties /stakeholders. Upon comment resolution, the team will develop the Final Design Submittal that includes Final Plans, Final Specification Book, and Final Engineer's Estimate of Construction Cost.

Final Design Submittal Plan Sheets:

- Cover Sheet
- General Notes/Summary of Quantities
- Alignment and Ties
- Typical Sections
- Demolition and Removals
- Site Geometry Plan
- Grading Plan
- Erosion Control Plan
- Rail walk Cross Sections
- Engineering Details
- Drainage and Utility Plan
- Electrical Notes & Legend
- Electrical Demolition
- Proposed Electrical Plan
- Electrical Riser Diagrams
- Electrical Schedules of Work
- Electrical Details
- Lighting Notes & Legend
- Lighting Demolition
- Proposed Lighting Plan
- Lighting Schedules of Work
- Lighting Details
- Planting/Landscape Notes & Legend
- Planting/Landscape Demolition
- Landscape Materials Plan
- Landscape Details
- Site Soils and Tree Planting Plan
- Shrub and Groundcover Planting Plan
- Planting Details

The project team will work closely together to resolve all Village / Stakeholder comments, resolve any conflicts, and develop a final set of construction contract documents to be included in the complimentary contractor bulletin supported by IDOT. After the Final Design Submittal to the Village, the design team does not anticipate any further comments from the Village or Stakeholders. The Final Design Submittal will include Final Plans, a Final Specification Book, and a Final Engineer's Estimate of Construction Cost.

Permitting

Primera will assist Village staff in obtaining the required permits described in this section:

Municipal permits will be required through the Village of Palatine. Primera anticipates that the entire project can be covered by no more than two (2) municipal permits: one (1) Building Permit to be reviewed and issued by Palatine's Building Department; and one (1) permit to be reviewed and issued by Palatine's Public Works Department.

A Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit is anticipated to be required for this project. Based upon the size, and nature, of the proposed project and work,

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

the WMO permit will require that the project meet Site Runoff and Volume Control requirements of the WMO but will not require the project to provide Rate Control storage ('Detention'). Primera will lead coordination with MWRD, develop plans and general notes to satisfy MWRD requirements, and adjust specs based on comments and feedback from MWRD.

Due to a total site disturbance of greater than 1 acre, Primera believes an Illinois EPA National Pollutant Discharge Elimination System (NPDES) Phase 2 permitting will be required for this project. Primera will lead coordination with IEPA, develop plans and adjust specs to meet IEPA NPDES Phase 2 requirements.

Bid / Advertisement Support

Primera will assist the Village in obtaining and reviewing bids to select a preferred contractor. This includes helping the contractor understand the project for preparing construction bids. This work will occur after the completion of Final Design and before awarding the construction contract. Specific tasks include:

Bidding Assistance:

- Manage the letting and bidding process: This proposal covers one bid letting and includes:
- Preparing and submitting the Advertisement to Bid, primarily using the IDOT Contractor's bulletin.
- Answering bidders' questions and preparing addenda as required.
- Attending the bid opening with the Village.
- Compiling the as-read and as-calculated bid tab and providing a written recommendation for bid award to each contractor.
- Reviewing and commenting on contractors' bids and making a final award recommendation.

Project Management and Quality Control / Quality Assurance (QC /QA)

Primera will conduct project management and general administrative tasks associated with oversight and monthly billing. The project duration is expected to be five (5) months. The following tasks are to be completed as part of the project administration:

- Document management.
- Monitor work and budget expenditures.
- Prepare monthly invoices and progress reports.

Primera will complete the following tasks as part of the project coordination and administration:

- Conduct general coordination (letters, phone, email, etc.) with the Village and other stakeholders as required throughout the project.
- Maintain project correspondence files electronically.

Quality Control and Quality Assurance (QC/QA) is to be provided in accordance with Primera's current, Quality Management Plan (QMP), which outlines processes for project planning, including design input, outputs, review and verification. The QMP also outlines internal processes, such as standardization, internal project audits, and monitoring of deliverables. We will perform quality checks of all deliverable items before each milestone deliverable and any coordination meeting as part of our QC/QA process. Constructability reviews will be performed between the Prefinal and Final Design milestones.

Assumptions and Exclusions

- Prefinal and Final design of the rail walk improvements will be completed under a separate set of contract documents.
- No driveway permits will be required for this project scope of work.
- An MWRD WMO permit for Site Runoff and Volume Control requirements is anticipated to be required for the parking lot improvements and is included in this scope of work. Rate Control storage ('Detention') permitting for MWRD will not be required for this project.

- An IEPA NPDES Phase 2 permitting will be required for this project.
- Coordination with any agencies not included in the meetings and coordination task is excluded from this scope of work.
- Construction Inspection or Administration work is excluded from this scope of work. CI or CA efforts can be included as an additional service.
- The Village will share utility atlases for underground utilities in the project areas. The atlases will include, but not be limited to, storm sewer, water main, sanitary sewer (if applicable), and electrical.
- All meetings are anticipated to be virtual with the exceptions of the Field Meetings/Site Walks.
- Additional meetings outside of what is included in the scope of work will require additional compensation to complete.
- Mileage, rentals cars, and plan production expenses are reimbursable as part of this scope of work.
- A Contractor pre-bid meeting will not be required, and organization and attendance of a pre-bid meeting is excluded from this scope of work.
- Two (2) comment review periods are anticipated for this project after Prefinal Design and Final Design. Additional comment review periods beyond the two (2) mentioned in this scope will require additional compensation to complete.
- All comment review periods are anticipated to be provided to Primera at one time. Comments received piecemeal are viewed as additional comment periods that will require additional compensation to complete.
- Any work or service not specifically listed in scope of work above will require additional compensation to complete.
- Environmental surveys, remediation plans, or abatement work is excluded from this scope of work.
- Subsurface Utility Engineering (S.U.E.) request or work is excluded from this scope of work.
- The design of complex earth retaining structures, permanent or temporary, is excluded from this scope of work.
- Primera assumes proposed walkway lighting power is from adjacent Village-owned building and will be adequate for project needs. If existing power is provided from a separate location, additional compensation will be required to update electrical and lighting design.
- The Village does want to include outlets on light poles or in planter areas for holiday or festival lighting.
- Designing of lighting for a feature wall or sculptures is excluded from this scope of work.
- Designing of custom light fixtures or historical lighting rehabilitation is excluded from this scope of work.
- Developing lighting renderings or concept boards is excluded from this scope of work.
- Obtaining fixture samples for Owner/Architect Review is excluded from this scope of work.
- Facilitating mock-up of typical or signature spaces is excluded from this scope of work.
- Conducting field visits for lighting aiming/focusing is excluded from this scope of work.
- Supervising lighting controls commissioning is excluded from this scope of work.
- Designing of non-public lighting in service areas is excluded from this scope of work.
- Documenting LEED design is excluded from this scope of work.
- Assisting with coordinating mock-up reviews to review specialty lighting is excluded from this scope of work.
- Rendering Photoshop concepts of lighting is excluded from this scope of work.
- Conducting jurisdictional meetings and presentations is excluded from this scope of work.
- No smart controllers are anticipated to be required for this project and are excluded from this scope of work.
- Coordinating with existing traffic signals is excluded from this scope of work.
- Redesigning due to budget limitations is excluded from this scope of work.

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

Deliverables

Preliminary Design Submittal includes the following:

- Complete as part of the original contract

Prefinal Design Submittal includes the following:

- One (1) electronic copy of the Prefinal Plans at 22 inch x 34 inch size
- One (1) electronic copy of the Prefinal Specification Book at 8.5 inch x 11 inch size
- One (1) electronic copy of the Prefinal Engineer's Estimate of Construction Cost for known work items and a 10% contingency utilizing IDOT BLR Form 11510

Final Design Submittal includes the following:

- One (1) electronic copy of the Final Plans at 22 inch x 34 inch size
- One (1) electronic copy of the Final Specification Book at 8.5 inch x 11 inch size
- One (1) electronic copy of the Final Engineer's Estimate of Construction Cost for known work items utilizing IDOT BLR Form 11510

Schedule

• Notice to Proceed	May 20, 2025
• Prefinal Design Submittal	June 19, 2025
• Prefinal Design Review Meeting	Week of June 23, 2025
• Final Design / Advertisement Submittal	July 16, 2025
• Advertisement	July 17, 2025
• Bid Opening	August 7, 2025
• Contractor Award	August 18, 2025

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)

Compensation

Primera will be compensated on a lump sum basis and will provide the described scope of work and services for a fee of: $107,808.00.

Primera Engineers will bill the Client monthly based on a percent complete basis for the following Task/Fee breakdown:

Data Collection / Field Observations	$3,140.00
Meetings & Coordination	$7,003.00
Preliminary Design (Electrical Only)	$570.00
Prefinal Design	$45,958.00
Final Design	$27,236.00
Permit Support	$11,972.00
Bid / Advertisement Support	$6,090.00
Project Management and QA/QC	$5,750.00
Total Professional Fees (Base Services & including expenses)	**$107,808.00**

We appreciate the opportunity to be of service to you on this project. We will honor the terms outlined in this proposal for a period of 30 days; after this time, we reserve the right to revisit terms herein. Should you have any questions or comments on this proposal, please do not hesitate to contact Chad Dillavou at 312-242-6458 or myself at 312-242-6414.

Sincerely,

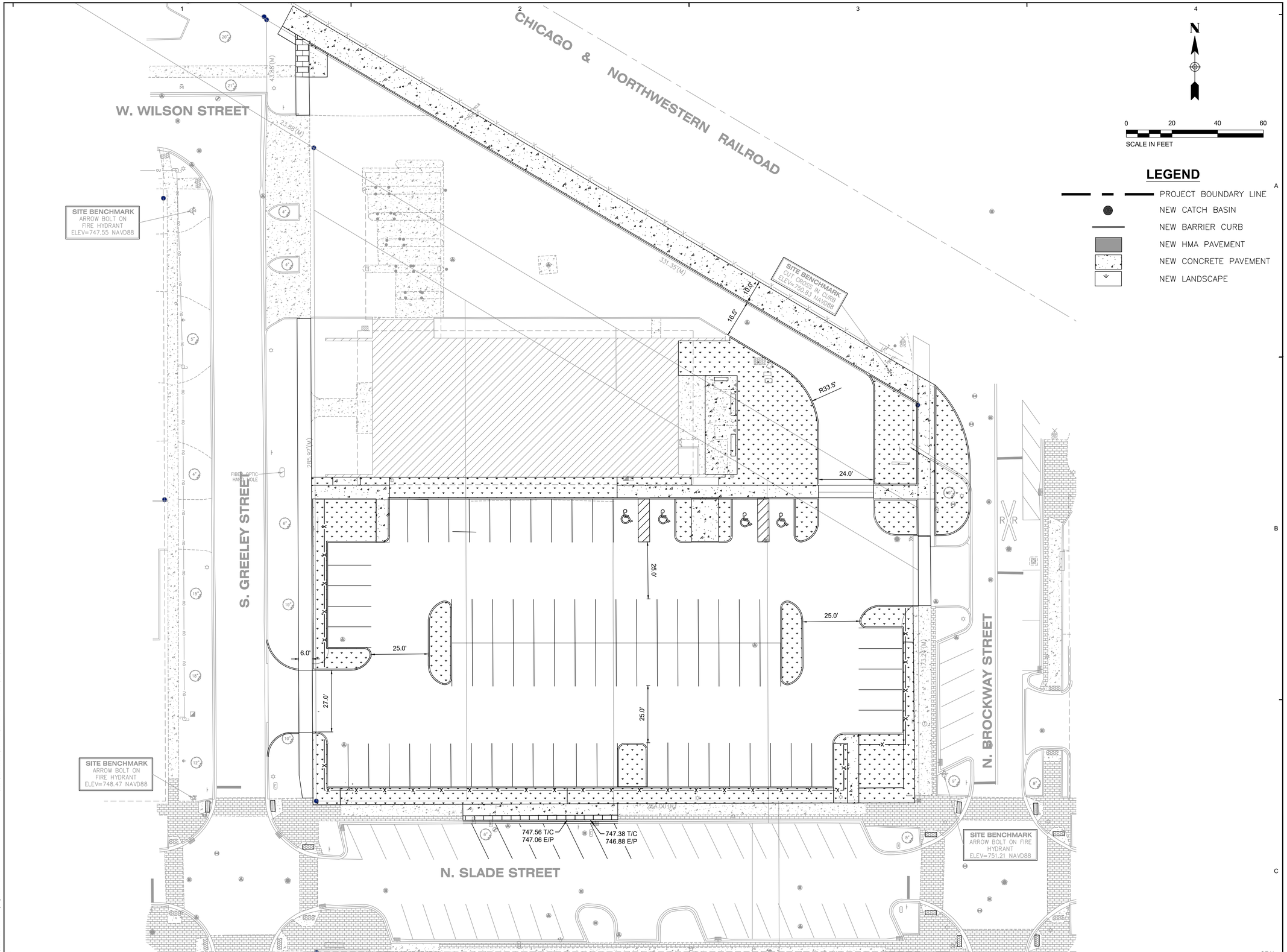
PRIMERA ENGINEERS, Ltd.

Rob Deming, P.E., LEED
VP/Transportation Department Manager

Chad M. Dillavou, P.E., P.T.O.E
Project Manager

LT_PEL_CMD_Palatine 100% Parking Lot Design Phase II Services Proposal_04302025

Attachment: Parking Lot Design Phase II Services (50 North Brockway Parking Lot Design Engineering)



LEGEND

- PROJECT BOUNDARY LINE
- NEW CATCH BASIN
- NEW BARRIER CURB
- NEW HMA PAVEMENT
- NEW CONCRETE PAVEMENT
- NEW LANDSCAPE

Primera
ILLINOIS: Chicago Office:
550 W. Jackson Boulevard
Suite 600
Chicago, Illinois 60661

No.	Description	Date
1	ISSUE FOR PRELIMINARY DESIGN	02.27.25

STAMP:

CLIENT:
VILLAGE OF PALATINE
200 E WOOD ST. PALATINE IL, 60067

PROJECT NAME:
PALATINE RAIL WALK AND PARKING LOT

DRAWING TITLE
GEOMETRY PLAN

PROJECT NO.	DATE	CLIENT NUMBER
20240925	2/27/2025	

APPROVED: CMD
CHECKED: CMD
DRAWN BY: PK

DRAWING NUMBER
C3.01

SEAL

© 2022 Primera

PLOT DEVICE: ARMOR
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PAUL KOC
DATE PRINTED
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Attachment: Primera Geometry Plan Layout (50 North Brockway Parking Lot Design Engineering)

Consider a Motion Authorizing the Village Manager to Execute a License Agreement with the Property Owner of 781 N. Virn Allen Court and the Williams Park Place Townhomes Association

BACKGROUND:
In 2020, the Village approved a building permit to replace an existing patio in the rear yard of the property at 781 N. Virn Allen Court. The Village was contacted in late 2023 in regards to concerns of landscaping improvements that were installed adjacent to the property at 781 N. Virn Allen Court. Upon review, it was determined that improvements were made beyond the scope of any previous Village permits/approvals.

KEY ISSUES:

- The Village contacted the property owner of 781 N. Virn Allen Court and the Williams Park Place HOA (the HOA) as the patio and related improvements are located both on private property (781 N. Virn Allen Ct.) and within a portion of the development's common area that is under the control of the HOA.
- As a portion of the improvements modified the development's original drainage plan, the Village required the homeowner to have an engineer review the improvements and related issues to ensure it would not negatively impact the surrounding properties. This analysis was completed by Haeger Engineering and the related report has been included as an exhibit to the proposed Agreement.
- The HOA also held a vote of its members (property owners) which resulted in their support of the improvements and corresponding Installation, Maintenance, and Indemnification Agreement.
- The only issue that remains from a Village perspective relates to the need to obtain a building permit for some exterior electrical work that was completed. If the Agreement is approved, the Village will work with the property owner to complete the related permit process.

ALTERNATIVES:

1. Authorize the Village Manager to execute the Installation, Maintenance, and Indemnification Agreement.
2. Do not authorize the Village Manager to execute the Installation, Maintenance, and Indemnification Agreement.

RECOMMENDATION:
Staff recommends action at the discretion of the Village Council.

ACTION REQUIRED:
Action is at the discretion of the Village Council.

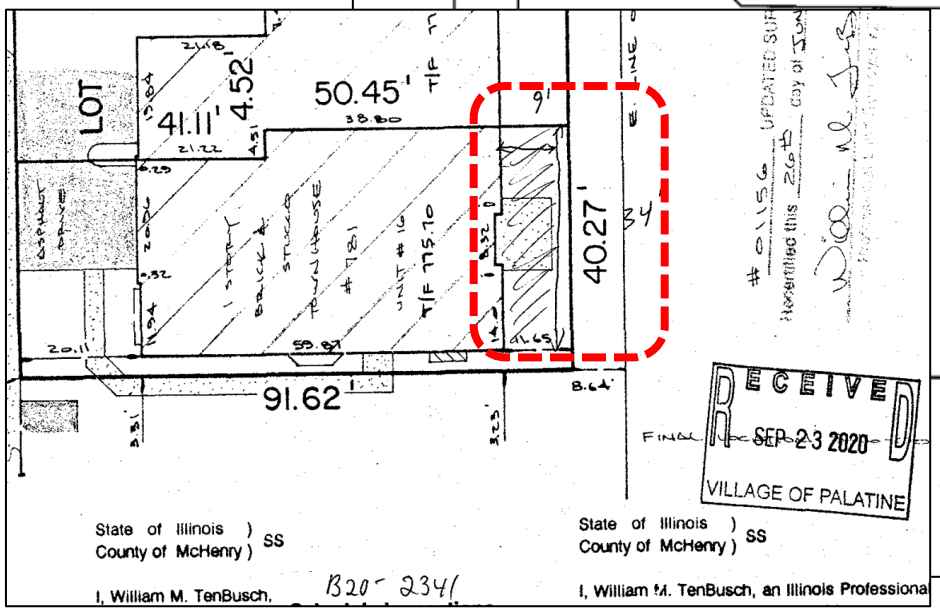
ATTACHMENTS:

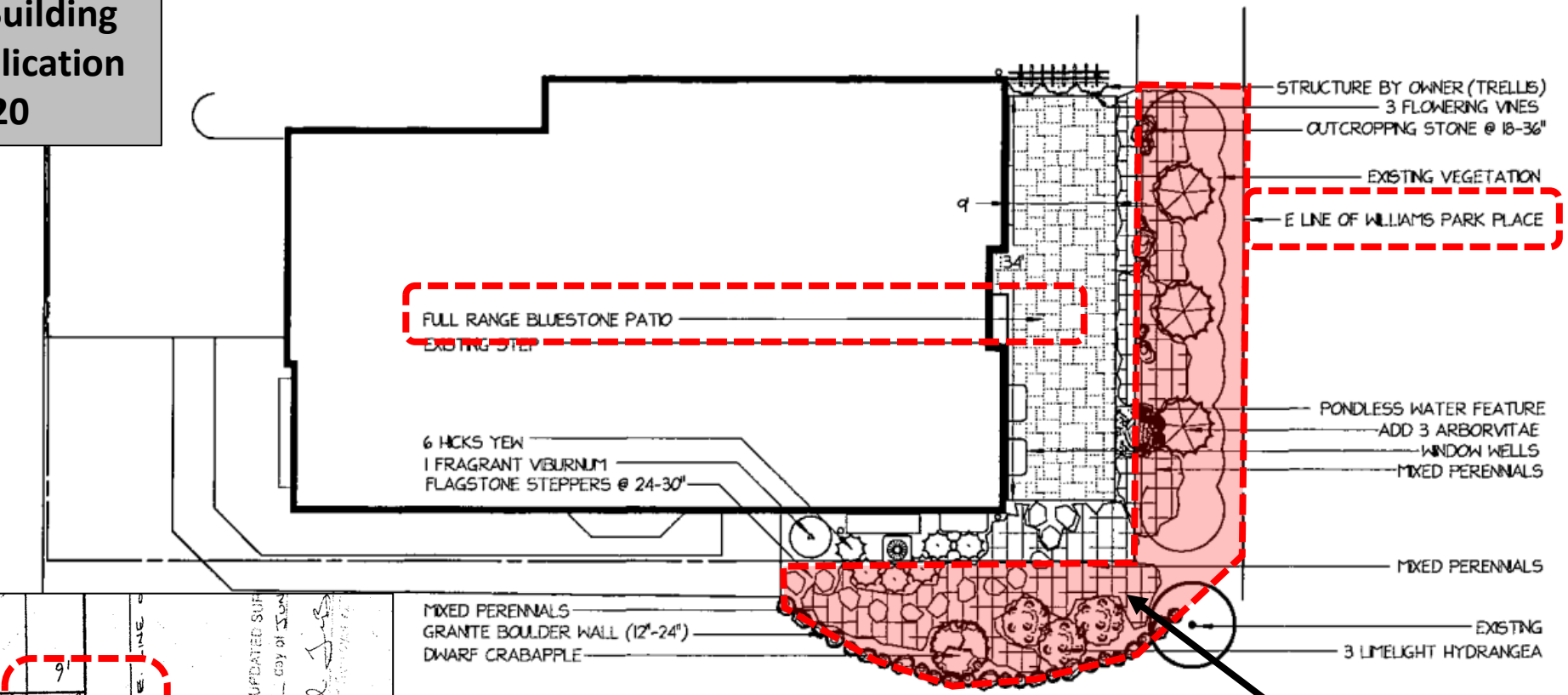
- Location Map - 781 N Virn Allen Ct
- 781 N Virn Allen Court - Area of Work Exhibits
- 781 Virn Allen Ct.- Agreement w Exhibits

Williams Park Place
781 N. Virn Allen Ct.

Attachment: Location Map - 781 N Virn Allen Ct (781 N Virn Allen Court - License

Plans Included with the Patio Building Permit Application in 2020





Area of Work Located on Lot 6 (HOA common area)

BUCCOLA RESIDENCE

781 VIRN ALLEN COURT - PALATINE, ILLINOIS

SCALE	DATE
1"=10'-0"	7-17-20
DRAWN BY: DD	DESIGN BY: TK

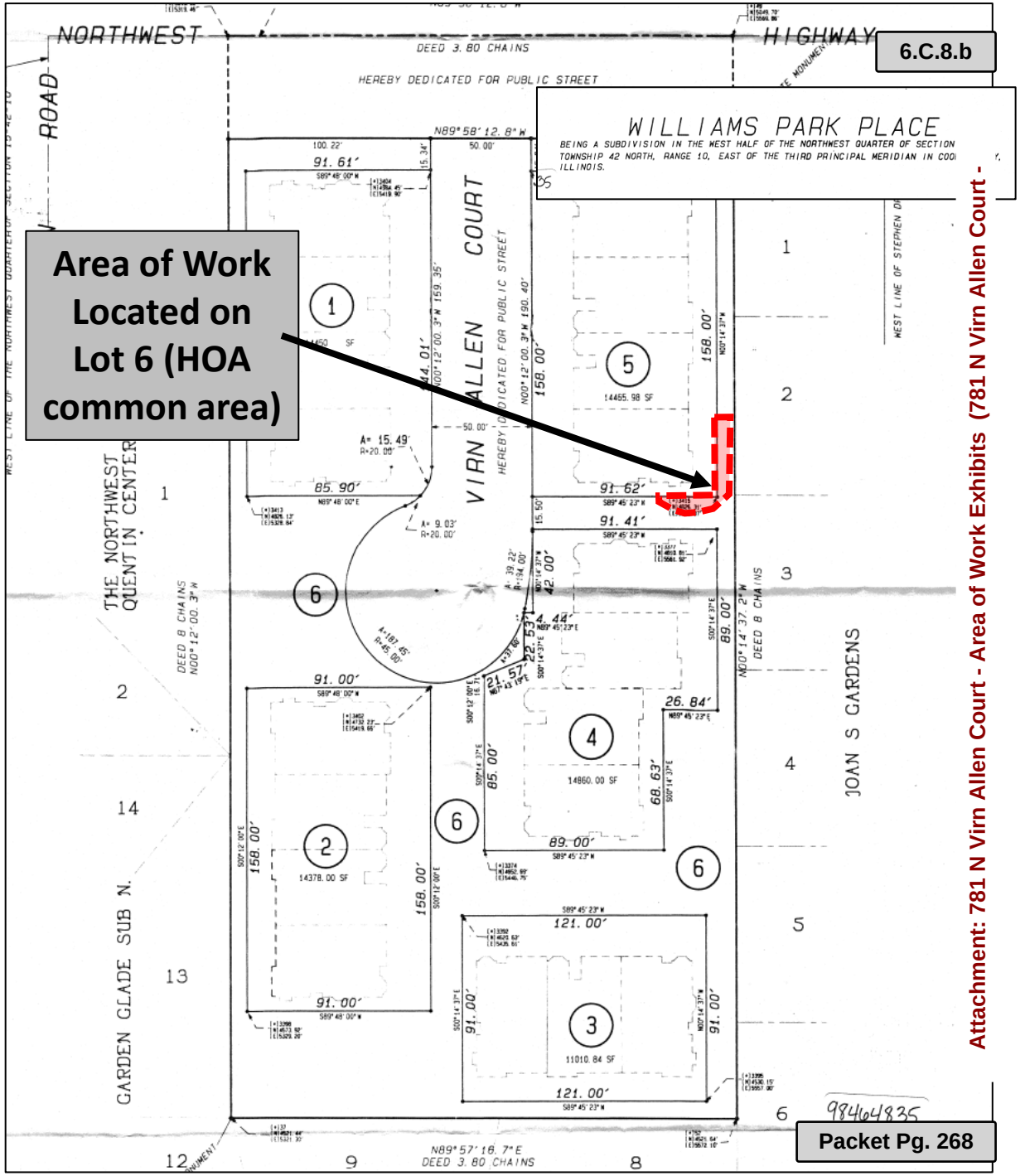
DATE	REVISION DESCRIPTION
8-28-20	
9-18-20	
9-22-20	

N

0 5 10

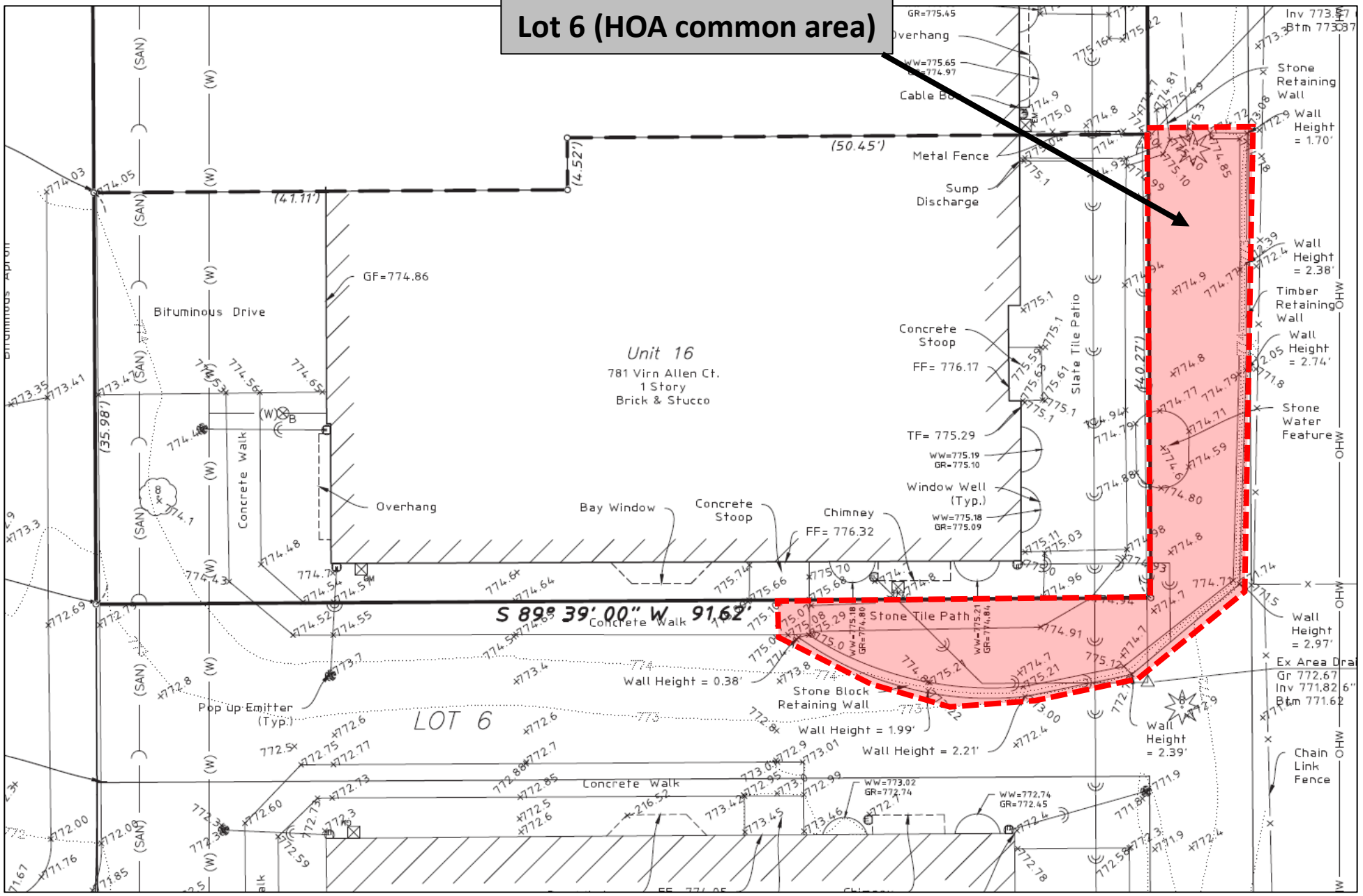
SCALE IN FEET

Attachment: 781 N Virn Allen Court - Area of Work Exhibits (781 N Virn Allen Court -

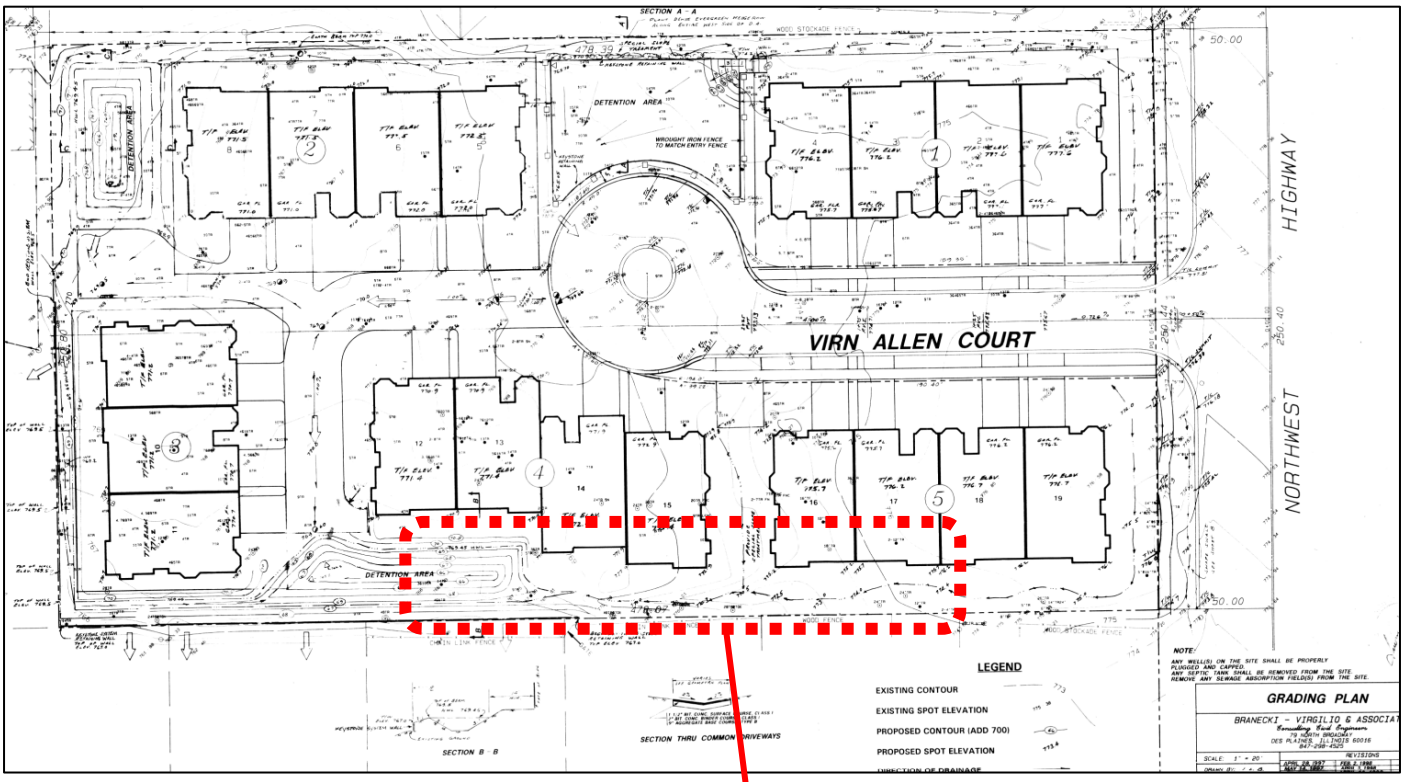


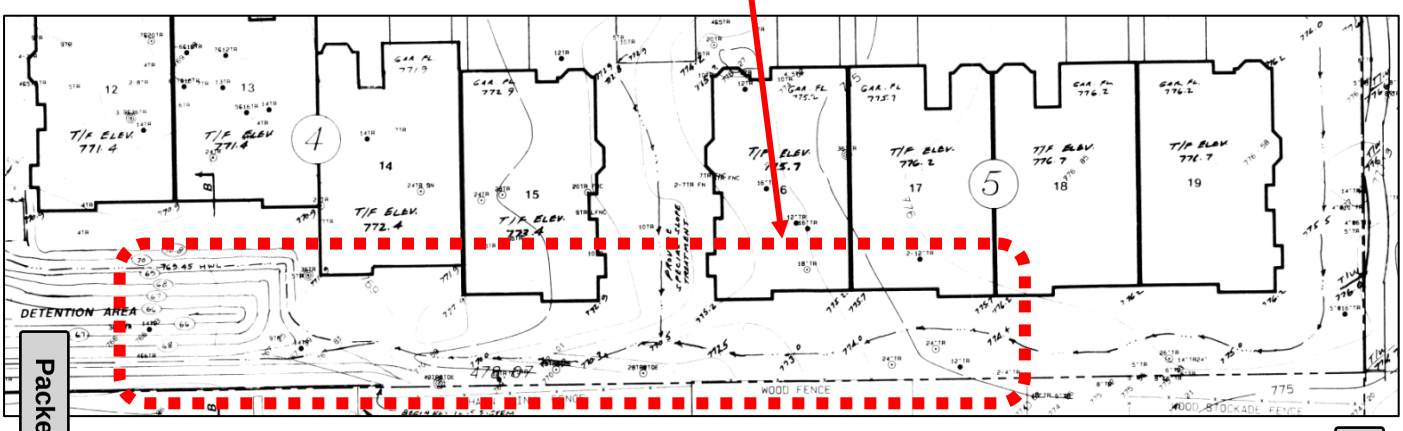
Attachment: 781 N Virn Allen Court - Area of Work Exhibits (781 N Virn Allen Court -

Area of Work Located on Lot 6 (HOA common area)



Attachment: 781 N Virn Allen Court - Area of Work Exhibits (781 N Virn Allen Court -


VIRN ALLEN COURT
HIGHWAY
NORTHWEST
DETENTION AREA
LEGEND
EXISTING CONTOUR
EXISTING SPOT ELEVATION
PROPOSED CONTOUR (ADD 700)
PROPOSED SPOT ELEVATION
GRADING PLAN


DETENTION AREA
WOOD FENCE

This document prepared by
And upon recording mail to:

Tinkoff Law Group, LLC
413 E. Main Street
Barrington, Illinois 60010
Attn: Danielle M. Tinkoff

WILLIAMS PARK PLACE TOWNHOMES ASSOCIATION

Owner Common Element Patio Drainage Improvement Project
Installation, Maintenance, and Indemnification Agreement

THIS AGREEMENT is being made by and between the Williams Park Place Townhomes Association (the "Association"), the VILLAGE OF PALATINE (the "Village"), and BRETT BUCCOLA and BROOKE BUCCOLA, the Owners of Record on behalf of themselves and theirs assigns and successors in title or interest (the "Owner") of 781 VIRN ALLEN COURT, PALATINE, ILLINOIS, ("Unit") which unit is referred to as the "Unit" and is legally described in Exhibit "A" attached hereto.

WHEREAS, pursuant to a Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes (the "Declaration") which was recorded with the Cook County Recorder of Deeds as Document No. 98451485, the Association is the governing body charged with the administration of certain real property situated in Palatine, Illinois and commonly referred to as Williams Park Place Townhomes (the "Townhomes"); and

WHEREAS, pursuant to a license agreement entered into in 2020 between the Owner and the Association (the "Initial License Agreement") attached hereto as "Exhibit A," the Owner has installed a certain patio drainage improvement project involving the Unit, as well as a certain portion of the Common Elements of the Townhomes (the "Premises"), said Premises described and/or delineated on the attachments hereto, namely "Rear Drainage Report dated October 11, 2024," and "Topographic Survey dated October 4, 2024" attached hereto as Exhibits "B" and "C", respectively, in order to address drainage issues affecting the Unit and adjoining units in the Townhomes pursuant to Article 9, Section 9.01 of the Declaration, and the Owner has requested the Association's approval to perform such work, such work being described as (the "Patio Drainage Improvement"), for the Owner's use and benefit, and the Association is agreeable to permit such Patio Drainage Improvement; and

WHEREAS, the Village reviewed the installation of the project in the summer of 2024 and determined that there were some elements of the Project that were not built according to the original plans as permitted by the Village and as licensed by the Association pursuant to the Initial License Agreement, amounting to a violation of said Initial License Agreement and the Village Code or Ordinances; and

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

WHEREAS, pursuant to a consenting vote by the voting Members of the Association and with the consent of the Village as herein confirmed, the parties have elected to enter into this License Agreement as an amendment and reinstatement of the Initial License Agreement according to the terms and conditions set forth below, and the Association has the authority to grant such License to the Premises pursuant to Article 9, Section 9.01 of the Declaration.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Association and Owner agree as follows:

1. Incorporation of Recitals. The recitals set forth above are fully incorporated into this Agreement, which shall be construed in light thereof.

2. Grant of Approval. On behalf of the Members of the Association, the Board does hereby grant the Owner consent to proceed in maintaining the Patio Drainage Improvement on the Premises and the Village consents to the Patio Drainage Improvement, upon the terms and conditions set forth herein.

3. Grant of License. The Association does hereby grant the Owner a license to the Premises with the Patio Drainage Improvement, upon the terms and conditions set forth herein. The term of the License granted hereunder shall be for five (5) years. UPON EXPIRATION OF THE INITIAL TERM OF THE LICENSE, THE TERM OF THE LICENSE SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE FIVE (5) YEAR PERIODS ON THE SAME TERMS AND CONDITIONS AS PROVIDED IN THIS AGREEMENT UNLESS:

a. The Board has made a determination during the initial term or any subsequent term that owner is in material default hereunder and owner fails to correct such default within thirty (30) days after written notice from the Association to do so; or

b. During the initial term or any subsequent term this agreement is no longer permitted under law, municipal or governmental regulation or judicial order; or

c. Any notices pursuant to this paragraph 3 shall also be given to the Village.

4. Patio Drainage Improvement. Owner shall comply with the following terms and conditions prior to and during the installation of the Patio Drainage Improvement.

a. The Owner agrees, at their sole cost and expense, to have the Patio Drainage Improvement maintained in accordance with the drawings, plans, and specifications provided to and approved by the Board (copies of which are attached hereto as Exhibits "B" and "C") and in a proper workmanlike manner and subject to periodic inspection by the Board and/or Village, all materials of which shall be flame retardant to the extent possible;

b. The Owner shall comply with all Federal, State, and local laws and regulations and with the Association's Declaration and Rules and Regulations, relating to the Patio Drainage Improvement;

The completed Patio Drainage Improvement shall be subject to inspection and approval by the Board and Village at the Board and/or Village's sole discretion, based upon the project's compliance and conformity with the plans and specifications approved by the Board and Village

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

pursuant to Part 4 of this agreement, and any deficiencies shall be promptly corrected by Owner within thirty (30) days of the Board's written notice to Owner.

5. Maintenance, Repair, Replacement. The Owner hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, replacement, preservation and restoration relating to the Premises and the Patio Drainage Improvement in accordance with this Agreement and Village Code. If any maintenance, repair, or replacement of the common elements on the Premises requires removal of the Patio Drainage Improvement, Owner shall perform such removal and re-installation at Owner's sole cost and expense, in compliance with any and all Village requirements, upon written notice from the Association.

6. Indemnification. The Owner agrees to fully and completely defend, hold harmless and indemnify the Association, its Board, its Members, its agents, its representative, its employees, and the Village from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (including but not limited to, reasonable professional and attorney's fees), and hereby agrees not to sue and waives and releases any claims against the foregoing parties, which, a.) arise from or are in any way related to the installation, insurance, maintenance, repair, replacement, restoration or reversal of the Patio Drainage Improvement or the Premises; b.) which arise from or are in any way based upon or relating to Owner's act or omissions in the use of the Premises; c.) if this Agreement is determined to be unenforceable; or d.) on account of any injury or harm resulting to any person or property in any manner from any exercise of the rights herein granted to Owner caused by any negligent or otherwise improper act of the Owner or any third party. Nothing in this Paragraph shall waive any statutory or common law immunities that the Village may assert in defense of any such claims.

7. Damage. Owner shall be responsible for any damage to the Common Elements resulting from the installation, maintenance, repair, replacement, use, restoration or reversal of the Patio Drainage Improvement.

8. Insurance. The Owner shall procure and shall maintain, general liability insurance in the minimum amount of the estimated value of Owner's home. Owner shall provide evidence of insurance coverage to the Association by providing copies of such polices prior to the commencement of Patio Drainage Improvement and from time to time as requested by the Association.

9. Restoration. The Owner agrees that upon termination or expiration of this Agreement, or in the event that the Premises is no longer desired or no longer permitted due to applicable law, municipal or governmental regulation or judicial order (in which case the License granted herein shall immediately terminate), Owner shall promptly at Owner's sole cost and expense, and subject to Village review and approval, remove the Patio Drainage Improvement and restore the Common Elements and the Premises to the conditions existing immediately prior to the date of this Agreement.

a. If Owner fails to restore the Common Elements and the Premises, then the Association shall have the right, but not the obligation to perform such work and the Owner hereby agrees to be liable for any and all costs and expenses of such work including but not limited to reasonable professional and reasonable attorneys' fees, which expense shall also become a lien against the Unit.

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

b. Owner shall not be responsible for removal of the underground downspouts pursuant to a removal and/or restoration of the Common Elements and the Premises under this Agreement, except in the event a reason for the removal and/or restoration of the Patio Drainage Improvement under this Agreement is due to a problem, defect or failure of said underground downspouts. In the event the Owner is required by the Village and/or Association to restore the Patio Drainage Improvement pursuant to the terms of this Agreement for reasons in no way associated with a problem, defect, or failure of the underground downspouts, then the Owners' removal of said underground downspouts shall not be required. In the event the underground downspouts are not removed, pursuant to the foregoing terms, the maintenance, repair, replacement and/or subsequent removal of said underground downspouts shall continue to remain the sole responsibility of the Owner, pursuant to the terms of a separate written agreement concerning said downspouts to be entered into between the parties upon the termination of this Agreement.

10. Costs, Expenses and Professional & Attorney's Fees. Owner shall reimburse the Association the amount of its costs and expenses, including but not limited to reasonable professional and reasonable attorneys' fees, incurred in connection with the preparation of this Agreement, and for all costs associated with the Patio Drainage Improvement, including but not limited to reasonable administrative and reasonable attorneys' fees, which shall also become a lien against the Unit. If either party resorts to litigation to enforce the terms of this Agreement, then the prevailing party may be entitled to recover its costs and attorney's fees from the losing party. The parties agree that this Agreement may be enforced by specific performance or injunctive relief, as well as any other remedy available at law or equity.

11. Subsequent Owner. This Agreement and the covenants herein shall be binding upon the undersigned, shall run with the land, and shall remain binding on the parties' successors and assigns, including but not limited to any successor(s), assign(s), or subsequent purchaser(s) and/or title owner(s) of the Unit.

12. Notices. Notices shall be given in writing and sent to the parties at the addresses indicated below, as may be changed from time to time by written designation pursuant to this paragraph. Notices shall be deemed served immediately upon personal delivery or on the second business day following deposit in the U.S. certified or registered mail, return receipt requested with proper postage paid.

13. Termination. This Agreement is subject to termination upon the earliest of the following events:

a. If the Owner fails to perform any maintenance, repair, replacement, preservation or restoration of the Patio Drainage Improvement, or to maintain proper insurance coverage, or to carry out any of Owner's obligations under this Agreement, or changes the use of the Premises, and fails to correct such default within five (5) days after written notice from the Association to do so (or immediately upon demand in cases of emergency), then (i) the Association shall have the right, but not the obligation to perform any and all such work required to be performed by Owner and the Owner hereby agrees to be liable for any and all costs and expenses of such work (including but not limited to professional and attorney's fees) which expense shall also become a lien against the Unit; or (ii) the Association may, in its sole discretion, terminate this Agreement upon thirty

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

(30) days written notice to Owner.

b. The Owner may, at any time, terminate this Agreement upon thirty (30) days written notice to the Association.

c. Any notices sent pursuant to this paragraph 13 shall also be sent to the Village.

14. Miscellaneous. Time is of the essence of this Agreement. The Board of the Association is entering into this Agreement as agents of the Owners and the Association and shall have no personal liability hereunder. Owner has had the opportunity to consult with independent legal counsel of his/her own choosing and has fully read and understands the implications of the Agreement and the covenants and obligations of each party hereunder. This Agreement constitutes the entire agreement of the parties, shall be governed by the laws of the State of Illinois (except its choice of laws principles), and can only be amended by written instrument executed by both parties and recorded with the Cook County Recorder of Deeds. This Agreement itself shall be recorded with the Cook County Recorder of Deeds for the benefit of the parties, and at the expense of the Owner.

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IN WITNESS OF THE FOREGOING, the Association, Owner, and the Village have executed this Agreement as of the 2 day of May, 2025

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SIGNATURE PAGE FOLLOWS

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Williams Park Place Townhome Association

By: Kathleen M. Collins
Kathleen M. Collins
(Printed Name, Title)

x _____
Brett C. Buccola

x Brooke M. Buccola
Brooke M. Buccola

The Village of Palatine

By: _____

_____
(Printed Name, Title)

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

EXHIBIT A
Legal Description

The following described real estate situated in the County of COOK, in the State of ILLINOIS:

UNIT 16, BEING A PART OF LOT 5 IN WILLIAMS PARK PLACE, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 0 DEGREES 12 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 35.98 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 15 SECONDS EAST A DISTANCE OF 41.11 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 4.52 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 02 SECONDS EAST A DISTANCE OF 50.45 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 0 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 40.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 91.62 FEET TO THE POINT OF BEGINNING.

Address of Property: 781 N. Virn Allen Court, Palatine, Illinois 60067
PIN: 02-15-100-058-0000

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

EXHIBIT B
Rear Yard Drainage Report
Prepared by: Haeger Engineering
Dated: October 11 2024

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

REAR YARD DRAINAGE REPORT

Contents:

1 Project Overview & Project Conclusion
2 Drainage Exhibit & Cross Sections
3 FlowMaster Channel Flow Calculations
4 NDS Grate Capacity Chart (12”x12” Square Grate)
5 Storm Sewer Capacity Calculations

Project:
Buccola Residence
Lot 5, Unit 16 Williams Park Place
Rear Yard Drainage Report

Location:
781 Virn Allen Ct.
Palatine, Illinois

Prepared For:
Brooke Buccola

Date:
October 11, 2024

Prepared By:
Todd A. Shaffer, P.E., CFM
Haeger Project No.: 24-081

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

ENGINEERING | SURVEYING | CONSTRUCTION

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 · tel 847.394.6600 fax 847.394.6608
haegerengineering.com

PROJECT OVERVIEW:

Haeger Engineering LLC (Haeger) performed a rear yard drainage analysis of Lot 5, Unit 16 in the Williams Park Place subdivision utilizing drainage information from MWRD Permit #1998-0110 to analyze the impact of a newly constructed patio located in the existing rear yard drainage swale. Utilizing the Grading Plan from MWRD #1998-0110 and the Boundary & Partial Topographic Survey prepared by Haeger, with a field work date of September 25, 2024, the tributary area to the drainage swale at Unit 16 was determined to be:

1. Tributary Area
   - Area: 0.103 Acres
   - C-Factor: 0.73

   Note: The owner and landscape contractor have confirmed that the gutters and downspouts associated with Unit 16 discharge downstream of the analysis area.

2. Time of Concentration
   - Length: 145 ft
   - Avg Slope: 1.17%
   - Std to 1%: 136 ft
   - Tc: 16 min

3. Rainfall
   - MWRD #1998-0110 utilized U.S. Weather Bureau Technical Paper 40 (TP40)
   - Intensity: 6.34 in/hr (for 16 min. Tc)

Utilizing the Rational Method (Q = C * I * A), the 100-year peak flow was calculated at **0.477 cfs.**

Cross sections were analyzed at three (3) locations upstream of the patio based on the surveyed elevations. The cross-section data was entered into FlowMaster along with the peak flow to determine the 100-year water surface elevation. Refer to the enclosed FlowMaster Reports for additional information on the water surface elevation and analysis.

Downstream of Section 1, runoff discharges into 12"x12" NDS Drain Basin, connected to a 6" PVC storm sewer at approximately 3.74%. The storm sewer discharges to a second 12"x12" NDS Drain Basin located downstream of the newly constructed patio and retaining walls. The grate capacity of the 12"x12" NDS Square Grate and the sewer capacity of the 6" PVC sewer were analyzed to determine their conveyance capacity and the associated water surface elevations.

Project Conclusion:

The drainage analysis determined that the newly constructed patio, retaining wall, area drains and storm sewer do not negatively impact the upstream drainage, as determined by comparison of the water surface elevations to the existing finished floors of the adjacent residences. The water surface elevation at Sections 1-3 is summarized in Table 1 below:

Table 1: Cross Section Water Surface Elevation Comparison

	W.S.E. (ft)	F.F. (ft)	Difference (ft)
Section 3	775.28	776.7 (Unit 17)	1.42
Section 2	774.78	776.7 (Unit 17)	1.92
Section 1	774.60	776.3 (Unit 16)	1.70

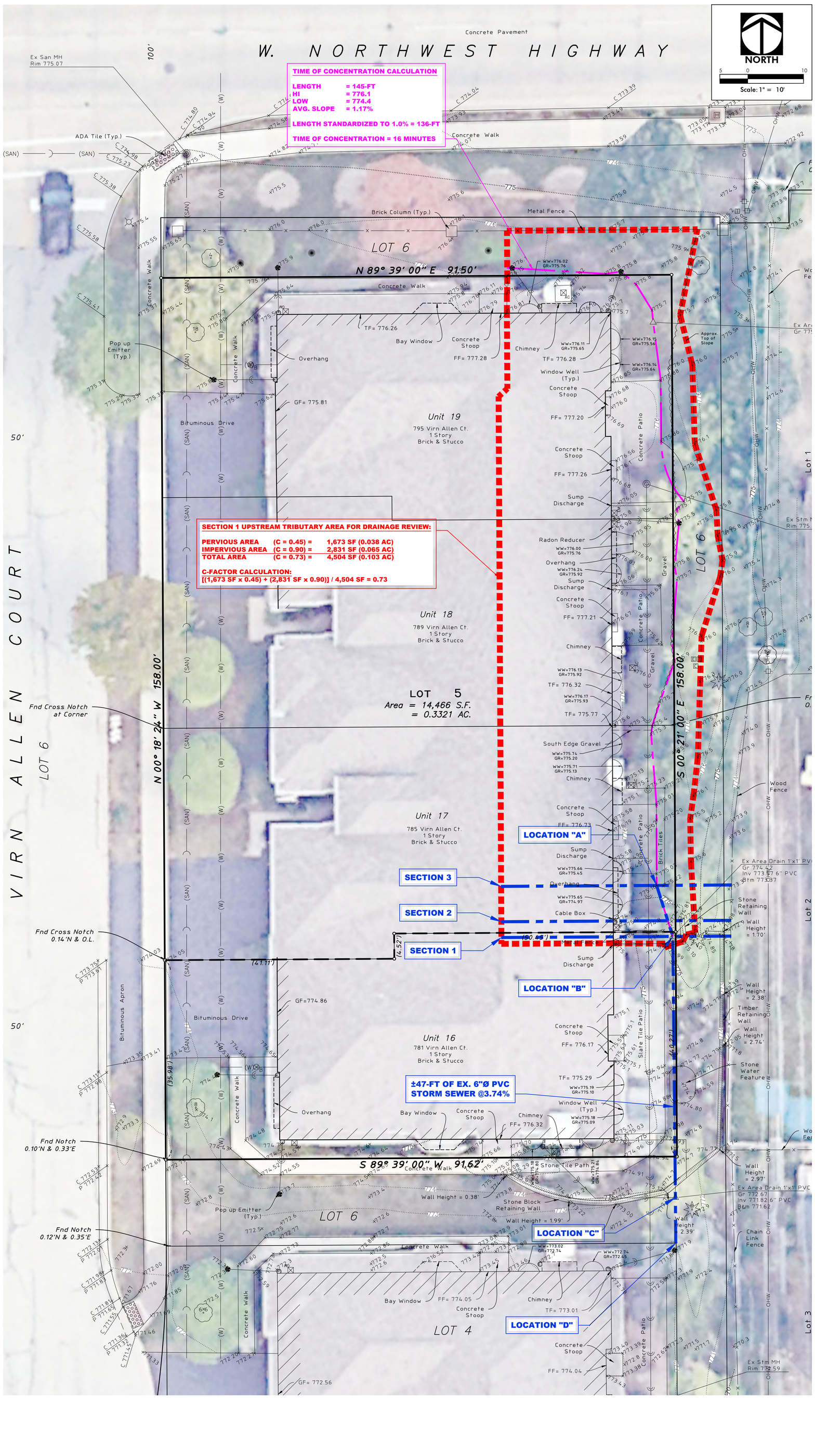
For comparison, the window wells for Unit 17 are at approximately 775.7 with finished grade elevations adjacent to the window wells varying from 775.1 to 775.5.

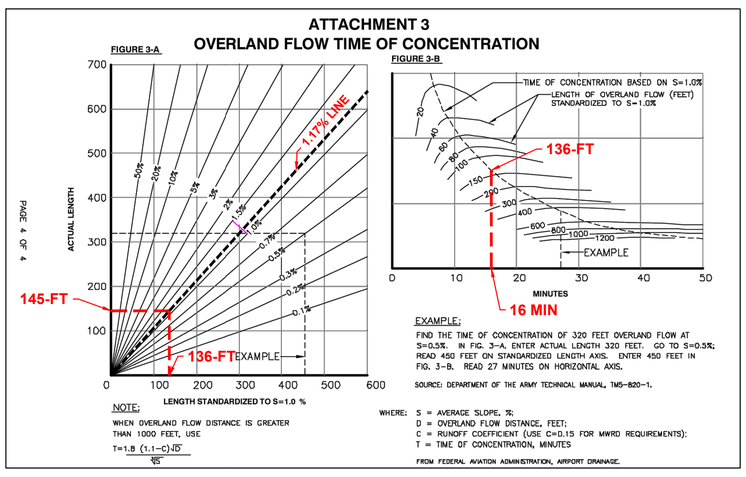
Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Additionally, the head over the grate to achieve the flow rate of 0.477 cfs was determined to be one inch (1") using the NDS grate capacity chart. With a rim elevation adjacent to Unit 16 of 774.42, the W.S.E with one inch (1") of head is 774.50, below the calculated W.S.E. at Section 1, indicating that the channel flow through Section 1 is more restrictive than the grate capacity. For reference, if we use the calculated W.S.E. of 774.60 at Section 1, the head over the grate at the upstream NDS structure would be 2" which corresponds to a grate capacity of 0.69 cfs, and exceeds the 0.477 cfs peak flow rate.

The capacity of the 6" PVC sewer @ 3.74% slope was calculated using Manning's Formula and has a flowing-full capacity of 1.57 cfs, which exceeds the 100-year flow rate. In sum, the combined analysis of the channel conveyance, grate capacity, and sewer capacity indicate that the improvements will allow for conveyance of the upstream tributary runoff to the detention basin permitted on MWRD #1998-0110 without adverse upstream impacts.

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)





DETERMINATION OF REQUIRED DETENTION STORAGE

SAMPLE EXAMPLE

(Attachment 1)

Assumed Data: Tributary area = 80 acres; composite runoff coefficient C (for developed area) = 0.75; no unrestricted release rate area; time of concentration (for undeveloped area) = 75 min. 3-year rainfall intensity (for tc = 75 min.) = 1.52 in/hr (from chart below).

A		B	C	D	E
Duration Time		Intensity for 100-yr Storm	Inflow Rate (Line 1 x Line 16 x Col. B)	Stored Rate Col. C – Line 12	Reservoir Size (Col. A (Hrs) x Col. D -:- 12)
(Hrs.)	(Min.)	(In/Hr.)	(cfs)	(cfs)	(Acre-Ft)
0.17	10	7.60	456	438	6.1
0.33	20	5.50	331	313	8.5
0.50	30	4.40	264	246	10.1
0.67	40	3.70	223	205	11.9
0.83	50	3.20	192	174	11.9
1.0	60	2.80	168	150	12.4
1.5	90	2.10	125	107	13.2
2.0	120	1.70	103	85	14.0 Max
3.0	180	1.20	72	56	13.8
4.0	240	1.00	60	42	13.7

RAINFALL INTENSITY DATA

DATA SOURCE: U.S. WEATHER BUREAU TECHNICAL PAPER NO. 40

(Attachment 2)

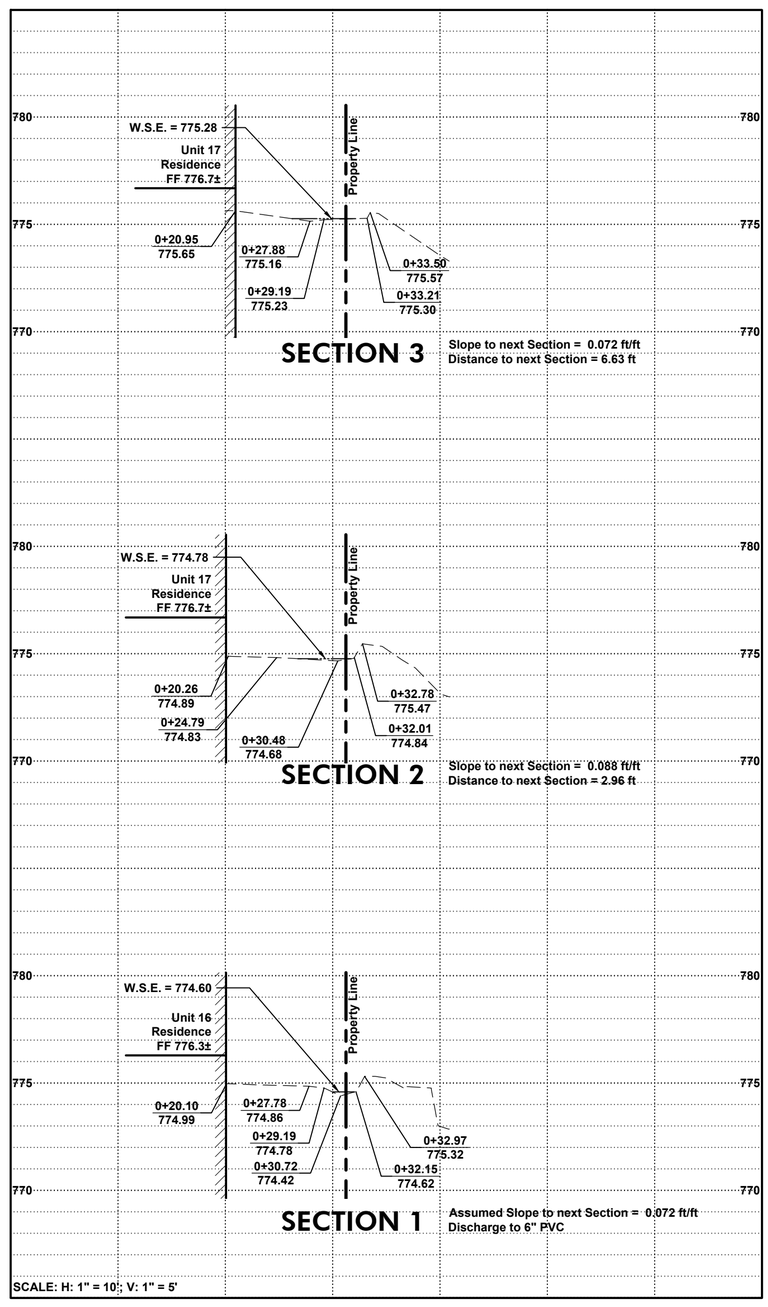
Storm Duration (minutes or hours)		Rainfall Intensity (inches per hour) 3-Year	100-Year	Storm Duration (minutes or hours)	Rainfall Intensity (inches per hour) 3-Year	100-Year
0.17 hrs.	10 min.	4.3	7.6	10 hrs.	0.27	0.49
0.33 "	20 "	3.0	5.5	11 "	0.25	0.46
0.50 "	30 "	2.45	4.40	12 "	0.23	0.43
0.67 "	40 "	2.15	3.70	13 "	0.22	0.40
0.83 "	50 "	1.85	3.20	14 "	0.20	0.38
	1 hr.	1.67	2.80	15 "	0.19	0.36
	1.5 "	1.27	2.10	16 "	0.18	0.34
	2 "	1.00	1.70	17 "	0.17	0.33
	3 "	0.73	1.20	18 "	0.16	0.31
	4 "	0.58	1.00	19 "	0.16	0.30
	5 "	0.48	0.84	20 "	0.15	0.29
	6 "	0.42	0.73	21 "	0.15	0.28
	7 "	0.37	0.65	22 "	0.14	0.27
	8 "	0.33	0.58	23 "	0.14	0.26
	9 "	0.30	0.53	24 "	0.13	0.25

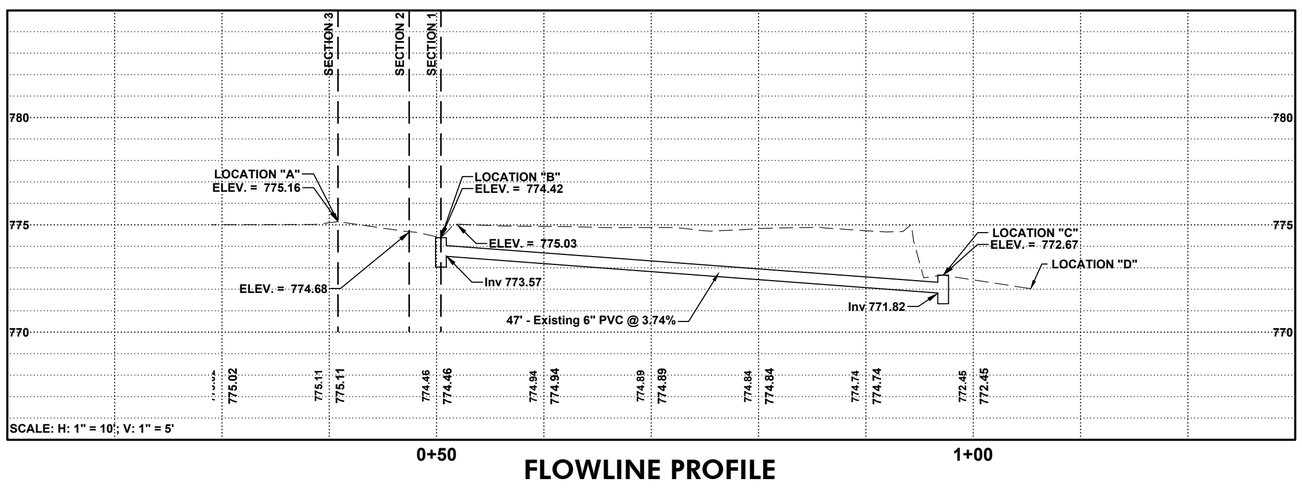
FOR 16 MIN Tc, 100-YEAR RAINFALL = 6.34 IN/HOUR

CALCULATED 100-YR DISCHARGE USING RATIONAL METHOD TRIBUTARY TO SECTION 1

Q = C x I x A

Q1 = (0.73) x (6.34 IN/HOUR) x (0.103 ACRES) = 0.477 CFS





FLOWLINE PROFILE

No.	Date	Revision

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

DRAINAGE EXHIBIT & CROSS SECTIONS

BUCCOLA RESIDENCE
(LOT 5, UNIT 16 WILLIAMS PARK PLACE)
781 VIRN ALLEN CT, PALATINE, IL

Project Manager:	T A S
Engineer:	P A C
Date:	10/10/2024
Project No.	24-081
Sheet	1 / 1

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Plot Date: Oct 10, 2024 - 11:39am Plotted By: phil-c
File Name: P:\2024\24081\Drawings\Exhibits\24081-DRAINAGE EXHIBIT.dwg

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Irregular Section (24081-Flowmaster-Channel.fm8)

Label	Solve For	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Water Surface Elevation (ft)
SECTION 3	Normal Depth	Manning Formula	0.030	0.072	775.278
SECTION 2	Normal Depth	Manning Formula	0.030	0.088	774.780
SECTION 1	Normal Depth	Manning Formula	0.030	0.072	774.599

Elevation Range	Discharge (cfs)	Flow Area (ft^2)	Wetted Perimeter (ft)	Hydraulic Radius (in)	Top Width (ft)
775.16 to 775.65 ft	0.48	0.3	5.76	0.6	5.75
774.68 to 775.47 ft	0.48	0.2	4.77	0.6	4.77
774.42 to 775.32 ft	0.48	0.2	2.07	1.1	2.04

Normal Depth (in)	Critical Depth (in)	Critical Slope (ft/ft)	Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)
1.4	1.6	0.035	1.74	0.047	0.17
1.2	1.4	0.034	1.99	0.062	0.16
2.1	2.5	0.028	2.62	0.107	0.29

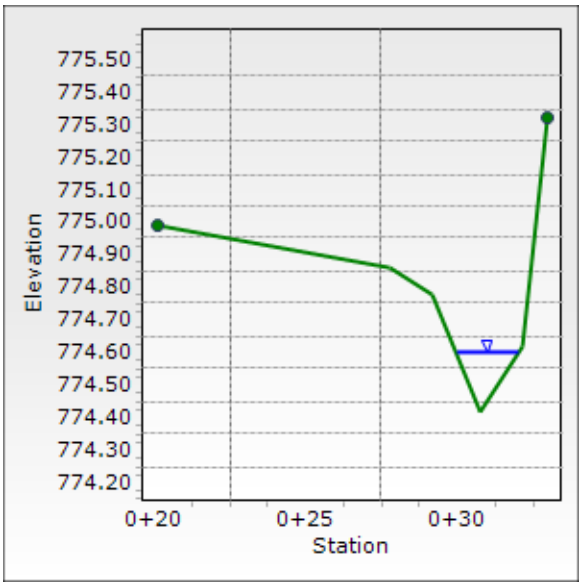
Froude Number	Flow Type	Notes	Messages
1.402	Supercritical		
1.570	Supercritical		
1.545	Supercritical		

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Cross Section for SECTION 1

Project Description	
Friction Method	Manning Formula
Solve For	Normal Depth

Input Data	
Channel Slope	0.072 ft/ft
Normal Depth	2.1 in
Discharge	0.48 cfs

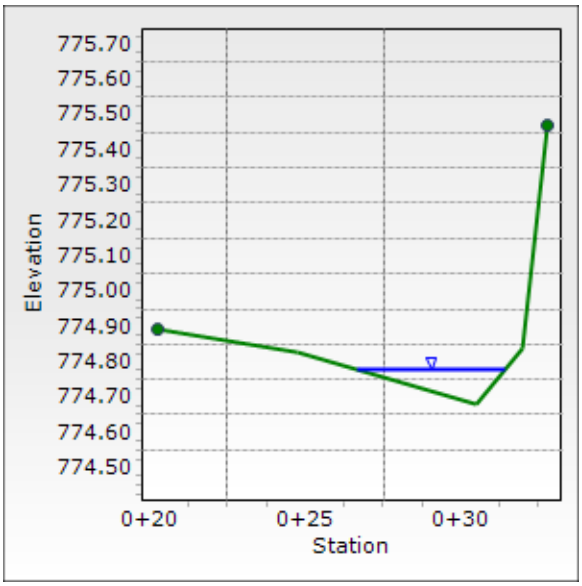


Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Cross Section for SECTION 2

Project Description	
Friction Method	Manning Formula
Solve For	Normal Depth

Input Data	
Channel Slope	0.088 ft/ft
Normal Depth	1.2 in
Discharge	0.48 cfs

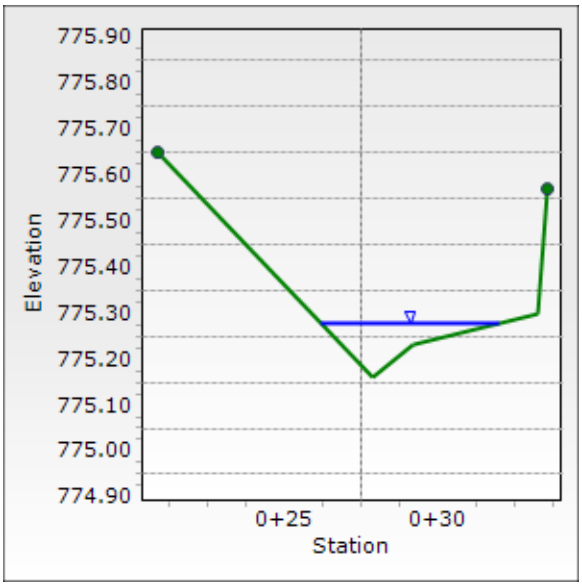


Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Cross Section for SECTION 3

Project Description	
Friction Method	Manning Formula
Solve For	Normal Depth

Input Data	
Channel Slope	0.072 ft/ft
Normal Depth	1.4 in
Discharge	0.48 cfs

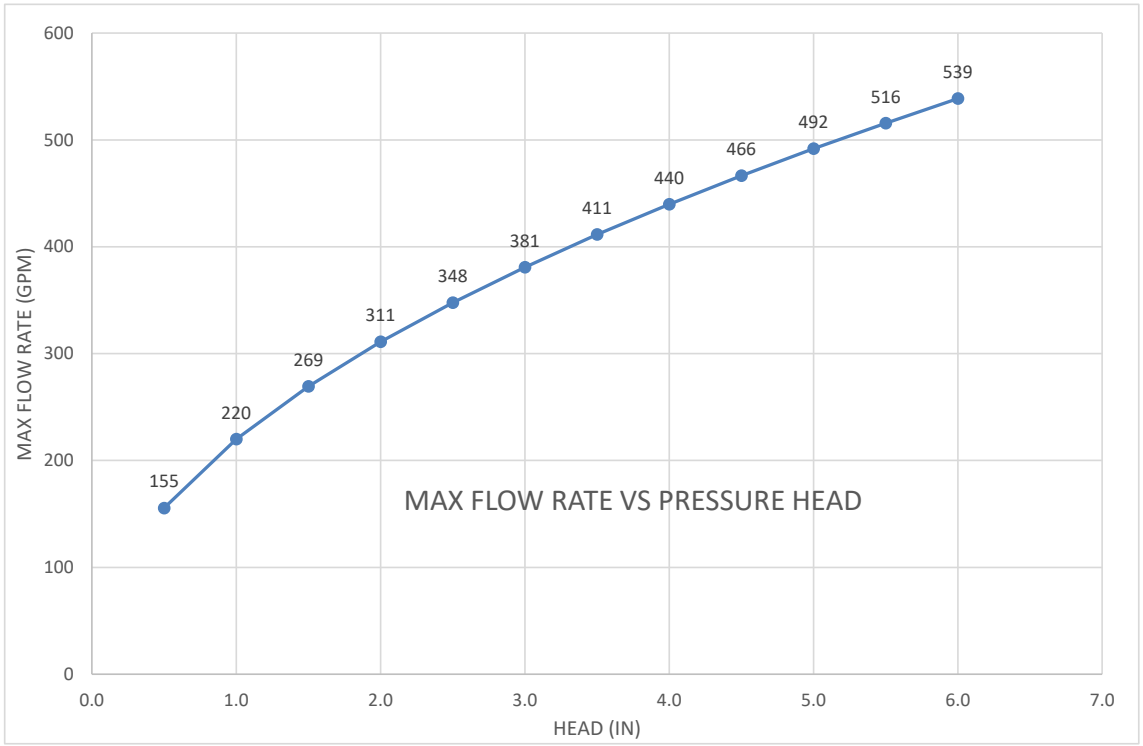


Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

NDS® We put water in its place

NORMA GROUP

PART NO.	DESCRIPTION	PRODUCT LINE	COLOR	OPEN AREA	UNITS	HEAD (inches)	MAX FLOW (GPM)	MAX FLOW (cfs)	MAX FLOW (LPS)
1210	12" X 12" SQUARE GRATE	12" CATCH BASIN SERIES	GREY	50.76	in^2	0.5	155	0.35	9.8
						1.0	220	0.49	13.9
						1.5	269	0.60	17.0
						2.0	311	0.69	19.6
						2.5	348	0.77	21.9
						3.0	381	0.85	24.0
						3.5	411	0.92	26.0
						4.0	440	0.98	27.7
						4.5	466	1.04	29.4
						5.0	492	1.10	31.0
						5.5	516	1.15	32.5
						6.0	539	1.20	34.0



(coefficient of discharge) Cd = 0.6
g = 32.2
H = Head (in)
A = Area (in^2)

General Orifice Equation: Q=Cd x A x SQRT(2 x g x H)

(gpm) Example Calc: Q=(7.4805*60)*0.6*(**50.76** /144)*SQRT(2*32.2*(0.5"/12))

Q= **155.5 gpm** (1/2" Head)

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

SEWER CAPACITY

PROJECT: BUCCOLA RESIDENCE
SUBJECT: STORM SEWER
Assumptions: n = 0.009 for PVC

MH/CB No.	q (cfs)	Diam. (in)	Slope (%)	Pipe full Q	Pipe full V	q/Q Capacity	v/V
A	0.477						
A to B		6	3.74	1.57	7.98	0.30	0.73
B							

Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

EXHIBIT C
Topographic Survey

718 Virn Allen Court, Palatine, Illinois 60067
Prepared by: Haeger Engineering
Dated: October 4, 2024

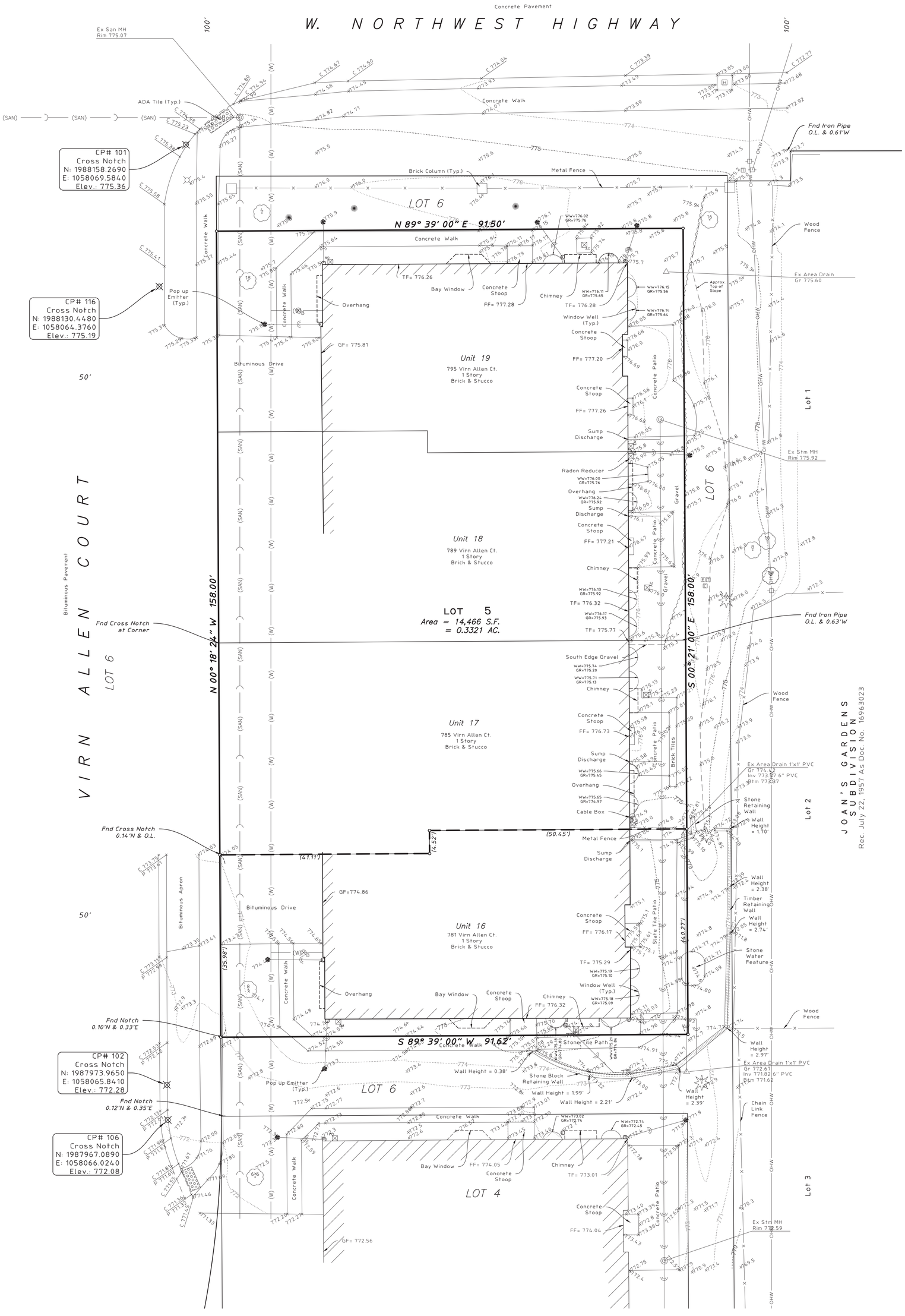
Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Plot Date: Oct 04, 2024 - 10:35am Plotted By: rob43
File Name: P:\2024\24081\Drawings\Final Survey\24081 Boundary Partial Topo Survey.dwg

LEGAL DESCRIPTION

PARTS OF LOTS 5 & 6 IN WILLIAMS PARK PLACE, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

UNIT 16, BEING A PART OF LOT 5 IN WILLIAMS PARK PLACE, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE NORTH 0 DEGREES 12 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 35.98 FEET; THENCE NORTH 1,9 DEGREES 52 MINUTES 15 SECONDS EAST A DISTANCE OF 41.11 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 21 SECONDS EAST A DISTANCE OF 4.52 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 02 SECONDS EAST A DISTANCE OF 50.45 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 0 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 40.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEG ES 45 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 91.62 FEET TO THE POINT OF BEGINNING.



LEGEND

- Down Spout w/ Underground Drain
- Manhole
- Pop-Up Emitter
- Area Drain
- Storm Sewer
- (STM) Storm Sewer Atlas
- (SAN) Sanitary Sewer Atlas
- (W) Water Main Atlas
- B-Box
- Light Pole
- Hand Hole
- Fence
- Pipe Bollard
- OHW Overhead Utility Line
- EM Electric Meter
- Guy Wire
- Utility Pole
- Telephone Pedestal
- Cable TV Pedestal
- Curb & Gutter
- Depressed Curb
- Retaining Wall
- C XXX.XX Curb Elevation and
- G/P XXX.XX Gutter/Pavement Elevation
- XXX.XX Pavement Elevation
- XXX.XX Sidewalk Elevation
- XXX.X + Ground Elevation
- Contour Line
- Deciduous Tree
- Coniferous Tree
- Bush
- Brushline
- O.L. On Line
- WW Window Well
- GR Grade Elevation
- BTM Bottom of Structure

Surveyor's Notes:

1. Field work was completed on September 25, 2024.
2. The Horizontal coordinates and basis of bearing shown hereon are based on NAD 83(2012) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.
3. The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.
4. A title commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the surveyor prior to the completion of this survey.
5. Utility information shown hereon is based upon field measurements, available records. Information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.L.I.E (1-800-892-0123).

Benchmark

Site Benchmarks

CP # 101 (See Survey)
Description: Cross Notch
Elevation: 775.36 NAVD 88 (Geoid 12A)

CP # 102 (See Survey)
Description: Cross Notch
Elevation: 772.28 NAVD 88 (Geoid 12A)

Ordered By: BUCCOLA
Order No.: 24081

State of Illinois)
) SS:
County of Cook)

This professional service conforms to the current Illinois minimum standards for a boundary topographic survey.

Schaumburg, Illinois October 4, 2024

By: _____
Illinois Professional Land Surveyor No. 3695

JEFFREY W. GLUNT 035-3695 SCHAUMBURG, ILLINOIS — STATE OF ILLINOIS — PROFESSIONAL LAND SURVEYOR

EXPIRES 11-30-24

Project Manager: TAS
Drafter: TSK
Date: 10/04/2024
Project No. 24081
Sheet 1 / 1

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

781-795 VIRN ALLEN COURT
PALATINE, ILLINOIS
COOK COUNTY

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

No.	Date	Revision

NORTH
5 0 10
Scale: 1" = 10'

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Attachment: 781 Virn Allen Ct.- Agreement w Exhibits (781 N Virn Allen Court - License Agreement)

Consider an Ordinance Transferring Special Use Ordinance (#O-13-21) for the Property at 309 E. Northwest Highway

BACKGROUND:
The Special Use for the existing restaurant was approved in 2021. Golden Grove Hospitality, LLC (d/b/a Sushi + Thai by Sensei) will be acquiring the restaurant and is requesting the following:

> **Transfer of Special Use #O-13-21 to permit the continued operation restaurant, with liquor service, at 309 E. Northwest Highway.**

KEY ISSUES:

- The Subject Property, zoned B-2 Shopping Center District, was approved for a Special Use in February 2021 (Ordinance #O-13-21).
- The Petitioner is proposing to modify the floor plan, with an increase in the seating count from 30 seats to 42 seats. This modification will not affect the required parking or existing variation, as the required parking is based upon the restaurant's square footage. Other than the floor plan amendment, the proposed business plan is consistent with the existing operations.
- Any future floor plan or business operational changes would require additional Village review. Staff also advised the Petitioner about the Village's temporary sign regulations as part of the Special Use transfer application process.

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

RECOMMENDATION:
Staff recommends approval of the Special Use Transfer at 309 E. Northwest Highway.

ACTION REQUIRED:
Motion to approve an ordinance transferring Special Use Ordinance #O-13-21 to Golden Grove Hospitality, LLC (dba Sushi + Thai by Sensei) to permit the continued operation of a restaurant with liquor service at 309 E. Northwest Highway.

Consider an Ordinance Increasing the Number of Class G Restaurant (Beer & Wine) Liquor Licenses Pursuant to Chapter 3, Section 3-37 of the Village of Palatine Code of Ordinances for Sushi+Thai by Sensei Located at 309 E. Northwest Highway

BACKGROUND:
Sunrise Ramen & Sushi, an existing restaurant at 309 E. Northwest Hwy, previously held a Class-G liquor license from 2021-2024. They did not renew the liquor license for 2025. Now the establishment has been bought by Golden Grove Hospitality LLC, dba Sushi+Thai by Sensei, who would like to obtain a Class G (Beer & Wine) liquor license. The proposed hours of operation are Monday through Sunday 11 AM to 9 PM.

KEY ISSUES:
- Increase Class G Restaurant (Beer & Wine) Liquor Licenses by one.

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

RECOMMENDATION:
Approve an Ordinance increasing Class G Restaurant (Beer & Wine) Liquor Licenses by one for a total of 14.

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

Consider an Ordinance Granting Special Uses for a Building Addition at 204 S. Ashland Avenue

BACKGROUND:
The Subject Property, zoned R-2 Single-Family Residential, consists of approximately 7,462 square feet. The property currently contains a single-family residence, detached garage in the rear yard, and related improvements. The structure is currently existing non-conforming, with a southern side yard setback of 0.9 feet. The subdivision also includes a recorded 40-foot front yard building line, which applies to this property.

The Petitioner is proposing to build an addition, which encroaches into the minimum required front and side yard setbacks. Therefore, the Petitioner is requesting the following:

> **Special Uses to permit an addition to be set back 21 feet from the front lot line, instead of the minimum required 40 feet, and approximately 3 feet from the side yard to the north, instead of the minimum required 5 feet.**

KEY ISSUES:
- The Petitioner is proposing to demolish the existing detached garage and construct a one-story addition (approximately 277 square feet) and an attached 2-car garage (approximately 550 square feet).
- The existing detached garage maintains a 2.39-foot setback along the north side of the property. The proposed attached garage provides a side yard setback to 3.39 feet. With the proposed addition and attached garage extension, the encroachment width along the property to the north would increase from approximately 20 feet (detached garage) to 50 feet (attached garage and addition).
- With the existing lot configuration and required setbacks, Staff notes that any addition to the front or side of the principal structure, including an attached garage, would likely require zoning relief.
- The proposed plans meet both building and coverage requirements at 24% and 35.5%. Although the Subject Property is a triangularly shaped lot and directly abuts (south) the Northwest Highway commercial corridor, the proposed front yard setback of 21 feet is generally inconsistent with the surrounding front yard setbacks in this area.

ALTERNATIVES:
1. Approve the Special Uses to permit a one-story addition to encroach into the required side and front yard setbacks.
2. Do not approve the Special Uses to permit a one-story addition to encroach into the required side and front yard setbacks.

RECOMMENDATION:

Public Hearing**:**	PZC meeting on April 22, 2025.
Residents testifying:	None
Vote:	The PZC voted 6-2 to approve the Special Use and Staff recommends action at the Village Council's discretion.

ACTION REQUIRED:
A motion to approve the ordinance granting Special Uses to permit an addition to encroach into the required front and side yard setbacks at 204 S. Ashland Avenue.

Consider a Motion Approving a Minor Planned Development Amendment at 2070 N. Rand Road

BACKGROUND:
Jimenez International Palatine ("Jimenez") has acquired the former Butera Market location in the Fox Fire shopping center at the southwest corner of Rand and Hicks Roads. Jimenez operates nine other grocery stores in Chicago and the metropolitan area, in addition to the Palatine Store. The Petitioner is requesting a Minor Planned Development Amendment to recognize the new business owner for the grocery store:

> **Minor Planned Development Amendment to Ordinance #O-224-03 to permit the continued operation of a grocery store at 2070 N. Rand Road**

KEY ISSUES:

- The Subject Property, zoned Planned Development, was granted a Planned Development Amendment to construct a grocery store as part of the Fox Fire shopping center Planned Development in 2003 (#O-224-03).
- The proposed transfer will continue to include a full-service grocery store, including the sale of liquor (both previous grocery store operators also sold alcohol), a bakery, and a hot food department retailing items for sale. The proposed hours of operation are Monday - Sunday from 8 AM to 9 PM.
- The existing approximately 48,000 square foot store and associated improvements would remain unchanged. Any additional site changes or business operational changes would require additional Village review.

ALTERNATIVES:
1. Recommend approval of the Minor Planned Development Amendment.
2. Do not recommend approval of the Minor Planned Development Amendment.

RECOMMENDATION:
Staff recommends approval of the Minor Planned Development Amendment at 2070 N. Rand Road.

ACTION REQUIRED:
Motion to approve a Minor Planned Development Amendment to Ordinance #O-224-03 to recognize Jimenez International Palatine as the new grocery store owner/operator to permit the continued operation of a grocery store, with liquor sales, at 2070 N. Rand Road.

Consider an Ordinance Granting a Minor Planned Development Amendment to Allow a Revised Business Plan and Floor Plan at 60 N. Bothwell Street

BACKGROUND:
The Subject Property contains the existing Lamplighters Inn restaurant and operates within a Planned Development zoning designation. As part of the existing business, Lamplighters Inn operates a dining room on the first floor of the building (at the south end of the building). The business owner recently contacted the Village about some planned revisions to the existing dining room, based upon a desire to improve their business operations and upon customer feedback. Therefore, the Petitioners are requesting approval of the following:

Minor Planned Development Amendment to allow a floor plan and business plan amendment to Planned Development Ordinance #O-62-03.

KEY ISSUES:
- The existing dining room floor plan was approved through the Planned Development (2003), with up to 44 seats. In review of the current business operations for the restaurant, the business owners are proposing floor plan changes to the existing dining room configuration. The proposed changes include the addition of a pool table, video golf machine, and adding a dart board.
- The approved seating count will also be reduced to approximately 30 seats. The dining room has its main entrance on the east side of the building and would continue to be open to patrons of all ages. There is also a point of service machine in the dining room, dedicated server staff, and video camera monitoring of the dining room area. These functions will all be maintained, with the amended floor plan.
- Per the revised business plan, there is also another access door from the dining room to the bar area, which will continue to remain closed. This access point is monitored by Staff to ensure that those entering the bar area are age appropriate.
- The revised business plan also requires that at any time of back dining room occupancy, a BASSET certified employee shall physically be present in the room, not less than every 30 minutes.

ALTERNATIVES:
1. Approve the Minor Planned Development Amendment to allow a revised business plan and floor plan.
2. Do not approve a Minor Planned Development Amendment to allow a revised business plan and floor plan.

RECOMMENDATION:
Staff recommends approval of the Minor Planned Development Amendment.

ACTION REQUIRED:
A motion to approve the ordinance granting a Minor Planned Development Amendment to allow for modifications to the previously approved business plan and floor plan.

Consider a Resolution Directing the Mayor to Execute an Intergovernmental Agreement Between the Village of Palatine and the Village of Deer Park for the Provision of Water

BACKGROUND:
In 1999, the Village of Palatine and Village of Deer Park entered into an Intergovernmental Agreement for the provision of water by Palatine to the portion of Deer Park bounded by Lake Cook Road to the south, Quentin Road to the west and Rand Road. That agreement was amended and restated in 2022 to expand the service area.

The Village is seeking the ability to install a water main extension on Hillcrest Road east of Quentin Road as part of an extension and looping project in the greater Hillcrest/Suthers/Woodland area. This improves fire protection and allows for domestic connections.

KEY ISSUES:
- Some properties along Hillcrest Road, and therefore the public right-of-way, were annexed into the Village of Deer Park prior to the rest of the area being annexed into the Village of Palatine.
- In order to loop the proposed public water main, it is necessary to extend Village of Palatine water main in right-of-way under the jurisdiction of the Village of Deer Park and along the lot frontage of properties within Deer Park.
- Palatine would install the water main.
- Deer Park properties (ten on the north side of Hillcrest and one on the south side right at Quentin) benefit in the fire protection facilities constructed and can connect for domestic use if they voluntarily choose to do so.
- No property tax or sales tax sharing is part of this agreement.
- There is no proposed allocation limitation, or reduction of any existing Deer Park allocations now in place elsewhere for the single-family land uses.
- Changes in land use to something other than single-family detached structures would result in a reconsideration of allocations and agreement terms.
- Property owners of Deer Park would be required to pay all typical connection fees, recapture fees, and permit costs if they decide they would like to connect for domestic purposes.
- Deer Park water rates would be paid by any connecting properties.
- Palatine would own and operate the facility perpetually in our perpetual easement to be granted by Deer Park.

ALTERNATIVES:
1. Approve the proposed Intergovernmental Agreement subject to final review and approval by the Village Attorney.
2. Reject the proposed Intergovernmental Agreement.

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

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

Consider a Motion for a Perpetual Water Main Easement Agreement with the Village of Deer Park

BACKGROUND:
The Village is seeking the ability to install a water main extension on Hillcrest Road east of Quentin Road as part of an extension and looping project in the greater Hillcrest/Suthers/Woodland area. This improves fire protection and allows for domestic connections.

As part of a proposed Intergovernmental Agreement with the Village of Deer Park, a perpetual easement is required to allow the Village the ability to install and maintain the proposed water main extension.

KEY ISSUES:
- The Village of Palatine would install the proposed water main.
- This allows for a looping water main for system redundancy, reliability and performance in areas to the east within the Village of Palatine.

ALTERNATIVES:
1. Approve the perpetual easement agreement subject to final review and approval by the Village Attorney.
2. Do not accept the perpetual easement agreement.

RECOMMENDATION:
Staff recommends acceptance of the perpetual easement agreement with the Village of Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a perpetual easement agreement with the Village of Deer Park.

Consider a Motion to Award Alternate B for the Water Main Extensions Project

BACKGROUND:
Locations of water main extensions were identified and are recommended for interconnection to improve fire protection and eliminate dead ends. These extensions would improve system reliability, provide access to Village water in certain areas, improve water quality, and create more uniform system pressures.

In February of 2025, the Village Council awarded the base bid to extend water main on Center Road east of Quentin Road. Additive Alternate B, extending water on Suthers Lane and Hillcrest Road was pended until an intergovernmental agreement with the Village of Deer Park could be established. Now that terms have been agreed upon, this work can proceed, including a looping water main and fire hydrant installation, and domestic connection can be made if residents choose to do so.

KEY ISSUES:
- Alternate B includes the water main extension on Suthers Lane from Woodland to Hillcrest and on Hillcrest Road from Quentin Road to Suthers Lane.
- The low responsive and responsible bidder for Alternate B was the same low bidder for the base bid, Bluewater Construction, LLC of Wauconda, Illinois in the amount of $400,000.
- The Right of Way and easement issues have been agreed upon with the Village of Deer Park.

ALTERNATIVES:
1. Award the contract for the additive alternate portion of the Water Main Extensions Project to Bluewater Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends awarding the additive alternate portion of the contract for the Water Main Extensions Project base bid to Bluewater Construction.

BUDGET IMPACT:
Funding is available from the Water Fund of the 2025 Capital Improvement Program to accommodate this work.

ACTION REQUIRED:
Motion to award the additive alternate portion of the contract for the Water Main Extensions Project to Bluewater Construction, LLC of Wauconda, Illinois in the amount of $400,000.

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20820 N. Rand Road

BACKGROUND:
As part of a proposed redevelopment at the southeast corner of Rand Road and Quentin Road, the Village of Deer Park plans to extend the public water main to serve the proposed development at this intersection.

KEY ISSUES:
- The water main extension would begin from its existing location along Rand Road and cross two private properties prior to reaching the development site.
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system we require a perpetual easement with the property owner.

ALTERNATIVES:
1. Accept the permanent easement subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement for 20820 N. Rand Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement for 20820 N. Rand Road in Deer Park.

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20818 N. Rand Road

BACKGROUND:
As part of a proposed redevelopment at the southeast corner of Rand Road and Quentin Road, the Village of Deer Park plans to extend the public water main to serve the proposed development at this intersection.

KEY ISSUES:
- The water main extension would begin from its existing location along Rand Road and cross two private properties prior to reaching the development site.
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system we require a perpetual easement with the property owner.
- The original easement was negotiated between the Village of Deer Park and the property owner. The Village of Palatine requires amendments to consider this easement acceptable. Therefore, the easement and amendment are being recommended simultaneously, as without the amendment staff could not recommend approval.

ALTERNATIVES:
1. Accept the permanent easement and amendment subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement and amendment.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement as amended for 20818 N. Rand Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement as amended for 20818 N. Rand Road in Deer Park.

Consider a Motion to Accept a Perpetual Water Main Easement in Deer Park at 20817 N. Quentin Road

BACKGROUND:
The subject property plans to extend the public water main to serve a redevelopment of their site at the intersection of Quentin Road and Rand Roads.

KEY ISSUES:
- After acceptance by the Village of Palatine, this water main would be owned and maintained by the Village of Palatine pursuant to the Intergovernmental Agreement with the Village of Deer Park.
- In order for the Village of Palatine to accept ownership and maintenance of our public water system, we require a perpetual easement with the property owner.

ALTERNATIVES:
1. Accept the permanent easement by way of a proposed plat of subdivision subject to final review and approval by the Village Attorney.
2. Do not accept the permanent easement.

RECOMMENDATION:
Staff recommends acceptance of the permanent water main easement for 20817 N. Quentin Road in Deer Park.

ACTION REQUIRED:
Motion to accept a grant of a permanent water main easement for 20817 N. Quentin Road in Deer Park.

Consider a Motion Approving a Water Service Agreement with Kildeer Real Estate LLC at 20817 N. Quentin Road

BACKGROUND:
Since 1999, the Village of Palatine and Village of Deer Park have had an Intergovernmental Agreement in place that allows Palatine to provide water service to limited areas of Deer Park. The agreement was amended and restated in 2022 to include the area bounded by Rand, Lake Cook, and Quentin Roads. A condition of providing water is that the end user must execute a Water Service Agreement with the Village of Palatine.

KEY ISSUES:
- Kildeer Real Estate LLC is the owner of 20817 N. Rand Road.
- The Village of Deer Park has allocated water to Kildeer Real Estate LLC who proposes to develop a Dunkin Donuts on the property.

ALTERNATIVES:
1. Authorize the Mayor to execute the Water Service Agreement.
2. Do not authorize execution and refer back to Staff.

RECOMMENDATION:
Staff recommends approval of a motion authorizing the Mayor to execute a Water Service Agreement with Kildeer Real Estate LLC.

ACTION REQUIRED:
A motion authorizing the Mayor to execute the assignment, subject to review by the Village Attorney.

Consider an Ordinance Waiving the Bid Process and Authorizing the Village Manager to Execute Proposals for North Supply Motor Control Center and Surge Arrestors in an Amount Not to Exceed $230,975

BACKGROUND:
The North Supply Pump Station is one of the four major pump stations operating our water system. It has the original motor control center (MCC) from the construction of the station in 1984. A motor control center is an assembly to control all electric motors for the pumps at the station. It consists of multiple enclosed sections having a common power feed. Each section contains a combination starter which in turn consists of motor starters, fuses, circuit breakers, and power disconnects.

The North Supply Pump Station has two (2) 2,700 gallons per minute (gpm) variable frequency drive pumps, two (2) 2,700 gallons per minute (gpm) constant speed pumps, and two (2) 3,000 gpm transfer pumps. The expected life cycle of a motor control center is 20 years.

This would also be the preferred time to install electrical surge protection. North Supply is not currently protected from surges in electricity. During lightning strikes or power surges from ComED, a spike of electricity can surge through the station and damage the pump drives.

KEY ISSUES:
- A two-vendor design/build selection process is recommended as the Village has limited schematics on the original station electrical plans and needs these repairs integrated with our existing water system controls.
- Newcastle Electric Incorporated has done extensive work with the water pumping and sanitary lift stations for the Village. They have been identified as the most qualified design/build vendor based on prior repairs to a motor control center at another pump station.
- Advanced Automation & Controls has been the Village's integrator with the supervisory controls and data acquisition (SCADA) system since its inception. Their specific knowledge and familiarity with the system operation will be fundamental in working with Newcastle Electric during the replacement.
- The cost breakdown is as follows: Advanced Automation Labor / Integration and Material, $124,975; Newcastle Electric Removal and Replacement $95,000; Surge Protection $11,000; with a total cost of $230,975.

ALTERNATIVES:
1. Approve the bid waiver and execution of proposals from Advanced Automation & Controls and Newcastle Electric for the removal and replacement of a motor control unit and the installation of surge protection with integration at North Supply Pump Station.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends approving the Ordinance waiving the formal bid process and authorizing the Village Manager to execute the proposals from Newcastle Electric and

Advanced Automation & Controls in an amount not to exceed $230,975.

BUDGET IMPACT:
Funding is available in the 2025 Water Capital Fund to accommodate this work.

ACTION REQUIRED:
Approval of an Ordinance to waive the formal bid process and authorize the Village Manager to execute the proposals from Newcastle Electric and Advanced Automation & Controls in an amount not to exceed $230,975.

Consider a Motion to Award a Contract for the Replacement of Water Main on Dundee Road at Salt Creek

BACKGROUND:
The Illinois Department of Transportation (IDOT) plans to replace the box culvert that carries Salt Creek beneath IL Route 68 (Dundee Road). As part of the preliminary coordination for this project, the Village conducted a survey of its utilities in the area. The survey revealed that the existing 10-inch water main, which currently runs beneath the culvert, will be in conflict with the proposed new structure.

To accommodate the work and avoid damage during construction, the Village must relocate and replace the water main in advance of the culvert replacement project, which is scheduled to begin as soon as later this year.

KEY ISSUES:
- Prices were sought from vendors under contract with the Village for water main extensions, water main replacements, and the contractor who will be performing the culvert replacement for IDOT.
- Two prices were provided, with the high of $249,000 from the contractor performing the water main replacement on Norman Drive and a low of $158,500 from the contractor replacing the box culvert for IDOT (Martam Construction Incorporated).

ALTERNATIVES:
1. Approve the contract with Martam Construction Incorporated.
2. Refer the item back to staff for further review or comment.

RECOMMENDATION:
Staff recommends awarding the contract for the Dundee Road water main replacement at Salt Creek in the amount of $158,500.

BUDGET IMPACT:
Funding for this work is available through the Water Fund as part of the Village's FY2025 Capital Improvement Program.

ACTION REQUIRED:
Motion to approve the contract with Martam Construction for the Dundee Road water main replacement, in the amount of $158,500.

Consider a Motion to Award the 2025 Water Main Replacement Contract 1 Project

BACKGROUND:
Farm Gate Lane, Reseda Parkway, Thurston Drive, and Oak Street are recommended for water main replacement due to their age and the number of breaks that have occurred over the last several years. The water main replacement on Farm Gate Lane will be from Hicks Road to Country Lane (approximately 1,097 feet). The water main replacement on Reseda Parkway will be from Hicks Road to the dead end (approximately 1,775 feet). The water main replacement on Thurston Drive will be from Williams Drive to Sanborn Drive (approximately 900 feet). The water main replacement on Oak Street will be from Dundee Road to Garden Avenue (approximately 653 feet).

KEY ISSUES:
- On Tuesday, April 29, 2025, six bids were received, ranging from a high of $2,849,222.17 to a low of $2,098,240.25.
- The lowest responsive and responsible bidder was John Neri Construction Company, Incorporated of Addison, Illinois in the amount of $2,098,240.25.
- The Engineer's estimate was $2,639,329.
- This project was initially budgeted with an expected cost of $1.7M. Additional construction costs of $200,000 are attributable to two Hicks Road trench-less crossings and $200,000 increased costs of construction.
- Additional increased costs of $325,000 on other projects, including the Dundee Road water main replacement at Salt Creek, result in the need to consider a $725,000 budget adjustment.

ALTERNATIVES:
1. Award the contract for the 2025 Water Main Replacement Contract 1 to John Neri Construction.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends that the contract for the 2025 Water Main Replacement Contract 1 Project be awarded to John Neri Construction.

BUDGET IMPACT:
A budget adjustment in the amount of $725,000 is necessary to accommodate this proposed improvement. Fund balance is available to support this adjustment. As water main replacement is an annual program with a planned investment of over $4M in 2026, it is recommended that a corresponding reduction in the proposed plan be made as part of the budget process for next year to replenish fund balances by proceeding with this 2025 water main replacement work.

ACTION REQUIRED:
Motion to award the contract for the 2025 Water Main Replacement Contract 1 Project to John Neri Construction Company, Incorporated of Addison, Illinois in the amount of $2,098,240.25.

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects

BACKGROUND:
Construction is scheduled for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects. Work is tentatively scheduled to commence in June with construction to be substantially completed by mid-October for Contract 1. For Contract 2, work will commence as soon as May with construction to be substantially completed by early October.

KEY ISSUES:
- Utilizing construction engineering services is recommended to meet procedural requirements, assure quality construction, and allow for the necessary intermittent attention needed during this construction project.
- A qualification-based selection process was used for construction engineering.
- Doland Engineering demonstrated their ability to perform construction engineering on behalf of the Village in 2024 for water main replacement projects.

ALTERNATIVES:
1. Authorize the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects.

BUDGET IMPACT:
Funding is available in the Water Fund of the 2025 Capital Improvement Program to accommodate this work.

ACTION REQUIRED:
Motion to authorize the Village Manager to execute the proposal from Doland Engineering for Construction Engineering Services for the 2025 Water Main Replacement Contract 1 and Contract 2 Projects in the amount of $194,490.

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 50 North Brockway Parking Lot and Railwalk Extension

BACKGROUND:
In September 2023, the Village Council authorized execution of a contract with Design Workshop, Inc. to prepare conceptual planning documents for a variety of streetscape, public space, signage, and gateway improvements within downtown Palatine. These design concepts were concurred with by the Village Council in 2024. In October of 2024, a preliminary engineering agreement was approved with Primera Engineering to develop preliminary engineering, finalizing geometry, layout and identifying conflicts to be resolved prior to construction. Several iterations were developed and reviewed with the previous owner of 50 North Brockway and the recent new owner.

KEY ISSUES:
- Primera is now proposed to be engaged for detailed engineering consisting of preparation of final plans, contract documents, and technical resolution of conflicts to accommodate the proposed work.
- A written agreement in principle was approved by the property owner summarizing the planned improvements to the parking lot, drive-through lane, and general layout. Paving, lighting, landscaping, and limited maintenance would be performed by the Village. The owner would provide a portion of the parking lot as public parking on weekdays, additional parking after 1pm on weekdays, and the entire lot open to the public on nights, weekends, and holidays.
- Final construction documents, including plans and contract documents for public bidding, are needed to facilitate construction in fall of 2025.
- The schedule provides for construction to start in September of 2025, which allows for improvements to Slade Street east of Brockway in the spring of 2026.

ALTERNATIVES:
1. Authorize the Village Manger to execute the proposal from Primera Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:
Staff recommends authorizing the Village Manager to execute the proposal from Primera Engineering for design engineering services for the 50 North Brockway Parking Lot in the not-to-exceed amount of $107,808.

BUDGET IMPACT:
Tax Increment Financing Funds have been appropriated in the 2025 Capital Improvement Program to accommodate the proposed work.

ACTION REQUIRED:
A motion to authorize the Village Manager to execute the proposal from Primera Engineering for design engineering services for the 50 North Brockway Parking Lot Improvement and Railwalk Extension in the not-to-exceed amount of $107,808.

Consider a Motion Authorizing the Village Manager to Execute a License Agreement with the Property Owner of 781 N. Virn Allen Court and the Williams Park Place Townhomes Association

BACKGROUND:
In 2020, the Village approved a building permit to replace an existing patio in the rear yard of the property at 781 N. Virn Allen Court. The Village was contacted in late 2023 in regards to concerns of landscaping improvements that were installed adjacent to the property at 781 N. Virn Allen Court. Upon review, it was determined that improvements were made beyond the scope of any previous Village permits/approvals.

KEY ISSUES:

- The Village contacted the property owner of 781 N. Virn Allen Court and the Williams Park Place HOA (the HOA) as the patio and related improvements are located both on private property (781 N. Virn Allen Ct.) and within a portion of the development's common area that is under the control of the HOA.
- As a portion of the improvements modified the development's original drainage plan, the Village required the homeowner to have an engineer review the improvements and related issues to ensure it would not negatively impact the surrounding properties. This analysis was completed by Haeger Engineering and the related report has been included as an exhibit to the proposed Agreement.
- The HOA also held a vote of its members (property owners) which resulted in their support of the improvements and corresponding Installation, Maintenance, and Indemnification Agreement.
- The only issue that remains from a Village perspective relates to the need to obtain a building permit for some exterior electrical work that was completed. If the Agreement is approved, the Village will work with the property owner to complete the related permit process.

ALTERNATIVES:

1. Authorize the Village Manager to execute the Installation, Maintenance, and Indemnification Agreement.
2. Do not authorize the Village Manager to execute the Installation, Maintenance, and Indemnification Agreement.

RECOMMENDATION:
Staff recommends action at the discretion of the Village Council.

ACTION REQUIRED:
Action is at the discretion of the Village Council.